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

Pasco County Commission Agenda
Tuesday, January 20, 2026
10:00 AM

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

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

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

Please silence all electronic devices.

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

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

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

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

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

Call To Order

Invocation

Pledge of Allegiance

Roll Call

Public Comment

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

board members and the public.

Consent

Constitutional Officers - Clerk and Comptroller

C1 Board of County Commissioners Regular Meeting/Rezoning August 21, 2024 – 10 A.M.
File Number CO26-0125
Comm. Dist. All
Recommendation Approve

C2 Board of County Commissioners Regular Meeting/Rezoning September 03, 2024 – 9 A.M.
File Number CO26-0126
Comm. Dist. All
Recommendation Approve

C3 Board of County Commissioners Regular Meeting/Rezoning September 03, 2024 – 10 A.M.
File Number CO26-0127
Comm. Dist. All
Recommendation Approve

C4 Board of County Commissioners Regular Meeting/Rezoning September 17, 2024
File Number CO26-0128
Comm. Dist. All
Recommendation Approve

C5 Board of County Commissioners Budget Hearing September 17, 2024 – 5:15PM
File Number CO26-0129
Comm. Dist. All
Recommendation Approve

C6 Board of County Commissioners Emergency Meeting October 06, 2024
File Number CO26-0130
Comm. Dist. All
Recommendation Approve

C7 Board of County Commissioners Regular Meeting/Rezoning October 22, 2024 – 10 A.M.
File Number CO26-0131
Comm. Dist. All
Recommendation Approve

C8 Board of County Commissioners Regular Meeting/Rezoning November 12, 2024 – 10 A.M.

File Number CO26-0132
Comm. Dist. All
Recommendation Approve

C9 Board of County Commissioners Regular Meeting/Rezoning December 10, 2024 – 10 A.M.
File Number CO26-0133
Comm. Dist. All
Recommendation Approve

C10 Board of County Commissioners Regular Meeting/Rezoning January 14, 2025 – 10 A.M.
File Number CO26-0134
Comm. Dist. All
Recommendation Approve

C11 Board of County Commissioners Regular Meeting/Rezoning January 28, 2025 – 10 A.M.
File Number CO26-0135
Comm. Dist. All
Recommendation Approve

C12 Board of County Commissioners Regular Meeting/Rezoning February 11, 2025 – 10 A.M.
File Number CO26-0136
Comm. Dist. All
Recommendation Approve

Constitutional Officers - Clerk - Financial Matters

C13 Specific Approvals, General Warrants, Payroll Items, And Transfer Authorizations Including Those Previously Approved By The Chairman/Vice-Chairman Since The Last Regular Meeting Of The Board Of County Commissioners
File Number CO26-0124
Comm. Dist. All
Recommendation Approve

Constitutional Officers - Clerk - Minutes Distribution

C14 Board of County Commissioners Regular Meeting/Rezoning February 25, 2025 – 10 A.M.
File Number CO26-0137
Comm. Dist. All
Recommendation Approve

C15 Board of County Commissioners Regular Meeting/Rezoning March 11, 2025 – 10 A.M.
File Number CO26-0138

Comm. Dist. All
Recommendation Approve

C16 Board of County Commissioners Regular Meeting/Rezoning March 25, 2025 – 10 A.M.
File Number CO26-0139
Comm. Dist. All
Recommendation Approve

C17 Board of County Commissioners Regular Meeting/Rezoning April 9, 2025 – 10 A.M.
File Number CO26-0140
Comm. Dist. All
Recommendation Approve

Development Services - Planning and Economic Growth

C18 Food Policy Advisory Council Membership: New Appointments, Reappointments – No Funding Required
File Number PDE26-0145
Comm. Dist. All
Recommendation Approve

Public Infrastructure - Fiscal and Business Administration

C19 Cooperative Purchase – Fastenal Company – As Needed Paint and Supplies – $135,000.00
File Number PIFBA26-0027
Comm. Dist. All
Recommendation Approve

Public Infrastructure - Utilities

C20 Change Order No. 1 – Vogel Bros. Building Co. – Additional Funds for Land O' Lakes Wastewater Treatment Plant Rehabilitation and Expansion (PCU22-018.00) – $4,200,000.00
File Number UTD26-0015
Comm. Dist. 2
Recommendation Approve

C21 Budget Amendment and Resolution – Fourth Amendment to County Utility Projects Joint Funding Agreement between Pasco County, VOPH Master Development Company, LLC, and Galvin-Harris Land Services, LLC – Ratification of Funding, Villages of Pasadena Hills (VOPH) Water and Wastewater Infrastructure – $240,000.00
File Number UTD26-0209
Comm. Dist. 1
Recommendation Approve

C22 Release of Performance Guarantee for IFB-RH-22-166 – EnviroWaste

Services Group, Inc. – As Needed Emergency and Non-Emergency Waste-Water Retrieval and Sludge Hauling Services – No Funding Required
File Number UTOM26-0138
Comm. Dist. All
Recommendation Approve

C23 Release of Performance Guarantee for IFB-KM-22-176 – EnviroWaste Services Group, Inc. – As Needed Sewage Debris Retrieval and Hauling Services – No Funding Required
File Number UTOM26-0142
Comm. Dist. All
Recommendation Approve

C24 Budget Amendment and Resolution for the Septic Upgrade Incentive Project – Pasco County Utilities Department – Transfer of Funds from Fiscal Year (FY) 2025 to FY 2026 – $2,222,222.22
File Number UT26-2910
Comm. Dist. 5
Recommendation Approve

Public Safety - Fire Rescue

C25 Cooperative Purchase — Stryker Sales, LLC — LUCAS 3, V3.1 Chest Compression Systems and Accessories — $672,651.85
File Number FR26-1205
Comm. Dist. All
Recommendation Approve

C26 Correction to Budget Amendment, Journal No #2026 01 1870 - Acceptance of Agreement for the Fiscal Year 2025-2026 Drone Replacement Program Financial Assistance Award Between Florida Department of Law Enforcement and Pasco County Board of County Commissioners — $125,000.00
File Number FR26-1264
Comm. Dist. All
Recommendation Approve

Public Services - Parks, Recreation and Natural Resources

C27 Multiple Award of Solicitation No. IFB-SP-25-149 – Central Florida Transport, LLC, and J & M Materials of Riverview, Inc. – As-Needed Beach Sand Fill Material – $320,000.00
File Number PRN26-0028
Comm. Dist. All
Recommendation Approve

C28 Cooperative Service Agreement – United States Department of Agriculture Animal and Plant Health Inspection Service – Wildlife Management Services – $5,000.00
File Number PRN26-0031

Comm. Dist. 5
Recommendation Approve

C29 Addition of the Sea Pines Drive Property, Parcel ID Nos. 22-24-16-0000-00300-0000, 23-24-16-0000-00600-0000, and 23-24-16-0000-00300-0000 – Parks, Recreation, and Natural Resources Department – Environmental Lands Acquisition and Management Program Acquisition List – No Funding Required
File Number PRN26-0036
Comm. Dist. 5
Recommendation Approve

C30 Parking Lease Agreement – Union Missionary Baptist Church of Port Richey, Inc. – Additional Parking for Pine Hill Park — $1,300.00 Annually
File Number PRN26-0038
Comm. Dist. 4
Recommendation Approve

C31 Budget Amendment and Resolution – Parks, Recreation, and Natural Resources Department – Purchase of Calisthenics Equipment Provided by the Tourism Development Tax Fund – $6,000.00
File Number PRN26-0040
Comm. Dist. 5
Recommendation Approve

Regular

Legislative/Administrative - County Administrator

R32 (11:00 A.M. Time Certain) Tampa Bay Water Presentation
File Number CA26-5009
Comm. Dist. All
Recommendation Presentation Only

R33 (11:15 A.M. Time Certain) Pasco EDC Quarterly Update
File Number CA26-5008
Comm. Dist. All
Recommendation Presentation Only

R34 Federal Platform
File Number CA26-5010
Comm. Dist. All
Recommendation Discussion

Development Services - Planning and Economic Growth

R35 Food Policy Advisory Council Annual Update
File Number PDE26-0034
Comm. Dist. All
Recommendation Presentation Only

R36 Pasco Re-entry Jobs and R.O.I. Update

File Number PDE26-0364
Comm. Dist. All
Recommendation Presentation Only

Updates from Chairman - Appointed Boards and Committees

Miscellaneous Business - District One - Commissioner Oakley

Miscellaneous Business - District Two - Commissioner Weightman

Miscellaneous Business - District Three - Commissioner Starkey

Miscellaneous Business - District Four - Commissioner Yeager

Miscellaneous Business - District Five - Commissioner Mariano

Miscellaneous Business - County Administrator

Miscellaneous Business - County Attorney

Miscellaneous Business - Clerk and Comptroller

Miscellaneous Business - Sheriff

Public Hearings

Proposed Ordinances at 1:30 p.m.

P37 An Ordinance Amending the Pasco County Comprehensive Plan; Providing for a Small-Scale Comprehensive Plan Amendment to the Future Land Use Map (Map 2-15 And Sheet 10) From RES-6 (Residential 6 – Du/Ga) To COM (Commercial) on Approximately 1.72 Acres of Real Property Located on the North Side of Ridge Road Approximately 180 Feet East of the Intersection of Broad Street and Ridge Road; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.

File Number PDE26-0019
Comm. Dist. 4
Recommendation Approve

P38 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Small-Scale Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 10) Changing From COM (Commercial) And RES-9 (RESIDENTIAL -9 DU/GA) To RES-6 (RESIDENTIAL-6 DU/GA) On Approximately 26.2 Acres Of Real Property Located Approximately 600 Feet East Of The Intersection Of Little Road And Ross Lane; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For a Repealer, Severability, And An Effective Date.

File Number PDE26-0173
Comm. Dist. 4
Recommendation Approve

P39 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 19) From COM (Commercial) To PD (Planned Development) On

Approximately 15.36 Acres Of Real Property Located On The North Side Of SR 54 Approximately .3 Miles Southeast Of The Intersection Of SR 54 And Starkey Blvd; And A Text Amendment Creating Subarea Policy FLU 7.1.80 – Blackwell Mixed-Use PD; And A Map Amendment To The Future Land Use Map 2-9 Adding Subarea Map 2-9(80) Blackwell Mixed-Use PD; And Providing For Additional Text Amendments As Necessary For Internal Consistency; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.

File Number PDE26-0185
Comm. Dist. 3
Recommendation Approve

Public Hearings at 1:30 p.m.

P40 Zoning Amendment (Consent) - Decubellis and Little MPUD Master Planned Unit Development - Gene D. Little, Terry W. Little, Peter A. Little, et al. - A Rezoning Request from an MPUD Master Planned Unit Development to an MPUD Master Planned Unit Development to Amend the MPUD and Associated Infrastructure on Approximately 17.99 Acres Located Approximately 300 feet South of the Little Road and Decubellis Road Intersection on the East Side

File Number PDE26-7894
Comm. Dist. 4
Recommendation Approval with Conditions

P41 Petition to Vacate Platted Right-of-Way and Utility Easement (Regular) – Compass Land USA Fund 1 LP – Old Moon Lake Road, New Port Richey – No Funding Required

File Number FAC26-0004
Comm. Dist. 4
Recommendation Approve

P42 Petition to Vacate Platted Utility Easement (Regular) – Gatun Street, New Port Richey – Moon Lake Estates Unit Twelve – Greg and Veronica Johnson – No Funding Required

File Number FAC26-0069
Comm. Dist. 4
Recommendation Approve

P43 Zoning Amendment (Regular) - DRB Little and Ross MPUD Master Planned Unit Development - Citrico Alliance, LLC. - A Rezoning Request From an A-C Agricultural District and C-2 General Commercial District to an MPUD Master Planned Unit Development to Allow for the Development of 74 Single Family Detached Units and Associated Infrastructure on Approximately 26.2 Acres Located Approximately 600 Feet East of the Intersection of Little Road And Ross Lane on the North Side

File Number PDE26-7893
Comm. Dist. 4
Recommendation Approval with Conditions

P44 Zoning Amendment (Regular) - Blackwell MF & Office Complex MPUD Master Planned Unit Development - 5415 INC - A Rezoning Request from an A-C Agricultural District to an MPUD Master Planned Unit Development District to Allow for the Development of 290 Multi-Family Units and 50,000 Square Feet of Commercial and Medical Office Uses and Associated Infrastructure on Approximately 15.36 Acres Located on the North Side of State Road 54 Approximately .3 Miles Southeast of the Intersection of State Road 54 and Starkey Boulevard

File Number PDE26-7778
Comm. Dist. 3
Recommendation Approval with Conditions

Noted Items

Agendas and Minutes

N45 Agenda & Minutes - Pasco County Commission on Human Trafficking - Meeting of October 8, 2025

File Number NI26-0136
Comm. Dist. All
Recommendation Receive and File

N46 Agenda & Minutes - Pasco County Commission on Human Trafficking - Meeting of November 12, 2025

File Number NI26-0138
Comm. Dist. All
Recommendation Receive and File

N47 Metropolitan Planning Organization (MPO) Meeting Minutes – December 10, 2024

File Number NI26-0438
Comm. Dist. All
Recommendation Receive and File

N48 Planning Commission (PC) Meeting Minutes – August 22, 2024

File Number NI26-0439
Comm. Dist. All
Recommendation Receive and File

N49 Planning Commission (PC) Meeting Minutes – September 19, 2024

File Number NI26-0440
Comm. Dist. All
Recommendation Receive and File

N50 Pasco County Construction Board (PCCB) Meeting Minutes – June 13, 2024

File Number NI26-0441
Comm. Dist. All
Recommendation Receive and File

N51 Consolidated Justice Information System Advisory Board (CJIS) Meeting Minutes – October 25, 2024
File Number NI26-0442
Comm. Dist. All
Recommendation Receive and File

N52 Public Safety Coordinating Council (PSCC) Meeting Minutes – August 09, 2024
File Number NI26-0443
Comm. Dist. All
Recommendation Receive and File

N53 Villages of Pasadena Hills Advisory and Planning Committee (VOPH) Meeting Minutes – June 05, 2024
File Number NI26-0444
Comm. Dist. All
Recommendation Receive and File

N54 Food Policy Advisory Council (FPAC) Meeting Minutes 2025
File Number NI26-0437
Comm. Dist. All
Recommendation Receive and File

Miscellaneous

N55 Revision No. 1 to Task Order No. 1-23 – Arcadis U.S., Inc. – Crystal Springs Booster Station Time Extension Only (PCU 22-022.00) (UTD26-0063)
File Number NI26-0413
Comm. Dist. 1
Recommendation Receive and File

N56 Revision No. 1 to Task Order No. 3-24 – Carollo Engineers, Inc. – 2024 Pasco County Master Reuse System Master Plan (PCU 23-020.00) (UTD26-0097)
File Number NI26-0414
Comm. Dist. All
Recommendation Receive and File

N57 Receive and File Tier Determination (MSTRGR-2025-00026)
File Number NI26-0427
Comm. Dist. 1
Recommendation Receive and File

N58 Confidential Exempt Purchase – Cybersecurity
File Number NI26-0432
Comm. Dist. All
Recommendation Receive and File

N59 FAC25-1281 - Jail Expansion Construction - Construction Change Directive

CCD066 - Moss & Associates, LLC - $35,000.00 - Overhead Doors, Security Controls, Drywall and Framing, Flooring - September 18, 2025

File Number NI26-0351
Comm. Dist. All
Recommendation Receive and File

N60 FAC25-1282 - Jail Expansion Construction - Construction Change Directive CCD067 - Moss & Associates, LLC - $100,000.00 - Sitework, Security, Safety Bollards, Plumbing, Mechanical, Electrical - September 22, 2025

File Number NI26-0352
Comm. Dist. All
Recommendation Receive and File

N61 FAC25-1283 - Jail Expansion Construction - Construction Change Directive CCD068 - Moss & Associates, LLC - $100,000.00 - Sitework, Security, Plumbing - September 18, 2025

File Number NI26-0353
Comm. Dist. All
Recommendation Receive and File

N62 FAC25-1287 - Jail Expansion Construction - Construction Change Directive CCD069R1 - Moss & Associates, LLC - $42,500.00 - Security and Hardware - September 25, 2025

File Number NI26-0354
Comm. Dist. All
Recommendation Receive and File

N63 FAC26-1043 – Fire Rescue Station No. 19 – CAR No. CM-004 – Ajax Building Company, LLC., – $139,008.00 – November 24, 2025

File Number NI26-0355
Comm. Dist. All
Recommendation Receive and File

N64 AAR No. 5 to Agreement IFB-DS-24-009 – Starkey Ranch District Park Phase 2B-2G – The Diaz/Fritz Group, Inc. - $13,948.78

File Number NI26-0356
Comm. Dist. All
Recommendation Receive and File

N65 FAC26-1026 – Change Order No. 2 to Task Order No. FM25-011 – Facilities Management Central Building Site Improvements & Foundation Way – CPH Consulting, LLC.- No Funding required.

File Number NI26-0357
Comm. Dist. All
Recommendation Receive and File

N66 FAC26-1013 – Change Order No. 3 to Agreement IFB-DS-24-009 – Starkey Ranch District Park Phase 2B-2G – The Diaz/Fritz Group - $4,779.41 –

December 11, 2025
File Number NI26-0358
Comm. Dist. All
Recommendation Receive and File

N67 PSC-2025-0456-CO-EI – Docket No. 202501 12-EI – Tampa Electric Company – Issued December 16, 2025
File Number NI26-0445
Comm. Dist.
Recommendation Receive and File

N68 Acceptance of Utility Improvements and Release of Maintenance Guarantee – Thornwood Associates, LLC – Chapel Crossings NW Quadrant Village C Phase 1 (PCU 12-111.13) (UTD26-0141)
File Number NI26-0448
Comm. Dist. 1
Recommendation Receive and File

N69 Filing of Intergovernmental Cooperative Agreement for the Pasco County Mosquito Control District
File Number NI26-0449
Comm. Dist. All
Recommendation Receive and File

N70 Acceptance of Utility Improvements and Release of Maintenance Guarantee – Thornwood Associates, LLC – Chapel Crossings NW Quadrant – Village A Phase 2 (PCU 12-111.11) (UTD26-0139)
File Number NI26-0446
Comm. Dist. 1
Recommendation Receive and File

N71 Public Facilities Report for West Hillcrest Community Development District
File Number NI26-0527
Comm. Dist. All
Recommendation Receive and File

N72 Ballantrae Community Development District FY 2024-2025 Amended Budget
File Number NI26-0528
Comm. Dist. All
Recommendation Receive and File

Addendum

Resolutions

Commissioners Items - Commissioner Yeager

ARS73 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Declaring January 26, 2026, As All In For Early Learning Day In Pasco

County

File Number	CAO26-5115
Comm. Dist.	All
Recommendation	Approve

Walk-Ons

Post Meeting Materials

Adjourn

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CO26-0125 **DATE:** 1/20/2026

SUBJECT: Board of County Commissioners Regular Meeting/Rezoning August 21, 2024 – 10 A.M.

AGENDA SECTION: Consent Agenda

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. BCC 08-21-2024 10AM - APPROVAL

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

ANNOTATED MINUTES

AUGUST 21, 2024

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

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

10:00 A.M.

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

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

Call To Order

Chairman Oakley called the meeting to order at 10:14 a.m.

Invocation
Pledge of Allegiance

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

Roll Call

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

Public Comment

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

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

COMMISSIONER STARKEY MOVED approval to receive and file documents submitted by Mr. Michael Tantillo; **COMMISSIONER WEIGHTMAN SECONDED.**

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

Mr. Michael Tantillo spoke regarding the photos he had distributed, his history in Pasco County, Hudson Beach, a broken swing seat, missing picnic tables, and neglect to the park.

Mr. Tom Wibert, West Pasco Board of Realtors, spoke regarding their opposition to raising impact fees, impacts to the economy and buyers, their desire to protect the value of homeownership, and the request for it to be spread over a time period. He congratulated the Commissioners for their victories last night.

Mr. Jerry Hekhuis, Ms. Valerie LaFrance, Pastor Leonard Lord, Mr. Pete Castellani, Founder of Oasis Pregnancy Care Center, Ms. Victoria Bailey, Ms. Keyla Nunez, and Pastor Troy Pederson spoke regarding opposition to Amendment 4; the Honorable Ron DeSantis, Governor of Florida; funding; impacts; costs; the Resolution adopted by Collier County; a Resolution that was presented at a previous meeting; unborn children; the number of babies aborted in Florida; the Florida Heartbeat Protection Act; a pin Ms. LaFrance was wearing and a model she had displayed; passages in the Bible; the right to life, liberty, and the pursuit of happiness; the Oasis Pregnancy Care Center; the Commissioner's support of Oasis Pregnancy Care Center; God's Law; parental rights; Liberty Council; and the belief that life started at conception.

COMMISSIONER STARKEY MOVED approval to receive and file documents submitted by Mr. Jerry Hekhuis; **COMMISSIONER WEIGHTMAN SECONDED.**

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

COMMISSIONER WEIGHTMAN MOVED approval to receive and file documents submitted by Pastor Troy Pederson; **COMMISSIONER STARKEY SECONDED.**

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

Pastor Jen Kerouac noted that Shady Hills Mission Chapel prayed for all those in government every week and spoke regarding her appreciation for the Commissioners, a job fair, the need for jobs, Amendment 4, the Resolution, her request for one Board of County Commissioners meeting a month to be held after 5:00 p.m., Overdose Prevention Month, the County's support of organizations that helped with substance abuse disorder, and a passage in the Bible.

Reverend Mary Ann Kussmaul spoke regarding the Agenda, a need for a place for children, her sobriety, the need to think out of the box, homeless people in Shady Hills, and the need to come together.

Mr. Cress Diglio spoke regarding his commercial property, his previous tenant, his Building violation, issues he had, a letter that was sent to the Commissioners, and his attempts to fix the problem.

Ms. Lynn Anderson spoke regarding her objection to the Oaks Park MSBU assessment, the prior continuance, her objection to the boundary map, that she was outside the half a mile requirement, other closer complexes that were not included, a discussion that was held with Mr. Keith Wiley, Director of Parks, Recreation, & Natural Resources, and her request to be removed from the assessment and that others be added.

Resolutions

Commissioners Items - Chairman Oakley

RS1 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Recognizing Guardian Fleet Services, Inc. For Their Partnership With Pasco County Fire Rescue
File Number CAO24-5162
Comm. Dist. All
Recommendation Approve

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

Chief Tony Perez, Fire Rescue, Chief Lee Hudson, Special Operations Chief, and Mr. Ken Neiland spoke regarding the Special Operations Division; photographs that were displayed; their appreciation; their collaborations; and Vehicle Machinery Rescue (VMR).

Discussion was held regarding their appreciation; the citizen's support; the photographs that were displayed; accidents Commissioner Starkey had seen; their practices; and their trainings.

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

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

Commissioners Items - Commissioner Starkey

RS2 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Declaring August 31, 2024, As International Overdose Awareness Day In Pasco County
File Number CAO24-5164
Comm. Dist. All
Recommendation Approve

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

Mr. Justin McPadden, President and CEO of The Hope Shot, and Ms. Kelly Rodriguez, Alliance for Healthy Communities, spoke regarding his appreciation; what the day honored; the Always Center; the two coalitions, and the recognition.

Commissioner Starkey thanked them and noted it was important to continue to work on the problem and the opioid money.

Chairman Oakley left the meeting at 11:25 a.m. and passed the gavel to Vice-Chairman Starkey.

Chairman Oakley returned to the meeting at 11:28 a.m. and Vice-Chairman Starkey passed the gavel back to Chairman Oakley.

COMMISSIONER WEIGHTMAN MOVED approval to adopt; **VICE-CHAIRMAN STARKEY SECONDED.**

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

Commissioners Items - Commissioner Yeager

RS3 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Recognizing The 50th Anniversary Of The Community Development Block Grant Program

File Number CAO24-5163
Comm. Dist. All
Recommendation Approve

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

Ms. Marcy Esbjerg, Director of Community Development, spoke regarding her appreciation for the recognition, the 50th Anniversary of CDBG, how they used the money to serve people, and appreciation for all the people who made a difference.

Discussion was held regarding their appreciation; the 50th Anniversary of the Community Development Block Grant Program; the funds from the program; the projects in District 4; the transformation of the Boys and Girls Club; and AmSkills.

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

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

Commissioners Items - Commissioner Mariano

RS4 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Congratulating The Hudson High JROTC Leadership And Academic Bowl Team For Winning Second Place In A National Championship
File Number CAO24-5161
Comm. Dist. All
Recommendation Approve

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

Major Timothy Root, Retired, U.S. Army, spoke regarding his appreciation to the Commission for recognizing them and that the third-place team was also from Florida.

Discussion was held regarding their uniforms and their congratulations.

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

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

Consent

COMMISSIONER STARKEY MOVED approval of the Consent Agenda including the Addendum with the exception of Agenda Items C25, C34, and C46 which had been pulled for discussion or revision and Agenda Items C22, C48, and C49 which were withdrawn; **COMMISSIONER MARIANO SECONDED.**

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

Internal Services - Purchasing

C22 Award of Bid No. RFP-LK-23-065 – Westcare Gulfcoast-Florida Inc. – Substance Abuse Residential Treatment Services – Multi-Year Award - $300,000.00
File Number PU24-0023
Comm. Dist. All
Recommendation Approve

The item was withdrawn.

C25 Authorization to Shortlist and Delegation of Negotiation and Execution of Agreement to County Administrator for Solicitation No. RSQ-KM-24-064 – Bellamy Brothers Blvd. (SR52 to Hernando County Line) Roadway Safety Improvements – Not to Exceed Budgeted Amount Plus 20%
File Number PU24-0026
Comm. Dist. 1
Recommendation Approve

Chairman Oakley requested an overview of the project.

Mr. Nick Uhren, County Engineer, spoke regarding an overview of the project.

Discussion was held regarding Bellamy Brothers Boulevard; safety improvements; the project; crashes that happened; a future community meeting; the design scope; Federal safety dollars; conversations with District 7 and Tallahassee; and Secretary Gwynn.

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

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

Public Infrastructure - Transportation Engineering

C34 Task Order No. TED24-0230 – AECOM Technical Services, Inc. – Design and Post Design Services for a Strain Pole Traffic Signal on Bosley Drive and Shady Hills Road and a Southbound Left Turn Lane on Shady Hills Road – $150,000.56
File Number TED24-0230
Comm. Dist. 5
Recommendation Approve

Commissioner Starkey spoke regarding her challenges with AECOM and Buena Vista Lane.

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

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

Public Safety - Fire Rescue

C46 Firehouse Subs Public Safety Foundation Grant – Firehouse Subs Public Safety Foundation – Grant for Two Inflatable Rescue Boats, Two Motors, Two Scupper Sets, & Accessories – No Funding Required
File Number FR24-1744
Comm. Dist. All
Recommendation Approve

Commissioner Mariano spoke regarding the Firehouse Subs Foundation and the amount being given to the County.

Chief Lee Hudson, Special Operations Division, spoke regarding Hurricane Idalia, the gap in coverage, rescues and victims, inflatable boats, and a grant.

COMMISSIONER STARKEY MOVED approval of the item per Staff's recommendation; **COMMISSIONER MARIANO SECONDED.**

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

C48 Cooperative Purchase - Safeware, Inc - High Water/Armored Rescue Vehicle - $458,408.25
File Number FR24-1747
Comm. Dist. All
Recommendation Approve

The item was withdrawn.

Public Services - Community Development

C49 State Housing Initiative Partnership Program (SHIP) Development Project; Developer Agreement – Port Richey Leased Housing Associates III, LLLP – State Housing Initiatives Partnership, CSFA 40.901 – $3,000,000.00
File Number CD24-0023
Comm. Dist. All
Recommendation Approve

The item was withdrawn.

Regular

Constitutional Officers - Clerk and Comptroller

R54 (11:00 a.m. Time Certain) Investment Performance Review Presentation
File Number CO24-0181
Comm. Dist. All
Recommendation Presentation Only

Ms. Alvarez-Sowles introduced the item and those who were in attendance.

Mr. Scott Sticher, PFM Asset Management, and Mr. Matthew Lazar, Finance Division for the Clerk's Office, used a PowerPoint presentation to review the item.

Discussion was held regarding the unrestricted long-term investments; Central Bank; First National Bank of Pasco; charitable giving; and concerns with rates.

The item was for information only.

Legislative/Administrative - County Administrator

R55 The Telly Awards 2024 - Media Relations and Communications Division
File Number CA24-5025
Comm. Dist. All
Recommendation Presentation Only

Mr. Carballa spoke regarding recognition for the the Media Relations and Communications Team and the Telly Awards. He displayed a video on BioSolids.

Ms. Sarah Andeara, Public Information Officer for Media Relations and Communications, spoke regarding her appreciation, the team, that Solid Waste was in attendance, and what they did.

Discussion was held regarding when it was started and that it was environmentally great.

The item was for information only.

Internal Services - Office of Management and Budget

R56 A Resolution By The Board Of County Commissioners Of Pasco County, Florida Supplementing Amended And Restated Resolution No. 22-142 Adopted On May 17, 2022; Authorizing The Issuance Of Its Not To Exceed $80,000,000.00 In Aggregate Principal Amount Of Pasco County, Florida Half-Cent Sales Tax Improvement Revenue Bonds, Series 2024a For The Purpose Of (I) Financing, Refinancing And/Or Reimbursing The Costs Of Capital Improvements Of The County, Including Without Limitation The Design, Construction, Reconstruction, Renovation, Expansion, Improving And Equipping Of Park And Recreation Facilities And County Jail Facilities Located In One Or More Places Within The County, And (Ii) Paying The Cost Of Issuance Of Such Bonds; Approving The Form Of The Bond Purchase Agreement, Preliminary Official Statement, Bond Registrar And Paying Agent Agreement, And Disclosure Dissemination Agent Agreement; Authorizing The Execution And Delivery Of A Bond Purchase Agreement, Final Official Statement, Bond Registrar And Paying Agent Agreement And Disclosure Dissemination Agent Agreement; Delegating To The Chairman Authority To Award The Sale Of The Bonds To The Underwriters Named Herein Pursuant To A Negotiated Sale And Subject To The Conditions And Terms Set Forth Herein And In The Bond Purchase Agreement; Appointing A Paying Agent And Bond Registrar; Authorizing Certain Officials Of The County To Execute Any Document Or To Take Any Actions Required To Offer The Bonds At Negotiated Sale And In Connection With The Issuance Of Said Bonds; Authorizing The Options To Insure All, A Portion, Or None Of The Bonds And/Or To Fund A Reserve Account Subaccount With Cash Or A Municipal Bond Debt Service Reserve Account Policy, Based On The Advice Of The Financial Advisor; Expressing Its Intention To Be Reimbursed From The Proceeds Of The Bonds For Any Costs Incurred In Connection With The 2024a Project Prior To The Issuance Of The Bonds; Providing Certain Other Matters In Connection Therewith; Providing For The Severability Of Parts Hereof If Declared Invalid; And Providing For An Effective Date.

File Number OMB24-0039
Comm. Dist. All
Recommendation Approve

Mr. Steinsnyder read the item into the record.

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

Discussion was held regarding what was before the Board and that it was not an obligation bond.

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

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

Public Infrastructure - Utilities

R57 Septic Upgrade Incentive Project Grant Agreement No. LPF5701 Standard Grant Agreement, State of Florida Department of Environmental Protection – Septic Upgrade Incentive Project to Encourage Homeowners to Install Nitrogen-Reducing Enhancements – $2,222,222.22
File Number UT24-0248
Comm. Dist. 5
Recommendation Approve

Mr. David Allen, Director of Utilities, spoke regarding what was being proposed. He introduced Mr. Garrit Van Lent, Utilities Policy Analyst, and Mr. Cisco Pavez, Senior Program Manager.

Mr. Van Lent used a PowerPoint presentation to review the item.

Discussion was held regarding an approach; what they based the program off of; that it was a septic upgrade; whether the County was managing the work; a group bid; that it would be public dollars going onto private property; how they would get their customers; the requirements for people to be sure their septic tanks weren't failing; a grant; and the recommendation for a public meeting.

COMMISSIONER MARIANO MOVED approval of Staff's recommendation and to include the recommendation to have a public meeting; **COMMISSIONER STARKEY SECONDED.**

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

Miscellaneous Business - District One - Commissioner Oakley

- Chairman Oakley displayed photographs and spoke regarding the Graduation for Firefighters, a story that was told regarding an emergency in which a man mowing his yard had a heart attack, that the firefighters should be proud of graduating and being a part of an elite group of people, and that 51 positions would be added.

- He displayed photographs and spoke regarding AdventHealth's addition to the north wing, that the citizens of Pasco would benefit from all the hospitals striving to be the very best, the plans for a dentist office and the Health Department, and that he had met Wilbur, Chief Barking Officer.

- He spoke regarding Mr. Branford Adumuah's, Assistant County Administrator for Public Infrastructure, plan to do a road in Commissioner Starkey's area using the new paving program.

  Commissioner Starkey spoke regarding Orchid Lake Road.

- He spoke regarding that he could not say enough about all of Staff, the great and positive things happening in the County, and the many issues being addressed.

  Discussion was held regarding the time it took to get a bathroom at Suncoast; Chairman Oakley's appreciation for FDOT for putting a light at Wire Road; the intersection of Wire Road and 301; stormwater projects; work done in Palm Terrace; and the time it took for projects to be completed.

Miscellaneous Business - District Two - Commissioner Weightman

- Commissioner Weightman displayed photographs and spoke regarding the AdventHealth Wesley Chapel Groundbreaking expansion, that it would be ready in late 2025, the number of beds, the number of units, the operating rooms and endoscopy suites, and the care provided to citizens.

Miscellaneous Business - District Three - Commissioner Starkey

- Commissioner Starkey displayed photographs and spoke regarding a hoarded house on Patriot Lane, the bank's responsibility to demo the house, another house in Commissioner Mariano's district, her desire to deal with them quicker than they had previously, and the need for a meeting with the Health Department.

- She displayed photographs and spoke regarding the August SimULI Breakfast, that it was focused on Pasco County, and those who were in attendance.

- She displayed photographs and spoke regarding a property on U.S. 19, that it was private property, the owner, that the owner was given fourteen days to clean up, her suggestion to foreclose on the liens, Code's budget, and that it would need to come out of the General Fund to pay for the cleanup.

  Mr. JP Murphy, Interim Assistant County Administrator for Development Services, spoke during the discussion.

Discussion was held regarding contact with the owner; the trespass agreement; that Code had gone out with their Sheriff Liaison; that the owner agreed to clean it up; the three years of tax deeds on the property; and the violation.

- She spoke regarding the Sign Ordinance, the Tree Mitigation Trust Fund program, and her suggestion to come up with a way to have grants to help people who have non-conforming signs as they transition to conforming.

- She spoke regarding the Citizen's Academy Kickoff and asked how many sessions there were.

  Ms. Joanna Cheshire, Chief of Staff, noted there were eleven sessions.

  Commissioner Starkey spoke regarding the big commitment, that someone was doing it for the second time, and the benefit to realtors.

- She spoke regarding the Global Competitiveness Committee, that International Business Day would be celebrated in February, an event that would be held, baskets that were auctioned off for money to help pay for young professionals that went to Germany, and the desire to build up Pasco's international business community.

- She spoke regarding the AdventHealth Ball and that Saturday was a holy day for Seventh Day Adventists.

- She spoke regarding a meeting that was held with DOT, the multiple accidents on 54, that people drive out the in, Duck Slough and 54 accidents, and that the County and DOT were going to work together.

- She spoke regarding a roundabout for Decubellis and Starkey and whether the streetlight that was currently there would be put to use somewhere else.

  Mr. Branford Adumuah, Assistant County Administrator for Public Infrastructure, and Mr. Carballa spoke during the discussion.

  Discussion was held regarding the reuse of the lights and Starkey Boulevard.

Miscellaneous Business - District Four - Commissioner Yeager

- Commissioner Yeager displayed photographs and spoke regarding the Pasco County Fire Rescue Graduation and the number of graduates. She noted she was proud of the men and women for their commitment to service and the community.

- She displayed photographs and spoke regarding a tour of the All Ways Center, the location, and that it was the first prevention and recovery community care center in the region.

- She displayed photographs and spoke regarding a tour of the Animal Shelter in Land O' Lakes, the facility, that the animals were spoiled, the photos that were displayed, and her appreciation for Staff.

- She noted her appreciation for Ms. Cathy Pearson, Assistant County Administrator for Public Services, and her team. She spoke regarding a recent situation involving a family that was waiting on a disability check.

Miscellaneous Business - District Five - Commissioner Mariano

- Commissioner Mariano spoke regarding the phenomenal job Mr. Branford Adumuah, Assistant County Administrator for Public Infrastructure, and his team had done with Palm Terrace, the amount of dirt that was taken out, that the people were thrilled, and another project in the area.

- He spoke regarding a potential change to the Change of Use application, the requirements to bring everyone up to current Code was devastating, that Staff would bring it back, boat trailers in yards in the Hudson area, an Ordinance that was passed, and that Code was citing people.

  Mr. JP Murphy, Interim Assistant County Administrator for Development Services, spoke during the discussion.

  Discussion was held regarding the request for Staff to bring something forward; where boats were kept; warnings and violations issued by Code; short term rentals where people bring boats; the responsibilities of property owners; that it would be another rule Code Enforcement would have to police; and that it would be an exemption to a rule that was already in place.

  COMMISSIONER MARIANO MOVED approval to "direct Planning and Economic Growth, bring back a Land Development Code amendment to allow boat trailers meeting the following Conditions, lots as described on the Property Appraiser's property information card as "SFR Waterfront", boat trailer in good working order, trailers shall be currently registered, grass under trailer shall be kept at the same height as their neighbor's yard, storage of any other material or items other than the boat shall be prohibited, the lot is 5,000 square feet or less with side yard setbacks of five feet or less making parking of a trailer impossible in the side yard" as stated by Mr. Steinsnyder; **COMMISSIONER WEIGHTMAN SECONDED.**

Chairman Oakley called on the motion; the motion carried with Commissioner Starkey voting nay and Commissioner Yeager absent from the vote.

- He spoke regarding the fire stations being built, the desire to look at ways to cut expenses, and the cost of architects.
  Mr. J.J. Murphy, Assistant County Administrator for Public Safety, spoke during the discussion.

  Discussion was held regarding the suggestion by Fire Chief Tony Perez, Fire Rescue, to bring forward two or three fire stations to bid at the same time; a community fire station; a cut of a million dollars of savings per station that was done; that stations would go from four base to three base; that they were looking at building super stations; that they were looking at response times and road access; the projected completion of Station 17; and that the Board was pleased with the way Mr. Murphy and Fire Chief Perez were working.

- He spoke regarding the Pace program's predatory lending practices, that they were cut off by the Tax Collector's Office, and the desire to look into complaints where people lost houses.

  Discussion was held regarding that it would be in the State Attorney's Office's realm; the desire to find a way to coach people; the request for guidance from the County Attorney's Office; and that they would bring it back on the September 3rd meeting.

- He spoke regarding his campaign signs that were pulled up, that Staff had fixed the issue, and his desire for the situation to not occur again.

  Discussion was held regarding signs that were removed by Staff; the Sign Ordinance; that it was one sign per property; compliance with a Supreme Court case ruling; that it would have to be adjusted for other signs too; and that Code was given written guidance.

- He spoke regarding his request to look at the Landscaping Ordinance again and trees that were blocking the view of businesses.

  Discussion was held regarding compliments received regarding 19; that there were four new businesses moving in; the Holiday area; compliments received regarding the medians; trees that could be planted; the request to look at the Ordinance; the landscaping fund to help businesses; and grants that had come in.

- He spoke regarding a swing that broke at Hudson Beach, that it would cost just over $1,400.00 for two new ones, and plans for improvements coming up.

COMMISSIONER MARIANO MOVED to approve to spend up to $1,500.00 to replace those swings **COMMISSIONER STARKEY SECONDED.**

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

Discussion was held regarding the great amenity for the community; the picnic tables; the plan to spruce up and make it nicer looking; and the upcoming RESTORE meeting.

Miscellaneous Business - County Administrator

- Mr. Carballa noted he had extended the Local State of Emergency for Hurricane Debby to August 29th. He spoke regarding flooding issues.

  Discussion was held regarding the flooding in east Pasco; houses that got water in the house in Hudson; that they could get a report from Emergency Management; and the gallons of water in the reservoir.

Miscellaneous Business - County Attorney

- No items.

Miscellaneous Business - Clerk and Comptroller

- No items.

Miscellaneous Business - Sheriff

- Absent

THE BOARD RECESSED AT 12:00 P.M. AND RECONVENED AT 1:33 P.M. ALL COMMISSIONERS WERE PRESENT. MS. ALVAREZ-SOWLES WAS REPRESENTED BY MR. HAROLD SAMPLE, DEPUTY CLERK, FOR THE AFTERNOON SESSION.

Public Hearings

Proposed Ordinances at 1:30 p.m.

P58 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Providing For Amendments To Section 1302.3, School Impact Fees, To Make Such Section Consistent With The 2024 School Impact Fee Study And To Adopt Such Study; To Increase The Amount Of School Impact Fees; Providing For Additional Amendments As Necessary To Ensure Internal Consistency; Providing For Applicability, Repealer, Severability, Inclusion Into The Land Development Code, Modification And An Effective Date.

File Number PEG24-0396
Comm. Dist. All
Recommendation Approve

Mr. Sample noted the proof of publication.

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

Mr. Ray Gadd, Deputy Superintendent of Pasco County Schools, spoke regarding the School Board, Impact Fees, that the District School Board never came back for a cost of living index, the public support, the Impact Fee study, and those who were in attendance.

Discussion was held regarding the rankings of what it would cost to live in Pasco County; their support; Impact Fee numbers; concerns with fee structure; homeownership; that impact fees were going up; restructuring; a possible workshop; the budget cycle; the Parks Impact Fee; the demand on schools; older schools and newer schools; traffic; the MSTU for paving; basketball courts; joint use projects; Starkey K-8; the schools the County was using; the Tampa Bay Builders Association; the quality of life; sports; levies for Pasco County; and the letter of support from Tampa Bay Builders Association.

There was no public comment.

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

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

P59 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code To Address Invasive Vegetation By Amending Section 403.1.B.6, Preliminary Development Plans-Residential (PDP-R), Submittal Requirements, Studies And Other Required Submittals; Section 403.2.B.6, Preliminary Development Plans- Nonresidential/Mixed Use (PDP-Nr/Mu), Submittal Requirements, Studies And Other Required Submittals; Section 403.3.B.6, Preliminary Site Plans (PSP), Submittal Requirements, Studies And Other Required Submittals; Section 403.4.C, Stormwater Management Plan And Report, Submittal Requirements; Section 403.5.B, Construction Plans, Submittal Requirements; Section 403.6.D, Fill, Prohibitions And Requirements; Section 403.7.B.6, Mass Grading, Submittal Requirements, Studies And Other Required Submittals; Section 403.10.C.6, Landscape Plan, Submittal Requirements, Studies And Other Required Submittals; Section 404.1.G, Minor Land Excavation, Prior To Excavation Activity; Section 404.2.K, Land Excavation Operating Permits, Prior To Excavation Activity And On-Going Monitoring; Section 404.3.K, Mining Operating Permits, Prior To Mining Activity; Section 404.4.I, Construction And Demolition Debris Disposal Facilities (CDDDF) Operating Permit, Approval Form, Permit Time Limits, And Activities Required Prior To Commencement; Section 404.5.G, Land Spreading Operating Permits, Operational Standards; Section 404.6.K, Yard Trash Processing Facilities, Operational Standards; Section 406.5.H.2 Right-Of-Way Use Permit, Activity Pursuant To Permit, Restoration And Maintenance Standards; Section 406.8.D.2.C, Garden Plan Permits, Application Requirements, General Information, Garden Management; Section 530.23.G, Community Gardens, Market Gardens And Community Farms, Community Gardens On Public Land; Section 604.4.C.1, Scenic Roadway Corridor Preservation And Enhancement, Corridor Buffer; Section 804.8.B, Ecological Corridors, Permitted Uses With Specific County Approval; Section 901.2.F, Transportation - Corridor Management, Interim Uses; Section 901.3.R, Access Management, Maintenance; Section 901.4.E, Substandard Roadway Analysis And Mitigation, Submittal Information; Section 901.6.D, Street Design And Dedication Requirements, Design And Construction; Section 901.6.E, Street Design And Dedication Requirements, Roadside Design; Section 901.7.D, Bicycle Facilities, Construction; Section 901.8, Pedestrian Facilities; Appendix A Definitions; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number DRD24-0036
Comm. Dist. All
Recommendation Withdraw

Mr. Sample noted the proof of publication.

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

The item was withdrawn.

P60 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 12) From RES-3 (Residential - 3 Du/Ga) And AG (Agricultural) To PD (Planned Development) On Approximately 100.8 Acres Of Real Property Located At The Southeast Intersection Of US 41 And Leland Avenue And 1.1 Miles North Of S.R. 52; And A Text Amendment Creating Subarea Policy Flu 7.1.72 – Fletcher; And A Map Amendment To The Future Land Use Map 2-9 Adding Subarea Map 2-9(72) Fletcher; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.

File Number PEG24-0024
Comm. Dist. 1
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

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

COMMISSIONER STARKEY MOVED approval to continue the item to the September 3, 2024 Board of County Commissioners meeting at 1:30 p.m. in Dade City; **COMMISSIONER WEIGHTMAN SECONDED.**

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

P61 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Section 802 Tree Preservation And Replacement; Appendix A Definitions; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PEG24-0379
Comm. Dist. All
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

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

COMMISSIONER STARKEY MOVED approval to continue the item to the October 8, 2024 Board of County Commissioners meeting at 1:30 p.m. in Dade City; **COMMISSIONER WEIGHTMAN SECONDED.**

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

P62 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Small-Scale Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 22) From ROR (Retail/Office/Residential) & RES-3 (Residential-3DU/GA) To COM (Commercial) On Approximately 2.06 Acres Of Real Property Located On The Corner Of State Road 54 And Ernest Drive; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.

File Number PEG24-0218
Comm. Dist. 2
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

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

P63 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Amending Section 402.2, Zoning Amendment-MPUD Master Plan Unit Development, Submittal Requirements; Section 403.1, Preliminary Development Plans-Residential, Submittal Requirements; Section 403.2, Preliminary Development Plans-Nonresidential/Mixed Use, Submittal Requirements; Section 403.3, Preliminary Site Plans, Submittal Requirements; Section 403.7, Mass Grading, Submittal Requirements; Section 404.3, Mining Permits, Application Requirements; Section 404.4, Construction And Demolition Debris Disposal Facilities Operating Permits, Application Requirements; Section 404.6, Yard Trash Processing Facilities, Application Requirements; Section 809.2, Cultural Resources, Generally; Section 809.4, Standards For Surveys And Analysis; Section 809.8, Historic Cemeteries, Specific Requirements; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PEG24-0320
Comm. Dist. All
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

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

P64 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Amending Section 1105. Self-Storage Facilities Design Standards; Section 1105.2 Applicability; Section 1105.4 Corridor Specific Design Standards; Section 1105.5 General Design Standards; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PEG24-0334
Comm. Dist. All
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

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

P65 An Ordinance by The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code, Section 905.2.E, Landscaping And Buffering; Landscape Acceptance, Maintenance, And Prohibitions; Appendix A Definitions; And Other Sections, As Necessary For Internal Consistency, Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number DRD24-0209
Comm. Dist. All
Recommendation Approve

Mr. Sample noted the proof of publication.

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

Mr. Brad Tippin, Planning, Development and Economic Growth, used a PowerPoint presentation to review the item. He spoke regarding that no action was required as it was the first reading and that the Agenda mistakenly said to approve.

Mr. Keith Wiley, Director of Parks, Recreation and Natural Resources Department, spoke during the discussion.

Discussion was held regarding land with invasive species; Brazilian Peppers and Australian Pines; someone that was fined; whether they were exempt from it; Gulf Harbors and natural lands; that in the Parks they had BMPs; integrated pest management; that Public Works also had a SOP; whether provisions were in place; the proposed changes; that it was to be very specific to the developmental application process; someone who sold Cogan Grass; that Hernando County didn't allow Brazilian Peppers on their properties; regulations from other agencies; other trees in the Ordinance; and whether the Tampa Bay Builders Association had comments.

Mr. Carballa read an email into the record that had been received.

Ms. Laura Starkey and Ms. Jennifer Seeney spoke regarding Ms. Starkey's roles in Pasco County; the management of invasive species; land management; Wildland Urban

Interface; the Starkey Ranch Development landscape; the protected wetlands; that the definition should also reference the Florida Invasive Species Council; the Ordinance; concerns with the language; and whether it would be possible to condition the invasive action required.

Discussion was held regarding the suggestions; that they should be briefed; that it was the first of two public hearings.

No action required as this was the first hearing. The adoption hearing was set for September 3, 2024 Board of County Commissioners meeting at 1:30 p.m. in Dade City.

Public Hearings at 1:30 p.m.

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

Mr. Sample swore in those who planned to present testimony.

COMMISSIONER WEIGHTMAN MOVED approval of the Public Hearing Consent Agenda which included Agenda Items P71, P73, P74, P75, P76, and P77; **COMMISSIONER STARKEY SECONDED.**

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

P66 Resolution to Dissolve the Carpenters Run Phases III and IV B Streetlight Districts – Progress Energy, Inc. – No Funding Required
File Number PIFBA24-0376
Comm. Dist. 2
Recommendation Approve

Mr. Sample noted the proof of publication.

Mr. Jerry Willaims, Public Infrastructure Fiscal Administration Department, used a PowerPoint presentation to review the item.

Discussion was held regarding whether the County would relinquish responsibility on December 31, 2024 and then the Homeowners Association would assume responsibility.

There was no public comment.

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

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

P67 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Establishing the Final Annual Non-Ad Valorem Special Assessment Rate and Adopting the Non-Ad Valorem Assessment Roll For The Oaks Park Municipal Service Benefit Unit
File Number PRN24-0131
Comm. Dist. 3
Recommendation Approve

Mr. Sample noted the proof of publication.

Ms. Cristina Cordon, Assistant Director of Parks, Recreation and Natural Resources, used a PowerPoint presentation to review the item.

Mr. Keith Wiley, Director of Parks, Recreation and Natural Resources, spoke during the discussion.

Discussion was held regarding the MSBU boundary and property map; a memo referenced from 2014; and the Ordinance that was adopted by the Board in 2014.

Ms. Cindy Fargo, Ms. Jean Cifelli, Mr. Charles Eldred, Mr. William Day, Mr. James Conlen, Mr. Fred Colucci, Mr. Garth Ashpaugh, Mr. John Russell, Mr. Marcus Koe, Ms. Marlieta Lassiter, Ms. Miriam Butler, Mr. Robert "Bob" Rock, Ms. Nancy Exstein, Ms.

Palma Black, Mr. CJ Mahovic, Ms. Kathleen King, Ms. Mandy Jacobs, Mr. Joe Tepedino, and Ms. Maria Barch spoke regarding objections to the MSBU; the developer; funds; property values; taxes on the Southern Oaks Property Owners; the communities of Heritage Lake and Riverside Village; HOA assessment fees; the special assessment tax roll; costs in 1993; seniors living on a fixed income; when they made the agreement; the interest fee; an apartment complex; the 5533 Strong group; bus routes and traffic; an opening on the east side of Amazon Drive; zoning; the County owned property; schools; the green trees; wildlife; operating costs; why they need the protections; invasive species; Mr. Koe's military service; Avalon Apartments; speeding concerns; exits in the community; urban development; flooding; elevation and the flood plain; a canal behind Ms. Lassiter's house; Hurricane Debby; utilities; an interview with Bay News 9; the park; that Ms. Butler was president of her HOA; the owner who sold their property to the County; where the money went; financial hardships; stormwater; access concerns; concerns with the building on Little Road; an incubation point; sinkhole prone areas; park preservation; the 41 acres behind Ms. King's home; that it was not in walking distance; a letter that was distributed to Ms. Gina Jeffers, Agenda Coordinator; and that they did not read letters into the record.

Mr. Justin Grant, Director of Public Infrastructure Fiscal and Business Administration, spoke during the discussion.

Discussion was held regarding the 5533 Strong group; taxes; a senior tax exemption that was passed and when it would go into effect; the affordability of living; the 41 acres; that there was relief on existing paving assessments; the history of the property; neighborhoods developed as a sub DRI; the DRI process; that there were no parks; the current park impact fee; previous letters of intent to sue; the interest amount; stormwater; concerns with where the money went; that it was similarly done in Gulf Harbors and Timber Oaks; the term length; the maintenance assessment; interest rates; ELAMP money; that it was a general fund repayment; a meeting with the different HOAs that were in the area; the zoning of the property; and the general consensus.

COMMISSIONER WEIGHTMAN MOVED approval to receive and file documents submitted by Ms. Cindy Fargo; **COMMISSIONER STARKEY SECONDED.**

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

COMMISSIONER STARKEY MOVED approval of Staff's recommendation with the revision to include 20 years, no interest, and just the maintenance fee; **COMMISSIONER MARIANO SECONDED.**

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

P68 Zoning Amendment (Continuance) – Fletcher MPUD – Mary L Fletcher Rev. Trust and Richard D. Fletcher – Rezoning Request from an A-C Agricultural District and an R-1MH Single-Family/Mobile Home District to an MPUD Master Planned Unit Development District to Allow for the Development of 350 Multi-family Dwelling Units, 160 Townhome Dwelling Units, and 100,000 Square Feet of Commercial and Associated Infrastructure on Approximately 100.6 Acres Located in North Central Pasco

File Number PEG24-7739
Comm. Dist. 1
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

Ms. Denise Hernandez, Zoning Administrator, read the item into the record and spoke regarding the continuance request.

COMMISSIONER MARIANO MOVED approval to continue the item to the September 3, 2024 Board of County Commissioners meeting at 1:30 p.m. in Dade City; **COMMISSIONER STARKEY SECONDED**.

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

P69 Zoning Amendment (Continuance) – Dejan and Gordana Vujinovic – Change in Zoning from an A-R Agricultural-Residential District with Conditions to an A-R Agricultural-Residential District – Northwest Pasco County – On the Northwest Corner of Seabiscuit Lane and Giddyup Lane – Containing Approximately 5.07 Acres

File Number PEG24-7783
Comm. Dist. 5
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

Ms. Denise Hernandez, Zoning Administrator, read the item into the record and spoke regarding the continuance request.

COMMISSIONER MARIANO MOVED approval to continue the item to the October 22, 2024 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER STARKEY SECONDED**.

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

P70 Zoning Amendment (Continuance) – Lakeshore Blvd LLC – Change in Zoning from PO-2 Professional Office and MF-2 Multiple Family High Density Districts to a C-1 Neighborhood Commercial District – Northwest Pasco County – West Side of Lakeshore Boulevard, Approximately 233 Feet Southwest of Fivay Road – Containing Approximately 3.62 Acres

File Number PEG24-7806
Comm. Dist. 5
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

Ms. Denise Hernandez, Zoning Administrator, read the item into the record and spoke regarding the continuance request.

COMMISSIONER MARIANO MOVED approval to continue the item to the September 17, 2024 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER STARKEY SECONDED**.

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

P71 Zoning Amendment (Consent) – Sandhill Ridge MPUD Master Planned Unit Development – Habitat for Humanity of Pinellas County – Rezoning Request from an R-1MH Single-Family/Mobile Home Zoning District to an MPUD Master Planned Unit Development District to Allow for the Development of 23 Single-family Detached Homes and Associated Infrastructure on Approximately 4.39 Acres Located in West Pasco

File Number PEG24-7777
Comm. Dist. 4
Recommendation Approval with Conditions

Mr. Sample noted the proof of publication.

Ms. Denise Hernandez, Zoning Administrator, read the item into the record.

There was no public comment.

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

P72 Zoning Amendment (Consent) – Shah Sachin K and Sarmila Shrestha – Change in Zoning from an AR-1 Agricultural-Residential District to a PO-1 Professional Office District – Southwest Pasco County – South Side of State Road 54, Approximately 400 Feet West of Meadowbrook – Containing Approximately 0.41 Acre

File Number PEG24-7792
Comm. Dist. 4
Recommendation Approve

Mr. Sample noted the proof of publication.

Ms. Denise Hernandez, Zoning Administrator, read the item into the record and spoke regarding the continuance request.

Mr. Steinsnyder spoke regarding that the public were free to speak but they would waive their right to speak at the September 17th meeting for the item.

There was no public comment.

COMMISSIONER STARKEY MOVED approval to continue the item to the September 17, 2024 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER WEIGHTMAN SECONDED**.

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

P73 Zoning Amendment (Consent) – Kothapally Edmund Riphath – Change in Zoning from an R-1MH Single-Family/Mobile Home District and PO-1 Professional Office District to a C-1 Neighborhood Commercial District – South Central Pasco County – South Side of State Road 54, Approximately 190 Feet West of Shelley Lane – Containing Approximately 0.71 Acre

File Number PEG24-7798
Comm. Dist. 2
Recommendation Approve

Mr. Sample noted the proof of publication.

Ms. Denise Hernandez, Zoning Administrator, read the item into the record.

There was no public comment.

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

P74 Zoning Amendment (Consent) – Pasco Window and Door Plus More LLC – Change in Zoning from an R-1MH Single-Family/Mobile Home District and C-2 General Commercial District to a C-2 General Commercial District – Southwest Pasco County – South Side of Trouble Creek Road, Approximately 475 Feet West of Madison Street – Containing Approximately 0.98 Acre

File Number PEG24-7800
Comm. Dist. 3
Recommendation Approve

Mr. Sample noted the proof of publication.

Ms. Denise Hernandez, Zoning Administrator, read the item into the record.

There was no public comment.

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

P75 Zoning Amendment (Consent) – Affordable Secure Storage – Change in Zoning from an I-1 Light Industrial Park District to a C-2 General Commercial District – Northwest Pasco County – North Side of New York Avenue, Approximately 320 Feet East of Utica Drive – Containing Approximately 4.824 Acres

File Number PEG24-7801
Comm. Dist. 5
Recommendation Approve

Mr. Sample noted the proof of publication.

Ms. Denise Hernandez, Zoning Administrator, read the item into the record.

There was no public comment.

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

P76 Zoning Amendment (Consent) – Hudson Group Partners LLC/SR 52 Storage/Retail – Change in Zoning from an MF-1 Multiple-Family Medium Density District to a C-2 General Commercial District – West Central Pasco County – South Side of State Road 52, Approximately 620 Feet West of Colony Lake Boulevard – Containing Approximately 1.12 Acres

File Number PEG24-7802
Comm. Dist. 4
Recommendation Approve

Mr. Sample noted the proof of publication.

Ms. Denise Hernandez, Zoning Administrator, read the item into the record.

There was no public comment.

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

P77 Zoning Amendment (Consent) – Anthony Gaeto – Change in Zoning from an A-C Agricultural District to an I-1 Light Industrial Park District – West Central Pasco County – North Side of Orchid Lake Road, Approximately 780 Feet East of Congress Street – Containing Approximately 2.43 Acres
File Number PEG24-7804
Comm. Dist. 4
Recommendation Approve

Mr. Sample noted the proof of publication.

Ms. Denise Hernandez, Zoning Administrator, read the item into the record.

There was no public comment.

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

P78 Zoning Amendment (Consent) – L S McAmis/Blue Sky Storage – Change in Zoning from an R-MH Mobile Home District to a C-2 General Commercial District – West Central Pasco County – Northwest Corner of the Intersection of Moon Lake Road and Boatswain Drive – Containing Approximately 2.4318 Acres
File Number PEG24-7805
Comm. Dist. 4
Recommendation Approve

Mr. Sample noted the proof of publication.

Ms. Denise Hernandez, Zoning Administrator, used a PowerPoint presentation to review the item.

There was no public comment.

Ms. Nancy McAmis, the applicant, spoke regarding the mobile home park which was not owned by them the reason for the RV Boat Storage, that they didn't have plans to develop, and the widening of Moon Lake Road.

Discussion was held regarding Moon Lake redevelopment; the mobile home park; a discussion with Mr. David Engel, Director of Planning, Development and Economic Growth; that it was not a vertical storage facility; that it was a Euclidean rezoning; the deed restriction; fencing; the owner of the property; what was being proposed; the rezoning; whether it was a mobile home community or travel park; working with the County for the best look; Ordinances; and the previously requested Board changes on Industrial Properties pertaining to vinyl coated fences which would be going before the Local Planning Agency and the Board of County Commissioners on upcoming Agendas.

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

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

P79 Zoning Amendment (Regular) – Bayonet Land LLC/Bayonet Gardens – Change in Zoning from an MF-1 Multiple-Family Medium Density District to an MF-3 Multiple-Family High Density District – Northwest Pasco County – Southeast Corner of the Intersection of Lakeshore Boulevard, Dallas Drive, and Community Court, Approximately 650 Feet West of Fivay Road – Containing Approximately 19.98 Acres

File Number	PEG24-7790
Comm. Dist.	5
Recommendation	Approve

Mr. Sample noted the proof of publication.

Mr. Liam Devine, Planning, Development and Economic Growth, read the item into the record, used a PowerPoint presentation to review the item and spoke regarding ex parte communication which would be provided to the Clerk's Office.

Discussion was held regarding the area; the surrounding location; and the trail.

There was no public comment.

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

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

Noted Items

Agenda items N80 through N120 were noted.

Addendum

Consent

AC121 Recording of Plat with a Performance Guarantee – Roy Nicholas Geraci III and Louis Geraci, LLLP – Long Lake Ranch Lot 7, Replat (this is a Replat from 7 to 9 Commercial Lots on 5.065 Acres on the North Side of Wingshooter Way Approximately 0.07 Miles South of State Road 54) – No Funding Required

File Number	TED24-0286
Comm. Dist.	4
Recommendation	Approve

The item was approved as part of the Consent Agenda.

Walk-Ons

W1 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Commending Ray Gadd For Over 40 Years Of Service To The Pasco County School Board And Congratulating Him On His Retirement

Mr. Sample read the Resolution into the record.

Mr. Ray Gadd, Deputy Superintendent of Pasco County Schools, spoke regarding his appreciation and that it was a privilege and honor to serve Pasco County.

Discussion was held regarding their appreciation; the first time Commissioner Starkey met him; when Commissioner Starkey was on the School Board; his mark on Pasco County; Commissioner Yeager's time at the School Board; working together in different capacities; and their congratulations.

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

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

Post Meeting Materials

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

Adjourn

Commissioner Weightman left the meeting at 10:47 a.m. and returned to the meeting at 10:54 a.m.

Commissioner Yeager left the meeting at 11:05 a.m. and returned to the meeting at 11:10 a.m.

Commissioner Weightman left the meeting at 11:13 a.m. and returned to the meeting at 11:17 a.m.

Commissioner Mariano left the meeting at 2:50 p.m. and returned to the meeting at 2:51 p.m.

Commissioner Weightman left the meeting at 3:28 p.m. and returned to the meeting at 3:43 p.m.

Commissioner Yeager left the meeting at 3:35 p.m. and returned to the meeting at 3:41 p.m.

Chairman Oakley left the meeting at 3:41 p.m. and returned to the meeting at 3:43 p.m.

Commissioner Yeager left the meeting at 4:41 p.m. and did not return.

Commissioner Weightman left the meeting at 5:02 p.m. and did not return.

The meeting adjourned at 5:23 p.m.

BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING/REZONINGS
RONALD E. OAKLEY
CHAIRMAN PRESIDING
AUGUST 21, 2024

APPROVED IN REGULAR SESSION JANUARY 20, 2026

(SEAL)

JACK MARIANO, CHAIRMAN
APPROVED ON JANUARY 20, 2026

ATTEST:

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

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

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CO26-0126 **DATE:** 1/20/2026

SUBJECT: Board of County Commissioners Regular Meeting/Rezoning September 03, 2024 – 9 A.M.

AGENDA SECTION: Consent Agenda

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. BCC 09-03-2024 - 9AM - APPROVAL

BOARD OF COUNTY COMMISSIONERS, PASCO COUNTY, FLORIDA
REGULAR MEETING

ANNOTATED MINUTES

SEPTEMBER 3, 2024

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

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

9:00 A.M.

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

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

Call To Order

Chairman Oakley called the meeting to order at 9:02 a.m.

Invocation
Pledge of Allegiance

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

Roll Call

Ms. Alvarez-Sowles called the roll. All Commissioners were present with the exception of Commissioner Starkey who was absent. Commissioner Mariano arrived to the meeting at 9:04 a.m.

Proposed Ordinances at 9:00 a.m.

P1 A Resolution (Regular) By The Board Of County Commissioners Of Pasco County, Florida, Establishing Annual Disposal Assessments, Tipping Fees, And Other Rates, Fees, And Charges For Funding The Solid Waste Disposal And Resource Recovery System Pursuant To The Pasco County Code Of Ordinances, Chapter 90, Article III; Authorizing Preparation Of Annual Disposal Assessment Roll, And Preparation Of Appropriate Bills And The Certification Of The Assessment Roll

File Number SW24-0332
Comm. Dist. All
Recommendation Approve

Ms. Alvarez-Sowles noted the proof of publication.

Mr. Kevin Pliska, Director of Solid Waste, used a PowerPoint presentation to review the item.

Commissioner Mariano spoke regarding the County's move into the waste energy business and the need to promote recycling within the community.

Ms. Christina Fitzpatrick spoke regarding the cost increases, concerns with new growth not paying for the cost increases, and examples on how to cut cost and reduce the County's budget.

Mr. Allen Rose spoke regarding his tax increases, that he agreed with the item, and the request to be cautious on how money was spent.

COMMISSIONER MARIANO MOVED to adopt; **COMMISSIONER WEIGHTMAN SECONDED.**

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

Walk-Ons

There was none.

Post Meeting Materials

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

Adjourn

The meeting adjourned at 9:15 a.m.

BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING/REZONINGS
RONALD E. OAKLEY
CHAIRMAN PRESIDING
SEPTEMBER 3, 2024 9:00 A.M.

APPROVED IN REGULAR SESSION JANUARY 20, 2026

(SEAL)

JACK MARIANO, CHAIRMAN
APPROVED ON JANUARY 20, 2026

ATTEST:

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

Prepared by: Amanda Dobson, Records Clerk II
Board Records Division

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CO26-0127 **DATE:** 1/20/2026

SUBJECT: Board of County Commissioners Regular Meeting/Rezoning September 03, 2024 – 10 A.M.

AGENDA SECTION: Consent Agenda

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. BCC 09-03-2024 - 10AM - APPROVAL

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

ANNOTATED MINUTES

SEPTEMBER 3, 2024

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

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

10:00 A.M.

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

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

Call To Order

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

Invocation
Pledge of Allegiance

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

Roll Call

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

Public Comment

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

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

Mr. Kostas Ktistakis spoke regarding updates on a light for Ross Lane and Little Road from Commissioner Oakley, a request for the Commission to keep the light in mind due to safety concerns, issues regarding double tax on paving assessments, and concerns regarding raised taxes.

Mr. Kevin Wright thanked the community for selecting him to oversee the MTSU. He spoke regarding drainage issues within the community due to new developments, his gratitude towards the Board's relationship with the MTSU and the Oversight Committee, that New River went right through the legacy subdivision, proper drainage maintenance, that if the MTSU was dissolved and money returned to taxpayers it would not handle current issues, that Mr. Wright looked forward to working with the Board going forward with new developments, and noted his agreement with Mr. Ktistakis regarding taxes.

Commissioner Oakley directed Mr. Wright to see Mr. Brandford Adumuah, Assistant County Administrator of Public Infrastructure, regarding his neighborhood concerns.

Ms. Nancy Hazlewood spoke regarding a notice from Tampa Bay Water in regards to wellfield testing in the northeast/rural protected area plan, the survey with the notice, the history of the plan, an overview of the wellfield's purpose, Tampa Bay Water's objective, her objections with the plan, her request to add to the northeast rural area plan regarding running water, and her request for more information and protection from the Board for the area.

Commissioner Oakley directed Ms. Hazlewood to speak with Mr. Brandford Adumuah, Assistant County Administrator of Public Infrastructure, regarding her concerns and clarified the water was for future use.

Ms. Christina Fitzpatrick displayed photos and spoke regarding the sign ordinance, visits with Code Enforcement during the election season, temporary signs, 1st Amendment Rights, not receiving a list where signs could be located, signs being removed, and Code Enforcement going on personal property.

Later in the meeting, the Board returned to Public Comment.

Dr. Christine Hankerson spoke regarding a visit to her community, a conversation with the Honorable Kurt Browning's, Superintendent of Pasco County Schools, office in regards to monitoring for speeding around stopped buses and crosswalks, examples of speeding around students in the crosswalk, devices used to catch speeders, fines, the hope for Pasco County to be progressive, prayers for children, conversations with the Sheriff's Office, the Sheriff's Office budget, that CDD funds were used to pay for off duty policemen to monitor the roads, an example of cars not stopping for a disabled individual, and a potential drug house within the community.

Consent

COMMISSIONER MARIANO MOVED approval of the Consent Agenda with the exception of Agenda items C5, C8, C17, C28, C39, C42, C43, and C46 which were pulled for discussion or revision and Agenda items C20, C38, C41, and C44 which had been withdrawn; **COMMISSIONER STARKEY SECONDED.**

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

Development Services - Planning and Development

C5 Task Order PDE-TO2024-0004 - W.E. Oliver, PE, LLC - Development, Operations and Maintenance of the Villages of Pasadena Hills Fee Credit Registry - $768,610.50
File Number PDE24-0371
Comm. Dist. 1,2
Recommendation Approve

Mr. Nectarios Pittos, Director of Planning Services, spoke regarding the request to revise the scope of services to accommodate IT technical requirements, the increase of cost, and that funding within the VOPH Development Administration Review Liabilities Account would cover the cost increase.

Discussion was held regarding appreciation for the protection of citizens investing into the project and that the credits were managed appropriately.

COMMISSIONER WEIGHTMAN MOVED approval to receive and file documents submitted by Mr. Nectarios Pittos; **COMMISSIONER MARIANO SECONDED.**

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

COMMISSIONER WEIGHTMAN MOVED approval of Staff's recommendation including the noted revision to scope of services to accommodate updated IT technical requirements; **COMMISSIONER STARKEY SECONDED.**

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

Internal Services - Facilities Management

C8 Approve Professional Services Agreement for Hudson Library Renovation - RSQ-KM-20-084 – Design Services – Harvard Jolly, Inc. – $592,312.00
File Number FAC24-0108
Comm. Dist. 5
Recommendation Approve

Mr. Andrew Baxter, Director of Facilities Management, spoke regarding an error in the table on page two of the memo for the total for construction which should be $12 million for the entire project and that they were only requesting the approval of the design.

Discussion was held regarding clarification of language for the motion; the idea to delay the project for a year or two; the request to continue the item; whether phasing the project construction was possible; that people were looking forward to the library; cost concerns regarding waiting too long on the project; the benefits of the completed design work; and a request for a discussion with Staff at the start of the project.

COMMISSIONER MARIANO MOVED approval of Staff's recommendation including the noted revision to adjust the table on page two of the memo for the total for construction; **COMMISSIONER STARKEY SECONDED.**

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

C17 Second Amendment to Agreement Between Pasco County and the Sixth District Medical Examiner for Reimbursement of Service Fees – Medical Examiner – $2,000,000.00
File Number OMB24-0043
Comm. Dist. All
Recommendation Approve

Ms. Amielee Farrell, Budget Director with the Office of Management and Budget, spoke during the discussion.

Discussion was held regarding questions on mandatory fees and coverage; the state mandate to fund for a medical examiner; the options for hiring a medical examiner; that contracting with Pinellas saved the County money; the cost responsibility of deceased individuals in Pasco County; an overview of the July medical examiner invoice; whether there was a breakdown of the type of deceased individuals; budget concerns; the concern over counties paying the bill if a visitor passed away; the lack of autopsy information; and whether the item could be continued to gather more information.

COMMISSIONER MARIANO MOVED approval to continue for two weeks; **COMMISSIONER STARKEY SECONDED**.

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

Internal Services - Purchasing

C20 Award of Bid No. RFP-LK-23-065 – Westcare Gulfcoast-Florida Inc. – Substance Abuse Residential Treatment Services – Multi-Year Award - $300,000.00
File Number PU24-0023
Comm. Dist. All
Recommendation Approve

The item was withdrawn.

C28 Contractor Agreement between Tampa Bay Estuary Program and Pasco County – Baffle Box Installation Project – Recognize, Appropriate and Accept Grant and Grant Matching Funds from the Tampa Bay Estuary Program – $170,500.00 / $170,500.00, $150,000.00
File Number PW24-0082
Comm. Dist. All
Recommendation Approve

Mr. Jonah Mick, Public Works, spoke during the discussion.

Discussion was held regarding the high expense of the item; the Pot 2 BP RESTORE Act Grant funding; the request to delay the item due to spending; that there would be no issues in delaying for a couple of weeks; discussions with the Estuary Program regarding other funding sources; the distribution of the RESTORE funds; an idea to push the item forward; that the estuaries had joined with a coastal component; that there were no concerns with receiving the money from the Pot; it was worth taking a look at; the recent baffle box event and that hopefully it could be continued; the effects of not catching trash in the water; and the request to explore quickly to save money.

COMMISSIONER MARIANO MOVED approval to continue for two weeks;
COMMISSIONER YEAGER SECONDED.

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

Public Safety - Fire Rescue

C38 Cooperative Purchase - Safeware, Inc - High Water/Armored Rescue Vehicle - $458,408.25
File Number FR24-1747
Comm. Dist. All
Recommendation Approve

The item was withdrawn.

Public Services - Community Development

C39 State Housing Initiative Partnership Program (SHIP) Development Project; Developer Agreement – Port Richey Leased Housing Associates III, LLLP – State Housing Initiatives Partnership, CSFA 40.901 – $3,000,000.00
File Number CD24-0023
Comm. Dist. All
Recommendation Approve

Commissioner Mariano spoke regarding that the program was a long time coming, that it would greatly help with senior housing, and that it was a great addition.

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

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

Public Services - Community Services

C41 First Renewal of Agreement for Food Services – Metz Culinary Management, LLC – Congregate and Home-Delivered Meal Programs – $1,025,763.00
File Number SS24-0010
Comm. Dist. All
Recommendation Approve

The item was withdrawn.

C42 Home Care for the Elderly (HCE) Standard Vendor Agreement – Area Agency on Aging of Pasco-Pinellas, Inc. (AAAPP) – Temporary Program to Provide Home Modifications and Technology Services; CSFA No. 65.001 – $380,089.00
File Number SS24-0013
Comm. Dist. All
Recommendation Approve

Ms. Alvarez-Sowles spoke regarding that the original documents had been received that morning, that not enough time had been given to review it, and requested for the item to be approved subject to Clerk review.

COMMISSIONER WEIGHTMAN MOVED approval of Staff's recommendation subject to Clerk review; **COMMISSIONER STARKEY SECONDED**.

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

C43 Community Care for the Elderly (CCE) Standard Contract – Area Agency on Aging of Pasco-Pinellas, Inc. (AAAPP) – Case Management Services to Prevent, Decrease, or Delay Premature or Inappropriate and Expensive Placement of Elders in Nursing Homes and Other Institutions; CSFA No. 65.010 – $3,974,417.10
File Number SS24-0015
Comm. Dist. All
Recommendation Approve

Ms. Alvarez-Sowles spoke regarding the similar situation to Agenda Item C42, that time was needed to review the item, and requested approval be subject to Clerk review.

COMMISSIONER WEIGHTMAN MOVED approval of Staff's recommendation subject to Clerk review; **COMMISSIONER STARKEY SECONDED**.

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

Public Services - Parks, Recreation and Natural Resources

C44 Award of Bid No. IFB-KF-24-092 – Gulf American Construction & Development Corporation – Replacement of Floating Docks and Gangways at Robert J. Strickland Memorial Park – $291,438.83
File Number PRN24-0153
Comm. Dist. 5
Recommendation Approve

The item was withdrawn.

Public Services - Public Transportation

C46 Community Care for The Elderly (CCE), Home Care for The Elderly (HCE), and the Alzheimer's Disease Initiative Program (ADI) Standard Vendor Agreement – Area Agency on Aging of Pasco-Pinellas, Inc. (AAAPP) – Transportation Services – No Funding Required
File Number PT24-0022
Comm. Dist. All
Recommendation Approve

Ms. Alvarez-Sowles spoke regarding the similar situation to Agenda Item C42, that time was needed to review the item, and requested approval be subject to Clerk review.

COMMISSIONER WEIGHTMAN MOVED approval of Staff's recommendation subject to Clerk review; **COMMISSIONER STARKEY SECONDED**.

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

Regular

Legislative/Administrative - County Administrator

R47 2025 State Legislative Discussion
File Number CA24-5030
Comm. Dist. All
Recommendation Presentation Only

Mr. Ralph Lair, Intergovernmental Affairs Officer, used documents distributed to review the item and spoke regarding the process of proposals received and initiatives and an overview of the issues within the Policy Proposals.

Mr. Keith Wiley, Director of Parks, Recreation, and Natural Resources, and Mr. Nick Uhren, Director of Engineering Services and County Engineer, spoke during the discussion.

Discussion was held regarding list submissions; that last year District 3 did not get to request for things; that there would be no caps on submissions; that the Honorable Ed Hooper, Florida Senator, would be the Appropriations Chair; the history and issues with the East Pasco Emergency Shelter, Recreation Complex, and Community Center; whether the Center was a part of the Parks Master Plan; the benefits of the Center for everyone; the benefit of moving the location; that the Center would not repeat the same mistake of the Fasano Shelter roof; whether there should be concerns regarding the Center being vetoed; that State Elected Officials were supportive; reasons for the chosen project; the issue with last year's projects; whether the projects could go under

Pasco County and Dade City; the request to see the Metro Project on a map; that requested projects needed to be a County project; the priority to connect Sunlake to 54; the contractual obligations to widen roads; that the extension to Bexley Parkway would be added to the 5-Year CIP; where the extension was on the MPO's priority list; the clarification on the processes between the priority projects that the MPO adopts and Capital Improvement Program that the Commission adopts; the removal of widening Trinity Boulevard from the 5-Year CIP and if money could be procured; Rangeland updates; whether to ask for Rangeland to relieve traffic on 54; whether a request for design funds was possible; the race to construct infrastructure to keep up growth and development within Pasco County; that projects were competing for funds; that projects presented were data driven and was an interactive process with the Board; an analysis of Trinity Boulevard and the intention to partner with Public Works; the East Lake Corridor; Trinity Boulevard; the impacts of asking for Appropriations on projects that had not been designed; the reallocation of funds for the bike/ped overpass at 54 and Suncoast to help with other projects; the agreement with FDOT regarding pedestrian overpasses; if Legislative Appropriation was sought for both roads; sidewalk safety concerns from Trinity Boulevard towards the schools; working with the School Board about their priorities to help receive Capital funds; the concern over the School Board's construction of sidewalks; an example of Shady Hill's sidewalks; the support of the School Board's priority list for sidewalks; the sidewalk and multi-mobile path created during the Old Pasco Road widening; discussions and coalition with FAC; whether a walkway for Metro was a part of County safety issues; that Metro and the County's request should work together; the issue with Metro's requests; that Metro had been asked to participate; a suggestion for a presentation to the Reginal Planning Councils regarding Live Local; the need and hopeful reception of the County and Municipal Enforcement Complaints; the great list of asks to support the County; and the potential policy discussions brought on by the unfunded state mandates throughout the Budget process.

The item was for information only.

Legislative/Administrative - Organizational Performance Management

R48 2025-2030 Strategic Plan
File Number OPM24-1008
Comm. Dist. All
Recommendation Presentation Only

Dr. Marc Bellas, Office of Strategy and Sustainability, used a PowerPoint presentation to review the item and spoke regarding the story of a movie played at an old theater in Oakland and a target analogy regarding the Strategic Plan.

Discussion was held regarding when there would be updated reviews; the ways for the Board to be updated on the process; the system metrics that the Board could use; the collaboration process with the Strategic Plan Development Committee; a request for a handout for the Leadership Council meetings; and that handouts would be produced.

The item was for information only.

Miscellaneous Business - District One - Commissioner Oakley

- Chairman Oakley displayed photographs and spoke regarding the new Health Department Building in Hudson, the services for citizens, the good work of the Team there, and that he was thankful for the work that supported the best health for all of Pasco citizens.

  Discussion was held regarding thanking Commissioner Oakley for attending the event and that the old building was to be sold and the money would be put back into the County

- He displayed photographs and spoke regarding attending the Pinellas and Hillsborough County Public Safety Operations Centers, the newer facility in Pinellas, that Pinellas had built for future and current needs, that Hillsborough County was run very well similar to Pinellas, that Hillsborough County was busting at the seams due to building at current needs instead of future, the loss and growth of Public Safety employees in Pasco, and that he was thankful for the Board's help for Public Safety employees and Pasco citizen.

- He displayed photographs and spoke regarding the Citizens Academy with Public Safety Sherrif and Fire Rescue, that they were a great group of people who were interested in the information, a SWAT team demonstration, and that he had explained the new paving assessment to the Advisory Group.

Miscellaneous Business - District Two - Commissioner Weightman

- Commissioner Weightman passed around a children's book and spoke regarding his concern in regards to children's books with adult conversations within Pasco's library system, that he had asked the Library Team to do a full review, his appreciation towards the seriousness of the exercise from Staff and the Library Team, the number of books found with similar verbiage, the comparison to the Florida Department of Education's objection list, the current audits, his request for all individuals to please be vigilant on what children may be reading, his goal to have the books thoroughly vetted, and that he looked forward to what the team could come up with and engaging with the Library Advisory Board.

  Discussion was held regarding previous conversations with the removal of certain books from libraries; the need to remove the books now; and to thank Commissioner Weightman for spearheading the issue.

  Mr. Sean McGarvey, Director of Library Services, spoke regarding that the books had been suppressed and removed under review, so that they were no longer on the shelf, as well as the titles mentioned within the catalog.

  Discussion continued regarding the books within public schools; that the school system followed the Florida Department of Education's objection list; that Pasco County Libraries were under the purview of the Board; the need to let the book vetting process play out; that the book vetting process had been approved two years ago; and that there was a civilian oversight and the library would begin the review process.

Miscellaneous Business - District Three - Commissioner Starkey

- Commissioner Starkey displayed photographs and spoke regarding her appearance at the Community Service Council Chopped event, the events she and her son won, that the event was a lot of fun, and the services of the Community Service Council.

- She displayed photographs and spoke regarding a tour, that she would tour Pinellas County's as well, that she had originally missed the Pinellas County tour due to being at the Honorable Ron DeSantis', Governor of Florida, conference on tourism, and the request to tie the Tourism Council to the Cultural Council for joint projects.

  Mr. Sean McGarvey, Director of Library Services, spoke regarding an upcoming meeting and that they could bring up the idea to the CAAC.

  Discussion was held regarding Commissioner Starkey attending the upcoming meetings.

- She displayed a video and spoke regarding the recycling of glass in the County, that Disney created their outdoor areas with recycled glass, the request to look into it, and that the machine was not very expensive.

  Discussion was held regarding the price of the machine.

- She spoke regarding a video displayed on the collection of coins.

  Discussion was held regarding the recycling of materials being sent to a facility; the request for more details on the program; the need for a machine that broke down glass into sand; and that grants were available to help purchase the machine.

- She displayed a photo and spoke regarding her concerns with a fenced house on Patriot Lane and whether the fence was allowed by Code.

- She distributed documents and spoke regarding her concerns with the Moffit powerlines that had not been buried due to the Withlacoochee power company, an example of the need for buried powerlines, that all powerlines had gone underground in Miami-Dade County, examples of power companies and their percentage of underground powerlines, the issues with new developments that had lines above ground, and the requirements in other counties for powerlines to be underground.

  Discussion was held regarding the type of powerlines; if Pasco required local transmission lines to be underground; that most new neighborhoods did not have above ground powerlines; that there was a disagreement happening and Moffit would like their lines to be buried; and that a rule in place would be needed if it did not exist.

- Later in the meeting, she spoke regarding Spokane, NACo achievement awards, the request for Pasco to copy the Skill Bridge program, a workforce training tour in Pennsylvania, and the hope that this program could bring jobs for citizens leaving the military.

- She distributed documents and spoke regarding an Ordinance adoption for camping misdemeanors, whether Pasco had a community court, the reading of the Ordinance, an example of a well shutdown near her, the potential benefits to a community court, and concerns with a property on 19.

Miscellaneous Business - District Four - Commissioner Yeager

- Commissioner Yeager displayed a photo and spoke regarding the ribbon cutting for the Florida Department of Health and Pasco County's Premier's new dental office, the amazing job with the building, and the services that would be provided.

- She displayed a photo and spoke regarding her visit and tour of the Clerk and Comptroller's Office.

- She displayed a photo and spoke regarding a fire in Moon Lake and the family's circumstances. She noted her appreciation for the Fire Department, the Fire Department charities, and to the Pasco community for their help with the family, and provided an update on the family's future living situation.

  Discussion was held regarding the location of the new home; that the family had lost everything; whether a GoFundMe page had been created; and that the Fire Department would set up a link to help the family.

Miscellaneous Business - District Five - Commissioner Mariano

- Commissioner Mariano displayed photographs and spoke regarding the Oasis Pregnancy Center and the event turn out.

- He displayed photographs and spoke regarding the Premier Healthcare Awards Event, the sponsors of the event, the great services provided for people, and the turn out for the event.

- Later in the meeting, he distributed documents and spoke regarding the Ordinance for election signage, sign violations, that the rules were different, and the request for the Board to look over the Ordinance for discussion at the next meeting.

  Discussion was held regarding the two separate issues; the possible solution; that it could be discussed at the upcoming September meeting; double-sided signs; and that Staff was working on the issue.

Miscellaneous Business - County Administrator

- Mr. Carballa spoke regarding potentially meeting and creating an agreement for the Board to approve taking over Safety Town.

  COMMISSIONER MARIANO MOVED approval to have the County Administrator and the County Attorney create an agreement for the Board to potentially take over Safety Town; **COMMISSIONER STARKEY SECONDED.**

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

- He displayed photographs and recognized the Community Development Team that was honored with the New Construction Rental Development Award. He

noted the great job regarding the affordable housing units constructed and thanked the Team for a job well done.

- He recognized the Purchasing Department for being met with an Achievement of Excellence and noted the Team continued to do great things.

- He held up a document and spoke regarding Community Rating System, the savings for residents, his thanks towards Emergency Management and BCS, and goals going forward for citizens.

- He spoke regarding Ms. Jordan Packard's retirement years ago, the resolution that was passed, and his request for a moment of silence for her passing.

Miscellaneous Business - County Attorney

- No items.

Miscellaneous Business - Clerk and Comptroller

- Ms. Alvarez-Sowles introduced the Board to the newly appointed Inspector General, Ms. Christine Calianno. She spoke regarding Ms. Calianno's work and leadership experience and her education experience and skills.

  Ms. Christine Calianno, Inspector General for the Clerk and Comptroller, thanked everyone for the formal introduction. She spoke regarding her background, her gratefulness towards her new role, the tie back to the Strategic Plan, her goals with relationships within the County, and was thankful for her opportunity.

  Chairman Oakley welcomed Ms. Calianno to Pasco and expressed the importance of her job.

Miscellaneous Business - Sheriff

- Absent.

THE BOARD RECESSED AT 12:06 P.M. AND RECONVENED AT 1:32 P.M. ALL COMMISSIONERS WERE PRESENT. MS. ALVAREZ-SOWLES WAS REPRESENTED BY MR. HAROLD SAMPLE, DEPUTY CLERK.

Public Hearings

Proposed Ordinances at 1:30 p.m.

P49 Land Development Code Amendment (Continuance) - An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Section 802 Tree Preservation And Replacement; Appendix A Definitions; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PDE24-0379
Comm. Dist. All
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

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

COMMISSIONER STARKEY MOVED approval to continue to a date uncertain; **COMMISSIONER MARIANO SECONDED**.

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

P50 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 12) From RES-3 (Residential - 3 Du/Ga) And AG (Agricultural) To PD (Planned Development) On Approximately 100.8 Acres Of Real Property Located At The Southeast Intersection Of US 41 And Leland Avenue And 1.1 Miles North Of S.R. 52; And A Text Amendment Creating Subarea Policy Flu 7.1.72 – Fletcher; And A Map Amendment To The Future Land Use Map 2-9 Adding Subarea Map 2-9(72) Fletcher; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.

File Number PDE24-0024
Comm. Dist. 1
Recommendation Approve

Mr. Sample noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, read the item into the record and used a PowerPoint presentation to review the item.

Discussion was held regarding the placement of the multi-family and commercial properties; clarification on whether the item was just a Comp Plan change; the need to make sure the site plan was binding; a concern on what would be in front of the project on 41; and the suggestion to listen to P58 before voting.

Public comment for Agenda items P50 and P58 were heard together.

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

COMMISSIONER MARIANO MOVED approval to continue to the October 8, 2024 Board of County Commissioners meeting at 1:30 p.m. in Dade City; **COMMISSIONER YEAGER SECONDED**.

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

P51 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Amending Section 303.5, Common Procedures, Preapplication Consultation; Section 305.1, Neighborhood Meeting, Intent and Purpose; Section 402.3, Use Permits, Conditional Uses; Section 525.3, C-1 Neighborhood Commercial District, Conditional Uses; Section 525.4, C-1 Neighborhood Commercial District, Special Exception Uses; Section 526.3, C-2 General Commercial District, Conditional Uses; Section 907.3, Stacking Spaces And Drive-Through Facilities; Creating Section 1106, Car Wash Facilities Standards; Appendix A, Definitions; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PDE24-0336
Comm. Dist. All
Recommendation No Action Required

Mr. Sample noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, read the item into the record and used a PowerPoint presentation to review the item. He spoke regarding the limited frontages, the low opportunity for employment generating land uses, consideration for the types of land uses along the County roadways, and questions submitted by interested parties.

Mr. Clarke Hobby, Hobby and Hobby PA, Ms. Barbara Wilhite, and Ms. Cynthia Spidell, representative of the Circle K on Prospect and Clinton Avenue, spoke regarding no objections to car wash limits or Conditional Use requirements; the adoption of C2 standards within MPUDs; that car washes as a potential use would now go away; that

there had not been a lot of meetings with stakeholders; language issues within the draft; that they would like to sit down with the County Attorney's Office and Staff regarding the language; the representation of sellers; clarity that the site design requirements were still allowed; the concern of modifying an MPUD; the journey alongside Staff; that they understood the intent; whether they needed to pull in all car washes instead of just standalones and freestanding; notification concerns for convenience stores with car washes; the need for clarification on the prohibitions for car washes in a connected city and VOPH; the difficulties with neighborhood meetings; Staff's discretion for neighborhood meetings; a use exemption for type 2 Villages; the standard for driveway markings; modifications; appreciation for everyone's work; the concern that no alternative standards would be allowed; the difficulties with establishing public need, and competition within Pasco County.

Discussion was held regarding a request for the individuals of Pilot Country and the HOA to provide their contact information to Chairman Oakley; whether the car washes in the presentation met landscaping code; car washes that were not Pasco's; appreciation to the Planning team for the movement forward with car washes; the initiative for architectural design standards and distance requirements; the Board's ability to approve a car wash when necessary; traffic safety; the decommissioning plan on car washes over other businesses; that more work was needed before a vote; the hope that Staff, stakeholders, and Mr. Steinsynder could work together to create a good product; the request that anything the Board had already approved to not be impacted by the Ordinance; the excitement towards the final product; that concerns regarding car washes had been heard; and the positive direction for a more professional car wash product; a monopoly on land; the requirement of a Conditional Use permit; applications; that distance was the most important part of the Ordinance over the market analysis; the concern with approvals of MPUD's with C2 zoning; clarification on Mr. Allen Altman's specific MPUD and approval; clarification on MPUD's allowed C2 permitted uses; an overview of the approval process; the requirement of a neighborhood meeting; whether the neighborhood meeting requirement stemmed from the car wash in Seven Oaks; the need to make sure already approved projects were not affected; that the car wash at Prospect and Clinton was in the clear; whether going through a Conditional Use would require a modification for an MPUD; the suggestion to require a Conditional Use permit for someone that had C2 with no design standards; the intention of the language; the costs of a substantial modification; the cell tower Ordinance decommission; specific language for decommission; the creation of a Conditional Use; the need to work on the Conditional Use Standards; the idea that Planning Commission thought it would help self-regulate individuals so they would not proliferate car washes; an ex parte filed on the item; that they were close to a final version; that gas stations with car washes should not be within the protection; the location and distance of car washes; clarification on if accessory car washes should not be considered for the distance requirements; the public meeting requirement compared to other businesses; the surprise of a car wash for the Seven Oaks residents; the discretion of the Board; jobs per square foot; the public hearing; and that a neighborhood meeting would not be necessary since there would be a public hearing.

No action required as this was the first Public Hearing. The adoption hearing was scheduled for the September 17, 2024 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey.

P52 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Section 604 Northeast Pasco Rural Protection Overlay District; Figure 604-1 Northeast Pasco Rural Protection Overlay District Boundary; Figure 604-2 Northeast Pasco Rural Scenic Roadways; Figure 604-4 Limits To Topographic Alterations; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer, Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PDE24-0413
Comm. Dist. All
Recommendation No Action Required

Mr. Sample noted an issue with the item.

Mr. Nectarios Pittos, Director of Planning Services, spoke regarding that the item was for an expansion of the northeast rural protection area, noted that the advertisement was misdated, and requested a continuance of the item.

COMMISSIONER MARIANO MOVED approval to continue to the October 8, 2024 Board of County Commissioners meeting at 1:30 p.m. in Dade City; **COMMISSIONER WEIGHTMAN SECONDED**.

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

P53 An Ordinance by The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code, Section 905.2.E, Landscaping And Buffering; Landscape Acceptance, Maintenance, And Prohibitions; Appendix A Definitions; And Other Sections, As Necessary For Internal Consistency, Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number DRD24-0209
Comm. Dist. All
Recommendation Approve

Mr. Sample noted the proof of publication.

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

Mr. Brad Tippin, Director of Development Review Services, used a PowerPoint presentation to review the item and spoke regarding references to invasive species with the current Comprehensive Plan and Land Development Code, cogon grass concerns, the change to FISC, and a separate paragraph on cogon grass.

Ms. Jennifer Seney spoke regarding that she was pleased with the final version of the amendment, her concern on when best management practices would go into effect, her preference for it to be at the site planning stage, that all invasives should be called out, the concern on follow up inspections, the Growth Management Manual, her appreciation for including the category 1 invasive species from the Florida Invasive Species Council, an overview of the list from the Florida Invasive Species Council, that the amendment was more than the County had done before to address invasive species, and it was a way to restore the native environment.

Discussion was held regarding the separation of cogon grass from other invasive species within the code; the reference to best management practices for removal of invasive species; that cogon grass was very detailed in the Florida Administrative Code compared to other invasive species; invasive species conflictions; the addition of extra cogon grass protection; that this was the first step within the process; future discussions with Staff; Ordinances from other counties; the need to get cogon grass under control; and that cogon grass was being sold as sod.

COMMISSIONER STARKEY MOVED approval of adoption; **COMMISSIONER MARIANO SECONDED**.

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

Public Hearings at 1:30 p.m.

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

Mr. Sample swore in those who planned to present testimony.

P54 Zoning Amendment (Continuance) – Suncoast Lakes MPUD Master Planned Unit Development – Rizk Florida JV - A Rezoning Request from an MPUD Master Planned Unit Development to an MPUD Master Planned Unit Development District to Allow a Modification to the Previously Approved MPUD to Reflect, Memorialize, and Approve Subsequent Revisions on Approximately 483.5 Acres in the South and Central Market Areas

File Number PDE24-7826
Comm. Dist. 4
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

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

Discussion was held regarding the requested continuance.

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

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

P55 Zoning Amendment (Consent) – Kokolakis West MPUD – SR 52 Limited Partnership and Jen Holdco LLC – Rezoning Request from an A-C Agricultural District to an MPUD Master Planned Unit Development District to Allow for the Maximum Development of 155 Single Family Detached Dwelling Units (DU), 67 Single Family Attached Dwelling Units, 168,799 Square Feet (SF) of Support Commercial, and 125,000 SF Corporate Business Park/Target Industry/Light Industry and Associated Infrastructure on Approximately 177.48 Acres Located in Central Pasco County

File Number PDE24-7597
Comm. Dist. 2
Recommendation Approval with Conditions

Mr. Sample noted the proof of publication.

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

Mr. William Vermillion, Planning, Development and Economic Growth, used a PowerPoint presentation to review the item.

Mr. Brad Tippin, Director of Development Review Services, and Mr. Nick Uhren, Director of Engineering Services and County Engineer, spoke during the discussion.

Discussion was held regarding the alignment of the interior road; the need for the color key to the Central Pasco Employment Village Master Plan; the Swope MPUD; where the easements were within the map; the Tampa Bay water easement; an additional sliver to widen for use; the trail which would be allowed to come in and cut down to the road; why the blue strip wasn't shown on the property to the east; SWFWMD preservation; the history and reason the easement was not shown on the map; a year to comment on a 60-foot easement or 30-foot easement and whether there was a comment; that a 30-foot easement was determined acceptable; whether the easement was still there; the obligation of the property owner to the east; that the County chose to accept an easement; that at the time of Board approval the easement was not yet recorded due to fencing issues; that those issues had been resolved; that the easement

would be brought to the Board in October so it could be recorded; whether the developer's mobility fee credits should go towards the trail; that it was an asset towards their development; whether the property was fenced on both sides; that developers could build their segments of the Orange Belt Trail; the height challenge with developer's constructing a pedestrian facility; the request for a collection of fees that go to their property; the flexibility of mobility fees restricted by zones; the combination of funds used to create the Orange Belt Trail; the recommendation on how to use the mobility fees; that they were smaller compared to the transportation capacity mobility fees; the concern that there was no money; and the SUN Trail money.

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

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

P56 Zoning Amendment (Consent) – Dave Mitchells Holding Company/Mitchell Clinton Rezoning – Change in Zoning from an R-1MH Single-Family/Mobile Home District and C-2 General Commercial District to a C-2 General Commercial District – East Central Pasco County – Northeast Corner of Circle B Road and Clinton Avenue – Containing Approximately 2.18 Acres

File Number PDE24-7808
Comm. Dist. 1
Recommendation Approve

Mr. Sample noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, read the item into the record and spoke regarding the ex parte form submitted by Commissioner Starkey.

Mr. Liam Devine, Planning, Development and Economic Growth, spoke during the discussion.

Discussion was held regarding whether there was a metal building on the site; that the property received a site plan approval and building permit for the building in C2; a cleanup zoning for the back half; and that Circle B was C2.

Chaiman Oakley called for public comment.

There was none.

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

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

P57 Zoning Amendment (Regular) - Crossways MPUD - Crossways 301 LLC - Rezoning Request from an A-C Agricultural Zoning District to an MPUD Master Planned Unit Development District to Allow for the Development of Up to 40 Single-Family Detached Dwelling Units and Associated Infrastructure on Approximately 29.5 Acres Located in East Pasco, Directly East of Old Lakeland Highway, 0.2 Miles East and 0.1 Miles North of U.S. Highway 98

File Number PDE24-7683
Comm. Dist. 1
Recommendation Approval with Conditions

Mr. Sample noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, read the item into the record and spoke regarding the applicant's request for a continuance.

There was no public comment.

Discussion was held regarding the location of the item; that the item was looked at last month; density; the difference of the product; the motion of the item; and public input.

COMMISSIONER MARIANO MOVED approval to continue to the October 8, 2024 Board County Commissioners meeting at 1:30 p.m. in Dade City; **COMMISSIONER STARKEY SECONDED**.

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

P58 Zoning Amendment (Regular) – Fletcher MPUD – Mary L Fletcher Rev. Trust and Richard D. Fletcher – Rezoning Request from an A-C Agricultural District and an R-1MH Single-Family/Mobile Home District to an MPUD Master Planned Unit Development District to Allow for the Development of 350 Multi-family Apartment Dwelling Units, 160 Townhome Dwelling Units, and 100,000 Square Feet of Commercial and Associated Infrastructure on Approximately 100.6 Acres Located in North Central Pasco

File Number PDE24-7739
Comm. Dist. 1
Recommendation Approval with Conditions

Mr. Sample noted the proof of publication.

Mr. Liam Devine, Planning, Development and Economic Growth, spoke regarding ex partes that had been received and that they would be submitted to the Clerk's Office. He reviewed the item using a PowerPoint presentation.

Ms. Christie Barreiro, Heidt Design, representative for the applicant, spoke regarding the hard work on the concept plan, the transition of the Comp Plan Amendment to the State, the approval from the Planning Commission, that the project was mixed use, that the applicant was not the developer, the density language in the sub area polices, the MPUD conditions per parcel, and that while the concept would not be binding there would not be much room to change the plan beyond the conditions.

Mr. Mark Wilke, representative for the applicant, spoke regarding the difference between carriage homes and townhomes, aesthetics with the rear loaded units, the density number, and the previous Planning Commission meeting.

Mr. Roberto Garcia, Mr. Tom Cooper, Mr. Michael Hoover, Mr. Paul Prince, Mr. Rick Warner, Mr. Mark Budd, Ms. Emma Hemness, Hemness Faller Law, Mr. Christopher Buell, and Mr. Dennis Hertenstein spoke regarding the ownership of the area; the issue with the access gate; unwanted traffic; that the road was used by airplanes with no way to backup with traffic; a letter for potential property owners notifying them of the runway and noise; complaints from a neighborhood; that the letters had not been signed; personal experiences as a pilot; personal experiences with bird strikes; how hits occurred; the removal of the ponds; potential future issues; the issues shown on the news; their history in the County; where they currently lived; those who owned an aircraft; flight history and experience; that Mr. Cooper was an elected representative of Pilot Country Estates Homeowners Association; the HOA's location and what it represented; development notification issues for Pilot Country Estate residents; rezoning concerns to the north; airport protection zoning regulations within the Land Development Code; the creation of more hazards; the unknown hazards recreated for future residents and pilots; issues with the developer's site plan; and a request for an invitation to all future development planning meetings or rezonings adjacent to the airport; appreciation to the Board for their time; the work that went into the plan and the

fundamental errors; an overview of the three entities of the Pilot Country Airport; that Staff had spoken with the owner's representative Mr. Spencer Brass and his residencies; the Airport Owner's desire for a return on investment; the desire of the members of the Home Owners Association and residents for a functioning airport community; water fowl off the runway; an example of an incident with a pilot and Sandhill Cranes; appreciation for Mr. Cooper; the need for Staff to consult with the Home Owners Association and not the airport; a change in Pasco County's slogan with the development; that Parcel D was a bad idea with the airplane noise; the two retention ponds; the displacement of gopher tortoises; the current cows; that the idea was all-around bad; that a commercial development would be more acceptable; that the airport owner did not speak for them; that the Home Owners Association and the property owners were separate entities; those who lived on the actual runway; the Commissioner's points that needed to be considered; the request for the changes; that they were not against development, but into safety; Mr. Warner's experience as an air traffic controller; the created kill zone; an example of a potential accident; that takeoff and landing were the most dangerous parts of flying; incapability of the area, and the request for Parcel G, Parcel G1, and Parcel D to be reworked; the letter received and filed by Mr. Garcia; flight enthusiasm; recent visits to Pilot Country Estates; that more attention was needed toward the gated access; the Conceptual Plan's bindingness; a transcript; the August 8, 2024 Planning Commission was the first meeting for the Pilot Country residents; the impacts of the private property owners of Pilot Country; a recommendation that the item not be approved today for the safety of the community; notifications for the community through the HOA for issues and involvement; comments made at last month's meeting; the scramble for the last meeting; multi-story houses on the airport; the difference between houses at the end; the controlled field and an overview of the traffic patterns; the issue with the traffic patterns over houses, an example of engine failure during climb out; personal experiences from an airplane crash; that commercial and warehouse space would be more compatible; that the Pasco County Sheriff used the runway for training; that the Air National Guard used the runway for practice; that most people living there accepted and enjoyed the traffic and activity; the concern with lack of notification for new residents about the airport; and the request to change the zoning to something more compatible with the current use.

Mr. Nectarios Pittos, Director of Planning Services, spoke during the discussion.

Discussion was held regarding clarification on where different zonings would be in the development; the required protection areas for the airport; the location of the multi-family units; that the conceptional plan was non-binding, but the parcels were specific on how they could be developed; that the applicant's desire for a LUEM was complicated with a binding conceptual; binding patterns imposing on other parcels; clarification on the flexibility of LUEMs for the development; the conditions of the LUEMs; if townhomes would be required to be rear loaded; the issues of the design being conceptual; examples of conceptual plans that did not match up with what was produced; issues regarding the transition to the rural area; that the project didn't necessarily fit with what was around it; the change of Parcel G due to bird concerns around the runaway; clarification on the shifted amount of rear loaded townhomes; the

land saved for the airport; the airport study; the suggestion to shift compensating storage in G1 due to water way concerns; clarification of the placement of the building and parking lots; the change to multi-family homes; that the number of apartment units could not be increased; that they could trade apartments for town homes, single-family homes, or commercial; percentages in the Conditions of Approval; the hard work with Staff and the Commissioners; that the multi-use did not fit in with the area; the vertical capping of apartments and townhomes; the potential of a carriage home product; the appropriateness and flexibility of the vertical mixed use building on the northeast corner; the provision of options for modifying the building uses; the need to be careful with the rural area and to keep the area as rural as possible; public comment options for the upcoming hearings; the bird concerns along both sides of the runway; documents distributed by Ms. Barreiro; that the compensating storage was a floodplain pond; other representatives present that could answer questions; that nothing would be developed in the runway protection zone; the guidelines just outside of the protection zone; an overview of the proposed pond edges in regards to vegetation and birds; clarification on the twenty percent of rear loaded townhomes; the requirement of park spaces; the matrix compared to the concept plan; the flexibility of the multifamily units; if the carriage homes could be separated; density problems; the request for the number of units within the legend; the concern with how the product looked; clarification on the flexible multilevel options within the parameters of the Conditions of Approval; that the apartment unit max was 350 and that they could not increase the amount using the LEUM; the number of garden style apartments; the clarification on carriage homes and why they are considered apartment dwelling units; the concern over the change in the number of carriage homes; the max of apartment units; the difference between a carriage home and a townhome; the aesthetic and location of the carriage homes; examples of carriage homes; the height of the carriage homes; the limits to changing the design; less density; that the east-west spine road could not change much; the concept closeness; photographs displayed by Commissioner Starkey the exterior of carriage homes in Starkey Ranch; the number of units with garages; living on the bottom units; the definition of a carriage home; the potential Condition of Approval for living areas; Commissioner Weightman's points for the concept; the approval of the towns and commercial; multifamily; the procedures to be followed for both items P50 and P58 for public comment; the access to potential places to visit; whether it was a pedestrian gate; the ponds; a request for Mr. Carballa to make a copy of the letter received and filed to be made for the Commissioners; that Chairman Oakley's office would be reaching out to Mr. Cooper about the issues regarding District 1; whether there were two-story houses in Pilot Country; the closeness of houses to the runway; a conflict on who gets to live in the area; the difference between living in the middle of the runway and the takeoff and landing zone; flight and noise complaints from Talavera; an example of Mr. Prince's son leaving Talavera; living near the airport; that the Board could not view the picture on Mr. Budd's phone and that the photo could be emailed or displayed; a photo displayed by Mr. Budd regarding a bird strike incident and the damage to his plane; the potential of his aircraft ending up in homes; the issue with that particular density close to the airport; the prevalent Florida bird activity; appreciation to Ms. Rauber; that they thought the community had been spoken to; conversations with

the airport; rules; a request in the future regarding notification of neighboring parcels with access management issues; and that all the concerns had been heard.

Ms. Angela Rauber, from Hill, Ward, Henderson, representative for the applicant, spoke regarding the state of the project with everyone involved, that there seemed to be more work to do, additional conversations with the neighborhood, and the request for a 30-day continuance of the item.

COMMISSIONER WEIGHTMAN MOVED approval to receive and file documents submitted by Ms. Christie Barreiro; **COMMISSIONER MARIANO SECONDED**.

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

COMMISSIONER MARIANO MOVED approval to receive and file documents submitted by Mr. Roberto Garcia; **COMMISSIONER STARKEY SECONDED**.

Chairman Oakley called on the motion; and the motion carried with Commissioner Weightman absent from the vote.

COMMISSIONER MARIANO MOVED to receive and file documents submitted by Mr. Tom Cooper; **COMMISSIONER STARKEY SECONDED**.

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

COMMISSIONER MARIANO MOVED approval to continue to the October 8, 2024 Board of County Commissioners meeting at 1:30 p.m. in Dade City; **COMMISSIONER YEAGER SECONDED**.

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

THE REGULAR MEETING ADJOURNED AT 4:52 P.M.

Public Hearings at 5:15 p.m.

Call To Order

Chairman Oakley called the meeting to order at 5:18 p.m.

Invocation
Pledge of Allegiance

Mr. Sample gave the Invocation and led the Pledge of Allegiance to the Flag.

Roll Call

Mr. Sample called the roll. All Commissioners were present. Commissioner Weightman arrived to the meeting at 5:21 p.m.

P59 Adoption of Tentative Millage Rates and Tentative Budget for Fiscal Year 2025 - To Be Distributed
File Number OMB24-0045
Comm. Dist. All
Recommendation Approve

Chairman Oakley reviewed the procedures to be followed.

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

Mr. Farrell provided a summary of the General Fund and Transportation Fund.

Chairman Oakley called for public comment regarding the General Fund and Transportation Fund.

Ms. Christie Zimmer, Mr. Chris Walsh, Mr. Terry Schrader, Mr. Cecil Christian, and The Honorable Kevin Steele, State Representative, spoke regarding a request to reduce the millage rate; that the Honorable Mike Wells, Pasco County Property Appraiser, provided an opportunity to reduce the millage a couple of years ago; that people were taxed out of their homes; Ms. Zimmer's experience as a realtor; home assessment issues; that it was an election year; the request for some kind of reduction plan; examples of delays in paid taxes and abatements; the need to help taxpayers; the request to make budget cuts; Mr. Walsh's membership on the Board of Supervisors for the Talavera Community Development District; the homes and budget process; approval of some of the discussion; the taxable value back in 2019 versus now in Pasco County; that a lot of people could not afford their tax bill; previous discussions about affordable housing;

yearly tax increases; the reduction of millage rates; that something had to be done; appreciation to the Commission for what they did; resident phone calls Mr. Steele had received; inflation costs; that properties were artificially inflated; the reduction of costs once President Donald Trump was reelected back to office; that people would need to reapply for their home value to be lowered; a recommendation to reduce the value of the home or the millage rate; the amount of funds within the reserves; and the percentage put into the reserve.

Discussion was held regarding mandated funding by state statute; the delay of the Hudson Library design; that the $12 million fell under Capital Expenditures; the reduction in the paving MSTU millage; a suggestion to use the library funds to fund road paving; the amount taken away from the road paving MSTU; the recommendation to not level lower than the PVAS debt; that calculations for the mileage would be needed; the process required to enact on the idea; that cuts in the budget were still doable, but they just could not go up; clarification on the retiring the PVAS debt; the PVAS debt amount; the recommendation to pay for the debt with reserve funds; that reserve levels were sitting higher than the reserve policy required however recurring expenses exceeded current revenue; Public Safety agreements; the anticipation of drawing down the reserves in the out years; that Fiscal Year 2028 was the outyear; the issue with spending all the Capital funds; for Staff to bring the item back; the deferral of impact fees; that the Certificate of Occupancy was issued when impact fees were paid; an overview of the Senior Homestead Exemption; the comparison to other states in the Country about lowering taxes; whether a property was Homesteaded; increased tax rates; whether people within the district had reserve funds for a month; the recommendation to make adjustments; the need to help people; an overview of the reserve money and how it was used; the General Fund target reserve; the addition to the reserves each year; the Board policy target percentage; the target number increase difference; that the planned expenditures would decrease the number by 2028; whether there would be a penalty for going below the 60-day mark; bond ratings; that there were side effects to lowering the reserve, but no penalty; bond or debt covenants that required certain levels; the benefits of the Board's bond rating; and further discussion as they went through the process.

COMMISSIONER MARIANO MOVED approval to adopt the tentative Millage Rate for Fiscal Year 2025 for the General Fund of 7.5700 Mills; **COMMISSIONER STARKEY SECONDED**.

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

COMMISSIONER WEIGHTMAN MOVED approval to adopt the tentative Millage Rate for Fiscal Year 2025 for the Transportation Fund of 0.0000 Mills; **COMMISSIONER STARKEY SECONDED**.

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

Ms. Farrell provided a summary of the Fire Municipal Service Taxing Unit.

Chairman Oakley called for public comment regarding the Fire Municipal Service Taxing Unit.

There was none.

Discussion was held regarding an explanation of the D-Shift; the work schedule for firemen; the benefits to the additional shift; the increased manning requirement; the elimination of the Kelly Day; that the item saved the County from losing Public Safety personnel; losses years prior; the gain for the shift; the push for wages; the funding of D-shift for work-stress reduction; the growth of the County; what the MSTU paid for; the appreciation towards Fire Chief Anthony Perez' budget; savings for Fire Rescue; the change of the high turnover rate; and that more people were protected and wanted to work in Pasco County.

COMMISSIONER STARKEY MOVED approval to adopt the tentative Millage Rate for the Fire MSTU of 2.1225 Mills; **COMMISSIONER MARIANO SECONDED**.

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

Ms. Farrell provided a summary of the Parks Capital Maintenance MSTU.

Chairman Oakley called for public comment regarding the Parks Capital Maintenance MSTU.

Ms. Janine Duffy and Ms. Christie Zimmer spoke regarding the importance of parks; the increase of costs; a request for Parks and Recreation to receive cuts; the parks in Pasco and maintenance; a personal situation and getting taxed out of their home; that others were also affected; that they did not want to move; the request to hear people out; that it was an election year; and Penny for Pasco funds.

Mr. Keith Wiley, Director of Parks, Recreation and Natural Resources, spoke during the discussion.

Discussion was held regarding maintenance delays; that during COVID Parks was able to catch up on maintenance; what the money was needed for; the zero dedicated funding source for Capital Improvements; that the GO Bond funding would last until Fiscal Year 2025; that the MSTU would pick the Capital funding up from the General Obligation Bond; cuts made during Commissioner Starkey's time on the School Board during the recession; the County's cuts of Parks and Libraries; when Commissioner Starkey moved to Pasco, being a parent of kids who played sports in the parks, and her experience as a youth coach; that the Starkey Regional Park was the first park to be added in 32 years; that they were adding fields; kids that had signed up for sports that

they could not play; the new Little League team with no fields; the last time a Little League Complex had been added; the addition of the softball complex at Starkey Ranch; a review of the Capital Maintenance list; cost increases for projects; concerns with taking care of existing facilities; the clarification that the MSTU followed the General Obligation Bond for park maintenance; when the Dade City Little League visited the Board; the Commissioners' personal experiences with parks; the concern of adding two taxes to citizens; the request to help Parks from the General Fund; that the level of investment was not in the General Fund; the current level of investment and recommendation to the Board to commit at that level; the complicated potential reduction of the General Operating millage; that additional funds would be needed from the General Operating Fund for park maintenance; the uncertainty of the presidential election; that the MSTU was not structured for a sound Parks Budget for the future; a vote for a Parks tax that was an all-encompassing MSTU; that it added a long-term lifeline to the department; that the government needed to find ways to control spending in other departments; not wanting to support the current tax, that it was up to every department to advocate for themselves; appreciation for the work of every County Department; looking out for the best interest in a different way; the importance of parks; the request for Mr. Wiley to not bring it this year; process discussions; dislike of MSTUs; the Pine Hill Park takeover; blighted cities on the west side; money paid back from the CREs; the burden to County people; an example of the Sheriff's MSTU from years ago; that MSTUs were a tough way to go; that there was a better way to fund parks; that an MSTU added transparency and accountability to the fund; a book to show transparency; Capital Funding; that it was Mr. Wiley's job to tell the Board what the cost was and how to get there was the Board's; potential issues in the future if the MSTU did not go through; that there would be a lack of emergency funds; the votes for 2018 referendums; the concerns on the maintenance budget; how much would be cut from the General Budget; finding a way to keep kids safe; the average presented; the Ordinance tiers; that it depended on what came online and what was needed; an example if something went down; the increase of fees; the consideration of a lower MSTU number; the difference between parents putting groceries in a buggy or sending their kids to play sports; to measure in wants and needs; that the government would figure it out; reoccurring revenue; the need to challenge themselves; why the budget wasn't sound and needed to be restructured; what was needed for the hearings vote and the adoption vote; how the Penny for Pasco funds were being implemented; whether it was enough for maintenance; that it was Capital Infrastructure Tax; that it was for only new building; that the only maintenance funds came from the GO Bond; and that something else would be cut.

Chairman Oakley called for a motion to adopt the millage rate of 0.1712 Mills for the Parks Capital Maintenance MSTU.

No motion was made.

Mr. Carballa recommended the Board adopt a motion to set the millage at 0.0000 Mills.

COMMISSIONER MARIANO MOVED approval to adopt the tentative Millage Rate for the Parks Capital Maintenance MSTU Fund of 0.0000 Mills; **COMMISSIONER WEIGHTMAN SECONDED**.

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

Mr. Steinsynder clarified that the millage could not be raised at the next meeting.

Ms. Farrell provided a summary of the Road Rehabilitation MSTU.

Chairman Oakley called for public comment regarding the Road Rehabilitation MSTU.

Ms. Janine Duffy spoke regarding taxes that had been paid for years, that the roads were severely neglected, her confusion on which taxes would help the roads and infrastructure, a sinkhole in Holiday, the severe flooding, the additional sidewalk to Grand Boulevard, her experience driving through the flooding, and that the flooding in the past was not as bad as it was currently.

Mr. Brandford Adumuah, Assistant County Administrator of Public Infrastructure, and Mr. Daniel Risola, Assistant Budget Director with the Office of Management and Budget, spoke during the discussion.

Discussion was held regarding the support of the MSTU by a cut from the General Fund Mills; that the road MSTU was necessary; that it was a business the County should be in; looking forward to the discussion and outcome; an overview of how the mills were calculated; the mean value of homes; the funds towards paving the County's roads; the removal of the PVAS; the new paving system versus the PVAS system; the road conditions due to the PVAS system; the unfairness of the old system; dirt roads to be paved; seniors on fixed incomes; the understanding that it would cost money to pave roads; the two road types; an overview of road funding; road maintenance; the benefits and overview of the road tax; allocation of past taxes; the Transportation Trust Fund; clarification that roads were not fixed through property taxes; the growth of New Port Richey; the history of the east and west sides of the County paving for roads; the frustration of new developments getting new roads and sidewalks in the 19 Corridor; an example of when Pasadena Road would be paved; Holiday during a rainstorm; the fixing of sidewalks; the need for drainage; project priorities; the Lake Padgett Estates road paving; the reason to chip seal a road or pave it; whether roads that were more expensive would get pushed back; the scientific method of testing roads; the Paving Management System to rank roads; the cost effectiveness of the first roads to be fixed; objectivity to be fair to everyone; balancing fixing the roads throughout the five Commissioner Districts; that it would take time; that even dirt roads were a part of the system; the benefit that the funds were simply collected and allocated; whether to lower the MSTU by taking funds from the library; whether the Road Paving MSTU needed a

unanimous vote to pass at this meeting; the adoption hearing; the two forms that needed to be filled out; that both required five votes; the statute; the standard from Revenue; that confirmation would be needed; the agreement of 7.57 mills for the General Fund; a commensurate cut; whether to open up the General Fund Mills and vote a second time; whether the Commission could go through the process all at one time; the recommendation to hold the discussion and return to it next meeting with accurate numbers; whether the process was being followed correctly; the clarification that a unanimous vote was not required tonight but for the final adoption; that General Fund Mills could be open for discussion; that there could be no increase, but the rate could still decrease; the recommendation to stay at the advertised millage and the authority to turn it down at the final meeting; that a different answer came from the Department of Revenue; that the County would pay for roads, including arterials; the sharing of arterial roads; that the fund would be funded regardless of the number; that the amount of paving would decrease if the number was lowered; that the low number was already stretched out; that there was no decision on the funding of the remaining PVAS loans; whether to set the millage lower than .5184 or to come back with a number; the request that Staff bring back options; and the pledge to cut the MSTU upon finding out the new number.

COMMISSIONER YEAGER MOVED approval to adopt the tentative Millage Rate for the Road Rehabilitation MSTU Fund of 0.5184 Mills; **COMMISSIONER WEIGHTMAN SECONDED**.

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

Ms. Farrell provided a summary of the nine bond millage rates.

Chairman Oakley called for public comment regarding the nine bond millage rates.

There was none.

COMMISSIONER MARIANO MOVED approval to adopt the tentative Millage Rate of 0.0256 Mills for the 2019A Jail Facility Bond; **COMMISSIONER WEIGHTMAN SECONDED**.

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

COMMISSIONER STARKEY MOVED approval to adopt the tentative Millage Rate of 0.0204 Mills for the 2019B Fire-Rescue Bond; **COMMISSIONER MARIANO SECONDED**.

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

COMMISSIONER WEIGHTMAN MOVED approval to adopt the tentative Millage Rate of 0.0096 Mills for the 2019C Parks, Recreation, and Natural Resources Bond; **COMMISSIONER STARKEY SECONDED**.

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

COMMISSIONER STARKEY MOVED approval to adopt the tentative Millage Rate of 0.0094 Mills for the 2019D Libraries Bond; **COMMISSIONER MARIANO SECONDED**.

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

COMMISSIONER MARIANO MOVED approval to adopt the tentative Millage Rate of 0.0416 Mills for the 2020A Fire-Rescue Bond; **COMMISSIONER WEIGHTMAN SECONDED**.

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

COMMISSIONER MARIANO MOVED approval to adopt the tentative Millage Rate of 0.0087 Mills for the 2021A Libraries Bond; **COMMISSIONER WEIGHTMAN SECONDED**.

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

COMMISSIONER WEIGHTMAN MOVED approval to adopt the tentative Millage Rate of 0.1073 Mills for the 2021B Jail Facility Bond; **COMMISSIONER MARIANO SECONDED**.

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

COMMISSIONER WEIGHTMAN MOVED approval to adopt the tentative Millage Rate of 0.0131 Mills for the 2022A Parks, Recreation, and Natural Resources Bond; **COMMISSIONER STARKEY SECONDED**.

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

COMMISSIONER MARIANO MOVED approval to adopt the tentative Millage Rate of 0.0044 Mills for the 2024A Fire Rescue Bond; **COMMISSIONER WEIGHTMAN SECONDED**.

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

Ms. Farrell provided a summary of the tentative budget and spoke regarding the total budget change from $2,262,949,228.00 to $2,254,748,117.00.

Chairman Oakley called for public comment regarding the tentative budget.

There was none.

COMMISSIONER MARIANO MOVED approval to adopt the Fiscal Year 2025 tentative budget as $2,254,748,117.00 as outlined by Staff; **COMMISSIONER WEIGHTMAN SECONDED**.

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

Ms. Farrell noted the tentative aggregated millage as 10.1056 mills, which reflected an increase of 9.61% above the rolled back rate.

COMMISSIONER MARIANO MOVED approval to adopt the Resolution adopting the tentative levying of Ad Valorem Taxes for Fiscal Year 2025 as 10.1056 Mills reflecting a 9.61% increase; **COMMISSIONER WEIGHTMAN SECONDED**.

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

COMMISSIONER WEIGHTMAN MOVED approval to adopt the Resolution adopting the tentative budget for Fiscal Year 2025; **COMMISSIONER MARIANO SECONDED**.

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

Noted Items

Agenda Items N60 through N74 were noted.

Addendum

There was none.

Walk-Ons

There was none.

Post Meeting Materials

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

Adjourn

Commissioner Yeager left the meeting at 10:58 a.m. and returned to the meeting at 11:03 a.m.

Chairman Oakley left the meeting at 11:14 a.m. and returned to the meeting at 11:16 a.m.

Commissioner Weightman left the meeting at 11:17 a.m. and returned at returned to the meeting at 11:21 a.m.

Commissioner Weightman left the meeting at 1:59 p.m. and returned to the meeting at 2:00 p.m.

Commissioner Weightman left the meeting at 2:35 p.m. and returned to the meeting at 2:38 p.m.

Chairman Oakley left the meeting at 2:39 p.m. and returned to the meeting at 2:41 p.m.

Commissioner Yeager left the meeting at 3:23 p.m. and returned to the meeting at 3:27 p.m.

Chairman Oakley left the meeting at 3:57 p.m. and returned to the meeting at 3:59 p.m.

Commissioner Weightman left the meeting at 6:40 p.m. and returned to the meeting at 6:42 p.m.

Commissioner Yeager left the meeting at 6:43 p.m. and returned to the meeting at 6:45 p.m.

Chairman Oakley left the meeting at 6:46 p.m. and returned to the meeting at 6:48 p.m.

The meeting adjourned at 7:03 p.m.

BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING/REZONINGS
RONALD E. OAKLEY
CHAIRMAN PRESIDING
SEPTEMBER 3, 2024 10 A.M.

APPROVED IN REGULAR SESSION JANUARY 20, 2026

(SEAL)

JACK MARIANO, CHAIRMAN
APPROVED ON JANUARY 20, 2026

ATTEST:

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

Prepared by: Amanda Dobson, Records Clerk II
Board Records Division

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CO26-0128 **DATE:** 1/20/2026

SUBJECT: Board of County Commissioners Regular Meeting/Rezoning September 17, 2024

AGENDA SECTION: Consent Agenda

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. BCC 09-17-2024 - APPROVAL

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

ANNOTATED MINUTES

SEPTEMBER 17, 2024

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

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

10:00 A.M.

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

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

Call To Order

Chairman Oakley called the meeting to order at 10:08 a.m.

Invocation
Pledge of Allegiance

Mr. Sample gave the Invocation and led the Pledge of Allegiance to the Flag.

Roll Call

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

Public Comment

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

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

Ms. Nancy Gray spoke regarding Deer Lake overflowing, the car wash, issues with drainage, the neighbor's property across the street, lawsuits that were filed, emails and contact with Staff, Cranes Roost, and pumps.

Chairman Oakley directed Ms. Gray to speak with Staff.

COMMISSIONER MARIANO MOVED to receive and file documents from Mr. Skylar Alexander; **COMMISSIONER WEIGHTMAN SECONDED**.

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

Mr. Skylar Alexander, Habitat of Humanity of Pinellas, West Pasco, and Hernando Counties, thanked the Board for their continued commitment and dedication and spoke regarding the upcoming Pasco Elected Build Day.

Mr. David Cadero spoke regarding the proposed anticipated budget, seniors on fixed incomes, maintaining his home, his support of Commissioner Bradford, and development that was approved.

Commissioner Starkey noted the extra homestead for next year as a senior.

Ms. Wanda Chasnoff spoke regarding the flooding in Green Key, homeless people in the woods, the amount of cats she's caught, the TNR program, that there was one trapper in Pasco County, that they couldn't use their septic tanks, that there were no culverts, a grant for Green Key, and the people that were moving here.

Commissioner Mariano spoke regarding funding and projects around Green Key, the flooding, thanked her for taking out the cats, and noted that they would look into the homeless problem.

Mr. Scott Keith spoke regarding the poor road conditions on Oakley Avenue, that there were community efforts for funding, and concerns of the speed limit on the road.

Chairman Oakley directed Mr. Keith to speak with Staff.

Ms. Jeannie Akins spoke regarding what their property was zoned as, that in-law suites were allowed when they purchased their property, the price of homes, that elder care was going up, and for them to reconsider allowing in-law suites.

Pastor Jen Kerouac thanked Commissioner Yeager for the Resolution as declaring September as National Recovery Month in Pasco County and spoke regarding the Shady Hills Road traffic, a situation that happened to her, the development in Shady Hills, dump trucks and oversized loads, and the Shady Hills Florida site on Facebook.

Reverand Mary Ann Kussmal spoke regarding the bridges that go over the Suncoast, suicide, the accessibility of the bridges, signs on the bridges, the homeless at Shady Hills, the grants, and the success rate for the church.

Chairman Oakley directed Reverand Kussmal to speak with Staff.

Ms. Lisa Moretti spoke regarding next years schedule of meetings, a recommendation from a Court Judge, the citizen access in Accela, that she had been inundated with requests for help, and the funds for TNR.

Ms. Rhonda Weaver noted that she was with Shady Hills Mission Chapel and Hope for the Children Ministries and spoke regarding Elsie Logan Memorial Park, that there was no light, traffic, a sidewalk, drug overdoses, rehabilitation facilities, and a facility that people could go to for 30 to 60 days.

Resolutions

Commissioners Items - Chairman Oakley

RS1 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Declaring September 15, 2024, To October 15, 2024, As Latin and Hispanic Heritage Month In Pasco County

File Number CAO24-5167
Comm. Dist. All
Recommendation Approve

Mr. Sample read the Resolution into the record.

Mr. Matthew Testoni, representative for Pasco County Schools, spoke regarding the Hispanic and Latino demographic, that Pasco County Schools was to engage and support the families, a Proclamation they signed for Hispanic Heritage Month, events around the school district, and an event at R.B. Cox Elementary School that would be held on Saturday, October 5th.

Discussion was held regarding their appreciation and the Hispanic population in Pasco County.

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

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

Commissioners Items - Commissioner Starkey

RS2 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Declaring The Month Of October As Manufacturing Month And October 4, 2024, As Manufacturing Day In Pasco County.
File Number CAO24-5169
Comm. Dist. All
Recommendation Approve

Mr. Sample read the Resolution into the record.

Mr. Bobby Rosen, CEO of RJ Manufacturing, Ms. Beth Galic, Bay Area Manufacturers Association, and Mr. Todd Mudano, CEO of AmSkills, spoke regarding their appreciation; the manufacturing industry; growth and development; their workplace and product; the vital role of manufacturing; the creation of employment opportunities; what the annual celebration was about; that there was scheduled manufacturing tours for local students in October; why AmSkills was created; the amount of adults going through the boot camp; manufacturing month; technical training classes offered to homeschool kids; working with charter schools and the Pasco County School system; and a community event on November 9th at their facility.

Discussion was held regarding Manufacturing Day; the community event; their appreciation; job training; the EDC awards; the economy; job creation; and that AmSkills and the Bay Area Manufacturing dinner would be held on October 10th at their facility.

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

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

Commissioners Items - Commissioner Yeager

RS3 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Recognizing September As National Recovery Month In Pasco County, Florida.
File Number CAO24-5168
Comm. Dist. All
Recommendation Approve

Mr. Sample read the Resolution into the record.

Ms. Missy Coyle, Coordinator for Alliance for Health Communities, spoke regarding their appreciation to the Board of County Commissioners for proclaiming September as National Recovery Month in Pasco Couty, that community support was critical, and The Always Center.

Discussion was held regarding their appreciation; the progress made by those in recovery; ASAP and The Hope Shot; The Always Center and Commissioner Yeager's tour there; the opioid problem; what the Surgeon General said at a NaCO conference; The Hope Shot facility and Commissioner Mariano's tour there; people with records and jobs; and Commissioner Starkey's tour at The Hope Shot.

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

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

Commissioners Items - Commissioner Mariano

RS4 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Thanking The Corporate Sponsors And Volunteers Of The 2024 Scallop Fest In Pasco County
File Number CAO24-5166
Comm. Dist. All
Recommendation Approve

Mr. Sample read the Resolution into the record.

Ms. Cristina Cordon, Parks, Recreation and Natural Resources, spoke regarding the event and those who participated.

Mr. Darrell Huling, President of West Pasco Sertoma, and Mr. Harvey Reinhart, Secretary Treasurer of West Pasco Sertoma, spoke regarding when they were established; events they've done; the Speech and Hearing Foundation; appreciation to Commissioner Mariano; that they had a fourth check; that 75 percent was given to the foundation for the kids to hear; and reading the checks into the record which included a check to the Pasco Board of Commissioners for summer camp scholarships for $10,000.00, to Steps to Recovery for $10,000.00, to West Pasco Sertoma for $10,000.00, and to Sertoma Speech and Hearing Foundation of Florida for $7,500.00.

Discussion was held regarding The Honorable Mike Wells, Property Appraiser, the scalloping season, an event that AdventHealth was sponsoring for firefighters and families; those who sponsored the event; Sertoma's help; their appreciation; the scallops from the Atlantic Coast; and photographs that were displayed.

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

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

Consent

COMMISSIONER MARIANO MOVED approval of the Consent Agenda including the Addendum with the exception of Agenda Items C9, C11, C12, C13, C16, C29, C42, C58, and AC138 which had been pulled for discussion or revision and Agenda Item C57 which had been withdrawn; **COMMISSIONER WEIGHTMAN SECONDED.**

Chairman Oakley called on the motion; the motion carried with Commissioner Yeager absent from the vote.

Legislative/Administrative - Organizational Performance Management

C9 RESTORE Pasco County Coastal Mapping and Monitoring Project - $502,750.00 of RESTORE Pot 1
File Number OPM24-1009
Comm. Dist. 5
Recommendation Approve

Mr. Anthony Thomas, Office of Strategy and Sustainability, spoke during the discussion.

Discussion was held regarding Mr. Anthony Thomas, Program Manager II, and Dr. Marc Bellas, Office of Strategy and Sustainability; the grant; that it would be at no cost to the

taxpayers; the initial amount; how much they were getting it for; that the citizens would benefit; the decisions they would be able to make; prearranged determinations; and that it would provide real lifetime data during a storm.

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

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

Development Services - Planning and Development

C11 2024 Transportation Interlocal Agreement with City of Dade City - No Funding Required
File Number PDE24-0463
Comm. Dist. 1
Recommendation Approve

Mr. Nectarios Pittos, Director of Planning Services, spoke regarding the revision of the agreement in Section Three to delete the requirement to hold impact fees in a separate account and in Exhibit A under the State Federal Allocation for the Morningside Drive project they added the 14 million dollars.

Discussion was held regarding what the agreement was designed for.

COMMISSIONER STARKEY MOVED approval of Staff's recommendation with the revision of the agreement in Section Three to delete the requirement to hold impact fees in a separate account and in Exhibit A under the State Federal Allocation for the Morningside Drive project, 14 million dollars was added; **COMMISSIONER MARIANO SECONDED.**

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

C12 2024 Transportation Interlocal Agreement with City of Zephyrhills - No Funding Required
File Number PDE24-0464
Comm. Dist. 1
Recommendation Approve

Mr. Nectarios Pittos, Director of Planning Services, spoke regarding that Section Three was updated to delete the mandate of the requirement for holding impact fees in a separate impact fee account and Exhibit A the city projects were added to the list for Pretty Pond Road and Wire Road the city allocation of $1.5 million, Green Slope Drive

and Daughtery Road the city allocation for $300,000.00, US 301 and Daughtery Road the city allocation for $900,000.00, Eiland Boulevard and Fort King Road the city allocation for $900,000.00, County Road 54 and Wire Road 12th Street the city allocation for $300,000.00, US 301 and Geiger the city allocation for $1,000,000.00, 5th Avenue State Road 54 and Court Street the city allocation for $30,000.00, State Road 39 and Chancey the city allocation for $1.3 million, and Copeland Drive and Chancey Road the city allocation for $50,000.00.

COMMISSIONER MARIANO MOVED approval of Staff's recommendation with the revision of Section Three to delete the mandate of the requirement for holding impact fees in a separate impact fee account and Exhibit A the city projects were added to the list for Pretty Pond Road and Wire Road the city allocation of $1.5 million, Green Slope Drive and Daughtery Road the city allocation for $300,000.00, US 301 and Daughtery Road the city allocation for $900,000.00, Eiland Boulevard and Fort King Road the city allocation for $900,000.00, County Road 54 and Wire Road 12th Street the city allocation for $300,000.00, US 301 and Geiger the city allocation for $1,000,000.00, 5th Avenue State Road 54 and Court Street the city allocation for $30,000.00, State Road 39 and Chancey the city allocation for $1.3 million, and Copeland Drive and Chancey Road the city allocation for $50,000.00; **COMMISSIONER STARKEY SECONDED.**

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

Internal Services - Department of Emergency Services/911

C13 Amended and Restated Agreement - Ongoing Maintenance and Support Services - $1,195,132.66

File Number DES24-0022
Comm. Dist. All
Recommendation Approve

Captain Eric Seltzer, Director of the Department of Emergency Services, spoke regarding that it was a pull and revise to add a confidential document to the file.

COMMISSIONER STARKEY MOVED approval of Staff's recommendation with the revision to add a confidential document to the file; **COMMISSIONER WEIGHTMAN SECONDED.**

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

C16 Exempt Purchase - Diversicon WFF LLC d/b/a West Florida Fence, A Division of Perimeter Solutions Group - Locking Gates at the Detention Center - $144,880.00
File Number FAC24-0207
Comm. Dist. 2
Recommendation Approve

Mr. Andrew Baxter, Director of Facilities Management, spoke regarding that the language was asked to be revised to make it clear that it was an Agreement and an Exempt Purchase, and the change to add that language to the Agenda title but also the body of the Agenda Memo.

COMMISSIONER MARIANO MOVED approval of Staff's recommendation with the noted change to the language in the Agenda title and body of the Agenda Memo to add Agreement and an Exempt Purchase; **COMMISSIONER STARKEY SECONDED.**

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

Internal Services - Purchasing

C29 Award of Bid No. RFP-LK-23-065 – Westcare Gulfcoast-Florida Inc. – Substance Abuse Residential Treatment Services – Multi-Year Award - $300,000.00
File Number PU24-0023
Comm. Dist. All
Recommendation Approve

Ms. Carrie Roberts, Director of Purchasing, spoke regarding that the item was being pulled to revise a scrivener's error on the Distribution List and to add another name to the Distribution.

COMMISSIONER MARIANO MOVED approval of Staff's recommendation with the noted change to a scriveners error on the Distribution List and add another name to the Distribution; **COMMISSIONER WEIGHTMAN SECONDED.**

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

Public Infrastructure - Transportation Engineering

C42 Task Order No. TED24-0282 – Kisinger Campo & Associates, Corp. – Design and Post Design Services for a Strain Pole Traffic Signal on State Road 56 and Lajuana Boulevard – $139,590.00
File Number TED24-0282
Comm. Dist. 2
Recommendation Approve

Mr. Panos Kontses, Transportation Engineering, spoke regarding that in the original packet they had the wrong attachment for Exhibit A, which they corrected with the revised packet.

COMMISSIONER MARIANO MOVED approval of Staff's recommendation with the revision to include the correct Exhibit A; **COMMISSIONER STARKEY SECONDED.**

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

Public Services - Community Services

C57 Amendment No. 002 to the EC023-PASCO Standard Contract – Area Agency on Aging of Pasco-Pinellas, Inc. – Decrease in Case Aide & Case Management Services by $193,703.22 and Increase in Spending Authority by $554,794.50; CSFA No. 65.010 – No Funding Required
File Number SS24-0016
Comm. Dist. All
Recommendation Approve

The item was withdrawn.

Public Services - Parks, Recreation and Natural Resources

C58 Piggyback Contract Purchase – Top Line Recreation, Inc. – Replacement of Playground Equipment at Land O' Lakes Recreation Complex – $349,024.30
File Number PRN24-0151
Comm. Dist. 2
Recommendation Approve

Mr. Keith Wiley, Director of Parks, Recreation and Natural Resources, spoke regarding that the Distribution Section of the Memo had to be revised to only reference one Construction Bond not two.

COMMISSIONER STARKEY MOVED approval of Staff's recommendation with the revision to the Distribution Section of the Memo to only reference one Construction Bond not two; **COMMISSIONER MARIANO SECONDED.**

Chairman Oakley called on the motion; the vote was unanimous, and the motion caried.

Regular

R62 Final Adjustments of Fiscal Year 2025 Budget - To Be Distributed
File Number OMB24-0050
Comm. Dist. All
Recommendation Approve

Ms. Amielee Farrell, Budget Director with the Office of Management and Budget, used a PowerPoint presentation to review the item. She spoke regarding that there were minor adjustments and updates made to slides.

Mr. Carballa used a PowerPoint presentation to review the item and spoke regarding last year and the budget process, the reduction in the General Operating millage, the amount of new deputies, optimizing the timing of hires for Public Safety, cutting and deferring reoccurring expenses, and the PVAS.

Discussion was held regarding the new revised price on the bathrooms at the Suncoast Trail and the Starkey Trail; paving MSTU's; the PVAS system; private roads; flooding issues; maintaining their roads; contracts and interlocal agreements; sidewalks and kids having a safe way to get to school; the money from arterials and collectors; local roads; rejuvenating roads; Regency Park Library; and the spray jet technology.

COMMISSIONER WEIGHTMAN MOVED approval to receive and file the revised documents from Ms. Amilee Farrell, Budget Director; **COMMISSIONER STARKEY SECONDED.**

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

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

Mr. Branford Adumuah, Assistant County Administrator for Public Infrastructure, Mr. Justin Grant, Director of Public Infrastructure Fiscal and Business Administration, and Mr. Jason Mickel, Director of Public Works, spoke during the discussion.

Discussion was held regarding the paving MSTU; the Hudson Library project; and road network issues; the paving millage; their appreciation; road paving; the library; the paving MSTU; one time capital; the General Operating millage and budget; level of

service; the silver plan and the bronze plan; the rank list of projects; lane miles; neighborhoods that went through PVAS; whether there was a place where citizens could see which roads were being done; parks; and the parks MSTU.

COMMISSIONER STARKEY MOVED approval to set the General Operating Millage and Budget as outlined to 7.4292 and set the paving MSTU Millage and Budget at .4052 with the addition of $6,000,000.00 from the Hudson Library Project to be applied to next year for the purposes of the Budget Hearing tonight thus retiring the PVAS debt as well; **COMMISSIONER MARIANO SECONDED.**

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

Development Services - Planning and Economic Growth

R63 (12:00 P.M. Time Certain) Urban3 Presentation

File Number PDE24-0446
Comm. Dist. All
Recommendation Presentation Only

Mr. David Engel, Director of Planning, Development and Economic Growth, introduced Mr. Joe Minicozzi, Principal of Urban3, and spoke regarding Urban3.

Mr. Joe Minicozzi, principal of Urban3, used a PowerPoint presentation and spoke regarding Ashville North Carolina, his work history, the definition of incorporate, annexation, land production, taxes, County property, the International Association of Assessing Officers Conference, displayed maps, taxable values, municipal economics, paying for roads, the Florida experience, recession, a property cap, the Save Our Homes Amendment, assessed values and market value, the cost of asphalt, Ocala's agriculture, single family and multifamily, revenues, urbanism, other counties, community and development comparisons, subdevelopment, growth from 2019 to 2024, South Florida, urban mirror, Golden Gate Estates, economic productivities, Rhode Island population, the revenue in Missouri, assets, road maintenance, the Nixon Administration, the cost of sprawl, Cheyenne, Wyoming, Fair and Equitable Magazine, redlining, sales ratio, assessment gap, gentrification, and a Pasco County report.

Discussion was held regarding who was in attendance; walkability and density; Peachtree City; property values and demographics; Rosemary Beach; revenue; Gilbert, Arizona; South Bend and the pipes; infrastructure and elevating up; long-term effects; Fayette County; and that Mr. Minicozzi would be speaking to stakeholders for a breakout and brief presentation.

The item was for information only.

The Clerk's Office was not provided with a copy of the presentation.

Miscellaneous Business - District One - Commissioner Oakley

- Chairman Oakley noted his attendance at the memorial at the Outlet Mall and spoke on behalf on Commissioner Gary Bradford while photographs were displayed.

- He spoke regarding the Pasco County Fire Rescue Engine 25 Push-In on September 9, 2024, the history of the ceremony and horse-drawn tanks, the brand-new ladder truck, and thanked the firefighters for what they did throughout the County while photographs were displayed.

- He spoke regarding that East Side Joint Cities Workshop, who was in attendance, where they had the meeting before, and that it was held in the IFAS building while photographs were displayed.

- He spoke regarding the Fallen Officer Memorial, the check that was given to the Mulberry Little League, the memorial in front of the Sheriff's Office in Polk County, the donations, the reason Commissioner Yeager read the donation names, and Commissioner Gary Bradford.

- He thanked everyone who helped with pushing the truck, the Cities and County meeting at the IFAS Building, and that it took everyone to do the right kind of job for the citizens of Pasco County.

- Later in the meeting, Chairman Oakley spoke regarding an individual reaching out about the condition of Mitchell High School and the regulations for opening the gates and doors to the school.

  Mr. Carballa noted that they had a good working relationship with the School Board.

  Discussion was held regarding who took Mr. Ray Gadd's place.

Miscellaneous Business - District Two - Commissioner Weightman

- None.

Miscellaneous Business - District Three - Commissioner Starkey

- Commissioner Starkey noted that she was able to host the Harbors South Leadership Council Meeting and spoke regarding the Harbors South Leadership Council while photographs were displayed.

- She spoke regarding her attendance at Pasco EDC 36th Annual Awards, that they honored the Philips family and the companies that moved here, that she introduced herself to the CEO of Gary Line, an awardee JTD, and a sponsor at the Manufacturing Dinner on October 10th while photographs were displayed.

- She spoke regarding the PEDC Trade Mission to Vancouver, that they went to the University of British Columbia to the Stewart Blusson Quantum Matter Institute, the Counties that were in attendance, a meeting with the doctors at the Canada's Immuno Engineering and Biomanufacturing Hub, and the research they were doing while photographs were displayed.

- She noted that she was not able to make it to the Fallen Police Officer Memorial but sent her staff and that it was a great thing for the County.

- She noted that she toured The Hope Shot and that it was a place for people who were recovering from drug abuse.

  Discussion was held regarding putting cameras under the bridges.

- She spoke regarding solar panels on roofs and to work on generating their own electricity.

- She noted that she would be heading to FAC in Pensacola.

- Later in the meeting, Commissioner Starkey spoke regarding Seven Springs Elementary School, the sidewalk on both sides, that the school never put in their sidewalk, and Old Mitchel Ranch.

  Mr. Brad Tippin, Development Review Director, spoke during the discussion.

  Discussion was held regarding sidewalks and schools; that some of the sites may have predated the review of them; who was responsible to put the sidewalk in; Cypress Creek High School and Middle School; the Active Transportation Planner for pedestrian; issues with traffic and children; that the older schools did not have a traffic pattern; Centennial and San Antonio School roads; instances when widening the road; Old Pasco Road widening; a 10-foot trail; the parking lot that doesn't have shade structure; and SRF Standards.

Miscellaneous Business - District Four - Commissioner Yeager

- Commissioner Yeager noted her attendance to the ceremony honoring former Commissioner Gary Bradford and noted that the Rotary Club of Wesley Chapel recently honored former County Commissioner Gary Bradford as local hero of the year in a ceremony held at the Tampa Bay Premium Outlets while photographs were displayed.

Discussion was held regarding the date of the ceremony and the wall of local heroes.

- She noted that she did a ride-a-long with Captain David Garofalo and spoke regarding the new training center, the white fire truck, the new station, the family event, and the fire MSTU's while photographs were displayed.

- She spoke regarding the ride-a-long with Corporal Ortiz, Millo the therapy dog, where they provided mental health services, and a call for a drone in Trilby while photographs were displayed.

- Later in the meeting, Commissioner Yeager spoke regarding a family on Moon Lake that had a fire and lost everything, grant money for them to be in the hotel, that they would be moving into a mobile home, that the community donated furniture, first month's rent, and what they would need for their home, and thanked everyone who helped.

Miscellaneous Business - District Five - Commissioner Mariano

- Commissioner Mariano spoke regarding the West Central Florida Girl Scouts at Camp Indian Echo, the presentation from Tampa Bay Water on the wonders of water, the Girl Scout Promise and Law, the aeration system, and Daisy Lake while photographs were displayed.

- He spoke regarding his attendance at the Fallen Law Enforcement Memorial Dedication and the Statue.

- He noted that he went to the Sertoma Club and the 9/11 Golf Tournament they had while photographs were displayed.

- He spoke regarding the Grace's Food Pantry, that it was established in 2013, the reason why it was started, where they go, that it helped the seniors make their food budgets every month, donations and sponsors, the group in Hacienda, and that he would be looking into space in the building and a surplus vehicle that they could use.

- He noted that he went to the Sugar Plum Academy in Hudson and his time there while photographs were displayed.

- He spoke regarding his attendance at The Hope Shot and noted that they were doing a great job.

Miscellaneous Business - County Administrator

- Mr. Carballa spoke regarding Cyber Security and that the Chief Information Officer and IT Director, Mr. Todd Bayley, was awarded a national level award by the Public Sector Cyber Security Summit.

Miscellaneous Business - County Attorney

- Mr. Steinsnyder noted that they should have received from the Purchasing Department the RSQ for the State Lobbyist and the Federal Lobbyist, that they were acting as the selection committee, and noted that they could not have any contact with any of the proposers once the proposal went on the street.

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

  Discussion was held regarding that they could not have contact with them about the proposal; that the Federal went out the end of last month and that the State went out a week after; the evaluation date that they would review both Federal and State; when they would do interviews and presentations; and the dates were officially on the calendar.

- He noted that in the mornings public comment a speaker indicated that they were required to have after five o'clock hearings, that it was a misinterpretation of the Statute, and that only applied to County initiated rezonings and the changes to the Land Development Code, a provision, that they adopted by motion to have those hearings during the afternoon hearings, the applicant rezonings, and that there had been no case they lost to that issue.

  Discussion followed regarding the case that was referred to during public comment and the Statue that was referenced.

Miscellaneous Business - Clerk and Comptroller

- Mr. Sample spoke regarding the Urban3 presentation and noted that the Clerk's Office did not have a copy of the presentation.

Miscellaneous Business - Sheriff

- Absent.

THE BOARD RECESSED 12:06 P.M. AND RECONVENED AT 12:16 P.M. ALL COMMISSIONERS WERE PRESENT.

THE BOARD RECESSED 1:31 P.M. AND RECONVENED AT 1:45 P.M. ALL COMMISSIONERS WERE PRESENT WITH THE EXCEPTION OF COMMISSIONER YEAGER WHO RETURNED TO THE MEETING AT 1:46 P.M.

Public Hearings

Proposed Ordinances at 1:30 p.m.

P64 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Small-Scale Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 23) From COM (Commercial) To PD (Planned Development) On Approximately 29.01 Acres Of Real Property Located East Of US 301 At The Northeast And Southeast Corner Of Intersection Of US 301 (Gall Blvd) And Roanoke River Way; And A Text Amendment Creating Subarea Policy Flu 7.1.77 – 301 East; And Map Amendment To The Future Land Use Map 2-9 Adding Subarea Map 2-9(77) 301 East; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.
File Number PDE24-0002
Comm. Dist. 1
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

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

COMMISSIONER STARKEY MOVED approval to continue to the October 8, 2024 Board of County Commissioners meeting at 1:30 p.m. in Dade City; **COMMISSIONER WEIGHTMAN SECONDED.**

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

P65 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Amending Section 303.5, Common Procedures, Preapplication Consultation; Section 305.1, Neighborhood Meeting, Intent and Purpose; Section 402.3, Use Permits, Conditional Uses; Section 525.3, C-1 Neighborhood Commercial District, Conditional Uses; Section 525.4, C-1 Neighborhood Commercial District, Special Exeption Uses; Section 526.3, C-2 General Commercial District, Conditional Uses; Section 907.3, Stacking Spaces And Drive-Through Facilities; Creating Section 1106, Car Wash Facilities Standards; Appendix A, Definitions; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PDE24-0336
Comm. Dist. All
Recommendation Approve

Mr. Sample noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, read the Ordinance title into the record. He spoke regarding that he had made a presentation on the item at the last Board of County Commissioners meeting on September 3rd, input that had been provided on changes to the proposed ordinance, the version that was passed out, and the changes.

Mr. David Goldstien, Chief Assistant County Attorney, clarified that the way freestanding car washes was defined was done by the number of vacuums that they had.

Mr. Clarke Hobby, Hobby and Hobby P.A., spoke regarding an issue in the limited applicability section and specific design criteria.

Discussion was held regarding a gas station which also had a car wash in VOPH; the language; free standing and regular car washes; an exemption for already approved MPUD's; specific design standards for car washes; a numbering error; the way it could be stricken; conditional uses; and the language of the motion.

COMMISSIONER MARIANO MOVED approval to adopt with the noted changes of the second A going to B and section 4 taking out the word freestanding; **COMMISSIONER WEIGHTMAN SECONDED.**

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

Public Hearings at 1:30 p.m.

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

Mr. Sample swore in those who planned to present testimony.

COMMISSIONER MARIANO MOVED approval of the Public Hearing Consent Agenda which included Agenda Items P71 and P72; **COMMISSIONER WEIGHTMAN SECONDED.**

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

P66 Zoning Amendment (Continuance) - 301 East MPUD – 301 East LLC– Rezoning Request from RMH Mobile Home District and C-2 General Commercial Zoning District to MPUD Master Planned Unit Development to Allow for the Development of 200 Townhomes and 36,000 Square Feet of Commercial on Approximately 29.01 Acres Located in the East Market Area

File Number PDE24-7764
Comm. Dist. 1
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

Ms. Denise Hernandez, Planning, Development and Economic Growth, read the item into the record and noted the continuance request.

COMMISSIONER MARIANO MOVED approval to continue to the October 8, 2024 Board of County Commissioners meeting at 1:30 p.m. in Dade City; **COMMISSIONER WEIGHTMAN SECONDED.**

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

P67 Zoning Amendment (Continuance) – Meares Four LLC – Change in Zoning from an A-R Agricultural-Residential District and C-3 Commercial/Light Manufacturing District to a C-3 Commercial/Light Manufacturing District – Northwest Pasco County – Southeast Corner of the Intersection of Suncoast Parkway and Shady Hills Road – Containing Approximately 9.1 Acres

File Number PDE24-7769
Comm. Dist. 5
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

Ms. Denise Hernandez, Planning, Development and Economic Growth, read the item into the record and noted the continuance request.

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

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

P68 Zoning Amendment (Continuance) – Lakeshore Blvd LLC – Change in Zoning from PO-2 Professional Office and MF-2 Multiple Family High Density Districts to a C-1 Neighborhood Commercial District – Northwest Pasco County – West Side of Lakeshore Boulevard, Approximately 233 Feet Southwest of Fivay Road – Containing Approximately 3.62 Acres
File Number PDE24-7806
Comm. Dist. 5
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

Ms. Denise Hernandez, Planning, Development and Economic Growth, read the item into the record and noted the continuance request.

COMMISSIONER MARIANO MOVED approval to continue to the December 10, 2024 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER WEIGHTMAN SECONDED.**

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

P69 Zoning Amendment (Continuance) – 52 Realty LLC/SR 52 Realty – Change in Zoning from an A-R Agricultural-Residential District to A-R Agricultural-Residential District, PO-2 Professional Office, and C-2 General Commercial District – West Central Pasco County – South Side of State Road 52, Approximately 1/2 Mile West of Land O Lakes Boulevard – Containing Approximately 8.84 Acres

File Number PDE24-7810
Comm. Dist. 4
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

Ms. Denise Hernandez, Planning, Development and Economic Growth, read the item into the record and noted the continuance request.

COMMISSIONER MARIANO MOVED approval to continue to the October 22, 2024 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER WEIGHTMAN SECONDED.**

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

P70 Zoning Amendment (Consent) – Residences at Rolling Hills MPUD Master Planned Unit Development - Dan-Nico Properties, LLC – A Rezoning Petition from MF-1 Multi-Family Medium Density District to an MPUD Master Planned Unit Development to Allow 132 Multi-Family Units, 104 Senior Units, 3,600 Square Feet of Medical Offices and a Minimum of 3,000 Square Feet of Retail Uses on Approximately 9.87 Acres, Located on the Southwest Corner of the Little Road and Denton Avenue Intersection

File Number PDE24-7740
Comm. Dist. 5
Recommendation Approval with Conditions

Mr. Sample noted the proof of publication.

Ms. Denise Hernandez, Planning, Development and Economic Growth, read the item into the record and spoke regarding specific conditions.

There was no public comment.

Mr. Nectarios Pittos, Director of Planning Services, spoke during the discussion.

Discussion was held regarding the site plan; how they could make it binding; the concept plan; dimensional standards; the Code and setbacks; where parking had to

occur; pedestrian networks within the property; access and connections; and that a condition could be added that the PDP/PSP that was submitted shall be substantial accord with the conceptual plan submitted with the rezoning.

Ms. Justyna Gale, representative for the applicant, confirmed that they were okay with the condition.

COMMISSIONER MARIANO MOVED approval of Staff's recommendation with the binding condition that the PDP/PSP submitted shall be in substantial accord with a conceptual plan submitted with this rezoning; **COMMISSIONER STARKEY SECONDED.**

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

P71 Zoning Amendment (Consent) – Shah Sachin K and Sarmila Shrestha – Change in Zoning from an AR-1 Agricultural-Residential District to a PO-1 Professional Office District – Southwest Pasco County – South Side of State Road 54, Approximately 400 Feet West of Meadowbrook – Containing Approximately 0.41 Acre
File Number PDE24-7792
Comm. Dist. 4
Recommendation Approve

Mr. Sample noted the proof of publication.

Ms. Denise Hernandez, Planning, Development and Economic Growth, read the item into the record.

There was no public comment.

Discussion was held regarding landscaping on the outside of the wall and that they wanted to specify it in the deed restriction.

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

P72 Zoning Amendment (Consent) – BMC IX LLC & Black Marlin Capital LLC – Change in Zoning from an R-1MH Single-Family/Mobile Home District to a C-2 General Commercial District – Central Pasco County – East Side of Pasco Road, Approximately 570 Feet North of County Road 52 – Containing Approximately 3.14 Acres
File Number PDE24-7809
Comm. Dist. 1
Recommendation Approve

Mr. Sample noted the proof of publication.

Ms. Denise Hernandez, Planning, Development and Economic Growth, read the item into the record.

There was no public comment.

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

P73 Petition to Vacate Utility Easement (Regular) – Robert Nelli – 13226 Litewood Drive, Hudson – No Funding Required
File Number FAC24-0216
Comm. Dist. 5
Recommendation Approve

Mr. Sample noted the proof of publication.

Mr. Josh Allen-Crafton, Real Property Division, used a PowerPoint presentation to review the item.

There was no public comment.

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

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

P74 An Assessment Resolution Of The Board Of County Commissioners Of Pasco County, Florida, Authorizing And Adopting Non-Ad Valorem Special Assessments Within The County Limits For The Purpose Of Benefiting Assessed Properties Through Enhanced Medicaid Payments For Local Services; Finding And Determining That Certain Real Property Is Specially Benefited By The Assessment; Collecting The Assessments Against The Real Property; Establishing A Public Hearing To Consider Imposition Of The Proposed Assessments And The Method Of Collection; Authorizing And Directing The Publication Of Notices In Connection Therewith; Providing For Certain Other Authorizations And Delegations Of Authority As Necessary; And Providing An Effective Date - No Funding Required
File Number SPS24-0021
Comm. Dist. All
Recommendation Approve

Mr. Sample noted the proof of publication.

Ms. Paula Baracaldo, Director of Support Services, reviewed the item and spoke regarding that Ms. Colleen Ernst, Adelanto Healthcare Ventures, was in attendance.

There was no public comment.

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

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

Noted Items

Noted items N75 through N137 were noted.

Addendum

Consent

AC138 Recording of Plat with Performance Guarantees – Meritage Homes of Florida, Inc. and Two Rivers East Community Development District – Two Rivers Parcel F1 (257 Lots on 92.459 Acres South of State Road 56 West of Gall Boulevard) – No Funding Required
File Number TED24-0360
Comm. Dist. 1
Recommendation Approve

Mr. Sample spoke regarding the request from the Clerk's Office to clarify the final recommendation to be approved contingent upon Clerk's review and execution following signature by the County Surveyor and record the plat.

COMMISSIONER MARIANO MOVED approval of Staff's recommendation contingent upon Clerk's review following signature by the County Surveyor and record the plat; **COMMISSIONER WEIGHTMAN SECONDED.**

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

AC139 Agreement – State of Florida, Agency for Healthcare Administration – Local Match Funding for Low Income Pool – $150,000.00
File Number SPS24-0016
Comm. Dist. All
Recommendation Approve

The item was approved as part of the Consent Agenda.

Walk-Ons

W1 Recording of Plat with Performance Guarantees – CF GTIS IV Two Rivers, LLC – Two Rivers Parce F2 Phase 1 (230 Lots on 88.575 Acres of State Road 56 West of Gall Boulevard) – No Funding Required
File Number TED24-0361
Comm. Dist. 1
Recommendation Approval

Mr. Steinsnyder spoke regarding that the item was a companion item to AC138.

Mr. Carballa read the item into the record and spoke regarding the same requirements that the Clerk mentioned.

Mr. Sample spoke regarding that the handout indicated 360 but it was actually 361.

COMMISSIONER WEIGHTMAN MOVED approval Staff's recommendation contingent upon Clerk's review following signature by the County Surveyor and record the plat; **COMMISSIONER MARIANO SECONDED.**

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

Post Meeting Materials

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

Adjourn

Commissioner Starkey left the meeting at 10:41 a.m. and returned to the meeting at 10:42 a.m.

Commissioner Yeager left the meeting at 11:27 a.m. and returned to the meeting at 11:29 a.m.

Commissioner Yeager left the meeting at 1:23 p.m. and returned to the meeting at 1:28 p.m.

Commissioner Mariano left the meeting at 3:01 p.m. and did not return.

The meeting adjourned at 3:13 p.m.

BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING/REZONINGS
RONALD E. OAKLEY
CHAIRMAN PRESIDING
SEPTEMBER 17, 2024

APPROVED IN REGULAR SESSION JANUARY 20, 2026

(SEAL)

JACK MARIANO, CHAIRMAN
APPROVED ON JANUARY 20, 2026

ATTEST:

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

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

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CO26-0129 **DATE:** 1/20/2026

SUBJECT: Board of County Commissioners Budget Hearing September 17, 2024 – 5:15PM

AGENDA SECTION: Consent Agenda

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. BCC 09-17-2024 - Budget Hearing - APPROVAL

BOARD OF COUNTY COMMISSIONERS, PASCO COUNTY, FLORIDA
BUDGET PUBLIC HEARING

ANNOTATED MINUTES

SEPTEMBER 17, 2024

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

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

5:15 P.M.

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

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

Call To Order

Chairman Oakley called the meeting to order at 5:20 p.m.

Invocation
Pledge of Allegiance

Ms. Grimes gave the Invocation and led the Pledge of Allegiance to the Flag.

Roll Call

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

Public Comment

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

Public comment was called under P1.

Public Hearings

Internal Services - Office of Management and Budget

P1 Adoption of Final Millage Rates and Final Budget for Fiscal Year 2025 - To Be Distributed
File Number OMB24-0051
Comm. Dist. All
Recommendation Approve

Chairman Oakley reviewed the public comment procedures to be followed.

Ms. Grimes noted the proof of publication.

Ms. Amielee Farrell, Budget Director with Pasco County's Office of Management and Budget, and Mr. Erik Breitenbach, Assistant County Administrator for Internal Services, used a PowerPoint presentation to review the item and provided a summary of the General Fund and the Transportation Trust Fund.

Chairman Oakley called for public comment regarding the General Fund and Transportation Trust Fund budgets.

Mr. Christopher Nelson, Vice President for West Pasco Girls Fast Pitch Softball Association, Ms. Peggy Byrne, Mr. Daniel Laufer, Ms. Jessica Haskins, on behalf of the Nature Coast Bolts Football Association, Ms. Stephanie Polk, President from Dade City Little League, Mr. Joseph Lodardo, Mr. Brian Paris, Mr. Daniel Hagan, representing the Police Benevolent Association, Ms. Janine Duffy, Mr. Thomas Celotto, Ms. Melissa

Jones, Ms. Christie Zimmer, Mr. Nagesh Nayak, President of Tampa Premier League, Mr. Ryan Pryor, Owner of Pryor Baseball Farm, Mr. Kenneth Hofbauer, Ms. Lisa Moretti, Ms. Nancy Hazelwood, Ms. Gina Bilello, Mr. Vincent Gariano, and Mr. John Michael Moore, President of the Pasco County Professional Firefighters, spoke regarding the fields at the Starkey Ranch District Park; the lack of fields; the infrastructure; youth programs; ESPN Fast Pitch; a Dixie National meeting; the bid for the 2026 World Series to be held at Starkey Ranch District Park; the millage rate; TECO; overdevelopment; the rural protection zone; a moratorium on building; the core values of the County; what Mr. Laufer paid for road paving in the previous year; that the roads would be included in the tax bill; refunds; liens on houses; fixed incomes; Shady Hills; the State Championship; cheerleaders that won regionals; funds that were paid; behind the baseball fields; the concession stand; the scoreboard; pads; being asked to host a spring tournament; an introduction to Ms. Melisa Shuler, Vice President of Dade City Little League; Dade City Little League; the amount of players and teams; the amount of fields they were allowed to use; the tournaments; travel ball teams; issues they were having; that they gave up their batting cages; road paving and resurfacing; a three way stop sign; the rainy season and flooding issues; whether there was a schedule for road paving; the fees; public safety; First Responders; how long it took for a road to be completed; the economy; COVID; capacity; appreciation to the Board; itemized expenses; where information could be found; the condo crisis, the Affordable Housing Workshop; the increase in property taxes; interest rates; vacant buildings; the proposed tax increase; support of Fire Rescue, the jails, the Fire Department, and the parks; safety concerns in Holiday; high crime rates; the lack of patrols; pot holes, sinkholes; assessed values; the Save Our Homes cap; forgivable loans; tax abatements; money for parks; ELAMP; a field they were playing cricket on; the amount of teams they had; youth tournaments; that the population was increasing; the lack of support to play the sport; the Wesley Chapel District Park; the need for more parks; registration; the amount on a waiting list; the Pryor Farm League; a development program; that cricket played on marsh; the homes that Mr. Hofbauer worked on; that insurance was too high; previous hearings and workshops; the budget; the way they were spending their money; water not flowing from a creek; median house prices; Affordable Housing; where the money was being spent; to open up some of the schools to after school activities; the townhouse Ms. Bilello owned; the price for taxes; the previous year and the millage; COLA increases; the development of relationships with County leadership; the taxpayer; alternative funding sources; the AFG Grant; a Firehouse Subs Grant; and grant funding from the Opioid Task Force.

Discussion was held regarding the aggregate millage rate advertised on the TRIM notices; why the aggregate millage rate was higher; the first public hearing on the budget; that the Board of County Commissioners adopted a budget based upon the millage rates used on the TRIM notices; the change from the proposed budget set in July; the reductions in spending; TIF Paving funds; the Parks MSTU; funding additional deputies; Public Works; expanding the jail; new fire stations; the timing of construction and hiring; the facilities reinvestment budget; that they were not making any reductions to the Constitutional budgets; road paving and rehabbing; PVAS; refunds; the Hudson Library Renovation; the General Obligation Bond; when they would receive the

reimbursement; that there would be an application process; that in the paving budget they would be doing sidewalks; how the Florida counties compared; and the lists that were displayed.

COMMISSIONER MARIANO MOVED approval to adopt the Millage Rate for Fiscal Year 2025 for the General Fund of 7.4292 mills; **COMMISSIONER STARKEY SECONDED.**

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

COMMISSIONER WEIGHTMAN MOVED approval to adopt the Millage Rate for Fiscal Year 2025 for the Transportation Trust Fund of 0.0000 mills; **COMMISSIONER STARKEY SECONDED.**

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

Ms. Farrell provided a summary of the Fire Municipal Service Taxing Unit budget.

Chairman Oakley called for public comment regarding the Fire Municipal Service Taxing Unit budget.

There was none.

COMMISSIONER STARKEY MOVED approval to adopt the Millage Rate of 2.1225 mills for the Fire Municipal Service Taxing Unit; **COMMISSIONER WEIGHTMAN SECONDED.**

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

Ms. Farrell gave a summary of the two new Municipal Service Taxing Unit MSTU budgets.

Chairman Oakley called for public comment regarding the two new Municipal Service Taxing Unit MSTU budgets.

There was none.

Discussion was held regarding the Roads Rehabilitation MSTU fund recommended tax levy; that there was no calculated roll back rate; and how much the millage rate would generate in property tax revenue to maintain the County’s Roadway Network.

COMMISSIONER WEIGHTMAN MOVED approval to adopt the millage rate of 0.0000 mills for the Parks Capital Maintenance MSTU; **COMMISSIONER MARIANO SECONDED.**

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

COMMISSIONER MARIANO MOVED approval to adopt the Millage Rate of 0.4052 mills for the Road Rehabilitation MSTU; **COMMISSIONER STARKEY SECONDED.**

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

Ms. Farrell provided a summary of the nine voter approved Debt Service Millage Rates.

Chairman Oakley called for public comment regarding the nine voter approved Debt Service Millage Rates.

Mr. Brian Paris spoke regarding that the parks should be funded over libraries.

Discussion was held regarding that this was the voter approved bonds that went to libraries, parks, fire rescue, and the jail; that these were the approved General Obligation bonds; that the projects were funded with bonded indebtedness; the years that were on them; that they were still putting money in parks; and the Parks Impact Fee for new homeowners.

COMMISSIONER WEIGHTMAN MOVED approval to adopt a Millage Rate of 0.0256 mills for the 2019A Jail Facility Bond; **COMMISSIONER STARKEY SECONDED.**

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

COMMISSIONER WEIGHTMAN MOVED approval to adopt the Millage Rate of 0.0204 mills for the 2019B Fire Rescue Bond; **COMMISSIONER MARIANO SECONDED.**

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

COMMISSIONER MARIANO MOVED approval to adopt a Millage Rate of 0.0096 mills for the 2019C Parks, Recreation, and Natural Resources Bond; **COMMISSIONER WEIGHTMAN SECONDED**.

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

COMMISSIONER MARIANO MOVED approval to adopt the Millage Rate of 0.0094 mills for the 2019D Libraries Bond; **COMMISSIONER STARKEY SECONDED**.

Chairman Oakley called on the motion; the vote was unanimous, and the motion caried.

COMMISSIONER WEIGHTMAN MOVED approval to adopt a Millage Rate of 0.0416 mills for the 2020A Fire Rescue Bond; **COMMISSIONER MARIANO SECONDED.**

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

COMMISSIONER STARKEY MOVED approval to adopt a Millage Rate of 0.0087 mills for the 2021A Libraries Bond; **COMMISSIONER WEIGHTMAN SECONDED**.

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

COMMISSIONER MARIANO MOVED approval to adopt a Millage Rate of 0.1073 mills for the 2021B Jail Bond; **COMMISSIONER WEIGHTMAN SECONDED**.

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

COMMISSIONER STARKEY MOVED approval to adopt a Millage Rate of 0.0131 mills for the 2022A Parks, Recreation, and Natural Resources Bond; **COMMISSIONER WEIGHTMAN SECONDED**.

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

COMMISSIONER MARIANO MOVED approval to adopt a Millage Rate of 0.0044 mills for the 2024A Fire Rescue Bond; **COMMISSIONER WEIGHTMAN SECONDED**.

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

Ms. Farrell provided a summary of the remainder of the budget.

Chairman Oakley called for public comment.

There was none.

COMMISSIONER MARIANO MOVED approval to adopt the Fiscal Year 2025 Budget as outlined by Staff including those adjustments made since the Tentative Public Hearing presented to the County Commission at their regular meeting earlier today; **COMMISSIONER STARKEY SECONDED**.

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

Ms. Farrell spoke regarding that the actions they took set the final aggregate millage, the increase above the rolled back rate, and read the Resolution adopting the millage rates into the record.

COMMISSIONER STARKEY MOVED approval to adopt the Resolution adopting the final levying of Ad-Valorum Taxes for Pasco County for the year 2025; **COMMISSIONER MARIANO SECONDED.**

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

Ms. Farrell read the Resolution title adopting the budget into the record.

COMMISSIONER MARIANO MOVED approval to adopt the Resolution adopting the final budget for Pasco County for Fiscal Year 2025**; COMMISSIONER STARKEY SECONDED**.

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

Adjourn

Chairman Oakley left the meeting at 5:51 p.m. and returned to the meeting at 5:54 p.m.

The meeting adjourned at 7:00 p.m.

BOARD OF COUNTY COMMISSIONERS
5:15 P.M. BUDGET HEARING
RONALD E. OAKLEY
CHAIRMAN PRESIDING
SEPTEMBER 17, 2024

APPROVED IN REGULAR SESSION JANUARY 20, 2026

(SEAL)

JACK MARIANO, CHAIRMAN
APPROVED ON JANUARY 20, 2026

ATTEST:

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

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

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CO26-0130 **DATE:** 1/20/2026

SUBJECT: Board of County Commissioners Emergency Meeting October 06, 2024

AGENDA SECTION: Consent Agenda

RECOMMENDED BOARD ACTION:

Approve

ATTACHMENT(S):

1. BCC Emergency Mtg 10-06-2024 - APPROVAL

BOARD OF COUNTY COMMISSIONERS, PASCO COUNTY, FLORIDA
EMERGENCY SPECIAL MEETING

ANNOTATED MINUTES

OCTOBER 6, 2024

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

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

2:00 P.M.

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

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

Call To Order

Chairman Oakley called the meeting to order at 2:03 p.m.

Invocation
Pledge of Allegiance

Ms. Grimes gave the Invocation and led the Pledge of Allegiance to the Flag.

Roll Call

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

Topic for Discussion

1 Discussion by Emergency Management - Direction of Ongoing Weather Conditions and Necessity for Adoption of Declaration of Local State of Emergency
File Number 2024-1601
Comm. Dist. All
Recommendation Presentation Only

Mr. Andrew Fossa, Director of Emergency Management, displayed maps and spoke regarding Hurricane Milton, its category, the projected path, tropical storm force winds, the storm surge, issues with debris, and an evacuation order.

Mr. John Battista, Operations Director for Solid Waste, spoke during the discussion.

Discussion was held regarding the storm surge; Hurricane Idalia; evacuation orders; fatalities; the amount of water rescues for Helene; the storm surge for Helene; recovery centers; that first responders would not be able to navigate the roads due to debris; Gulf Harbors; their appreciation to Staff; whether they started to use their trucks; the truck that they used; clearing streets; regular garbage services; local haulers; FEMA and the deadline; damage assessment; trash pickup in Pinellas County; the amount of yards of trash; the landfill; dumpsters near Leisure Beach; food donations; to move the Comfort Station from the J. Ben Harrill Recreation Complex; Capitol Taco; and that Red Cross was feeding the shelter and special needs.

The item was for information only.

2 Consideration of Proposed Resolution: "A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, DECLARING LOCAL STATE OF EMERGENCY"
File Number 2024-1602
Comm. Dist. All
Recommendation Approve

Ms. Grimes read the Resolution into the record.

Mr. Andrew Fossa, Director of Emergency Management, Mr. Erik Breitenbach, Assistant County Administrator for Internal Services, and Ms. Cathy Pearson, Assistant County Administrator for Public Services, spoke during the discussion.

Discussion was held regarding that the first, “be it further resolved” in the Resolution would be revised to say, “by the County Commissioners”; a request to move Tuesday’s business to the second meeting in October and make necessary adjustments with the Land Use items to be heard at their appropriate location; the amount of and types of meals for The Honorable Mike Fasano, Tax Collector; concerns with the kids that were not getting breakfast and lunch; whether the school system did food distribution; the Pack-a-Sack program; the Fasano Shelter; the schools that were used as shelters; where to send Capital Taco; what the Wiregrass Sports Campus was going to be used for; that the hospitals in the area were notified; pallet homes; the base camps; trailer sites; mass sheltering; who put the pallet homes together; four lives that were saved; and sand bag locations.

COMMISSIONER STARKEY MOVED to adopt; **COMMISSIONER MARIANO SECONDED.**

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

COMMISSIONER WEIGHTMAN MOVED approval to move Tuesday’s business to the second meeting in October and make necessary adjustments with the Land Use items to be heard at their appropriate locations; **COMMISSIONER STARKEY SECONDED.**

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

Adjourn

The meeting adjourned at 2:40 p.m.

BOARD OF COUNTY COMMISSIONERS
EMERGENCY SPECIAL MEETING
RONALD E. OAKLEY
CHAIRMAN PRESIDING
OCTOBER 6, 2024

APPROVED IN REGULAR SESSION JANUARY 20, 2026

(SEAL)

JACK MARIANO, CHAIRMAN
APPROVED ON JANUARY 20, 2026

ATTEST:

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

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

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CO26-0131 **DATE:** 1/20/2026

SUBJECT: Board of County Commissioners Regular Meeting/Rezoning October 22, 2024 – 10 A.M.

AGENDA SECTION: Consent Agenda

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. BCC 10-22-2024 - APPROVAL

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

ANNOTATED MINUTES

OCTOBER 22, 2024

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

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

10:00 A.M.

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

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

Call To Order

Chairman Oakley called the meeting to order at 10:03 a.m.

Invocation
Pledge of Allegiance

Mr. Sample gave the Invocation and led the Pledge of Allegiance to the Flag.

Roll Call

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

Public Comment

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

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

The Honorable Mike Fasano, Tax Collector, expressed his appreciation to the Board Members and Staff for their efforts during the recent three weeks. He spoke regarding those who had been effected, his concerns for those who had been put out of their homes, and those who had no insurance. He noted a few things they had achieved in the past year such as a piece of property purchased in the Angeline Community and where they were in the process, a generator that had been purchased for the Land O' Lakes office, the plans for the new Wesley Chapel office, that their starting salary was now $20.00 an hour and their turnover was little to none. He presented a check to the Board in the amount of $5.7 million.

Chairman Oakley expressed his appreciation for him coming and noted the team had a great boss.

Ms. Shamisea Griar spoke regarding being impacted by the recent back-to-back hurricanes, the industry she worked in, that an eviction had been filed against her by the apartment, that the apartment was not willing to work with her, when she lived in Hillsborough County, another resident that had given up their key because they were impacted by the storm, her past impacts from COVID-19, that she was looking for resources as she was not familiar with the County, and speaking on behalf of others who had been effected.

She was directed to speak with Ms. Cathy Pearson, Assistant County Administrator for Public Services.

Ms. Brigitte Endrulat spoke regarding being a resident of Thousand Oaks, the reoccurring flooding issues they and several surrounding communities had been facing, that they had been told Hurricane Milton was a hundred year storm, flooding that

occurred during regular storms and heavy rain seasons, threats to their homes, safety, and peace of mind, questions about what the concrete plans would be to address the floods, the Little Road pumps and whether they were operational during the last flood, ensuring Emergency Service access when the areas flood, that she had invested her life savings to move to the area and she chose it based on that it wasn't marked as a flood zone, concerns for property values and the emotional toll it was taking with homes repeatedly flooding, and that a comprehensive solution was needed.

She was directed to speak with Staff.

Pastor Jen Kerouac spoke regarding seeing the incredible devastation, that she and many other people had used their life savings to move to Florida for various reasons, congestion and the weight of development, people who were flooding in non-flood zones, sharing a passage from the Bible, people who had reached out to her and their concerns with the appearance of the lack of oversight with regards to the building, whether a moratorium could be considered in the same way as Zephyrhills, identifying stormwater issues for the current residents, looking to the Board for leadership and wise council.

Mr. Edward Supulveda expressed his appreciation to the Board for the organization and help that was out there for everyone who had suffered through the past two hurricanes. He spoke regarding how amazing to see boots on the ground from the Commissioners all together and the coordinating situation that was done quickly.

Consent

COMMISSIONER MARIANO MOVED approval of the Consent Agenda with the exception of Agenda Items C3, C38, C54, C63, and AC152 which had been pulled for discussion or revision and Agenda Items C15, C22, C49, C64, and C65 which had been withdrawn; **COMMISSIONER WEIGHTMAN SECONDED.**

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

District Five - Commissioner Mariano

C3 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Commending Grace's Food Pantry For Their Service To The Citizens Of Pasco County
File Number CAO25-5103
Comm. Dist. All
Recommendation Approve

Mr. Sample read the Resolution into the record.

Ms. Grace Sepulveda and Mr. Ed Sepe spoke regarding when she wanted to start the food pantry; the families they had assisted with; the recent storms; and appreciation for everyone's assistance.

Discussion was held regarding recognizing Grace's Pantry for the phenomenal job they had been doing; the distribution locations and process; other volunteer entities; personal stories with Grace's Food Pantry; the number of meals provided; and appreciation for their efforts in the community.

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

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

Internal Services - Facilities Management

C15 Construction Contract Closeout Agreement to Agreement IFB-DS-20-131 – New Vista Builders Group LLC – South Holiday Library Renovations – Contract Decrease of $9,144.81
File Number FAC25-0008
Comm. Dist. 3
Recommendation Approve

The item was withdrawn.

C22 Third Amendment to Lease - Rohabi, Inc. - On-Site Wellness Center, Dade City - $105,260.40
File Number FAC25-0024
Comm. Dist. 1
Recommendation Approve

The item was withdrawn.

Public Infrastructure - Public Works

C38 Change Order No. 2 to Solicitation No. IFB-RH-23-016 for Additional Purchasing Authority – McShea Contracting, LLC – As Needed Paving Marking Installation – $300,000.00
File Number PW25-0005
Comm. Dist. All
Recommendation Approve

Mr. Sample spoke regarding that the item was pulled as part of the copies were not provided and requested the item to be approved contingent on Clerk's final review.

Discussion was held regarding all items pulled by the Clerk.

COMMISSIONER MARIANO MOVED approval of Staff's recommendation contingent on Clerk's final approval; **COMMISSIONER WEIGHTMAN SECONDED.**

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

Public Infrastructure - Utilities

C49 First Amendment to Agreement and Additional Purchase Authority – U.S. Water Services Corporation and Rowland (DE), LLC – As Needed Valve Change-Out and Hydrant Installation Services – $200,000.00
File Number UTOM25-0009
Comm. Dist. All
Recommendation Approve

The item was withdrawn.

Public Safety - Fire Rescue

C54 Approve First Amendment to Interlocal Agreement – Pasco County to Provide EMS Billing and Collection Services for Citrus County – No Funding Required
File Number FR25-1001
Comm. Dist. All
Recommendation Approve

Mr. Sample spoke regarding that the item had been received just a short time ago and with the volume of the combined Agendas he requested for the item to be contingent on Clerk review.

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

Discussion was held regarding that they had been doing it for a while; a question about what the issue was; and that it was the first renewal however there was a change of leadership in the Fire Department.

COMMISSIONER MARIANO MOVED approval of Staff's recommendation contingent on Clerk review; **COMMISSIONER WEIGHTMAN SECONDED.**

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

Public Services - Community Services

C63 Florida Department of Elder Affairs Standard Contract – Senior Center – 13900 4th Street, Dade City, Florida – No Funding Required
File Number SS25-0008
Comm. Dist. 1
Recommendation Approve

Mr. Sample spoke regarding that it was a situation where authority had been delegated contingent on final documents being prepared to the County Administrator for his execution and as it was a Board Document he requested for attestation to be coordinated and to be distributed in the normal process.

COMMISSIONER MARIANO MOVED approval of Staff's recommendation including the coordination of the attestation as a Board document and distributed in a normal process; **COMMISSIONER WEIGHTMAN SECONDED.**

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

Public Services - Parks, Recreation and Natural Resources

C64 Agreement and Award of Bid No. IFB-KF-24-092 – Gulf American Construction & Development Corporation – Replacement of Floating Docks and Gangways at Robert J. Strickland Memorial Park – $291,438.83
File Number PRN25-0001
Comm. Dist. 4
Recommendation Approve

The item was withdrawn.

C65 Exempt Purchase – Musco Sports Lighting, LLC – Musco Light Structure System at Oakridge Baseball Fields – $490,697.00
File Number PRN25-0003
Comm. Dist. 3
Recommendation Approve

The item was withdrawn.

Regular

Legislative/Administrative - County Administrator

R71 Hurricane Helene & Hurricane Milton Update
File Number CA25-5000
Comm. Dist. All
Recommendation Presentation Only

Mr. Carballa used a PowerPoint presentation to review the item .

Interim Fire Chief Ryan Guynn, Fire and Rescue, spoke during the discussion.

Discussion was held regarding appreciation to all Staff, Leadership, the EOC (Emergency Operations Center) for what they do; how amazing what they had come through in the past few weeks; on how historic of an event it was; appreciation for their leadership, the Teams', Constitutional Officers', the School Board's, the not for profits', and engaged citizens' efforts during both storms; preparation for the citizens; that there was still a lot to do; road closures; videos that were displayed showing the conditions the First Responders faced during the storms; rescue efforts; power losses; stories that were shared from their experiences during the storms; the evacuation orders that were given; people that came from other states to help; a video showing and discussing the riverine flooding; appreciation for Staff efforts in putting the citizens' needs before their own; the waived tipping fees; efforts that were made before Milton; debris contractors; debris concerns; an overnight pilot program for debris cleanup; information being dispersed; Florida Delegation efforts; appreciation for Mr. Carballa's leadership and Staff efforts; appreciation for Mr. Steinsnyder and his team's efforts; and appreciation for the efforts of First Responders.

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

Mr. Andrew Fossa, Director of Emergency Management, spoke during the discussion.

Discussion was held regarding questions from contractors pertaining to bid parameters; FEMA reimbursement categories; the Team's phenomenal responses; the community coming together; that the east side would need a tremendous amount of work to get put back together; FEMA availability for the citizens; personal recovery stories; that a

celebration would be needed when it was all over; taking pictures to help plan for the future; a request for a map of the watersheds; the GIS map resource; Dade City flooding in 2004, what was learned, and how it looked today; graphics that had been released; flooding around the County; comments made during Public Comment; the Trinity Flood Task Force from the past; areas that had previously been cleaned up by the County that should have been maintained by the neighborhoods; the need to help residents; HOA maintenance responsibilities and challenges; culverts; past federal contracts; limitations in the State of Emergency; permitting authorities; and what they would be looking into.

The item was for information only.

Development Services - Planning and Economic Growth

R72 (11:00 A.M. Time Certain) Project Status Report for SPEROS FL - H. Lee Moffitt Cancer Center and Research Institute, Inc.
File Number PDE25-0026
Comm. Dist. 3
Recommendation Presentation Only

Mr. David Engel, Director of Planning, Development and Economic Growth, introduced the item.

Dr. Patrick Hwu, President and CEO of Moffitt Cancer Center, used a PowerPoint presentation to review the item and spoke regarding the short video that was displayed pertaining to T Cells directly killing cancer cells.

Discussion was held regarding the tours; excitement for and pride in the County; amazement with the facility; other places that would have the Proton Therapy; being in one of the fastest growing counties; quality of life in Pasco County; excitement for the future and lives to be saved; appreciation for their work; the AmSkills training center; workers that would be needed; treatments to be developed; and that death rates were starting to come down.

The item was for information only.

Miscellaneous Business - District One - Commissioner Oakley

- Chairman Oakley noted they had been through an event of two hundred years or more, the unprecedented amount of water, and not ever seeing anything like this.

- Later in the meeting, he spoke regarding going through Hurricane Helene and Hurricane Milton, people he had spoken to, visiting the Enclave Development area, people who had been saved, the flooding, homes that had been affected,

visiting the Outlet Mall, traveling with the Guard, and the one hundred year floodplain.

- He spoke regarding past work in the Hickory Hill area, pumping water, a culvert in the area, neighbors being flooded out, that what happened on the west side was different than what happened on the east side, the Brooksville Ridge, 150 year old oaks that did not make it through the storm, and a tree next to the Historic Courthouse that would need to be removed and replaced with different trees.

  Later in the meeting, Mr. Sample spoke regarding the 2004 season, impacts on the east side at that time, discussions on trees back then, and what was experienced during the recent storms.

- He spoke regarding a discussion WHEN he attended at Saint Leo University pertaining to things happening around the State and the County, those who were in attendance, that it was an informative meeting, and his appreciation to the Board and Staff for everything they had done during this time.

- He asked about the FEMA meeting on Thursday night at the Historic Courthouse and if it would be held like the other one. He was afraid people would attend looking for County information.

  Mr. Carballa spoke regarding the meeting that had been held at the Hudson Library, what had been learned, and that FEMA would be there however County Personnel would also be on hand to discuss County specific matters and issues.

  Discussion was held regarding the virtual option that would be available; people who had watched the last meeting in the Judicial Center parking lot; that a big crowd was expected; and that a lot of messaging had been put out there.

Miscellaneous Business - District Two - Commissioner Weightman

- Commissioner Weightman expressed his appreciation to County Administration, the County Attorney's Office, Commissioners, and all who were present for their hard work. He spoke regarding that there was no class to study and prepare for how to manage two hurricanes within the couple of weeks' time period, the challenges, turmoil, and loss, the opportunity for the government to learn through living through a hundred year rain event and planning moving forward, the rising waters, water that had been pumped out, keeping Ehren Cutoff open, projects that were not completed, seeing how the water was moving, concerns with future road failures, getting with experts and engineers to understand whether the direction they were on was still appropriate, flooding in specific neighborhoods, wanting to alleviate flooding in the area, legal nuances of approvals and State Statutes, finding a way to go on the offence, using information that had been

gathered, potentially partnering with CDDs and HOAs, that a new level of communication was needed, community infrastructures that had not been maintained in the past, culverts along the roads, that it was a big job that would take several years to understand, changes to the east Pasco landscape with the loss of generational Oak trees, reaching out to Commissioner Simpson's Office to see about potential programs to help with replanting efforts, people who were afraid of the trees now, trees that had potentially saved homes because they took the beating from the wind, and serving the people of Pasco County.

Miscellaneous Business - District Three - Commissioner Starkey

- Commissioner Starkey spoke regarding the flooding she encountered.

- She spoke on the tree situation, that she had always been a tree advocation, that the previous year they had started back on giving trees out on Arbor Day, a suggestion to double the efforts and potentially getting bigger trees, and money that was available for tree giveaways.

- She displayed photographs and spoke regarding the recent FAC fieldtrip to look at the Living Shore Line that they had received grant money after the spill, the islands that had been built up and other items that had been installed, and that it had protected the shoreline. A video was displayed.

  Discussion was held regarding the islands and that birds did not nest there.

- She displayed photographs and spoke regarding her trip to the Institute for Human and Machine Cognition (IHMC), the displayed suits that could be used by those with injuries or certain types of jobs, their interest with AmSkills and Moffitt, potentially inviting them down, legislative funding, and reading she had done on them.

- She displayed photographs and spoke regarding riding in swift boats with Commissioner Yeager and with firemen from Longview, Texas, Elfers Parkway, homes with water up to their windows and above, chickens that had been rescued, being grateful for the First Responders who had come, Governor DeSantis' visit, and mass destruction of the Oak trees.

- She spoke regarding a request she had received from a resident who lived on Buddy Lake that connected to Lake Pasadena, an Ordinance against air boats on some lakes, a passive park that was coming to Buddy Lake and Lake Pasadena, that someone had been zipping around in an airboat, and the request to add the lake as a lake that prohibited airboats.

  Chairman Oakley noted that since it was in his district he would check it out.

Discussion was held regarding the loudness of airboats; preemptions; airboat regulations; the age of the Ordinance; and an airboat in Gulf Harbors.

Later in the meeting, Mr. Steinsnyder spoke regarding the Ordinance and that it's last revision was in 2006, Chapter 327.60 Local Regulations language pertaining to air boat discriminations, the preemption, what could be overridden by two thirds vote, and that he felt the lake could be added.

Discussion was held regarding whether a lake bordering a park should be air boat free; potential noise; the sinkhole at Buddy Lake; rural neighbors who had air boats, public access to lakes; and a request for the Ordinance as it existed to be sent to all of the Commissioners.

- She expressed her appreciation for all of their hard work while going through two hurricanes in thirteen days.

  Discussion was held regarding the experience and the three rivers going through Pasco County.

- Later in the meeting, she displayed photographs and spoke regarding helping feeding people in the Place in the Sun, connecting with organizations to help clean-up, remediation that would be needed for the clubhouse, a meal she and her son had made, Staff efforts in the area, and she expressed her appreciation to Commissioner Yeager for helping keep an eye on a community.

- She displayed a video and spoke regarding her Aristida house.

  Discussion was held regarding flooding; the rivers; storm surges; and building a new home according to the FEMA regulations.

- She asked about foam that was coming out of a storm drain in Gulf Harbors, the community's concern on whether it was toxic or not, and water draining off of the golf course.

  Mr. Jason Mickel, Public Works Director, explained he had received the information that morning, that he had sent crews out, that he had not yet heard back yet, potentials causes, and that he was looking into it.

- Later in the meeting, she spoke regarding a notice she had received about red tide and asked about the Coast.

  Mr. Carballa noted he did not know but would get back with them and the Fish and Wildlife's Red tide Status Sampling Map.

- Later in the meeting, she led discussion regarding Dengue Fever; businesses with exposed tires; an Ordinance in the County stating tires were not to be left

uncovered; whether Code Enforcement was needed to be vigilant on it; spraying for mosquitos; and the number of cases of Dengue Fever.

- She spoke regarding an upcoming event to be held at Grand Boulevard, pallets that had been purchased, and asked Ms. Cathy Pearson, Assistant County Administrator for Public Services, to speak about it.

  Ms. Pearson spoke regarding the media event which would be from 9:00 a.m. to 11:00 a.m. on Thursday morning, that it was an opportunity for the media to come visit, and appreciation to the many teams for what they were able to do in a few weeks to create it.

  Discussion was held regarding when the pallets would be filled and the upcoming plans.

Miscellaneous Business - District Four - Commissioner Yeager

- Commissioner Yeager displayed photographs and spoke regarding visiting Moon Lake, delivering supplies and food that had been donated by individuals and businesses, a food truck that had been donated, lip sync battles and music that had played, and the whole community coming out.

- She displayed photographs and spoke regarding Discovery Childcare and Learning which was part of the Sertoma's Speech and Hearing Foundation Literacy Program.

- She displayed photographs and spoke regarding a gentleman named Bob who was a veteran that lived in a mobile home community and had been rescued, after he went to the hospital, and that he was doing well. She spoke regarding the team finding pockets of people in mobile home parks, people who owned the park who were not allowing the County to clean-up and were trying to evict the citizens, concerns with a big issue for senior citizens, that Staff had been amazing, and looking forward to helping more.

- Later in the meeting, she displayed photographs and spoke regarding a dog that had visiting the 911 and Emergency Center.

Miscellaneous Business - District Five - Commissioner Mariano

- Commissioner Mariano expressed his appreciation to Commissioner Yeager for stepping up and helping with the pocket as his and Commissioner Starkey's districts had a lot going on.

  Discussion was held regarding the great job Staff and the community had been doing with everything.

- He displayed photographs and spoke regarding Beacon Woods, trees that had fallen, conversations with the president about the developer, and trying to protect them. He expressed his appreciation to Staff for doing a phenomenal job, that the community appreciated it, and being proud of everyone there.

- Later in the meeting, he spoke regarding past discussions on swap outs for billboards, ones that had been ripped out of their foundation on US 19, and asked about what would happen after the fact.

  Discussion was held regarding non-conforming signs and broken support systems.

Miscellaneous Business - County Administrator

- Mr. Carballa thanked the Board for all their accolades for the Team.

- He spoke regarding Commissioner Weightman's earlier comments about approved development, that the Stormwater Master Plan was underway and potentially accelerating the pace, stormwater regulations, potentially using a workshop session to discuss and educate about stormwater, living shorelines, resiliency projects, and that it was something that took years to evolve but it had to start somewhere.

  Discussion was held regarding that it was a great idea; gathering information; specific sites; not buying the formulas; paying attention like never before; and GIS reporting flood waters.

- Mr. Carballa spoke regarding that he would like to work with the County Attorney's Office to pen a letter to send the State of Florida Department of Emergency Management to codify their understanding of certain actions that had been taken with solid waste and debris management in terms of their contracts and for it to be signed by the Chair.

  Discussion was held regarding a motion that would be required to authorize the Chair to sign the letter.

COMMISSIONER MARIANO MOVED approval to have the letter that was penned to be signed by the Chair which would be factual documentation of what had been understood through conversations with the State regarding some of the debris contracts; **COMMISSIONER STARKEY SECONDED.**

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

- Mr. Carballa introduced walk-on item CD25-0023, Delegation of Authority to execute Satisfaction of Mortgages which had been distributed to the Board. He explained on November 1st they were slated to close on the Cares Facility in Dade City, recent approvals, a number of liens that were on the property which needed to be cleared and in order to do so Cares was selling the facility on Clock Tower, liens that were held by the County through former CDBG mortgages on the Clock Tower facility, and the request.

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

  Ms. Marcy Esbjerg, Community Development Director, spoke during the discussion.

  Discussion was held regarding not being comfortable with just forgiving it; the buildings; liens on the property; what was being proposed; the CDBG funds and restrictions; the timelines; the way business was done in Pasco County; what the Board had the right to forgive; the Dade City property; the Clock Tower property; what had been approved in August by the Board; that Cares was leveraged to the hilt; not wanting to inherit more liabilities; and what would happen if they did or didn't approve.

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

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

Miscellaneous Business – County Attorney

- No items.

Miscellaneous Business – Clerk and Comptroller

- No items.

Miscellaneous Business – Sheriff

- Absent.

THE BOARD RECESSED AT 11:56 A.M. AND RECONVENED AT 1:36 P.M. ALL COMMISSIONERS WERE PRESENT. COMMISSIONER STARKEY ARRIVED TO THE MEETING AT 1:37 P.M.

Public Hearings

Proposed Ordinances at 1:30 p.m.

P73 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Section 204.1.A Planning Commission; Section 304.2.D Public Notice; Section 305.2.B Neighborhood Meeting Coordination And Notice; Section 307 Continuance Procedures; Section 310 Performance Security; Section 311 Defect Security; Section 403.5 Construction Plans; Section 406.1.6.B.1 And 3 Temporary Signs; Section 406.1.9.A Additional Standards For Permanent Signs In Residential Districts; Section 406.1.10.B, C, And E Additional Standards For Signs In Nonresidential Districts, Ground Signs, Wall Signs, And Regulations For Marquee, Canopy, And Awning Signs; Section 1003.1 Gates, Fences, And Walls, General Requirements; Section 1003.4 Gates, Fences, And Walls, Non-Residential Requirements; Section 1203.4 Nonconforming Signs; Section 1302.1.D Uniform Procedures And Provisions, Reduction Of Mobility Fees And Waivers Of School Impact Fees; Appendix A Definitions; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PDE25-0003
Comm. Dist. All
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, spoke regarding that the item was originally scheduled for the October 8, 2024 Board of County Commissioners meeting which had been cancelled due to Hurricane Milton. He read the item into the record and noted the continuance request.

Discussion was held regarding Agenda item P77.

COMMISSIONER MARIANO MOVED approval to continue to the November 12, 2024 Board of County Commissioners meeting at 1:30 p.m. in Dade City; **COMMISSIONER WEIGHTMAN SECONDED.**

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

P74 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Section 802 Tree Preservation And Replacement; Appendix A Definitions; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PDE25-0007
Comm. Dist. All
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, read the item into the record and spoke regarding they were working with stakeholders, wrapping up a new version of the Ordinance which would be back and would be republished, and the continuance request.

Discussion was held regarding the continuance request to a date uncertain.

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

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

P75 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For a Small-Scale Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 03) From ROR (Retail/Office/Residential) To IL (Industrial-Light) on Approximately 16.84 Acres of Real Property Located at the Southeast Corner of the Intersection of Diagonal Road And New York Avenue; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.

File Number PDE25-0179
Comm. Dist. 5
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

Mr. David Goldstein, Chief Assistant County Attorney, and Ms. Barbara Wilhite, representative for the applicant, spoke during the discussion.

Discussion was held regarding the Live Local provision; whether the road structure could handle the change; a project in the Shady Hills area; a desire to hear the item at the same time as the Zoning Amendment; whether the item was a Planned Development or Euclidian Zoning and the differences between them on what the Board could or could not do; infrastructure concerns; potentially having the Substandard Roadway Analysis presented as part of the Plan Amendment; continuing the item; and whether Staff would be able to bring the item back on November 12th.

COMMISSIONER MARIANO MOVED approval to continue to time certain.

COMMISSIONER MARIANO AMENDED his previous motion to continue the item to the November 12, 2024 Board of County Commissioners meeting at 1:30 p.m. in Dade City.

COMMISSIONER MARIANO AMENDED his previous motion to continue the item to the December 10, 2024 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER STARKEY SECONDED.**

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

P76 Providing For A Comprehensive Plan Amendment To The Future Land Use Maps (2-15 And Sheet 18) Changing From RES-12 (Residential-12 DU/GA) To COM (Commercial) On Approximately 3.05 Acres Of Real Property Located South Of Massachusetts Avenue Approximately 1,300 Feet West Of The Intersection Of Massachusetts Avenue And Rowan Road: And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.

File Number PDE25-0012
Comm. Dist. 4
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

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

P77 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Section 204.1.A Planning Commission; Section 304.2.D Public Notice; Section 305.2.B Neighborhood Meeting Coordination And Notice; Section 307 Continuance Procedures; Section 310 Performance Security; Section 311 Defect Security; Section 403.5 Construction Plans; Section 406.1.6.B.1 And 3 Temporary Signs; Section 406.1.9.A Additional Standards For Permanent Signs In Residential Districts; Section 406.1.10.B, C, And E Additional Standards For Signs In Nonresidential Districts, Ground Signs, Wall Signs, And Regulations For Marquee, Canopy, And Awning Signs; Section 1003.1 Gates, Fences, And Walls, General Requirements; Section 1003.4 Gates, Fences, And Walls, Non-Residential Requirements; Section 1203.4 Nonconforming Signs; Section 1302.1.D Uniform Procedures And Provisions, Reduction Of Mobility Fees And Waivers Of School Impact Fees; Appendix A Definitions; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PDE25-0003
Comm. Dist. All
Recommendation No Action Required

Mr. Sample noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, read the title into the record and used a PowerPoint presentation to review the item .

Ms. Macaire King, representative for Benderson 85-1 Trust and 95 FLRPT LLC, spoke regarding her clients who were the owners of Ridge Plaza located at 8601 Little Road, support of the proposed amendments to LDC Section 1203.4 specifically related to non-conforming signs, and appreciation to Staff for their hard work and time on the item.

Mr. Brad Tippin, Director of Development Review Services, and Ms. Denise Hernandez, Planning, Development and Economic Growth, spoke during the discussion.

Discussion was held regarding the fencing section; fencing that was damaged during the storms; whether they would want to look at changing further language to do with arterials; different fencing suggestions and options; fencing choices made by developers; current Code language; potential language changes; the alternative standard process; sign dimensions and architectural features; sign examples from different communities; and additional flexibility that was being added.

No action was required as this was the first public hearing. The Adoption Hearing was scheduled for the November 12, 2024 Board of County Commissioners meeting at 1:30 p.m. in Dade City.

Public Hearings at 1:30 p.m.

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

Mr. Sample swore in those who planned to present testimony.

P78 Comprehensive Plan Amendment (Continuance) - CPAS24(07) Little Road Commercial - Providing for a Comprehensive Plan Amendment to the Future Land Use Maps (2-15 and Sheet 10) Changing from RES-1 (Residential-1 DU/GA) to COM (Commercial) on Approximately 3.02 Acres of Real Property Located at the Northeast Corner of the Intersection of Jasmine Blvd and Little Road

File Number PDE25-0011
Comm. Dist. 4
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

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

COMMISSIONER MARIANO MOVED approval to continue to the December 10, 2024 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER STARKEY SECONDED.**

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

P79 Zoning Amendment (Continuance) – Siddiqui Rafat Ali – Change in Zoning from a C-1 Neighborhood Commercial District to a C-2 General Commercial District – South Central Pasco County – Southwest Corner of the Intersection of Black Lake Road and Geneva Drive – Containing Approximately 0.57 Acre

File Number PDE25-7779
Comm. Dist. 3
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, spoke regarding that for Agenda Items P79, P80, and P82 the Agenda Memo headers were changed to read as, "Board of County Commissioners Agenda Memorandum" and the Recommended Section header was changed to read as, "Recommended Board Action" and that the corrections had already been sent to the Clerk's Office. He read the item into the record and spoke regarding the continuance request.

COMMISSIONER MARIANO MOVED approval to continue to the December 10, 2024 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER STARKEY SECONDED.**

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

P80 Zoning Amendment (Continuance) – Dejan and Gordana Vujinovic – Change in Zoning from an A-R Agricultural-Residential District with Conditions to an A-R Agricultural-Residential District – Northwest Pasco County – On the Northwest Corner of Seabiscuit Lane and Giddyup Lane – Containing Approximately 5.07 Acres

File Number PDE25-7783
Comm. Dist. 5
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, spoke regarding that for Agenda Items P79, P80, and P82 the Agenda Memo headers were changed to read as, "Board of County Commissioners Agenda Memorandum" and the Recommended Section header was changed to read as, "Recommended Board Action" and that the corrections had already been sent to the Clerk's Office. He read the item into the record and spoke regarding the continuance request.

Discussion was held regarding accessory dwelling units and the draft Ordinance that had been prepared.

COMMISSIONER MARIANO MOVED approval to continue to the December 10, 2024 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER WEIGHTMAN SECONDED.**

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

P81 Zoning Amendment (Continuance) – 52 Realty LLC/SR 52 Realty – Change in Zoning from an A-R Agricultural-Residential District to A-R Agricultural-Residential District, PO-2 Professional Office, and C-2 General Commercial District – West Central Pasco County – South Side of State Road 52, Approximately 1/2 Mile West of Land O' Lakes Boulevard – Containing Approximately 8.84 Acres

File Number PDE25-7810
Comm. Dist. 4
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

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

COMMISSIONER MARIANO MOVED approval to continue to the December 10, 2024 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER WEIGHTMAN SECONDED.**

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

P82 Zoning Amendment (Continuance) – HCM Hospitality LLC – Change in Zoning from a C-2 General Commercial District and MF-1 Multiple-Family Medium Density District to an MF-1 Multiple-Family Medium Density District – West Central Pasco County – East Side of US Highway 19, Approximately 950 Feet South of State Road 52– Containing Approximately 4.44 Acres

File Number PDE25-7818
Comm. Dist. 5
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, spoke regarding that for Agenda Items P79, P80, and P82 the Agenda Memo headers were changed to read as, “Board

of County Commissioners Agenda Memorandum" and the Recommended Section header was changed to read as, "Recommended Board Action" and that the corrections had already been sent to the Clerk's Office. He read the item into the record and spoke regarding the continuance request.

Discussion was held regarding a request to meet with Staff and the applicant on the item.

COMMISSIONER MARIANO MOVED approval to continue to the December 10, 2024 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER WEIGHTMAN SECONDED.**

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

P83 Zoning Amendment (Continuance) – Northridge MPUD Master Planned Unit Development – Northridge 829, LLC - A Substantial Modification to Increase the Residential Density from 700 Units to 758 Units (Detached and Villas) on Approximately 178.15 Acres - Located South of and Abutting County Line Road North, 1.25 Miles Northwest of the Suncoast Parkway

File Number PDE25-7795
Comm. Dist. 5
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

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

Ms. Barbara Wilhite, the applicant's representative, spoke during the discussion.

Discussion was held regarding why the item was being continued to Dade City; whether they wanted to hear the item in New Port Richey instead; the Community Development District that was running at the same time; time restraints; and what would be happening on the project.

COMMISSIONER MARIANO MOVED approval to continue to the November 12, 2024 Board of County Commissioners meeting at 1:30 p.m. in Dade City; **COMMISSIONER STARKEY SECONDED.**

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

P84 Zoning Amendment (Consent) – Anodyne 54 LLC – Change in Zoning from a C-1 Neighborhood Commercial District to a C-2 General Commercial District – Southeast Pasco County – Northwest Corner of the Intersection of State Road 54 and Point Cypress Boulevard – Containing Approximately 1.31 Acres
File Number PDE25-7817
Comm. Dist. 2
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

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

Later in the meeting, Mr. Steinsnyder explained he was notified by the Team that a motion was not taken on the item.

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

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

P85 Zoning Amendment (Consent) – Suncoast Lakes MPUD Master Planned Unit Development – Pasco County Planning Services Division – A Modification to the Previously Approved Master Plan and Conditions of Approval to Reflect and Memorialize Subsequent Revisions Thereto on Approximately 483.5 Acres in the South and Central Market Areas
File Number PDE25-7826
Comm. Dist. 4
Recommendation No Action Required

Mr. Sample noted the proof of publication.

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

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

Mr. Paul Bybee spoke regarding the document he distributed, the maps, concerns with adding a hotel, concerns with misuse of the land, traffic issues and concerns, conservation land in the area, flooding issues and concerns, noise issues, and the Fire Station in the area.

Ms. Barbara Wilhite, representative for the applicant, and Mr. George Nichols, the applicant, spoke regarding representing the applicant; what it was already approved for; discussions with Hampton Inn; reviews it would go through; the extra step of a binding concept plan; the location; how long they had owned the property; taxes paid; roadways; the error that he did not create; money spent on design; expenses incurred; trying to come up with the highest and best use for the land; drainage; right-of-way; older built properties; pipes; and the pending contract they needed to get past.

Mr. Brad Tippin, Development Review Services Director, spoke during the discussion.

Discussion was held regarding the Pasco Mapper; what was under construction in the area; traffic; whether the intersections had lights; communities in the area; the conservation area; what was before the Board; established tracts; ingress and egress; private roads; bus stops; turn lanes; easements; County maintained areas; plat dedications; working with stakeholders; concept plans; development on other parcels and where they were in the processes; site plan reviews; road improvements; local impacts; residential development; drainage; privacy; concerns with overlooking the neighbors; water flow concerns; drainage; the rural style neighborhood; the closing on the property; that two hearings would be before the Board; that no action would be required; potentially moving the item forward; addressing the Commissioners' concerns; Murcott Way; traffic flow; Crela Drive that had been raised and it's issues; and concerns with the Code protections.

COMMISSIONER STARKEY MOVED approval to receive and file documentation submitted by Mr. Paul Bybee; **COMMISSIONER WEIGHTMAN SECONDED.**

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

No action was required as this was the first public hearing. The Adoption Hearing was scheduled for the November 12, 2024 Board of County Commissioners meeting at 1:30 p.m. in Dade City.

P86 Public Comment Regarding the Proposed Use of the Fiscal Year 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Pasco Sheriff's Office – CFDA # 16.738

File Number OMB25-0003
Comm. Dist. All
Recommendation Other

Mr. Sample noted the proof of publication.

Mr. Chase Daniels, Undersheriff of Community Outreach Operations for the Pasco County Sheriff's Department, reviewed the item and spoke regarding the grant dollar amount, what it would fund, that cash match was not required, and what was before the Board.

There was no public comment.

Discussion was held regarding Gang Suppression.

COMMISSIONER MARIANO MOVED approval to accept Public Comment on the proposed use; **COMMISSIONER WEIGHTMAN SECONDED.**

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

Noted Items

Agenda items N87 through N151 were noted.

Addendum

Consent

AC152 Piggyback Agreement - Multiple Vendors - Underwriter Pool for Future Bond Issuances - No Funding Required
File Number OMB25-0013
Comm. Dist. All
Recommendation Approve

Mr. Sample spoke regarding the request for the item to be contingent on Clerk having a chance to review.

Discussion was held regarding signatures being obtained of the people who were awarded under the multiple vendors, which was why it didn't get to the Clerk's Office on time.

COMMISSIONER MARIANO MOVED approval of Staff's recommendation contingent on Clerk review; **COMMISSIONER WEIGHTMAN SECONDED.**

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

Walk-Ons

There were none.

Post Meeting Materials

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

Adjourn

Commissioner Yeager left the meeting at 11:17 a.m. and returned at 11:20 a.m.

Commissioner Mariano left the meeting at 11:33 a.m. and returned at 11:34 a.m.

Commissioner Yeager left the meeting at 2:58 p.m. and returned at 3:01 p.m.

Chairman Oakley left the meeting at 3:01 p.m. and returned at 3:04 p.m.

The meeting adjourned at 4:00 p.m.

BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING/REZONINGS
RONALD E. OAKLEY
CHAIRMAN PRESIDING
SEPTEMBER 17, 2024

APPROVED IN REGULAR SESSION JANUARY 20, 2026

(SEAL)

JACK MARIANO, CHAIRMAN
APPROVED ON JANUARY 20, 2026

ATTEST:

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

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

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CO26-0132 **DATE:** 1/20/2026

SUBJECT: Board of County Commissioners Regular Meeting/Rezoning November 12, 2024 – 10 A.M.

AGENDA SECTION: Consent Agenda

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. BCC 11-12-2024 - APPROVAL

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

ANNOTATED MINUTES

NOVEMBER 12, 2024

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

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

10:00 A.M.

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

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

Call To Order

Chairman Oakley called the meeting to order at 10:03 a.m.

Chairman Oakley recognized a member of the Public Works team who had passed away, noted the thoughts and prayers for his family, and requested a moment of silence.

Invocation
Pledge of Allegiance

Ms. Gay gave the Invocation and led the Pledge of Allegiance to the Flag.

Roll Call

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

Public Comment

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

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

Ms. Missy Coyle, Alliance for Healthy Communities, introduced Mr. Justin McPadden, The Hope Shot, and thanked the Board for their assistance during the hurricanes, their help in opening a resource center, and their resources and partnership to help the public.

Mr. McPadden spoke regarding the trying month for Pasco County. He thanked the Board for their dedication to the County and their quick action on the experience.

Ms. Nancy Hazelwood thanked the Board for their attention to the flooding. She spoke regarding Commissioner Mariano being on top of issues, whether representatives on the SWFWMD Board could update rules and regulations, Agenda item C17, why the test site was not put in Central Pasco instead of near Hernando, the cost of the test site, whether there would be development within the Northeast Rural Area, the lack of notification on the plan, Tampa Bay Water's community meeting after the potential approval of the item, and the request to put the item on hold until more of the community was notified.

Chairman Oakley directed Ms. Hazelwood to see Mr. David Allen, Utilities Director, regarding her concerns.

Ms. Christine Hankerson spoke regarding an article on enforcement cameras in speed zones, Commissioner Starkey's comments on the issue at a previous meeting, examples of speeding, her conversation with a Pasco Sheriff Deputy on speeding, the lack of funds to patrol during school zone times, Commissioner Mariano's comments in the article, children hit within school zones, and her concerns for a potential tragic accident.

Ms. Tara Castro spoke regarding the location of her home, her concerns with the building and infrastructure, Quail Hollow Schools, the removal of police that detoured traffic, traffic issues, the lack of sidewalks for kids to walk to school, speeding issues, flooding concerns, road flooding issues, building on Old Pasco Road, and the request to stop building towards Cypress Creek and to push for Army Core Engineers to fix the damage caused by builders.

Mr. Michael T. Houston spoke regarding flooding in his park, the subdivisions built around him, the address of the community he lived in, an overview of Timber Lake Estates, retention ponds, his taxes, the storm and potential storms, concerns with building and water, his concern that homes were being built higher than his, whether SWFWMD took care of the ditches, culvert installation, his experience viewing the three properties after the storm and flooding, and the changing of his residency.

Resolutions

Commissioners Items - Chairman Oakley

RS1 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Recognizing Pasco County Fire Rescue For Its Fifty Years Of Outstanding Service To The Citizens Of Pasco County
File Number CAO25-5104
Comm. Dist. All
Recommendation Approve

Ms. Gay read the Resolution into the record,

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

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

Commissioners Items - Commissioner Starkey

RS2 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Declaring The Month Of November As National Hospice And Palliative Care Month And Commending Gulfside Healthcare Services For Its Outstanding Service And Dedication To The Citizens Of Pasco County
File Number CAO25-5109
Comm. Dist. All
Recommendation Approve

Ms. Gay read the Resolution into the record.

Ms. Heather Rodriguez, Public Relations Director for Gulfside Healthcare Services, and Ms. Juliana Giraldo, Public Relations Assistant for Gulfside Healthcare Services, spoke regarding that they were there on the behalf of Ms. Linda Ward, President and CEO of Gulfside Healthcare Services, and that Ms. Ward was regretful she could not be at the meeting.

Discussion was held regarding Ms. Ward's absence; the importance of the services provided; Commissioner Starkey's experience with hospice and that it was her honor to sponsor the Resolution; the great work of the organization; that Ms. Ward was a great spearhead when she joined the organization; appreciation for their hard work; the special calling of the job; the essential part of the community; the blessing of hospice in times of need; Chairman Oakley's experience with hospice; the opening of the new building; and the pride in serving Pasco County for over 30 years.

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

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

Commissioners Items - Commissioner Yeager

RS3 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Honoring Anita Wildey For Her 100th Birthday
File Number CAO25-5106
Comm. Dist. All
Recommendation Approve

Ms. Gay read the Resolution into the record.

Mr. David Wildey introduced his mother, Ms. Anita Wildey, and the others present and spoke regarding her residency in Pasco County, when she had turned 100 years old, owning a restaurant in Dade City, the location of the restaurant, his wife's teaching history, his son's teacher, their friend that helped them set up everything, appreciation to the Commissioners, and their family's history in Pasco County.

Discussion was held regarding congratulating Ms. Wildey and wishing her a happy birthday; how wonderful she looked; the change in costs from past to present; the great milestone of the occasion; celebrations with family; the age of Commissioner Yeager's great-grandfather; the blessings for many years to go; the age of Commissioner Mariano's grandmother and other relatives; the family around her; the secret to her age; that Ms. Wildey had seen all of the changes in the world; and that those changes happened quicker now.

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

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

RS4 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Recognizing The Tenth Anniversary Of The Pasco County Commission On Human Trafficking
File Number CAO25-5101
Comm. Dist. All
Recommendation Approve

Ms. Gay read the Resolution into the record.

Ms. Liana Dean, Team Lead for Baycare and Chair of the Commission on Human Trafficking, spoke regarding appreciation to the Board for the acknowledgement and their support, human trafficking being a human issue, that it took people to effect change, her privilege to be standing with the group, the Commission's efforts, vulnerable populations, her experience working with children trafficked, community protection, unique human trafficking challenges, a request for continued support, a special thanks for their Survivor Representative and Vice-Chair, Ms. Laura Henderson, for her guidance to the Commission, and noted how phenomenal County Staff had been.

Mr. Brian Hoben, Director of Community Services, spoke during the discussion.

Discussion was held regarding the phenomenal impact in the community; appreciation to the Board of County Commissioners for their support, to the Advisory Board for all of their work over the past ten years, to the County Attorney's Office for their work and help, and to Ms. Tracy Toner, Manager for Misdemeanor Probation, for her liaison work; their congratulations and appreciation for their hard work; Commissioner Yeager's inquiries about openings and her excitement to be on the Board; the amazingness of the Commission; their great progress and their enthusiasm at the workshop in Dade City; their well-known reputation; being first in so many things; the different kinds of human trafficking; the need to be mindful and aware; the Commission being copied around the state; how proud they should be for setting the standard; that there was no

place for exploitation of people for profit; the Board's support; Chairman Oakley's experience on the Human Trafficking Board; that there was a lot of work still ahead of them; and Commissioner Bradford's membership on the Board.

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

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

Consent

COMMISSIONER STARKEY MOVED approval of the Consent Agenda with the exception of Agenda items C10, C11, C15, C17, C30, C31, C36, C46, C47, C49, and C51 which had been pulled for discussion or revision; **COMMISSIONER MARIANO SECONDED.**

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

Development Services - Planning and Economic Growth

C10 First Amendments to Professional Service Agreements – Various Vendors – General Planning Consulting Services – No Funding Required
File Number PDE25-0024
Comm. Dist. All
Recommendation Approve

Mr. David Engel, Director of Planning, Development and Economic Growth, spoke regarding a scrivener's error in the first paragraph of the Background Summary in the Agenda Memo and the revision to delete of RSQ for RFP in order to identify the actual matter.

COMMISSIONER MARIANO MOVED approval of Staff's recommendation with the revision to the first paragraph in the background summary of the Agenda Memo that would delete RSQ and replace it with RFP to identify the actual matter; **COMMISSIONER STARKEY SECONDED.**

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

C11 Update to Pasco County Fee Schedule for Planning, Development and Economic Growth, Natural Resources, GIS, Survey, Real Property & Planning, Engineering Inspections, Central Permitting, and Traffic Operations - No Funding Required
File Number PDE25-0044
Comm. Dist. All
Recommendation Approve

Ms. Gay spoke regarding a request for the item to be pulled contingent upon on Clerk's review, that the originals were not provided to the Clerk's Office in a timely manner, and that the Board Records full review process could not be completed.

COMMISSIONER MARIANO MOVED approval of Staff's recommendation contingent on Clerk review; **COMMISSIONER WEIGHTMAN SECONDED.**

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

Internal Services - Facilities Management

C15 Resolution Cancelling Taxes – Willow Brook Drive, Hudson – Willow Brook Road Closure - No Funding Required
File Number FAC25-0035
Comm. Dist. 5
Recommendation Approve

Ms. Gay spoke regarding a request for the item to be pulled contingent upon on Clerk's review, that the originals were not provided to the Clerk's Office in a timely manner, and that the Board Records full review process could not be completed.

COMMISSIONER STARKEY MOVED approval of Staff's recommendation contingent on Clerk review; **COMMISSIONER MARIANO SECONDED.**

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

C17 Temporary Construction Easement – Tampa Bay Water – Eastern Pasco Wellfield Feasibility Study – No Funding Required
File Number FAC25-0044
Comm. Dist. 1
Recommendation Approve

Mr. David Allen, Director of Utilities, spoke during the discussion.

Discussion was held regarding Ms. Nancy Hazelwood's comments; that there was a bunch of information out there; the suggestion to reach out to the public to do a public meeting before moving forward; who the Tampa Bay Water representatives were; the intention of the item; Tampa Bay Water's request for the item; the location of the item; the test well for water quality and water pumping data; that it was one of many different Regional Supply projects being considered for the Implementation for the Regional Water Supply System in 2032; the investigative phase of the process; whether it was a part of the County's 300 acres; the public meeting on the easement; the recommendation of project viability for when public engagement could happen; additional water projects; the suggestion to delay the item so Tampa Bay Water could be present; the motion of the item; the coordination with Tampa Bay Water; and the suggestion to come back to the item in the afternoon after reaching out to them.

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

Mr. Allen spoke regarding Tampa Bay Water's agreement to come to the December 10, 2024 Board meeting, the presentation on an overview of their Developmental Alternatives Project, how the property would fit into a larger picture, their study, the request for a public information workshop before the next meeting, and the recommendation to continue to the December 10, 2024 Board of County Commissioners meeting.

Discussion was held on who would attend the meeting from Tampa Bay Water; that the item would be an Regular Item; that the item was a big picture for future water; and the priority list of water.

COMMISSIONER MARIANO MOVED approval to continue to the December 10, 2024 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER WEIGHTMAN SECONDED.**

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

Public Infrastructure - Transportation Engineering

C30 Recording of Plat with a Performance Guarantee – Len-Angeline, LLC – Angeline Phase 2A (185 Lots on 157.295 Acres, East of the Suncoast Parkway, South of State Road 52) – No Funding Required
File Number TED25-0003
Comm. Dist. 4
Recommendation Approve

Mr. Alex Parnes, County Surveyor, spoke regarding the error between the electronic document uploaded and the paper document for the bond and that the bond had since been fixed and delivered.

COMMISSIONER WEIGHTMAN MOVED approval of Staff's recommendation with the noted revision of an error between the electronic document uploaded and the paper document for the bond; **COMMISSIONER STARKEY SECONDED.**

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

C31 Recording of Plat with a Performance Guarantee – SR 54 Land Associates, LLC, 2021 Asturia Odessa Parcel 2, LLC, Novelle Suncoast Realty, LLC, BC Odessa, LLC, Quattro Odessa, LLC, Asturia West Commercial Property Owners Association, Inc., and Fred Lawson Asturia, LLC – Asturia Phase 7 (5 Commercial Lots on 9.376 Acres in the Northwest Quadrant of State Road 54 and Asturian Parkway) – No Funding Required

File Number TED25-0004
Comm. Dist. 3
Recommendation Approve

Mr. Alex Parnes, County Surveyor, spoke regarding new language on the Agenda Memo, that they did not include two Riders on the Bond, that the Memo said one when there should be two, and that it had since been corrected and delivered.

COMMISSIONER WEIGHTMAN MOVED approval of Staff's recommendation with the revision on the Agenda Memo to include information on two Riders on the Bond instead of one; **COMMISSIONER STARKEY SECONDED.**

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

Public Infrastructure - Utilities

C36 First Amendment to Agreement and Additional Purchase Authority – U.S. Water Services Corporation and Rowland (DE), LLC – As Needed Valve Change-Out and Hydrant Installation Services – $200,000.00
File Number UTOM25-0009
Comm. Dist. All
Recommendation Approve

Ms. Gay spoke regarding a request for the item to be pulled contingent upon on Clerk's review, that the originals were not provided to the Clerk's Office in a timely manner, and that the Board Records full review process could not be completed.

COMMISSIONER STARKEY MOVED approval of Staff's recommendation contingent on Clerk review; **COMMISSIONER WEIGHTMAN SECONDED.**

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

Public Services - Parks, Recreation and Natural Resources

C46 Agreement and Award of Bid No. IFB-KF-24-092 – Gulf American Construction & Development Corporation – Replacement of Floating Docks and Gangways at Robert J. Strickland Memorial Park – $291,438.83
File Number PRN25-0001
Comm. Dist. 5
Recommendation Approve

Mr. Keith Wiley, Director of Parks, Recreation and Natural Resources, spoke regarding a revision to update to the Fiscal Year on the Agenda Memo to reflect 2025.

COMMISSIONER MARIANO MOVED approval of Staff's recommendation with the noted revision to the Agenda Memo to update the Fiscal Year to reflect 2025; **COMMISSIONER WEIGHTMAN SECONDED.**

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

C47 Exempt Purchase – Musco Sports Lighting, LLC – Musco Light Structure System at Oakridge Ball Fields – $490,697.00
File Number PRN25-0003
Comm. Dist. 3
Recommendation Approve

Ms. Gay spoke regarding a request for the item to be pulled contingent upon on Clerk's review, that the originals were not provided to the Clerk's Office in a timely manner, and that the Board Records full review process could not be completed.

COMMISSIONER STARKEY MOVED approval of Staff's recommendation contingent on Clerk review; **COMMISSIONER WEIGHTMAN SECONDED.**

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

C49 Park Security Agreement – Kimberly Nicely – 24-Hour Security at Land O' Lakes Heritage Park – No Funding Required
File Number PRN25-0014
Comm. Dist. 4
Recommendation Approve

Ms. Gay spoke regarding a request for the item to be pulled contingent upon on Clerk's review, that the originals were not provided to the Clerk's Office in a timely manner, and that the Board Records full review process could not be completed.

COMMISSIONER MARIANO MOVED approval of Staff's recommendation contingent on Clerk review; **COMMISSIONER WEIGHTMAN SECONDED.**

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

Public Services - Support Services

C51 Funding Agreement – BayCare Behavioral Health, Inc. – Mental Health and Human Development Services for Indigent Residents of Pasco County – $3,663,444.00
File Number SPS25-0003
Comm. Dist. All
Recommendation Approve

Discussion was held regarding the State mandate; that it was a long-term contract; and the request for a history or presentation.

COMMISSIONER MARIANO MOVED approval of Staff's recommendation with the noted request for a presentation on the item; **COMMISSIONER STARKEY SECONDED.**

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

Regular

Development Services - Planning and Development

R52 Ernst and Young Economic Development Strategies Presentation
File Number PDE25-0021
Comm. Dist. All
Recommendation Presentation Only

Mr. David Engel, Director of Planning, Development and Economic Growth, spoke regarding Ernst & Young and their experience, when they were retained, the independent evaluation of Economic Development and Growth programming, engagements with the EDC and their stakeholders, and the recommendation of the study.

Ms. Geri Lopez, Manager for Economic Development Advisory Services with Ernst & Young, used a PowerPoint presentation to review the item and spoke regarding her excitement to be there, working with County Staff and stakeholders, that the County was on the leading edge when thinking about Economic Development, Pasco's strong economic position, the effective use of programs, significant investments in attracting industries and development, positive returns on investments, benefits to a pro-business climate, rapid growth challenges, the outlined strategy for a prosperous future, and analysis and studies to access current economic conditions.

Discussion was held regarding concerns with breaking up Ready Sites; how Ready Sites could be used; landowner credit; the importance of Ready Sites; the recommendation; industrial sites; whether developers asked if smaller portions were available; small industrial users; the need for the small sites; the examples in the report; the metrics on the last chart; whether the County should buy the property; what the County's equivalent to a CRA would be; redevelopment of small parcel areas; what other areas around the country used to secure properties; an example of land the County could have bought; tax-increment financing; appreciation for the presentation;

the passion for the workforce; a future workshop on the item; partnerships with the schools; whether infrastructure was needed to be put in place around sites instead of owning them; working together with all parties around the County; a balanced look at Pasco County; residential and businesses brought into Pasco County; and an opportunity to build jobs for commuters and people who work and live in Pasco.

The item was for information only.

Public Infrastructure - Fiscal and Business Administration

R53 Series Resolution of the Board of County Commissioners of Pasco County, Florida, Supplementing Resolution No. 20-221; Authorizing the Issuance of Not to Exceed $90,000,000.00 Aggregate Principal Amount of Water and Sewer Refunding Revenue Bonds, Series 2024, in One or More Series, of the County to Finance the Cost of the Current Refunding of All or a Portion of the Water and Sewer Refunding Revenue Bonds, Series 2014A and Water and Sewer Improvement Revenue Bonds, Series 2014B, Appointing the Bond Registrar and Paying Agent and Approving the Form of and Authorizing the Execution and Delivery of a Paying Agent and Bond Registrar Agreement; Appointing an Escrow Holder and Approving the Form of and Authorizing the Execution and Delivery of an Escrow Deposit Agreement; Making Certain Covenants and Agreements in Connection Therewith; Providing for Severability; and Providing for an Effective Date. Authorizing Certain Officials of the County to Execute Any Document or to Take Any Actions Required to Offer the Bonds at Negotiated Sale and in Connection with the Issuance of Said Bonds; Award of Bid No. RFQP-LK-25-010 – BofA Securities, Inc., As Primary, and Raymond James & Associates, Inc. as Co-Manager, for Banking/Underwriting Services – Water and Sewer Revenue Refunding Bonds, Series 2024 – in the Total Not to Exceed Amount of $90,000,000.00 – No Funding Required

File Number PIFBA25-0077
Comm. Dist. All
Recommendation Approve

Mr. Justin Grant, Director of Public Infrastructure Fiscal and Business Administration, used a PowerPoint presentation to review the item and spoke regarding the moving market, that major things had happened within the Country, the moving around of treasury yields, and the bond.

Mr. Brent Wilder, PFM Financial Advisors, spoke regarding the prediction of rates, that the Fed was at a 25% basis point reduction, that the term was done, the market rates post-election, and the pre-election analysis versus the numbers being run today.

Discussion was held regarding whether Fed rates would drop further; if they were better off waiting; the expectation of stable rates; that the Fed impacted overnight rates; that market determination was separate from the Fed; the rates four years ago; the trending down of rates; the different presidential philosophies on rates; the continued pay of the locked in interest rates if there was no refinancing; the benefits of refinancing; whether they could go back in a few years and refinance again; the ten year call protection period for investors; that the call date had passed; the lack of savings; the large debt portfolio; savings on substantially lower rates a few years from now; and the recommendation to move forward.

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

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

Public Services - Support Services

R54 Approval of the Opioid Treatment, Prevention, and Recovery Fund Awardees - Pasco County Opioid Task Force - Year 2 Project Funding Recommendations - $5,757,005.45
File Number SPS25-0001
Comm. Dist. All
Recommendation Approve

Ms. Cathy Pearson, Assistant County Administrator for Public Services, used a PowerPoint presentation to review the item.

Mr. J.J. Murphy, Assistant County Administrator for Public Safety, and Chief Chase Daniels, Undersheriff of Community Outreach Operations for the Pasco County Sherrif's Office, spoke during the discussion

Discussion was held regarding the meetings with Ms. Pearson; the modification to offset the budget for taxpayers; whether Fire Rescue and the Sheriff's Department were satisfied with what they were receiving; the collaboration between Staff; the roll out of impactful programs; the support for Sheriff and Fire Rescue with a wellness facility; that a Sheriff Officer who responded during the storm was still in the hospital; the dangers for first responders during a storm; appreciation for the Board's support; the big deal for members; the excitement to strengthen the partnership with Fire Rescue; the request to narrow down funding for next year; to maximize taxpayer funds; the appreciation for non-profits; whether the funds were reoccurring; that there was no guarantee; future funding; to not stray too far away from the purpose of the funds; an example of a person breaking into someone's home; the work on community; the Baycare discussion; to keep people out of jail; and the request for Staff to get better matching funds from the state.

COMMISSIONER STARKEY MOVED approval of Staff's recommendation including the revision stated by Ms. Cathy Pearson, Assistant County Administrator for Public Services, "the revised Opioid Treatment, Prevention, and Recovery Fund proposed project awardees, as recommended by the Opioid Task Force with the revision. Delegate full authority to the County Administrator to execute the project-specific agreements in substantially similar form, with review and approval from the County Attorney's Office, on behalf of the Board of County Commissioners. Additionally, delegate full authority to the County Administrator to act on behalf of the BCC for any purpose described in the approved subrecipient agreements, including, but not limited to the authority to provide any necessary notices, to exercise the right to terminate the agreements, to extend the agreements for twelve months, if necessary, and to execute any and all documents deemed necessary by the Department of Children and Families related to the project specific agreements for the use of the opioid settlement funds."; **COMMISSIONER MARIANO SECONDED.**

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

Public Safety - Fire Rescue

R55 Exempt Purchase - Mental Health Screenings with Ongoing Treatment for Pasco County First Responders - Tampa Bay Psychology Associates, LLC - $500,000.00

File Number PSA25-1000
Comm. Dist. All
Recommendation Approve

Mr. J.J. Murphy, Assistant County Administrator for Public Safety, spoke regarding the contract with Tampa Bay Psychology, the history of the contract, what it provided, the office locations, the current EAP services, and the services for this program.

Discussion was held regarding whether 911 operators were included in the program.

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

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

Public Safety - Public Safety Administration

R56 (11:45 A.M. Time Certain) Confirmation of Fire Chief – Ryan Guynn – Annual Salary of $175,000.00
File Number PSA25-1001
Comm. Dist. All
Recommendation Approve

Mr. J.J. Murphy, Assistant County Administrator for Public Safety, spoke regarding Mr. John Michael, President of the Fire Union, that it would be his last meeting, his fight for the people of the fire department, the consideration of Chief Ryan Guynn for Fire Chief of Pasco County, Chief Guynn's work history, experience, qualifications, leadership in response to two hurricanes, and the trust and respect of the fire team during those trying times, and those in attendance to support him.

Mr. John Michael, President of the Fire Union, spoke regarding the honor to represent Pasco firefighters before the Board, the bittersweetness of the day, his term expiration, why he chose not to seek re-election, his work for the past 12 years, accomplishments for firefighters during that time, areas where Pasco Fire lead, the confirmation of Chief Ryan Guynn, and reasons to confirm Chief Guynn.

Interim Fire Chief Ryan Guynn, Fire and Rescue, spoke regarding his appreciation to everyone, his support for firefighters, that they were Florida's premiere fire department, the national recognition, the commitment of those in the department towards their jobs, that he was honored to be at the front of the department, the push to move forward, and that he was blessed for the opportunity.

Discussion was held regarding appreciation to Chief Guynn and encouragement of his confirmation; conversations for a Fire Chief internal hire; Chief Guynn's career path and his leadership; the Board's appreciation and congratulations for Fire Chief Guynn and his career path from the bottom to the top; the opportunity to lead; future generations living in Pasco County; the confidence in him to lead future firefighters and Pasco Fire; accolades the department received; the big job of the fire department; looking forward to working with him again; that he stepped in during two hurricanes; everyone's great job during the storm; his family history with firefighting; that his career path showed the potential for growth within the industry; the rescues during the storm; his residency in District 1; the largeness of District 1; the firefighter brotherhood; and the firefighters working for the citizens of Pasco County.

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

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

Miscellaneous Business - District One - Commissioner Oakley

- Chairman Oakley displayed pictures and spoke regarding visiting Pasco Hope, that he saw homes put in, a concerned call on the project regarding the homeless, that the homeless were homeless despite how a home was lost, that people went to these places to receive help, and that it was a good project and good for the County.

- He displayed pictures and spoke regarding a City Police Jack-O-Lantern event, recognition for the Chief of Police's painted pumpkin, and that it was a good event.

- He displayed pictures and spoke regarding speaking at Angeline, a ride in a hot air ballon, a meeting with a resident and her joy of living in Angeline, and that it was good for the new school and potential students for Pasco.

- He spoke regarding speaking to Doctors of Business Administration at St. Leo University, that it was an interesting and enjoyable event, and that he enjoyed seeing how the doctors earned their degrees.

- He noted he believed the Country was moving in the right direction, which meant that County was moving in the right direction. He spoke regarding that work still needed to be done to help citizens, the awareness of when the right time to get the work done was, his thanks towards the team and Staff, and that they would do their jobs to give help and support to make the right decision for citizens.

Miscellaneous Business - District Two - Commissioner Weightman

- Commissioner Weightman spoke regarding a groundbreaking at the new Advent Health ER at 54 and Meadow Pointe, a signing, and the opening date. He expressed his congratulations to the Advent team for Wesley Chapel and Zephyrhills, noted the nice public health infrastructure, and that he was glad to be a part of it.

Miscellaneous Business - District Three - Commissioner Starkey

- Commissioner Starkey expressed her enjoyment at the Veteran's lunch and the wonderful event. She asked where the veteran's list came from.

  Discussion was held regarding the veteran's membership; canvas of members; people who may want to be considered; and member submissions.

- She spoke regarding speaking at the Country Place Veterans Event, that it was nice to be invited, and that she was the keynote speaker. She noted the County's

number of veterans per capital in the state, that she thought they were higher, and the stats as of 2022 for World War II veterans in Pasco County.

Discussion was held regarding veterans at the lunch in.

- She spoke regarding the need to appointment Ms. Kelly Hackman to the Tourist Development Council.

  COMMISSIONER WEIGHTMAN MOVED approval to appoint Ms. Kelly Hackman to the Tourist Development Council; **COMMISSIONER MARIANO SECONDED.**

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

- She spoke regarding burying powerlines and communities within the state that required buried powerlines.

  Discussion was held with pictures displayed regarding regulations for Manatee and Pasco County; transmission lines above and underground around a subdivision; the issues with above ground powerlines; the request for stronger regulations for powerlines to go underground; powerline damage and outages; the potential increase in rates; and that other communities were looking into going underground.

- She spoke regarding Metro solar powered streetlights, the cost, the street light versions, that they did not require electricity, whether those lights could be put at school bus stops, kids in the dark at bus stops, and that it was the County's responsibility.

- She spoke regarding the lack of streetlights on roads and asked what the street road lighting program was.

  Discussion was held regarding lighting requirements within the Capital Program; that Trouble Creek was on the list; a presentation to the Board on the list; that Penny funds were allocated towards roadway safety and improvements; whether lights were built into the cost of building a road; and lack of lighting in East Pasco.

  Mr. Nick Uhren, Engineering Services Director and County Engineer, spoke regarding a policy to prioritize the construction of new streetlights, the look into the solar powered and electric options, the identification on the scoring of corridors for installation and projects for consideration as a part of the Capital Program, and that steps were being taken to nail down the information.

  Commissioner Starkey spoke regarding Lake Blanche Drive and streetlights.

- She spoke regarding damaged docks, requested what the process for dock permits were, her experience building her dock and getting a Code Enforcement permit, the new requirements with Building Construction permits and Engineering, and the assumption that people would now need to get re-engineered docks.

  Mr. JP Murphy, Interim Assistant County Administrator for Development Services, spoke regarding that the 49% rule did not apply to accessory structures and docks and that people would get a repair or alterations permit for docks.

  Discussion followed regarding the permit process and communication of that process; that specific details on the process would be provided; the assumption that pre-engineered docks could be prepared; that docks were non-conforming structures and would fall under non-conformity rules; that docks would go back through the regular permitting process; clarification that the regular permitting process was an engineered dock permit; how permitting slipped through the Florida Building Code rules before; and that it would be a surprise to some.

- She spoke regarding her office working on a Farm Share event, that 30 people needed to be signed up, her hope that it would be the Commissioners and their Staff, and that an email would be sent out.

  Discussion was held regarding whether there was any communication between the County and the School District on bus stops and lighting; that it was on a case-by-case basis; that the solar power lights might work; and that it would be looked into.

- She spoke regarding her meeting on the Joint Use Agreement between the K-8 at Starkey and the Cultural Center, the resolution to locking the parking lot too early, meeting room access, use of the gym, parents dropping their kids off in the park to get to school, construction on the multi-use fields, parent calls due to blocking off the back part of the park, permission for the school drop off line, and whether the gates could be opened.

- Later in the meeting, she spoke regarding that County Staff and Administration wanted to be in on the Farm Share and that it was a joint effort. She asked if there was a date.

  Ms. Joanna Chesire, Chief of Staff for County Administration, spoke during the discussion.

  Discussion was held that a date had not been set, but was being worked on; the excitement towards the event; and that they were looking at early next year.

Miscellaneous Business - District Four - Commissioner Yeager

- Commissioner Yeager displayed pictures and spoke regarding a ribbon cutting at Angeline Country Day School and the experience of riding in a hot air balloon.

  Discussion was held regarding riding the hot air balloon and missing the ride due to a traffic accident.

Miscellaneous Business - District Five - Commissioner Mariano

- Commissioner Mariano displayed pictures and spoke regarding the annual veteran's dinner at the Seven Springs Rotary Club, the World War veterans in attendance, and the experience of singing happy birthday to a veteran.

- He spoke regarding the Rotary 6950 Disaster Relief Team and his experience with the program cleaning out and repairing a lady's flooded home.

  Discussion was held regarding whether the event was on Veterans' Day.

- He spoke regarding that Florida Senator Rick Scott, United States Senator, was up for the Senate Majority Leader, a letter of rejection for Senator John Cornyn, Texas United States Senator, as the possible Majority Leader, his conversation with Senator Scott, an overview of the letter of support, and the request to send a letter of support from the Commissioners for Senator Scott for the Senator Majority Leader.

  COMMISSIONER MARIANO MOVED to send a signed letter of support from Chairman Oakley for Senator Rick Scott for the Senate Majority Leader to the appropriate people; **COMMISSIONER STARKEY SECONDED.**

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

- He spoke regarding issues with FEMA's 49% rule, property appraisals in Senate Manor to potentially help property's reach over the 49%, that Signal Cove may do the same, a list of neighborhoods that were in better shape, the request to provide a presence and information for people, and a meeting held at Senate Manor.

  Mr. JP Murphy, Interim Assistant County Administrator for Development Services, spoke during the discussion.

  Extensive discussion was held regarding the informational meeting at Gulf Harbors put on by Mr. Murphy and the Building Department; Mr. Muphy's great work at his job; the process for assessing and reviewing effected areas; the

effects of not being permitted; waiving permit fees incentivizes; increased permitting time; locations to get a permit; the work with people in individual neighborhoods; lack of Staff; to potentially work with the Facilities Department for a Substantial Damage Center; to work hands-on with individuals; the goal to get the process right the first time and to get more Staff on the phones to provide information; the Senate Manor meeting and appraisal process; the importance of providing details for a quick review time; the great job of the team post hurricanes; the number of people working from Title Basin; the number of permits and inspections a day; substantial evaluation process; when letters for substantial damage would go out; the additional Staff brought in for support outside the evaluation work; the website to view pulled permits; whether there was a correlation between permits pulled in the last calendar year and the 49%; the cumulative 49%; the permit timeframes; the closing of permits; the effects of recent improvements; reviews; the effects and process of not pulling a permit; a knocked down house in Gulf Harbors; and the demolition of homes for elevation preparation.

- He spoke regarding the campaign run, the hard work of the Commissioners, that it was the best Board he'd ever worked with, and that he was proud the Board got re-elected.

Miscellaneous Business - County Administrator

- Mr. Carballa spoke regarding the moment of silence for the passing of Mr. Matthew Sizemore, Labor Supervisor III in the Public Works Department. He spoke regarding Mr. Sizemore's work history and that he was a dedicated member of the team.

- He spoke regarding a received grant for unsignalized crosswalks for the County.

  Discussion was held regarding the number of sidewalks; how many sidewalks would be funded; and what the prioritization would be.

  Mr. Nick Uhren, Engineering Services Director and County Engineer, spoke regarding that 85 sidewalks would be funded for, the look at higher speed roadways, to provide visibility for pedestrians at crossing locations, and the excitement that the item had come into fruition.

  Discussion followed regarding the published road paving list and where it could be found; Sunray complaints; and that County Road 41 looked good due to it currently being paved.

- He spoke regarding a request for Mosquito Control to allow the Department of Agriculture to spray in the San Antonio area for adult mosquitoes, that it was a great way to take advantage of State resources, and the request for a motion.

COMMISSION STARKEY MOVED approval to authorize Chairman Oakley to sign a letter to the Department of Agriculture requesting adulticide treatment in the East San Antonio area for mosquitoes; **COMMISSIONER WEIGHTMAN SECONDED.**

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

Ms. Joanna Chesire, Chief of Staff for County Administration, spoke during the discussion.

Discussion was held regarding why just that location; who was doing the work; clarification on which letters were signed; language additions to create the letter; whether they were still spraying in Moon Lake; questions on the description in the letter not limiting activity to San Antonio; and the clarification on if the letter was the correct one to be signed.

Miscellaneous Business - County Attorney

- Mr. Steinsnyder spoke regarding an Enforcement action when he worked with Manatee County, that FEMA came in, the enclosure of lower levels within a community, that the County almost lost flood insurance and was put on probation, that the County was held accountable for unpermitted work, that FEMA could potentially change, and the need to follow the legal steps the Building Department must do or risk a fight with FEMA while trying to protect the rest of Pasco County residents.

  Commissioner Starkey noted that it could not be messed around with.

Miscellaneous Business - Clerk and Comptroller

- No items.

Miscellaneous Business – Sheriff

- Absent.

THE BOARD RECESSED AT 12:08 P.M. AND RECONVENED AT 1:31 P.M. ALL COMMISSIONERS WERE PRESENT.

Public Hearings

Proposed Ordinances at 1:30 p.m.

P57 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 12) From RES-3 (Residential - 3 Du/Ga) And AG (Agricultural) To PD (Planned Development) On Approximately 100.8 Acres Of Real Property Located At The Southeast Intersection Of US 41 And Leland Avenue And 1.1 Miles North Of S.R. 52; And A Text Amendment Creating Subarea Policy Flu 7.1.72 – Fletcher; And A Map Amendment To The Future Land Use Map 2-9 Adding Subarea Map 2-9(72) Fletcher; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.

File Number PDE25-0024
Comm. Dist. 1
Recommendation Continuance Requested

Ms. Gay noted the proof of publication.

Mr. Patrick Dutter, Planning, Development and Economic Growth, read the item into the record and spoke regarding the continuance request.

COMMISSIONER MARIANO MOVED approval to continue to the January 28, 2025 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER WEIGHTMAN SECONDED.**

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

P58 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Section 604 Northeast Pasco Rural Protection Overlay District; Figure 604-1 Northeast Pasco Rural Protection Overlay District Boundary; Figure 604-2 Northeast Pasco Rural Scenic Roadways; Figure 604-4 Limits To Topographic Alterations; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer, Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PDE25-0020
Comm. Dist. All
Recommendation Continuance Requested

Ms. Gay noted the proof of publication.

Mr. Patrick Dutter, Planning, Development and Economic Growth, read the item into the record and spoke regarding the continuance request, that the item was effected by the cancellation of the October 8, 2024 Board of County Commissioners meeting, and that P62 on the Agenda was the first reading of the item.

Discussion was held regarding whether the item should be held in Dade City; the update to the Land Development Code to match a Comprehensive Plan; and that the first reading of the Planning Amendment was happening in Dade City at this meeting.

COMMISSIONER MARIANO MOVED approval to continue to the December 10, 2024 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER STARKEY SECONDED.**

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

P59 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Section 204.1.A Planning Commission; Section 304.2.D Public Notice; Section 305.2.B Neighborhood Meeting Coordination And Notice; Section 307 Continuance Procedures; Section 310 Performance Security; Section 311 Defect Security; Section 403.5 Construction Plans; Section 406.1.6.B.1 And 3 Temporary Signs; Section 406.1.9.A Additional Standards For Permanent Signs In Residential Districts; Section 406.1.10.B, C, And E Additional Standards For Signs In Nonresidential Districts, Ground Signs, Wall Signs, And Regulations For Marquee, Canopy, And Awning Signs; Section 1003.1 Gates, Fences, And Walls, General Requirements; Section 1003.4 Gates, Fences, And Walls, Non-Residential Requirements; Section 1203.4 Nonconforming Signs; Section 1302.1.D Uniform Procedures And Provisions, Reduction Of Mobility Fees And Waivers Of School Impact Fees; Appendix A Definitions; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PDE25-0003
Comm. Dist. All
Recommendation Approve

Ms. Gay noted the proof of publication.

Mr. Patrick Dutter, Planning, Development and Economic Growth, read the item into the record.

Ms. Macaire King, representative for Benderson 81 Trust and 95 FLRPT LLC, spoke regarding her appreciation to the Board for the Amendments and Staff for their hard work, and a request for approval.

Mr. David Engel, Director of Planning, Development and Economic Growth, and Ms. Denise Hernandez, Code Compliance Department, spoke during the discussion.

Discussion was held regarding the documents displayed; changing the time frame for temporary political campaign signs; whether it was for political signs; signs posted before qualification instead of at qualification; language pertaining to the removal of signs; that the Code dealt with all temporary signs not just political ones; and the lack of enforcement; the new Ordinance Development team; a language that had been changed to “upon qualification”; the stricken area being the current Code; why one sign did not make sense; the proposed Code; that all signs had to be treated the same; a potential statement for time at qualification; a larger timeframe before an election over qualification; to not have content-based Code provision; the creation of an amnesty period for other temporary signs besides political ones; the potential to increase the period of time to 60 or 90 days; that all temporary signs were treated the same; the timeframe from a primary to an election; and the language changes to the item.

COMMISSIONER MARIANO MOVED approval to adopt with the revision that the duration of signs be for 60 days immediately prior to an election and the removal was ten days after the election; **COMMISSIONER YEAGER SECONDED.**

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

P60 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Small-Scale Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 23) From COM (Commercial) To PD (Planned Development) on Approximately 29.01 Acres Of Real Property Located East Of US 301 At The Northeast And Southeast Corner of the Intersection of US 301 (Gall Blvd) And Roanoke River Way; And A Text Amendment Creating Subarea Policy Flu 7.1.77 – 301 East PD; And Map Amendment To The Future Land Use Map 2-9 Adding Subarea Map 2-9(77) 301 East PD; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.

File Number PDE25-0002
Comm. Dist. 1
Recommendation Approve

Ms. Gay noted the proof of publication.

Mr. Patrick Dutter, Planning, Development and Economic Growth, read the item into the record.

There was no public comment.

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

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

P61 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 14) From RES-3 (Residential-3 Du/GA) To RES-1 (Residential-1 DU/GA) On Approximately 41 Acres Of Real Property Located 1.5 Miles North Of The Intersection Of State Road 52 And Bellamy Brothers Boulevard; An Amendment To Maps 2-13, Rural Areas, And 2-21, Market Area V North Market Area Adding The Subject Parcel; An Amendment To Maps 2-18, Market Area II South Market Area, And 2-22 Urban Service Area And Urban Expansion Area Removing The Subject Parcel; Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repeater, Severability, And An Effective Date.

File Number PDE25-0019
Comm. Dist. 1
Recommendation Approve

Ms. Gay noted the proof of publication.

Mr. Patrick Dutter, Planning, Development and Economic Growth, read the item into the record.

There was no public comment.

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

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

P62 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Section 604 Northeast Pasco Rural Protection Overlay District; Figure 604-1 Northeast Pasco Rural Protection Overlay District Boundary; Figure 604-2 Northeast Pasco Rural Scenic Roadways; Figure 604-4 Limits To Topographic Alterations; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer, Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PDE25-0020
Comm. Dist. All
Recommendation No Action Required

Ms. Gay noted the proof of publication.

Mr. Patrick Dutter, Planning, Development and Economic Growth, read the item into the record.

Ms. Nancy Hazelwood requested a short synopsis on the item.

Ms. Amy Tull, Planning, Development and Economic Growth, used a PowerPoint presentation to review the item and spoke regarding that it was a companion to the newly adopted Comprehensive Planning Amendment, that the item would add 41 acres to the Northeastern Rural Area, an overview of the adopted Amendment, and the challenge of the proposal.

Mr. Len Johnson, representative for the applicant, spoke regarding that there was one house on 41 acres and the request was to build an additional house.

Discussion was held regarding clarification that the Planning Amendment was adopted and topographic rules.

No action required as this was the first Public Hearing. The adoption hearing was scheduled for the December 10, 2024 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey

P63 An Ordinance By The Pasco County Board Of County Commissioners Amending Sections 210-36 And 210-37 Of The Pasco County Code Of Ordinances Pertaining To Posting Of Human Trafficking Public Awareness Signs; Providing For Severability; Providing For Inclusion Into The Code Of Ordinances; And An Effective Date.

File Number HS25-0001
Comm. Dist. All
Recommendation Approve

Ms. Gay noted the proof of publication.

Mr. Brian Hoben, Director of Community Services, introduced Ms. Liana Dean, Team Lead for Baycare and Chair of the Commission on Human Trafficking, and read the item into the record.

There was no public comment.

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

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

P64 An Ordinance Amending The Pasco County Code Of Ordinances, Chapter 46, Article II, And Chapter 18, Article III, To Update Those Ordinances Relating To The County Fire Marshal; Clarifying The County Fire Marshal's Role And Responsibilities; Updating The Firesafety Inspection Provisions Of The Code Of Ordinances To Reflect Current State Law And Current County Organization; Providing For New Procedures Relating To The Submittal Of Fire Inspection Reports To The County Fire Marshal; Providing For Other Amendments, As Necessary, For Internal Consistency; Providing For Severability; Providing For Inclusion In The Code And Providing For An Effective Date.

File Number FR25-1079
Comm. Dist. All
Recommendation Approve

Ms. Gay noted the proof of publication.

Fire Marshall Justin Frum, Fire and Rescue, used a PowerPoint presentation to review the item and spoke regarding new software, process improvements, real-time third-party reports in the field, the work with the County Attorney and Staff, and language issues between the Local Ordinance, the State Statute, and the Florida Administrative Code.

There was no public comment.

Discussion was held regarding the requirements and process for routine safety inspections; annual fire extinguisher testing and requirements; whether the third-party certification of an extinguisher could be sent to the County as an inspection; an overview of an inspection beyond extinguishers; Pasco Fire's goal for annual inspections for businesses; whether the State was mandating yearly inspections; an overview of the industry standard for inspections; the benefits of the fee schedule implementation; inspection costs; working with the Fire Marshall to prioritize scheduling for low and high-risk building inspections; concerns with yearly extinguisher inspections; that compliant businesses could be worked into a longer in-between time of inspections; citizen concerns with inspections; that non-permitted additions were a reason for annual

inspections; the ultimate goal of safety; that Fire Marshall Frum was elected Fire Marshall of the year; prioritizing processes; the State's inspection requirement; the standard set by the NFPA; and the recognition from the state for the team's hard work.

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

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

Public Hearings at 1:30 p.m.

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

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

COMMISSIONER MARIANO MOVED approval of the Public Hearing Consent Agenda which included Agenda Items P70, P71, P72, P73, P75, P76, and P77; **COMMISSIONER WEIGHTMAN SECONDED.**

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

P65 Conditional Use (Continuance) – Cynthia M Barthle/Anthemnet, Inc./Verizon Wireless – 195-Foot Above-Ground-Level (AGL) Monopine Wireless Communications Facility (WCF) in an E-R Estate Residential District – North Central Pasco County – At the Northwest Corner of the Intersection of St Joe Road and Mt Zion Road

File Number PDE25-CU03
Comm. Dist. 1
Recommendation Continuance Requested

Ms. Gay noted the proof of publication.

Mr. Patrick Dutter, Planning, Development and Economic Growth, read the item into the record and spoke regarding that the applicant had withdrawn the item.

The item was withdrawn.

P66 Comprehensive Plan Amendment (Continuance) - CPA24(05) Rural Area 4 and Urban Expansion Area Maps to Adjust Boundaries – Providing for a Comprehensive Plan Amendment to the Future Land Use Maps 2-13 Rural Areas and Map 2-22 Urban Service Area; Providing For Additional Text Amendments as Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date

File Number PDE25-0018
Comm. Dist. All
Recommendation Continuance Requested

Ms. Gay noted the proof of publication.

Mr. Patrick Dutter, Planning, Development and Economic Growth, read the item into the record and spoke regarding the continuance request.

COMMISSIONER MARIANO MOVED approval to continue to the January 14, 2025 Board of County Commissioners meeting at 1:30 p.m. in Dade City; **COMMISSIONER WEIGHTMAN SECONDED.**

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

P67 Zoning Amendment (Continuance) - Crossways MPUD - Crossways 301 LLC - Rezoning Request from an A-C Agricultural Zoning District to an MPUD Master Planned Unit Development District to Allow for the Development of Up to 40 Single-Family Detached Dwelling Units and Associated Infrastructure on Approximately 29.5 Acres Located in East Pasco, Directly East of Old Lakeland Highway, 0.2 Miles East and 0.1 Miles North of U.S. Highway 98

File Number PDE25-7683
Comm. Dist. 1
Recommendation Continuance Requested

Ms. Gay noted the proof of publication.

Mr. Patrick Dutter, Planning, Development and Economic Growth, read the item into the record and spoke regarding the continuance request.

COMMISSIONER MARIANO MOVED approval to continue to the January 14, 2025 Board of County Commissioners meeting at 1:30 p.m. in Dade City; **COMMISSIONER WEIGHTMAN SECONDED.**

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

P68 Zoning Amendment (Continuance) – Evans County Line 80 MPUD Master Planned Unit Development – Evans Properties, Inc. – A Rezoning Petition from A-C Agricultural District to an MPUD Master Planned Unit Development to Allow 300 Multi-Family Units, and 1,500,000 Square Feet of Light Industrial Uses on Approximately 80 Acres, Located South of County Line Road North and East of Lake Iola Road

File Number PDE25-7738
Comm. Dist. 1
Recommendation Continuance Requested

Ms. Gay noted the proof of publication.

Mr. Patrick Dutter, Planning, Development and Economic Growth, read the item into the record and spoke regarding the continuance request.

COMMISSIONER MARIANO MOVED approval to continue to the February 11, 2025 Board of County Commissioners meeting at 1:30 p.m. in Dade City; **COMMISSIONER WEIGHTMAN SECONDED.**

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

P69 Zoning Amendment (Continuance) – Fletcher MPUD – Mary L Fletcher Rev. Trust and Richard D. Fletcher – Rezoning Request from an A-C Agricultural District and an R-1MH Single-Family/Mobile Home District to an MPUD Master Planned Unit Development District to Allow for the Development of 350 Multi-family Apartment Dwelling Units, 160 Townhome Dwelling Units, and 100,000 Square Feet of Commercial and Associated Infrastructure on Approximately 100.6 Acres Located in North Central Pasco

File Number PDE25-7739
Comm. Dist. 1
Recommendation Continuance Requested

Ms. Gay noted the proof of publication.

Mr. Patrick Dutter, Planning, Development and Economic Growth, read the item into the record and spoke regarding the continuance request.

COMMISSIONER MARIANO MOVED approval to continue to the January 28, 2025 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER WEIGHTMAN SECONDED.**

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

P70 Zoning Amendment (Consent) - 301 East MPUD Master Planned Unit Development – 301 East, LLC – Rezoning Request from R-MH Mobile Home District and C-2 General Commercial District to an MPUD Master Planned Unit Development District to Allow for the Development of 200 Townhomes and 36,000 Square Feet of Commercial on Approximately 29.01 Acres Located in the East Market Area

File Number PDE25-7764
Comm. Dist. 1
Recommendation Approval with Conditions

Ms. Gay noted the proof of publication.

Mr. Patrick Dutter, Planning, Development and Economic Growth, read the item into the record.

There was no public comment.

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

P71 Zoning Amendment (Consent) – Northridge MPUD Master Planned Unit Development – Northridge 829, LLC - A Substantial Modification to Increase the Residential Density from 700 Units to 758 Units (Detached and Villas) on Approximately 178.15 Acres - Located South of and Abutting County Line Road North, 1.25 Miles Northwest of the Suncoast Parkway

File Number PDE25-7795
Comm. Dist. 5
Recommendation Approval with Conditions

Ms. Gay noted the proof of publication.

Mr. Patrick Dutter, Planning, Development and Economic Growth, read the item into the record.

There was no public comment.

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

P72 Zoning Amendment (Consent) – 39 & Chancey LLC/39 & Chancey – Change in Zoning from a C-1 Neighborhood Commercial District to a C-2 General Commercial District – Southeast Pasco County – Southwest Corner of the Intersection of Chancey Road and Paul S Buchmann Highway – Containing Approximately 5.03 Acres

File Number PDE25-7814
Comm. Dist. 1
Recommendation Approve

Ms. Gay noted the proof of publication.

Mr. Patrick Dutter, Planning, Development and Economic Growth, read the item into the record and noted the voluntarily agreed upon deed restriction.

There was no public comment.

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

P73 Zoning Amendment (Consent) – 4802 SE 102nd Place LLC/Mitchell Land O' Lakes Boulevard and Gator Lane – Change in Zoning from an A-R Agricultural-Residential District to a C-2 General Commercial District – West Central Pasco County – Southwest Corner of the Intersection of Land O' Lakes Boulevard and Gator Lane – Containing Approximately 2.18 Acres

File Number PDE25-7815
Comm. Dist. 4
Recommendation Approve

Ms. Gay noted the proof of publication.

Mr. Patrick Dutter, Planning, Development and Economic Growth, read the item into the record and spoke regarding the voluntarily agreed upon deed restriction.

There was no public comment.

Discussion was held regarding whether the use was complimentary with its proximity to the school; the deed restriction uses in the site plan; and that C2 had more traffic than C1.

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

P74 Zoning Amendment (Consent) – Old Pasco West MPUD Master Planned Unit Development – Mary Elaine Sharp and Maxine Green – A Rezoning Petition from MPUD Master Planned Unit Development to an MPUD Master Planned Unit Development to Allow 99 Single Family Detached Dwelling Units on Approximately 76.55 Acres, Located South of State Road 52 and West of Old Pasco Road

File Number PDE25-7816
Comm. Dist. 2
Recommendation Approval with Conditions

Ms. Gay noted the proof of publication.

Mr. Patrick Dutter, Planning, Development and Economic Growth, read the item into the record and spoke regarding the ex parte on the item that would be provided to the Clerk's Office.

Mr. William Vermillion, Planning, Development and Economic Growth, used a PowerPoint presentation to review the item.

Ms. Terra Castro spoke regarding concerns whether the Land Development Code was being followed, the jump from infrastructure to storm drainage to flooding, the consistent flooding issues, whether there was a County wide storm management plan, the Planning Development Code language, the consideration of existing homeowners during development approvals, the number of evacuations and rescues during Hurricane Milton, a personal example of a medical emergency, emergency response time in Pasco versus her time in Pheonix, that none of the built communities were flooded out, the request for the Board to not vote for more development until they had received the requested Army Core of Engineers, her experience with Army Core of Engineers, traffic issues, and a request to consider infrastructure.

Mr. Nick Uhren, Director of Engineering Services and County Engineer, and Ms. Barbara Wilhite, representative for the applicant, spoke during the discussion.

Discussion was held regarding Ms. Castro's address and flood zone; what the progression was for paving Old Pasco Road; the current contract to widen to four lanes up to the school entrance; widening of the southern piece from Wesley Chapel Boulevard to Sonny Drive; that they did not have widening from the school to State Road 52 in their Capital Program for the next five years; the new development's entitlements to put turn lanes; working with developers to bring in infrastructure; the movement of funds from a turn lane to widening the road; that the Developers were ready, but the County was not for widening; the potential need to reallocate resources in the Capital Program; whether there was right-of-way on both sides; the building of a pond for stormwater management; whether there was ways to improve stormwater retention in ELAMP lands; the sidewalk on the west side of the road; the request for the

applicant to build a sidewalk; the temporary condition of a five foot sidewalk before constructing the full twelve feet; walkability of homes to the sidewalk; whether building a sidewalk to tear back out and redo it was the best idea; the timing issue with the applicants and planned Capital Projects; importance of side walk connectivity and safety; effects of project lag times; reassurance that water would stay and not flow west into the Quail Hollow area; to make sure the project was built correctly; that the applicant would follow all the LDC provisions for stormwater management and State requirements; that the applicant had volunteered to build the sidewalk to Cypress Creek; to take the applicant's offer for the sidewalk if the item was approved; the land use allowance for 107 and that they were only doing 99; the prior approval; what the Commissioner wanted to see for his district; the agreeance to do 60-foot lots; infrastructure; Pond G for Old Pasco Road; the pond cost; public water and sewer at the location from Pasco County; happiness for a 60-foot subdivision; appreciation for the work on the project; that it was a better project than before; the stormwater project; that the County was buying the land around it; the strip of the County's right-of-way in front of the property; and that the project was nestled between ELAMP properties.

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

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

P75 Zoning Amendment (Consent) – Anodyne 54 LLC/Anodyne 54 LLC (East) – Change in Zoning from a C-1 Neighborhood Commercial District to a C-2 General Commercial District – Southeast Pasco County – Northeast Corner of the Intersection of State Road 54 and Point Cypress Boulevard – Containing Approximately 1.27 Acres

File Number PDE25-7823
Comm. Dist. 2
Recommendation Approve

Ms. Gay noted the proof of publication.

Mr. Patrick Dutter, Planning, Development and Economic Growth, read the item into the record and spoke regarding the voluntarily agreed upon deed restriction.

There was no public comment.

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

P76 Zoning Amendment (Consent) – Suncoast Lakes MPUD Master Planned Unit Development – Pasco County Planning Services Division – A Modification to the Previously Approved Master Plan and Conditions of Approval to Reflect and Memorialize Subsequent Revisions Thereto on Approximately 483.5 Acres in the South and Central Market Areas

File Number PDE25-7826
Comm. Dist. 4
Recommendation Approval with Conditions

Ms. Gay noted the proof of publication.

Mr. Patrick Dutter, Planning, Development and Economic Growth, read the item into the record.

There was no public comment.

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

P77 Zoning Amendment (Consent) – Sitex NR Holding LLC – Change in Zoning from a A-R Agricultural-Residential District to a C-2 General Commercial District – South Central Pasco County – West Side of Ernest Drive, Approximately 200 Feet South of State Road 54 – Containing Approximately 1.06 Acres

File Number PDE25-7827
Comm. Dist. 2
Recommendation Approve

Ms. Gay noted the proof of publication.

Mr. Patrick Dutter, Planning, Development and Economic Growth, read the item into the record and spoke regarding the voluntarily agreed upon deed restriction.

Mr. Tyler Suddeth, Suddeth Civil, spoke regarding his support for the item.

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

P78 Conditional Use (Regular) - Southern One LLC/Coral Towers LLC/Verizon Wireless - 185 Foot Above-Ground-Level Monopole Wireless Communications Facility in an A-R Agricultural-Residential District - North Central Pasco County - On the North Side of St. Joe Road, Approximately One-Half Mile West of Roberts Barn Road

File Number PDE25-CU02
Comm. Dist. 1
Recommendation Approval with Conditions

Ms. Gay noted the proof of publication.

Mr. Liam Devine, Planning, Development and Economic Growth, used a PowerPoint presentation to review the item and spoke regarding a typo in the Background Section of the Agenda Memo that currently read as Petition No. CU 25-01 aka CU24-15 and it should be Petition No. CU25-02 aka CU24-15.

Ms. Mattaniah Jahn, representative for the applicant, used a PowerPoint presentation to review the item and spoke regarding people who were available to answer questions on the project, an overview of a monopole, the color of the monopole, that it would be completely dark at night, that communication towers were an essential service to everyday life, and the 911 call stats in Pasco County in 2021.

Mr. John Terry spoke regarding the history of his land, his hope that the land would stay an AR-Residential, his understanding for growth, his opposition to the tower, aesthetic concerns, the detrimental unbridled growth in the County, the tower's inconsistency with the neighborhood, the tower's height, that he wanted his opposition noted, that there should be another place they could put it, and that they tried to put another tower down the street.

Discussion was held regarding the cell tower Ordinance; that more towers would be needed if they weren't as high; that everyone used their cell phones; the lack of landlines in new homes; Commissioner Starkey's reception issues and landline; that no one would choose to have a tower next to their home; that health risks could not be discussed; the Code required landscaping buffer; the tower location; a suggestion for landscaping along the front of the road; whether this site would make up for another one; what the plan for both towers had been; the importance of this item; that item P65 had been withdrawn; the sounds from the backup generator of the tower; that opposition to growth was no substantial evidence; hardlines within a home for 911 purposes; an example of a need for reliable service; a request for approval; the support of cell towers; that there was no away around them in today's world; that perhaps they could be gotten rid of and used differently decades from now; the provision in the Code for an unused tower; and the time when towers were lower and the top could be removed.

COMMISSIONER MARIANO MOVED approval to receive and file documents submitted by Ms. Mattaniah Jahn**; COMMISSIONER STARKEY SECONDED.**

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

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

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

P79 Zoning Amendment (Regular) – Sandarben LLC – Change in Zoning from a A-C Agricultural District to a AR-5 Agricultural-Residential District – North Central Pasco County – Northwest Corner of Bellamy Bros Boulevard and Johnston Road – Containing Approximately 92.60 Acres

File Number PDE25-7824
Comm. Dist. 1
Recommendation Approve

Ms. Gay noted the proof of publication.

Mr. Liam Devine, Planning, Development and Economic Growth, read the item into the record and spoke regarding the ex parte forms submitted, and that the item had been inadvertently put on the Agenda as a Regular item.

Mr. Daniel Raterman spoke regarding his property being east of the subject property, the dedicated wetlands area, the flooding in the area and on the property, the removal of a stranded vehicle from Hurricane Milton, the shutdown of Bellamy Brothers post-Hurricane Milton, the mailed site plan, the selling of lots right up to Bellamy, the effects of capping the grade with hard surfaces, the lack of water containment provisions, the need for the provisions, the great job of the Austin Woods development on Bellamy, and the suggestion to use ideas from that development.

Ms. Cyndi Tarapani, representative for the applicant, displayed documents and spoke regarding the awareness that Bellany Brothers was a Vision Road, the accommodation of a new right-of-way on the project, an overview of the site plan for 16 lots, the constructed access road, that the client still needed to go through the Minor Rural Subdivision process, that all SWFWMD and County requirements would need to be met, the pre-existing wetlands on Mr. Raterman's property, the plan matching the approved Plan Amendment in June, and the two existing homes currently on the property.

Mr. David Engel, Director of Planning, Development and Economic Growth, Mr. Nick Uhren, Director of Engineering Service and County Engineer, and Mr. Brad Tippin, Director of Development Review Services, spoke during the discussion.

Discussion was held regarding the great product and value of Minor Rural subdivisions; the concern on how to implement the subdivisions; the capping at 16 homes; the concern of accidentally hurting the County by capping lots; that it was based on the road improvements; the upgrade to the County Standard Road Cross-section for thirty or more homes; that Staff would take a look at it and put it on the priority list; the allowance of Minor Rural Subdivisions; the suggestion to make it easier for people to add onto their own property; Chairman Oakley's neighborhood; whether there was a plan for multi-use for Bellamy; that the Orange Belt Trail had to deviate from the rail corridor; clarification on projects; that the Vision Road Network for connected east to west had not been constructed; the construction or dedication of the Vision Road from residential projects; the developers obligation to construct sidewalks along their frontage of Bellamy Brothers Road; that the County would fill in the gaps of sidewalks for safety; the improvements and widening of Bellamy; the concern for someone to safely travel besides using a car; the displayed maps; the length of the east to west back lots; the suggestion to make the lots shorter; the work during the site plan review process; that stormwater ponds were not required in a Minor Rural Subdivision; the swale on each side of the entrance road; the approved and constructed driveway; whether the driveway had a culvert underneath and if that was required; whether there was existing flooding; the wetland area; historic flooding of the road; whether adding more to the area would stop the water from receding quickly; that this was the only zoning classification that could go in this location; that Euclidean Zoning could not be conditioned; the request for clarification on whether storm water engineering considerations were needed for the development; the lots; that the amount of impervious installed could trigger SWFWMD requirements; that there was no current plan to review; straight re-zoning; the height on the back part of the lot; the concern of making the runoff worse; the paved road; the lot size change; that these types of properties would not create flooding; the rolling hills throughout the County; whether there could be a request for channeling to help control water; the prevention of water on the roadways during big storm events; whether the applicant would work with County on channelization to store the water on along the edge; the consideration of ideas dealing with water on their site; and that the applicant could not fix pre-existing issues on other sites.

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

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

Noted Items

Agenda items N80 through N97 were noted.

Addendum

There was none.

Walk-Ons

There were none.

Post Meeting Materials

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

Adjourn

Commissioner Yeager left the meeting at 11:06 a.m. and returned to the meeting at 11:07 a.m.

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

Commissioner Starkey left the meeting at 11:43 a.m. and returned to the meeting at 11:46 a.m.

Commissioner Yeager left the meeting at 3:10 p.m. and returned to the meeting at 3:12 p.m.

Commissioner Weightman left the meeting at 3:40 p.m. and returned to the meeting at 3:44 p.m.

Chairman Oakley left the meeting at 4:24 p.m. and returned to the meeting at 4:26 p.m.

Commissioner Yeager left the meeting at 4:28 p.m. and returned to the meeting at 4:30 p.m.

The meeting adjourned at 4:42 p.m.

BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING/REZONINGS
RONALD E. OAKLEY
CHAIRMAN PRESIDING
NOVEMBER 12, 2024

APPROVED IN REGULAR SESSION JANUARY 20, 2026

(SEAL)

JACK MARIANO, CHAIRMAN
APPROVED ON JANUARY 20, 2026

ATTEST:

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

Prepared by: Amanda Dobson, Records Clerk II
Board Records Division

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CO26-0133 **DATE:** 1/20/2026

SUBJECT: Board of County Commissioners Regular Meeting/Rezoning December 10, 2024 – 10 A.M.

AGENDA SECTION: Consent Agenda

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. BCC 12-10-2024 - APPROVAL

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

ANNOTATED MINUTES

DECEMBER 10, 2024

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

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

10:00 A.M.

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

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

Call To Order

Chairman Oakley called the meeting to order at 10:05 a.m.

Invocation
Pledge of Allegiance

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

Roll Call

Ms. Alvarez-Sowles called the roll. All Commissioners were present with Commissioner Weightman attending virtually.

Reorganization – Board of County Commissioners

Mr. Steinsnyder reviewed the procedures to be followed.

There was no public comment.

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

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

Commissioner Mariano nominated Commissioner Starkey for Chairman of the Board.

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

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

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

Commissioner Oakley nominated Commissioner Mariano for Vice-Chairman of the Board.

Chairman Starkey called for other nominations. There were none and she declared Commissioner Mariano as Vice-Chairman of the Board of County Commissioners.

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

Commissioner Oakley nominated Commissioner Yeager for Second Vice-Chairman of the Board.

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

Chairman Starkey called for other nominations. There were none.

Chairman Starkey called for a raise of hands for Commissioner Yeager to serve as Second Vice-Chairman. Commissioner Oakley and Commissioner Yeager raised their hands.

Chairman Starkey declared Commissioner Weightman as Second Vice-Chairman of the Board of County Commissioners.

Discussion was held regarding procedures and the nominations.

Public Comment

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

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

Mr. David Lambert, Withlacoochee River Electric Cooperative, Inc., congratulated Chairman Starkey and Vice-Chairman Mariano on their elections and spoke regarding the co-op, what they returned with the capital credit refund, the check that was presented, their rates, the hard work and dedication of their employees, a new powerplant, who owned Seminole Electric Cooperative, that they would be investing in infrastructure, and introduced Mr. John McCarty, District Manager.

Chairman Starkey noted her appreciation for the great service that they provided during hurricane Helene and Milton.

Commissioner Mariano spoke regarding the storm, that there was a clear communication line, that they were quick and efficient, that they made innovative strides to try to help Pasco grow, the scholarships that are given out, and a tree in Hudson.

Commissioner Yeager noted her appreciation for their help with a family that had a fire.

Commissioner Oakley noted his appreciation for what they had done in the community, that during the storm they were prepared, and the work that they had done went smoothly.

Ms. Lisa Moretti spoke regarding the Connected City project, flooding, the Tall Timbers project, language in the MPUD, SWFWMD standards and State regulations, FDOT standards, and developments and developers.

Mr. Michael Pultorak, the Pasco County Connected Residents Group, used a PowerPoint presentation and spoke regarding the Connected City MPUD, the 965

acres, the North and South Innovation Zones, Tall Timbers, the Community Hub, and why they felt it would not receive passing scores.

Ms. Julia Bartunek spoke regarding Agenda item C11 and Penny for Pasco funds.

Mr. John Kane spoke regarding development, concerns with the methods, lands that were cleared out, burning, a conversation with DEP, and an air curtain incinerator.

Mr. Larry Conwill spoke regarding the intersection of Ryals Road, Silverado Ranch Boulevard, and Eiland Boulevard, a stop light, possible signs, and the speed limit on Dean Dairy Road.

Mr. Al Hiller congratulated Chairman Starkey, thanked them for their help during the disastrous time, noted their appreciation for the commissioners, and spoke regarding Commissioner Mariano's involvement and help. He presented Commissioner Mariano with letters from citizens from his district.

Commissioner Mariano spoke regarding former Commissioner Bradford.

Mr. Jerry Kingsley spoke regarding Storyland, how many times his house had flooded, the natural disaster, and the mismanagement of infrastructure.

Ms. Wanda Chasnoff, Ms. Ireene Weltch, and Ms. Mary Lou Kiser spoke regarding Green Key Road; concerns with the homeless people and the homeless camp; a permanent trespass on the property; drug transactions; syringe needles; the rental market; the flooding; and the epidemic in the area.

Chairman Starkey noted that they would be having a discussion on what could be done with the private property owners and trespassing.

Ms. Lisa Vergilio spoke regarding Shady Hills, development projects, her aquifer, the population, accidents that happened, that there were no sidewalks, that there were not enough traffic lights, the width of the roads were not wide enough, and the Pasco County Commissioners' website.

COMMISSIONER OAKLEY MOVED to receive and file documents by Mr. Allen Rose; **COMMISSIONER MARIANO SECONDED.**

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

Mr. Allen Rose spoke regarding Golden Acres, Agenda item P81, and converting the property.

Mr. Steinsnyder, noted that if it was a Public Hearing item, that was when he could make his comments.

Discussion was held regarding when comments should be made.

Mr. Peter Delayo spoke regarding Orchid Lake Road and Orchid Lake Subdivision, a petition for speedbumps, concerns with speeding, speed limit signs, a conversation with Commissioner Yeager, and road conditions in Orchid Lake Village.

Chairman Starkey directed Mr. Branford Adumuah, Assistant County Administrator for Public Infrastructure, to speak with him.

Ms. Nancy Hazlewood thanked the Board for arranging a meeting with Tampa Bay Water and spoke regarding the concerns with a well field in the Northeast Protected Area, that they had well and septic, those who represented the development community, and Connected City's first meeting.

Mr. Rob Richie spoke regarding Shady Hills, rapid development in the area, concerns with the lack of infrastructure, traffic, emergency services delays, a caution light, that there were no sidewalks or trails, sugar sand on the shoulder, pedestrian and bicycle traffic, the Del Webb Development, and road widening.

Pastor Jen Kerouac noted scripture and spoke regarding advocating for citizens, Connect City's plan, the widening of Shady Hills Road, and meetings she had with Commissioners.

Ms. Shamisea Griar spoke regarding her appreciation for County assistance, evictions, the SHIP Program, funding for properties, that the disaster displaced them, and company trucks on the properties.

Mr. Eric Johnson spoke regarding the Crela Estates Development, access to the property, the elevation difference, a berm and retention pond, the deed to the property, a conflict between different agencies, the rezoning sign, and that a 300 year old oak tree and his fence was taken down.

Chairman Starkey noted they would discuss that property later.

Mr. Bruce Kopka spoke regarding the Beacon Park Development, the soot problem, complaints to the HOA, fencing that was put up, and safety hazards on his property.

Commissioner Mariano directed Mr. JP Murphy, Interim Assistant County Administrator for Building Construction, to speak with him.

Resolutions

Commissioners Items - Chairman Oakley

RS1 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Recognizing Lane Mendelsohn And Abby Mendelsohn For Their Generosity In The Two Good Soles Shoes And Socks Drive
File Number CAO25-5107
Comm. Dist. All
Recommendation Approve

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

Ms. Abby(a minor) and Mr. Lane Mendelsohn spoke regarding their appreciation; that it was her fourth year doing Two Good Soles and she liked to inspire people; that it felt good to donate; the reason they were giving; that he was working to inspire his daughters and teach them; that they donated their hair to an organization that makes wigs; possible profits from a steer being donated; and that their fourth quarter donation was to Catholic Charities.

Ms. Paula Baracaldo, Director of Support Services, spoke during the discussion.

Discussion was held regarding their appreciation; that kids in the school system would receive socks and shoes because of Ms. Abby's good work; what she was doing was amazing; their dedication to family; a discussion with Mr. Lane Mendelsohn; highlighting their efforts; the amount of shoes they collected; and a donation to get additional shoes and socks.

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

Ms. Alvarez-Sowles called the roll; the vote was unanimous, and the motion carried with Chairman Starkey absent from the vote.

RS2 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Recognizing Jacques Hakim For His Generosity And Contributions To The Two Good Soles Shoes And Socks Drive
File Number CAO25-5108
Comm. Dist. All
Recommendation Approve

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

Mr. Jacques Hakim noted his appreciation to the Board, appreciation to his wife, The Honorable Mike Wells, Property Appraiser, Ms. Abby, and Ms. Cathy Pearson, Assistant County Administrator for Public Services, and the amount of shoes for next year.

Ms. Paula Baracaldo, Director of Support Services, spoke during the discussion.

Discussion was held regarding their appreciation; that Mr. Hakim was a pivotal part; his participation; Two Good Soles; the hurricane; Title One kids; donations from family and friends; and that the program had grown.

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

Ms. Alvarez-Sowles called the roll; the vote was unanimous, and the motion carried with Chairman Starkey absent from the vote.

Commissioners Items - Commissioner Starkey

RS3 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Recognizing The 10th Anniversary Of AmSkills
File Number CAO25-5111
Comm. Dist. All
Recommendation Approve

Item R75 was heard under RS3.

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

Mr. Tom Mudano, President and CEO of AmSkills, used a PowerPoint presentation to review the item, thanked the Board and spoke regarding their primary purpose, that they were a 501C3, solutions that were created, programs that were created, that they were expanding their high schools, the amount of industry recognized certifications that they issued, a Holiday Community Block Party, and that they created a collaborative partnership agreement with the University of Florida, Florida Semiconductor Institute.

Dr. Jack Judy, Deputy Director for Workforce at the Florida Semiconductor Institute, Mr. Leroy Yancey, Chairman of AmSkills, Mr. Viggo Nielsen, and Dr. Joseph McGee, CEO of Harvest CROO Robotics, spoke regarding what their missions were; that they had been partnering with advanced teams and leaders; a MOU that was signed with AmSkills; their appreciation; the partnership between Florida Semiconductor Institute and AmSkills; that they were addressing the urgent need for a skilled workforce; the initiatives with special needs kids; that Mr. McGee owned a robotics company; and the development and training to scale the company.

Discussion was held regarding their 10-year anniversary; appreciation to Chairman Starkey for her dedicated involvement; Commissioner Mariano's support; the Semiconductor Institute involvement; partners; developers; industrial land; Pepin Academy; the Garyline ribbon cutting; and how many jobs they had filled in nine months.

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

Ms. Alvarez-Sowles called the roll; the vote was unanimous, and the motion carried.

Consent

COMMISSIONER OAKLEY MOVED approval the Consent Agenda with the exception of Agenda Items C26, C33, C35, and C62 which had been pulled for discussion or revision and Agenda Items C27, C56, C66, and C68 which had been withdrawn; **COMMISSIONER MARIANO SECONDED.**

Ms. Alvarez-Sowles called the roll; the vote was unanimous, and the motion carried.

Internal Services - Facilities Management

C26 Exempt Agreement with Ryman Construction of Florida Inc. for Construction of the East Pasco Senior Center and Delegation of Authority to the County Administrator — Not to Exceed $1,070,111.36
File Number FAC25-0052
Comm. Dist. 1
Recommendation Approve

Mr. Andrew Baxter, Facilities Management Director, noted that the item was being revised to amend the way it's being discussed to delegate authority to the County Administrator and the distribution section has also been revised slightly and that it was the restart of construction for the East Pasco Senior Center.

COMMISSIONER OAKLEY MOVED approval of Staff's recommendation including the noted revision to amend the way it was being discussed to delegate authority to the County Administrator and the Distribution Section which had been revised slightly; **COMMISSIONER MARIANO SECONDED**.

Ms. Alvarez-Sowles called the roll; the motion carried with Commissioner Weightman absent from the vote.

Internal Services - Fleet Management

C27 Cooperative Purchase – Florida Outdoor Equipment, Inc. Supplier T&K Landscape Equipment, Inc – Scag Mowers – $162,622.98
File Number FM25-0001
Comm. Dist. All
Recommendation Approve

The item was withdrawn.

Internal Services - Office of Management and Budget

C33 Authorize Payments to Community Redevelopment Agencies (CRAs) - Due by January 1 Each Year per State Statute Requirement - Not to Exceed $6,016,675.11
File Number OMB25-0018
Comm. Dist. All
Recommendation Approve

Commissioner Mariano spoke regarding the CRAs and directed Staff to look at properties.

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

Ms. Alvarez-Sowles called the roll; the motion carried with Commissioner Weightman absent from the vote.

Internal Services - Purchasing

C35 Award of Solicitation No. IFB-KF-24-059 – NDL, LLC – Landscaping and Grounds Maintenance – Multi-Year Award - $2,700,000.00
File Number PU25-0006
Comm. Dist. 4
Recommendation Approve

Ms. Carrie Roberts, Purchasing Director, noted that the item was pulled and revised to include a correct power of attorney on the bond document only.

COMMISSIONER MARIANO MOVED to approve Staff's recommendation with the revision revised to include a correct power of attorney on the bond document only; **COMMISSIONER OAKLEY SECONDED.**

Ms. Alvarez-Sowles called the roll; the vote was unanimous, and the motion carried.

Public Infrastructure - Utilities

C56 Additional Purchase Authority – Vortex Infrastructure Services, LLC; Restoration & Protective Solutions LLC; and National Water Main Cleaning Company – As Needed Manhole Lining, Pump Station Lining, Sewer Lateral Pipe Lining, Joint Testing & Grouting Services – $1,846,980.00
File Number UTOM25-0054
Comm. Dist. All
Recommendation Approve

The item was withdrawn.

Public Safety - Fire Rescue

C62 Exempt Purchase – Public Consulting Group LLC – Public Emergency Medical Transportation Program Consultation – $750,000.00
File Number FR25-1097
Comm. Dist. All
Recommendation Approve

Fire Chief Ryan Guynn, Pasco County Fire Rescue, spoke regarding that the item was revised to clarify language where instead of utilizing the original agreement they named out the agreements that they were signing and authorizing.

COMMISSIONER OAKLEY MOVED approval of Staff's recommendation including the noted revision to clarify language where instead of utilizing the original agreement they named out in the agreements that they were signing and authorizing; **COMMISSIONER MARIANO SECONDED**.

Ms. Alvarez-Sowles called the roll; the vote was unanimous, and the motion carried.

Public Services - Community Development

C66 Amended and Restated Subrecipient Agreement – Youth and Family Alternatives, Inc. – Speer Laundry Facility – No Funding Required
File Number CD25-0022
Comm. Dist. All
Recommendation Approve

The item was withdrawn.

Public Services - Community Services

C68 Amendment 002 to Agreement EA024-PASCO NUTRITION – Area Agency on Aging of Pasco-Pinellas, Inc. – Increase in Contract Funding; CFDA No. 93.045 – $39,358.48
File Number SS25-0009
Comm. Dist. All
Recommendation Approve

The item was withdrawn.

Regular

District Three - Commissioner Starkey

R74 (11:00 A.M. Time Certain) LED Robotics: Lighting Up the Future Presentation
File Number BCCA25-0100
Comm. Dist. All
Recommendation Presentation Only

The item was withdrawn.

R75 (11:15 A.M. Time Certain) AmSkills 10th Anniversary Celebration & Special Announcement
File Number BCCA25-0101
Comm. Dist. All
Recommendation Presentation Only

The item was heard under RS3.

The item was for information only.

Legislative/Administrative - County Administrator

R76 State Legislative Priorities
File Number CA25-0003
Comm. Dist. All
Recommendation Presentation Only

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

Mr. Nick Uhren, County Engineer, and Mr. Jason Mickel, Director of Public Works, spoke during the discussion.

Discussion was held regarding priority projects; the amount they should request; Countywide projects; money towards projects; a shelter on the east side; the Trinity Boulevard project; the bike pedestrian overpass; an agreement they entered into; the delay of the project; the widening of Suncoast Parkway; DOT District 7; the Ridge Road Extension; the Lobbyist team; Priority A projects; Fire Station projects; who could sponsor; appropriation shares; the Double Hammock North project; the Sea Pines project; funding; design, permitting, and construction; SWFWMD money; the CIP; Thousand Oaks in Trinity; and people living on other people's property.

The item was for information only.

Development Services - Planning and Economic Growth

R77 Legacy at Wiregrass Ranch Economic Development Agreement Term Sheet
File Number PDE25-0059
Comm. Dist. 2
Recommendation Approve

Mr. David Engel, Planning and Economic Development Director, used a PowerPoint presentation to review the item and spoke regarding consumer affairs designated

Wesley Chapel the best place to move to in the state of Florida, high population centers, that it was second in the state for lowest crime rate, and Wiregrass Legacy.

Mr. Scott Sheridan, Wiregrass Ranch, used a PowerPoint presentation to review the item and spoke regarding the tax base, how much they generate, the site plan, EDA timeline, what they were tending towards and already facilitating, the goals and objectives, investments, Orlando Health, a planned entertainment venue, a food hall, a statement from Ernst and Young, and displayed a video.

Discussion was held regarding the Porters; the Wiregrass Mall; the commercial aspects; concerns with the structure of apartments; affordability; workforce units; surrounding multi-family; demographics in Wesley Chapel; owning property; Penny 4 Pasco; that there needed to be centers like that; stewardship of the property; facilities that provide ownership; rental components; and condominiums.

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

Ms. Alvarez-Sowles called the roll; the vote was unanimous, and the motion carried.

Miscellaneous Business - District One - Commissioner Oakley

- Commissioner Oakley noted he had enjoyed being the Chairman, his appreciation to everyone for their help, and spoke regarding the storms.

  Discussion was held regarding the EOC; that they were still in active recovery; and if they were still pumping out on the East side.

- He spoke regarding the Fire Rescue Graduation Ceremony he attended and who was in attendance while photographs were being displayed.

Miscellaneous Business - District Two - Commissioner Weightman

- Commissioner Weightman congratulated Commissioner Oakley for his successful year in his Chairmanship and congratulated Chairman Starkey and Commissioner Mariano on their terms.

- He noted his appreciation for Mr. Brad Tippin, Development Review Director, and the Planning Staff for the Townhall meeting on Ehren Cutoff.

- He wished everyone a Merry Christmas and a happy New Year.

Miscellaneous Business - District Three - Commissioner Starkey

- Commissioner Starkey spoke regarding the Tourism Awards, Ms. Consuelo Sanchez, Tourism Assistant Director, that they won, events that were hosted, marketing accomplishments, a marking campaign that was relaunched, their outreach, and the website enhancements while pictures were displayed.

- She noted her attendance at the Pasco Leadership Luncheon while photographs were displayed.

- She noted that her Staff also attended the Garyline ribbon cutting and spoke regarding the recycled pellets while photographs were displayed.

- She spoke regarding her attendance at the NACo County Crossroad Symposium in California.

- She noted her appreciation for Corrections, Fire Rescue, and Public Safety for another successful Angel Tree Program and how many children they were able to sponsor while photographs were displayed.

- She spoke regarding the need to inform other Commissioners about big items that were going on, a request for an update on what was happening during Commissioner items, and a discussion she had with Ms. Tania Gorman, MPO Director, regarding the TMA meeting.

- She wished everyone a Merry Christmas.

- Mr. Steinsnyder confirmed with Chairman Starkey that Chair appointments would be done at the January meeting.

- Chairman Starkey spoke regarding the mission of Connected City, the need for an update, and Shady Hills.

  Commissioner Mariano spoke regarding County Line Road, Shady Hills, the community they approved in Del Webb, sidewalks, Crela Estates, stormwater, and basin of special concern.

Miscellaneous Business - District Four - Commissioner Yeager

- Commissioner Yeager spoke regarding the 4th annual Adoption Day while photographs were displayed.

- She spoke regarding the Habitat for Humanity home dedications while photographs were displayed.

- She spoke regarding the Trinity Women's League sponsorship of food and the partnership with Grace's Food Pantry while photographs were displayed.

- She noted her attendance at the Firefighter Graduation Ceremony and congratulated the cadets while photographs were displayed.

- She noted that she wanted to recognize Mr. Jeremy Blevins, Park, Recreation, and Natural Resources, for his help.

Miscellaneous Business - District Five - Commissioner Mariano

- Commissioner Mariano spoke regarding a meeting with Leisure Beach, a Civic Association, fecal matter concerns, and RV hook-ups while photographs were displayed.

  Discussion was held regarding how first responders would get around; where the ROW was; and hook-ups for sewage.

- He spoke regarding the Garyline Plastics facility, the amount of workers, products they made, and the company next to them while photographs were being displayed.

  Discussion was held regarding recycled plastics and suppliers.

- He wished everyone a Merry Christmas and noted his appreciation to the team.

Miscellaneous Business - County Administrator

- Mr. Carballa noted that they received money back from FEMA to help start the reimbursement.

- He spoke regarding CBD GDR grants and his request for a letter to the Federal Delegation.

  COMMISSIONER MARIANO MOVED to send the letter and put the recommendation in; **COMMISSIONER YEAGER SECONDED.**

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

Miscellaneous Business - County Attorney

- Mr. Steinsnyder wished everyone a Happy Holiday.

Miscellaneous Business - Clerk and Comptroller

- Mr. Sample noted that N131 was an audit that was performed to look at agreed upon procedures for the P-Card process and the recommendation.

- Mr. Sample read a statement from Clerk Alvarez-Sowles regarding the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association that was awarded to the Clerk's Office and noted the Clerk's appreciation of the Finance Team, Mr. Matt Lazar, Finance Director, Mr. Richard Van Steen, Assistant Finance Director, the Constitutional Officers, the County's Fiscal and Grant Management teams, Ms. Jessica Blesser, Fiscal Services Director, Ms. Kristina McGonigal, Public Services Grants and Fiscal Services Director, Ms. Amielee Farrell, and the Grants Management Team.

Miscellaneous Business - Sheriff

- Absent.

THE BOARD RECESSED AT 12:17 P.M AND RECONVENED AT 1:32 P.M. ALL COMMISSIONERS WERE PRESENT WITH COMMISSIONER WEIGHTMAN ATTENDING THE MEETING VIRTUALLY. CHAIRMAN STARKEY ARRIVED TO THE MEETING AT 1:42 P.M. MS. ALVAREZ-SOWLES WAS REPRESENTED BY MR. HAROLD SAMPLE, DEPUTY CLERK, FOR THE AFTERNOON SESSION.

Public Hearings

Proposed Ordinances at 1:30 p.m.

P78 An Ordinance Establishing The Preserve at Legends Pointe Community Development District Pursuant To Chapter 190, Florida Statutes; Providing For Authority And Power Of The District; Providing For Powers And Duties Of The District; Providing For The Board Of Supervisors Of The District; Providing For The District Budget; Providing For Functions Of The District; Providing For Miscellaneous Provisions; Providing For An Effective Date.

File Number PDE25-0004
Comm. Dist. 5
Recommendation Approve

Mr. Sample noted the proof of publication

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

There was no public comment.

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

Mr. Sample called the roll; the motion carried with Chairman Starkey absent from the vote.

P79 An Ordinance Establishing Del Webb River Reserve Community Development District Pursuant To Chapter 190, Florida Statutes; Providing For Authority And Power Of The District; Providing For Powers And Duties Of The District; Providing For The Board Of Supervisors Of The District; Providing For The District Budget; Providing For Functions Of The District; Providing For Miscellaneous Provisions; Providing For An Effective Date.

File Number PDE25-0005
Comm. Dist. 5
Recommendation Approve

Mr. Sample noted the proof of publication

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

There was no public comment.

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

Mr. Sample called the roll; the motion carried with Chairman Starkey absent from the vote.

P80 An Ordinance Establishing The Kenton Community Development District Pursuant To Chapter 190, Florida Statutes; Providing For Authority And Power Of The District; Providing For Powers And Duties Of The District; Providing For The Board Of Supervisors Of The District; Providing For The District Budget; Providing For Functions Of The District; Providing For Miscellaneous Provisions; Providing For An Effective Date.

File Number PDE25-0006
Comm. Dist. 1
Recommendation Approve

Mr. Sample noted the proof of publication

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

There was no public comment.

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

Mr. Sample called the roll; the motion carried with Chairman Starkey absent from the vote.

P81 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Comprehensive Plan Amendment To The Future Land Use Maps (2-15 And Sheet 10) Changing From RES-1 (Residential-1 DU/GA) To COM (Commercial) On Approximately 3.02 Acres Of Real Property Located At The Northeast Corner Of The Intersection Of Jasmine Blvd And Little Road.
File Number PDE25-0011
Comm. Dist. 4
Recommendation Approve

Mr. Sample noted the proof of publication

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

Ms. Amy Tull, Planning, Development and Economic Growth, reviewed the item using a PowerPoint presentation.

Ms. Cyndi Tarapani representative for the applicant, reviewed the item and spoke regarding the zoning district, deed restrictions, prohibited uses, Little Road, Jasmine Boulevard, the traffic needs assessment, when they purchased the site, the exhibit that was distributed, and Staff's recommendation.

Mr. Allen Rose spoke regarding that it was part of Golden Acres, a wildlife sanctuary, a covenant that was provided, surrounding communities, and petitions that were distributed.

Mr. David Goldstein, Chief Assistant County Attorney, and Mr. J.J. Murphy, Assistant County Administrator for Public Safety, spoke during the discussion.

Discussion was held regarding meetings with the applicant; the location of the gas station; car washes; self-storage; Live Local; what the applicant was proposing; the deed restriction; prohibited uses; that the Comprehensive Plan Amendment had to be effective before the Zoning Amendment; the Sub Area Policy; existing Zoning District; Special Exception; modifications; where the residential was located; resident concerns; the document that was distributed to the Board; that it would be a civil matter; a list of residential properties; flooding; the wetlands; impaired water systems; property values;

a daycare in Starkey Ranch; the neighborhood commercial district; that the impact on the neighborhood was minimal; the previous homeless population; the owners of the property; traffic; and documents that were received and filed under Public Comment.

COMMISSIONER OAKLEY MOVED approval to receive and file documents submitted by Ms. Cyndi Tarapani; **COMMISSIONER MARIANO SECONDED**.

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

COMMISSIONER OAKLEY MOVED approval to adopt excluding the car wash, gas station, and self-storage as a use and that it would have to be zoned C-1; **COMMISSIONER MARIANO SECONDED.**

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

P82 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Section 604 Northeast Pasco Rural Protection Overlay District; Figure 604-1 Northeast Pasco Rural Protection Overlay District Boundary; Figure 604-2 Northeast Pasco Rural Scenic Roadways; Figure 604-4 Limits To Topographic Alterations; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer, Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PDE25-0020
Comm. Dist. All
Recommendation Approve

Mr. Sample noted the proof of publication

Mr. Nectarios Pittos, Director of Planning Services, read the item into the record and spoke regarding that it was a companion to a Future Land Use map amendment.

There was no public comment.

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

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

P83 An Ordinance Establishing The Angeline Community Development District Pursuant To Chapter 190, Florida Statutes; Providing For Authority And Power Of The District; Providing For Powers And Duties Of The District; Providing For The Board Of Supervisors Of The District; Providing For The District Budget; Providing For Functions Of The District; Providing For Miscellaneous Provisions; Providing For An Effective Date.

File Number PDE25-0039
Comm. Dist. 4
Recommendation Approve

Mr. Sample noted the proof of publication

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

There was no public comment.

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

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

P84 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Comprehensive Plan Amendment to the Future Land Use Map (Map 2-15 and Sheet 18) From RES-6 (Residential 6- Du/Ga) To IL (Industrial-Light) On Approximately 1.80 Acres of Real Property Located at the Southeast Corner of the Intersection of Alderman Lane and Rowan Road; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.

File Number PDE25-0050
Comm. Dist. 4
Recommendation Approve

Mr. Sample noted the proof of publication

Mr. Nectarios Pittos, Director of Planning Services, read the item into the record and spoke regarding that a continuance had been requested.

There was no public comment.

COMMISSIONER OAKLEY MOVED approval to continue to the January 28, 2025 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER YEAGER SECONDED.**

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

P85 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For a Small-Scale Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 03) From ROR (Retail/Office/Residential) To IL (Industrial-Light) on Approximately 16.84 Acres of Real Property Located at the Southeast Corner of the Intersection of Diagonal Road And New York Avenue; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.

File Number PDE25-0051
Comm. Dist. 5
Recommendation Approve

Mr. Sample noted the proof of publication

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

There was no public comment.

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

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

Public Hearings at 1:30 p.m.

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

Mr. Sample swore in those who planned to present testimony.

COMMISSIONER OAKLEY MOVED approval of the Public Hearing Consent Agenda which included Agenda Items P88, P90, P91, P92, and P93; **COMMISSIONER MARIANO SECONDED**

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

P86 Zoning Amendment (Continuance) – Dejan and Gordana Vujinovic – Change in Zoning from an A-R Agricultural-Residential District with Conditions to an A-R Agricultural-Residential District – Northwest Pasco County – On the Northwest Corner of Seabiscuit Lane and Giddyup Lane – Containing Approximately 5.07 Acres

File Number PDE25-7783
Comm. Dist. 5
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

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

COMMISSIONER MARIANO MOVED approval to continue to a date uncertain; **COMMISSIONER YEAGER SECONDED.**

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

P87 Zoning Amendment (Continuance) – HCM Hospitality LLC – Change in Zoning from a C-2 General Commercial District and MF-1 Multiple-Family Medium Density District to an MF-1 Multiple-Family Medium Density District – West Central Pasco County – East Side of US Highway 19, Approximately 950 Feet South of State Road 52– Containing Approximately 4.44 Acres

File Number PDE25-7818
Comm. Dist. 5
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

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

COMMISSIONER MARIANO MOVED approval to continue to the January 28, 2025 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER OAKLEY SECONDED.**

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

P88 Development Agreement (Consent) – Watergrass MPUD Master Planned Unit Development – CKB Development LLC – Proposed is a Modification to the Development Agreement (DA) for the Watergrass MPUD
File Number PDE25-0440
Comm. Dist. 1
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

P89 Zoning Amendment (Consent) – Siddiqui Rafat Ali – Change in Zoning from a C-1 Neighborhood Commercial District to a C-2 General Commercial District – South Central Pasco County – Southwest Corner of the Intersection of Black Lake Road and Geneva Drive – Containing Approximately 0.57 Acre
File Number PDE25-7779
Comm. Dist. 3
Recommendation Approve

Mr. Sample noted the proof of publication.

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

Mr. Liam Devine, Planning, Development and Economic Growth, used a PowerPoint presentation to review the item and spoke regarding that there was a code violation on the property.

Mr. Siddiqui Rafat Ali, the applicant, spoke regarding when the store was opened, the U-Haul business, the code violations, and the fine amount.

Mr. Brad Tippin, Director of Development Review Services, spoke during the discussion.

Discussion was held regarding a Code violation on the property; the convenience store business; landscaping Code; stormwater; drainage; Code violations on the road; sign violations; flooding in the area; SWFWMD regulations; the County right-of-way; the U-Haul business; the location of his business; grant money; the zoning; the landscaping grant; possible buffering; C-2 zoning; the surrounding commercial area; a Code sweep that was done; and deed restrictions.

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

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

P90 Zoning Amendment (Consent) – 52 Realty LLC/SR 52 Realty – Change in Zoning from an A-R Agricultural-Residential District to A-R Agricultural-Residential District, PO-2 Professional Office, and C-2 General Commercial District – West Central Pasco County – South Side of State Road 52, Approximately 1/2 Mile West of Land O Lakes Boulevard – Containing Approximately 8.84 Acres

File Number PDE25-7810
Comm. Dist. 4
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

Discussion was held regarding Cogan grass.

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

P91 Zoning Amendment (Consent) – Patricia S Deremer/Massachusetts Commercial – Change in Zoning from a C-2 General Commercial District Specific Use for a Commercial Nursery and MF-1 Multiple-Family Medium Density District to a C-2 General Commercial District – Southwest Pasco County – South Side of Massachusetts Avenue, Approximately 960 Feet West of Rowan Road – Containing Approximately 2.80 Acres

File Number PDE25-7821
Comm. Dist. 4
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

P92 Zoning Amendment (Consent) – Coastal Life Investments LLC – Change in Zoning from a MF-2 Multiple-Family High Density District to a R-4 High Density Residential District – Northwest Pasco County – West Side of the Intersection of Marina Drive and New Jersey Avenue – Containing Approximately 0.97 Acre

File Number PDE25-7830
Comm. Dist. 5
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

P93 Zoning Amendment - Substantial Modification (Consent) – Watergrass MPUD – CKB Development LLC – A Rezoning Request to Substantially Modify the Watergrass MPUD to Amend the Promenade Business Center Uses and to Allow for the Donation of a Library Site to Pasco County

File Number PDE25-7836
Comm. Dist. 1
Recommendation Approval with Conditions

Mr. Sample noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, read the item into the record and spoke regarding that it was the companion zoning action to the Development Agreement.

There was no public comment.

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

P94 Mining Operating Permit and Conditional Use Amendment Request (Regular) – K&M Mine Expansion – Mining Operating Permit and Conditional Use Permit Amendment for an Existing Sand and Limerock Mine with No Blasting in A-C Agricultural and AR-1 Agricultural-Residential Zoning Districts- Northwest Pasco County, on the South Side of County Line Road Approximately 3,200 Feet West of the Suncoast, Containing Approximately 149.80 Acres

File Number PDE25-CU06
Comm. Dist. 5
Recommendation Approval with Conditions

Mr. Sample noted the proof of publication.

Mr. Brad Tippin, Director of Development Review Services, read the item into the record and spoke regarding that ex parte were received.

Pastor Jen Kerouac spoke regarding her concerns, transportation of material, the community meeting summary, Florida State Statutes, advertisements, County Line Road, residential development, Crela Drive, and consideration of a meeting after 5:00 p.m.

Mr. Clarke Hobby, representative for the applicant, spoke regarding that it was a conditional use permit, the access, the haul route, the community meeting, and the summary.

Discussion was held regarding the statue on requirements; that it was not a blasting mine; that it was a dragline mine; that it was an expansion of the existing mine; that there was an email received regarding concerns of vibration that appeared to be related to the paving of the entrance road; the material from the mine; the truck traffic; the sound from the site; and that there was only an ex parte form filed from Commissioner Mariano.

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

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

P95 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Dissolving Highlands Municipal Service Benefit Unit, Consisting Of Seven Distinct Units As Of December 31, 2024, And Providing For An Effective Date And Applicability

File Number PIFBA25-0083
Comm. Dist. 5
Recommendation Approve

Mr. Sample noted the proof of publication.

Mr. Jerry Willliams, Public Infrastructure Fiscal Business Administration Department, read the item into the record and spoke regarding that they would like to withdraw the item and re-notice in the next calendar year.

Discussion was held regarding the reason it was being withdrawn.

There was no public comment.

The item was withdrawn.

P96 Petition to Vacate a Portion of Platted Right-of-Way (Regular) – Railroad Street, Dade City – Florida Department of Transportation
File Number FAC25-0019
Comm. Dist. 1
Recommendation Approve

Mr. Sample noted the proof of publication.

Mr. Nicholas Latvys, Real Property Division, used a PowerPoint presentation to review the item and spoke regarding the platted right-of-way.

There was no public comment.

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

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

Noted Items

Agenda items N97 through N190 were noted.

Addendum

There was none.

Walk-Ons

There was none.

Post Meeting Materials

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

Adjourn

Commissioner Yeager left the meeting at 11:02 a.m. and returned to the meeting at 11:06 a.m.

Chairman Starkey passed the gavel to Vice-Chairman Mariano and left the meeting at 11:58 a.m.

Commissioner Oakley left the meeting at 3:54 p.m. and returned at 4:01 p.m.

The meeting adjourned at 4:11 p.m.

BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING/REZONINGS
KATHRYN STARKEY
CHAIRMAN PRESIDING
DECEMBER 10, 2025

APPROVED IN REGULAR SESSION JANUARY 20, 2026

(SEAL)

JACK MARIANO, CHAIRMAN
APPROVED ON JANUARY 20, 2026

ATTEST:

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

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

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CO26-0134 **DATE:** 1/20/2026

SUBJECT: Board of County Commissioners Regular Meeting/Rezoning January 14, 2025 – 10 A.M.

AGENDA SECTION: Consent Agenda

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. BCC 01-14-2025 - APPROVAL

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

ANNOTATED MINUTES

JANUARY 14, 2025

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

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

10:00 A.M.

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

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

Call To Order

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

Invocation
Pledge of Allegiance

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

Roll Call

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

Public Comment

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

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

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

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

Ms. Nancy Hazelwood spoke regarding the Northeast Protected Area Plan, well and septic, keeping the land rural, the Comprehensive Plan, the packet on Wellfield, the document she distributed, the R49 Test Wellfield study, the Tampa Bay Water website, concerns with how far the well would be from growth in the County and associated costs, whether there would be a Wastewater Treatment Plant, renting sites, and the concern regarding development in the Northeast Rural Protected Area.

Ms. Asia Moore, Vice-President of Florida Uniting Manatee Awareness, spoke regarding the nonprofit organization, the Florida Nature Coast which covered 9 Counties and protection that was needed, dredging of the canals, the Sports Coast being Pasco County, water pollution and the red tide issues, Scallop Season closures, viewing the Nature Coast, Shady Hills Road and the dangers of driving, and living in a rural community.

Ms. Lisa Moretti spoke regarding the Tall Timbers continuance and objecting to the continuance, the bad sharing of information, Agenda availability concerns, that the maps for Tall Timbers were not provided to Planning Commission until 10 a.m. before the meeting, the need for residents to obtain critical information, the Land Use Code and continuance guidelines, the rules, and doing things the way they should be done.

Ms. Ann Marie Winter thanked Pasco County for the partnership with the Area Agency On Aging, thanked Commissioner Weightman for serving on the Board and his guidance, looking forward to having Commissioner Yeager serve as the Pasco County Commissioner seat, thanked Commissioner Oakley's generous donation to the Agency which would be going back out to the community, they would continue to provide meals to seniors at home, the congregate dining sites, other services that were provided, and the Case Management Program.

Discussion was held regarding congregate dining locations.

Commissioner Oakley noted his appreciation for all she was doing for the aging residents in Pasco and Pinellas Counties, and stated that it was greatly needed and they had done a great job.

Ms. Daphne Sais noted the challenges she faced during construction within the Crela Estates, the ingress and egress that was raised without a permit, that Code Enforcement stated it was a public road, property flooding, backyard retention ponds, trees that had been removed, compromised privacy and security, late night construction, paying property taxes that included part of the ingress and egress, a compensation request, and oversight concerns.

Discussion was held in regard to discussing the matter with an attorney and a site visit; council representation; the County reaching out to Ms. Sais; and that it was a private matter between two property owners.

Ms. Ava Russo noted that she was not speaking for public comment.

Ms. Julia Bartunek spoke regarding the Northeast Rural Pasco Area, the agricultural significance and environmental importance, the Wellfield studies, development concerns, those affected by the recent hurricanes, and building resiliency and sustainability.

Ms. Crista Howell Larkin spoke regarding displacement from the recent hurricanes, having to pay out of pocket, infrastructure improvements, questions not answered by the City, Silver Oaks money allocation issues, home building standards, flooding issues, personal property that was lost and stolen, impacts to people's lives, and the continued developments within the County.

Discussion was held regarding the losses; a future meeting to discuss the issues; FEMA and insurance issues; and the impact from the hurricanes on the County.

Resolutions

Commissioners Items - Commissioner Starkey

RS1 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Declaring January 17, 2025, As Arbor Day In Pasco County
File Number CAO25-5112
Comm. Dist. All
Recommendation Approve

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

Ms. Lottie Kelley, Reworld Waste, and Ms. Ligia Martello Buchala, Keep Pasco Beautiful, spoke regarding Reworld Waste Board membership; what they believed in; giving out trees for Arbor Day; appreciation for the support; the upcoming Arbor Day Celebration; where to register for a tree; a tree planting workshop; and partnerships.

Mr. Mike Woodard, County Arborist, spoke during the discussion.

Discussion was held regarding being glad to give out more trees; the types of trees being given out; that last year they gave money to increase the number of trees being handed out; a request to add money to their number of trees; when the tree give away would be; the upcoming celebrations; that tree experts would be present to answer questions; hurricane damage; what trees could provide; and shaded parking spots.

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

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

COMMISSIONER OAKLEY MOVED approval to add $3,000.00 to their number of trees; **COMMISSIONER MARIANO SECONDED.**

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

Commissioners Items - Commissioner Yeager

RS2 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Declaring The Month Of January As National Slavery And Human Trafficking Prevention Month And January 11, 2025, As National Human Trafficking Day In Pasco County
File Number CAO25-5110
Comm. Dist. All
Recommendation Approve

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

Ms. Laura Henderson, Vice-Chair for the Commission on Human Trafficking, and Ms. Liana Dean, Chair for the Commission on Human Trafficking, spoke regarding appreciation for the recognition and their support; how long the Commission had been formed; spreading awareness; education; prevention; listening to survivors; bringing focus to survivors; guidance; and expertise.

Discussion was held regarding sponsorship of the Resolution; what work they did; that the group was amazing; appreciation for the work they had done; a difference that had been made in the County and the Nation; their support; a recent golf tournament held at Lake Jovita; pain knowing sex trafficking was still in the County; and AmSkills helping a group of survivors with a business.

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

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

Consent

COMMISSIONER OAKLEY MOVED approval of the Consent Agenda including the Addendum Items AC137 and AC138 with the exception of Agenda Items C5, C33, and C47 which had been pulled for discussion or revision and Agenda Items C9, C28, and C38 which had been withdrawn; **COMMISSIONER YEAGER SECONDED.**

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

Development Services - Planning and Economic Growth

C5 Task Order No. PDETO25-0001 –W.E. Oliver, P.E., LLC. –Villages of Pasadena Hills Financial Plan 2025 Update– $246,080.00
File Number PDE25-0058
Comm. Dist. 1
Recommendation Approve

Mr. Nectarios Pittos, Director of Planning Services, used a PowerPoint presentation to review the item and spoke regarding the revision to the amount for the overall cost of the Task Order from $246,080.00 to do the study to $247,830.00 and what had been previously requested by the Board.

Discussion was held regarding how long they thought it was going to take; infrastructure; density; Commercial, Office, and Employment Center; creating jobs; traffic; planning for the future; an upcoming mobility fee study update; mobility fee rates; the roads; and impact fees.

COMMISSIONER MARIANO MOVED approval of Staff's recommendation including the revision to the amount for the overall cost of the Task Order from $246,080.00 to do the study to $247,830.00; **COMMISSIONER OAKLEY SECONDED.**

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

Internal Services - Facilities Management

C9 Agreement for Purchase of Real Property – The School Board of Pasco County – Tower Road Force Main Extension - $95,000.00
File Number FAC25-0062
Comm. Dist. 3
Recommendation Approve

The item was withdrawn.

Public Infrastructure - Transportation Engineering

C28 Recording of Plat with a Performance Guarantee – Caroline Drive SFR Owner, LLC – Skymore Wesley Chapel (150 Attached Townhomes on 40.22 Acres in South Central Pasco County; North End of Caroline Drive, West of Bridleford Drive) – No Funding Required
File Number TED25-0067
Comm. Dist. 2
Recommendation Approve

The item was withdrawn.

C33 Recording of Plat – M/I Homes of Tampa, LLC – Cobblestone Lot 1, Tract 05-15, Lots 278-318 (Replat of 42 Single Family Detached Lots on 4.995 Acres in East Pasco County, on the East Side of US Highway 301 (Gall Boulevard), South of Chancey Road) – No Funding Required
File Number TED25-0128
Comm. Dist. 1
Recommendation Approve

Mr. Alex Parnes, County Surveyor, spoke regarding the revision on the Agenda Memo that had been caught by the Clerk's Office.

COMMISSIONER MARIANO MOVED approval of Staff's recommendation including the revision on the Agenda Memo; **COMMISSIONER OAKLEY SECONDED.**

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

Public Infrastructure - Utilities

C38 Award of Solicitation No. IFB-KM-24-133 – The Kearney Companies, LLC – As Needed Hydroseeding, Aeration, and Watering Services – $613,673.88
File Number UTOM25-0121
Comm. Dist. 1, 2
Recommendation Approve

The item was withdrawn.

Public Services - Support Services

C47 Fiscal Year 2026 Funding Agreement – Premier Community Healthcare Group, Inc. – Funding to Prevent Price Increases for Medical Care to Vulnerable Residents – $500,000.00
File Number SPS25-0009
Comm. Dist. All
Recommendation Approve

Ms. Paula Baracaldo, Director of Support Services, spoke regarding the noted revision to the Agenda Memorandum to reference the Fiscal Year to 25 and not Fiscal Year 26.

COMMISSIONER MARIANO MOVED approval of Staff's recommendation including the noted revision to the Agenda Memorandum to reference the Fiscal Year to 25 and not Fiscal Year 26; **COMMISSIONER YEAGER SECONDED.**

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

Regular

Legislative/Administrative - County Administrator

R48 (11:00 A.M. Time Certain) Tampa Bay Water Annual & Water Supply Presentation
File Number CA25-5010
Comm. Dist. All
Recommendation Presentation Only

Mr. Chuck Carden, General Manager of Tampa Bay Water, and Mr. Warren Hogg, Chief Science Officer of Tampa Bay Water, used a PowerPoint presentation to review the item and spoke regarding the Commissioners currently sitting on the Board and those who previously served; their sources of water; the number of employees; the wholesale rate; what Pasco County was currently budgeted as; new water quality parameters; meeting growth and needs; the drought from the previous year; water restrictions; the reservoir; recent rains; the desalination plant; a report that was currently being worked on and would be presented later in the year; the Eastern Pasco Wellfield project; and the public meeting.

Discussion was held regarding water current and projected usages; the public meeting; a plant; reclaimed water; Senate Bill 64 that was passed a few years ago; deep wells; the Master Water Plan; development alternatives; regional projects; replenishment; suggested ideas; project sites; a past project; priority projects; flooding in Zephyrhills; surface water treatments; stormwater projects; Orlando stormwater; appreciation for the report; reservoirs; water flow; desalination; project costs; not over pumping wellfields; past experiences on the Board; investments; redirecting water; coming up with different solutions; opportunities for funding; the Army Corps of Engineers; a bypass canal; the Four Rivers Project; water quality; the Hillsborough River; trails; the Orange Belt Trail; and the planning and development of the pipeline.

The item was for information only.

R49 Temporary Construction Easement – Tampa Bay Water – East Pasco Wellfield Feasibility Study – No Funding Required
File Number FAC25-0044
Comm. Dist. 1
Recommendation Approve

Mr. David Allen, Director of Utilities, reviewed the item and spoke regarding that the presentation for Agenda Item R48 by Mr. Chuck Carden, General Manager of Tampa Bay Water, and Mr. Warren Hogg, Chief Science Officer of Tampa Bay Water, spilled into the item, growth in the County, and that gathering the information was valuable.

Discussion was held regarding the 300 acre site and a past potential wastewater treatment facility.

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

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

R50 (11:15 A.M. Time Certain) Pasco Economic Development Council Quarterly Presentation
File Number CA25-5002
Comm. Dist. All
Recommendation Presentation Only

The item was not heard.

R51 Confirmation of Assistant County Administrator, Development Services – David Allen – Annual Salary of $205,000.00
File Number CA25-5012
Comm. Dist. All
Recommendation Approve

Mr. Carballa spoke regarding his appreciation to Mr. JP Murphy, Director for Building Construction Services, for serving in the interim role, the state of transition, his efforts during the storms, Mr. David Allen, Director for Utilities, compliments for his work, and his career history.

Mr. Allen spoke regarding appreciation to Mr. Carballa for his consideration of the position, appreciation to his team, his excitement for the role and opportunity, looking forward to developing new partnerships, and the Board's Mission, Vision, and Values for the County.

Discussion was held regarding working with Mr. Murphy; appreciation for his efforts; congratulations to Mr. Allen; working with Mr. Allen; and that they thought he would do a phenomenal job.

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

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

Miscellaneous Business – District One – Commissioner Oakley

- Commissioner Oakley spoke regarding the wildfires on the west coast of the United States and expressed his appreciation for the first responders with the fires and with the flooding that occurred in Pasco County.

Miscellaneous Business – District Two – Commissioner Weightman

- Commissioner Weightman expressed his excitement for the new year, working under the Board's leadership, and the new Committee assignments.

Miscellaneous Business – District Three – Commissioner Starkey

- Chairman Starkey spoke regarding the California fires and a relative that lives in Pacific Palisades and that she was grateful for how Pasco dealt with disasters. She asked about the Red Cross's response.

  Discussion was held regarding the response of Red Cross.

- Later in the meeting, she displayed photographs and spoke regarding the Women's Conference of Florida and hoped to send people to the event next year.

- She displayed photographs and noted the volunteer work with Metropolitan Ministries in their tent and gift deliveries by her Staff.

- She spoke regarding following Commissioner Yeager's influence when they were doing food in the Holiday area near Mile Stretch, Mr. Gary Joiner's Bar-be-que not getting a good amount of people, that she loaded up her car and went door-to-door, a gentleman she encountered with no food or car, and wanting the County to visit him. She noted Commissioner Yeager had set a great example for them to follow.

- She spoke regarding the County initiated Community Food Distribution at the St. Vincient de Paul Church.

- She requested a motion to reappoint Ms. Bobbi DeFilippis to the Tourist Development Council.

  COMMISSIONER MARIANO MOVED approval to reappoint Ms. Bobbi DeFilippis to the Tourist Development Council; **COMMISSIONER WEIGHTMAN SECONDED.**

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

- She spoke regarding the Committee seats that had been distributed, that the Withlacoochee State Trail did not have a council, and requested important updates from the Committees that the Board members served on.

  Commissioner Weightman spoke regarding the Springs Council, how the three Committees were made up, the fundings, and learning facts such as where the bull shark mating grounds were located.

Miscellaneous Business – District Four – Commissioner Yeager

- Commissioner Yeager displayed photographs and spoke regarding the prayer breakfast and having a guest speaker in attendance.

- She displayed photographs and spoke regarding surprising two different senior centers along with Ms. Cathy Pearson, Assistant County Administrator for Public Services, and her grandkids, singing Christmas Carols, and handing out candy canes.

- She displayed photographs and spoke regarding the Christmas event at Moon Lake, feeding 250 families, parents that went shopping, Metro Ministries, Graces Food Pantry, and the River Ridge Basketball Team that was there helping.

- She displayed photographs and spoke regarding a Tunnel to Towers event.

Miscellaneous Business – District Five – Commissioner Mariano

- Commissioner Mariano spoke regarding the comment that was discussed in Public Comment earlier in the meeting pertaining to the Nature Coast and the rebranding of Pasco County to the Sports Coast. He noted the Board had done a phenomenal job with the restorations and water quality efforts up and down the coast, working closely with Fish and Wildlife, the Scalloping Season, the Aquatic

Preserve, the Leisure Beach channel and the low tide, the markers, replanting in Homosassa, sea life, and water quality improvements and channel restorations.

- He noted his appreciation for Staff for working through the storms and for getting people back in their homes.

- He noted that Mr. Kevin Gutherie, Executive Director for the Florida Division of Emergency Management, would be a phenomenal lead for FEMA.

Miscellaneous Business – County Administrator

- Mr. Carballa expressed his appreciation to the Board for approving Addendum item 138 and that Pasco County would be one of three Agencies in the State with the capability to perform quick road clearing and advance search and rescue.

- He noted his appreciation for Mr. Kevin Guthrie's, Executive Director for the Division of Emergency Management, trust in Pasco County to deliver services to the citizens of the State of Florida.

- He spoke regarding the Strategic Plan that had been distributed to the Board and that more information would be presented later on.

- He noted that Pasco County had been a direct recipient of a direct allocation amount of $585,704,000.00 from HUD and that the funding would have to tie back to the natural disasters, and generally have to benefit low to moderate income individuals. He expressed his appreciation to Ms. Marcy Esbjerg, Community Development Director, and her team for their efforts, a letter that had previously signed by the Chairman, appreciation to Mr. Ralph Lair, Intergovernmental Affairs Officer, and his team for their efforts, they were developing an internal administrative structure, on how to manage it, and the next steps.

  Discussion was held regarding meeting with the Commissioners individually as quickly as possible; that NACo handles the money and works with CDBG, HUD, and FEMA; appreciation for the work NACo had done during COVID; that they had not heard anything negative about how the monies had been spent with the Counties; using NACo to know all the rules and if they had any issues; and Lee County.

- Mr. Carballa spoke regarding a thank you letter drafted for the Federal Delegation for any work that had been done behind the scenes to bring that money to Pasco and that it had been addressed from the Chair.

  COMMISSIONER OAKLEY MOVED approval to have the letter signed by the Chair; **COMMISSIONER YEAGER SECONDED.**

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

- He spoke regarding the upcoming Tri-County Regional Roundtable meeting at the Ruth Eckerd Hall, looking forward to meeting with the rest of the Boards, the presentation from Tampa Bay Water, the brief discussion on the MPO/TPO merger, the opioid funding, the Legislative discussion and what they had done individually as a group for the region, and Pasco County would be hosting the next meeting.

  Discussion was held regarding the meeting being valuable and encouraging everyone to put importance on their calendar; working together; the Four River Project; and inviting at least one Board member from the Cities to attend a meeting.

Miscellaneous Business – County Attorney

- Mr. Steinsnyder spoke regarding the CDBGDR program, discussions between him and the Administrator, that the program was different with more strings, bringing the program forward, and how the money was going to be spent.

  Chairman Starkey noted that it was a reimbursement.

Miscellaneous Business – Clerk and Comptroller

- Mr. Harold Sample noted that N102 was the 2025 Annual Audit Plan that was established after conducting a risk assessment, and that the Inspector General had interviewed the County's and the Clerks Office's management teams. He noted Ms. Alvarez-Sowles expressed her appreciation to the County and the Clerk's management team for their efforts during the risk assessment and the Inspector General had looked forward to working with the County and Administration management teams throughout the year.

Miscellaneous Business – Sheriff

- Absent.

THE BOARD RECESSED AT 12:02 P.M. AND RETURNED AT 1:33 P.M. ALL COMMISSIONERS WERE PRESENT. MS. ALVAREZ-SOWLES WAS REPRESENTED BY MR. HAROLD SAMPLE, DEPUTY CLERK, FOR THE AFTERNOON SESSION.

Public Hearings

Proposed Ordinances at 1:30 p.m.

P52 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Large-Scale Comprehensive Plan Amendment To The Future Land Use Element Map Series Map 2-13, Rural Areas To Remove The Subject Area; And Map 2-22, Urban Service Area To Change The Designation Of The Subject Area From Urban Expansion Area To Urban Service Area; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.

File Number PDE25-0096
Comm. Dist. All
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

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

COMMISSIONER WEIGHTMAN MOVED approval to continue to the March 11, 2025 Board of County Commissioners meeting at 1:30 p.m. in Dade City; **COMMISSIONER MARIANO SECONDED.**

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

P53 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 21) From RES-12 (Residential-12 Du/Ga) To OF (Office) And CON (Conservation Lands) On Approximately .95 Acres Of Real Property Located On The North Side Of SR-54 Approximately 150 Feet West Of The Intersection Of Camp Indianhead Road And SR-54; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.

File Number PDE25-0015
Comm. Dist. 2
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

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

P54 An Ordinance Amending Pasco County Ordinance No. 20-23, As Amended, Contracting The Boundaries Of The North AR-1 Of Pasco Community Development District Pursuant To Chapter 190, Florida Statutes; Providing For Miscellaneous Provisions; Providing For An Effective Date.

File Number PDE25-0040
Comm. Dist. 4
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

Discussion was held regarding what was before the Board.

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

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

P55 An Ordinance Amending Pasco County Ordinance No. 18-01, As Amended, Contracting The Boundaries Of The Epperson Ranch II Community Development District Pursuant To Chapter 190, Florida Statutes; Providing For Miscellaneous Provisions; Providing For An Effective Date.

File Number PDE25-0041
Comm. Dist. 1
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

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

P56 An Ordinance Amending Pasco County Ordinance No. 16-07, As Amended, Contracting The Boundaries Of The Mirada Community Development District Pursuant To Chapter 190, Florida Statutes; Providing For Miscellaneous Provisions; Providing For An Effective Date.

File Number PDE25-0042
Comm. Dist. 1
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

Mr. Sample called the roll; the vote was unanimous and the motion carried with Commissioner Yeager absent from the vote.

P57 An Ordinance Amending Pasco County Ordinance No. 18-33 Expanding The Boundaries Of The Mirada II Community Development District Pursuant To Chapter 190, Florida Statutes; Providing For Miscellaneous Provisions; Providing For An Effective Date.

File Number PDE25-0043
Comm. Dist. 1
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

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

P58 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 22) From RES-6 (Residential 6 – Du/Ga) To COM (Commercial) On Approximately 0.94 Acres Of Real Property Located At Southeast Corner Of The Intersection Of Veridian Way And SR 54; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.

File Number PDE25-0047
Comm. Dist. 2
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

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

P59 An Ordinance Establishing New Port Corners Community Development District Pursuant To Chapter 190, Florida Statutes; Providing For Authority And Power Of The District; Providing For Powers And Duties Of The District; Providing For The Board Of Supervisors Of The District; Providing For The District Budget; Providing For Functions Of The District; Providing For Miscellaneous Provisions; Providing For An Effective Date.

File Number PDE25-0080
Comm. Dist. 4
Recommendation Approve

Mr. Sample noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, read the item into the record and spoke regarding that there was an updated Ordinance that was submitted and circulated to be consistent with what was advertised.

There was no public comment.

COMMISSIONER OAKLEY MOVED approval to adopt with the updated revised Ordinance; **COMMISSIONER WEIGHTMAN SECONDED.**

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

Public Hearings at 1:30 p.m.

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

Mr. Sample swore in those who planned to present testimony.

COMMISSIONER MARIANO MOVED approval of the Public Hearing Consent Agenda which included Agenda items P61, P62, and P63; **COMMISSIONER OAKLEY SECONDED.**

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

P60 Comprehensive Plan Amendment (Consent) - CPA24(06) Wells, Wellfields, & Wellhead Protection Areas Map Amendment – Providing for Transmittal of a Comprehensive Plan Amendment to the Future Land Use Map 2-1 Wells, Wellfields, & Wellhead Protection Areas; Providing For Additional Text Amendments as Necessary For Internal Consistency

File Number PDE25-0061
Comm. Dist. All
Recommendation Approve

Mr. Sample noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, read the item into the record and spoke regarding that it would result in a County Initiated Ordinance, requirements it would be subjected to, and a typo on the Agenda Memo.

Mr. John Henry, Director of Utilities for Hudson Waterworks, spoke regarding his appreciation to the County and wanting to continue to work with them.

Discussion was held regarding those present to speak and how the item came forward.

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

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

P61 Comprehensive Plan Amendment (Consent) - CPA24(11) ADU Text Amendment - Providing for Transmittal of Text Amendments to Chapter 2, Future Land Use Element Appendix Section FLU A-6, the Official Land Use Map; Chapter 6, Housing Element; the Glossary; and Providing for Additional Text Amendments as Necessary for Internal Consistency; Providing for Repealer, Severability, and an Effective Date.

File Number PDE25-0062
Comm. Dist. All
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

P62 Zoning Amendment (Consent) – Sarah Jones/Barnyard Rezoning – Change in Zoning from a A-C Agricultural District to a A-R Agricultural-Residential District – Northeast Pasco County – East Side of Powerline Road, Approximately 1/4 Mile North of Frazee Hill Road – Containing Approximately 6.03 Acres

File Number PDE25-7839
Comm. Dist. 1
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

P63 Development Agreement (Consent) - Hawk Longleaf, LLC. - To Design, Permit, and Construct Roadway Widening in Exchange for Cash Reimbursement – West Pasco - On Starkey Boulevard from South of Marsha Drive to North of Fanning Springs Drive North
File Number TED25-0018
Comm. Dist. 3
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

P64 Comprehensive Plan Amendment (Regular) - CPA24(05) Rural Area 4 and Urban Expansion Area Maps to Adjust Boundaries – Providing for Transmittal of a Comprehensive Plan Amendment to the Future Land Use Maps 2-13 Rural Areas and Map 2-22 Urban Service Area
File Number PDE25-0018
Comm. Dist. All
Recommendation Approve

Mr. Sample noted the proof of publication.

Ms. Amy Tull, Planning, Development and Economic Growth, used a PowerPoint presentation to review the item and spoke regarding requirements it would be subjected to as it was Staff Initiated and a typo on the Agenda Memo.

Ms. Barbara Wilhite spoke regarding errors, inconsistent mapping, specific projects that did not have to do with the item, meeting with Staff, development agreements, roadway improvements, infrastructure needs, and a request to move the item forward.

Discussion was held regarding apartments that were coming; infrastructure concerns; Shady Hills; the Del Webb development; sidewalks; a development approved recently; 60 and 70 foot lots; roadway widening; congestion concerns; the CIP; funding; working with developments; impact fees; pipeline projects; that it was important to fix the mistake and move forward; and being proactive.

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

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

Noted Items

Agenda Items N65 through N136 were noted.

Addendum

Consent

AC137 Amended and Restated Subrecipient Agreement – Youth and Family Alternatives, Inc. – Speer Laundry Facility – No Funding Required
File Number CD25-0022
Comm. Dist. All
Recommendation Approve

The item was approved as part of the Consent Agenda.

AC138 Agreement – Florida Division of Emergency Management (FDEM) and Pasco County – Emergency Road Access Team Equipment – No Funding Required
File Number FR25-1339
Comm. Dist. All
Recommendation Approve

The item was approved as part of the Consent Agenda.

Public Hearings

AP139 Zoning Amendment (Continuance) – Tall Timbers MPUD – Xtreme Team 41, LLC – Rezoning Request from an A-C Agricultural District to a CC-MPUD Connected City Master Planned Unit Development District to Allow for the Development of 380 Multi-Family Dwelling Units and 180,000 Square Feet of Non-Residential Uses and Associated Infrastructure on Approximately 38 Acres, Located in Connected City within the Community Hub Special Planning Area
File Number PDE25-7651
Comm. Dist. 1
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

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

There was no public comment.

Discussion was held regarding that the item was added as an addendum as a continuance; the legalities of proper notice; when it had been continued from a previous meeting; and what action they could take.

COMMISSIONER MARIANO MOVED approval to continue to the February 11, 2025 Board of County Commissioners meeting at 1:30 p.m. in Dade City; **COMMISSIONER YEAGER SECONDED.**

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

AP140 Zoning Amendment (Continuance) – Crossways MPUD – Crossways 301 LLC – Rezoning Request from an A-C Agricultural Zoning District to an MPUD Master Planned Unit Development District to Allow for the Development of Up to 40 Single-Family Detached Dwelling Units and Associated Infrastructure on Approximately 29.5 Acres Located in East Pasco Directly East of Old Lakeland Highway, 0.2 Miles East and 0.1 Miles North of U.S. Highway 98
File Number PDE24-7683
Comm. Dist. 1
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

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

Walk-Ons

There was none.

Post Meeting Materials

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

Adjourn

Commissioner Weightman left the meeting at 10:27 a.m. and returned to the meeting at 10:29 a.m.

Commissioner Yeager left the meeting at 11:26 a.m. and returned to the meeting at 11:29 a.m.

Commissioner Yeager left the meeting at 1:42 p.m. and returned to the meeting at 1:43 p.m.

The meeting adjourned at 2:20 p.m.

BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING/REZONINGS
KATHRYN STARKEY
CHAIRMAN PRESIDING
JANUARY 14, 2025

APPROVED IN REGULAR SESSION JANUARY 20, 2026

(SEAL)

JACK MARIANO, CHAIRMAN
APPROVED ON JANUARY 20, 2026

ATTEST:

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

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

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CO26-0135 **DATE:** 1/20/2026

SUBJECT: Board of County Commissioners Regular Meeting/Rezoning January 28, 2025 – 10 A.M.

AGENDA SECTION: Consent Agenda

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. BCC 01-28-2025 - APPROVAL

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

ANNOTATED MINUTES

JANUARY 28, 2025

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

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

10:00 A.M.

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

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

Call To Order

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

Invocation
Pledge of Allegiance

Mr. Sample gave the Invocation and led the Pledge of Allegiance to the Flag.

Roll Call

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

Public Comment

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

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

Pastor Troy Pederson, Mr. Reagan Weiss, Hub Charities, Ms. Amanda Hart, Mr. Bruce Bumstead, Ms. Valarie Lafrance, Ms. Wanda Chasnoff, Ms. Irene Welch, Reverand William Bowles, Mr. Allen Rose, and Mr. Peter Doty spoke regarding America; the Inauguration; prayer; prayer groups; that prayer requests could be emailed; quoted scripture; Hub-o-Ween; the sponsors; traffic; their appreciation; selective enforcement; mining operations; trucking companies; permits; complaints; dirt that was being moved; transfer stations; the Community Chaplin for Pasco County; the Agenda; discernment; Commissioner Mariano and his help; flooding; a homeless camp; residents on oxygen; the fires; the improvement of Green Key; that a child was attacked; responses that the communities had been given; that there was still trafficking; prostitution; drugs; the tents that were up; the State Stone; that there was no place to display them; examples that were brought in; that they came from Pasco County; a shrine that was built in Saint Leo; waterway issues; impaired waterways; the Master Plan; damage from the hurricanes; an offshore barrier island; Code Enforcement; overbuilding in the County; that there was no water; roadways; violations; fines; speeding; and DOT.

Mr. Keith Wiley, Director of Parks, Recreation and Natural Resources, spoke during the discussion.

Discussion was held regarding Hub-o-Ween weekend; road widening; the traffic; whether there was a no trespassing on the property; the amount of people living there; attacks on residents; the fires; flooding; the landowner; and appreciation to Mr. Chase Daniels, Undersheriff of Community Outreach Operations, for his help.

COMMISSIONER WEIGHTMAN MOVED to accept the donation to the parks; **COMMISSIONER OAKLEY SECONDED.**

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

Consent

COMMISSIONER WEIGHTMAN MOVED approval of the Consent Agenda with the exception of Agenda item C28 which had been pulled for discussion or revision and Agenda items C3 and C18 which had been withdrawn; **COMMISSIONER OAKLEY SECONDED.**

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

Internal Services - Facilities Management

C3 Amendment No. 1 to Task Order No. FM24-029 – Ajax Building Company, LLC – Fire Rescue Station No. 2 – $11,856,435.00
File Number FAC25-0039
Comm. Dist. 2
Recommendation Approve

The item was withdrawn.

Public Infrastructure - Transportation Engineering

C18 Task Order No. TED25-0035 – AtkinsRéalis USA Inc. – Design and Post Design Services for a Northbound Right Turn-Lane on the East Side of Shady Hills Road from Fringe Tree Drive to Shady Hills Elementary School – $154,980.24
File Number TED25-0035
Comm. Dist. 5
Recommendation Approve

The item was withdrawn.

Public Services - Parks, Recreation and Natural Resources

C28 Addition of the Lazy Rockin' A Ranch to the Environmental Lands Acquisition and Management Program Acquisition List – Parks, Recreation, and Natural Resources Department – To Add Parcel ID Nos. 28-26-22-0000-00100-0000 and 33-26-22-00000-00200-0000 – No Funding Required
File Number PRN25-0038
Comm. Dist. 1
Recommendation Approve

Mr. Keith Wiley, Director of Parks, Recreation and Natural Resources, spoke during the discussion.

Discussion was held regarding recognizing the work of the County's ELAMP program working with landowners; the land in Crystal Springs; the acquisition; the connection to other properties; the Ecological Planning unit; appreciation to Commissioner Weightman; and the property recently bought on Trouble Creek.

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

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

Regular

Internal Services - Office of Management and Budget

R30 BCC Discussion on Fiscal Year 2026 Budget
File Number OMB25-0028
Comm. Dist. All
Recommendation Presentation Only

Ms. Amielee Farrell, Budget Director, used a PowerPoint presentation to review the item and give an update.

Mr. Jason Mickel, Director of Public Works, used a PowerPoint presentation to review the Road Rehabilitation Services Program.

The Honorable Shawn Crane, Chief Judge of Pinellas and Pasco County Sixth Judicial Circuit, The Honorable Bruce Bartlett, State Attorney, and The Honorable Sara Mollo, Public Defender, spoke regarding the need for a criminal courthouse in the middle of the County; the ratio of courtrooms to judges; the growth in the county; studies and surveys; community safety; notes from Mr. John Gallager; the amount of judges and courtrooms

on the west and east side; a way to take people in and out of jail; the jail expansion; crime; prosecutors; staffing issues; supervisor levels; that the FTEs have not grown; and the economic benefits of consolidating.

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

Discussion was held regarding the 9-1-1 calls; how much Fire and EMS were up; the amount of calls they tracked in a year; glass recycling and disposing; PAW Materials; the cost; low area housing; the Holy Ground Shelter; the Sunrise Recovery Center; State Representatives for Lobbyists; septic to sewer; Sea Pines; funding; homelessness on the east side of the county; the landowners; what San Francisco did; the Panhandling Ordinance; the right-of-way safety units; Brazilian Peppers and invasive species; trespassing; a family that was going to move into Starkey Wilderness; organizations that would help displaced people; mobility fees; HUD money; helping small businesses; coastal communities; mobile homes in an AE zone; raising homes; the national flood insurance program; that the hurricanes did not slow them down; dirt roads and roads not up to par; the Road MSTU; PVAS; that the dollars invested extended the life of the roads; FDOT; a threat that was made; the millage; the Parks MSTU; tolls into Pasco; the Super Park; money for maintenance; GO Bonds; Capital Impact Fees; a Public Safety Impact Fee; caseloads; the Liberty Building; money; public safety; the courthouse on the east side; civil and criminal; the estimate that the Facilities Management Department gave; security; funding mechanisms; appropriations; District Courts of Appeal; the Bernie McCabe District Courthouse; a civil courthouse in Pinellas that was going to be built; the transportation issues; the jail expansion and layout of the campus; bonds; when the local jail was shut down; the separate shells; a previous meeting at the Cultural Center; the lobbyists; and tax abatements.

The item was for information only.

Public Services - Support Services

R31 Presentation for Agreement with BayCare Behavioral Health, Inc.
File Number SPS25-0008
Comm. Dist. All
Recommendation Presentation Only

Ms. Tracy Kaly, Director of Operations for BayCare Behavioral Health, used a PowerPoint presentation to review the item and spoke regarding BayCare Behavioral Health, that they had their own graduate medical education program, the Integrated Stabilization Unit, the west Pasco campus, and a ribbon cutting that would happen.

Discussion was held regarding a prior meeting; the tri-county meeting; the new campus that would be opening; NACo; the opioid settlement dollars; the task force; the

Behavioral Health Urgent Care; the different services; funding and grants; and Steps to Recovery program for veterans.

The item was for information only.

Updates from Chairman-Appointed Boards and Committees

The updates were provided under Miscellaneous Business.

Miscellaneous Business – District One – Commissioner Oakley

- Commissioner Oakley gave an update on Tampa Bay Water and spoke regarding water that was permitted, the production of grass, pumping approval, public comment, the City of Zephyrhills water, desal water, saltwater wells, and a reservoir.

  Discussion was held regarding ag wells; the Howard Curren water; projects that would add water to the system; seagrass in the Bay; advanced wastewater treatment; reclaimed water; the documents distributed by Commissioner Mariano; FGUA properties; a discussion with U.S. Water; well credits; money; and water rights.

- He displayed pictures and spoke regarding his attendance at the 2025 Emergency Services Recognition Ceremony and that he spoke at the Ceremony.

- He displayed pictures and spoke regarding his attendance at the Moffitt site tour and development update, proton therapy, radiation treatments, cell production, new hospitals, that Advent was putting in 124 new beds, and the clinic.

- He spoke regarding that he met with HCA and Mr. Mike Irvan, CEO, that they paid ad-valorem tax to Pasco County, that he was willing to team up to help with projects, and a tour of the hospital.

  Discussion was held regarding the hospital.

- Later in the meeting, Commissioner Oakley spoke regarding that he missed the Tri-County meeting and a WREC retirement party.

- He spoke regarding that Metropolitan Ministries had reached out for 30 arm passes.

  Discussion was held regarding the ride passes; the prices; that there was a boycott at the fair; and when the fair was.

Miscellaneous Business - District Two - Commissioner Weightman

- Commissioner Weightman gave an update on the Spring Coast Steering Committee and spoke regarding the funding, pots of money, CFI, the South Hillsborough County Transmission Line Project, the Polk Regional Cooperative, what it was capped at, the long term funding plan, the Basin Management Action Plan (BMAP), projects that were submitted, and the score and rank of projects.

  Mr. Adolfo Gonzalez, Director of Utilities Engineering and Contract Management, and Mr. Doug Anderson, Facilities Management, spoke during the discussion.

  Discussion was held regarding what they were asking for the project; the total project cost; the applicant share; the Steering Committee dates; the cost for nitrogen removal; grants they had applied for; the design cost; the cooperative funding; projects ranked; Aripeka; septic to sewer; Sea Pines; and the BMAP.

- He spoke regarding appreciation to Senator Fasano for inviting them to the groundbreaking of a new location.

- He spoke regarding the tax discussion, broaching the 40 percent of new revenue that went to the Sheriff's Department, a Law Enforcement MSTU, the Constitutional Officers, and budgets.

  Discussion was held regarding the MSTU; the Sheriff's budget; the first budget cycle; the Fire MSTU; and the opportunities that it would give the Constitutionals.

- He spoke regarding the prayer and a prayer a clerk did at a YMCA breakfast a few years ago.

  Discussion was held regarding the prayer; what the other counties did; a non-denominational prayer; what the State Legislature did; the reason the prayer was developed; and a time of silence.

Miscellaneous Business - District Three - Commissioner Starkey

- Chairman Starkey gave an update on the Tourism Development Council and spoke regarding that the numbers were up, events in Pasco County, and writers at the Kumquat Festival.

  Discussion was held regarding the Senior Games and the golf game.

- She displayed pictures and spoke regarding her attendance at the Pasco EDC Economic Forecast Luncheon.

- She displayed pictures and spoke regarding the South Harbors Leadership Council, the Trinity Odessa Leadership Council, and who presented.

- She spoke regarding that she was awarded one of the Women of Distinction awards, Commissioners who were in attendance, that there was a luncheon on March 12th, and appreciation to the Girls Scouts of West Central Florida.

- She displayed pictures and spoke regarding her attendance at the Tri-County Workshop, the opioid discussion, and the Commissioners from Hillsborough.

  Discussion was held regarding the Tri-County Workshop; the pictures from the meeting; that the next meeting was May 2nd; the old Target building; City Councils and Mayors; the BRT; the Hillsborough MPO and their TPO; TMA and CSX; HUD money; and when the action plans were due.

- She spoke regarding the five Cricut machines she donated to the Cultural Center, what the Cricut machine was, classes, and businesses on Etsy.

- She displayed pictures and spoke regarding the 11th Annual Manufacturing Dinner, the AmSkills 10th Anniversary, who was in attendance, donor cards, and Maddy's Movement.

- She displayed pictures and spoke regarding the Moffitt site tour.

- She spoke regarding that AmSkills started a class for trafficked women, the centerpieces, when Moffitt visited, and the Created Class.

  Discussion was held regarding other counties that required a human trafficking course for vendors and employees who were mandated to take a course for awareness.

- She spoke regarding that she had asked Staff to test the Odessa Lakes for contamination.

- She spoke regarding a NACo housing discussion that Mr. Carballa and she participated in and a grant.

- She spoke regarding that she needed answers on SWFWMD, Starkey Ranch, and The Preserve.

- She spoke regarding something floating in the water behind her house in Gulf Harbors.

  Discussion was held regarding who was responsible; that it was a hazard in navigation; the location; and that pylons and channel markers were missing.

- Later in the meeting, she spoke regarding that she was not going to be at the next Board meeting.

- She spoke regarding the County Commission's first Food Distribution at Mile Stretch.

  Discussion was held regarding appreciation to those involved and who had helped; that there was a contractor that handled water debris; the Harbors South Leadership meeting; contacting the Solid Waste Department; and debris clean up.

- She spoke regarding citizens in Holiday that stated their water smelled.

  Discussion was held regarding appreciation to Staff; the pickup that went on; FEMA; and local businesses.

- She spoke regarding that the Legislative Conference was at the end of February and people in the White House.

  Discussion was held regarding whether they could extend their stay; appointments with elected officials; and Attorney General Bondi.

Miscellaneous Business - District Four - Commissioner Yeager

- Commissioner Yeager gave an update on the Human Trafficking Board and spoke regarding the Strategic Plan, budgeting, and TV ads.

- She spoke regarding recent alterations in the Florida Statute regarding towing, vehicles, and vessels, and Resolution 22-188.

  COMMISSIONER YEAGER MOVED approval to have the County Attorney look at the Ordinance for the towing; **COMMISSIONER MARIANO SECONDED.**

  Discussion was held regarding towing companies; General Fund liability; and the Sea Ranch Walmart parking lot.

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

- She displayed pictures and spoke regarding that she had spoken at the USF REACH Program.

- She displayed pictures spoke regarding a veteran who worked for free to get shelter, Pasco Proud, and that she partnered with firefighter charities.

Miscellaneous Business - District Five - Commissioner Mariano

- Commissioner Mariano gave an update on Tampa Bay Water and spoke regarding the Water Awards, a presentation done with the Tampa Bay Butterfly Foundation, the tree mitigation fund, and sponsorship funding while the flyer was displayed.

- He spoke regarding the homeless population and Brazilian Peppers.

  Discussion was held regarding Cogan grass and Brazilian Peppers.

  COMMISSIONER MARIANO MOVED approval to have Staff bring back something about a Brazilian Pepper Ordinances that they could look to implement; **COMMISSIONER YEAGER SECONDED.**

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

  Discussion followed regarding clarification of the motion.

- He spoke regarding the company that took over NiFlorida, that they were in violation of the Florida Administrative Code Rules and its Tariff, the violations, and sewer and water.

Miscellaneous Business - County Administrator

- Mr. Carballa spoke regarding his appreciation to the Board, strategic plan, and the budget.

- He spoke regarding an auditing agreement and engagement letters.

  COMMISSIONER MARIANO MOVED approval to delegate authority to the County Administration to sign these and all future engagement letters under the agreement with CRI dated September 20, 2022; **COMMISSIONER YEAGER SECONDED.**

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

- He spoke regarding Agenda Item C3 which had been withdrawn earlier in the meeting, that the reason it had been withdrawn was due to a budget amendment not being in place, and a request to make the award once the mechanics of the budget amendment was finalized and for him to sign the agreement and they could move forward with it.

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

COMMISSIONER WEIGHTMAN MOVED approval to make that award once the mechanics of the budget amendment was finalized and have the County Administrator sign the agreement so they could move forward.

Discussion was held regarding specialty contracts; GO Bonds; and a meeting that was held.

The motion was withdrawn.

Miscellaneous Business - County Attorney

- Mr. Steinsnyder spoke regarding the Statute on holding bond referenda and the elections.

  Discussion was held regarding the budget chart; the funding; and where they ranked in the State for the number of deputies.

Miscellaneous Business - Clerk and Comptroller

- No items.

Miscellaneous Business - Sheriff

- Absent.

THE BOARD RECESSED AT 12:03 P.M. AND RECONVENED AT 1:31 P.M. ALL COMMISSIONERS WERE PRESENT.

Public Hearings

Proposed Ordinances at 1:30 p.m.

P32 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 18) From RES-6 (Residential 6- Du/Ga) To IL (Industrial-Light) On Approximately 1.80 Acres Of Real Property Located At The Southeast Corner Of The Intersection Of Alderman Lane And Rowan Road; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.

File Number PDE25-0050
Comm. Dist. 4
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

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

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

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

P33 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 12) From RES-3 (Residential - 3 Du/Ga) And AG (Agricultural) To PD (Planned Development) On Approximately 100.8 Acres Of Real Property Located At The Southeast Intersection Of US 41 And Leland Avenue And 1.1 Miles North Of S.R. 52; And A Text Amendment Creating Subarea Policy Flu 7.1.72 – Fletcher; And A Map Amendment To The Future Land Use Map 2-9 Adding Subarea Map 2-9(72) Fletcher; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.

File Number PDE25-0060
Comm. Dist. 1
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

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

COMMISSIONER MARIANO MOVED approval to continue to the March 25, 2025 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER WEIGHTMAN SECONDED.**

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

P34 An Ordinance Establishing Northridge Community Development District Pursuant To Chapter 190, Florida Statutes; Providing For Authority And Power Of The District; Providing For Powers And Duties Of The District; Providing For The Board Of Supervisors Of The District; Providing For The District Budget; Providing For Functions Of The District; Providing For Miscellaneous Provisions; Providing For An Effective Date.

File Number PDE25-0034
Comm. Dist. 5
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

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

P35 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Small-Scale Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 3) From COM (Commercial) To RES-6 (Residential 6 – Du/Ga On Approximately 2.57 Acres Of Real Property Located At The Corner Of The Northwest Intersection Of Hudson Ave and Hicks Road; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.

File Number PDE25-0046
Comm. Dist. 5
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

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

P36 An Ordinance Establishing The Two Ridges Community Development District Pursuant To Chapter 190, Florida Statutes; Providing For Authority And Power Of The District; Providing For Powers And Duties Of The District; Providing For The Board Of Supervisors Of The District; Providing For The District Budget; Providing For Functions Of The District; Providing For Miscellaneous Provisions; Providing For An Effective Date.
File Number PDE25-0085
Comm. Dist. 2
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

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

Public Hearings at 1:30 p.m.

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

Mr. Sample swore in those who planned to present testimony.

COMMISSIONER OAKLEY MOVED approval of the Public Hearing Consent Agenda which included Agenda items P40, P41, and P42; **COMMISSIONER MARIANO SECONDED.**

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

P37 Zoning Amendment (Continuance) – Fletcher MPUD – Mary L Fletcher Rev. Trust and Richard D. Fletcher – Rezoning Request from an A-C Agricultural District and an R-1MH Single-Family/Mobile Home District to an MPUD Master Planned Unit Development District to Allow for the Development of 350 Multi-family Apartment Dwelling Units, 160 Townhome Dwelling Units, and 100,000 Square Feet of Commercial and Associated Infrastructure on Approximately 100.6 Acres Located in North Central Pasco

File Number PDE25-7739
Comm. Dist. 1
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

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

There was no public comment.

COMMISSIONER OAKLEY MOVED approval to continue to the March 25, 2025 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER WEIGHTMAN SECONDED.**

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

P38 Zoning Amendment (Continuance) – HCM Hospitality LLC – Change in Zoning from a C-2 General Commercial District and MF-1 Multiple-Family Medium Density District to an MF-1 Multiple-Family Medium Density District – West Central Pasco County – East Side of US Highway 19, Approximately 950 Feet South of State Road 52– Containing Approximately 4.44 Acres

File Number PDE25-7818
Comm. Dist. 5
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

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

Discussion was held regarding public comment.

COMMISSIONER MARIANO MOVED approval to continue to the February 25, 2025 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER OAKLEY SECONDED.**

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

P39 Zoning Amendment (Continuance) – Rowan Rd LLC/Deeb Industrial – Change in Zoning from a PO-2 Professional Office District to a I-1 Light Industrial Park District – Southwest Pasco County – Southeast Corner of the Intersection of Rowan Road and Alderman Lane – Containing Approximately 1.80 Acres

File Number PDE25-7840
Comm. Dist. 4
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

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

COMMISSIONER OAKLEY MOVED approval to continue to the March 25, 2025 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER WEIGHTMAN SECONDED.**

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

P40 Zoning Amendment (Consent) – New York Ave Business Park LLC/Diagonal Road Business Park – Change in Zoning from a R-2 Low Density Residential District and C-2 General Commercial District to a I-1 Light Industrial Park District – Northwest Pasco County – Southeast Corner of the Intersection of Diagonal Road and New York Avenue – Containing Approximately 16.84 Acres

File Number PDE25-7785
Comm. Dist. 5
Recommendation Approve

Mr. Sample noted the proof of publication.

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

Discussion was held regarding whether there were Live Local Act provisions.

There was no public comment.

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

P41 Zoning Amendment (Consent) – Lake Park MPUD – Hudson Avenue Land Company - Rezoning Request from a C-2 General Commercial Zoning District and MPUD Master Planned Unit Development District to a New MPUD Master Planned Unit Development District to Allow for the Development of Up to 100 Single-Family Detached Dwelling Units and Associated Infrastructure on Approximately 57.40 Acres Located in Northwest Pasco County, Directly North of Hudson Avenue, and Directly West of Hicks Road

File Number PDE25-7794
Comm. Dist. 5
Recommendation Approval with Conditions

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

P42 Zoning Amendment (Consent) – Citrico Alliance LLC – Change in Zoning from a A-C Agricultural District and a C-2 General Commercial District to a A-C Agricultural District and a C-2 General Commercial District – West Central Pasco County – South Side of Ridge Road, Approximately One-quarter Mile East of Little Road – Containing Approximately 9.92 Acres

File Number PDE25-7841
Comm. Dist. 4
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

P43 Petition to Vacate a Portion of a Platted Ingress/Egress and Utility Easement (Regular) – Shooting Star Court, Lots 41 and 42, New Port Richey – Sunfield Homes, Inc. and Orsi Development, Inc.
File Number FAC25-0058
Comm. Dist. 3
Recommendation Approve

Mr. Sample noted the proof of publication.

Ms. Joann Ravida, Real Property Division, used a PowerPoint presentation to review the item.

Ms. Patricia Buck, Orsi Development, spoke regarding when it was originally platted, the parcels, and that the development plans were opposed.

Discussion was held regarding the land behind the property; the document that was distributed; the platted lots; the easement; that there was no upland land; that it was in the flood plain; connection to roads; where they would build; water and sewer; and trespassing.

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

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

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

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

P44 Roadway Transfer Agreement and Resolution to Change Official Street Names (Regular) – Florida Department of Transportation (FDOT) and Pasco County – State Road 54 from State Road 581 to US Highway 301 and State Road 581 from State Road 56 to State Road 54/Wesley Chapel Boulevard - No Funding Required
File Number TED25-0008
Comm. Dist. 1, 2
Recommendation Approve

Mr. Sample noted the proof of publication.

Mr. Nick Uhren, County Engineer, used a PowerPoint presentation to review the item.

Ms. Rachel Torres spoke regarding the proposed transfer of State Road 54 and State Road 581, the improvements, the direct oversight, housing shortages, and effective traffic management.

Discussion was held regarding the widening of Wesley Chapel Boulevard; State Road 581; the construction of 56; Bruce B. Downs Boulevard; and their appreciation.

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

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

Noted Items

Agenda Items N45 through N51 were noted.

Addendum

There was none.

Walk-Ons

There was none.

Post Meeting Materials

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

Adjourn

Commissioner Yeager left the meeting at 11:17 a.m. and returned to the meeting at 11:21 a.m.

The meeting adjourned at 3:32 p.m.

BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING/REZONINGS
KATHRYN STARKEY
CHAIRMAN PRESIDING
JANUARY 28, 2025

APPROVED IN REGULAR SESSION JANUARY 20, 2026

(SEAL)

JACK MARIANO, CHAIRMAN
APPROVED ON JANUARY 20, 2026

ATTEST:

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

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

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CO26-0136 **DATE:** 1/20/2026

SUBJECT: Board of County Commissioners Regular Meeting/Rezoning February 11, 2025 – 10 A.M.

AGENDA SECTION: Consent Agenda

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. BCC 02-11-2025 - APPROVAL

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

ANNOTATED MINUTES

FEBRUARY 11, 2025

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

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

10:00 A.M.

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

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

Call To Order

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

Invocation
Pledge of Allegiance

Mr. Sample gave the Invocation and led the Pledge of Allegiance to the Flag.

Roll Call

Mr. Sample called the roll. All Commissioners were present with the exception of Chairman Starkey who was absent.

Public Comment

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

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

Ms. Kimberly Barnes spoke regarding flooding and damages caused by Hurricane Milton, issues that began after the Heritage Hills development was built, flooding caused by a pop out drain, assistance that had previously been provided by Commissioner Oakley, calls made to the City of Dade City and SWFWMD, that they were still not in their home, and family history of the property.

Mr. Branford Adumuah, Assistant County Administrator for Public Infrastructure, was directed to speak with her.

Mr. Patrick Knight spoke regarding his home he had built in Hickory Hills, flooding that occurred, the tanker trucks, property erosion, a question on what the County was doing about the flooding in Hickory Hills, that he had been told the FEMA money had stopped, a question on what the County planned to avoid it happening again, a question on what steps were being taken to ensure the construction of Morningside Drive and the new development would not cause more flooding, and flooding that came days later from the Lake Jovita area.

Vice-Chairman Mariano noted they did not comment on public comment but told him that the Team was out there looking at it and were looking for a long term solution. He asked him to speak with Mr. Adumuah and Mr. Jason Mickel, Public Works Director.

Ms. Maureen Gontarek, HOA President for The Estates and Reserve of Beacon Woods, displayed a map and spoke regarding a brief history of their community, disruptions caused by the construction of Beacon Park, that the developer was not using proper construction routes, communication with County Staff and other entities, a cease and desist that had been sent out by the County to the developer, that construction vehicles

were still using their neighborhood, property damage, noise complaints, hazardous conditions, that there had been minimal response from the County, and that the developer had not been held accountable.

Mr. David Allen, Assistant County Administrator for Development Services, and Mr. David Engel, Planning, Development, and Economic Growth Director, were directed to speak with her and the residents.

Vice-Chairman Mariano noted the developer was the worst one he has worked with.

Mr. Victor Lemus spoke regarding continued flooding on the access road to his house, a visit by Commissioner Mariano, that it was a safety hazard and they had been locked out of their property for four months, there was no emergency access, that it was not acceptable, other neighbors that were fighting the same battle, that a short term and long term solution was needed, and asking them to be a part of the solution and not the problem.

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

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

Mr. Tom Frain, representing Betmar Acres Club Incorporated, and Mr. Scott Wachsmuth spoke regarding their concern that the Property Appraiser was charging them non-ad valorum special assessments in violation of Florida Statutes; the documents that were submitted; what former Attorney General Charlie Crist had stated in 2024; that they had been paying for years; discussions with the Property Appraiser's Office and the County Attorney's Office; the City of Gainesville versus the State and the Department of Transportation case rule; that the fees should be spread over the development; their request to be placed on the March Agenda so it could be discussed further; that they did not want to go to litigation; that the corporation should not be charged as a whole; and language from the Florida Statutes.

Vice-Chairman Mariano explained they would get with the County Attorney's Office to review and have them reach back out to set up a meeting.

Mr. Eric Clayton spoke regarding recent and past flooding in 2004 in the Hickory Hills area, visits to the property by Commissioner Oakley and Commissioner Mariano, that if the elevations were fixed, the water would move as it should, not being opposed to growth but that things needed to be fixed before the growth, comments made by former Commissioners, and wanting to see follow through.

Mr. Robert Tucker echoed Mr. Clayton's comments and spoke regarding flooding in 1998, how the water flowed, drainage ditches that had been reconfigured, the 2004 flooding, the elevation changes, pumps that were placed, and culverts.

Ms. Janine Duffy spoke regarding the new President, the citizens of Pasco County looking forward to seeing great things, various changes she hoped to see, doing what the people asked, and making better decisions for the residents.

Ms. Lisa Moretti spoke regarding the recent Planning Commission meeting, the Evans 80 Project, disrespect that was shown to the Members and County Staff by the applicant, discussions with the applicant and issues she encountered, concerns regarding the applicant's behavior at the meeting, and flooding issues in King Lake.

Ms. Donna Dileo spoke regarding flooding in the Ehren Cutoff area, water being pumped into her lake, Lennar pumping after being told to stop, building that was allowed by the Engineers, her family's history on the property, that there were no filters on the pumps and there was now bacteria and pollution in her lake, and that it had never happened like that in the past.

Mr. Jack Tew spoke regarding appreciation for the Board's service, a not-for-profit they had started, wanting to comply with Zoning, that was looking for direction and help finding a property to build a shelter, that he was wanting to give back, and his credentials.

COMMISSIONER WEIGHTMAN MOVED approval to receive and file documents submitted by Mr. Jack Tew; **COMMISSIONER OAKLEY SECONDED.**

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

Ms. Paula Chacon spoke regarding her property, flooding, what was accessible at her home, struggles she had faced trying to access her property, the water was now smelling and there were mosquitos, safety concerns, the lack of emergency access and waste management, and she requested their help.

She was directed to go downstairs to speak with the group that was speaking to those issues.

Vice-Chairman Mariano made a statement to let everyone know that their Team was working actively, that the Commissioners were working together, and that they were working towards the short term and the long term as well.

Resolutions

Commissioners Items - Commissioner Yeager

RS1 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Presenting Fivay High School's Fire Science Program With The Donation Of An E-One Typhoon Fire Pumper As A Token Of Appreciation For The Program's Partnership In Promoting Fire Science Education And Exposure To The Career Path To The Youth Of Pasco County

File Number CAO25-5114
Comm. Dist. All
Recommendation Approve

Mr. Sample read the Resolution into the record.

Dr. Lori Romano, Director of Career, Technical, and Adult Education for Pasco County Schools, Lieutenant Steve Smith, Fivay High School Fire Science Academy Instructor, and Mr. Ryan (a minor), student from Fivay High School, spoke during the discussion.

Chief Ryan Guynn, Fire Rescue, spoke during the discussion.

Discussion was held regarding excitement for presenting the Resolution; personal experiences with the School Board; being advocates of the academies and technical education opportunities for students; appreciation for the donation; appreciation to Fivay High School for everything they did inside and outside the classroom; appreciation to all in the County who made it possible; the continuing relationship between Fire Rescue and Fivay High School; growing in home Pasco County Firefighters; enhancing training capabilities; the success of the Fivay High School Fire Science Academy; learning about the program in Alachua County; appreciation to Fire Chief Guynn and his team's support and dedication; the profound impact it would have on the students' education and future careers; the students who were present; supporting the graduating students; the D shift; that it was for the good for the citizens of Pasco County; that it was a great way to retire a piece of equipment; improvements in Fire Rescue; and a desire to see a program for the students to be almost fully certified by the time they graduated high school.

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

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

Commissioners Items - Commissioner Mariano

RS2 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Commending The 2024 Star Performer, Star Leader, And Star Team Of The Year
File Number CAO25-5115
Comm. Dist. All
Recommendation Approve

Mr. Sample read the Resolution into the record.

Discussion was held regarding a personal story in Green Key; Pasco County being premier; going through the storms; issues that were continuing to be worked on; appreciation to Staff for their efforts; Employee Appreciation Day; working together as a team; the team stepping up; working in the public service field; representing the citizen's of Pasco County; appreciation to them working for Pasco County; and appreciation for their sacrifice, service, and dedication.

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

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

Consent

COMMISSIONER OAKLEY MOVED approval of the Consent Agenda with the exception of Agenda Item C15 which was withdrawn; **COMMISSIONER WEIGHTMAN SECONDED.**

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

Public Infrastructure - Transportation Engineering

C15 Change Order No. 6 to Task Order No. EDO21-011 – Florida Design Consultants, Inc. – Withlacoochee State Connector Trail North Design Services – $268,900.00
File Number TED25-0049
Comm. Dist. 1
Recommendation Approve

The item was withdrawn.

Regular

Legislative/Administrative - County Administrator

R30 (11:00 A.M. Time Certain) Pasco Economic Development Council Quarterly Update
File Number CA25-5013
Comm. Dist. All
Recommendation Presentation Only

Mr. Bill Cronin, President and CEO of Pasco Economic Development Council, used a PowerPoint presentation to review the Pasco EDC and Penny for Pasco Quarter 4 updates.

Discussion was held regarding capital investments; incubators for food events; new jobs; tangible taxes; State Level efforts; rents on leased buildings; competitiveness; changes over the last few years; industry associations; those who were impacted; that they had a great year; MPUDs in the pipeline; being a Premier County; continued growth; landscaping; keeping the rural atmosphere; the projects; people interested in our County; being one of the few counties that still had land; bragging about our Green Spaces; upcoming opportunities; a container homes company looking to locate in Pasco; suggested areas; the Energy Tech company; and scheduling Net Fest next year not in the same week as Chasco.

The item was for information only.

Updates from Chairman-Appointed Boards and Committees

- There was none.

Miscellaneous Business - District One - Commissioner Oakley

- Commissioner Oakley spoke regarding the AdventHealth Zephyrhills Cath Lab Ribbon Cutting while photographs were displayed.

- He spoke regarding speaking at the First Presbyterian Church in Dade City, an outline in what was going on in east Pasco County, and the flooding issues they have had while photographs were displayed.

- He spoke regarding attending the Governor's Day Luncheon, seeing Senator Wilton Simpson, that Mr. Moffit was named Citizen of the Year in the Tampa Bay Area, and others who were in attendance while photographs were displayed.

- He spoke regarding the recent Pasco County Fire Rescue Graduation, that the D-Shift was on its way and changes in the last few years with their support photographs were displayed.

- He spoke regarding participating in Employee Appreciation Day while while photographs were being displayed.

Miscellaneous Business - District Two - Commissioner Weightman

- Commissioner Weightman spoke regarding Employee Appreciation Day.

- He spoke regarding Pasco County hosting the 2026 Dixie Softball World Series at Starkey Park from July 17th through the 22nd, the teams that would be visiting, and the growth of softball.

- He spoke regarding another Live Local Act application that had been received for an existing luxury apartment complex which was a Canadian based company, that they were waiting to see what they said up in Tallahassee, and unintended consequences.

  Mr. David Goldstein, Chief Assistant County Attorney, and Mr. Ralph Lair, Intergovernmental Affairs Officer, spoke during the discussion.

  Discussion was held regarding Land Use decisions and the flexibility they had; the differences between the Comprehensive Plan and Quasi-Judicial; a suggestion to put a hard stop on apartments in Land Use decisions; saying no to Live Local; existing complexes; continuing to opt out every year; issues that were faced the first year; the complex Commissioner Weightman was referencing; an item that would be coming on the next Agenda; that new Land Use approvals with multi-family entitlements were made to waive the right to seek the tax exemption; vulnerability concerns after twelve to twenty-four months; keeping up inventory to maintain surplus; proposed House Bill 409 Adaptive Reuse of Land; the lobbyists that were hired; wanting to set up a meeting in the Governor's Office; the importance of Bed Taxes; that a Senator had made the statement in an article to revisit the Live Local Bill since there had been so much negativity from Local Governments; whether there would be a chance for a permanent opt-out provision; other Local Governments that were following Pasco County; what was hoping to be addressed moving forward; being forced to build rental stock; homeownership; that Live Local missed the mark; there was a deficit of owner occupied affordable housing; recent multi-family that had been approved; that there was a deficit in the lower income apartments; the trend of luxury apartments with out of state owners applying for the exemption; that a suggested project would be brought up later in the day; current conditions for approvals; the three projects that had previously applied; and that current new builds were not restricted on prices.

Miscellaneous Business – District Three – Commissioner Starkey

- Absent.

Miscellaneous Business - District Four - Commissioner Yeager

- Commissioner Yeager spoke regarding reading to the students at the Early Learning Coalition while photographs were displayed.

- She spoke regarding being invited to the African American Club of Pasco while a photograph was displayed. She noted they were trying to do great things with the youth and trying to get a historical marker for a house.

- She spoke regarding attending the Pasco County Fire Rescue Graduation while a photograph was displayed. She noted there were eighteen graduates.

- She spoke regarding attending the Ribbon Cutting for the Fifth-Third Bank in Lutz while a photograph was displayed. She noted they gave a check to AmSkills for $10,000.00.

- She spoke regarding Team Appreciation Day while photographs were displayed. She expressed how grateful she was for County Staff.

Miscellaneous Business - District Five - Commissioner Mariano

- Vice-Chairman Mariano spoke regarding public comment from earlier in the meeting pertaining to Beacon Park, that the development initially was supposed to access Buffalo Drive but at another hearing it was changed to the Agua Clara Drive, advantage that had been taken of the public roads, a past decision made by Staff to allow flexibility to do certain things, his desire to undo the flexibility from Staff because they over ruled the Public Hearing, wanting to bring the Ordinance back to them so they can reverse it and give the power back to the Commission, and that he did not want it to happen again.

  Mr. David Allen, Assistant County Administrator for Development Services, and Mr. David Engel, Planning, Development, and Economic Growth Director, spoke during the discussion.

  Discussion was held regarding wanting to find out why it happened that way and the reasons; when there was a Development Review Committee; the past Site Plan approval process with Public Hearings; the rationale for the change; that the issue discussed was not with the Site Plan but rather the access; whether or not deviations from the Site Plan should be approved administratively or not which was up to the Board; the current approval levels and processes; another issue

that occurred in the particular project which was the construction haul route was tied to moving dirt on and off the site through an excavation permit that they then chose not to use; that County Staff did not stop them from using the roads because there was no Condition that was legally enforceable to do so; that the developer was Southern Impressions; the challenges; the nature of the area; difficulties with the request; the volume of work that was processed; working around the deviations; the past documents; a past haul route Condition and asking how it disappeared; whether there were red-lines; that the property owner had changed; the legal opinion that the Site Plan issued by Staff superseded the 2006 approval; approval revisions; the two different Staff approvals; how they could change the rule; the conditions of the roads and concerns with the life of the road that had been eroded away; a hope that the developer would hear the public's uproar and be a good partner to help clean it up; a meeting with the Officers of Beacon Park Homeowners Association to discuss the situation with them; doing research; that Compliance had been engaged; discretionary deviations from Board Policy; the recent reconsolidation of Current Planning and Planning and Development Departments; measures that were in place to ensure it did not happen again; a SOP that was being developed requiring supervisory approval of all the plans and permitting before they were executed; the planning check that was instituted at the Current Planning Division; how the decision would have been handled today; issues neighbors had encountered with the contractors; photographs that were displayed from the neighborhood; sinkholes and wetlands in the area and settling that was occurring; wanting to have it brought back to be looked at; infill projects; thoughtful design; having teammates looking at holistic pictures; and appreciation for the conversation.

- He spoke regarding Crela Estates, changes to the development, land that had been raised up, where the water was going to go, berms, the lack of buffering, and that it was poorly designed for the people while photographs were displayed.

  Discussion was held regarding issues found with infill; land being raised up; needing to watch how things were built; City Annexations; and it needed to be better.

- He spoke regarding joining the VFW Auxiliary with his Dad and others while photographs were displayed.

- He spoke regarding someone he would be doing a Resolution for at the next meeting at 1:30 p.m. who was 100 years old and a World War II Veteran while photographs were displayed.

- He spoke regarding visiting the Eagles, a gentleman with a shirt that said, "Been Through Helene and Back" and a gender reveal while photographs were displayed.

- He spoke regarding a visit to Saint Leo University, people who were in attendance, the nursing school, and the robots while photographs were displayed.

- He spoke regarding the Regional Planning Council he attended and apologized for missing the Employee Appreciation Day. He noted the upcoming Resiliency Summit, the Agenda he saw and had sent a copy to the Board, items he wanted them to look at, the panels they had and should have, and those who should be in attendance.

  Discussion was held regarding the Agenda and the phenomenal work of Mr. Kevin Guthrie, Executive Director for the Florida Division of Emergency Management.

Miscellaneous Business - County Administrator

- Mr. Carballa spoke regarding Team Appreciation Day. He expressed his appreciation to everyone who came out to support their team members.

- He spoke regarding public comment earlier in the meeting pertaining to flooding and reminded the Board they would have a workshop on February 18th where the subject would be stormwater and flooding.

- He spoke regarding celebrating International Trade and Tourism Day on February 20th at 4:30 p.m. at the Starkey Market in Trinity. He noted it was a great opportunity for tourism and trade partners to come together, that it would be $15.00 per person, that it was a great cause and event, and that some of the money raised would help fund the exchange programs.

  Discussion was held regarding the New Port Richey Rotary being a player and donations to keep the program going.

Miscellaneous Business - County Attorney

- Mr. Steinsnyder spoke regarding the need for an appointment to the Canvassing Board and that his understanding was that Commissioner Weightman had agreed to do it. He explained he needed a letter signed by the Chairman that appoints Commissioner Weightman as the Board's Canvassing Board Representative and Mr. Greg Giordano as the alternate.

  Discussion was held regarding for which year it was for; that it would only be for the Municipal elections; and certification classes.

COMMISSIONER OAKLEY MOVED approval to sign a letter appointing Commissioner Weightman as the Board's Canvassing Board Representative and Mr. Greg Giordano as the alternate; **COMMISSIONER YEAGER SECONDED.**

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

- He spoke regarding public comment from earlier in the meeting pertaining to Betmar Acres. He explained that it was not a tax issue it was a Stormwater Utility Assessment that Betmar was experiencing on their golf course, that they dealt with the lawyers about five years ago and thought it had been resolved, that their position was still that the park owed the assessment because it was a Chapter 403 Stormwater Utility and not a tax, and he was unsure if there was anything they could resolve with them.

  Discussion was held regarding golf courses and water planning; why they were being charged for a Stormwater Utility if they were part of the solution for stormwater; that it was something that could be reviewed with the Public Infrastructure Branch to see if it was an exemption they should think about; some of the issues; members who did not want to pay it; and that they were not allowed to raise their fees for the course.

Miscellaneous Business - Clerk and Comptroller

- No items.

Miscellaneous Business - Sheriff

- Absent.

THE BOARD RECESSED AT 12:01 P.M. AND RECONVENED AT 1:31 P.M. ALL COMMISSIONERS WERE PRESENT. COMMISSIONER YEAGER ARRIVED TO THE MEETING AT 1:32 P.M.

Public Hearings

Proposed Ordinances at 1:30 p.m.

P31 An Ordinance Establishing KD52 Community Development District No. 1 Pursuant To Chapter 190, Florida Statutes; Providing For Authority And Power Of The District; Providing For Powers And Duties Of The District; Providing For The Board Of Supervisors Of The District; Providing For The District Budget; Providing For Functions Of The District; Providing For Miscellaneous Provisions; Providing For An Effective Date.
File Number PDE25-0077
Comm. Dist. 1
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

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

COMMISSIONER WEIGHTMAN MOVED approval to continue to the February 25, 2025 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER OAKLEY SECONDED.**

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

P32 An Ordinance Establishing KD52 Community Development District No. 2 Pursuant To Chapter 190, Florida Statutes; Providing For Authority And Power Of The District; Providing For Powers And Duties Of The District; Providing For The Board Of Supervisors Of The District; Providing For The District Budget; Providing For Functions Of The District; Providing For Miscellaneous Provisions; Providing For An Effective Date.
File Number PDE25-0081
Comm. Dist. 1
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

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

COMMISSIONER OAKLEY MOVED approval to continue to the February 25, 2025 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER WEIGHTMAN SECONDED.**

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

Public Hearings at 1:30 p.m.

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

Mr. Sample swore in those who planned to present testimony.

COMMISSIONER WEIGHTMAN MOVED approval of the Public Hearing Consent Agenda which included Agenda Items P37 and P38; **COMMISSIONER OAKLEY SECONDED.**

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

P33 Zoning Amendment (Continuance) – Evans County Line 80 MPUD Master Planned Unit Development – Evans Properties, Inc. – A Rezoning Petition from A-C Agricultural District to an MPUD Master Planned Unit Development to Allow 300 Multi-Family Units, and 1,500,000 Square Feet of Light Industrial Uses on Approximately 80 Acres, Located South of County Line Road North and East of Lake Iola Road

File Number PDE25-7738
Comm. Dist. 1
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

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

COMMISSIONER OAKLEY MOVED approval to continue to the March 11, 2025 Board of County Commissioners meeting at 1:30 p.m. in Dade City; **COMMISSIONER WEIGHTMAN SECONDED.**

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

P34 Zoning Amendment (Continuance) - Harvest Hills West VOPH MPUD – Galvin Land Services – Rezoning Request from an A-C Agricultural District to MPUD Master Planned Unit Development District to Allow for the Development of 279 Dwelling Units and Associated Infrastructure on Approximately 100.18 Acres Located in The Villages of Pasadena Hills, Within Villages B and F

File Number PDE25-7834
Comm. Dist. 1
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

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

COMMISSIONER OAKLEY MOVED approval to continue to the March 11, 2025 Board of County Commissioners meeting at 1:30 p.m. in Dade City; **COMMISSIONER WEIGHTMAN SECONDED.**

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

P35 Zoning Amendment (Continuance) - Colon VOPH MPUD – Galvin Land Services – Rezoning Request from an A-C Agricultural District to MPUD Master Planned Unit Development District to Allow for the Development of 117 Single Family Detached Units and Associated Infrastructure on Approximately 60.2 Acres Located in The Villages of Pasadena Hills, Within Village C

File Number PDE25-7842
Comm. Dist. 1
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

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

COMMISSIONER OAKLEY MOVED approval to continue to the March 11, 2025 Board of County Commissioners meeting at 1:30 p.m. in Dade City; **COMMISSIONER WEIGHTMAN SECONDED.**

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

P36 Zoning Amendment (Continuance) – Tall Timbers MPUD –Xtreme Team 41, LLC – Rezoning Request from an A-C Agricultural District to a CC-MPUD Connected City Master Planned Unit Development District to Allow for the Development of 380 Multi-Family Dwelling Units and 180,000 Square Feet of Non-Residential Uses and Associated Infrastructure on Approximately 38 Acres, Located in Connected City within the Community Hub Special Planning Area

File Number PDE25-7651
Comm. Dist. 1
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

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

COMMISSIONER OAKLEY MOVED approval to continue to the March 11, 2025 Board of County Commissioners meeting at 1:30 p.m. in Dade City; **COMMISSIONER WEIGHTMAN SECONDED.**

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

P37 Conditional Use Amendment Request (Consent) – DV DADE LLC/Discovery Mood & Anxiety – Conditional Use Amendment to Increase the Number of Beds From 24 to 40 in an Existing Residential Treatment and Care Facility in a AR-1 Agricultural-Residential District – East Central Pasco County – Northwest Corner of the Intersection of Clinton Avenue and Windsorwood Boulevard – Containing Approximately 9.37 Acres

File Number PDE25-CU07
Comm. Dist. 5
Recommendation Approval with Conditions

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

P38 Development Agreement (Consent) – Hamilton Oaks MPUD Master Planned Unit Development –AMH Development LLC. – Proposed is a Development Agreement (DA) for Hamilton Oaks MPUD
File Number PDE25-0082
Comm. Dist. 1
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

P39 Petition to Vacate Portions of Three Platted Rights-of-Way (Regular) – Coit Road, Chapman Street and Patti Lane, Town of Lacoochee – Thirteen State Properties, LLC – No Funding Required
File Number FAC25-0037
Comm. Dist. 1
Recommendation Approve

Mr. Sample noted the proof of publication.

Ms. Joann Ravida, Real Property Division, used a PowerPoint presentation to review the item.

There was no public comment.

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

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

Noted Items

Agenda Items N40 through N49 were noted.

Addendum

There was none.

Walk-Ons

There were none.

Post Meeting Materials

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

Adjourn

Commissioner Oakley left the meeting at 11:40 a.m. and returned at 11:42 a.m.

The meeting adjourned at 2:22 p.m.

BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING/REZONINGS
KATHRYN STARKEY
CHAIRMAN PRESIDING
FEBRUARY 11, 2025

APPROVED IN REGULAR SESSION JANUARY 20, 2026

(SEAL)

JACK MARIANO, CHAIRMAN
APPROVED ON JANUARY 20, 2026

ATTEST:

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

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

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CO26-0124 **DATE:** 1/20/2026

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

AGENDA SECTION: Consent Agenda

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. CO26-0124 Clerks Office Agenda Memo

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

Board of County Commissioners
Agenda Memorandum

COMMISSION DISTRICT: All **DATE:** 01/20/2026

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

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

RECOMMENDED BOARD ACTION:

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

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

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

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

FISCAL IMPACT/COST/REVENUE STATEMENT:

There is sufficient funding for these items.

ATTACHMENT(S):

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

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CO26-0137 **DATE:** 1/20/2026

SUBJECT: Board of County Commissioners Regular Meeting/Rezoning February 25, 2025 – 10 A.M.

AGENDA SECTION: Consent Agenda

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. BCC 02-25-2025 - DISTRIBUTION

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

ANNOTATED MINUTES

FEBRUARY 25, 2025

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

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

10:00 A.M.

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

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

Call To Order

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

Invocation
Pledge of Allegiance

Mr. Sample gave the Invocation and led the Pledge of Allegiance to the Flag.

Roll Call

Mr. Sample called the roll. All Commissioners were present with the exception of Commissioner Mariano who was absent from the morning session.

Public Comment

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

Chairman Starkey reviewed the procedures to be followed and called for Public Comment.

Mr. Jerry Smithson, Mr. George Anderson, Vice-President of Central Pasco Gulf Railroad, Mr. Darryl Henderson, Advocacy Director for Recovery Epicenter Foundation, and Ms. Brenda Broderick spoke regarding the railroad; the amount of riders; a proposed contract; service fees; that it was a free service; the distributed handout; someone who was an engineer on the railroad; the age of riders; where the railroad took you through the park; the mission at the Recovery Epicenter Foundation; what they practiced; a respite house in Clearwater; what a respite house was; a respite house that just opened in New Port Richey; that they were in the process of purchasing a van; a grand opening on April 4th; an unincorporated area; the need for progress in a revitalization project; Jasmine Lakes; water pollution in the pond; that it was a retention pond; the types of animals in the pond; the embankments that were collapsing; the fountain; the HOA maintenance agreement; and aeration.

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

Discussion was held regarding that they were still working on the contract and that they would brief them when it came back.

COMMISSIONER OAKLEY MOVED approval to receive and file documents submitted by Mr. Jerry Smithson; **COMMISSIONER WEIGHTMAN SECONDED.**

Chairman Starkey called on the motion; the motion carried with Commissioner Mariano absent from the vote.

COMMISSIONER WEIGHTMAN MOVED approval to receive and file documents submitted by Mr. Darryl Henderson; **COMMISSIONER OAKLEY SECONDED**.

Chairman Starkey called on the motion; the motion carried with Commissioner Mariano absent from the vote.

Resolutions

Commissioners Items - Chairman Starkey

RS1 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Declaring March 3-7, 2025, As Newspaper In Education Week In Pasco County And Commending The Tampa Bay Times For Its Participation In This Program
File Number CAO25-5116
Comm. Dist. All
Recommendation Approve

Mr. Sample read the Resolution into the record.

Discussion was held regarding Chairman Starkey's husband's great-grandfather's history with the Dunedin Times and the St. Pete Times; Ms. Terri Williamson's appreciation to the Board; schools getting copies of the paper; and kids using it.

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

Chairman Starkey called on the motion; the motion carried with Commissioner Mariano absent from the vote.

Commissioners Items - Commissioner Oakley

RS2 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Declaring The Month Of March As National Procurement Month In Pasco County
File Number CAO25-5122
Comm. Dist. All
Recommendation Approve

Mr. Sample read the Resolution into the record.

Discussion was held regarding the Board's appreciation; trying to keep the money in Pasco County; that it was a tough and tedious job; the core value of innovation; and the second annual How to do Business with Pasco County Event.

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

Chairman Starkey called on the motion; the motion carried with Commissioner Mariano absent from the vote.

Commissioners Items - Commissioner Mariano

RS3 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Declaring The Month Of March As Irish American Heritage Month In Pasco County
File Number CAO25-5118
Comm. Dist. All
Recommendation Approve

Mr. Sample read the Resolution into the record.

Discussion was held regarding Irish Heritage; the Sullivan brothers; and genealogy.

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

Chairman Starkey called on the motion; the motion carried with Commissioner Mariano absent from the vote.

RS4 (1:30 P.M. Time Certain) A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Honoring Fritz Kojzar For His 100th Birthday
File Number CAO25-5120
Comm. Dist. All
Recommendation Approve

Mr. Sample read the Resolution into the record.

Discussion was held regarding the Board congratulating him; his brother; their garden; and thanking him for his service.

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

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

Consent

COMMISSIONER OAKLEY MOVED approval of the Consent Agenda including the addendum with the exception of Agenda item C7 which was pulled for discussion; **COMMISSIONER WEIGHTMAN SECONDED.**

Chairman Starkey called on the motion; the motion carried with Commissioner Mariano absent from the vote.

Internal Services - Facilities Management

C7 Request to Declare Surplus Real Property and Approve Agreement for Sale and Purchase of Surplus Real Property to Clearwater Neighborhood Housing Services, Inc., d/b/a Tampa Bay Neighborhood Housing Services – 7122 Colfax Drive – Revenue to the County – $10.00
File Number FAC25-0016
Comm. Dist. 5
Recommendation Approve

Mr. Andrew Baxter, Director of Facilities Management, used a PowerPoint presentation to review the item and spoke regarding a nominal fee, the ten dollar transaction, and that it was consistent with the State Statute and County Surplus Policies.

Discussion was held regarding the history; the program; the price; non-profits; what happened to the lots; and homeownership.

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

Chairman Starkey called on the motion; the motion carried with Commissioner Weightman voting nay and Commissioner Mariano absent from the vote.

Regular

Development Services - Code Compliance

R27 Confirmation of Code Compliance Director - Denise Sanderson - Annual Salary of $125,000.00
File Number DS25-0015
Comm. Dist. All
Recommendation Approve

Mr. David Allen, Assistant County Administrator for Development Services, spoke regarding Ms. Denise Sanderson's career history.

Ms. Denise Sanderson spoke regarding her history and that she was looking forward to working in the community and with the team.

Discussion was held regarding Code Enforcement opportunities; that they were glad to have her; midblock crossings; her history; and her experience with homelessness.

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

Chairman Starkey called on the motion; the motion carried with Commissioner Mariano absent from the vote.

Public Services - Community Development

R28 Confirmation of Community Development Director – Charles H. Lane – Annual Salary of $128,000.00
File Number PS25-0002
Comm. Dist. All
Recommendation Approve

Ms. Cathy Pearson, Assistant County Administrator for Public Services, spoke regarding her appreciation to Ms. Marcy Esbjerg, an introduction of Mr. Charles Lane, and his career history.

Mr. Lane spoke regarding his congratulations to Ms. Denise Sanderson and Ms. Marcy Esbjerg and spoke regarding that he was looking forward to working with the team and to bring help to Pasco residents.

Discussion was held regarding his SWFWMD experience and that they were excited for him to join them.

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

Chairman Starkey called on the motion; the motion carried with Commissioner Mariano absent from the vote.

Internal Services - Office of Management and Budget

R29 BCC Direction on Fiscal Year 2026 Budget Discussion
File Number OMB25-0031
Comm. Dist. All
Recommendation Presentation Only

The item was not heard.

Updates from Chairman-Appointed Boards and Committees

The updates were provided under Miscellaneous Business.

Miscellaneous Business - District One - Commissioner Oakley

- Commissioner Oakley displayed pictures and spoke regarding his attendance at the Academy at the Farms Topping-out Ceremony and that it would hold 9th, 10th, 11th, and 12th grade.

- He displayed pictures and spoke regarding his attendance at the groundbreaking of Kiddie Academy in Land O' Lakes.

- He spoke regarding the Tampa Bay Water meeting, the possibility of a reservoir, desal water and wells, and brackish water wells.

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

  Discussion was held regarding Howard Curren dumping into the Bay; reclaimed water; the SP64 requirements; and the rain from the previous day.

- He spoke regarding that the Fair ended on Sunday and buying pigs.

  Discussion was held regarding the pigs; that pigs were donated back to Feeding of Florida; the steer sale; the sheep; and a project.

- He spoke regarding the Kumquat Festival.

  Discussion was held regarding serving kumquat pie at events at Saddlebrook.

- Later in the meeting, he spoke regarding the Employee Appreciation Day and the amount of meals that were packed.

Discussion was held regarding where it was held and the Wesley Chapel District Park.

Miscellaneous Business - District Two - Commissioner Weightman

- Commissioner Weightman displayed pictures and spoke regarding his congratulations to Dr. Jesse Pisors, President of PHSC, and his staff.

- He displayed pictures and spoke regarding cricket in Pasco County, the 4th annual Presidents Cup, the teams that were in attendance, and cricket bats.

  Discussion was held regarding the field.

- He spoke regarding the EDC and the upcoming Grow Pasco event on Thursday March 20th at Saint Leo.

- He spoke regarding a transportation meeting, regionalism and transportation with 54 and 41, and the pedestrian portion of the project.

  Discussion was held regarding a component over 41; traffic stopping mechanisms; supporting letters; that it was part of the CIS system; the regional priorities; funding; and the MPO merger discussion.

Miscellaneous Business - District Three - Commissioner Starkey

- Chairman Starkey displayed pictures and spoke regarding the first Board of County Commissioners FarmShare, her appreciation to the Staff who helped, and that the next one would be in March.

  Discussion was held regarding that the date was March 19th.

- She displayed pictures and spoke regarding the Harbor South Leadership Council meeting, appreciation to those who attended, the questions they had, and who was in attendance.

- She displayed pictures and spoke regarding that she participated in Literacy Week and that she read to the VPK class at Trinity Elementary.

- She displayed pictures and spoke regarding her and Commissioner Oakley's attendance at the Governors Luncheon at the fair.

- She displayed pictures and spoke regarding the Growing Global Event, appreciation to Mr. Carballa for his attendance, the International Tourism and Economic Development Day at Starkey market, those who were in attendance,

the tickets, the baskets, and noted her appreciation to her Staff and Ms. Lisa Parisi.

- She displayed pictures and spoke regarding the Starkey TLC Outdoor Adventures Expo, who spoke, a film they made, the O2O Connection Path, that they won an award, and the Wendell Krinn Museum.

- She displayed pictures and spoke regarding her attendance at the ribbon cutting at Elfers Senior Center, the amount of meals they served since they reopened, the gentleman who cut the ribbon, the history of Elfers, the federal money they used to build the school, and the road conditions.

- She spoke regarding TDC, that the revenue was up, a FAM tour with eight travel advisors, the Kumquat FAM tour, a hockey tournament, that the Tourism Banquet was May 22, 2025 at Saddlebrook, who the speaker would be, and the raffle.

Miscellaneous Business - District Four - Commissioner Yeager

- Commissioner Yeager displayed pictures and spoke regarding her attendance at The Volunteer Way, who Mr. Lester Cypher was, the amount of families they fed a month, and their location off of Moon Lake.

  Discussion was held regarding whether they had a farm at the Moon Lake location.

- She displayed pictures and spoke regarding the Warrior Award Presentation and what Captain Schrader did for a mother and her two children.

- She spoke regarding the Random Acts of Love pop ups that her office did all of February.

  Discussion was held regarding Fire Station 39.

- She spoke regarding that the Area of Aging lost some funding, the amount of calls they receive a week, and their Diapers for Dignity program.

Miscellaneous Business - District Five - Commissioner Mariano

- No items.

Miscellaneous Business - County Administrator

- Mr. Carballa spoke regarding Agenda Item N83, the history, and that it would be coming back to them to ratify the decision.

  Chief Stacey Jenkins, Chief Correctional Officer with Pasco Corrections, spoke regarding that the jail became a Jail Enforcement Model in 2017, that they had officers trained by Department of Homeland Security ICE, a database in the County Jail, the agreement with the County Administrator, the jail expansion, and the Warrant Service Agreement Program.

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

  Discussion was held regarding what type of action they could take for the item; what 287G was; the officers who were trained; a list of officers they could retrain; whether they would be compliant by April 1st; that they were painting the new building; an update on the jail expansion project; the phases; and the projected completion date.

  COMMISSIONER YEAGER MOVED approval to ratify and affirm the County Administrator's execution of the agreement; **COMMISSIONER WEIGHTMAN SECONDED.**

  Chairman Starkey called on the motion; the motion carried with Commissioner Mariano absent from the vote.

- He spoke regarding that GoPasco was outside.

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

  Discussion was held regarding that GoPasco was taking surveys; Hope Pasco; and displaced residents.

Miscellaneous Business - County Attorney

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

  Discussion was held regarding whether they were getting DOJ requirements; private practice principals; the press conference; the Executive Order; Bills that had been filed; whether they bonded their ad valorem; that they brought in the Inspector General from the Clerk's Office; and that they did not have a DEI program.

Miscellaneous Business - Clerk and Comptroller

- Mr. Sample spoke regarding that all the Constitutionals were audited and that it was part of the comprehensive audit.

  Discussion was held regarding the Inspector General; the annual plan; the comprehensive audit; and what they looked at.

- He spoke regarding the Marriage Ceremony on Valentines Day and the amount of couples.

Miscellaneous Business - Sheriff

- Absent.

THE BOARD RECESSED AT 11:43 A.M. AND RECONVENED AT 1:34 P.M. ALL COMMISSIONERS WERE PRESENT. COMMISSIONER MARIANO ATTENDED THE AFTERNOON SESSION.

Public Hearings

Proposed Ordinances at 1:30 p.m.

P30 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Small-Scale Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 03) From ROR (Retail/Office/Residential) To IL (Industrial-Light) On Approximately 10 Acres Of Real Property Located On New York Avenue; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.
File Number PDE25-0052
Comm. Dist. 5
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

Discussion was held regarding whether there were live local exemptions and that it was a Comprehensive Plan Amendment.

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

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

P31 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For Text Amendments To Chapter 2, Future Land Use Element Appendix Section FLU A-6, The Official Land Use Map; Chapter 6, Housing Element; The Glossary; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For Repealer, Severability, And An Effective Date.
File Number PDE25-0062
Comm. Dist. All
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

Discussion was held regarding options of EDUs; more efficient use of space; and public comment procedures.

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

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

P32 An Ordinance Establishing KD52 Community Development District No. 1 Pursuant To Chapter 190, Florida Statutes; Providing For Authority And Power Of The District; Providing For Powers And Duties Of The District; Providing For The Board Of Supervisors Of The District; Providing For The District Budget; Providing For Functions Of The District; Providing For Miscellaneous Provisions; Providing For An Effective Date.
File Number PDE25-0077
Comm. Dist. 1
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

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

P33 An Ordinance Establishing KD52 Community Development District No. 2 Pursuant To Chapter 190, Florida Statutes; Providing For Authority And Power Of The District; Providing For Powers And Duties Of The District; Providing For The Board Of Supervisors Of The District; Providing For The District Budget; Providing For Functions Of The District; Providing For Miscellaneous Provisions; Providing For An Effective Date.
File Number PDE25-0081
Comm. Dist. 1
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

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

Public Hearings at 1:30 p.m.

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

Mr. Sample swore in those who planned to present testimony.

P34 Zoning Amendment (Continuance) – Meares Four LLC – Change in Zoning from an A-R Agricultural-Residential District and C-3 Commercial/Light Manufacturing District to a C-3 Commercial/Light Manufacturing District – Northwest Pasco County – Southeast Corner of the Intersection of Suncoast Parkway and Shady Hills Road – Containing Approximately 9.1 Acres
File Number PDE25-7769
Comm. Dist. 5
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

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

COMMISSIONER MARIANO MOVED approval to continue to the April 22, 2025 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER WEIGHTMAN SECONDED.**

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

P35 Zoning Amendment (Continuance) – Anclote TH MPUD – Lennar Homes LLC – Rezoning Request from A-C Agricultural and A-R Agricultural-Residential Zoning District to MPUD Master Planned Unit Development District to Allow for the Development of 190 Townhome Dwelling Units and Associated Infrastructure on Approximately 46.03 Acres Located in Southwestern Pasco

File Number PDE25-7813
Comm. Dist. 3
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

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

COMMISSIONER MARIANO MOVED approval to continue to the March 25, 2025 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER WEIGHTMAN SECONDED.**

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

P36 Zoning Amendment (Continuance) – HCM Hospitality LLC – Change in Zoning from a C-2 General Commercial District and MF-1 Multiple-Family Medium Density District to an MF-1 Multiple-Family Medium Density District – West Central Pasco County – East Side of US Highway 19, Approximately 950 Feet South of State Road 52– Containing Approximately 4.44 Acres

File Number PDE25-7818
Comm. Dist. 5
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

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

COMMISSIONER MARIANO MOVED approval to continue to the March 25, 2025 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER OAKLEY SECONDED.**

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

P37 Conditional Use Amendment Request (Consent) – Spanish Lakes Land Company LLC/ Spanish Lakes CU – Conditional Use Amendment to Remove Height Limitation for Previously Approved Multifamily Dwellings in a C-2 General Commercial District – West Central Pasco County – Approximately 150 Feet North of State Road 52, East of Deerbook Boulevard – Containing Approximately 18.65 Acres

File Number PDE25-CU05
Comm. Dist. 5
Recommendation Approval with Conditions

Mr. Sample noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, used a PowerPoint presentation to review the item and spoke regarding the ex parte forms for all Commissioners that had been submitted and that there was an update to the maximum building height proposed.

Mr. Robert Carlo, HOA President of Deerfield Lakes, Ms. Jessica Konoff, and Pastor Jen Kerouac spoke regarding the growth in the area; concerns with the flow of traffic; the Vision Road project; the height requirement; concerns with the increase in people; what would be built first; history of the community; the infrastructure; Angeline and a 55 over community; wetlands; transportation; Quail Ridge and the Affidavit of posting; the traffic that would increase on Shady Hills Road; an email that was submitted; and the signage.

Ms. Barbara Wilhite, for the applicant, spoke regarding the condition, the Vision Road, the Comp Plan and alignment, connectivity, turn lanes and access management, and read the Condition into the record which stated that prior to final building inspection for the certificate of occupancy for the first residential building within the project, the project shall be required to convey a public access easement over and across an internal access way to ensure automobile traffic, bicycles, and pedestrians can access and utilize the internal access way within the project to and from Shady Hills Road and to and from Deerbrook Boulevard and the project shall not be gated.

Mr. Nick Uhren, County Engineer, Mr. David Goldstein, Chief Assistant County Attorney, and Mr. Steve Henry, Links and Associates, spoke during the discussion.

Discussion was held regarding the suggested changes; the additional height; the road construction; the Vision Road; costs; connectivity; the aerial view; Shady Hills Road; the status of the road; the connector road; whether they would see the site plan and open space requirements; the 8-foot sidewalk on Shady Hills; that the buildings would not front Shady Hills; the traffic; what the property was zoned; Angeline; the vision road map; project Arthur; the amount of units; a connectivity ordinance; a public access easement; parking and free flow of traffic; sidewalks; bike/ped interconnectivity; turn lanes; that it could not be gated; the right-of-way the County would receive; issues on 41; when Shady Hills Road would be widened; mobility fee credits; the minimum width of facilities suitable for travel; the road configuration in Deerbrook; an added condition; the interconnector roadway; parking; and clarification of the motion.

COMMISSIONER MARIANO MOVED approval of Staff's recommendation with the extra height to four stories and with the condition listed by Ms. Wilhite.

Commissioner Mariano withdrew his motion.

COMMISSIONER YEAGER MOVED approval to continue for 30 days.

The motion died due to a lack of a second.

COMMISSIONER MARIANO MOVED approval of Staff's recommendation with the stated access with a final approval of the County Engineer with his professional opinion and no other consideration, allowing the extra height to four stories, 360 unit max, allowing for on Shady Hills Road a left turn in and a right turn lane decel lane coming in on Shady Hills Road and the condition as read by Ms. Wilhite; **COMMISSIONER OAKLEY SECONDED.**

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

P38 Zoning Amendment - Substantial Modification (Consent) - Pristine Lake Preserve MPUD - Walker Development Company - A Rezoning Request to Substantially Modify the Pristine Lake Preserve MPUD to Amend the Pristine Lake Preserve MPUD Uses and to Allow for the Development of a 7,500 Square-Foot Office Building

File Number PDE25-7799
Comm. Dist. 2
Recommendation Approval with Conditions

Mr. Sample noted the proof of publication.

Mr. William Vermillion, Planning, Development and Economic Growth, used a PowerPoint presentation to review the item.

Mr. Barbara Wilhite, for the applicant, spoke regarding when the project was first approved and the history of the project.

Ms. Kelly Hamilton spoke regarding the preserve and the definition of a preserve.

Discussion was held regarding the name of the project and the preserve nearby.

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

Chairman Starkey called on the motion; the motion carried with Commissioner Yeager absent from the vote.

P39 Zoning Amendment (Consent) - Sakelson Hudson MPUD Master Planned Unit Development - DRB Group - A Rezoning Request from an A-R Agricultural-Residential District to an MPUD Master Planned Unit Development to Allow for the Maximum Development of 63 Single-Family Detached Homes and Associated Infrastructure on Approximately 34.24 Acres

File Number PDE25-7831
Comm. Dist. 5
Recommendation Approval with Conditions

Mr. Sample noted the proof of publication.

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

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

Ms. Barbara Wilhite, for the applicant, used a PowerPoint presentation to review the item and spoke regarding that they provided the interconnectivity that was required by the code from the project to Foxfire Drive.

Mr. Clinton Wynn, Ms. Marcia Kaczmarek, Ms. Joelle Neri, representing the Angelus, Mr. Revis Johnes, Ms. Bridget Erichsen, Mr. Jeremy Ruffey, and Pastor Jen Kerouac spoke regarding the Palm Winds project; the Fairwinds project; no sidewalks; no lights; no street signs; the Showman property; Code Enforcement; Colony Road; the 2050 plan; what Ms. Kaczmarek raised; bonfires; their property; traffic; Meadow Oaks; their animals; traffic patterns; concerns with the infrastructure; the bus stop; the rural area;

Shady Oaks Ranches; their plots; property value; permits; the amount of houses in subdivisions; the zoning; Pasco County residents; the map; a discussion with Commissioner Mariano; a fatality at a bus stop; pedestrian fatalities; the animals in the area; gases; water and power; their septic tank; concerns with evacuations; preserving resources; the Golden Rule; neighborhood meetings; and advocating in a positive way.

Mr. Nick Uhren, County Engineer, Mr. Trent Stephenson, LevelUp Consulting, Mr. David Goldstein, Chief Assistant County Attorney, and Mr. David Allen, Assistant County Administrator for Development Services, spoke during the discussion.

Discussion was held regarding the sidewalks; enhanced pedestrian connection; who designed the road; a multi-use path; what side they were going to build; an extra bike lane; the section approved in 2002; a 2019 Resolution; the green space; a condition; the Vision Road; a PD&E route study; the property history; the zoning in the area; the lot sizes; central water and sewer; the connection to Foxfire; wildlife surveys; Gopher Tortoises; the intersection of 52 and Colony Road; activity and dumping on the property; bonfires on properties; the road issues; the grid; the adjacent project; traffic; Palm Wind and Colony Road; the connection to Colony Road; rural roads; infrastructure; property on the market in the area; Hudson Road; the bus stops; an impact to neighboring property owners; a drafted Condition to deal with the cross section issue; the right-of-way; the alignment; Pasco Mapper; the three major issues; an emergency access; language the motion; the project; a potential continuance date; and public comment.

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

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

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

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

COMMISSIONER MARIANO MOVED approval to continue; **COMMISSIONER WEIGHTMAN SECONDED.**

The motion was not called on.

COMMISSIONER MARIANO MOVED approval to continue to the March 25, 2025 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey and to reopen the public hearing on the things that changed in the project; **COMMISSIONER OAKELY SECONDED.**

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

P40 A Resolution (Regular) By The Board Of County Commissioners Of Pasco County, Florida, Pursuant To Section 196.1978(3)(O), Florida Statutes, Electing To Not Exempt Property Under Section 196.1978(3)(D)1.A., Florida Statutes, Commonly Known As The "Live Local Act Property Tax Exemption"

File Number CAO25-3501
Comm. Dist. All
Recommendation Approve

Mr. Sample noted the proof of publication.

Mr. David Goldstein, Chief Assistant County Attorney, reviewed the item.

There was no public comment.

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

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

P41 A Resolution of the Board of County Commissioners of Pasco County, Florida (Regular) Granting Host Community Approval Pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (The "Code"), the Expenditure of a Portion of the Proceeds of the Arizona Industrial Development Authority, of its Charter School Revenue Bonds (Qualified 501(C)(3) Bonds As Defined In Section 145 of The Code), In One or More Series or Issues, Either Taxable or Tax-Exempt, or Both In An Aggregate Principal Amount Not To Exceed $5,000,000.00 (the "Bonds") for the Purposes of Financing and Refinancing Costs Incurred or to be Incurred by Creation Foundation Inc., D/B/A Dayspring Academy for the Purposes Described Herein; Providing for Certain Other Matters In Connection Therewith; and Providing an Effective Date

File Number OMB25-0029
Comm. Dist. 2,4
Recommendation Approve

Mr. Sample noted the proof of publication.

Ms. Amielee Farrell, Budget Director with the Office of Management and Budget, used a PowerPoint presentation to review the item and spoke regarding a scrivener's error on the Agenda where the District should be 5.

There was no public comment.

Discussion was held regarding whether it was for a specific school or any school.

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

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

P42 Conditional Use (Regular) – Joan E. Patterson/Anthemnet, Inc./Verizon Wireless – 155-Foot, Above-Ground-Level (AGL) Monopine Wireless Communications Facility (WCF) in an A-R Agricultural-Residential District – Southwest Pasco County – On the East Side of the Terminus of Rowland Drive, Approximately 600 Feet North of Balough Road
File Number PDE25-CU09
Comm. Dist. 3
Recommendation Approval with Conditions

Mr. Sample noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, used a PowerPoint presentation to review the item and spoke regarding that there were two updates to the packet which were a letter from the Federal Aviation Administration extending the no hazard to air navigation determination and an update to the second attachment which was affidavit attesting to providing public notice.

Ms. Mary Solac, Lead Counsel for Anthemnet, spoke regarding who was in attendance.

Ms. Elizabeth Kelly, Ms. Heather Crimella, Ms. Linsday DeStefano, Mr. Michael Demeo, Ms. Darlene Moore, Mr. Paul Christopher Cotronei, Mr. Walter Schubart, and Mr. Nik Tzoumas spoke regarding the Planning Commission meeting; the map that was presented; the highway in the area; their lack of support; a compromise; the design of the tower; Grey Hawk at Lake Polo; the surrounding community; the financial implications on the properties; Anthemnet; signatures for a petition; research; EMF exposure and blockers; the value of their home; the current guidelines; cell activity in the community; the cell tower on 54 and Gunn Highway; concerns with health; the amount of fake pine needles and branches on a monopine tower; deterioration; the location; well water; the microplastics; the water table; that there was no county sewer

system; the road conditions; the access to the site; suggestions; where they should be built; the signage; notification; the petition; the photographs presented; the woman who owned the land; the PVC tower; carrier prioritization; 5G towers; and the cell service in the neighborhood.

Mr. David Smith, Verizon, used a PowerPoint presentation to review the item and spoke regarding the existing sites, the coverage, and proposed site.

Mr. Richard Dreggors, the owner of Calhoun Dreggors and Associates, spoke regarding his qualifications, that he was asked to look at the possible impact to value of single family homes, studies that were done, and the study he did.

Mr. David Goldstein, Chief Assistant County Attorney, spoke during the discussion.

Discussion was held regarding what the School Board members voted on; a cell tower hearing at Starkey Ranch; whether there was a cell tower in the area; the design of the pole; what the Code allowed; performance criteria; where the demand and need was; where Grey Hawk was located; pictures that were displayed; the visibility of the tower; residents around the area; maps that were displayed; Pasco County right-of-way; the decision of a monopine; the Cell Tower Ordinance; that it was a residential future land use; language in the Code about aesthetic impact; the location of the park tower; service in the area; the location of the tower; the commercial property on 54; and the existing Conditions of Approval.

COMMISSIONER MARIANO MOVED approval to receive and file documents submitted by Ms. Heather Crimella; **COMMISSIONER OAKLEY SECONDED**.

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

COMMISSIONER WEIGHTMAN MOVED approval to extend time for the applicant for five more minutes; **COMMISSIONER MARIANO SECONDED**.

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

COMMISSIONER MARIANO MOVED approval to receive and file documents submitted by Ms. Mary Solac; **COMMISSIONER WEIGHTMAN SECONDED.**

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

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

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

Noted Items

Agenda Items N43 through N82 were noted with the exception of N83 which was pulled for discussion.

N83 Pasco County Corrections Department - ICE Warrant Service Officer Letter of Intent & Memorandum of Agreement
File Number NI25-0537
Comm. Dist. All
Recommendation Receive and File

The item was heard under the County Administrator's Miscellaneous Business.

Addendum

AC84 Approve Change Order No. 3 to Task Order No. FM24-002 Bandes Construction Company, Inc., $930,854.64 and Budget Transfers - Sunwest Park Improvements and Realignment of Funding from General Fund Reserves ($390,669.59) and Park Impact Fee West Other Reserves ($579,871.55) - $970,541.14
File Number FAC25-0070
Comm. Dist. 5
Recommendation Approve

The item was approved as part of the Consent Agenda.

Walk-Ons

There was none.

Post Meeting Materials

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

Adjourn

Commissioner Oakley left the meeting at 11:30 a.m. and returned at 11:37 a.m.

Commissioner Yeager left the meeting at 11:32 a.m. and returned at 11:37 a.m.

Commissioner Weightman left the meeting at 2:26 p.m. and returned at 2:31 p.m.

Commissioner Oakley left the meeting at 3:22 p.m. and returned at 3:25 p.m.

Commissioner Yeager left the meeting at 3:22 p.m. and returned at 3:30 p.m.

Commissioner Oakley left the meeting at 4:26 p.m. and returned at 4:29 p.m.

THE BOARD RECESSED AT 4:56 P.M. AND RECONVENED AT 5:05 P.M. ALL COMMISSIONERS WERE PRESENT.

Commissioner Weightman left the meeting at 5:19 p.m. and returned at 5:21 p.m.

The meeting adjourned at 6:08 p.m.

BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING/REZONINGS
KATHRYN STARKEY
CHAIRMAN PRESIDING
FEBRUARY 25, 2025

APPROVED IN REGULAR SESSION _____

(SEAL)

_____
JACK MARIANO, CHAIRMAN
APPROVED ON _____

ATTEST:

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

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

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CO26-0138 **DATE:** 1/20/2026

SUBJECT: Board of County Commissioners Regular Meeting/Rezoning March 11, 2025 – 10 A.M.

AGENDA SECTION: Consent Agenda

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. BCC 03-11-2025 - DISTRIBUTION

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

ANNOTATED MINUTES

MARCH 11, 2025

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

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

10:00 A.M.

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

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

Call To Order

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

Invocation
Pledge of Allegiance

Mr. Sample gave the Invocation and led the Pledge of Allegiance to the Flag.

Roll Call

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

Public Comment

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

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

Mr. Scott Galvin and Ms. Charlotte Payan-Salcedo spoke regarding the ADUs laws being considered by the Commission; specific language; a request for clarification; mobile homes; permanent fixed foundations; traffic on Orangewood Drive; clarifying the record of Orangewood Drive; Code Enforcement; county records; a business in the neighborhood; concerns with the dangers; and rezoning the business.

Discussion was held regarding comments meant for an item in the afternoon and Staff that could meet with people.

Resolutions

Commissioners Items - Commissioner Oakley

RS1 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Honoring Ronnie Deese For His Service To The Citizens Of Pasco County And Congratulating Him On His Retirement
File Number CAO25-5121
Comm. Dist. All
Recommendation Approve

Mr. Sample read the Resolution into the record.

Mr. Ronnie Deese spoke regarding trying to help his community, those he had depended on in the County, that he planned on continuing his projects, and helping senior citizens.

Discussion was held regarding his retirement; appreciation for their relationships over the years; the citizens of Pasco County; the Boys and Girls Club; rebuilding Lacoochee; new businesses; One Pasco Center; the highlights in the Resolution; the generations of families that had been helped; the character of the company; appreciation for the time spent together; and appreciation for his support.

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

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

RS2 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Honoring Chief James E. Walters For His Service To The Citizens Of Dade City And Pasco County And Congratulating Him On His Retirement

File Number CAO25-5127
Comm. Dist. All
Recommendation Approve

Mr. Sample read the Resolution into the record.

Chief James Walters spoke regarding that it was an honor to be there, his appreciation for the recognition, and partnerships with the County Departments.

Discussion was held regarding appreciation for their presence; keeping the citizens safe; his retirement; the different hats he wore during his career; making law enforcement approachable for the youth; the Shop with a Cop event; appreciation for all he had done for the community; personal stories; pride brought to the community; and their congratulations.

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

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

Commissioners Items - Chairman Starkey

RS3 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Observing Tuesday, March 18, 2025, As National Transit Employee Appreciation Day In Pasco County
File Number CAO25-5117
Comm. Dist. All
Recommendation Approve

Mr. Sample read the Resolution into the record.

Ms. Paula Baracaldo, Director of Support Services, and Ms. Annette Orlandi, GoPasco, spoke regarding standing with the team; the bus operators; appreciation for the recognition; and appreciation to the team.

Discussion was held regarding the number of people on the team; appreciation for the work they did; serving the citizens; their work during the storm; that moving people was not easy; personal stories; moving people efficiently; that mobility was central to the economy; and that it was amazing work.

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

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

Commissioners Items - Commissioner Yeager

RS4 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Declaring March 17-21, 2025, As Government Finance Professionals Week In Pasco County
File Number CAO25-5124
Comm. Dist. All
Recommendation Approve

Mr. Sample read the Resolution into the record.

Ms. Amielee Farrell, Budget Director with the Office of Management and Budget, Ms. Heather Grimes, Chief Administrative Officer for the Clerk's Office, during the discussion.

Discussion was held regarding their hard work and dedication; those who were present; ethics and transparency; the celebration of the week; that they were unsung heroes; appreciation for the recognition; the County and the Clerk's Office working together; being good stewards of the taxpayer's money; doing the right thing; serving the citizens;

managing the budget; keeping up with changes; efficiencies; and that recently the County had received the Excellence in Financial Accounting for the 41st year.

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

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

Consent

COMMISSIONER OAKLEY MOVED approval of the Consent Agenda with the exception of Agenda Items C22 and C31 which had been pulled for discussion or revision and Agenda Item C11 which was withdrawn; **COMMISSIONER WEIGHTMAN SECONDED.**

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

Internal Services - Facilities Management

C11 Exempt Purchase and Delegation of Authority - Urban Conga Inc. - Outdoor Furniture and Equipment for Wesley Chapel Library - $276,250.00
File Number FAC25-0092
Comm. Dist. 2
Recommendation Approve

The item was withdrawn.

Public Infrastructure - Transportation Engineering

C22 Task Order No. TED25-0123 – AECOM Technical Services, Inc. – Design and Post-Design Services for Five-Foot Wide Sidewalks in the Moon Lake Area – $190,848.51
File Number TED25-0123
Comm. Dist. 4
Recommendation Approve

Discussion was held regarding recognizing the County's efforts with improving sidewalks and Florida Legislation on sidewalks due to the bussing issues around the State.

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

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

Public Services - Parks, Recreation and Natural Resources

C31 Addition of the 4G Ranch to the Environmental Lands Acquisition and Management Program Acquisition List – Parks, Recreation, and Natural Resources Department – Parcel ID Nos. 31-24-19-0000-00100-0000, 08-25-19-0000-00100-0020, and Portions of 07-25-19-9999-00100-0000, 06-25-19-0000-00100-0000, and 12-15-18-0000-00200-0000 – No Funding Required

File Number PRN25-0054
Comm. Dist. 1
Recommendation Approve

Discussion was held regarding appreciation to 4G for their continued efforts in Pasco County; recognizing the land being applied to the ELAMP program; saving environmentally sensitive lands; that it was a very key piece for the corridor; and an underpass for the trail that was being built in the area.

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

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

Regular

Legislative/Administrative - County Administrator

R32 Feeding Tampa Bay Annual Report Presentation - Thomas Mantz, CEO

File Number CA25-5015
Comm. Dist. All
Recommendation Presentation Only

The item was not heard.

Internal Services - Office of Management and Budget

R33 BCC Direction on Fiscal Year 2026 Budget Discussion

File Number OMB25-0031
Comm. Dist. All
Recommendation Presentation Only

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

Mr. Keith Wiley, Director for Parks, Recreation and Natural Resources, and Chief Chase Daniels, Undersheriff of Community Outreach Operations for the Sherrif's Office, spoke during the discussion.

Discussion was held regarding the presentation; maintenance; millage; what rules it followed; growth; the current Parks budget; the General Revenue Fund; the examples provided; the different scenarios; requirements and deadlines; impacts to homeowners; what the municipalities contributed and whether they should contribute more; different baseball facilities around the County and whether they were City or County maintained; operations and maintenance; adjusting the budget; the rollback rate; concerns with a raise in taxes; actions that could be taken in the future; projected revenue; the economy in 2008 and actions that were taken; CRAs; the way other Counties funded their maintenance; the Impact Fee Study and an analysis that was done; restructuring the budget; the Fire MSTU; appreciation for Staff's patience; wanting to know what the Cities thought; that the timing was important; direction Staff was looking for; potential City surcharges; the phenomenal work done with Parks; the ELAMP Penny; Anclote River Park; Little League Fields; other new parks that were coming without maintenance being planned; potential language to be added to the Ordinance revision; legality concerns; a potential Resolution that could be brought forward; the current agreement with the Sheriff; the Constitutional Officers' Budgets; transparency; whether other Counties funded their law enforcement the same way; the Public Safety Impact Fee discussion; other County budget presentations; that the Sheriff's Office assisted the Cities as well; Charter versus Constitutional Counties; the Sheriff's Office budget; estimated increases; what would be considered capital expenses; insurance costs; business discussions; smoking policies; studies that would be required; funding strategies; putting things up to the voters; other impact fees; the universal notice from the Federal Government; ADUs; subdivision impacts; needing to talk with the lobbyists; and Walton County.

The item was for information only.

Updates from Chairman-Appointed Boards and Committees

The updates were provided under Miscellaneous Business.

Miscellaneous Business - District One - Commissioner Oakley

- Commissioner Oakley spoke regarding his request to appoint Dr. Christian Sobky to the Emergency Medical Services Advisory Board

  COMMISSIONER OAKLEY MOVED approval to appoint Dr. Christian Sobky to the Emergency Medical Services Advisory Board; **COMMISSIONER WEIGHTMAN SECONDED.**

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

Miscellaneous Business - District Two - Commissioner Weightman

- Commissioner Weightman displayed pictures and spoke regarding his appreciation to Mr. John Tillman, Certified Services, for his and his team's efforts during the Great American Clean-up and Keep Pasco Beautiful and the amount of trash that had been cleaned up.

- He displayed pictures and spoke regarding the Pasco County Commission on Human Trafficking, the campaign they were working on for the year, sexting and sextortion, working with the Tax Collector's Office, and the groundbreaking on Bridging Freedom at Generations Church in Trinity.

  Ms. Jeanie Germain, representative for the Rotary Club of Dade City, spoke regarding a conference held in 2020, that it was a subject the public needed to hear, a panel that had been put together that included a survivor, stories they had heard, raising awareness, other Rotary Clubs that participated to raise funds, the groundbreaking of two homes, and that Florida was the number one target.

  Discussion was held regarding that the shovels were painted by children that had survived; lodging; women who attended AmSkills; the collaborative effort by everyone; and those who had been trained in the Attorney General's program.

- He spoke regarding the recent Springs Coast meeting and projects sent to the governing board district.

- He spoke regarding a request for an update on the Live Local Bill.

Mr. David Goldstein, Chief Assistant County Attorney, and Mr. Ralph Lair, Intergovernmental Affairs Office, spoke during the discussion.

Discussion was held regarding the pending Bills; preemptions; deed restrictions; attorney's fees; the ones who were sponsoring the Bills; that everything they tried to use to fight Live Local was being attacked; language that had changed from the prior legislation; the apartment industry; the lobbyists; the next steps; those who were going up the following week; the Pasco Day that had been scheduled; wanting to schedule appointments; feedback that had been given on other Bills; that it was early in the session; the current form; and concerns with passing zonings.

Miscellaneous Business - District Three - Commissioner Starkey

- Chairman Starkey displayed pictures and spoke regarding the BayCare Behavioral Health Urgent Care, discussions at the Tri-County Meeting pertaining the opioid monies, conversations with other Commissioners from those counties, and that it should be submitted for a NACo (National Association of Counties) award.

  Discussion was held regarding the building and how it was designed.

- She displayed pictures and spoke regarding the NACo (National Association of Counties) Legislative Conference, those who attended, their legislative delegation, those they met, their asks, and the tariffs.

- She displayed pictures and spoke regarding a tour of Fire Station 17.

- She spoke regarding the recent Cultural Affairs Advisory meeting at the Starkey Cultural Center, their ideas, an upcoming tour of the new museum at Wendall Krinn, and the technical school.

- She spoke regarding a Coastal truck she was following on the Suncoast that had garbage coming out of it.

  Discussion was held regarding whether it was one of their trucks; that it was a new vendor; and the trash.

- She spoke regarding whether they had received the grant for septic to sewer for Riverside Village.

  Discussion was held regarding a FDEP Springs Coast presentation on nitrates; how other committees handled their programs; proactive steps; those who were working on it; and that it was a regional effort.

- She displayed pictures and spoke regarding House Bill 481, Anclote River Park, mooring balls, the boat ramps, and wanting to support the Bill.

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

  Discussion was held regarding language in the Bill; that it was only dealing with Miami-Dade and Biscayne Bay; wanting to be included and how they could do it; public mooring balls; where there was an issue; getting with the County Attorney; the desire for a rule that would make it so they couldn't stay for more than two or three days; why mooring fields are created; and DEP permitting.

- She spoke regarding the Google Earth display, cars that were parked along Colony Road, and that Code Enforcement was needed.

- She spoke regarding her recent tour of Angeline, concerns she had with their trails, that she had better hope, that she was going to try and make it better, and their farm.

- She spoke regarding needing coding parcels on the Property Appraiser's website.

Miscellaneous Business - District Four - Commissioner Yeager

- Commissioner Yeager spoke regarding the recent Transportation Disadvantaged Local Coordinating Board meeting, membership changes, updates that were presented, the Board's recommendation to include more messaging and outreach, and the GoPasco updates.

- She displayed pictures and spoke regarding the Elfers Senior Center Ribbon Cutting.

- She displayed pictures and spoke regarding the BayCare Behavioral Health Urgent Care.

- She displayed pictures and spoke regarding the Random Acts of Love they did in February, foster families, and a visit to Pasco Hope.

- She displayed pictures and spoke regarding a charity event where she came in 3rd place.

- She displayed pictures and spoke regarding the opening session in Tallahassee, a ladies lunch she attended, and that they discussed Hope Florida.

Miscellaneous Business - District Five - Commissioner Mariano

- Commissioner Mariano displayed pictures and spoke regarding his recent trip to Washington, D.C.

- He displayed pictures and spoke regarding a recent charity event he attended.

- He displayed pictures and spoke regarding the recent RESTORE Act Council, a living shoreline project presentation, that he and his team were looking into how it was done, and canal restoration.

- He displayed pictures and spoke regarding the BayCare event.

- He displayed pictures and spoke regarding the NACE (National Association of County Engineers) Conference and discussions with Staff about joining NACE.

- He displayed pictures and spoke regarding the USDOT (US Department of Transportation) those who were present, the difference in attending Washington, D.C. compared to the past, those who were receptive about what they were talking about, spray jet paving, a study being done, the Steps to Recovery Program for the Veterans, an extension, a special board meeting, Congressman Bilirakis, FEMA, and trash pickup after hurricanes.

- He displayed pictures and spoke regarding SunWest Park, around the second lake, and that it was raised and protected,.

  Discussion was held regarding the location; that high school races could be held there; Scallop Fest from the previous year; that they were set up to open on April 12th; the ribbon cutting; and what they would be able to do out there.

- He displayed a video and spoke regarding debris in the canal from the hurricane and from people throwing it in.

  Ms. Coleen Weaver, Legislative Assistant to Commissioner Mariano, spoke during the discussion.

  Discussion was held regarding a trailer that had a pipe going into the canal; that Staff was working on it; water quality concerns; being so far ahead; current debris clean up; and that it took over a year to clean up after Hurricane Ian.

- He displayed pictures and spoke regarding the Presidential Investiture at Pasco Hernando State College (PHSC), an annual report, and those who were in attendance.

- He displayed pictures and spoke regarding the SunWest Crab and Shrimp Festival, the bands, conversations with the vendors, and that people had a great time.

- He displayed pictures and a video and spoke regarding the intersection at Colony Road and Foxfire Drive, the Colony Road project, connections, the lack of drainage, the lack of sidewalks, State Road 52, recent improvements, that it was being made a Vision Road, a turn lane that didn't happen, land that was there, and looking at the long term plan.

  Discussion was held regarding the road; the fencing; the drainage; a sidewalk in the area; culverts; and a request for Staff to look at it.

- Later in the meeting, he spoke regarding consulting firms, someone trying to get exemptions to use CDBG funds for the emergency center, Magnolia Valley and other projects, and a potential extension letter.

  Discussion was held regarding that an extension was already being contemplated and the timeline.

Miscellaneous Business - County Administrator

- Mr. Carballa spoke regarding the recent trip to Washington, D.C., establishing relationships, the next steps, and improving their approach.

Miscellaneous Business - County Attorney

- No items.

Miscellaneous Business - Clerk and Comptroller

- Mr. Sample spoke regarding the recent Passport Saturday, the number of passports they processed, and their appreciation to Facilities and the County for coordinating with them.

- He spoke regarding Operation Greenlight that was still continuing through Friday, March 21st, the program, and the fees being waived.

Miscellaneous Business - Sheriff

- Absent

THE BOARD RECESSED AT 12:01 P.M. AND RECONVENED AT 1:32 P.M. ALL COMMISSIONERS WERE PRESENT.

Public Hearings

Proposed Ordinances at 1:30 p.m.

P34 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Large-Scale Comprehensive Plan Amendment To The Future Land Use Element Map Series Map 2-13, Rural Areas To Remove The Subject Area; And Map 2-22, Urban Service Area To Change The Designation Of The Subject Area From Urban Expansion Area To Urban Service Area; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.
File Number PDE25-0018
Comm. Dist. All
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

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

P35 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Comprehensive Plan Map Amendment To Map 2-1 Wells, Wellfields & Wellhead Protection Areas To Add Hudson Water Works And City Of San Antonio Wells; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.
File Number PDE25-0061
Comm. Dist. All
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

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

P36 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Section 503 A-C Agricultural District; Section 504 AC-1 Agricultural District; Section 505 A-R Agricultural-Residential District; Section 506 AR-1 Agricultural-Residential District; Section 507 AR-5 Agricultural-Residential District; Section 509 E-R Estate Residential District; Section 510 ER-2 Estate Residential District; Section 512 R-1MH Single-Family/Mobile Home District; Section 514 R-1 Rural Density Residential District; Section 515 R-2 Low Density Residential District; Section 516 R-3 Medium Density Residential District; Section 517 R-4 High Density Residential District; Section 530.3 Construction Of Accessory Buildings And Structures; Creating New Section 530.24 Accessory Dwelling Units; Appendix A Definitions; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PDE25-0103
Comm. Dist. All
Recommendation No Action Required

Mr. Sample noted the proof of publication.

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

Mr. Patrick Dutter, Interim Director for Development Review Services, used a PowerPoint presentation to review the item.

Mr. Jeremy Couch spoke regarding conversations with Staff and principal setback concerns.

Mr. Liam Devine, Planning, Development and Economic Growth, and Mr. David Goldstein, Chief Assistant County Attorney, spoke during the discussion.

Discussion was held regarding Airbnb challenges; current vacation rental issues; processes that need to be followed; concerns with the sites being used for vacation rentals; Conditional Use requirements; unregistered short term rentals; permitted short term rentals; the intent; policies to be followed; public comment from the morning; mobile homes; larger properties; set back requirements; wanting flexibility; current subdivision rules; giving people more rights to their lands; a suggestion for no impact

fees on certain sized ADUs; making processes easier; the Moon Lake area; slum concerns; the Florida Building Code; the definition of an ADU; what other jurisdictions did; different levels of permitting; working with the people; personal stories; that they would need to speak with the School District about the impact fees; Planning Commission comments; taxes; different scenarios; the maximum square feet; architectural details; single family dwelling units; what was before them today; setback restrictions; accessory buildings; garage conversions and elevation differences; flooding concerns; and different perceptions.

No action was taken as this was the first public hearing. The adoption hearing was scheduled for March 25, 2025 at 1:30 p.m. in New Port Richey.

P37 An Ordinance Amending Pasco County Ordinance No. 23-08 Contracting And Expanding The Boundaries Of Harvest Hills Community Development District Pursuant To Chapter 190, Florida Statutes; Providing For Miscellaneous Provisions; Providing For An Effective Date.
File Number PDE25-0111
Comm. Dist. 1
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

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

P38 An Ordinance Establishing The Harvest Hills South Community Development District Pursuant To Chapter 190, Florida Statutes; Providing For Authority And Power Of The District; Providing For Powers And Duties Of The District; Providing For The Board Of Supervisors Of The District; Providing For The District Budget; Providing For Functions Of The District; Providing For Miscellaneous Provisions; Providing For An Effective Date.
File Number PDE25-0126
Comm. Dist. 1
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

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

Public Hearings at 1:30 p.m.

Mr. Steinsnyder reviewed the Public Hearing procedures to be followed

Mr. Sample swore in those who planned to present testimony.

COMMISSIONER MARIANO MOVED approval of the Public Hearing Consent Agenda which included Agenda Items P41, P42, and P43; **COMMISSIONER OAKLEY SECONDED.**

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

P39 Zoning Amendment (Continuance) – Tall Timbers MPUD – Xtreme Team 41, LLC – Rezoning Request from an A-C Agricultural District to a CC-MPUD Connected City Master Planned Unit Development District to Allow for the Development of 380 Multi-Family Dwelling Units and 180,000 Square Feet of Non-Residential Uses and Associated Infrastructure on Approximately 38 Acres, Located in Connected City within the Community Hub Special Planning Area
File Number PDE25-7651
Comm. Dist. 1
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

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

P40 Zoning Amendment (Continuance) – Evans County Line 80 MPUD Master Planned Unit Development – Evans Properties, Inc. – A Rezoning Petition from A-C Agricultural District to an MPUD Master Planned Unit Development to Allow 300 Multi-Family Units, and 1,500,000 Square Feet of Light Industrial Uses on Approximately 80 Acres, Located South of County Line Road North and East of Lake Iola Road

File Number PDE25-7738
Comm. Dist. 1
Recommendation Continuance Requested

Mr. Sample noted the proof of publication.

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

There was no public comment.

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

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

P41 Comprehensive Plan Amendment (Consent) – CPA24(02) HCA-Bayonet Point PD – Providing for a Transmittal of a Comprehensive Plan Amendment to the Future Land Use Maps (2-15 and Sheet 03) Changing from ROR (Retail/Office/Residential) and RES-6 (Residential-6DU/GA) to PD (Planned Development) on Approximately 62.98 Acres of Real Property Located on the East and West side of Fivay Road at the Southeast Corner of the Intersection of Fivay Road and Hudson Ave, and a Text Amendment Creating Subarea Policy FLU 7.1.83 – HCA-Bayonet Point PD; and a Map Amendment to the Future Land Use Map 2-9 Adding Subarea Map 2-9(83) HCA-Bayonet Point PD

File Number PDE25-0070
Comm. Dist. 5
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

Discussion was held regarding parking issues.

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

P42 Zoning Amendment (Consent) – Andrea and Josephine Mannino – Change in Zoning from a A-R Agricultural-Residential District to a R-4 High Density Residential District – Central Pasco County – South Side of Tyndall Road, Approximately 900 Feet East of Curley Road – Containing Approximately 10 Acres

File Number PDE25-7846
Comm. Dist. 1
Recommendation Approve

Mr. Sample noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, read the item into the record and spoke regarding the submitted ex parte communication.

There was no public comment.

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

P43 Zoning Amendment (Consent) – Ben R Turner Trust, Ben R Turner ttee/Pasadena Trail – Change in Zoning from a A-C Agricultural District to a AR-5 Agricultural-Residential District – East Central Pasco County – Southwest Corner of the Intersection of Clinton Avenue and Meigs Lane – Containing Approximately 37.55 Acres
File Number PDE25-7852
Comm. Dist. 1
Recommendation Approve

Mr. Sample noted the proof of publication.

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

There was no public comment.

Discussion was held regarding a potential typo in the header and that it was considered the shorthand.

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

P44 Zoning Amendment (Regular) - RLE Ranch MPUD – RLE Ranch Inc. – Rezoning Request from AC Agricultural to MPUD Master Planned Unit Development District to Allow for the Development of 614 Residential Dwelling Units and Associated Infrastructure on Approximately 441.4 Acres Located in Villages J, K, and G of the Villages of Pasadena Hills
File Number PDE25-7793
Comm. Dist. 1
Recommendation Approval with Conditions

Mr. Sample noted the proof of publication.

Mr. William Vermillion, Planning, Development and Economic Growth, used a PowerPoint presentation to review the item and spoke regarding the updated LUEM (Land Use Equivalency Matrix) and the applicant's advertisement that had been provided.

There was no public comment.

Mr. David Engel, Director of Planning, Development and Economic Growth, Mr. Clarke Hobby, for the applicant, and Ms. Christie Barreiro, Heidt Design, spoke during the discussion.

Discussion was held regarding maps in the presentation; the different Villages; the Master Plan; trails; the variation; wetlands; interconnections; whether there was a Binding Concept Plan; a policy memo that would be coming to the Board dealing with

MPUD Binding Component Plans; confusion with the TBBA (Tampa Bay Builders Association) and other stakeholders; flexibility; the LUEM; that the plan had been chipped away; that they were waiting on the big picture discussion on what had been done; that it was specific on which uses could go where; conversions that could occur; the road network; the uplands; the historic Kirkland Ranch; preserving property; where the school was located; appropriations; Vision Roads; pedestrian access; a potential stub out; potential language for a Condition; that right-of-way could provide for the County's benefit that would be 50 feet wide which would match the cross-section that would allow for pedestrian and road connections for vehicles; Collector Roads; and ex parte communication and the revised Master Plan that had been submitted.

COMMISSIONER MARIANO MOVED approval of Staff's recommendation with the noted Condition to make the interconnection right-of-way of 50 feet in the one section they discussed; **COMMISSIONER OAKLEY SECONDED.**

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

P45 Zoning Amendment (Regular) - Harvest Hills West VOPH MPUD – Galvin Land Services – Rezoning Request from an A-C Agricultural District to MPUD Master Planned Unit Development District to Allow for the Development of 279 Dwelling Units and Associated Infrastructure on Approximately 100.18 Acres Located in the Villages of Pasadena Hills, within Villages B and F

File Number PDE25-7834
Comm. Dist. 1
Recommendation Approval with Conditions

Mr. Sample noted the proof of publication.

Mr. William Vermillion, Planning, Development and Economic Growth, used a PowerPoint presentation to review the item.

There was no public comment.

Mr. Joel Tew, for the applicant, spoke during the discussion.

Discussion was held regarding ADUs; the figure eight roundabout; a development on Colony Road; interconnections; other developments in the area; roads in the area; a recently approved development in Hudson; the right-of-way exhibit; those in the area who did not want interconnection; density; rear loaded properties; the Binding Concept Plan; alignment; multiuse trails; the northeast transfer station; commercial traffic efficiency concerns; roads that would be constructed before completion; the infrastructure; a parcel that was purchased; green space; what was envisioned; and the ex parte communication that had been submitted.

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

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

P46 Zoning Amendment (Regular) - Colon VOPH MPUD – Galvin Land Services – Rezoning Request from an A-C Agricultural District to MPUD Master Planned Unit Development District to Allow for the Development of 117 Single Family Detached Units and Associated Infrastructure on Approximately 60.2 Acres Located in the Villages of Pasadena Hills, within Village C

File Number PDE25-7842
Comm. Dist. 1
Recommendation Approval with Conditions

Mr. Sample noted the proof of publication.

Mr. William Vermillion, Planning, Development and Economic Growth, used a PowerPoint presentation to review the item.

There was no public comment.

Discussion was held regarding the ex parte communication that had been submitted.

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

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

Noted Items

Agenda Items N47 through N99 were noted.

Addendum

There was none.

Walk-Ons

There was none.

Post Meeting Materials

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

Adjourn

Commissioner Weightman left the meeting at 10:31 a.m. and returned to the meeting at 10:32 a.m.

Commissioner Yeager left the meeting at 10:52 a.m. and returned to the meeting at 10:54 a.m.

Commissioner Yeager left the meeting at 11:36 a.m. and returned to the meeting at 11:39 a.m.

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

Commissioner Oakley left the meeting at 3:56 p.m. and returned to the meeting at 3:58 p.m.

Commissioner Yeager left the meeting at 4:04 p.m. and returned to the meeting at 4:06 p.m.

The meeting adjourned at 4:20 p.m.

BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING/REZONINGS
KATHRYN STARKEY
CHAIRMAN PRESIDING
MARCH 11, 2025

APPROVED IN REGULAR SESSION _____

(SEAL)

_____
JACK MARIANO, CHAIRMAN
APPROVED ON _____

ATTEST:

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

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

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CO26-0139 **DATE:** 1/20/2026

SUBJECT: Board of County Commissioners Regular Meeting/Rezoning March 25, 2025 – 10 A.M.

AGENDA SECTION: Consent Agenda

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. BCC 03-25-2025 - DISTRIBUTION

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

ANNOTATED MINUTES

MARCH 25, 2025

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

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

10:00 A.M.

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

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

Call To Order

Vice-Chairman Mariano called the meeting to order at 10:00 a.m.

Invocation
Pledge of Allegiance

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

Roll Call

Ms. Alvarez-Sowles called the roll. All Commissioners were present with the exception of Chairman Starkey who was absent.

Public Comment

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

Vice-Chairman Mariano reviewed the procedures to be followed and called for Public Comment.

Mr. Thom Boglino, Mr. Steve Barber, Mr. Darryl Henderson, Ms. Darby Tropf, Pastor Troy Pederson, Ms. Linda Farmer, Ms. Sarah Gonzalez, Mr. Steven Ivester, Ms. Daphne Sais, Pastor Jen Kerouac, Mr. Bernie Chilton, Ms. Valerie Chilton, and Mr. Richard Lazich spoke regarding gratitude; dumpsters in the neighborhood; Code Enforcement and violations; what Shady Hills was zoned; the development across from Connerton; access; the southern gate; citizens at Deerbrook; the roads; Land O'Lakes High School; no sidewalks and no lighting; the grand opening of The Outfield, a new peer respite recovery center; The Catchers Mitt in Clearwater; grants and funding they had received; Mr. Henderson's appreciation; Ms. Tropf's registered gamebird farm; what they do at the farm; their certification and license; who they have partnered with; the flooding in their yard; a citation they received; the Resurrection egg hunt in the City of Port Richey; the National Day of Prayer; the Invocation; a petition for Mr. Bolingo's enforcement reports; an investigation; dismissal of Code Enforcement complaints; a revised guideline on calling in false reports; a court case in 2015; photographs that were presented by Ms. Farmer; Code Enforcement violations on Old Shady Hills Road; that Ms. Gonzalez's husband was an emergency truck operator; a privacy fence and a car port; a report received last June; a homeless camp that caught on fire; Ms. Sais' ingress and egress for utilities; the developers proposed address; the loads of dirt; that they tore down trees; Moss Development; a property that would flood; paperwork that was filed; the need for support in Shady Hills; pictures and videos that were presented by Pastor Kerouac; bus stops; townhomes that were approved on County Line Road; Shady Hills Road; the homeless camps; books that were in the public library in Pasco County; discussion regarding new rules for children's books; the Library Code of Conduct; 40 Days of Prayer; last year's hurricanes; Florida Statute Geoengineering Weather Modification; the Geoengineering Neuro Project; the Neuro Brain Implant Project; and Agenda 2030.

Discussion was held regarding the County Commissioners' email.

COMMSSIONER OAKLEY MOVED to receive and file documents submitted by Mr. Darryl Henderson; **COMMISSIONER WEIGHTMAN SECONDED**.

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

COMMSSIONER OAKLEY MOVED to receive and file documents submitted by Pastor Troy Peterson; **COMMISSIONER WEIGHTMAN SECONDED.**

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

COMMSSIONER OAKLEY MOVED to receive and file documents submitted by Ms. Linda Farmer; **COMMISSIONER WEIGHTMAN SECONDED**.

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

Resolutions

Commissioners Items - Chairman Starkey

RS1 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Declaring The Month Of April 2025 As Water Conservation Month In Pasco County

File Number CAO25-5129
Comm. Dist. All
Recommendation Approve

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

Ms. Sandra Anderson, Director of Utilities Customer Information and Services, and Ms. Phoenix McKinney, Utilities Customer Service, spoke regarding Water Conservation; rebates; the bags that they provided; their appreciation for the Board's support; speaking with the community; simple ways to save water; material available to help; and the other cooperating organization in the community.

Discussion was held regarding Tampa Bay Water; the water reservoir; the amount of water used each day; how much water they could pick up from water bodies; the need for more reclaimed water in Pasco County; water conservation; and their appreciation.

COMMISSIONER OAKLEY MOVED approval to adopt; **COMMISSIONER WEIGHTMAN SECONDED.**
Vice-Chairman Mariano called on the motion, the vote was unanimous, and the motion carried.

Commissioners Items - Commissioner Mariano

RS2 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Declaring The Month Of April 2025 As National Donate Life Month In Pasco County
File Number CAO25-5119
Comm. Dist. All
Recommendation Approve

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

COMMISSIONER WEIGHTMAN MOVED approval of adoption; **COMMISSIONER OAKLEY SECONDED.**

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

Consent

COMMISSIONER YEAGER MOVED approval of the Consent Agenda with the exception of Agenda Item C27 which was pulled for discussion or revision; **COMMISSIONER OAKLEY SECONDED.**

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

Public Safety - Fire Rescue

C27 Approve Community Health Services Collaboration Agreement – Premier Community Healthcare Group, Inc. & Pasco County – Improve Public Safety Response and Wellness Resources for Community – No Funding Required
File Number FR25-1364
Comm. Dist. All
Recommendation Approve

Mr. David Mingle, Fire Rescue, spoke regarding appreciation for the Board's support, the partnership with Premier Community Healthcare Group, the mobile integrated health system, and the integrated paramedics.

Discussion was held regarding appreciation for all they did.

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

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

Regular

Internal Services - Office of Management and Budget

R31 Revenue Projections Discussion
File Number OMB25-0033
Comm. Dist. All
Recommendation Presentation Only

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

Discussion was held regarding one-on-one briefings; the jail and D-shift; Parks; and the Paving Assessment.

The item was for information only.

Updates from Chairman-Appointed Boards and Committees

The updates were provided under Miscellaneous Business.

Miscellaneous Business - District One - Commissioner Oakley

- Commissioner Oakley displayed pictures and spoke regarding the Bauducco Groundbreaking Ceremony and the amount of jobs it would bring in.

- He spoke regarding his attendance at the charging of a new Pastor in St. Paul's Missionary Baptist Church in Dade City, how long the church had been in Dade City, who the new Pastor was, and the service at the church.

Miscellaneous Business - District Two - Commissioner Weightman

- Commissioner Weightman spoke regarding the Board's support last year of the National Crime Victims' Rights Week which was April 6th through the 12th, and that the West Pasco Government Center and the Historic Courthouse was lit purple in honor of recognizing National Crime Victims Week.

  COMMISSIONER WEIGHTMAN MOVED approval to light up the West Pasco Government Center and the Historic Courthouse purple in honor of recognizing National Crime Victims Week; **COMMISSIONER OAKLEY SECONDED.**

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

Miscellaneous Business - District Three - Commissioner Starkey

- Absent

Miscellaneous Business - District Four - Commissioner Yeager

- Commissioner Yeager displayed pictures and spoke regarding her tour of Pepin Academies.

- She displayed pictures and spoke regarding the pop-up pantry in Moon Lake, Ms. Grace who was the founder of Grace's Food Pantry, the amount of families they were able to feed, and what was offered at the pop-up.

- She displayed pictures and spoke regarding the tour of Mosquito Control.

- She displayed pictures and spoke regarding a student who graduated from River Ridge High School, that he had to do a college presentation and present it to a person with influence, his trip to Tallahassee, that they testified on the Senate side about rare diseases and the Sunshine Genetic Act Bill, and that he went on the House floor.

Miscellaneous Business - District Five - Commissioner Mariano

- Vice-Chairman Mariano spoke regarding Fairway Oaks, the cleanup of trees from the developer, and the additional $4,784.00 to reimburse the tipping fees to pick up the debris.

  COMMISSIONER WEIGHTMAN MOVED approval of the additional $4,784.00 to reimburse the tipping fees to pick up the debris; **COMMISSIONER YEAGER SECONDED.**

  Vice-Chairman Mariano called on the motion; the motion carried with Commissioner Oakley absent from the vote.

- He spoke regarding the April 12th Ribbon Cutting at Sunwest Park, the new trail that was paved, when the second part would be done, that there was going to be the first 5K run, and the opportunities for 5K's.

- He noted that they were setting up the Scallop Fest, that they were going to shorten it to three weekends, that they were going to include Friday, Saturday, and Sunday, and that they were kicking it off with a 5K run.

- He spoke regarding the Invocation.

  Mr. Steinsnyder spoke regarding that the County Administrator was going to bring back a proposal at the next meeting that there was a full board.

- He displayed pictures and spoke regarding his and Commissioner Yeager's attendance at the Fire Station Ribbon Cutting, what they took from the Hudson Volunteer Fire Department, the turn out, and brick laying.

- He spoke regarding Shady Hills and the road, the development on County Line Road, Ripa Construction's help, a stoplight sign that was put in, working with the developers, the Denton Project, and allocating resources.

Miscellaneous Business - County Administrator

- No items.

Miscellaneous Business - County Attorney

- No items.

Miscellaneous Business - Clerk and Comptroller

- Ms. Alvarez-Sowles spoke regarding Operation Green Light, that it started on March 27th and went through April 3rd, that the office hours were extended to accommodate it from 8:00 a.m. until 6:00 p.m., and how they could get assistance.

Miscellaneous Business - Sheriff

- Absent.

THE BOARD RECESSED AT 11:29 A.M. AND RECONVENED AT 1:34 P.M.

Public Hearings

Proposed Ordinances at 1:30 p.m.

P32 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 10) From RES-1 (Residential- 1du/Ga) To PD (Planned Development) On Approximately 7.83 Acres Of Real Property Located North Of The Intersection Of Little Road And Jasmine Blvd.; And A Text Amendment Creating Subarea Policy FLU 7.1.82 – Little Road PD; And A Map Amendment To The Future Land Use Map 2-9 Adding Subarea Map 2-9(82) Little Road PD; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.
File Number PDE25-0054
Comm. Dist. 4
Recommendation Continuance Requested

Ms. Alvarez-Sowles noted the proof of publication.

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

COMMISSIONER OAKLEY MOVED approval to continue to the April 22, 2025 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER WEIGHTMAN SECONDED.**

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

P33 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 12) From RES-3 (Residential - 3 Du/Ga) And AG (Agricultural) To PD (Planned Development) On Approximately 100.8 Acres Of Real Property Located At The Southeast Intersection Of US 41 And Leland Avenue And 1.1 Miles North Of S.R. 52; And A Text Amendment Creating Subarea Policy Flu 7.1.72 – Fletcher; And A Map Amendment To The Future Land Use Map 2-9 Adding Subarea Map 2-9(72) Fletcher; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.

File Number PDE25-0060
Comm. Dist. 1
Recommendation Continuance Requested

Ms. Alvarez-Sowles noted the proof of publication.

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

COMMISSIONER OAKLEY MOVED approval to continue to the April 22, 2025 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER WEIGHTMAN SECONDED.**

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

P34 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Section 503 A-C Agricultural District; Section 504 AC-1 Agricultural District; Section 505 A-R Agricultural-Residential District; Section 506 AR-1 Agricultural-Residential District; Section 507 AR-5 Agricultural-Residential District; Section 509 E-R Estate Residential District; Section 510 ER-2 Estate Residential District; Section 512 R-1MH Single-Family/Mobile Home District; Section 514 R-1 Rural Density Residential District; Section 515 R-2 Low Density Residential District; Section 516 R-3 Medium Density Residential District; Section 517 R-4 High Density Residential District; Section 530.3 Construction Of Accessory Buildings And Structures; Creating New Section 530.24 Accessory Dwelling Units; Appendix A Definitions; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PDE25-0103
Comm. Dist. All
Recommendation Continuance Requested

Ms. Alvarez-Sowles noted the proof of publication.

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

Mr. Patrick Dutter, Interim Director of Development Review Services, spoke during the discussion.

Discussion was held regarding why the item was being continued.

COMMISSIONER OAKLEY MOVED approval to continue to the April 9, 2025 Board of County Commissioners meeting at 1:30 p.m. in Dade City; **COMMISSIONER YEAGER SECONDED.**

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

Public Hearings at 1:30 p.m.

Mr. Steinsnyder reviewed the Public Hearing procedures to be followed

Ms. Alvarez-Sowles swore in those who planned to present testimony.

COMMISSIONER OAKLEY MOVED approval of the Public Hearing Consent Agenda which included Agenda Item P39; **COMMISSIONER YEAGER SECONDED.**

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

P35 Conditional Use Request (Continuance) – C&M Lowe Limited Partnership and Port Hudson Marina LLC/Old Dixie Hwy Marina – Conditional Use for a Marina in a C-2 General Commercial District – Northwest Pasco County – North and South Side of the Intersection of Harbor Drive and Old Dixie Highway – Containing Approximately 3.18 Acres
File Number PDE25-CU01
Comm. Dist. 5
Recommendation Continuance Requested

Ms. Alvarez-Sowles noted the proof of publication.

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

COMMISSIONER OAKLEY MOVED approval to continue to the April 22, 2025 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER WEIGHTMAN SECONDED.**

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

P36 Zoning Amendment (Continuance) - Little Road MPUD Master Planned Unit Development - Nguyen Thien - a Rezoning Petition from E-R Estate Residential District to MPUD Master Planned Unit Development to Allow for 23 Townhomes and 32,452 Square Feet (SF) of Commercial Uses on 7.83 Acres, Located on the East Side of Little Road Approximately 550 Feet North of the Intersection of Little Road and Jasmine Boulevard
File Number PDE25-7721
Comm. Dist. 4
Recommendation Continuance Requested

Ms. Alvarez-Sowles noted the proof of publication.

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

COMMISSIONER OAKLEY MOVED approval to continue to the April 22, 2025 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER WEIGHTMAN SECONDED.**

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

P37 Zoning Amendment (Continuance) – Fletcher MPUD – Mary L. Fletcher Rev. Trust and Richard D. Fletcher – Rezoning Request from an A-C Agricultural District and an R-1MH Single-Family/Mobile Home District to an MPUD Master Planned Unit Development District to Allow for the Development of 350 Multi-family Apartment Dwelling Units, 160 Townhome Dwelling Units, and 100,000 Square Feet of Commercial and Associated Infrastructure on Approximately 100.6 Acres Located in North Central Pasco

File Number PDE25-7739
Comm. Dist. 1
Recommendation Continuance Requested

Ms. Alvarez-Sowles noted the proof of publication.

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

COMMISSIONER YEAGER MOVED approval to continue to the April 22, 2025 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER OAKLEY SECONDED.**
Vice-Chairman Mariano called on the motion, the vote was unanimous, and the motion carried.

P38 Zoning Amendment (Continuance) – HCM Hospitality LLC – Change in Zoning from a C-2 General Commercial District and MF-1 Multiple-Family Medium Density District to an MF-1 Multiple-Family Medium Density District – West Central Pasco County – East Side of US Highway 19, Approximately 950 Feet South of State Road 52– Containing Approximately 4.44 Acres

File Number PDE25-7818
Comm. Dist. 5
Recommendation Continuance Requested

Ms. Alvarez-Sowles noted the proof of publication.

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

COMMISSIONER OAKLEY MOVED approval to continue to the April 22, 2025 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER YEAGER SECONDED.**

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

P39 Zoning Amendment (Consent) – Gustavo A and Angela Trejos/Land O' Lakes Retail – Change in Zoning from an A-R Agricultural-Residential District to a C-2 General Commercial District – South Central Pasco County – North Side of State Road 54 and Approximately 1,020 Feet West of Wilson Road – Containing Approximately 1.93 Acres
File Number PDE25-7855
Comm. Dist. 4
Recommendation Approve

Ms. Alvarez-Sowles noted the proof of publication.

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

There was no public comment.

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

P40 Petition to Vacate Drainage and Utility Easement (Regular) – Charleston Communities IV, LLC – Tanglewood Drive, Lot 16
File Number FAC25-0111
Comm. Dist. 4
Recommendation Approve

Ms. Alvarez-Sowles noted the proof of publication.

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

There was no public comment.

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

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

P41 A Resolution (Regular) by the Board of County Commissioners of Pasco County, Florida, Amending the Wellhead Protection Area Map to Depict the Hudson Water Works Public Supply Wells Pursuant to Section 808.6.C, of the Land Development Code
File Number PDE25-0086
Comm. Dist. 5
Recommendation Approve

Ms. Alvarez-Sowles noted the proof of publication.

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

There was no public comment.

Discussion was held regarding the graphic and that it was County initiated.

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

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

P42 A Resolution (Regular) by the Board of County Commissioners of Pasco County, Florida, Amending the Wellhead Protection Area Map to Depict the City of San Antonio Wells Pursuant to Section 808.6.C, of the Land Development Code
File Number PDE25-0087
Comm. Dist. 1
Recommendation Approve

Ms. Alvarez-Sowles noted the proof of publication.

Ms. Amy Tull, Planning, Development and Economic Growth, used a PowerPoint presentation to review the item and spoke regarding the wrong recommendation slide.

There was no public comment.

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

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

P43 Zoning Amendment (Regular) – Anclote TH MPUD – Lennar Homes LLC – Rezoning Request from A-C Agricultural and A-R Agricultural-Residential Zoning District to MPUD Master Planned Unit Development District to Allow for the Development of 190 Townhome Dwelling Units and Associated Infrastructure on Approximately 46.03 Acres Located in Southwestern Pasco

File Number PDE25-7813
Comm. Dist. 3
Recommendation Approval with Conditions

Ms. Alvarez-Sowles noted the proof of publication.

Mr. William Vermillion, Planning, Development and Economic Growth, used a PowerPoint presentation to review the item.

Mr. Clarke Hobby, for the applicant, spoke regarding those who were not in attendance, the location, the surrounding zooming, and the town homes.

There was no public comment.

Discussion was held regarding the price; the AMI; and Lennar Townhomes.

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

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

Later in the meeting, Mr. Nectarios Pittos, Director of Planning Services, noted ex partes that had been submitted for the record.

P44 Zoning Amendment (Regular) - Sakelson Hudson MPUD Master Planned Unit Development - DRB Group - A Rezoning Request from an A-R Agricultural-Residential District to an MPUD Master Planned Unit Development to Allow for the Maximum Development of 63 Single-Family Detached Homes and Associated Infrastructure on Approximately 34.24 Acres

File Number PDE25-7831
Comm. Dist. 5
Recommendation Approval with Conditions

Ms. Alvarez-Sowles noted the proof of publication.

Mr. William Vermillion, Planning, Development and Economic Growth, used a PowerPoint presentation to review the item and spoke regarding changes that were made since the last meeting.

Ms. Barbara Wilhite, for the applicant, used a PowerPoint presentation to review the item and spoke regarding 52 and Colony and a new condition about no vehicular access to/from the project in Foxfire Drive.

Ms. Brooke Huber, Ms. Kim Santoro, Mr. Revis Johnes, Ms. Marcia Kaczmarek, Mr. Clinton Wynn, Mr. John Fish, Mr. Jeremy Riffee, Ms. Cathy Julian, Ms. Bridget Erichsen, and Ms. Vondenisia Harris spoke regarding Ms. Huber's property; concerns about the wells; accidents on the turn; U-turns to get onto Colony Road; balance within growth; the rezoning requests; wildlife concerns; traffic concerns; the Florida Black Wolf; Foxfire and Peach Tree Roads; Ms. Kaczmarek's animals; the Showman parcel; connections needed; the Binding Contract; sidewalks; ADA compliance; water and sewer; property taxes; land designation; Brighton Park; concerns with flooding; developments in the community; lost lives waiting for the bus to go to and from school; that Fire Rescue's response to emergencies were hindered; insurance rates; the water tables; spot zoning; impacts to the neighbors; pollutions and emissions; a previous meeting; the infrastructure; and that there were no deceleration lanes.

Mr. Nick Uhren, County Engineer, and Mr. David Goldstein, Chief Assistant County Attorney, spoke during the discussion.

Discussion was held regarding credit for the pond; the access to Foxfire; connections; turning lanes; the Palm Winds development; mobility fees; impact fees; the Capital Program; allocating resources; Brighton Bay; Sakelson; 52 and Colony; turn lanes; potential language changes for the Conditions of Approval; the proximate language; Black Well; that it would have County water and sewer; the cul-de-sac; the Binding Concept Plan; platted lots; the wildlife survey; design plans; signalization; the realignment of Colony; a route study; the right-of-way preservation tables; what was needed to be amended; a picture displayed by Commissioner Weightman; traffic; the cross section and multi-use path; the CIP; the distance for the word proximate; flooding;

a funding source; the Milton map; the cut line; Decubellis; language for the motion; and working with people in the future.

COMMISSIONER OAKLEY MOVED to receive and file documents submitted by Mr. William Vermillion; **COMMISSIONER WEIGHTMAN SECONDED**.

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

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

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

COMMISSIONER OAKLEY MOVED approval of Staff's recommendation subject to the rezoning Conditions in the Agenda Package in addition to those that were handed out during the meeting and those that had been put in orally to the record, with the removal of the word proximate and changing it to half a mile, the addition of the Condition to pre-pay the mobility fees if they had a plan to fund Colony Road, the cul-de-sac Condition which was read as the property south of the cul-de-sac adjacent to Foxfire shall be platted as a separate tract for landscape/roadway buffer and conveyed to the Homeowner's Association for maintenance rather than including it in the lots and the LDC variation for them not have to connect to Foxfire; **COMMISSIONER WEIGHTMAN SECONDED.**

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

Noted Items

Agenda Items N45 through N66 were noted.

Addendum

There was none.

Walk-Ons

There was none.

Post Meeting Materials

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

Adjourn

Commissioner Yeager left the meeting at 11:00 a.m. and returned at 11:03 a.m.

Commissioner Oakley left the meeting at 11:23 a.m. and returned at 11:25 a.m.

Commissioner Yeager left the meeting at 2:26 p.m. and returned at 2:29 p.m.

Commissioner Oakley left the meeting at 2:32 p.m. and returned at 2:34 p.m.

Commissioner Oakley left the meeting at 3:15 p.m. and returned at 3:17 p.m.

The meeting adjourned at 3:34 p.m.

BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING/REZONINGS
KATHRYN STARKEY
CHAIRMAN PRESIDING
MARCH 25, 2025

APPROVED IN REGULAR SESSION _____

(SEAL)

_____
JACK MARIANO, CHAIRMAN
APPROVED ON _____

ATTEST:

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

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

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CO26-0140 **DATE:** 1/20/2026

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

AGENDA SECTION: Consent Agenda

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. BCC 04-09-2025 - DISTRIBUTION

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

ANNOTATED AGENDA

APRIL 9, 2025

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

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

10:00 A.M.

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

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

Call To Order

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

Invocation
Pledge of Allegiance

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

Roll Call

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

Public Comment

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

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

Pastor Troy Pederson, Ms. Valerie LaFrance, Ms. Keyla Nunez, Mr. Ryck Morales with the Small Business Administration (SBA) Office of Disaster Assistance, and Ms. Tanya Riddlesworth spoke regarding an upcoming community event in Waterfront Park on April 19th; concerns of books with certain types of materials being allowed in Public Libraries; a visit to Tallahassee; the Governor of Florida's efforts; Library Card Policies; the Protect our Children Project; discussions with Library and County Staff members; God's Law; disaster assistance updates, upcoming deadlines, and contact information; concerns with Connected City and the upcoming presentation; concerns with encroachment and the Community Hub Zone; the Land Development Code; and permitted uses.

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

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

COMMISSIONER MARIANO MOVED approval to receive and file documents submitted by Mr. Ryck Morales; **COMMISSIONER OAKLEY SECONDED.**

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

Resolutions

Commissioners Items - Commissioner Weightman

RS1 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Declaring The Week Of April 6-12, 2025, As National Crime Victims' Rights Week In Pasco County
File Number CAO25-5132
Comm. Dist. All
Recommendation Approve

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

Ms. Tracy Toner, Misdemeanor Probation Manager, spoke during the discussion.

Discussion was held regarding appreciation for the Resolution and recognition; supporting victims; fear of retaliation; being impacted by crime; appreciation for Staff's efforts; and personal experiences and stories.

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

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

Commissioners Items - Commissioner Mariano

RS2 A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Declaring The Month Of May 2025 As Building Safety Month In Pasco County
File Number CAO25-5133
Comm. Dist. All
Recommendation Approve

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

Mr. J.P. Murphy, Director of Building Construction Services Administration, spoke during the discussion.

Discussion was held regarding Building Safety Month and the "Game On" theme; Shady Hills; mobile permitting events; the number of permits processed and inspections completed on average; working through the disasters; Tidal Basin; a recent survey; working with the public; pride in Staff's efforts; appreciation for the Resolution and recognition; after the fact violations; redesign of the building; Sea Ranch; working with outside entities; helping and protecting people; the Board's support; helping senior

citizens; issues with out of town contractors; going above and beyond; flooding; personal issues during the storms; that a lot had been learned; and leadership efforts.

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

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

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

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

Consent

COMMISSIONER OAKLEY MOVED approval of the Consent Agenda with the exception of Agenda Item C17 and Addendum Item AC97 which were pulled for discussion or revision; **COMMISSIONER MARIANO SECONDED.**

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

Public Infrastructure - Transportation Engineering

C17 Agreement for the Acquisition of Rights-of-Way - District Seven Off System Maintenance Agreement – Florida Department of Transportation – County Road 52/Meridian Avenue/21st Street/Suwanee Way/St. Joe Road – No Funding Required
File Number TED25-0076
Comm. Dist. 1
Recommendation Approve

Mr. Panos Kontses, Project Management, spoke during the discussion.

Discussion was held regarding the intersection of Meridian Avenue, County Road 52, Saint Joe Road, and 21st Street; that it would be a four way traffic lighted intersection; roundabouts; multi-use paths; right-of-way; and FDOT's determination.

COMMISSIONER OAKLEY MOVED approval of Staff's recommendation; **COMMISSIONER WEIGHTMAN SECONDED.**

Chairman Starkey called on the motion; the motion was unanimous, and the motion carried.

Regular

Development Services - Planning, Development, and Economic Growth

R31 Connected City, Village of Pasadena Hills, and Pasco 2050 Discussion
File Number CA25-5023
Comm. Dist. All
Recommendation Presentation Only

Mr. David Engel, Director of Planning, Development and Economic Growth, spoke regarding the item, those who planned to speak, and the topics to be presented and discussed.

Mr. Kartik Goyani, Vice-President of Operations for Metro Development Group, used a PowerPoint presentation and displayed videos to review the item. He spoke regarding when Connected City was created, it's location, Pasco County being a bedroom community, ULI Study findings, infrastructure, impact fees, those they had met with, related projects in the area, long term plans, transportation, investments they had made, schools, medical centers, commercial real estate, and residential real estate.

Mr. William Vermillion, Planning, Development and Economic Growth, Ms. Hayat Mazili, Planning, Development and Economic Growth, and Mr. Nectarios Pittos, Director of Planning Services, used a PowerPoint presentation to review the item.

Mr. Keith Wiley, Director of Parks, Recreation and Natural Resources, spoke during the discussion.

Discussion was held regarding the videos that were displayed; appreciation for their efforts and involvement; incubator spaces; residential entitlements; entrepreneurs; other who were making it great as well; what they had heard from residents; sports; park lands; cultural centers; the bus depot area; McKendree paving and realignment; Pasco Town Center; the children's hospital; connections; Double Branch MPUD; the Special Districts Roadway Obligation Map; the VOPH Super Park; growth; relocating funds; the demand for field space; the footprint that was needed in the parks; community uses;

Connected City boundaries; deed restrictions; facilities and amenities; site conditions; a transfer station; overlays; Capital Plans; replacing parks; Penny for Pasco and ELAMP funds; a request for an item to be brought back to the Board; properties near Tall Timbers; a property that would potentially be available in the future along 52; land swaps; future Public Works and Utilities facilities; the Parks Master Plan; funding community parks; location issues; a request for time to do an analysis; the Pasco County Comprehensive Plan Update; stakeholder engagement; wanting to see how the trails connected to each other; the VOPH Business Plan; time frames; housing stock; market transitions; home values; entitlements; finding the best mix of uses; entry level homes; higher end homes; affordable housing; workforce housing; other projects in the area; incubator projects; multi-family homes; Live Local; place making destinations; and connectivity.

Later in the meeting, the Board returned to the item.

Ms. Hayat Mazili, Planning, Development and Economic Growth, and Mr. Nectarios Pittos, Director of Planning Services, Mr. Keith Wiley, Director of Parks, Recreation and Natural Resources, and Mr. David Goldstein, Chief Assistant County Attorney, spoke during the discussion.

Discussion was held regarding the Mobility Fee Update Study; Vision Map; building roads; the influx of apartments; whether enough mobility fees had been collected; Live Local impacts; reductions for certain land uses; park requirements; a proposed Senate Bill; parking requirements; people who were being towed; traffic; tax rolls; opting out of Live Local; and another proposed Bill.

The item was for information only.

Updates from Chairman-Appointed Boards and Committees

The updates were provided under Miscellaneous Business.

Miscellaneous Business - District One - Commissioner Oakley

- Commissioner Oakley displayed pictures and spoke regarding the Tampa Bay Evening Reception at the Capitol, people they were able to meet, feeling better about their attendance in Tallahassee, and that everyone seemed to be on board with them.

- He displayed pictures and spoke regarding the Pasco County Senior Services Annual Senior-Volunteer Appreciation Luncheon.

- He displayed pictures and spoke regarding the Graduation Ceremony for the Fire Rescue Class of 25-03, an influx of new candidates, changes with the D-Shift,

and a recent story of EMS workers who responded to a gentleman with a heart attack while mowing his lawn and they returned later to finish mowing the lawn.

Miscellaneous Business - District Two - Commissioner Weightman

- Commissioner Weightman displayed a picture and spoke regarding the Pasco-Hernando State College Bobcats Baseball Team's rankings.

- He displayed pictures and spoke regarding the Johns Hopkins Hospital groundbreaking, the size of the site, intersections in the area, and the community.

- He displayed a picture and spoke regarding congratulations to BayCare on Bruce B. Downs being recognized by the Times as one of the best places to work, competition, finding talent, and bringing people to Pasco County.

Miscellaneous Business - District Three - Commissioner Starkey

- Chairman Starkey displayed pictures and spoke regarding being honored by the Girl Scouts of West Central Florida with the Women of Distinction Luncheon.

- She displayed pictures and spoke regarding attending FAC in Tallahassee.

- She displayed pictures and spoke regarding her Staff attending the Fire Station 3 Ribbon Cutting.

- She displayed a video and spoke regarding the Sports and Events Europe meeting she attended with Tourism and a Brazilian group that would be visiting soon.

- She displayed pictures and spoke regarding the Texas Roadhouse on 54 in front of Starkey Ranch opening.

- She displayed pictures and spoke regarding the ULI of Pasco Tour.

- She displayed pictures and spoke regarding the Citizens Academy welcome.

- She spoke regarding attending Net Fest.

- She displayed pictures and spoke regarding the Pasco County Fire Rescue Graduation.

- She displayed pictures and spoke regarding the Xgenex Ribbon Cutting and upcoming the AmSkills Boot Camp Graduation.

- She spoke regarding the glass drop recycling pilot program which had been implemented by the Solid Waste team on April 1st.

  Discussion was held regarding the program; why it was created; costs; the drop off sites; commodities; "wish-cycling"; and contaminations.

- She spoke regarding the Tree Mitigation Fund, the desire to add not-for-profit organizations to receive trees, past discussions, and the intent.

  Mr. David Engel, Planning, Development, and Economic Growth Director, spoke during the discussion.

  Discussion was held regarding costs involved; being close on something to go through the process; that it would be coming back to the Board; the Parks Department; expedition of the fee increases; broadening the use of funds; public parks; and specific buildings.

- She spoke regarding the Fence Ordinance, vacant commercial properties, temporarily securing with chain-link fencing, and a Walmart with vinyl fencing and issues they had faced.

- She spoke regarding her interest in a Public Safety Impact Fee, discussions with the Sheriff, that the Penny for Pasco was not covering the cost of needs.

  Discussion was held regarding the Board's direction; discussions with the TBBA (Tampa Bay Builder's Association); looking at increasing one impact fee per year; the different impact fees; the Fire Rescue Impact Fee; that studies would take about six months; what could be included in the study; the need for an overarching look at impact fees; bringing forth a Workshop item; the lack of utilities on State Road 52; and working with developers.

Miscellaneous Business - District Four - Commissioner Yeager

- Commissioner Yeager displayed pictures and spoke regarding Hope Services, skills they taught, tutoring support, an Ikea donation, and products that were free to the community.

- She displayed pictures and spoke regarding One More Child and a partnership with Grace's Food Pantry.

- She displayed pictures and spoke regarding her Pop-Up Pantry that fed 297 people and that the next one would be tomorrow.

- She displayed pictures and spoke regarding the Grand Opening at a McDonald's, a donation to her charity of choice which was Grace's Food Pantry, and a program for employees to get rides to work.

- She displayed pictures and spoke regarding the Xgenex Labs Ribbon Cutting and food safety.

- She displayed pictures and spoke regarding the Ground Breaking for the new Fire Station.

- She spoke regarding Sheriff Nocco meeting with everyone to give them a presentation, being moved by the issues with the helicopters, the opportunity for them to purchase two used helicopters, and the desire for them to have the helicopters for many reasons.

  Chief Chase Daniels, Undersheriff of Community Outreach Operations for the Sheriff's Office, spoke during the discussion.

  Discussion was held regarding the previous presentations by the Sheriff's Office; the current number of helicopters and how they were utilized; the Sheriff's Budget; what was requested; offsetting costs with revenue collected from the salvaged value of the helicopters; downsizing to only two helicopters; drone programs; rescue efforts; language for the motion; and recent emergency landings.

  COMMISSIONER YEAGER MOVED approval to amend the Sheriff's Budget up to $7.5 million for the purchase of two helicopters from Volusia County using available and appropriate funding sources; **COMMISSIONER OAKLEY SECONDED.**

  Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

- Later in the meeting, she spoke regarding her desire to allow boat trailers to be parked in the driveway.

  Discussion was held regarding HOA restrictions; the Land Development Code; parking issues; where boat trailers were allowed to be parked; and that they would want it to be brought back before the Commission.

Miscellaneous Business - District Five - Commissioner Mariano

- Commissioner Mariano displayed pictures and spoke regarding Chasco Fiesta Parade.

- He spoke regarding the upcoming Ribbon Cutting for the new trail at Sunwest Park on April 12th at 10:00 a.m. with the first 5K run, anticipation for additional runs with non-profits and schools, and wanting to work with Florida Sports Coast to put supplies out there for the runs.

  Later in the meeting, pictures were displayed.

- He spoke regarding the upcoming Scallop Fest, businesses and local bands that would be participating, and that it would be more family friendly.

- He spoke regarding recent ribbon cuttings and groundbreakings he had missed due to driving to meet with Fish and Wildlife to talk about the Aquatic Preserve.

Miscellaneous Business - County Administrator

- Mr. Carballa spoke regarding a letter to be submitted to the State Department of Government Efficiency that would be signed by the Chairman.

- Mr. Ralph Lair, Intergovernmental Affairs Officer, spoke regarding Federal appropriation requests, the 2025 Federal Budget, that earmarks were not allowed, projects that had been in play with Congressman Bilirakis and Congresswoman Lee, the door opening for projects for 2026, that they had been recommended by Congressman Bilirakis to resubmit some projects they had exactly as they were, new projects that were submitted to Congresswoman Lee's Office, and that each congressperson was only allowed 15 projects.

  Discussion was held regarding the Area Agency on Aging location for supportive senior housing; Hudson Industrial Park; and why they were not submitting new projects in Congressman Bilirakis' District.

  COMMISSIONER YEAGER MOVED approval to submit the projects by Friday to the Offices as they move forward for 2026 budget process with Congress; **COMMISSIONER WEIGHTMAN SECONDED.**

  Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

- Mr. Carballa spoke regarding the distributed memorandum referencing Invocations at the Board of County Commission meetings, and the suggestions for consideration.

  Discussion was held regarding the documents distributed; the suggestions for consideration; what other jurisdictions did; a case from Brevard County in 2019; suggested prayers to use; the need to refresh what was being said; potentially rotating County chaplains; potentially having the Commissioners themselves do

it; time limits; the need for a non-denominational message; and maintaining boundaries.

COMMISSIONER YEAGER MOVED approval to have a Public Safety Chaplain do the prayer and if for some reason they could not make it that they would use Commissioner Starkey's prayer effective April 22nd; **COMMISSIONER WEIGHTMAN SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

Miscellaneous Business - County Attorney

- Mr. Steinsnyder spoke regarding the Public Comment section on the Agenda and his concerns.

Discussion was held regarding Public Comment and the concerns.

Miscellaneous Business - Clerk and Comptroller

- Ms. Alvarez-Sowles spoke regarding an update on Operation Greenlight which ran from March 27th through April 3rd which impacted over 921 individuals.

Miscellaneous Business – Sheriff

- Absent.

THE BOARD RECESSED AT 12:19 P.M. AND RECONVENED AT 1:31 P.M.

Public Hearings

Proposed Ordinances at 1:30 p.m.

P32 An Ordinance By The Board Of County Commissioners Of Pasco County, Florida, Providing For The Amendment Of Chapter 42, Pasco County Code Of Ordinances; Providing For Modification; Repealer; Severability; Inclusion Into The Pasco County Code Of Ordinances; And An Effective Date.

File Number CC25-0005
Comm. Dist. All
Recommendation Approve

Ms. Alvarez-Sowles noted the proof of publication.

Ms. Denise Hernandez, Code Compliance, read the title into the record and used a PowerPoint presentation to review the item.

There was no public comment.

Discussion was held regarding thinking pools were already included; that they were a nuisance; that it would help with mosquitoes; and the public comment sign-up sheets.

COMMISSIONER MARIANO MOVED approval to adopt; **COMMISSIONER OAKLEY SECONDED.**

The motion was not called on.

COMMISSIONER MARIANO MOVED approval to adopt; **COMMISSIONER OAKLEY SECONDED.**

Ms. Alvarez-Sowles called the roll; the vote was unanimous, and the motion carried.

P33 An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Comprehensive Plan Amendment To The Future Land Use Maps (2-15 and Sheet 01) Changing From RES-3 (Residential-3 DU/GA), RES-6 (Residential-6 DU/GA), And RES-9 (Residential-9 DU/GA) To IL (Industrial-Light) On Approximately 7.93 Acres Of Real Property Located North Of Cummer Road, South Of State Road 575, East Of Pine Products Road, And West Of Bower Road.
File Number PDE25-0078
Comm. Dist. 1
Recommendation Approve

Ms. Alvarez-Sowles noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, read the title into the record.

There was no public comment.

Discussion was held regarding the Live Local provision.

COMMISSIONER OAKLEY MOVED approval to adopt; **COMMISSIONER WEIGHTMAN SECONDED.**

Ms. Alvarez-Sowles called the roll; the vote was unanimous, and the motion carried.

P34 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Section 503 A-C Agricultural District; Section 504 AC-1 Agricultural District; Section 505 A-R Agricultural-Residential District; Section 506 AR-1 Agricultural-Residential District; Section 507 AR-5 Agricultural-Residential District; Section 509 E-R Estate Residential District; Section 510 ER-2 Estate Residential District; Section 512 R-1MH Single-Family/Mobile Home District; Section 514 R-1 Rural Density Residential District; Section 515 R-2 Low Density Residential District; Section 516 R-3 Medium Density Residential District; Section 517 R-4 High Density Residential District; Section 530.3 Construction Of Accessory Buildings And Structures; Creating New Section 530.24 Accessory Dwelling Units; Appendix A Definitions; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PDE25-0103
Comm. Dist. All
Recommendation Approve

Ms. Alvarez-Sowles noted the proof of publication.

Mr. Patrick Dutter, Interim Director for Development Review Services, read the title into the record and used a PowerPoint presentation to review the item.

There was no public comment.

Ms. Denise Hernandez, Code Compliance, Mr. David Goldstein, Chief Assistant County Attorney, and Mr. David Engel, Director of Planning, Development and Economic Development, spoke during the discussion.

Discussion was held regarding potential Legislation related to Accessory Dwelling Units; Affordable Housing; dimensional standards; Special Exceptions; an email received from Grover Flack Designs; a Hernando County Ordinance; Homeowner's Association (HOA) rules; suggested language; short term and vacation rentals; impact fees; mobility fees; property subdivision; resource usage; personal stories; lot sizes; setbacks; parking and driveway requirements; lot coverage rules; different types of Accessory Dwelling Units; areas with flooding risk concerns; potential motion language; exemptions; the Live Local Act; concerns with the maximum of 1,200 square feet; a suggestion to cap the Accessory Dwelling Units to two bedrooms; stormwater language; Special Exceptions; potentially waiving fees; and concerns with the intent not being followed.

COMMISSIONER MARIANO MOVED approval to adopt with the notation that they can go up to 1,200 square feet and to leave the stormwater part out; **COMMISSIONER OAKLEY SECONDED.**

Ms. Alvarez-Sowles called the roll; the motion carried with Chairman Starkey voting nay.

Later in the meeting, the Board returned to the item.

Mr. Terry Schrader spoke regarding his appreciation and a scrivener's error.

Discussion was held regarding architectural considerations; preemptions; what they were able to regulate

P35 An Ordinance Establishing McKendree Pointe Community Development District Pursuant To Chapter 190, Florida Statutes; Providing For Authority And Power Of The District; Providing For Powers And Duties Of The District; Providing For The Board Of Supervisors Of The District; Providing For The District Budget; Providing For Functions Of The District; Providing For Miscellaneous Provisions; Providing For An Effective Date.
File Number PDE25-0115
Comm. Dist. 1
Recommendation Approve

Ms. Alvarez-Sowles noted the proof of publication.

Ms. Hayat Mazili, Planning, Development and Economic Growth, read the title into the record.

There was no public comment.

COMMISSIONER MARIANO MOVED approval to adopt; **COMMISSIONER WEIGHTMAN SECONDED.**

Ms. Alvarez-Sowles called the roll; the vote was unanimous, and the motion carried.

Public Hearings at 1:30 p.m.

Mr. Steinsnyder reviewed the Public Hearing procedures to be followed.

Ms. Alvarez-Sowles swore in those who planned to present testimony.

COMMISSIONER OAKLEY MOVED approval of the Public Hearing Consent Agenda which included Agenda item P37; **COMMISSIONER MARIANO SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

P36 An Ordinance (Continuance) By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Amending Section 1001 Docks And Seawalls; Section 1001.1 Intent And Purpose; Section 1001.4 Visibility; Section 1001.5 Maximum Projection And Location of Docks And Seawalls; Creating Section 1001.6 Boat Lift Canopies; Appendix A Definitions; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PDE25-0135
Comm. Dist. All
Recommendation Continuance Requested

Ms. Alvarez-Sowles noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, read the item into the record and spoke regarding the continuance request.

COMMISSIONER MARIANO MOVED approval to continue to the May 20, 2025 Board of County Commissioners meeting at 1:30 p.m. in New Port Richey; **COMMISSIONER OAKLEY SECONDED.**

Chairman Starkey called on the motion; the vote was unanimous, and the motion carried.

P37 Zoning Amendment (Consent) – St Joe Walk Inc/St Joe Walk – Change in Zoning from an ER-2 Estate-Residential District to an E-R Estate-Residential District – Northeast Pasco County – Southeast Corner of the Intersection of Scharber Road and St Joe Road – Containing Approximately 66.82 acres

File Number PDE25-7859
Comm. Dist. 1
Recommendation Approve

Ms. Alvarez-Sowles noted the proof of publication.

Mr. Nectarios Pittos, Director of Planning Services, read the item into the record and spoke regarding late ex parte communications that had been submitted.

There was no public comment.

Discussion was held regarding the difference between the zonings; the property; a suggestion for a small community center for the area; the school and church in the area; roundabouts; neighborhood commercial; something that would be coming back to them later; the proposal before the Board; and trails.

The item was approved as part of the Public Hearing Consent Agenda.

Noted Items

Agenda Items N38 through N96 were noted.

Addendum

Consent

AC97 Professional Services Agreement for Staff Augmentation Services in Support of FEMA Requirements for Hurricanes Helene and Milton - $772,800.00

File Number BCS25-0151
Comm. Dist. All
Recommendation Approve

Mr. J.P. Murphy, Director of Building Construction Services, spoke regarding increasing transparency, services provided by Tidal Basin, funding for the program, the decision to continue the services, and an error in the Board Action on the Memo which should be changed from authorize the County Administrator to execute the Purchase Order to execution of the Purchase Service Agreement which should be executed by the Chair.

Discussion was held regarding a surge in permit requests; the requested extension; and the request for a funding reimbursement from FEMA.

COMMISSIONER MARIANO MOVED approval of Staff's recommendation including changing the Board Action Memo from authorize the County Administrator to execute the Purchase Order to execution of the Purchase Service Agreement which should be executed by the Chair; **COMMISSIONER OAKLEY SECONDED.**

Chairman Starkey called on the motion; the motion was unanimous, and the motion carried.

Walk-Ons

There were none.

Post Meeting Materials

To view post meeting materials, visit www.pascocountyfl.net and navigate to the Agendas and Minutes page.

Adjourn

Commissioner Yeager left the meeting at 10:58 a.m. and returned at 11:01 a.m.

Commissioner Weightman left the meeting at 11:37 a.m. and returned at 11:40 a.m.

Commissioner Yeager left the meeting at 12:01 p.m. and returned at 12:03 p.m.

The meeting adjourned at 3:49 p.m.

BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING/REZONINGS
KATHRYN STARKEY
CHAIRMAN PRESIDING
APRIL 9, 2025

APPROVED IN REGULAR SESSION _____

(SEAL)

_____
JACK MARIANO, CHAIRMAN
APPROVED ON _____

ATTEST:

_____
Office of Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

Prepared by: Jessica L Faircloth, Records Clerk III
Board Records Division

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** PDE26-0145 **DATE:** 1/20/2026

SUBJECT: Food Policy Advisory Council Membership: New Appointments, Reappointments – No Funding Required

REFERENCES: Resolution No. 21-185

AGENDA SECTION: Consent Agenda

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED BOARD ACTION:

Approve the appointment of new members and reappointment of existing members to the Food Policy Advisory Council for a three-year term.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

The Food Policy Advisory Council (FPAC) was enacted by Resolution No. 21-185 as approved by the Board of County Commissioners. FPAC was created for the purpose of supporting an equitable, resilient, local food system in the County and to facilitate the review of responsible policies that improve the access to culturally appropriate, nutritionally sound and affordable food produced in the County. FPAC provides credible, well-conceived community food policy advice that can dramatically reduce instances of chronic disease and obesity, preserve agricultural lands, promote agricultural uses throughout the County, and assist in the development of new businesses in the food system sector.

Duties of the Food Policy Advisory Council are to:

- Provide collaborative, educated insights on food system elements that touch on economic development, food security efforts, preservation and enhancement of agricultural lands, and environmental concerns through community workshops;
- Support the development and expansion of locally produced foods through venues such as farmers markets and corner stores;
- Review proposed and existing County ordinances that affect the food system and advise the BCC on actions related to supporting the County's food system as appropriate;
- Make recommendations to the BCC concerning County food system elements;
- Gather, synthesize, and share information regarding community food systems within the County and the municipalities; and
- Provide an annual status report on the activities that the FPAC has undertaken in support of its purpose.

FPAC Membership:

FPAC members are appointed to a three-year term with no person serving more than three consecutive terms as a member. FPAC placed a priority on filling member vacancies in 2025. Previous FPAC Chair Dell DeChant resigned from the position in Spring 2025. Nicole Dube was selected to serve as the chair on October 3, 2025. The

current FPAC members recommend the following appointments and reappointments:

New Appointments:

- A farmer that resides and farms in Pasco County: Alicen Morency
- An academic professional specializing in cultural studies and ecology employed by a local university/higher education institution: David Sullivan
- A representative from a not-for-profit organization within the food system sector operating in Pasco County: Erika Leigh
- At-Large Position #2: Tanner Kauffman

Reappointments:

- A health care professional employed by the Florida Department of Health located in Pasco County: Jennifer Parker
- A food/nutrition/agricultural professional that is employed by the District School Board of Pasco County: Tiffany Young
- A representative from a grocer/distributor industry: Nicole Dube
- At-Large Position #1: Dan Mitchell
- A professional employed by the University of Florida Institute of Food/Agriculture Science (IFAS): Shari Bresin

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action.

DISTRIBUTION:
Not applicable.

ATTACHMENT(S):
1. Resolution No. 21 -185
2. Application for membership, David Sullivan PhD
3. Application for membership, Erika Leigh
4. Application for membership, Tanner Kauffman
5. Application for membership, Alicen Morency

cc: DA/DE/NP/AH/RJ

BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION No. 21-185**

A RESOLUTION BY THE PASCO COUNTY BOARD OF COUNTY COMMISSIONERS CONSOLIDATING RESOLUTION NOS. 15-165, 17-231, AND 20-154 AND RE-CONSTITUTING THE PASCO COUNTY FOOD POLICY ADVISORY COUNCIL

WHEREAS, the Pasco County Food Policy Advisory Council (FPAC), established by Resolution No. 15-165 and restructured by Resolution Nos. 17-231 and 20-154, has provided the Pasco County Board of County Commissioners and stakeholders with a forum to encourage the establishment of small businesses; the offering of safe, nutritious, affordable, and locally grown food; the efficient use of land, the preservation and conservation of agriculture; the reduction in food transportation distances; and the promotion of agricultural educational resources for the local population; and

WHEREAS, on March 10, 2021, at the regularly scheduled FPAC meeting, the FPAC voted unanimously to recommend to the Pasco County Board of County Commissioners to restructure the attorney member criteria to expand the pool of valuable skilled legal professionals for potential application to the FPAC attorney member position of the FPAC; and

WHEREAS, on March 10, 2021, at the regularly scheduled FPAC meeting, FPAC voted unanimously to recommend to the Pasco County Board of County Commissioners to extend the term of the FPAC for another six (6) year period to May 19, 2027; and

WHEREAS, the proposed restructuring of the FPAC member attorney criteria and extension of the FPAC term for another six (6) years will provide credible, well-conceived community food policy advice that can dramatically reduce instances of chronic disease and obesity, preserve agricultural lands, promote agricultural uses throughout the County and assist in the development of new business innovation in the food system sector; and

WHEREAS, the Board of County Commissioners desires to consolidate Resolutions Nos. 15-165, 17-231 and 20-154 and to re-constitute the FPAC as described herein.

NOW, THEREFORE, BE IT RESOLVED by the Pasco County Board of County Commissioners, in regular session duly assembled, that Resolution No. 15-165, as amended by Resolution No. 17-231, and as amended by Resolution No. 20-154 be consolidated and amended as follows:

Section 1. Recitals. The above recitals are true and correct and incorporated herein by reference.

Section 2. Purpose of the Food Policy Advisory Council.
The Pasco County Board of County Commissioner (BCC) has established the Food Policy Advisory Committee (FPAC) to support an equitable, resilient, local food system in Pasco County. The FPAC serves at the discretion of the BCC and provides advisement to the BCC by adhering to its mission of facilitating the review of responsible policies that improve the access to culturally appropriate, nutritionally sound and affordable food produced in Pasco County. Since its establishment in 2015, the FPAC has performed consistent with its mission and shall continue to be a resource to the BCC and the residents of Pasco County.

Section 3. Duties of the Food Policy Advisory Council.

The duties of the FPAC are as follows:

Provide collaborative, educated insight on food system elements that touch on economic development, food security efforts, preservation and enhancement of agricultural lands, and environmental concerns through community workshops that:

a) support the development and expansion of locally produced foods through venues such as farmers markets and corner stores;
b) review proposed and existing County ordinances that affect the food system and advise the BCC on a better course of action relative to supporting the County's food system as appropriate;
c) making recommendations to the BCC concerning County food system elements;
d) gather, synthesize, and share information regarding community food systems throughout the County and within the municipalities; and
e) provide an annual status report on the activities that the FPAC has undertaken in support of its Purpose.

Section 4. Composition of the Food Policy Advisory Council and Membership

a) Composition: The FPAC shall be comprised of eleven (11) voting members and one (1) non-voting member appointed by the BCC. The FPAC shall be comprised of:

i. Voting Members:

1. A farmer that resides and farms in Pasco County;
2. A health care professional employed by the Florida Department of Health located in Pasco County;
3. A food/nutrition/agricultural professional that is employed by the District School Board of Pasco County;
4. An academic professional specializing in cultural studies and ecology employed by a local university /higher education institution;
5. A local representative from an established farmers' market;
6. An attorney experienced in food systems, preferably residing and/or practicing in Pasco County or the Tampa Bay region.
7. A representative from a not-for-profit organization within the food system sector operating in Pasco County;
8. A representative from a grocer/distributor industry.
9. A food/nutrition professional that resides in Pasco County and possesses certified nutritionist credentials.
10. At-Large Position #1.
11. At-Large Position #2.

ii. Non-Voting Member:

1. A professional employed by the University of Florida's Institute of Food/Agriculture Science ("IFAS") program working in Pasco County's Cooperative Extension Program.

iii. Alternate Members:

1. Each of the above FPAC voting and non-voting members may have a designated alternate, with voting rights (except the non-voting member) if the seated FPAC member cannot attend an FPAC meeting. Designated alternates are expected to attend all FPAC quarterly meetings and workshops, as scheduled.

b) Terms. FPAC members shall be appointed to a three (3) year term with no person serving more than three consecutive terms as a member, except that if an appointment to the FPAC expires before the BCC has appointed a replacement member, then the member whose term has expired shall serve until a successor has been appointed.

c) Meetings. The FPAC shall meet at a minimum quarterly or more frequently as agreed upon by the majority vote of the members. A Pasco County staff member from the Planning and Development Department shall provide support based on availability.

d) Vacancy. If an FPAC member misses more than two meetings in a given year their membership shall be reviewed and replaced if agreed by a majority vote of the FPAC members. Member vacancies shall be filled in the same manner as the original appointment.

f) Compensation. Members shall be able to devote the time necessary to participate in the activities of the FPAC. Members shall receive no compensation for the performance of their duties as members of the FPAC; however each member may be paid necessary expenses, as authorized in Section 112.061, Florida Statutes, incurred while engaged in the performance of duties to the extent funds are available and such expenses are approved in advance by the County.

Section 5. Officers, Quorum, and Rules of Procedure.

a) Chairperson. The FPAC shall elect a Chairperson among the appointed FPAC members to preside at all meetings. The Chairperson shall be elected in June of each year and shall serve until the first meeting in June of the following year. The Chairperson will be responsible for creating meeting agendas with County staff designee. Additionally, the Chairperson will make all presentations, findings and determinations to the Pasco County BCC unless designated to another member and agreed upon by majority vote of the members. The Chairperson shallbe subject to the term limits set forth for all members.

b) Vice-Chairperson. The FPAC shall elect a Vice-Chairperson to preside and act on behalf of the Chairperson during his or her absence. The term of office and method of election for the Vice-Chairperson shall be the same as the Chairperson.

c) Quorum & Voting. The presence of a majority of the members of the FPAC shall constitute a quorum of the FPAC necessary to take action and transact business. No vacancy in the

membership of the FPAC shall impair the right of a quorum to exercise all the rights and perform all the duties of the FPAC. In addition, once quorum requirements have been met, an affirmative vote of the majority of the FPAC members present at a meeting shall be necessary for the FPAC to take any action. A tie vote shall not be considered an affirmative vote.

d) Conduct. The FPAC shall conduct its meetings in accordance with the current edition of Roberts Rules of Order. All FPAC activities shall be governed by the applicable federal, state, and local ordinances and are deemed to be included in this Resolution the same as though herein written out in full. All FPAC meetings shall be open to the public and subject to the applicable provisions of the Florida open meetings ("Sunshine") laws, Chapter 286, Florida Statutes. The records of the FPAC shall be subject to the applicable provisions of the Florida Public Records Law, Chapter 119, and Florida Statutes. The members of the FPAC shall be subject to the applicable provisions of the Code of Ethics for Public Officers and Employees, Chapter 112, Part III, Florida Statutes, including but not limited to sections 112.313 and 112.3143, Florida Statute.

Section 6. Meetings.

a) Meeting Notice. Notice of regular or special meetings of the FPAC and the time and location of each meeting shall be published to the public. FPAC meetings shall be held in a public facility of sufficient size to accommodate those present and at such locations as the FPAC may determine from time to time.

b) Regular Meetings. The F PAC shall establish a schedule of regular meetings,which shall be held at least quarterly. A schedule of each year's regular meetings shall be distributed to all FPAC members in June of the preceding calendar year.

c) Special Meetings. The Chairperson may call a special meeting of the FPAC on his/her initiative, at the request of any four (4) members or at the request of the BCC.

Section 7. Term. Six (6) years after the date of adoption of this Resolution, the Board shall review the activities of the FPAC to determine whether the FPAC still serves a necessary function and should continue in existence.

Section 8. Adoption.
This resolution shall become effective upon adoption.

DONE AND RESOLVED this 18th day of May 2021.

ATTEST:
NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

RONALD OAKLEY
CHAIRMAN

APPROVED
IN SESSION
MAY 18 2021
PASCO COUNTY
BCC

Application for Advisory Board/Committee/Commission

Print

Submitted by: DAVID SULLIVAN

Submitted On: 2025-03-17 17:23:40

Submission IP: 205.236.81.253 (172.31.29.67)
proxy-IP (raw-IP)

Status: Open

Advisory Board/Committee/Commission

West Pasco Government Center
8731 Citizens Drive
New Port Richey, FL 34654
Phone: (727) 847-8110
Fax: (727) 847-8969

*** Advisory Board/Committee (Select one or multiple)**

- [ ] Animal Control Advisory Committee
- [ ] Bicycle/Pedestrian Advisory Board
- [ ] Citizens Advisory Committee
- [ ] Commission on Human Trafficking
- [ ] Commission on the Status of Women
- [ ] Cultural Affairs Advisory Council
- [ ] Construction Board
- [ ] Educational Facilities Authority
- [ ] Emergency Medical Services Advisory Board
- [ ] Environmental Lands Acquisition Selection
- [x] Food Policy Advisory Council
- [ ] Greenways, Trails & Blueways Advisory Comm.
- [ ] Gulf Harbors Neighborhood Park (GHNP)
- [ ] Health Facilities Authority
- [ ] Health Permits Board
- [ ] Housing Finance Authority
- [ ] Jobs and Economic Opportunities Committee
- [ ] Law Library Board of Trustees
- [ ] Library Advisory Board
- [ ] Library Cooperative Advisory Board
- [ ] Mobility Fee Update Advisory Committee
- [ ] Opioid Task Force
- [ ] Pasco-Hernando Workforce Board (PHWB)
- [ ] Personnel Board
- [ ] Planning Commission
- [ ] Public Safety Coordinating Council
- [ ] Quail Hollow Advisory Board
- [ ] RESTORE Act Advisory Committee
- [ ] Starkey Ranch Shared Facility
- [ ] Suncoast Health Council Committee
- [ ] Solid Waste Management Citizens Advisory Committee
- [ ] Tourist Development Council
- [ ] Value Adjustment Board Committee
- [ ] Villages Pasadena Hills Stewardship Dist. Advisory Planning/Policy Committee
- [ ] Open to Any Available Committee

*** Are you a registered voter?**

(•) Yes ( ) No

*** First Name**

DAVID

*** Last Name**

SULLIVAN

*** Address**

9719 PANGOLA LOOP

*** City**

LAND O LAKES

*** State**

FL

*** FL**

34639

*** In which commission district do you live? (Can be found on back of your Voter Registration Card)**

(020) LAND O LAKES

*** Do you live in Pasco year round?**

(•) Yes ( ) No

Do you reside in the unincorporated area?

(•) Yes ( ) No

If no, please indicate city:

*** Phone Number**

8133688903

*** Email Address**

SULLIVAND1@EARTHLINK.NET

Employer Name

PASCO HERNANDO STATE COLLEGE

Employer Address

10230 RIDGE ROAD New Port Richey, FL 34654

Occupation

PROFESSOR

Please list any governmental advisory boards/committees/commissions on which you currently serve:

Pasco County Food Policy Advisory Council - Member PASCO HERNANDO STATE COLLEGE Professional Development Advisory Committee- Faculty Chair Pasco County Emergency Medical Services Advisory Committee (2021-2024) Association of Florida Colleges- Health Education Commission - Board Member

The Board of County Commissioners strives to ensure equal access for minorities and women to serve on advisory boards/committees/commissions. Completing this information will help us compile information needed to comply with Florida Statute 760.80.

- ○ **African American**
- ○ **Asian American**
- ○ **American Woman**
- ○ **Hispanic American**
- ○ **Native American**
- ◉ **Other**

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this board/committee/commission.

Academic - Degrees, Diplomas

Doctoral, Masters, Bachelor, Associate in Science

Professional - Certifications

National and Florida certified Paramedic, National EMS Educator certified.

Knowledge - Training, Interest, Experience

Promotion of Community Partnerships with PHSC and agricultural/ local food production/ gardening organizations. Work collaboratively with PHSC Community Relations administration to support future partnerships.

Community Involvement

Attend and Support Community agriculture and sustainability promotions in community. Rosebud Continuum volunteer (Land O Lakes, FL) Volunteer. American Legion Post 108 (Land O Lakes, FL) Member. Family farm in Land O Lakes.

Organizations - Memberships

Pasco County Food Policy Advisory Council, USF Botanical Gardens, BOK Tower Gardens, Florida Aquarium, Florida Agritourism Association, American Legion,

Upload Resume (optional)

Choose File No file chosen

1. Eligibility for membership on certain advisory boards/committees/commissions requires a valid voter registration card.
2. Membership on certain advisory boards/committees/commissions requires financial disclosure or the submission of other information.
3. Florida Statue 119.07 designates this application as a public document to be made available for anyone requesting to view it.
4. The Pasco County Code of Ordinances Article V regulates Boards, Committees, Authorities, Councils, and Commissioners of the Board of County Commissioners.

The Board of County Commissioners of Pasco County, Florida, does not discriminate upon the basis of any individual's disability status. This non discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment, or treatment in its programs or activities. If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are

entitled, at no cost to you, the provision of certain assistance. Within two working days of your receipt of this notice, please contact Human Resources, West Pasco Government Center, 7536 State Street, New Port Richey, Florida 34654; (727) 847-8030 and via 1-800-955-8771 if you are hearing impaired.

By typing my name and submitting this application, I acknowledge this constitutes my signature under the Florida Electronic Signature Act.

Electronic Signature

*** Type Full Name**

David Sullivan

*** Date**

03/17/2025

Format: MM/DD/YYYY

This application will remain active for one year. Resumes may be included; however, the application MUST still be completed.

Revised: 2/28/2023

Application for Advisory Board/Committee/Committee/Commission

Print

Submitted by: Ericka Leigh

Submitted On: 2025-10-08 11:08:56

Submission IP: 47.206.32.115 (172.31.21.12)
proxy-IP (raw-IP)

Status: Open

Attachments

- ELM Sustainability Resume.pdf - 2025-10-08 11:08:58 am

Advisory Board/Committee/Commission

West Pasco Government Center
8731 Citizens Drive
New Port Richey, FL 34654
Phone: (727) 847-8110
Fax: (727) 847-8969

* Advisory Board/Committee (Select one or multiple)

- [ ] Animal Control Advisory Committee
- [ ] Bicycle/Pedestrian Advisory Board
- [ ] Citizens Advisory Committee
- [ ] Commission on Human Trafficking
- [ ] Commission on the Status of Women
- [ ] Cultural Affairs Advisory Council
- [ ] Construction Board
- [ ] Educational Facilities Authority
- [ ] Emergency Medical Services Advisory Board
- [ ] Environmental Lands Acquisition Selection
- [x] Food Policy Advisory Council
- [ ] Greenways, Trails & Blueways Advisory Comm.
- [ ] Gulf Harbors Neighborhood Park (GHNP)
- [ ] Health Facilities Authority
- [ ] Health Permits Board
- [ ] Housing Finance Authority
- [ ] Jobs and Economic Opportunities Committee
- [ ] Law Library Board of Trustees
- [ ] Library Advisory Board
- [ ] Library Cooperative Advisory Board
- [ ] Mobility Fee Update Advisory Committee
- [ ] Opioid Task Force
- [ ] Pasco-Hernando Workforce Board (PHWB)
- [ ] Personnel Board
- [ ] Planning Commission
- [ ] Public Safety Coordinating Council
- [ ] Quail Hollow Advisory Board
- [ ] RESTORE Act Advisory Committee
- [ ] Starkey Ranch Shared Facility
- [ ] Suncoast Health Council Committee
- [ ] Solid Waste Management Citizens Advisory Committee
- [ ] Tourist Development Council
- [ ] Value Adjustment Board Committee
- [ ] Villages Pasadena Hills Stewardship Dist. Advisory Planning/Policy Committee
- [ ] Open to Any Available Committee

* Are you a registered voter?

(•) Yes ( ) No

* First Name	* Last Name
Ericka	Leigh

* Address	* City	* State	* FL
2820 W Kenmore Ave	Tampa	Florida	33614

* In which commission district do you live? (Can be found on back of your Voter Registration Card)

1

* Do you live in Pasco year round?

( ) Yes (•) No

Do you reside in the unincorporated area?

( ) Yes (•) No

If no, please indicate city:

I live in Hillsborough County and work in Pasco County.

* **Phone Number**

(813) 625-6222

* **Email Address**

rosebudcontinuum@gmail.com

Employer Name

Rosebud Continuum

Employer Address

22843 Hale Road Land O Lakes, FL 334639

Occupation

Director

Please list any governmental advisory boards/committees/commissions on which you currently serve:

I am not currently serving on a board.

The Board of County Commissioners strives to ensure equal access for minorities and women to serve on advisory boards/committees/commissions. Completing this information will help us compile information needed to comply with Florida Statute 760.80.

- ○ **African American**
- ○ **Asian American**
- ○ **American Woman**
- ◉ **Hispanic American**
- ○ **Native American**
- ○ **Other**

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this board/committee/commission.

Academic - Degrees, Diplomas

MA in Global Sustainability from USF 2015

Professional - Certifications

Knowledge - Training, Interest, Experience

Waste reduction, recycling, food security

Community Involvement

Community liaison for Rosebud and have been attending FPAC meetings since January 2025.

Organizations - Memberships

Upload Resume (optional)

Choose File No file chosen

1. Eligibility for membership on certain advisory boards/committees/commissions requires a valid voter registration card.
2. Membership on certain advisory boards/committees/commissions requires financial disclosure or the submission of other information.
3. Florida Statue 119.07 designates this application as a public document to be made available for anyone requesting to view it.
4. The Pasco County Code of Ordinances Article V regulates Boards, Committees, Authorities, Councils, and Commissioners of the Board of County Commissioners.

The Board of County Commissioners of Pasco County, Florida, does not discriminate upon the basis of any individual's disability status. This non discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment, or treatment in its programs or activities. If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, the provision of certain assistance. Within two working days of your receipt of this notice, please contact Human Resources, West Pasco Government Center, 7536 State Street, New Port Richey, Florida 34654; (727) 847-8030 and via 1-800-955-8771 if you are hearing impaired.

By typing my name and submitting this application, I acknowledge this constitutes my signature under the Florida Electronic Signature Act.

Electronic Signature

* **Type Full Name**

Ericka Leigh McThenia

* **Date**

10/08/2025

Format: MM/DD/YYYY

This application will remain active for one year. Resumes may be included; however, the application MUST still be completed.

Revised: 2/28/2023

Application for Advisory Board/Committee/Commission

Print

Submitted by: Tanner Kauffman

Submitted On: 2025-10-03 10:43:06

Submission IP: 35.145.254.16 (172.31.16.188)
proxy-IP (raw-IP)

Status: Open

Advisory Board/Committee/Commission

West Pasco Government Center
8731 Citizens Drive
New Port Richey, FL 34654
Phone: (727) 847-8110
Fax: (727) 847-8969

* Advisory Board/Committee (Select one or multiple)

- [ ] Animal Control Advisory Committee
- [ ] Bicycle/Pedestrian Advisory Board
- [ ] Citizens Advisory Committee
- [ ] Commission on Human Trafficking
- [ ] Commission on the Status of Women
- [ ] Cultural Affairs Advisory Council
- [ ] Construction Board
- [ ] Educational Facilities Authority
- [ ] Emergency Medical Services Advisory Board
- [ ] Environmental Lands Acquisition Selection
- [x] Food Policy Advisory Council
- [ ] Greenways, Trails & Blueways Advisory Comm.
- [ ] Gulf Harbors Neighborhood Park (GHNP)
- [ ] Health Facilities Authority
- [ ] Health Permits Board
- [ ] Housing Finance Authority
- [ ] Jobs and Economic Opportunities Committee
- [ ] Law Library Board of Trustees
- [ ] Library Advisory Board
- [ ] Library Cooperative Advisory Board
- [ ] Mobility Fee Update Advisory Committee
- [ ] Opioid Task Force
- [ ] Pasco-Hernando Workforce Board (PHWB)
- [ ] Personnel Board
- [ ] Planning Commission
- [ ] Public Safety Coordinating Council
- [ ] Quail Hollow Advisory Board
- [ ] RESTORE Act Advisory Committee
- [ ] Starkey Ranch Shared Facility
- [ ] Suncoast Health Council Committee
- [ ] Solid Waste Management Citizens Advisory Committee
- [ ] Tourist Development Council
- [ ] Value Adjustment Board Committee
- [ ] Villages Pasadena Hills Stewardship Dist. Advisory Planning/Policy Committee
- [ ] Open to Any Available Committee

* Are you a registered voter?

(•) Yes ( ) No

* First Name: Tanner

* Last Name: Kauffman

* Address: 5705 Virginia Ave

* City: New Port Richey

* State: FL

* FL: 34652

* In which commission district do you live? (Can be found on back of your Voter Registration Card)

2

* Do you live in Pasco year round?

(•) Yes ( ) No

Do you reside in the unincorporated area?

( ) Yes (•) No

If no, please indicate city:

New Port Richey

* **Phone Number**

5617066039

* **Email Address**

theosharvest@gmail.com

Employer Name

Theo's Harvest

Employer Address

5705 Virginia Ave

Occupation

Farmer

Please list any governmental advisory boards/committees/commissions on which you currently serve:

The Board of County Commissioners strives to ensure equal access for minorities and women to serve on advisory boards/committees/commissions. Completing this information will help us compile information needed to comply with Florida Statute 760.80.

- ◯ **African American**
- ◯ **Asian American**
- ◯ **American Woman**
- ◯ **Hispanic American**
- ◯ **Native American**
- ◯ **Other**

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this board/committee/commission.

Academic - Degrees, Diplomas

Professional - Certifications

Knowledge - Training, Interest, Experience

Community Involvement

Organizations - Memberships

Upload Resume (optional)

Choose File No file chosen

1. Eligibility for membership on certain advisory boards/committees/commissions requires a valid voter registration card.
2. Membership on certain advisory boards/committees/commissions requires financial disclosure or the submission of other information.
3. Florida Statue 119.07 designates this application as a public document to be made available for anyone requesting to view it.
4. The Pasco County Code of Ordinances Article V regulates Boards, Committees, Authorities, Councils, and Commissioners of the Board of County Commissioners.

The Board of County Commissioners of Pasco County, Florida, does not discriminate upon the basis of any individual's disability status. This non discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment, or treatment in its programs or activities. If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, the provision of certain assistance. Within two working days of your receipt of this notice, please contact Human Resources, West Pasco Government Center, 7536 State Street, New Port Richey, Florida 34654; (727) 847-8030 and via 1-800-955-8771 if you are hearing impaired.

By typing my name and submitting this application, I acknowledge this constitutes my signature under the Florida Electronic Signature Act.

Electronic Signature

*** Type Full Name**

Tanner Kauffman

*** Date**

10/03/2025

Format: MM/DD/YYYY

This application will remain active for one year. Resumes may be included; however, the application MUST still be completed.

Revised: 2/28/2023

Application for Advisory Board/Committee/Commission

Print

Submitted by: Alicen Morency

Submitted On: 2025-09-04 09:42:48

Submission IP: 35.137.57.49 (172.31.20.121)
proxy-IP (raw-IP)

Status: Open

Advisory Board/Committee/Commission

West Pasco Government Center
8731 Citizens Drive
New Port Richey, FL 34654
Phone: (727) 847-8110
Fax: (727) 847-8969

* Advisory Board/Committee (Select one or multiple)

- [ ] Animal Control Advisory Committee
- [ ] Bicycle/Pedestrian Advisory Board
- [ ] Citizens Advisory Committee
- [ ] Commission on Human Trafficking
- [ ] Commission on the Status of Women
- [ ] Cultural Affairs Advisory Council
- [ ] Construction Board
- [ ] Educational Facilities Authority
- [ ] Emergency Medical Services Advisory Board
- [ ] Environmental Lands Acquisition Selection
- [x] Food Policy Advisory Council
- [ ] Greenways, Trails & Blueways Advisory Comm.
- [ ] Gulf Harbors Neighborhood Park (GHNP)
- [ ] Health Facilities Authority
- [ ] Health Permits Board
- [ ] Housing Finance Authority
- [ ] Jobs and Economic Opportunities Committee
- [ ] Law Library Board of Trustees
- [ ] Library Advisory Board
- [ ] Library Cooperative Advisory Board
- [ ] Mobility Fee Update Advisory Committee
- [ ] Opioid Task Force
- [ ] Pasco-Hernando Workforce Board (PHWB)
- [ ] Personnel Board
- [ ] Planning Commission
- [ ] Public Safety Coordinating Council
- [ ] Quail Hollow Advisory Board
- [ ] RESTORE Act Advisory Committee
- [ ] Starkey Ranch Shared Facility
- [ ] Suncoast Health Council Committee
- [ ] Solid Waste Management Citizens Advisory Committee
- [ ] Tourist Development Council
- [ ] Value Adjustment Board Committee
- [ ] Villages Pasadena Hills Stewardship Dist. Advisory Planning/Policy Committee
- [ ] Open to Any Available Committee

* Are you a registered voter?

(•) Yes ( ) No

* First Name	* Last Name
Alicen	Morency

* Address	* City	* State	* FL
34759 Spirit Hills Way	Dade City	Florida	33523

* In which commission district do you live? (Can be found on back of your Voter Registration Card)

2, 5, 6, 7

* Do you live in Pasco year round?

(•) Yes ( ) No

Do you reside in the unincorporated area?

(•) Yes ( ) No

If no, please indicate city:

*** Phone Number**

(815) 677-5539

*** Email Address**

shadyoaksflorida@gmail.com

Employer Name

Shady Oaks, LLC

Employer Address

Same as Above

Occupation

Hydroponic Farming, Co-Owner

Please list any governmental advisory boards/committees/commissions on which you currently serve:

N/A

The Board of County Commissioners strives to ensure equal access for minorities and women to serve on advisory boards/committees/commissions. Completing this information will help us compile information needed to comply with Florida Statute 760.80.

- ○ **African American**
- ○ **Asian American**
- ◉ **American Woman**
- ○ **Hispanic American**
- ○ **Native American**
- ○ **Other**

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this board/committee/commission.

Academic - Degrees, Diplomas

Bachelors of Science, Biology

Professional - Certifications

Knowledge - Training, Interest, Experience

Own and operate a Hydroponic Farm, participate in farmers markets, raised with traditional farming methods (gardening, cattle, crop cultivation), and own chickens. Interested in making a difference and impacting food insecurity.

Community Involvement

Donate/Volunteer Pasco One Stop Shop, Repair hydroponic systems for community organizations, Partnerships with local non-profits, YES program's Culinary Co-Op, Talks and demonstrations at master gardener events

Organizations - Memberships

Upload Resume (optional)

Choose File No file chosen

1. Eligibility for membership on certain advisory boards/committees/commissions requires a valid voter registration card.
2. Membership on certain advisory boards/committees/commissions requires financial disclosure or the submission of other information.
3. Florida Statue 119.07 designates this application as a public document to be made available for anyone requesting to view it.
4. The Pasco County Code of Ordinances Article V regulates Boards, Committees, Authorities, Councils, and Commissioners of the Board of County Commissioners.

The Board of County Commissioners of Pasco County, Florida, does not discriminate upon the basis of any individual's disability status. This non discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment, or treatment in its programs or activities. If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, the provision of certain assistance. Within two working days of your receipt of this notice, please contact Human Resources, West Pasco Government Center, 7536 State Street, New Port Richey, Florida 34654; (727) 847-8030 and via 1-800-955-8771 if you are hearing impaired.

By typing my name and submitting this application, I acknowledge this constitutes my signature under the Florida Electronic Signature Act.

Electronic Signature

* **Type Full Name**

Alicen R. Morency

* **Date**

09/04/2025

Format: MM/DD/YYYY

This application will remain active for one year. Resumes may be included; however, the application MUST still be completed.

Revised: 2/28/2023

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** PIFBA26-0027 **DATE:** 1/20/2026

SUBJECT: Cooperative Purchase – Fastenal Company – As Needed Paint and Supplies – $135,000.00

REFERENCES: Sourcewell Contract No. 091422-FAS

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Joshua Wood, Public Infrastructure Fiscal and Business Administration Director

RECOMMENDED BOARD ACTION:

Approve the purchase of various paints and supplies, pursuant to Section 2-96 (b) of the Purchasing Ordinance, by utilizing the Sourcewell Contract No. 091422-FAS with Fastenal Company (Fastenal), which is currently still in effect, in the Not to Exceed (NTE) amount of $135,000.00 for Fiscal Year (FY) 2026. Authorize the Chairman to sign one original of the quote provided, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

The Warehouse Services Division of the Public Infrastructure Fiscal and Business Administration (PIFBA) Department maintains an extensive inventory list of various paints and supplies that are utilized by various Operations and Maintenance crews for mission-critical projects completed throughout Pasco County.

The Warehouse Services Division of the PIFBA Department, with concurrence from the Purchasing Department, finds it is in the County's best interest to utilize the Sourcewell Contract No. 091422-FAS with Fastenal, in the NTE amount of $135,000.00 for FY 2026.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding in the amount of $135,000.00 is budgeted and available for FY 2026 in the Water and Wastewater Unit fund, Warehouse Services, Inventory.

Following the placement of any order under this contract by a County Department, a journal entry will be posted to the budget of that Department when the materials from that order are received by the Warehouse Services Division of the PIFBA Department.

DISTRIBUTION:

Board Records to distribute as set forth below:
1. Retain One Original
2. Electronic Distribution to:
a. Alyssa Davis, General Manager, Fastenal Company – flbrk@stores.fastenal.com
b. Christopher Perkins, Administrative Services Manager, PIFBA – cperkins@pascocountyfl.net

ATTACHMENT(S):

1. PIFBA26-0027 Exception Form
2. PIFBA26-0027 Quote
3. PIFBA26-0027 Terms and Conditions Memo
4. PIFBA26-0027 Cooperative Contract Documents - Contract No. 091422-FAS
5. PIFBA26-0027 Division of Corporations - Sunbiz

cc: Carrie C. Roberts, Purchasing Director

Purchasing EXCEPTION Form

This form MUST be submitted when a Department intends to utilize an exception to open competition. All backup documentation, including justification for the exception must be submitted with this form.

Buyer/PA: Flora Pinson Date: 09/05/2025

Req #: _____ Dollar Amount: $ 135,000.00

Vendor: FASTENAL COMPANY

Description of item(s) or service(s) to be purchased: As Needed Paint, Painting Supplies, and Latex and Nitrile Gloves for FY 2026

____ **CONFIDENTIAL PURCHASE (**complies with detailed requirements stated in Fla. Stat. sec.119.0725) *

Select the appropriate EXCEPTION (Select ONLY 1 of the following: Sole Source, Cooperative, Florida Term Contract, Piggy Back OR Exempt)

____ **Sole Source:** (provide sole source justification and current Sole Source letter from the vendor)

✔ **Cooperative Purchase:** Cooperative: Sourcewell Contract #: 091422-FAS exp. 11/18/2026

____ **Florida State Term Contract** (issued by Department of Management Services only) #: _____

____ **Piggyback:**

____ Non-DMS Florida Contracts: Agency: _____ Contract #: _____

____ Other Government Contract: Agency: _____ Contract #: _____

____ **Exempt Purchase** (Dept. is responsible for verifying the request complies with detailed requirements stated Ordinance Sec. 2-103):

____ b. The Good or Service is subject to a trial program by the County;

____ c. Utilizing a competitive process will be detrimental to timely securing of needed Goods/ Services;

____ d. It is a purchase of Goods or Services related to Cybersecurity as defined in section 119.0725, Florida Statutes *

____ e. There exists only one responsible vendor including one manufacturer or sales representative;

____ f. Although there exists more than one responsible source, a competitive process cannot reasonably be used or, if used, will result in a substantially higher cost to the County, will otherwise injure the County's financial interests or will substantially impede the County's administrative functions or the delivery of services to the public;

____ g. Is required to maintain interchangeability or compatibility and available from only one source;

____ h. Is required to standardize or maintain standardization;

____ i. Is required to match materials in use, so as to produce visual harmony;

____ j. Is prescribed by a Professional or Consultant;

____ k. Is required to enable use by a specific individual;

____ l. Is the subject of a change order and/or contract modification when not practical to engage another contractor;

PASCO COUNTY FLORIDA

_____ m. Renewal of software licenses & associated maintenance and support services;
_____ n. Extensions of an existing contracts or renewals of an existing contract;
_____ o. Membership dues/fees for trade, professional, legal, government associations;
_____ p. Conference/workshop registrations, training classes, certification/testing;
_____ q. Speakers, lecturers, musicians, actors/performing artists; artistic services;
_____ r. Maintenance, training, services, parts and/or warranties for existing equipment and systems provided by the original equipment manufacturer (OEM) or sole authorized agent;
_____ s. Franchised garbage service, utilities and other related natural monopolies;
_____ t. Registrations, licenses, certifications, permits, tolls, fees and other regulatory requirements;
_____ u. Goods and/or Services provided by other public (government)agencies (including universities);
_____ v. Advertising;
_____ w. Postage and parcel services;
_____ x. Medical and veterinary Goods and Services, and pharmaceuticals;
_____ y. Purchase of library books, reference books and materials;
_____ z. Professional Services;
_____ aa. Legal Services selected by the County Attorney;
_____ bb. Employee recruitment services;
_____ cc. Goods or Services provided by a non-profit organization (as defined by Florida Statute Chapter 617);

Describe the JUSTIFICATION for the selected EXCEPTION:

Using Florida State Contract # 091422-FAS for the purchase of As Needed Paint, Painting Supplies, and Latex and Nitrile Gloves.

Department Signatures:

Christopher Perkins	Christopher Perkins Digitally signed by Christopher Perkins Date: 2025.09.05 13:26:13 -04'00'	09/05/2025
Printed	Signature	Date

Purchasing Director Approval:

	Carrie C. Roberts Digitally signed by Carrie C. Roberts Date: 2025.12.03 16:20:30 -05'00'	
Printed	Signature	Date

***Chief Information Officer Approval (required if "CONFIDENTIAL ITEM" or item "d" above is selected):**

Printed	Signature	Date

November 2023

FASTENAL®

Price Quotation

CONFIDENTIAL

12/29/2025

PASCO COUNTY UTILITIES
38053 LIVE OAK AVE
DADE CITY, FL 33523-3805 USA
Phone: 727-847-8144
Fax: 727-834-3471
Contract #: 091422-FAS
ATTN: DEFAULT

The store serving you is:
Fastenal Company
16252 Springhill Dr
BROOKSVILLE, FL 34604 USA
Phone: 352-797-6163
Fax: 352-797-6302
Email: FLBRK@stores.fastenal.com

This Quote and Document are subject to the "Terms of Purchase" posted on www.fastenal.com

Account #: BOFL1185 **PO #:** **Due Date:** 04/30/2026
Quote #: 133413 **Job #:** Paint Quote **Expiration Date:** 04/30/2026

Part #	Customer Part #	Description	Quantity	Price/EA	Extended Price
0609542 1gal Safety Blue Professional Oil Based Gloss Enamel		1galSftyBlueGlossPnt	100	$91.2825	$9,128.25
0609297 1gal Safety Yellow Professional Oil Based Gloss Enamel		1galSftyYlwGlossPnt	150	$73.7218	$11,058.27
0135805 16oz (12oz Net Fill) Safety Blue Industrial Choice[REG] 1600 System Enamel Paint		IND CH SFTYBLUE 12OZ	600	$6.3071	$3,784.26
0135807 16oz (12oz Net Fill) Safety Green Industrial Choice[REG] 1600 System Enamel Paint		IND CH SFTYGRN 12OZ	150	$5.6305	$844.58
0136164 16oz (12oz Net Fill) Safety Purple Industrial Choice[REG] 1600 System Enamel Paint		IC AER SFTY PURP12OZ	200	$5.6305	$1,126.10
0136170 20oz (17oz Net Fill) Caution Blue Industrial Choice[REG] M1800 System Inverted Marking Paint		IC WB CAUTN BLU 17oz	500	$5.1632	$2,581.60
0136171 20oz (17oz Net Fill) Fluorescent Green Industrial Choice[REG] M1800 System Inverted Marking Paint		IC WB FLO GRN 17oz	400	$5.1632	$2,065.28
0136176 20oz (17oz Net Fill) Fluorescent Orange Industrial Choice[REG] M1800 System Inverted Marking Paint		IC WB FLO ORANG 17oz	800	$5.1632	$4,130.56
0136181 20oz (17oz Net Fill) Safety Purple Industrial Choice[REG] M1800 System Inverted Marking Paint		IC WB SFTY PURP 17oz	200	$6.8264	$1,365.28
0136179 20oz (17oz Net Fill) Fluorescent Red Industrial Choice[REG] M1800 System Inverted Marking Paint		IC WB FLO RED 17oz	50	$11.2350	$561.75
0136184 20oz (17oz Net Fill) White Industrial Choice[REG] M1800 System Water-Based Inverted Marking Paint		IC WB WHITE 17oz	300	$5.1632	$1,548.96
0132096 16oz (12oz Net Fill) Machine Gray Aerosol Industrial Choice[REG] 1600 System Enamel Paint		IC12ozAero Mach Gray	250	$11.1375	$2,784.38
91183743 12oz Aerosol Hunter Green Stops Rust[REG] Protective Enamel Spray Paint		12ozHunterGreenPaint	400	$14.2875	$5,715.00
0609361 16oz (12oz Net Fill) Aerosol Gloss Black Stops Rust[REG] Enamel Spray Paint		12ozBlkGlssSpryPaint	200	$8.6940	$1,738.80
10235-01563 1gal Mineral Spirits		Mineral Spirit 1Gal	30	$18.3343	$550.03
922898409 Flat Trim 4" Purdy XL		144380340	400	$27.8850	$11,154.00
922898779 Angle Sash		144152530	120	$32.6760	$3,921.12
0693007 2" Purdy[REG] Nylox Dale Paint Brush		2"NyloxDaleBrush	120	$16.3545	$1,962.54
922898567 Flat Trim		144380320	400	$14.1150	$5,646.00

FASTENAL®

Price Quotation

CONFIDENTIAL

12/29/2025

PASCO COUNTY UTILITIES
38053 LIVE OAK AVE
DADE CITY, FL 33523-3805 USA
Phone: 727-847-8144
Fax: 727-834-3471
Contract #: 091422-FAS
ATTN: DEFAULT

The store serving you is:
Fastenal Company
16252 Springhill Dr
BROOKSVILLE, FL 34604 USA
Phone: 352-797-6163
Fax: 352-797-6302
Email: FLBRK@stores.fastenal.com

This Quote and Document are subject to the "Terms of Purchase" posted on www.fastenal.com

Account #: BOFL1185 **PO #:** **Due Date:** 04/30/2026
Quote #: 133413 **Job #:** Paint Quote **Expiration Date:** 04/30/2026

Part #	Customer Part #	Description	Quantity	Price/EA	Extended Price
0602079		9"x1/4"FiveWireFrame	150	$2.4710	$370.65
9" x 1/4" ORMADUS[REG] 5-Wire Roller Frame With Metal Ferrules					
0602072		9"x3/8"Gen-PurpCover	150	$1.4461	$216.92
9" x 3/8" General Purpose Polypropylene Core Roller ORMADUS[REG] Cover Refill					
0602376		Plastic Roller Tray	150	$2.0572	$308.58
1qt Capacity Green Plastic Roller Tray 9-1/2" Roller					
923207825		12oz1600WhtPaint	100	$6.3037	$630.37
16oz (12oz Net Fill) Glossy White Industrial Choice[REG] 1600 System Enamel Paint					
923207825		12oz1600WhtPaint	100	$6.3037	$630.37
16oz (12oz Net Fill) Glossy White Industrial Choice[REG] 1600 System Enamel Paint					
				TOTAL (USD):	**$73,823.65**

Role: District Manager
Signed:
Print: Glen Hite

Clint Coley
RVP

Please see notice attached.

ATTEST

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

By:_____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

By:_____
Jack Mariano, Chairman

Date:_____, 20____



*Shipping & Handling charges are subject to change.

Christopher Perkins

From: Clint Coley <ccoley@fastenal.com>
Sent: Monday, January 5, 2026 3:32 PM
To: Christopher Perkins; Glen Hite
Cc: William Dervaes; FLBRK; Alyssa Davis; Zack Lonsway
Subject: Re: FY26 PO AS NEEDED PAINT AND ACCESSORIES
Attachments: fast-12-31-2023-10-k-exhibit-3_2_bylaws (1).pdf; Pasco Terms Acknowledgment.pdf

Hello All,
Please see attached and Below.

Section 4. Execution of Instruments. The Chief Executive Officer, the President, any Vice President person or persons designated by the Board of Directors, may sign and deliver in the name of the corporati mortgages, bonds, contracts, or other instruments pertaining to the business and affairs of the corporation, exce which the authority to sign and deliver is required by the law to be exercised by another person or is expressly de Articles of Incorporation or these Bylaws or by the Board of Directors to some other officer or agent of the corpor

Thank You,



Clint Coley
Regional Vice President
Fastenal

FASTENAL

ccoley@fastenal.com
2025 ESG Report
Visit our Website
National Accounts Brochure

SAVE CONTACT

From: Christopher Perkins <cperkins@pascocountyfl.net>
Sent: Monday, January 5, 2026 11:22 AM
To: Glen Hite <ghite@fastenal.com>
Cc: William Dervaes <wdervaes@fastenal.com>; FLBRK <flbrk@stores.fastenal.com>; Alyssa Davis <alydavis@fastenal.com>; Clint Coley <ccoley@fastenal.com>; Zack Lonsway <jolonswa@fastenal.com>
Subject: RE: FY26 PO AS NEEDED PAINT AND ACCESSORIES

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Glen,

I just received this from my legal team:

In lieu of chasing down the president, Fastenal could alternatively provide written proof (in the form of a Board Resolution or something similar) that Mr. Coley has existing authority to (1) sign contracts for Fastenal, and (2) delegate that authority to others. If we get that proof alongside Mr. Coley's letter authorizing Mr. Hite, that would suffice.

I hope this helps.

Christopher Perkins, PMP, CLSSGB
Administrative Services Manager –
Warehouse Team
Public Infrastructure Fiscal and
Business Administration Department
Pasco County
P 813-235-6196 ext 6888
M 727-494-5157
19420 Central Blvd
Land O' Lakes, FL 34637-7006
cperkins@pascocountyfl.net
www.pascocountyfl.net

"Serving our community to create a better future."

From: Christopher Perkins
Sent: Monday, January 5, 2026 11:19 AM
To: Glen Hite <ghite@fastenal.com>
Cc: William Dervaes <wdervaes@fastenal.com>; FLBRK <flbrk@stores.fastenal.com>; Alyssa Davis <alydavis@fastenal.com>; Clint Coley <ccoley@fastenal.com>; Zack Lonsway <jolonswa@fastenal.com>
Subject: RE: FY26 PO AS NEEDED PAINT AND ACCESSORIES

Glen,

No, I'm sorry – but the permission would have to be granted by the President of the corporation, not a regional VP.

Christopher Perkins, PMP, CLSSGB
Administrative Services Manager –
Warehouse Team
Public Infrastructure Fiscal and
Business Administration Department
Pasco County
P 813-235-6196 ext 6888
M 727-494-5157
19420 Central Blvd
Land O' Lakes, FL 34637-7006
cperkins@pascocountyfl.net
www.pascocountyfl.net

"Serving our community to create a better future."

From: Glen Hite <ghite@fastenal.com>
Sent: Sunday, January 4, 2026 9:22 AM
To: Christopher Perkins <cperkins@pascocountyfl.net>
Cc: William Dervaes <wdervaes@fastenal.com>; FLBRK <flbrk@stores.fastenal.com>; Alyssa Davis

RESTATED BYLAWS OF
FASTENAL
COMPANY

ARTICLE I REGISTERED OFFICE

The corporation shall maintain a registered office in Minnesota. The corporation may have other offices in such places within or outside of Minnesota as the Board of Directors may from time to time designate.

ARTICLE II
SHAREHOLDERS' MEETINGS

Section 1. Place. Meetings of the shareholders shall be held at the principal executive office of the corporation, or at such other place within or outside of Minnesota as may from time to time be designated by the Board of Directors or the Chief Executive Officer of the corporation; provided, however, that any meeting called by or at the demand of a shareholder or shareholders shall be held in the county where the principal executive office of the corporation is located. The Board of Directors may determine that shareholders not physically present in person or by proxy at a shareholder meeting may, by means of remote communication, participate in a shareholder meeting held at a designated place. The Board of Directors also may determine that a meeting of the shareholders shall not be held at a physical place, but instead solely by means of remote communication. Participation by remote communication constitutes presence at the meeting.

Section 2. Regular Meetings. A regular meeting of the shareholders shall be held annually, as soon as convenient after the close of the preceding fiscal year of the corporation, at a time to be fixed by the Board of Directors, for the election of directors and the transaction of other appropriate business.

Section 3. Special Meetings. Special meetings of the shareholders may be called at any time and for any purpose or purposes by a shareholder or shareholders holding ten percent or more of the voting power of all shares entitled to vote (except that a special meeting for the purpose of considering any action to directly or indirectly facilitate or effect a business combination, including any action to change or otherwise affect the composition of the Board of Directors for that purpose, must be called by twenty-five percent or more of the voting power of all shares entitled to vote) or by the Chair of the Board, the Chief Executive Officer, the Chief Financial Officer or two or more directors. The business transacted at a special meeting shall be limited to the purposes stated in the notice of the meeting.

Section 4. Notice. Unless otherwise required by law, written notice of each meeting of shareholders, stating the date, time and place of the meeting and, in the case of a special meeting, the purpose or purposes for which it is called, shall be given to every holder of shares entitled to vote at such meeting at least 10 days and not more than 60 days before the date of the meeting, except as otherwise permitted by law. Notice may be given to a shareholder by means of electronic communication if the requirements of Minnesota Statutes Section 302A.436, Subdivision 5, as amended from time to time, are met. Notice to a shareholder is also effectively given if the notice is addressed to the shareholder or a group of shareholders in a manner permitted by the rules and regulations under the Securities Exchange Act of 1934 (the "Exchange Act"), so long as the corporation has first received the written or implied consent required by those rules and regulations.

Section 5. Waiver; Objections. A shareholder may waive notice of the date, time, place, or purpose of a meeting of shareholders. A waiver of notice by a shareholder entitled to notice is effective whether given before, at, or after the meeting, and whether given in writing, orally, by authenticated electronic communication, or by attendance. Attendance by a shareholder at a meeting, including attendance by means of remote communication, is a waiver of notice of that meeting, except where the shareholder objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened, or objects before a vote on an item of business because the item may not lawfully be considered at that meeting and does not participate in the consideration of the item at that meeting.

Section 6. Quorum; Adjourned Meetings. The holders of a majority of the voting power of the shares entitled to vote at a meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business, except as may be otherwise specifically provided by law, by the Articles of Incorporation, or by these Bylaws. If a quorum is present when a duly called or held meeting is convened, the shareholders present may continue to transact business until adjournment, even though the withdrawal of a number of shareholders originally present leaves less than a quorum. The Chair of any meeting of shareholders may adjourn the meeting, for any reason and whether or not a quorum is present, to a time and place announced at the time of adjournment, and no further notice of the adjourned meeting shall be required.

Section 7. Voting and Proxies. At all meetings of shareholders, every owner of shares entitled to vote may vote in person or by proxy and shall have one vote for each share held. In electing directors, the voting shall be by ballot. A shareholder may cast or authorize the casting of a vote (a) by filing a written appointment of a proxy, signed by the shareholder, with an officer of the corporation at or before the meeting at which the appointment is to be effective, or (b) by telephonic transmission or authenticated electronic communication, whether or not accompanied by written instructions of the shareholder, of an appointment of a proxy with the corporation or the corporation's duly authorized agent at or before the meeting at which the appointment is to be effective. The telephonic transmission or authenticated electronic communication must set forth or be submitted with information from which it can be determined that the appointment was authorized by the shareholder. Any copy, facsimile telecommunication, or other reproduction of the original of either the writing or transmission may be used in lieu of the original, provided that it is a complete and legible reproduction of the entire original. Any shareholder directly or indirectly soliciting proxies from other shareholders must use a proxy card color other than white, which shall be reserved for the exclusive use by the Board of Directors.

Section 8. Chair of Meeting; Conduct of Meetings. The Chair of the Board shall preside at all meetings of shareholders. In his or her absence, the Board of Directors may appoint any other officer or director to act as Chair at the meeting. The Board of Directors shall be entitled to make such rules and regulations for the conduct of meetings of shareholders as it shall deem necessary, appropriate, or convenient. Subject to such rules and regulations of the Board of Directors, if any, the Chair of the meeting shall have the right and authority to prescribe such rules, regulations, and procedures and to do all such acts as, in the judgment of such Chair are necessary, appropriate, or convenient for the proper conduct of the meeting, including, without limitation, establishing an agenda or order of business for the meeting, rules and procedures for maintaining order at the meeting and the safety of those present, limitations on participation in the meeting to shareholders of record of the corporation, their duly authorized and constituted proxies and such other persons as the Chair shall permit, restrictions on entry to the meeting after the time fixed for the commencement thereof, limitations on the time allotted to questions or comments by participants, regulation of the opening and closing of the polls, and restricting the use of cell phones, audio, or video recording devices and similar devices at the meeting. Unless and to the extent determined by the Board of Directors or the Chair, meetings of shareholders shall not be required to be held in accordance with the rules of parliamentary procedure.

Section 9. Advance-Notice Requirements.

Subdivision 1. Nomination of Directors. Only persons who are nominated in accordance with this Section 9 shall be eligible for election as directors. Nominations of persons for election to the Board of Directors of the corporation may be made at a meeting of shareholders (i) by or at the direction of the Board of Directors, (ii) by any shareholder of the corporation entitled to vote for the election of directors at the meeting who complies with the notice procedures of this Section 9 or (iii) by any Eligible Shareholder (as defined in Section 10 below) who complies with the requirements of Section 10 below.

Subdivision 2. Business Conducted at Meetings. The business conducted at any special meeting of shareholders of the corporation shall be limited to the purposes stated in the notice of the special meeting pursuant to Section 3 of this Article II. At any regular meeting of shareholders of the corporation, the proposal of business (other than the nomination and election of directors, which shall be subject to Subdivision 1 of this Section 9) to be considered by the shareholders may be made (i) pursuant to the corporation's notice of the meeting, (ii) by or at the direction of the Board of Directors, (iii) by any shareholder of the corporation entitled to vote at the meeting who complies with the notice procedures of this Section 9, or (iv) by a shareholder or group of shareholders pursuant to Rule 14a-8 promulgated under the Exchange Act.

Subdivision 3. Timing and Content of Notice. (a) Timing of Notice. Timely written notice of a nomination or proposal pursuant to this Section 9 must be given to the General Counsel of the corporation. To be timely, a shareholder's written notice of nominations or of proposals, in each case to be made at a regular meeting of shareholders (other than business proposed pursuant to Rule 14a-8 under the Exchange Act), must be delivered in writing to the General Counsel of the corporation, or mailed and received at the principal executive office of the corporation, not less than 90 days before the first anniversary of the date of the preceding year's regular meeting of shareholders. If, however, the date of the regular meeting of shareholders is more than 30 days before or 60 days after such anniversary date, notice by a shareholder shall be timely only if so delivered or so mailed and received not less than 90 days before such regular meeting or, if later, within 10 days after the first public announcement of the date of such regular meeting. If a special meeting of shareholders is called for the purpose of electing one or more directors, a shareholder's written notice of nominations to be made at the special meeting of shareholders must be delivered in writing to the General Counsel of the corporation, or mailed and received at the principal executive office of the corporation, not less than 90 days before the meeting (or, if later, within 10 days after the first public announcement of

the date of the meeting). Except to the extent otherwise required by law, the adjournment of a meeting of shareholders shall not commence a new time period for the giving of a shareholder's notice as described above.

(b) Content of Notice. A shareholder's notice to the corporation of nominations or of a proposal for a meeting of shareholders shall set forth:

(x) as to each person whom the shareholder proposes to nominate for election or re-election as a director: (i) such person's name, (ii) all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or that is otherwise required, pursuant to Regulation 14A under the Exchange Act, and (iii) such person's written consent to being named in any proxy materials as a nominee and to serving as a director if elected;

(y) as to each matter the shareholder proposes to bring before the meeting (other than the nomination of a director): (i) a brief description of the business desired to be brought before the meeting and the reasons for conducting such business at the meeting and (ii) any material interest in such business of the shareholder or any beneficial owner on whose behalf the proposal is made; and

(z) as to the shareholder giving the notice: (i) the name and address of such shareholder and of any beneficial owner on whose behalf the nomination or proposal is made, (ii) the class or series (if any) and number of shares of the corporation that are beneficially owned by such shareholder or any such beneficial owner, (iii) a description of any agreement, arrangement, or understanding (including any derivative or short positions, profit interests, options, hedging transactions, and borrowed or loaned shares) that has been entered into by, or on behalf of, such shareholder or any such beneficial owner, the effect or intent of which is to mitigate loss to, manage risk, or benefit of share price changes for, or increase or decrease the voting power of such shareholder or any such beneficial owner with respect to shares of stock of the corporation, (iv) a representation that the shareholder is a holder of record of shares of the corporation entitled to vote for the election of directors (in the case of a nomination) or entitled to vote at the meeting (in the case of a shareholder proposal), will continue to be a holder of record of shares entitled to vote for the election of directors or at the meeting, as the case may be, through the date of the meeting, and intends to appear in person or by proxy at the meeting to nominate the person or persons specified in the notice or to make the proposal, and (v) a representation whether the shareholder or any such beneficial owner intends or is part of a group that intends to deliver a proxy statement or form of proxy to holders of at least the percentage of the corporation's outstanding shares required to adopt the proposal (other than the nomination of a director) or otherwise to solicit proxies from shareholders in support of the proposal. A shareholder who intends to solicit proxies in support of director nominees other than the corporation's director nominees and who has delivered a notice of nomination pursuant to this Section 9 shall promptly certify to the corporation, and notify the corporation in writing, that it has complied with or will comply with the requirements of Rule 14a-19 under the Exchange Act, and upon request of the corporation, shall, not later than five business days prior to the date of the applicable meeting of shareholders, deliver to the corporation reasonable evidence of such compliance.

At the request of the Board of Directors, any person nominated by the Board of Directors for election as a director shall furnish to the General Counsel of the corporation all completed and signed questionnaires required of the corporation's directors and any other information required to be set forth in a shareholder's notice of nomination that pertains to a nominee.

(c) Consequences of Failure to Give Timely Notice. Notwithstanding anything in these Bylaws to the contrary, no person shall be eligible for election as a director of the corporation and no business shall be conducted at any regular meeting except in accordance with this Section 9 or Section 10 below. The Chair of the meeting shall, if the facts warrant, determine and declare to the meeting that a nomination or proposal was not made in accordance with this Section 9 or Section 10 below and, if the Chair should so determine, the Chair shall so declare to the meeting, and the defective nomination shall be disregarded or any such business not properly brought before the meeting shall not be transacted. The Chair of the meeting shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the procedures prescribed in this Section 9 and, if the Chair so determines, the defective nomination shall be disregarded. Unless otherwise required by law, if any shareholder (i) provides notice pursuant to Rule 14a-19 under the Exchange Act and (ii) subsequently (A) notifies the corporation that such shareholder no longer intends to solicit proxies in support of director nominees other than the corporation's

director nominees in accordance with Rule 14a-19, (B) fails to comply with the requirements of Rule 14a-19, or (C) fails to provide reasonable evidence sufficient to satisfy the corporation that such requirements have been met, then such shareholder's nominations shall be deemed null and void and the corporation shall disregard any proxies or votes solicited for any nominee proposed by such shareholder.

(d) Inapplicable in Certain Circumstances. This Section 9 does not apply to any shareholder proposal made pursuant to Rule 14a-8 promulgated under the Exchange Act. The requirements, procedures, and notice deadlines of Rule 14a-8 shall govern any proposal made pursuant thereto.

Subdivision 4. Public Announcement. For purposes of this Section 9 and Section 10 below, "public announcement" means disclosure (i) when made in a press release reported by the Dow Jones News Service, Associated Press, or comparable national news service, (ii) when filed in a document publicly filed by the corporation with the Securities and Exchange Commission pursuant to Section 13, 14, or 15(d) of the Exchange Act, or (iii) when mailed as the notice of the meeting pursuant to Section 4 of this Article II.

Subdivision 5. Compliance with Applicable Laws. Notwithstanding the foregoing provisions of this Section 9, a shareholder shall also comply with all applicable requirements of Minnesota law and the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Section 9.

Section 10. Proxy Access for Director Nominations.

Subdivision 1. Inclusion of Nominee in Proxy Statement. Subject to the terms and conditions of these Bylaws, whenever the Board of Directors solicits proxies with respect to the election of directors at a regular meeting of shareholders, the corporation shall include in its proxy materials for such regular meeting, in addition to any persons nominated for election by the Board of Directors or a committee appointed by the Board of Directors or otherwise pursuant to Section 9 of Article II, the name, together with the Required Information (as defined below), of any nominee for election or reelection to the Board of Directors delivered pursuant to this Section 10 (a "Shareholder Nominee") who satisfies the eligibility requirements herein (subject to the maximum number established pursuant to Subdivision 11, and who is identified in a timely and proper notice pursuant to Subdivision 6 that both complies with this Subdivision 1 (the "Shareholder Notice") and is given by a shareholder on behalf of one or more shareholders or beneficial owners that:

(i) expressly elect at the time of the delivery of the Shareholder Notice to have such Shareholder Nominee included in the corporation's proxy materials for such regular meeting pursuant to this Subdivision 1;

(ii) own and have Owned (as defined below) continuously for at least three (3) years a number of shares that represents at least three percent (3%) of the outstanding shares of common stock entitled to vote in the election of directors (the "Required Shares") as of (i) the date on which the Shareholder Notice is delivered to the corporation at the principal executive offices and in accordance with this Subdivision 1, (ii) the record date for determining shareholders entitled to vote at the regular meeting, and (iii) the date of the regular meeting; and

(iii) satisfy such additional requirements in these Bylaws (an "Eligible Shareholder").

Subdivision 2. Eligible Shareholder. For purposes of qualifying as an Eligible Shareholder and satisfying the Ownership requirements under Subdivision 1:

(a) The outstanding shares of common stock Owned by one or more shareholders and beneficial owners that each shareholder and/or beneficial owner has Owned continuously for at least three (3) years as of (i) the date on which the Shareholder Notice is delivered to the corporation at the principal executive offices of the corporation in accordance with this Section 10, (ii) the record date for determining shareholders entitled to vote at the regular meeting, and (iii) the date of the regular meeting may be aggregated, provided that the number of shareholders and beneficial owners whose Ownership of shares is aggregated for such purpose shall not exceed twenty (20) and that any and all requirements and obligations for an Eligible Shareholder set forth in this Section 10 are satisfied by and as to each such shareholder and beneficial owner (except as noted with respect to aggregation or as otherwise provided in Subdivision 3);

(b) For this purpose, two or more funds that are (i) under common management and investment control, (ii) under common management and funded primarily by the same employer, or (iii) a "group of

investment companies," as such term is defined in Section 12(d)(1)(G)(ii) of the Investment Company Act of 1940, as amended (each, a "Qualifying Fund"), shall be treated as one shareholder or beneficial owner; and

(c) No shareholder or beneficial owner, alone or together with any of its affiliates, may be a member of more than one group constituting an Eligible Shareholder under this Subdivision 2. If a group of shareholders aggregates Ownership of shares in order to meet the requirements under this Subdivision 2, (i) all shares held by each shareholder constituting their contribution to the foregoing three percent (3%) threshold must have been held by that shareholder continuously for at least three (3) years and through the date of the regular meeting, and evidence of such continuous Ownership shall be provided as specified in Subdivision 5, (ii) each provision in this Section 10 that requires the Eligible Shareholder to provide any written statements, representations, undertakings, agreements or other instruments or to meet any other conditions shall be deemed to require each shareholder (including each individual fund) that is a member of such group to provide such statements, representations, undertakings, agreements or other instruments and to meet such other conditions (except that the members of such group may aggregate their shareholdings in order to meet the three percent (3%) Ownership requirement of the Required Shares definition), (iii) a breach of any obligation, agreement or representation under this Section 10 by any member of such group shall be deemed a breach by the Eligible Shareholder and (iv) such Ownership shall be determined by aggregating the lowest number of shares continuously Owned by each such shareholder during the required holding period and the Shareholder Notice must indicate, for each such shareholder, such lowest number of shares continuously owned by such shareholder during such period.

Subdivision 3. Ownership. For purposes of this Section 10:

(a) A shareholder or beneficial owner shall be deemed to "Own" only those outstanding shares of common stock of the corporation as to which such person possesses both (i) the full voting and investment rights pertaining to the shares and (ii) the full economic interest in (including the opportunity for profit and risk of loss on) such shares; provided that the number of shares calculated in accordance with clauses (i) and (ii) shall not include any shares (A) sold by such person or any of its affiliates in any transaction that has not been settled or closed, including any short sale, (B) borrowed by such person or any of its affiliates for any purposes, (C) purchased by such person or any of its affiliates pursuant to an agreement to resell, or (D) subject to any option, warrant, forward contract, swap, contract of sale, or other derivative or similar agreement entered into by such person or any of its affiliates, whether any such instrument or agreement is to be settled with shares or with cash based on the notional amount or value of outstanding shares of common stock of the corporation, in any such case which instrument or agreement has, or is intended to have, or if exercised would have, the purpose or effect of (x) reducing in any manner, to any extent or at any time in the future, such person's or its affiliates' full right to vote or direct the voting of any such shares, and/or (y) hedging, offsetting, or altering to any degree any gain or loss realized or realizable from maintaining the full economic ownership of such shares by such person or its affiliate.

(b) A shareholder or beneficial owner shall "Own" shares held in the name of a nominee or other intermediary so long as the person retains the right to instruct how the shares are voted with respect to the election of directors and possesses the full economic interest in the shares. A person's Ownership of shares shall be deemed to continue during any period in which (i) the person has loaned such shares, provided that the person has the power to recall such loaned shares on no more than three (3) business days' notice and such shares are recalled prior to the final date of the Shareholder Notice pursuant to Subdivision 6 or (ii) the person has delegated any voting power by means of a proxy, power of attorney, or other instrument or arrangement that is revocable at any time by the person. Provided the Eligible Shareholder's Shareholder Nominee will be included in the corporation's proxy materials subject to the terms herein; such recalled shares shall remain recalled (and otherwise 'owned' as defined herein) through the regular meeting.

(c) The terms "Owned," "Owning" and other variations of the word "Own" shall have correlative meanings. Whether outstanding shares of common stock of the corporation are "Owned" for purposes of this Subdivision 3 shall be determined by the Board of Directors or any committee thereof, which determination shall be conclusive and binding on the corporation and its shareholders. For purposes of this Subdivision 3, the term "affiliate" or "affiliates" shall have the meaning ascribed thereto under the rules and regulations of the Securities and Exchange Commission ("SEC") promulgated under the Exchange Act.

Subdivision 4. Required Information. For purposes of this Section 10, the "Required Information" that the corporation will include in its proxy statement is:

(a) The information concerning each Shareholder Nominee and the applicable Eligible Shareholder that is required to be disclosed in the corporation's proxy statement by the applicable requirements of the Exchange Act and the rules and regulations thereunder; and

(b) If the Eligible Shareholder so elects, a written statement of the Eligible Shareholder, not to exceed 500 words, in support of each Shareholder Nominee, which must be provided at the same time as the Shareholder Notice for inclusion in the corporation's proxy statement for the regular meeting (the "Statement"); provided that only one Statement may be submitted by any Eligible Shareholder, including any group of shareholders together constituting an Eligible Shareholder.

Notwithstanding anything to the contrary contained in this Section 10, the corporation may omit from its proxy materials any information or Statement that it, in good faith, believes would violate any applicable law, rule, regulation or listing standard. Nothing in this Section 10 shall limit the corporation's ability to solicit against and include in its proxy materials its own statements relating to any Eligible Shareholder or Shareholder Nominee.

Subdivision 5. Information to be Provided by Eligible Shareholder. The Shareholder Notice shall set forth all information and representations required under Subdivision 3(b) of Section 9 of this Article II above (and for such purposes, references to the "beneficial owner" on whose behalf the nomination is made shall be deemed to refer to the "Eligible Shareholder"), and in addition shall include:

(a) a copy of the Schedule 14N that has been or concurrently is filed with the SEC under Rule 14a-18 of the Exchange Act (as such rule may be amended);

(b) the details of any relationship that existed within the past three (3) years and that would have been described pursuant to Item 6(e) of Schedule 14N (or any successor item) if it existed on the date of submission of Schedule 14N;

(c) the written agreement of the Eligible Shareholder (in the case of a group, each shareholder or beneficial owner whose shares are aggregated for purposes of constituting an Eligible Shareholder) addressed to the corporation, setting forth the following additional agreements, representations, and warranties:

(1) setting forth and certifying to the number of shares of common stock it Owns and has Owned continuously for at least three years as of the date of the Shareholder Notice and agreeing to continue to Own such shares through the regular meeting of shareholders and during the initial term that the Shareholder Nominee may serve on the Board, which statement shall also be included in the Schedule 14N filed by the Eligible Shareholder with the SEC;

(2) the Eligible Shareholder's agreement to provide written statements from the record holder and intermediaries as required under this Subdivision 5 verifying the Eligible Shareholder's continuous Ownership of the Required Shares, in each case through and as of the business day immediately preceding the date of the regular meeting;

(3) the Eligible Shareholder's representation and warranty (i) that the Eligible Shareholder (v) acquired the Required Shares in the ordinary course of business and not with the intent or effect of changing or influencing control at the corporation, and does not presently have any such intent, (w) has not nominated and will not nominate for election to the Board at the regular meeting any person other than the Shareholder Nominee(s) being nominated pursuant to this Section 10, (x) has not engaged and will not engage in, and has not been and will not be a participant (as defined in Item 4 of Exchange Act Schedule 14A) in, a solicitation within the meaning of Rule 14a-1(l) of the Exchange Act, in support of the election of any individual as a director at the regular meeting other than its Shareholder Nominee or a nominee of the Board, (y) has not distributed and will not distribute to any shareholder any form of proxy for the regular meeting other than the form distributed by the corporation, and (z) will Own the Required Shares through the date of the regular meeting of shareholders, (ii) that the facts, statements and other information in all communications by the Eligible Shareholder with the corporation and its shareholders are and will be true and correct in all material respects and do not and will not omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, and (iii) as to whether or not the Eligible Shareholder intends to maintain qualifying

Ownership of the Required Shares for at least one term of the Shareholder Nominee following their election to the Board; and

(4) the Eligible Shareholder's agreement to (i) assume all liability stemming from any legal or regulatory violation arising out of the Eligible Shareholder's communications with the shareholders of the corporation or out of the information that the Eligible Shareholder provided to the corporation, (ii) indemnify and hold harmless the corporation and each of its directors, officers and employees individually against any liability, loss or damages in connection with any threatened or pending action, suit or proceeding, whether legal, administrative or investigative, against the corporation or any of its directors, officers or employees arising out of any nomination submitted by the Eligible Shareholder pursuant to this Section 10, (iii) comply with all laws, rules, regulations and listing standards applicable to any solicitation in connection with the regular meeting, (iv) file all materials described below in Subdivision 7(c) with the SEC, regardless of whether any such filing is required under Exchange Act Regulation 14A, or whether any exemption from filing is available for such materials under Exchange Act Regulation 14A, and (v) provide to the corporation prior to the regular meeting such additional information as necessary or reasonably requested by the corporation; and

(d) In the case of a nomination by a group of shareholders or beneficial owners that together is an Eligible Shareholder, the designation by all group members of one group member that is authorized to act on behalf of all such members with respect to the nomination and matters related thereto, including withdrawal of the nomination.

Subdivision 6. Delivery of Shareholder Notice. To be timely under this Section 10, the Shareholder Notice must be delivered to, or mailed received by, the General Counsel of the corporation, not less than 120 days and not more than 150 days prior to the first anniversary of the date that the corporation distributed its proxy materials to shareholders for the previous year's regular meeting of shareholders. If, however, the date of the regular meeting of shareholders is more than 30 days before or 60 days after the anniversary date of the prior year's regular meeting of shareholders, the Shareholder Notice will be timely if so delivered or mailed and received within ten (10) days after the first public announcement of the date of the regular meeting.

Subdivision 7. Undertaking by Eligible Shareholder. An Eligible Shareholder must:

(a) within five business days after the date of the Shareholder Notice, provide to the corporation one or more written statements from the record holder(s) of the Required Shares and from each intermediary through which the Required Shares are or have been held, in each case during the requisite three-year holding period, specifying the number of shares that the Eligible Shareholder Owns, and has Owned continuously, in compliance with this Section 10;

(b) include in the Schedule 14N filed with the SEC a statement certifying that it Owns and has Owned the Required Shares in compliance with this Section 10;

(c) file with the SEC any solicitation or other communication by or on behalf of the Eligible Shareholder relating to the corporation's regular meeting of shareholders, one or more of the corporation's directors or director nominees or any Shareholder Nominee, regardless of whether any such filing is required under Exchange Act Regulation 14A or whether any exemption from filing is available for such solicitation or other communication under Exchange Act Regulation 14A; and

(d) as to any group of funds whose shares are aggregated for purposes of constituting an Eligible Shareholder, within five business days after the date of the Shareholder Notice, provide documentation reasonably satisfactory to the corporation that demonstrates that the funds satisfy Subdivision 3. The information provided pursuant to this Subdivision 7 shall be deemed part of the Shareholder Notice for purposes of this Section 10.

Subdivision 8. Representations and Agreement of the Shareholder Nominee. Within the time period prescribed in Subdivision 6 for delivery of the Shareholder Notice, the Eligible Shareholder must also deliver to the corporation a written representation and agreement (which shall be deemed part of the Shareholder Notice for purposes of this Section 10) signed by each Shareholder Nominee and representing and agreeing that such Shareholder Nominee:

(a) is not and will not become a party to (i) any voting commitment that has not been disclosed to the corporation, or (ii) any voting commitment that could limit or interfere with such person's ability to comply, if elected as a director of the corporation, with such person's fiduciary duties under applicable law;

(b) is not and will not become a party to any agreement, arrangement, or understanding with any person or entity other than the corporation with respect to any direct or indirect compensation, reimbursement, or indemnification in connection with service or action as a Shareholder Nominee or director that has not been disclosed to the corporation; and

(c) if elected as a director, will comply with all of the corporation's corporate governance, conflict of interest, confidentiality, and stock ownership and trading policies and guidelines, and any other corporation policies and guidelines applicable to directors, as well as any applicable law, rule or regulation or listing requirement.

At the request of the corporation, the Shareholder Nominee must promptly, but in any event within five business days after such request, submit all completed and signed questionnaires required of the corporation's directors and provide to the corporation such other information as it may reasonably request. The corporation may request such additional information (x) as necessary to permit the Board of Directors or any committee thereof to determine if such Shareholder Nominee is independent under the listing standards of any U.S. exchange upon which the corporation's common stock is listed, any rules of the Securities and Exchange Commission applicable to directors serving on the Board of Directors or any committee thereof and any publicly disclosed standards used by the Board of Directors in determining and disclosing the independence of the corporation's directors (the "Applicable Independence Standards") and otherwise to determine the eligibility of each Shareholder Nominee to serve as a director of the corporation, or (y) that could be material to a reasonable shareholder's understanding of the independence, or lack thereof, of each Shareholder Nominee.

Subdivision 9. True, Correct and Complete Information. In the event that any information or communications provided by the Eligible Shareholder or any Shareholder Nominees to the corporation or its shareholders is not, when provided, or thereafter ceases to be, true, correct and complete in all material respects (including omitting a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading), each Eligible Shareholder or Shareholder Nominee, as the case may be, shall promptly notify the corporation and provide the information that is required to make such information or communication true, correct, complete and not misleading; it being understood that providing any such notification shall not be deemed to cure any such defect or limit the corporation's right to omit a Shareholder Nominee from its proxy materials pursuant to this Section 10. In addition, any person providing any information to the corporation pursuant to this Section 10 shall further update and supplement such information, if necessary, so that all such information shall be true and correct as of the record date for the regular meeting and as of the date that is ten (10) business days prior to the regular meeting or any adjournment or postponement thereof, and such update and supplement (or a written certification that no such updates or supplements are necessary and that the information previously provided remains true and correct as of the applicable date) shall be delivered to the corporation at the principal executive offices of the corporation not later than five (5) business days after the later of the record date for the regular meeting and the date on which the record date is first publicly disclosed by the corporation (in the case of any update and supplement required to be made as of the record date), and not later than seven (7) business days prior to the date of the regular meeting or any adjournment or postponement thereof (in the case of any update and supplement required to be made as of ten (10) business days prior to the meeting).

Subdivision 10. Disqualifications. Notwithstanding anything to the contrary set forth herein, if (i) an Eligible Shareholder who has nominated a Shareholder Nominee has engaged in or is currently engaged in, or has been or is a "participant" in another person's, "solicitation" within the meaning of Rule 14a-1(l) of the Exchange Act in support of the election of any individual as a director at the meeting other than its Shareholder Nominee(s) or a nominee of the Board of Directors, (ii) a Stockholder Nominee is determined not to satisfy the eligibility requirements of this Section 10 or any other provision of the corporation's bylaws, articles of incorporation, corporate governance guidelines or other applicable regulation at any time before the regular meeting, (iii) the election of a Shareholder Nominee to the Board would cause the corporation to be in violation of the articles of incorporation, these Bylaws, or any applicable state or federal law, rule, regulation or listing standard, (iv) a Shareholder Nominee (A) is not independent under the Applicable Independence Standards, (B) is or has been, within the past three years, an officer or director of a competitor, as defined in Section 8 of the Clayton Antitrust Act of 1914, as amended, (C) is a named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses) or has been convicted in a criminal proceeding within the past ten years, (D) is subject to any order of the type specified in Rule 506(d) of

Regulation D promulgated under the Securities Act of 1933, as amended, or (E) dies, becomes disabled or otherwise becomes ineligible for inclusion in the corporation's proxy materials pursuant to this Section 10 or unavailable for election at the regular meeting, (v) a Shareholder Nominee and/or the applicable Eligible Shareholder shall have breached any of its obligations, agreements or representations, or fails to comply with its or their obligations pursuant to this Section 10, including by providing information to the corporation in respect to such nomination that was untrue in any material respect or omitted to state a material fact necessary in order to make the statement made, in light of the circumstances under which it was made, not misleading, (vi) the applicable Eligible Shareholder otherwise ceases to be an Eligible Shareholder for any reason, including but not limited to not Owning the Required Shares through the date of the applicable regular meeting of shareholders, in each case as determined by the Board of Directors, any committee thereof or the person presiding at the regular meeting, then (x) the corporation may omit or, to the extent feasible, remove the information concerning such Shareholder Nominee and the related Statement from its proxy materials and/or otherwise communicate to its shareholders that such Shareholder Nominee will not be eligible for election at the regular meeting, (y) the corporation shall not be required to include in its proxy materials any successor or replacement nominee proposed by the applicable Eligible Shareholder or any other Eligible Shareholder and (z) the Board of Directors or the person presiding at the regular meeting shall declare such nomination to be invalid and such nomination shall be disregarded notwithstanding that proxies in respect of such vote may have been received by the corporation. In addition, if the Eligible Shareholder (or a representative thereof) does not appear at the regular meeting to present any nomination pursuant to this Section 10, such nomination shall be declared invalid and disregarded as provided in clause (z) above.

Subdivision 11. Maximum Number of Shareholder Nominees. The maximum number of Shareholder Nominees that may be included in the corporation's proxy materials pursuant to this Section 10 shall not exceed the greater of (i) two or (ii) twenty percent (20%) of the number of directors in office as of the last day on which a Shareholder Notice may be delivered with respect to the regular meeting, or if such amount is not a whole number, the closest whole number below twenty percent (20%): provided, however, that this number shall be reduced by:

(a) any Shareholder Nominee whose name was submitted for inclusion in the corporation's proxy materials pursuant to this Section 10, but either is subsequently withdrawn or that the Board of Directors decides to nominate as a Board nominee;

(b) the number of incumbent directors who were Shareholder Nominees at any of the preceding two regular meetings (including any individual covered under clause (a) above) and whose election at the upcoming regular meeting is being recommended by the Board of Directors; and

(c) the number of directors in office or director candidates that in either case will be included in the corporation's proxy materials with respect to such regular meeting as an unopposed (by the corporation) nominee pursuant to any agreement, arrangement or other understanding with any shareholder or group of shareholders (other than any such agreement, arrangement or understanding entered into in connection with an acquisition of common stock, by such shareholder or group of shareholders, from the corporation), other than any such director referred to in this clause (c) who at the time of such regular meeting will have served as a director continuously, as a nominee of the Board of Directors, for at least two annual terms, but only to the extent the maximum number of Shareholder Nominees after such reduction with respect to this clause (c) equals or exceeds one (1).

If the Board resolves to reduce the size of the Board effective on or prior to the date of the regular meeting, then the maximum number shall be calculated based on the number of directors in office as so reduced. In the event that the number of Shareholder Nominees submitted by Eligible Shareholders pursuant to this Section 10 exceeds this maximum number, the corporation shall determine which Shareholder Nominees shall be included in the corporation's proxy materials in accordance with the following provisions: each Eligible Shareholder (or in the case of a group, each group constituting an Eligible Shareholder) will select one Shareholder Nominee for inclusion in the corporation's proxy materials until the maximum number is reached, going in order of the amount (largest to smallest) of shares of the corporation each Eligible Shareholder disclosed as Owned in its respective Shareholder Notice submitted to the corporation. If the maximum number is not reached after each Eligible Shareholder (or in the case of a group, each group constituting an Eligible Shareholder) has selected one Shareholder Nominee, this selection process will continue as many times as necessary, following the same order each time, until the maximum number is reached. If any such Shareholder Nominee is thereafter (i) nominated by the Board, (ii) not included in the corporation's proxy materials for any reason (including, without limitation, any determination that such Eligible Shareholder or Shareholder Nominee does not satisfy the requirements in this Section 10) or (iii) not submitted for director election for any reason (including, without limitation, the Eligible Shareholder's or Shareholder Nominee's failure to comply with this Section

10), no other nominee or nominees shall be included in the corporation's proxy materials or otherwise submitted for director election in substitution thereof.

Subdivision 12. Disqualified Shareholder Nominee. Any Shareholder Nominee who is included in the corporation's proxy materials for a particular regular meeting of shareholders but withdraws from or becomes ineligible or unavailable for election at the regular meeting for any reason, including for the failure to comply with any provision of these Bylaws (provided that in no event shall any such withdrawal, ineligibility or unavailability commence a new time period (or extend any time period) for the giving of a Shareholder Notice) or did not receive, after being included in the proxy materials, at least twenty percent (20%) of the votes cast "for" the Shareholder Nominee's election in the prior year's election, will be ineligible to be a Shareholder Nominee pursuant to this Section 10 for the next two regular meetings.

Subdivision 13. Authority of The Board. The Board (and any other person or body authorized by the Board) shall have the power and authority to interpret this Section 10 and to make any and all determinations necessary or advisable to apply this Section 10 to any persons, facts or circumstances, including the power to determine (i) whether one or more shareholders or beneficial owners qualifies as an Eligible Shareholder, (ii) whether a Shareholder Notice complies with this Section 10 and has otherwise met the requirements of this Section 10, (iii) whether a Shareholder Nominee satisfies the qualifications and requirements in this Section 10, and (iv) whether any and all requirements of this Section 10 (or any applicable requirements of these Bylaws) have been satisfied. Any such interpretation or determination adopted in good faith by the Board (or any other person or body authorized by the Board) shall be binding on all persons, including the corporation and its shareholders (including any beneficial owners). This Section 10 shall be the exclusive method for shareholders to include nominees for director election in the corporation's proxy materials (including, without limitation, any proxy card or written ballot), other than with respect to Rule 14a-19 to the extent applicable with respect to form of proxies.

ARTICLE III
BOARD OF DIRECTORS

Section 1. Management. The business and affairs of the corporation shall be managed by or under the direction of its Board of Directors, except as management rights are reserved or granted to shareholders by law.

Section 2. Number and Qualifications. The Board shall consist of not less than five nor more than twelve persons. The number of directors to be elected shall be fixed from time to time by the Board of Directors and shall be stated in the notice of the meeting at which directors are to be elected.

Section 3. Terms. Directors shall serve for an indefinite term that expires at the next regular meeting of shareholders. Each director shall hold office for the term for which he or she was elected and until a successor is elected and has qualified, or until his or her earlier death, resignation, removal, or disqualification.

Section 4. Vacancies. Vacancies on the Board resulting from the death, resignation, removal, or disqualification of a director may be filled by the affirmative vote of a majority of the remaining directors, even though less than a quorum. Vacancies on the Board resulting from newly created directorships may be filled by the affirmative vote of a majority of the directors serving at the time of the increase. Each director so elected to fill a vacancy shall hold office for an indefinite term that expires at the next regular meeting of the shareholders.

Section 5. Meetings. Regular meetings of the Board of Directors shall be held annually immediately after the regular meeting of shareholders and at such other times as may be fixed by resolution of the Board adopted from time to time. Special meetings of the Board of Directors may be called by the Chairman of the Board or by two or more directors.

Section 6. Notice. At least five days' notice shall be given to all directors of the date, time, and place of a special meeting of the Board. The notice may but not need state the purpose of the meeting. No notice is required if the day or date, time, and place of a Board meeting have been provided in a resolution of the Board establishing regular Board meetings or announced at a previous meeting of the Board. Notice of an adjourned meeting need not be given other than by announcement at the meeting at which adjournment is taken. Notice of a meeting may be waived by a director as provided by law.

Section 7. Advance Consent. A director may give advance written consent or opposition to a proposal to be acted on at a Board meeting. If the director is not present at the meeting, consent or opposition to a proposal does not constitute presence for purposes of determining the existence of a quorum, but consent or opposition shall be counted as a vote in favor of or against the proposal and shall be entered in the minutes or other record of action at the meeting, if the proposal acted on at the

meeting is substantially the same or has substantially the same effect as the proposal to which the director has consented or objected.

Section 8. Compensation. The directors shall receive such compensation for their services as directors and as members of any committee appointed by the Board as may be prescribed by the Board of Directors and shall be reimbursed by the corporation for ordinary and reasonable expenses incurred in the performance of their duties.

Section 9. Chair of the Board. The Board of Directors may elect from its own number a Chair of the Board. The Chair of the Board, if elected and present, shall preside at all meetings of the Board and of the shareholders, and shall perform such other duties as may be prescribed by the Board.

ARTICLE IV
OFFICERS

Section 1. Principal Officers. The Board of Directors shall elect a Chief Executive Officer and a Chief Financial Officer, neither of whom need be a director. Unless otherwise determined by the Board, and except as heretofore delegated to the Chair of the Board, the Chief Executive Officer shall have the duties of such office as set forth in Minnesota Statutes, Section 302A.305, Subdivision 2, as amended from time to time. Unless otherwise determined by the Board, the Chief Financial Officer shall have the duties of such office as set forth in Minnesota Statutes, Section 302A.305, Subdivision 3, as amended from time to time.

Section 2. Other Officers. The Board may elect or appoint such other officers or agents as it deems necessary for the operation and management of the corporation, each of whom shall have the powers, rights, duties, responsibilities, and terms in office determined by the Board. Unless otherwise provided by the Board, the Chief Executive Officer also may appoint officers other than the President, the Chief Financial Officer, or any other executive officer of the corporation. Any officer so appointed by the Chief Executive Officer shall have the powers, rights, duties, responsibilities, and terms in office determined by the Chief Executive Officer.

Section 3. Multiple Offices. Any number of offices or functions of those offices may be held or exercised by the same person, who may sign documents in more than one capacity if the documents indicate each capacity in which the person signs.

Section 4. Salaries. The salaries of all executive officers of the corporation shall be determined by or under the direction of the Board.

Section 5. Removal. An officer may be removed at any time, with or without cause, by a resolution approved by the affirmative vote of a majority of the directors present. The Chief Executive Officer also may remove any officer other than the President, the Chief Financial Officer, or any other executive officer of the corporation. A removal as described in this Section 5 is without prejudice to any contractual rights of the officer.

ARTICLE V
SHARES

Section 1. Issuance of Shares. The Board of Directors may authorize the issuance of shares of the corporation and rights to purchase shares of the corporation, to the full amount authorized by the Articles of Incorporation, in such amounts, at such times, and upon such terms as may be determined by the Board and permitted by law.

Section 2. Certificated and Uncertificated Shares.

Subdivision 1. The shares of the corporation shall be either certificated shares or uncertificated shares. Each holder of duly issued certificated shares is entitled to a certificate of shares.

Subdivision 2. Certificates for shares of the corporation shall be in such form as the Board of Directors may from time to time prescribe and shall be signed by the President or an Executive Vice President and by the Treasurer or an Assistant Treasurer. If certificates are signed by a transfer agent, acting on behalf of the corporation, and a registrar, the signatures of the officers of the corporation may be facsimile. If a person signs or has a facsimile signature placed upon a certificate while an officer, transfer agent, or registrar of the corporation, the certificate may be issued by the corporation, even if the person has ceased to serve in that capacity before the certificate is issued, with the same effect as if the person had that capacity at the date of its issue.

Subdivision 3. The corporation may determine that some or all of any or all classes and series of the shares of the corporation will be uncertificated shares. Any such determination shall not apply to shares represented by a certificate until the certificate is surrendered to the corporation.

Section 3. Transfer Agent. The Board of Directors may appoint one or more transfer agents and registrars for the transfer and registration of shares of any class and may require that share certificates shall be countersigned and registered by one or more of such transfer agents and registrars.

Section 4. Transfer of Shares. Shares of the corporation shall be transferable on the books of the corporation only by the holder of record thereof in person or by a duly authorized attorney. In the case of certificated shares, shares shall be transferred only upon surrender and cancellation of certificates for a like number of shares.

Section 5. Lost Certificates. If any certificate for shares of the corporation shall be lost, stolen, or destroyed, the corporation may require such proof of the fact and such indemnity to be given to it and to its transfer agent and registrar, if any, as shall be deemed necessary or advisable by it.

Section 6. Determination of Voting and Other Rights. The Board may fix a date not more than 60 days before the date of any meeting of shareholders or the date for payment of any dividend or other distribution or the date for the allotment of rights or the date when any change or conversion or exchanging of shares shall go into effect, as the date for the determination of the holders of shares entitled to notice of and entitled to vote at the meeting, or entitled to receive payment of any such dividends or other distributions, or entitled to any such allotment of rights, or entitled to exercise the rights in respect of any such change, conversion or exchange of shares, and in such case only shareholders of record on the date so fixed shall be entitled to such notice of and to vote at such meeting, or to receive payment of such dividend or distribution, or to such allotment of rights, or to exercise such rights, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after any such record date fixed as herein provided.

Section 7. Holder of Record. The corporation shall be entitled to treat the holder of record of any share or shares as the holder thereof in fact and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by law, or as authorized by any procedure established by resolution of the Board of Directors.

ARTICLE VI
MISCELLANEOUS

Section 1. Indemnification. The corporation shall provide indemnification and advances of expenses, including witness reimbursements, to any director or officer of the corporation made or threatened to be made a party to a proceeding, or appearing as a witness in a proceeding, by reason of the former or present official capacity of the person, in such manner, under such circumstances, and to such extent as required or permitted by Minnesota Statues, Section 302A.521, as amended from time to time, or as required or permitted by other provisions of law.

Section 2. Fiscal Year. The Board of Directors may fix, and from time to time change, the fiscal year of the corporation. Unless otherwise fixed by the Board, the calendar year shall be the fiscal year.

Section 3. Seal. The corporation shall have no seal, and the affixing of a seal shall not be essential to the execution of any document or instrument by or on behalf of the corporation.

Section 4. Execution of Instruments. The Chief Executive Officer, the President, any Vice President, or any other person or persons designated by the Board of Directors, may sign and deliver in the name of the corporation any deeds, mortgages, bonds, contracts, or other instruments pertaining to the business and affairs of the corporation, except in cases in which the authority to sign and deliver is required by the law to be exercised by another person or is expressly delegated by the Articles of Incorporation or these Bylaws or by the Board of Directors to some other officer or agent of the corporation.

FASTENAL

December 18, 2025

To whom it may concern,

Fastenal agrees that all purchases done pursuant to this price list will be subject to Pasco County's Purchase Order Terms and Conditions.

Regards,

Glen Hite
District Manager
5320 56th Commerce Park Blvd.
Tampa, FL 33610
C: 352 212 7911
E: Ghite@fastenal.com

Clint Coley
RVP

DocuSign Envelope ID: AF8BA422-E62C-42F5-93F1-76A67EF96E58

Sourcewell

Solicitation Number: RFP #091422

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Fastenal Company, 2001 Theurer Blvd., Winona, MN 55987 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Facility MRO, Industrial, and Building-Related Supplies and Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 8, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to two times, for one additional year per extension, upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

DocuSign Envelope ID: AF8BA422-E62C-42F5-93F1-76A67EF96E58

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

DocuSign Envelope ID: AF8BA422-E62C-42F5-93F1-76A67EF96E58

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

DocuSign Envelope ID: AF8BA422-E62C-42F5-93F1-76A67EF96E58

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

DocuSign Envelope ID: AF8BA422-E62C-42F5-93F1-76A67EF96E58

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

DocuSign Envelope ID: AF8BA422-E62C-42F5-93F1-76A67EF96E58

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for two percent (2%) multiplied by the total paid standard sales less taxes, freight, and product returns, and one-half percent (0.5%)

DocuSign Envelope ID: AF8BA422-E62C-42F5-93F1-76A67EF96E58

multiplied by the total paid onsite sales less taxes, freight, and product returns, of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

DocuSign Envelope ID: AF8BA422-E62C-42F5-93F1-76A67EF96E58

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

DocuSign Envelope ID: AF8BA422-E62C-42F5-93F1-76A67EF96E58

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

DocuSign Envelope ID: AF8BA422-E62C-42F5-93F1-76A67EF96E58

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

DocuSign Envelope ID: AF8BA422-E62C-42F5-93F1-76A67EF96E58

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

DocuSign Envelope ID: AF8BA422-E62C-42F5-93F1-76A67EF96E58

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

DocuSign Envelope ID: AF8BA422-E62C-42F5-93F1-76A67EF96E58

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

DocuSign Envelope ID: AF8BA422-E62C-42F5-93F1-76A67EF96E58

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

DocuSign Envelope ID: AF8BA422-E62C-42F5-93F1-76A67EF96E58

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

DocuSign Envelope ID: AF8BA422-E62C-42F5-93F1-76A67EF96E58

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

DocuSign Envelope ID: AF8BA422-E62C-42F5-93F1-76A67EF96E58

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

DocuSign Envelope ID: AF8BA422-E62C-42F5-93F1-76A67EF96E58

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Fastenal Company
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: 0F1AEEFC0A26427...
By: _____	By: _____
Jeremy Schwartz	Terry Owen
Title: Chief Procurement Officer	Title: Sr. Executive Vice President
Date: 11/28/2022 | 2:49 PM CST	Date: 11/30/2022 | 8:49 AM CST

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 11/30/2022 | 9:52 AM CST

RFP 091422 - Facility MRO, Industrial, and Building-Related Supplies and Equipment

Vendor Details

Company Name:	Fastenal Company
Does your company conduct business under any other name? If yes, please state:	MN
Address:	2001 Theurer Blvd Winona, MN 55987
Contact:	Zach Wise
Email:	zwise@fastenal.com
Phone:	507-313-7206
HST#:	41-0948415

Submission Details

Created On:	Tuesday July 26, 2022 09:17:50
Submitted On:	Tuesday September 13, 2022 18:18:03
Submitted By:	Zach Wise
Email:	zwise@fastenal.com
Transaction #:	8840e17a-12a4-44bb-84f6-8a8f850a55af
Submitter's IP Address:	205.243.112.222

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Fastenal Company	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Fastenal Canada, Ltd.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	0Y3H3	*
5	Proposer Physical Address:	2001 Theurer Blvd. Winona, MN 55987	*
6	Proposer website address (or addresses):	www.fastenal.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Terry Owen Sr. Executive Vice President 2001 Theurer Blvd. Winona, MN 55987 narfp@fastenal.com (507) 453-8723	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Zach Wise Government Sales Manager 2001 Theurer Blvd. Winona, MN 55987 zwise@fastenal.com (507) 313-7206	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Erik McKenna Director of Sales 10729 47th Ave W Mukilteo, WA 98275 emckenna@fastenal.com (360) 220-5683	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The Fastenal story began in 1967 when Bob Kierlin pooled together $30,000 with four friends and opened the first Fastenal store, a 1,000 sq. ft. shop in his hometown of Winona, MN. (The original business plan was to dispense nuts and bolts via custom vending machines, but the technology proved impracticable at the time. Several decades would pass before Fastenal finally popularized industrial vending.) After surviving the typical struggles of a startup business, Fastenal gradually found its niche – by going the extra mile for customers and providing the kind of service that kept them coming back. Kierlin later drilled this approach down to four simple words: Growth Through Customer Service. This motto has guided us forward as we've grown from a small regional supplier into one of the world's most dynamic growth companies – from one store to more than 2,100 and counting. For Fastenal it is about more than just providing product to our customers - we believe fulfillment is a small part of a much larger opportunity to help our customers reduce assets, operate more productively, and unlock time, cash, and energy to grow their business faster. As our company has grown, we've aggressively invested in things that make a difference for our customers, continuously improving a multifaceted service network that today includes: • DATA ANALYTICS: Use our analytics program to visualize current activities and trends (at the local and contract levels) as well as future opportunities. Follow the data to continuous improvement. • CATEGORY MANAGEMENT: Product and application experts to help you fully leverage spend while driving your business goals – a focus on total value, not just lowest price. • DISTRIBUTION: From the source, to the last mile, to the point of use – our end-to-end control of product transport is a key element in a reliable and transparent supply chain. • e-BUSINESS SOLUTIONS: Bringing simplicity to purchasing, speed to fulfillment, and visibility to spend, usage, and inventory. • SUBJECT MATTER EXPERTS: Regionally-based experts in areas like safety, metalworking, and Lean supply – dedicated resources who become a vital part of your local operations. • AUTOMATED SUPPLY: A suite of devices to monitor, track, and control wide-ranging products. With Fastenal, the machine is just part of a total inventory management solution. • ONSITE PROGRAMS: Fully-customized onsite servicing locations for larger sites. Usher in expertise and innovation while offloading inventory and non-core activities. • SERVICES: We don't just sell products. We make, modify, and maintain them to meet your unique needs – from tool and hoist repairs to custom slings and hose assemblies. • SOCIAL RESPONSIBILITY SUPPORT: A portfolio of suppliers, products, programs, and solutions to support your environmental and supplier diversity initiatives.	*
11	What are your company's expectations in the event of an award?	Fastenal expects to continue our partnership with Sourcewell. This includes continued efforts to train our sellers on the benefits of cooperative purchasing and market our award to Sourcewell members and prospective Sourcewell members. Fastenal expects to continue to grow this contract aggressively to existing Sourcewell members and to bring new members to Sourcewell. Fastenal expects support from Sourcewell to answer questions about the contracting process and market the benefits of utilizing the Fastenal Sourcewell contract.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	A member of the S&P 500 index, Fastenal [NASDAQ: FAST] generated revenues of $6.0 billion and net earnings of $925 million in 2021. With minimal long-term debt, robust cash flow and market capitalization, and decades of consistent growth, we're able to drive aggressive improvement and scale our service to meet virtually any need. Please see the attached Financial Strength and Stability_2021 Annual Report for additional information.	*
13	What is your US market share for the solutions that you are proposing?	To our advantage, the industrial distribution market is very fragmented. Fastenal is currently #4 on the Industrial Distribution Big 50 list, and we have approximately 3% of the market share. This means that there is unlimited market potential and growth opportunity in both the US and Canada.	*
14	What is your Canadian market share for the solutions that you are proposing?	To our advantage, the industrial distribution market is very fragmented. Fastenal is currently #4 on the Industrial Distribution Big 50 list, and we have approximately 3% of the market share. This means that there is unlimited market potential and growth opportunity in both the US and Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Fastenal Company is an authorized distributor for all products which are offered for sale. Fastenal currently has more than 5,800 corporately approved vendors and more than 26,000 total vendors company-wide. Fastenal's distribution network is company-owned. Fastenal will employ our decades of experience in maximizing supply chain efficiency to anticipate each Participating Entity's delivery and stocking needs. Product will be delivered by Fastenal trucks first thing in the morning, and put away on the floor by Fastenal employees well before 3rd party logistics carriers are able to arrive. With more than 3,500 in-market locations, Fastenal support is never far away. Each Participating Entity's standard items will be housed in nearby Fastenal branches (or onsite in Fastenal's customer-dedicated 'branch' within the walls of the Participating Entity's site) and managed by Fastenal employees to minimize delays and decrease total touches. Inventory is delivered directly to the Participating Entity via Fastenal's fleet of more than 8,000 vehicles, stocked via the Fastenal Managed Inventory (FMI) solution that best meets the Member's needs, and distributed to points of use as needed.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Fastenal prides itself on conducting business in a highly ethical manner and we attempt to provide our customers with important information about our organization and the products and services we offer. We strive to bring educational opportunities to our customers in a cost effective manner and make it convenient for our customers to participate in our sponsored seminars, open houses and exposition events we conduct throughout the year. We believe it is important for our customers to be aware of the cost saving products and services Fastenal offers and provide these customers an opportunity to interact with our employees and suppliers to better understand these value added products and services and to take advantage of the cost savings programs for their organizations. Unfortunately, Fastenal received a Notice of Suspension from the Commonwealth of Virginia ('Commonwealth') in connection with the contract we maintain with the Commonwealth. The Notice of Suspension was related to and arises out Fastenal's practice of providing travel and lodging accommodations to all customers who attended a customer training and educational exposition sponsored by Fastenal. The Commonwealth informed us that two (2) agents of the Commonwealth that attended the Customer Expo did not have sufficient authorization to attend and the Commonwealth concluded that Fastenal's practice of providing travel and lodging to these agents was inconsistent with certain standards set forth in the Commonwealth's Vendor Manual. As a result, the Commonwealth issued a suspension of Fastenal's contract to offer goods and services to Commonwealth agencies. While Fastenal disagreed with the imposition of a suspension and we believe the Commonwealth's actions were unwarranted in our situation, the Commonwealth has taken this relatively harsh position on this matter. The suspension took effect on November 1, 2016 and remained in effect until October 31, 2017. Fastenal has since been issued a new MRO agreement with the Commonwealth.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	2021 – One of America's Safest Companies, EHS Today 2021 - #4, Industrial Distribution Big 50, Industrial Distribution Magazine 2020 – #5, Industrial Distribution Big 50, Industrial Distribution Magazine 2020 - #7, Top 40 Industrial & Construction Distributors #4, Top MRO Industrial Distributors #4, Top Fluid Power Distributors Top Fastener Distributors Top Safety Distributor, Modern Distribution Magazine 2020 - #26, Top 50 Companies for Environmental, Social, Governance Values, Investor's Business Daily 2019 – One of the 10 Most Innovative Companies, Insight Success 2019 – #5, Industrial Distribution Big 50, Industrial Distribution Magazine 2018 – #5, Industrial Distribution Big 50, Industrial Distribution Magazine 2018 – Minnesota Governor's Safety Award for Performance in multiple facilities 2017 - #472, America's Top Public Companies, Forbes 2017 - #7, Industrial Distribution Big 50, Industrial Distribution Magazine 2017 - #157, Global 2000: World's Best Employers, Forbes	*
20	What percentage of your sales are to the governmental sector in the past three years	Education and government are tracked together in Fastenal's industry sales statistics. 2021: 4.6% 2020: 8.1% 2019: 3.7%	*
21	What percentage of your sales are to the education sector in the past three years	Education and government are tracked together in Fastenal's industry sales statistics. 2021: 4.6% 2020: 8.1% 2019: 3.7%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	As an incumbent Sourcewell, OMNIA – Region 4, OMNIA - UCOP and NASPO ValuePoint contractor, Fastenal has demonstrated success in the administration, marketing, and compliance with the terms and conditions of national cooperative contracts. Fastenal also holds 47 state-wide MRO contracts and has more than 20 years of experience implementing many state-wide MRO contracts with cooperative use features. These statewide contracts span the spectrum of city, county, higher education and state government agencies and utilize participating addendums. Fastenal does not provide sales volumes as this information is confidential and proprietary.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Fastenal does not hold any GSA contracts. Fastenal currently holds two standing offers with the Government of Canada, one for safety supplies and one for hand tools.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
New York City DCAS	Harry Tian, Purchase Director-Goods	(212) 386-0463	*
Palm Beach County Schools	Stacey Marshall, Director Suzanne Guthart, Facilities Management Coordinator Sabra Avery, Financial Applications Manager	SM: (561) 688-7591 SG: (561) 688-7591 SA: (561) 687-7091	*
University of Wisconsin-Madison	Brad Bauman, Procurement Manager	(608) 262-1327	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Government	Florida - FL	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	*
Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Government	Florida - FL	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	*
Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Government	Florida - FL	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	*
Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Government	Florida - FL	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	*
Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Government	Florida - FL	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Fastenal's sales force is entirely Fastenal-employed, there are no third parties involved. We currently employ more than 20,000 employees worldwide, including 12,400 local sales personnel. Sourcewell participating entities will be serviced by a local Fastenal branch team that is dedicated to their satisfaction. After an account has been opened by a participating entity,a local account representative will be assigned. With our vast sales presence across the United States and Canada, Fastenal's level of support and accountability is unparalleled among industrial supply distributors. Fastenal customers rely on their direct relationship with local personnel who can solve problems, provide on-site/on-call service, and support their needs. This is what sets Fastenal apart in the eyes of our customers – knowing that their dedicated representative will be stopping by to assist with: • product requisition • billing/lead time questions • answering sourcing questions • providing local insight into supply chain solutions • demonstrations, promotions, training, product applications, new item introductions • warranty issues • recycling programs No matter where a member is located – from a remote rural area to a major metropolis – they benefit from a local relationship backed by corporate support and a national distribution network. Additionally, Sourcewell will have the support of Fastenal's Government Sales department. Sourcewell will be supported by Fastenal's 47 Government Sales Specialists whose focus is strictly State agencies, higher education, and political subdivisions. These specialists work directly with agencies and Fastenal branches to: • support contract best practice, compliance, and training (including customer and employee training) • develop custom market baskets and additional discounts within agencies • support FMI Technology implementation • respond to disasters • resolve issues • perform quarterly business reviews (QBR) and ensure overall customer satisfaction	*

27	Dealer network or other distribution methods.	At Fastenal, we understand that delivery speed is a function of distance – and that the shortest supply chain wins. So while others have embraced a centralized direct-ship model (with a 'built-in' one-day lead time), we've never stopped working to decentralize, providing faster, better service as we move ever closer to our customers. Fastenal's branch-based service model enables us to: • Stock product locally for immediate availability • Tailor local branch inventory to match our Sourcewell participating entities' needs • Manage customers' inventory to lower their total cost of ownership • Provide industry leading in-person, flexible, value added customer service Our multiple distribution points not only provide service to Sourcewell participating entities, they also contribute to each of the local communities by paying local taxes, hiring local employees, experiencing the local business environment, and understanding the culture and MRO requirements unique to that area. In addition to our standard branch locations, Fastenal also operates 16 Government branches who are dedicated solely to servicing the Government and higher education entities in their area. Fastenal holds more than $1 billion worth of inventory, immediately available to Sourcewell participating entities through our local branches. Each Fastenal branch serves as a local distribution point for a vast range of Facility MRO supplies – backed by our global distribution and sourcing strength, yet free to tailor its inventory and service to meet the needs of local customers. Branches are serviced by the nearest of 18 Fastenal distribution centers throughout North America, through our company owned fleet of more than 8,600 vehicles. Below are some of the distribution performance metrics that distinguish Fastenal in the marketplace: • 80% of all customer transactions are for products stocked in the local branch or available at a regional distribution center, representing either same-day or 24 to 48 hour fulfillment. • If a standard product is not already in stock at your local branch, we can usually get it there on our own trucks before the next business day begins. 80% of branch deliveries via Fastenal trucks from our distribution centers arrive before 8 a.m. on scheduled truck days. • Fastenal's branches and distribution centers carry more than a billion dollars in inventory in order to provide fast delivery for local customers.	*
28	Service force.	Service will be provided by the same personnel providing sales support on the local level. The assigned account representatives will service any FMI Technology that may be implemented, as well as work with Sourcewell participating entities to engage any additional support that may be required.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders placed by Sourcewell participating entities will be handled by Fastenal throughout the process. One of our key differentiators in the industrial supply distribution marketplace is the number of options we offer for order placement. Some of the various ways Sourcewell participating entities can order from Fastenal include: • Local Fastenal Branch: Sourcewell participating entities can order items through their local branch (via phone, fax, or email). Branch will provide delivery or make the product available during will-call hours. Additionally, the branch will be available for emergency service outside of standard business hours. • Customer Site Visits: The goal of the site visits performed by Fastenal's local representatives is to provide superior customer and drive cost savings to each of Fastenal's customers by providing a local person to help in the ordering process. • Customer Service Center: Fastenal's Customer Service Center includes dedicated Sourcewell customer service representatives. Fastenal has a toll-free phone number (877-507-7555) as well as a toll-free fax number (866-664-1246) and email address: govsales@fastenal.com. • Product Sourcing: Sourcing of non-core items is service that Fastenal offers to customers to procure items that are not available within Fastenal's distribution system. The local Fastenal branch manages the sourcing, procurement, delivery, and, if required, the inventory management of the sourced items as part of a Fastenal vendor managed inventory solution. Fastenal's sourced items may be a direct line extension with an existing vendor or the item may be procured same day from local vendors. Pricing for sourced items is based on current market conditions and negotiated locally on a per-order basis. • Fastenal.com: Sourcewell participating entities who prefer to place their orders online have the option to place orders through Fastenal's state-of-the-art website. Members will be able to log in with their branch account number to view the Sourcewell online catalog. Fastenal primarily fulfills online orders at the local branch, maintaining the continuity of the local relationship as well as the order history for local inventory stocking models and reporting. • FMI Technology - Inventory Management: Local Fastenal branches can stock customized dedicated inventory for Sourcewell participating entities and keep just the right amount flowing to their stocking locations, minimizing waste, downtime, and total costs. Through these programs, local Fastenal personnel take on the "heavy lifting" of inventory monitoring, ordering, and replenishment. FAST Solutions are tailored to meet the needs of each individual site. • FASTBin: Customers utilize this solution to organize and add efficiency to the ordering process managed by the participating entity or Fastenal. We organize & label new or existing bins and collaborate to establish initial min/max levels and service schedule. Suggested replenishment orders are submitted, reviewed and approved via Fastenal.com. • FASTVend: Sourcewell participating entities position these devices at the point of use allowing more efficient access to inventory all while maintaining security and ensuring allocation rules are followed. When stock runs low, the machine sends an automated notification to the servicing branch and the Fastenal representative initiates the restock process. • Onsite: Participating entities receive the benefit of a team who essentially serve as part of the local staff, providing energy and expertise to free up labor resources and operate more efficiently. • E-Commerce Integration: Whether we connect through a B2B connection, a portal, or our FastConnect punch-out platform your business results are the same: paperless transactions, lower administration costs, and clear usage and spending visibility.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The backbone of our service is a captive logistics network that positions regional distribution centers at the nexus of carefully planned routes to our customers. The system is animated by customer demand, pulling product into the region, the local market, and ultimately the point of use based on usage patterns and production forecasts. Reliable: Planned product needs are stocked in our regional DC and delivered via Fastenal truck to your facility (or offsite Fastenal location) on a regular service schedule to maintain your target inventory levels – a consistent, proactive flow that minimizes stock-outs and costly rush orders. Responsive: Through our 'Fastenal Express' program, a wide range of unplanned needs can be fulfilled the same day (via the local Fastenal public branch) or early the next morning (via our regional DC). Efficient: The combination of highly automated fulfillment centers and carefully planned transportation routes enables us to drive down our distribution costs and economize freight for our strategic customers. Simply put, nobody moves heavy industrial materials more efficiently. Each Fastenal branch will work with the Sourcewell participating entities they serve to establish min/max levels for commonly used and critical items. These items will be held in-stock at the Fastenal store and servicing distribution center to ensure it is available and where it's needed. The local branch will also work to establish vendor managed inventory programs that meet the specific needs of each facility, whether it be a simple bin stock program or a full-service onsite solution. Fastenal's lead time for in-stock items does not exceed 24 to 48 hours and for non-stock items does not exceed 10 days from the date of order (delivery times in AK, HI, PR, GU and Canada may differ).	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Fastenal Company is willing and able to provide products and services to Sourcewell participating entities in all 50 U.S. states, Puerto Rico, and Guam. We currently operate more than 1,400 branch locations and 1,000+ customer onsite facilities in the US and are well equipped to continue our support of this contract.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Fastenal Company is willing and able to provide products and services to Sourcewell participating entities in Canada. In 1994 we opened our first branch in Canada, a number which has since expanded to 170+ branch locations in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland, Nova Scotia, Ontario, Prince Edward Island, Quebec, and Saskatchewan. The purest expression of our local service philosophy is our Onsite service model, bringing not only our solutions but also Fastenal personnel and Fastenal-owned inventory – essentially a dedicated store – within the walls of your facilities. This service model allows us to provide localized, dedicated service to qualified Sourcewell participating entities which may not be located in close proximity to one of our Fastenal branches.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Fastenal Company can service all geographic areas of the United States, as well as Puerto Rico and Guam. While we do not maintain branch locations in the Northwest Territories or Yukon Territory in Canada, we are able to provide product via a drop-ship model.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Items not in-stock at the local branch or not in-stock at the Primary Distribution Center for Alaska, Hawaii, Puerto Rico, or Guam may be subject to shipping charges.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Fastenal's marketing team is committed to promoting Fastenal's products, services, solutions, and preeminent customer service to all Sourcewell Members. Our team will execute a strategic marketing plan that will be rolled out in conjunction with the Sourcewell implementation/ training program. This plan will focus on promoting both organizations and will ensure that our sales force and current and potential government customers understand the power of Fastenal and Sourcewell working together. We will utilize our considerable internal resources to achieve success, including our in-house Marketing and Graphic Design teams, print shop, and vinyl shop. This includes print marketing (linecards, brochures, etc.), online marketing utilizing our website and email marketing programs, and attendance at tradeshows/events. Fastenal is dedicated to ensuring eligible Members will be aware of the value the Agreement can bring to their operations. Our go-to-market strategy is to educate our sales and support personnel, provide tools to grow our local sales representatives' business through the Sourcewell Agreement, and promote the Sourcewell Agreement to our customers at every available opportunity. Fastenal has shown steady performance and growth in market share with our national cooperatives. Historically our training and implementation plans have been effective in deploying our vast network of local branches to end users. With our 3,500+ in-market locations and 12,000+ sales personnel, Fastenal's level of support and accountability is unparalleled among industrial supply distributors. Sourcewell Members will have the support of a variety of sales teams within Fastenal, including local branch personnel and Government Sales Specialists, dedicated to demonstrating the advantages of the Sourcewell Agreement to eligible Members. Fastenal's government sales team will meet with eligible Members to explain the aggressive discounts, market basket, services, and incentives available through the Sourcewell Agreement. Please see the attached "Marketing Plan_Sourcewell All-Inclusive Linecard" which is currently available and provided to Sourcewell Members. Fastenal will continue to make this linecard available to our branches and Sourcewell Members (with any revisions that may be needed per the new agreement).	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Fastenal Company leverages a variety of digital platforms to enhance our marketing effectiveness with additional tools being integrated into our marketing technology stack regularly. Fastenal is able to tap into an immense pool of behavioral and transactional data to effectively grow our marketing capabilities and efficiency. Data is collected, in part, from our proprietary ecommerce platform, third-party resources such as Google Ads and Google Analytics, marketing automation services, and from social media channels such as LinkedIn and Facebook. Furthermore, we employ staff to help drive this commitment to fully utilizing marketing data, including a Digital Marketing Manager, a Sales & Marketing Research Analyst, and a Marketing Operations position.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role in promoting this RFP will be to market to their members that Fastenal has been awarded the MRO contract. Fastenal will work with Sourcewell to develop marketing materials such as linecards, e-mail campaigns, and a landing page on Fastenal.com to promote the features and benefits of the Sourcewell contract. Fastenal will train our government sellers on this contract and target Sourcewell members to adopt this contract as their main MRO contract. Fastenal will work with Sourcewell to promote this contract to new members.	*

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	https://www.fastenal.com Fastenal hosts a state-of-the-art transactional website to process online orders. All orders are processed through your local branch and sales representative providing quick confirmation and seamless fulfillment on Sourcewell items. Authorized Purchasers can order catalog items online through multiple time-saving functions. Superior online ordering capabilities include: • Advanced Permissions Settings: Spending limits can be set and managed for an unlimited number of users, approvers, or account administrators. Control spending by limiting users to set a budget over a flexible period of time and/or by limiting the size of individual orders. Any user can be set up to be an order requestor, an order approver, or an account administrator. • Product Search: Products can be searched by using product categories, descriptions, key words, manufactures, manufacturer part numbers, industry part numbers, competitor part numbers, customer-specific part numbers, green products, and more. All results can be narrowed down by using attribute refinements. • Custom Order Templates: Order templates are easy to use and easy to create. Simply add items to your cart and save the cart for future use. Give an identity to the Custom Template by choosing a name and applying a description to the Template. Order Templates are user specific or can be shared among users under one Fastenal.com account. • Electronic Quotes (eQuotes): eQuotes are electronic quotes sent to a user from their Fastenal Sales Representative. This is a method of converting customer product requests, vendor managed inventory requests, or vending machine transactions into customer orders without having to enter or re-type data. A notification is sent via email to the user and the eQuote is sent to the user's Fastenal.com account. Approve the eQuote and your local servicing branch will fulfill. • Fast Order Pad: Quickly add items to shopping cart by entering part number and quantity. • File Upload: Import an excel spreadsheet list of part numbers and quantities into the shopping cart. • Order Status: Sourcewell Members can see the status of their orders at any time during the order process. The local branch can provide tracking information on branch-delivered parts and 3rd party tracking numbers are made available in status updates where applicable. • Order History: Ordering entitites can view their history of orders placed online with Fastenal.com. Order history can be reordered and edited for future use and commonly ordered items can be saved into order templates for ease of re-ordering. • FAST 360°: The FAST 360° application on fastenal.com has been engineered to provide insight into your organization's relationship with Fastenal. This ability is exclusive to Fastenal and provides access to information critically important in managing your supply chain. Search, compare and manage your supply chain with three easy-to-use modules that are directly incorporated within Fastenal's eCommerce platform. • My Business allows you to click into each of your facilities locations and all of the way down to the individual vending machine or bin stock which is managed by Fastenal and then pull up the device's respective planogram to get additional information on a specific SKU. Other companies will tell you what they have in stock. With FAST 360º, instantly see what YOU stock in your own facility. • My Inventory allows you to search your own inventory for each of your associated account numbers. You can also use the search function to find items based on keyword, description or part number, and even search by your own part number when they're included in our system. • My Spend is a detailed snapshot of your purchasing habits which provides awareness of planned and unplanned spend behaviors. Using invoice data, FAST 360º illustrates how current spend is being allocated. Monitor purchase activity by category and see which channel that spend is flowing through. Fastenal.com is not just a portal for placing orders, but a tool for managing the supply chain needs. • Product Restriction: Products or categories may be restricted from purchase. Restricted items will be displayed as restricted and the user is not allowed to purchase the items. • Technical Information: All products contain technical information in the form of product attributes, product descriptions, and detailed notes fields. This information can guide the user by the type of product or the specific application of the product. Many products contain CAD Drawings and "Product Standards" informational PDF sheets which contain technical data such as chemical, mechanical, and performance information. Where applicable, links to (M)SDS sheets are made available in the product detail page of the corresponding part. Additionally, the "Supply Chain" section shows availability at the local Fastenal branch. All products visible on fastenal.com can be sourced in various manners.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Fastenal will provide customized training programs to meet Sourcewell Members' needs. Training sessions would generally be held at the member's facility, with training conducted by a local Fastenal employee and/or a Fastenal certified vendor. Because of our local presence, these trainings can be offered to Members frequently throughout the year. Costs may vary depending on the size and scope of the training. Fastenal branch representatives and other customer support personnel are kept current on product and industry trends through ongoing training, yearly reviews of industry standards, and close interaction with our suppliers. In addition to customer training, our sales and support personnel participate in career-long professional education and development to continually improve their knowledge and service. The result is a well-trained sales force that can provide technical expertise to end users within a local environment. Fastenal's Certified Vendor Training Program: This program includes training from certified vendors in the following areas: • New products • Equipment & operation – manufacturer/certified set-up/training • Safety and OSHA training • Product application, features and benefits • Cost savings, lean, and vendor managed inventory (VMI) solutions Although designed for our employees, Fastenal's Certified Vendor Training program will be offered to Sourcewell members as customized training workshops. Many of our product trainings are focused on safety, but the program also includes vendors outside of the safety category who provide training on various products and applications. In order to participate in the Certified Vendor Training program, the vendor must design training and present to the Fastenal School of Business (FSB) team, initiating a rigorous certification process that includes a consensus between the FSB instructors and the vendor on the following: • Training requirements • Hands-on and interactive delivery methods • Markets targeted for products • Product applications and uses Safety Training: To support our safety product offering, we've positioned trained Safety Specialists across the United States. Members' Safety Specialist will advise on best-in-class industry practices. With a wide range of categories and a team of industry experts, we are committed to providing technical resources in service of Members' safety program. This may include but is not limited to: • Fall Protection General Awareness Training • Ladder Safety Training • Hearing Conservation Awareness Training • Lock-Out/Tag-Out General Awareness Training Energy Efficient Lighting Audits and Training: Fastenal works in conjunction with our lighting vendors to provide energy efficient lighting audits and training as a value-added service for customers. This program includes: • Lamp/Ballast Standardization Recommendations • Lighting Energy Audits/Analysis/Presentations • Energy Saving Initiatives Specific to Lighting/Ballast • Sustainability Initiatives Specific to Lighting/Ballast & Other Products • Product Design Recommendation/Implementation of the Latest in LED Technology for Enhanced Energy and Maintenance Saving Strategies • Lighting upgrade installation and project management Green and Sustainability Training: Fastenal's Certified Vendor Training includes information about green and sustainability initiatives offered by our various manufacturer partners. We also offer training on our green and sustainability product reporting and ways Sourcewell Members can work with Fastenal's Sustainability Coordinator to establish goals and manage spend to achieve their goals. Annual Customer Show: Fastenal hosts an annual customer show to provide a venue for customers and manufacturing partners to participate in new product rollouts, cost savings training, demonstration of solutions, etc. Additionally, Sourcewell members are afforded an opportunity for government cooperative training provided by National Cooperative Procurement Partners (NCPP). Most trainings are provided at no cost, however some trainings may have applicable fees which will be negotiated based upon the scope of the project.	*

41	Describe any technological advances that your proposed products or services offer.	Fastenal offers a simple value proposition: great people, close to your business, empowered by technology. That includes advanced supply chain, warehouse, and transportation systems to keep product flowing to your facilities, mobility apps that allow us to check stock availability, provide quotes, process orders, and update changes to your inventory anytime, anywhere, and an ever-evolving lineup of automated supply devices, extending the internet of things to products of all shapes and sizes. With our FMI Technology solutions, Members can track assets like tools, tablets, and scanners, who's using each item, and when it's overdue for return or use the same technology as a 24/7 order pickup station. They can also control who has access to products and capture the dynamics behind every item dispensed - who, what, where, when, and why. We employ wide-ranging techniques to automate your inventory and we're exploring new frontiers for the future, including innovations in the areas of van management, customer-managed inventory, asset tracking, and inventory monitoring. Our high-touch service and automated devices combine to produce unique insight into your usage, and our reporting solutions help Members turn that insight into impact. A great example is vending; every time an item is dispensed, the transaction is tagged to an individual user and other custom metrics such as job number. This information flows to your reporting dashboard, where you can apply the data to simplify job costing, identify overuse issues, and optimize the mix in levels of products in your machines for maximum cost savings. Our FAST 360 portal gives you a live view of your Fastenal program. Members can visualize how inventory is organized in their bin stock and vending solutions as if they're standing in front of the device, search to see if a needed item is available within their facility and exactly where it's located, and analyze spend by time period, product category, or individual part to discern trends and opportunities within their operations. However, as important as technology is, for us it is just one element of a total supply chain solution. Behind the devices and software are local experts to shoulder the burden of inventory management, a world-class distribution machine to bring speed and agility to the supply chain, and a commitment to invest in our customers' success with the fundamentals of effective customer service.	*
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Fastenal offers a variety of resources specifically geared to help organizations achieve their sustainability goals. Visitors to Fastenal.com have easy eCommerce access to 76,000-plus environmentally preferred products. Fastenal offers environmentally preferred solutions across many product categories. These products reduce negative effects on human health and the environment compared to competing products. All of the EPPs on Fastenal websites are identified with the designation “Green” and a leaf symbol to the right and under the product’s compliance details. This symbol does not indicate third-party certification nor represent a certification of its own. We want to empower our customers by identifying green products so they can make eco-conscious decisions for their business needs. The products in our green offering promote sustainability through resource conservation, end-of-life waste management, and life cycle analysis. • Certified Green Products: Fastenal continues to partner with suppliers that bring solutions. This includes manufacturing, investing in, and offering environmentally preferred or eco-friendly options in every category we offer. From recycled content to third-party certifications, Fastenal's supply chain compliance team advocates and governs this offering. Some of the organizations include: Energy Star, Green Seal, EPA Safer Choice, EcoLogo, Forest Stewardship Council, Sustainable Forestry Initiative, Carpet & Rug Institute, GreenGuard Environmental Institute, USDA Biopreferred, EPA Watersense, SCS Certified, NEMA Premium, UL Environment, and more. • Non-Certified Green Products: Although not certified by a third party, these products offer environmental benefits according to information provided by the manufacturer. We offer this designation because third-party certifications do not exist globally for all green products and categories. Non-certified products in our offering are considered environmentally preferable for various reasons. For example, they may reduce energy consumption, they may have low or no-VOCs (which affect air quality), they may contain recycled content that meets or exceeds EPA standards, etc. We support customers with turnkey waste stream solutions through our partnerships with 56 leaders in the material recycling field, including TerraCycle, Veolia, Call2Recycle, and others. Products for which we have recycling programs available include cardboard, packaging & shipping materials, safety/PPE, sharps, batteries, lighting, electronics, flashlights, office supplies, janitorial/sanitization supplies, breakroom supplies, carbide metalworking products, and medical/dental supplies. Meanwhile, our industrial services, such as cutter regrinding and tool repair, mitigate waste stream impacts in a different way – by helping to extend the service life of the product. More broadly, sustainability is an intrinsic feature of our strategic service model. When organizations partner with Fastenal to avoid over-consumption, obsolete inventory, redundant purchases, expedited ordering, and overlapping deliveries from multiple vendors, they’re taking waste out of their business and the environment, with fewer materials consumed and fewer emissions produced. These outcomes stem from deep-seated values. For 55 years, Fastenal has prospered through careful resource consumption, sustainable value creation for stakeholders, and a core belief in people – foundational concepts that align seamlessly with our ESG vision.	*

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Fastenal Company is currently ISO 14001:2015 certified for Environmental Management. Certified Green Products: Fastenal continues to partner with suppliers that bring solutions. This includes manufacturing, investing in, and offering environmentally preferred or eco-friendly options in every category we offer. From recycled content to third-party certifications, Fastenal's supply chain compliance team advocates and governs this offering. Some of the organizations include: Energy Star, Green Seal, EPA Safer Choice, EcoLogo, Forest Stewardship Council, Sustainable Forestry Initiative, Carpet & Rug Institute, GreenGuard Environmental Institute, USDA Biopreferred, EPA Watersense, SCS Certified, NEMA Premium, UL Environment, and more. Non-Certified Green Products: Although not certified by a third party, these products offer environmental benefits according to information provided by the manufacturer. We offer this designation because third-party certifications do not exist globally for all green products and categories. Non-certified products in our offering are considered environmentally preferable for various reasons. For example, they may reduce energy consumption, they may have low or no-VOCs (which affect air quality), they may contain recycled content that meets or exceeds EPA standards, etc.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Tier 1 Program: Fastenal's Supply Chain Diversity program establishes strategic alliances with small businesses serving as authorized channels of distribution for Fastenal's products and services. Fastenal's Reseller Consortium features strategic partners with a wide range of manufacturing, distribution and service capabilities as well as a full complement of supplier diversity certifications. The full line of Fastenal's fasteners and industrial supplies are available for purchase from our authorized resellers. Some resellers are stocking distributors; others are service providers with agreements for Fastenal to provide logistics and distribution services in support of their customers' requirements. All authorized resellers are the vendor of record, responsible for contract negotiations, pricing, invoicing, accounts receivable management, e-procurement solutions and customer service. Tier II Program: Our Supplier Diversity team will review qualified suppliers and assist to match your company's needs to the capabilities by providing the following: • Potential early involvement in the design and establishment of goals • Realistic and understandable expectations • Accurate forecasting of our anticipated needs and timely distribution of pertinent information • Detailed Tier II usage reports including the following certifications: • HUBZone • Minority-Owned Business • Woman-Owned Business • Veteran-Owned Business • Service Disabled-Veteran Owned Business • Small Business • Small Disadvantaged Business Custom Reporting: Your national account support team will review your compliance reporting needs and benchmark spend accordingly. Reporting can range from basic summary reports (e.g., visualizing global supplier diversity or green spend by channel) to reports displaying spend by department/division, product category, or SKU.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	In an industry that has become increasingly remote and transactional, Fastenal takes a different approach – investing and engaging on the local level to execute our customers' goals. Our value proposition centers on a simple concept: Great people, close to your business. What does this mean for Sourcewell Members? PROXIMITY: Our local footprint positions us to support Sourcewell Members with a dedicated service team, tailored in-market inventory, last-mile delivery (via Fastenal trucks), and custom Fastenal-managed inventory programs. The impact is direct. When we locally stock your product needs, that's inventory you don't have to carry. When we efficiently manage your MRO supply chain, that's time and energy you can focus on core activities. ENGAGEMENT: We become attuned to the nuances and needs of your operations – not only what your teams buy, but how the product is used and the daily challenges faced. PARTNERSHIP: The foundations are mutually-defined goals, a systematic approach to drive and measure continuous improvement, and a willingness to invest in our customers in ways that go far beyond contract pricing and efficient transactions. This includes a custom local or onsite supply chain for Member facilities, along with access to all of the resources that make Fastenal a leader in strategic supply.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document

upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Fastenal's warranty policy is as follows: LIMITED WARRANTY, DISCLAIMERS, LIMITATION ON WARRANTIES AND REMEDIES. Seller warrants that Products delivered to Buyer hereunder shall be free from any defects in material or workmanship and in conformity with Buyer's written specifications for a period of one year after delivery. Buyer shall inspect Products within a reasonable time (not to exceed 10 days) after receipt and shall promptly notify Seller of any claimed defect or nonconformity. Where the nature, quantity or packaging of Products makes immediate inspection impracticable, neither acceptance nor payment for Products shall waive the right of inspection or the right to return defective or nonconforming Products. Upon receipt of written notice by Buyer and as an exclusive remedy, Seller shall promptly correct or replace, at Seller's option, any defective or non-conforming Products and the direct and necessary cost of such correction or replacement shall be borne by Seller. Correction shall be made, or replacement products shall be delivered by Seller within the on-time period applicable to the original purchase order, unless prevented by conditions not subject to Seller's control. This warranty will not be applicable in the event of the improper selection, misapplication or misuse of the Product by Buyer and any liability from such events is disclaimed by Seller. THE FOREGOING WARRANTIES ARE IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED AND SELLER EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EVERY CLAIM UNDER THIS LIMITED WARRANTY SHALL BE DEEMED WAIVED UNLESS WRITTEN NOTICE IS GIVEN TO SELLER WITHIN SIXTY (60) DAYS AFTER THE DEFECT TO WHICH EACH CLAIM RELATES IS DISCOVERED OR SHOULD HAVE BEEN DISCOVERED.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Fastenal's warranty policy is as follows: LIMITED WARRANTY, DISCLAIMERS, LIMITATION ON WARRANTIES AND REMEDIES. Seller warrants that Products delivered to Buyer hereunder shall be free from any defects in material or workmanship and in conformity with Buyer's written specifications for a period of one year after delivery. Buyer shall inspect Products within a reasonable time (not to exceed 10 days) after receipt and shall promptly notify Seller of any claimed defect or nonconformity. Where the nature, quantity or packaging of Products makes immediate inspection impracticable, neither acceptance nor payment for Products shall waive the right of inspection or the right to return defective or nonconforming Products. Upon receipt of written notice by Buyer and as an exclusive remedy, Seller shall promptly correct or replace, at Seller's option, any defective or non-conforming Products and the direct and necessary cost of such correction or replacement shall be borne by Seller. Correction shall be made, or replacement products shall be delivered by Seller within the on-time period applicable to the original purchase order, unless prevented by conditions not subject to Seller's control. This warranty will not be applicable in the event of the improper selection, misapplication or misuse of the Product by Buyer and any liability from such events is disclaimed by Seller. THE FOREGOING WARRANTIES ARE IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED AND SELLER EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EVERY CLAIM UNDER THIS LIMITED WARRANTY SHALL BE DEEMED WAIVED UNLESS WRITTEN NOTICE IS GIVEN TO SELLER WITHIN SIXTY (60) DAYS AFTER THE DEFECT TO WHICH EACH CLAIM RELATES IS DISCOVERED OR SHOULD HAVE BEEN DISCOVERED.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	N/A	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	N/A	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Fastenal does provide warranty services for some power tools made by other manufacturers for an additional year on top of the original manufacturer's warranty.	*

51	What are your proposed exchange and return programs and policies?	Fastenal must approve cancellation of any order prior to shipment. Orders for Special or Non-standard Products (not in the catalogue) may not be cancelled or returned. Any returns for shipping errors, damage or loss upon delivery must be reported within 10 days of the delivery date. Except as otherwise agreed, Products will not be accepted for return after 30 days from the date of delivery to the Purchaser. Any cancellation or returns accepted after 30 days may be subject to a restocking fee and other charges, for which the Purchaser shall be responsible. All returns should be made to a Fastenal branch or as otherwise designated by Fastenal, and must be in resalable condition and accompanied with an Invoice.	*
52	Describe any service contract options for the items included in your proposal.	Fastenal is offering our Onsite solutions as a service to Participating Sourcewell Entities. Our local branches position us within minutes of our customers' facilities. Our onsite model brings us even closer, in terms of proximity and partnership. While our branches have to balance general market needs, an onsite resource has a single focus: operating a world-class supply chain for one facility. Here's a brief overview at the potential benefits for select Participating Entity sites: EXPERTISE: Your onsite teams will do more than fill orders and bins. They become experts in your operations and the products you need to run them. They also serve as the point persons for other experts in our business, pulling in specialists, suppliers, and sales leadership to execute projects and drive improvement. LABOR UTILIZATION: The team essentially serves as part of your local staff, but without being on your payroll. Leverage our energy and expertise to free up labor resources and operate more efficiently. WORKING CAPITAL: When we move onsite, we sell down your current inventory and phase in our own. Moving forward, the inventory remains on our books until it reaches your floor stocking locations – a dollar-for-dollar improvement in working capital. CONSOLIDATION: The synergy and efficiency of the onsite model allows us to manage an even broader range of products used in your business, expanding opportunities to consolidate, simplify, and leverage. INNOVATION: We bring a deep history in supply chain management. Just as importantly, we bring the future. An onsite solution becomes a direct pipeline to the latest innovations in areas like automated supply, asset tracking, and data analytics. SCALABILITY: Our onsite programs range from less than $1M to over $70M in revenue (for a single site). This speaks to our ability to operate cost-effective solutions for both very large and relatively small facilities. EXPERIENCE: With 1,500+ onsite programs worldwide, nobody offers more experience in implementing and operating successful programs. We're ready to leverage our local talent and infrastructure to quickly craft and activate custom solutions for your facilities. Please see the attached "Standard Onsite Agreement (US)" and "Standard Onsite Agreement (Canada)" as attached within the Standard Transaction Document Samples.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Standard payment terms are Net 30. Fastenal prefers payment via EFT. Payment can also be accepted via check or cash. P-cards/credit cards are accepted at the time of purchase only.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	N/A	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Please see the attached “Sourcewell Participation Form” which will need to be completed by each entity choosing to opt into the Sourcewell agreement. Please see the attached “FAST Solutions Terms – US - GOV” and “FAST Solutions Terms – CN – GOV” for an example of the agreement to be utilized for bin stock lease, FASTBin, POD, FASTScale, FASTScan, locker lease, or vending program. Please see the attached “Standard Bin Stock Agreement – GOV” for bin stock programs. Please see the attached “Standard Onsite Agreement (US)” and “Standard Onsite Agreement (Canada)” for the agreement to be utilized for Onsite programs.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-cards/credit cards are accepted at the time of purchase only, with no additional cost.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Fastenal Company is offering a product category discount from our wholesale price. Please visit Fastenal’s online catalog at www.fastenal.com for available products and current wholesale prices. Please see the attached ”Sourcewell Discount Schedule.” Fastenal is also offering several “Hot List” options for Participating Sourcewell Entities, including a Hot List program wherein each qualifying Member will have the ability to customize a market basket of up to 500 items. These custom market baskets can be utilized for high-use items, green items, emergency response, etc. Additionally, Fastenal has included a Hot List of the items most commonly utilized by State and Local Government customers. Please see the attached “Sourcewell Hot List.” Additionally, Fastenal can provide sourcing of non-core items to procure items that are not available within Fastenal’s distribution system. Fastenal’s sourced items may be a direct line extension with an existing vendor or the item may be procured same day from local vendors. Pricing for sourced items is based on current market conditions and negotiated locally on a per-order basis.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Fastenal’s discounts range from 23 – 57% off of the current wholesale price at the time of purchase.	*

59	Describe any quantity or volume discounts or rebate programs that you offer.	Volume Discount: Fastenal understands that Participating Entities may, from time to time, have unique purchasing needs requiring the purchase of products in a volume not related to ordinary purchase volume. Fastenal will assist Participating Entities by identifying and passing on the additional value which may be obtained through reaching a volume purchase. The volume discounts will be negotiated between the local Fastenal branch and the Sourcewell Entity based on market conditions. Rebate: To help drive participation to the Sourcewell Agreement, Fastenal has a variety of incentives available to eligible Participating Entities who reach a minimum spend threshold within a contract year. Proposed incentives may include: • Administration Fee • Sales Growth Incentive • Fastenal Solutions-Onsite Incentive • Cumulative Volume Category Discount • Customized Hot List	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Fastenal’s sourcing model is a value-added service that we offer to customers to source products. The local Fastenal branch manages the sourcing, procurement, delivery, and, if required, the inventory management of the sourced product as part of a Fastenal vendor managed inventory solution. Pricing for sourced items is based on current market conditions and is negotiated locally on a per-order basis.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Fastenal has not identified any total cost of acquisition costs that are not included in our pricing submission.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Sourced, expanded catalog (catalog items with no published wholesale price), or non-catalog (items not available in our catalog but with a published wholesale price) items and orders requiring special handling or expedited shipment may be subject to shipping charges. Items requiring additional charges would be communicated to the Sourcewell Participating Entity prior to acceptance of a purchase order. Approved charges would be prepaid and billed to the entity.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Items not in-stock at the local branch or not in-stock at the Primary Distribution Center for Alaska, Hawaii, or Canada may be subject to shipping charges.	*

64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Fastenal's FMI Technology solutions help you achieve the right balance of visibility and control for every product within the scope of the partnership. Our FMI Technology program centers on five core concepts: SIMPLIFY: Through our FASTStock program, your local Fastenal teams will execute a consistent service schedule to manually monitor and replenish your inventory locations. This manual process is enhanced by technology, including mobility applications that enable our teams to capture and illuminate data around every part we manage on your behalf: what it is, where it's located, and when we're servicing it. If you prefer to handle inventory monitoring/ordering internally, we also offer a self-service scanning solution (FASTScan). MONITOR: FASTBin devices provide an additional level of visibility and risk mitigation by enabling your servicing Fastenal teams to monitor your bin stock inventory remotely and continuously – a good fit for OEM parts or faster-moving/higher-value MRO items. The benefits are twofold: a more proactive and seamless supply chain, along with more productive utilization of your local Fastenal service teams (i.e., additional labor energy to focus on strategic activities vs. repetitive tasks). CONTROL: FASTVend devices can be deployed to control MRO products of all shapes and sizes. The cloud software makes it easy to set customized controls (who can access what, and how much) and to trace items to individual users and cost centers (including GL codes and/or job numbers if desired). One key result is a sharp and sustained reduction in consumption, typically 20 to 30%. Similar to FASTBin, the local Fastenal teams remotely monitor the inventory in the devices and proactively plan their service to ensure continuous supply. TRACK: We also offer FASTVend solutions to automate the check-out and return process for assets like tools, scanners, and tablets. Site managers can track each asset to the most current user and receive an alert if it's overdue for return. Alerts and lockdowns can also be scheduled for routine recharging, calibration, or maintenance, ensuring that job-ready tools are continuously available near the point of work. Leverage this technology to reduce tool loss and improve productivity. ANALYZE: The ultimate goal of an FMI Technology solution is to take industrial supplies out of the shadows and into a more efficient and controlled environment. Site managers will gain insight into product usage and allocation – how fast each item is turning, who's using it, and what it's being used for. Meanwhile, as your supply chain partner, we will analyze trends in your business and present opportunities to continuously evolve the program (devices, locations, product mix, and min-max levels) for maximum impact. Please see the attached "FAST Solutions Terms – US – GOV," "FAST Solutions Terms – CN – GOV," "Standard Bin Stock Agreement – GOV," "Standard Onsite Agreement (US)," and "Standard Onsite Agreement (Canada)" as included in the Standard Transaction Documents zip file for examples of the agreements to be utilized for our FMI Technology programs.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Fastenal's Contract Management team helps implement contract terms, conditions, pricing, and time lines for deliverables such as reporting, rebates, and additional discounts (if any). The Sourcewell agreement will be managed within Fastenal's contract management system, a proprietary database that manages pricing, FOB terms, rebates, reporting, and other relevant terms. The Contract Management team will be responsible for ensuring that the contract is correctly administered. This will include working with the Fastenal Government team to document the execution of participating addenda, any unique terms & conditions, rebates or additional fees, and/or reporting requirements of the Sourcewell Participating Entity. The Contract Management System administers the Sourcewell Agreement (including any participating addendum unique terms, fees or reporting) to the Fastenal branch account, driving compliance via the Fastenal branch point of sale (POS) system. The Contract Management team will also manage the administration of contract modifications, extensions, price updates, and other administrative correspondence. Government Sales Support Once the Sourcewell Agreement is entered into the Contract Management System, the day-to-day workload of interfacing with the Government Sales department and Fastenal's branch sales personnel becomes the primary responsibility of the Government Sales Support team. This group serves as a clearinghouse and liaison team between Contract Management and Sales. Fastenal's Government Sales Support team serves as the internal “customer service center” for our branch sales people, providing relevant contract information as well as the “linking” of branch accounts for Sourcewell Members to the Agreement within the Contract Management System. The Government Sales Support team is responsible for remitting reporting to Sourcewell and the Members. This includes sales reports, usage reports, supplier diversity reporting, sustainable purchases, etc.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Fastenal will track the success of the Sourcewell contract by sales growth, number of customers using the contract, and the average dollar in sales per invoice.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See the RFP and template Contract for additional details.)	Fastenal proposes an administrative fee of one percent (1%) less taxes, freight, and product returns, with the exception of onsite customers which will be subject to an administrative fee of one half of a percent (0.5%) less taxes, freight, and product returns. Onsite customers must sign a Sourcewell onsite agreement. Sourcewell will be notified by Fastenal of these agreements. Onsites require a heavy investment in labor and technology but offer the lowest TCO for Sourcewell members.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	

69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Available product lines include: Abrasives; Adhesives, Sealants, and Tape; Cutting Tools and Metalworking; Electrical; Electronics and Batteries; Fasteners; Fleet and Automotive; HVAC and Refrigeration; Hardware; Hydraulics; Janitorial and Cleaning; Lighting; Lubricants, Coolants, and Fluids; Machinery; Material Handling, Lifting and Rigging; Motors; Office and Breakroom Supplies; Outdoor Products and Equipment; Packaging and Shipping Products; Paint and Painting Supplies; Plumbing; Pneumatics; Power Transmission; Pumps; Raw Materials; Safety; Sealing; Security; Test and Measurement; Tools and Equipment; Welding. Services and resources include: Supply Solutions (FMI Technology; FASTStock; FASTBin; FASTVend; E-Business; E-Procurement; Onsite; FASTCrib; Integrated Supply; Jobsite Inventory Solutions) Expert Consultants (National Accounts; Engineering Expertise; Construction Solutions; Government; Lean Solutions; Safety Solutions; Metalworking Support; OEM Support; Healthcare Resources) Manufacturing Services (Spensall Precision Machining; Cardinal Fastener High-Integrity Bolting; API 20E Bolting; Holo-Krome Cold-Forming; Metals, Alloys & Material Services) Industrial Services (Weld-to-Length Bandsaw Blades; Hose Fabrication; Hoist Repair & Certification; Custom Chain Sling Fabrication & Inspection; Custom Packaging; Lifting & Rigging Inspection; Special Assemblies; Tool & Cutter Grinding; Calibration & Repair; Tool Repair & Certification; Custom Logo Program) Compliance & Sourcing (Green Resources; Country of Origin Compliance Solutions; Fastenal Brands; Global Sourcing; Supplier Diversity; Blue Lane Freight)
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	ABRASIVES: Sanding Abrasives Products; Abrasive Brushes; Grinding Abrasives Products; Burr Products; Diamond Abrasives Products; Abrasive Accessories; Files & Rasps; Sand Blasters & Accessories; Deburring Products; Sharpeners & Accessories; Buffing & Polishing Products. ADHESIVES, SEALANTS, & TAPE: Tape; Adhesives & Glues; Silicones, Caulks, & Sealants; Threadlocking Chemicals; Adhesives & Sealants Dispensing Tools; Floor & Surface Care Chemicals; Tape Dispensers; Concrete & Asphalt. CUTTING TOOLS & METALWORKING: Indexable Cutting Tools; Milling Products; Saw Blades; General Purpose Holemaking; Threading & Tapping; High Performance Drilling; Toolholding Systems; Tooling Components; Turning & Boring Products; Cutting Tool Assortments Kits. ELECTRICAL: Industrial Controls; Electrical Wire & Accessories; Plugs, Receptacles & Connectors; Terminals & Wire Connectors; Conduit & Accessories; Wire Management; Circuit Protection & Distribution; Power Cords; Electrical Tape; Boxes, Covers, & Accessories; Robotics & Automation; Strut; Insulated Screwdriver Sets; Electrical Hand Tool Kits; NEMA Enclosures & Accessories; Insulated Socket Sets; Insulated Nut Driver Sets; Insulated Spanner Wrench Sets; Insulated Hex Key Sets; Insulated Hack Saws; Insulated Plier Sets; Insulated Wrench Sets; Insulated Wire Wrap & Unwrap Tools; Insulated Wire Wrap & Unwrap Tool Bits. ELECTRONICS AND BATTERIES: Data, Voice & Video Components; Electronic Hardware; Batteries; Battery Chargers; Holsters & Belt Clips; Head Sets; Radios & Two-Way Radios; Ear Pieces; Antennas; Speaker Microphones; Radio Retrofit Kits; Wireless Message Alert Callboxes; Appliances. FASTENERS: Bolts; Screws; Sockets; Nuts; Washers; Set Screws; Pins; Anchors; Retaining Rings & Clips; Rods & Studs; Automotive Fasteners; Rivets; Threaded Inserts & Thread Repair; Fastener Assortment Kits; Nails; Threadlockers; Thread Sealants & Compounds; Clinch Fasteners; Hardware Fasteners. FLEET & AUTOMOTIVE: Fleet Electrical Products; Fleet Filters & Accessories; Automotive Chemicals & Lubricants; DOT Fittings; Dock & Trailer Equipment; DOT Hose & Tubing; Towing & Accessories; Fleet Batteries & Accessories; Shop Equipment; Engine Oil & Additives; Automotive Specialty Tools; Fleet & Automotive Lighting; Truck Boxes & Vehicle Racks; Fluid Transfer Products; Tire & Wheel Products; Fleet Replacement Parts; Truck & Trailer Hardware; Mechanical Components; Air Line Products. HVAC AND REFRIGERATION: Filters; Ventilation Equipment & Supplies; Heating Equipment; Air Conditioners; HVAC Controls & Thermostats; Air Conditioner Accessories; HVAC/R Chemicals; Air Treatment; A/C & Refrigeration; Evaporative Cooler Accessories; Ice Machine Accessories; Valves & Accessories; Hydronic Heating; Heater Accessories; Evaporative Coolers; Seamers; Ice Machines; Punches; Crimpers; Notchers; Seam Rollers. HARDWARE AND BUILDING SUPPLIES: Springs; Hex Cap Screws & Hex Bolts; Strut Clamps & Hangers; Entry & Exit Door Products; Hardware Supplies; Strut Channel Accessories; Construction & Building Supplies; Hasps, Hinges, & Latches; Strut Clamp & Hanger Accessories; Caps & Plugs; Industrial Flooring Products; Cabinet Hardware; Strut Channel; Braces & Brackets; Magnets. HYDRAULICS: Hydraulic Fittings; Hydraulic Pumps & Cylinders; Hydraulic Hoses; Hydraulic Couplers & Accessories; Crimping Machine Accessories; Hydraulic Accumulators & Accessories; Crimping Machines. JANITORIAL & CLEANING: Cleaning Chemicals, Detergents, & Deodorizers; Brooms, Brushes, Dust Pans, & Dusters; Skin Care & Personal Hygiene; Wipers, Towels, & Rags; Trash Cans & Liners; Restroom Fixtures; Mops & Mopping

Equipment; Squeegees & Window Cleaning Equipment; Cleaning Supplies; Vacuums & Accessories; Cleaning Machines; Restroom Supplies; Buckets, Pails, Lids; Cleaning Machine Accessories; Foam Sealants; Janitorial Carts & Accessories.
LIGHTING: Lamps; Work Lights & Accessories; Emergency Lighting & Accessories; Sensors & Accessories; Fixture Accessories; Fixtures; Outdoor Lighting & Accessories; Ballasts & Accessories.
LUBRICANTS, COOLANTS & FLUIDS: Metalworking Chemicals; Lubricants; Grease Fittings & Accessories; Oils; Grease; Protective Coatings; Grease Guns & Accessories; Metalworking Fluid Equipment; Lubrication Equipment.
MACHINERY: Metalworking Machinery; Ironworker Accessories; Machinery Accessories; Drill Press Accessories; Machining Tables; Lathe Accessories; Grinding Machine Accessories; Cold Saw Accessories.
MATERIAL HANDLING, LIFTING & RIGGING: Carts & Trucks; Slings & Accessories; Casters & Wheels; Slot Bars & Accessories; Racks, Shelving, Pallet Racking & Accessories; Ladders & Work Accessing Equipment; Chain & Accessories; Levelers, Noise & Vibration Control; Workbenches, Work Tables & Accessories; Bins; Hoists & Pullers; Storage Containers & Accessories; Cabinets; Cart & Truck Accessories; Conveyors & Accessories; Lifting Hardware; Wire Rope & Accessories; Magnets; Lockers & Accessories; Hand Tool Storage; Cranes, Trolleys, & Accessories; Drums & Drum Handling Equipment; Bollards & Building Protectors; Tie Downs & Cargo Control; Guard Rails, Hand Rails, & Barriers; Rigging Hardware; Lifters & Accessories; Winches & Winch Accessories; Lifts, Stackers, & Accessories; Bin Accessories; Cages & Cage Accessories; Rope & Rope Accessories; Wall Storage Systems & Accessories; Warehouse Supplies & Equipment; Cabinet Accessories; Lifting Magnets & Suction Lifters; Hoppers & Accessories; Industrial Furniture; Pallets & Skids; Mezzanine & Mezzanine Accessories; Worker Movement; Machine Rollers & Roller Kits; Jacks; Tilters & Dumpers; Gondolas & Accessories; Slatwall & Accessories.
MOTORS: Motor Replacement Parts.
OFFICE & BREAKROOM SUPPLIES: Food Service Supplies; Office Organization; Office Furniture; Desk Supplies; Paper & Printing; Boards, Easels, & Accessories; Office Machines & Accessories; Time Cards & Clock Systems; Ice Machine Replacement Parts; Portable Air Conditioners; Ice Machine Replacement Pumps; Computer Supplies & Media; Water Dispensers; Ice Machine Replacement Valves; Ice Machines; Ice Machine Electrical Replacement Parts; Ice Storage Bins; Cash Handling; Freezers; Ice Machine Cleaners.
OUTDOOR PRODUCTS & EQUIPMENT: Garden Hose & Accessories; Landscaping Hand Tools; Landscaping Power Tools; Pressure Washers; Repellants & Pest Control; Generators; Salt Spreaders & Accessories; Pressure Washer Accessories; Generator Accessories; Sprayers & Accessories; Tents & Accessories; Foam Sealants; Trimmer Accessories; Snow & Ice Removal; Lawn Mowers & Accessories; Snow Blowers & Accessories; Chain Saw Accessories; Logging Tools; Power Equipment; Construction Tools & Equipment.
PACKAGING & SHIPPING PRODUCTS: Corrugated Boxes, Cartons, & Mailers; Shipping & Storage Bags; Masking Tape; Shipping Labels & Tags; Packaging Tape; Strapping Products & Accessories; Bubble, Foam, & Cushioning; Envelopes & Mailers; Stretch Wrap & Shrink Film; Water Activated Tape; Stretch Wrap Machines & Accessories; Scales & Accessories; Carry Handles; Desiccants.
PAINT & PAINTING SUPPLIES: Paint & Marking Products; Masking Tape; Paint Roller Products; Paint Brush Products; Painting Accessories; Paint Booth Accessories; Paint Additives; Painting Equipment; Paint Pad Products.
PLUMBING: Pipe Fittings; Plumbing Valves & Accessories; Pipe & Tubing; Plumbing Tools & Equipment; Faucets & Faucet Repair Parts; Toilets, Urinals & Accessories; Water Filters & Accessories; Fountains, Sinks, & Accessories; Drains & Accessories; Hose & Hose Products; Showers, Tubs, & Accessories; Pipe Insulation & Accessories; Pipe Cements & Primers; Pipe Thread Tape; Water Heaters & Accessories; Pipe Lengths; Pipe Thread Sealants; Plumbing Putty.
PNEUMATICS: Pneumatic Fittings; Tubing & Tubing Accessories; Hose Couplers & Accessories; Clamps & Collars; Pressure Gauges & Accessories; Hose Reels & Accessories; Pneumatic Valves & Accessories; Air Preparation; Hose & Hose Assemblies; Actuators & Cylinders; Blow Guns & Accessories; Air Piping Systems; Hose Guards; Pneumatic System Components.
POWER TRANSMISSION: Seals & Accessories; Bearings; Chain & Sprockets; Shims & Shim Stock; Keyed Shafts & Keys; Power Transmission Belts; Bushings; Cam Followers & Yoke Rollers; Collars, Couplings, & Components; Sheaves & Pulleys; Pullers, Separators, & Accessories; Bearing Heaters & Accessories; Linear Motion.
PUMPS: Pump Accessories; Sewage, Submersible & Sump Pumps; Plumbing Pumps; Plumbing Pump Parts & Accessories; Drum, Barrel, & Pail Pumps; Engine Driven Pumps; Evaporative Cooler Pumps; Test Pumps; Booster & Pressure Pumps.
RAW MATERIALS: Sheet Stock Material; Bar Stock; Precision Blanks & Raw Blanks; Tube Stock; Fully Threaded Studs; Threaded Rods; Wire Products; Angle Products; Ball Stock; Foil Products; Coil Rods.
SAFETY: Facility Identification; Hand & Arm Protection; Matting; High Visibility Garments; Traffic Control Products; Label Maker & Laminator Accessories; Fall Protection; Eye Protection; ARC Flash & FR; Disposable Garments; Head & Face

		Protection; First Aid & Emergency Products; Welding Safety Clothing; Lockout & Tagout Products; Work Wear; Foot Protection; Spill Containment; Chemical Resistant Garments; Rain Wear; Respiratory; Welding Helmets & Eye Protection; Safety Storage Cabinets & Containers; Powered & Supplied Air System Accessories; Hearing Protection; Dispensers & Bags; Confined Space Equipment; Heat Stress Products; Fleet & Automotive Safety Equipment; Step Ladders; Joint Support; Gas Detection Accessories; Powered & Supplied Air Systems; Gas Detectors; Intrinsically Safe Lights; Safety Knives; Storm Water Management; Hydration Products; Fire Protection; Label Makers & Laminators; Breathing Air Filtration Systems; Static Control Products; Safety Knife Accessories. SEALING: O-Rings; Flanges, Gaskets, & Gasket Materials; Cord Stock; Rotary & Linear Seals; Compression Packing. SECURITY: Locks & Accessories; Secure Facility; Radio Accessories; Law Enforcement; Key Center Components; Tactical Gear; Radios; Asset Monitoring; Warning Alarms. TEST & MEASUREMENT: Precision Measuring Tools; Meters; HVAC Test Instruments; Individual Levels; Meter Accessories; Thermometers; Lumber Crayons & China Markers; Thermal Imagers; Retrieval Tools; Inspection Mirrors; Thermal Imager Accessories; Chalk Refills; Chalk Reels; Level Sets; Measuring Wheels; Water Treatment; Plumb Bobs; Railroad Chalk; Laser Pointers. TOOLS & EQUIPMENT: Hand Tools; Power Tool Accessories; Air Tools & Accessories; Electrical Tools; Layout & Measuring Tools; Cordless Power Tools; Flashlights & Accessories; Corded Power Tools; Clamping & Holdings; Fastener Installation & Repair Tools; Tool Bags & Tool Belts; Repair & Replacement Parts; Powder & Gas Actuated Systems & Accessories; Compressors; Anchor Installation Tools; Hydraulic Tools & Accessories; HVAC Tools; Compressor Accessories. TRAININGS, RESOURCES, & SUSTAINABILITY: Work Literature & Resources; Recycling Programs; Trainings. WELDING: Consumables; Welding Rods & Wire; Welding Gloves; Gas Apparatus; Welding Safety Equipment; Welding Jackets & Capes; Welding Tools & Support Components; Welding & Cutting Machines; Welding Chemicals; Welding Cable & Accessories; Solder Tool Accessories; Welding Helmets; Welding PAPR Helmets; Welding Pants; Soldering; Heat Resistant Sleeves; Welding Goggles & Glasses; Welding Aprons; Welding Coveralls; Welding Face Shields; Solder Tools; Welding Glove Protectors; Welding Bibs; Welding Chaps & Spats; Welding Caps.	

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Facility MRO	(•) Yes ( ) No	In 2021 Fastenal supplied products spanning nearly 1.78 million unique stock-keeping units (SKUs). This includes 115,000+ “standard” part numbers that are well supported throughout our distribution system, along with a vast range of semi-standard and customer-specific items. Available product lines include: Abrasives; Adhesives, Sealants, and Tape; Cutting Tools and Metalworking; Electrical; Electronics and Batteries; Fasteners; Fleet and Automotive; HVAC and Refrigeration; Hardware; Hydraulics; Janitorial and Cleaning; Lighting; Lubricants, Coolants, and Fluids; Machinery; Material Handling, Lifting and Rigging; Motors; Office and Breakroom Supplies; Outdoor Products and Equipment; Packaging and Shipping Products; Paint and Painting Supplies; Plumbing; Pneumatics; Power Transmission; Pumps; Raw Materials; Safety; Security; Test and Measurement; Tools and Equipment; Welding.	*

72	Industrial supplies or building materials	(•) Yes ( ) No	In 2021 Fastenal supplied products spanning nearly 1.78 million unique stock-keeping units (SKUs). This includes 115,000+ “standard” part numbers that are well supported throughout our distribution system, along with a vast range of semi-standard and customer-specific items. Available product lines include: Abrasives; Adhesives, Sealants, and Tape; Cutting Tools and Metalworking; Electrical; Electronics and Batteries; Fasteners; Fleet and Automotive; HVAC and Refrigeration; Hardware; Hydraulics; Janitorial and Cleaning; Lighting; Lubricants, Coolants, and Fluids; Machinery; Material Handling, Lifting and Rigging; Motors; Office and Breakroom Supplies; Outdoor Products and Equipment; Packaging and Shipping Products; Paint and Painting Supplies; Plumbing; Pneumatics; Power Transmission; Pumps; Raw Materials; Safety; Security; Test and Measurement; Tools and Equipment; Welding.	*
73	Electric, mechanical, fluid, or pneumatic power transmission	(•) Yes ( ) No	A necessity in industrial environments, power transmission products enable energy in the form of rotary motion to be transmitted from the source of power generation to the machinery that depends on it. Bearings, sprockets, gears, belts, and related items are essential in the transmission of power.	*
74	Electrical service or lighting	(•) Yes ( ) No	Electrical products are concerned with the safe transmission of electrical energy for use with machines and appliances. Fastenal's electrical offering includes wires, cords, boxes, conduits, receptacles, and more make electrical energy available where needed while helping to prevent accidents. Lighting products illuminate business, home, and facility interiors as well as outdoor areas and temporary work sites. Lamps differ in terms of light output, energy consumption, and other factors, according to their type. Fluorescent, incandescent, LED, metal halide, sodium vapor, and mercury vapor are among the varieties found.	*
75	Plumbing or waterworks	(•) Yes ( ) No	Fastenal's plumbing offering includes fittings, valves and valve accessories, pipe and pipe accessories, hose and hose products, flanges and gaskets, restroom and plumbing fixtures, repair and replacement parts, tools, cleaning equipment and pumps and accessories.	
76	Services related to the offering of the solutions in Lines 71-75 above	(•) Yes ( ) No	Services and resources available through Fastenal include: Supply Solutions (FMI Technology; FASTStock; FASTBin; FASTVend; E-Business; E-Procurement; Onsite; FASTCrib; Integrated Supply; Jobsite Inventory Solutions) Expert Consultants (National Accounts; Engineering Expertise; Construction Solutions; Government; Lean Solutions; Safety Solutions; Metalworking Support; OEM Support; Healthcare Resources) Manufacturing Services (Spensall Precision Machining; Cardinal Fastener High-Integrity Bolting; API 20E Bolting; Holo-Krome Cold-Forming; Metals, Alloys & Material Services) Industrial Services (Weld-to-Length Bandsaw Blades; Hose Fabrication; Hoist Repair & Certification; Custom Chain Sling Fabrication & Inspection; Custom Packaging; Lifting & Rigging Inspection; Special Assemblies; Tool & Cutter Grinding; Calibration & Repair; Tool Repair & Certification; Custom Logo Program) Compliance & Sourcing (Green Resources; Country of Origin Compliance Solutions; Fastenal Brands; Global Sourcing; Supplier Diversity; Blue Lane Freight)	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Pricing.zip - Tuesday September 13, 2022 18:03:11
- Financial Strength and Stability - Financial Strength and Stability_2021 Annual Report.pdf - Monday September 12, 2022 21:42:30
- Marketing Plan/Samples - Marketing Plan_Sourcewell All-Inclusive Linecard.pdf - Tuesday September 13, 2022 18:03:20
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples - Standard Transaction Document Samples.zip - Tuesday September 13, 2022 18:03:31
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Terry Owen, Sr. Executive Vice President, Fastenal Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Facility_MRO_Supplies_RFP_091422 Wed August 24 2022 02:50 PM	☑	1
Addendum_4_Facility_MRO_Supplies_RFP_091422 Wed August 17 2022 02:11 PM	☑	2
Addendum_3_Facility_MRO_Supplies_RFP_091422 Mon August 1 2022 09:35 AM	☑	1
Addendum_2_Facility_MRO_Supplies_RFP_091422 Fri July 29 2022 03:22 PM	☑	2
Addendum_1_Facility_MRO_Supplies_RFP_091422 Thu July 28 2022 04:35 PM	☑	1

Sourcewell RFP091422
Fastenal
Discount Schedule for Catalog Items

Category	Discount
Abrasives	**25%**
Adhesives, Sealants, and Tape	**25%**
Cutting Tools and Metalworking	**25%**
Electrical	**30%**
Electronics and Batteries	**28%**
Fasteners	**57%**
Fleet and Automotive	**25%**
HVAC and Refrigeration	**30%**
Filters	**35%**
Hardware and Building Supplies	**30%**
Hydraulics	**25%**
Janitorial and Cleaning	**30%**
Trash Cans and Liners	**35%**
Wipers, Towels, and Rags	**40%**
Lighting	**30%**
Lubricants, Coolants, and Fluids	**25%**
Machinery	**25%**
Material Handling, Lifting and Rigging	**25%**
Motors	**28%**
Office and Breakroom Supplies	**25%**
Outdoor Products and Equipment	**25%**
Packaging and Shipping Products	**25%**
Paint and Painting Supplies	**25%**
Plumbing	**30%**
Pneumatics	**25%**
Power Transmission	**28%**
Pumps	**25%**
Raw Materials	**25%**
Safety	**30%**
Hand and Arm Protection	**35%**
Sealing	**25%**
Security	**30%**
Test and Measurement	**25%**
Tools and Equipment	**25%**
Corded Power Tools	**23%**
Cordless Power Tools	**23%**
Welding	**25%**



Detail by Entity Name

Foreign Profit Corporation
FASTENAL COMPANY

Filing Information

Document Number	F94000000754
FEI/EIN Number	41-0948415
Date Filed	02/16/1994
State	MN
Status	ACTIVE

Principal Address

2001 THEURER BLVD.
WINONA, MN 55987

Changed: 05/22/2001

Mailing Address

2001 THEURER BLVD.
WINONA, MN 55987

Changed: 01/16/2019

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 12/01/2016

Address Changed: 12/01/2016

Officer/Director Detail

Name & Address

Title President, CEO

Florness, Daniel L.
2001 Theurer Blvd
Winona, MN 55987

Title Director

Eastman, Stephen L.
327 Margaret Circle
Wayzata, MN 55391

Title Director

Quarshie, Irene A.
5070 Zircon Lane N,
Plymouth, MN 55446

Title Director

Wisecup, Reyne K.
39069 Karen Court
Winona, MN 55987

Title Director

Nielson, Sarah
31 Lido Road,
Clear Lake,, IA 50428

Title Director

Sam Hsu, Hsenghung
2032 Summit Avenue,
Saint Pau, MN 55105

Title Director

Ancius, Michael J
151 Coachlite Court
Onalaska, WI 54650

Title Director

Heise, Rita J.
7329 Mariner Drive
Maple Grove, MN 55311

Title Director

Johnson, Daniel L
6951 Highover Drive
Chanhassen, MN 55317

Title Director

Lundquist, Nicholas J
165 Jay Bee Dr,
Winona, MN 55987

Title CFO

Lewis, Holden
2001 Theurer Blvd
Winona, MN 55987

Title Treasurer

Lisowski, Sheryl A
2001 Theurer Blvd
Winona, MN 55987

Title Secretary

Milek, John
2001 Theurer Boulevard
Winona, MN 55987

Annual Reports

Report Year	Filed Date
2023	04/19/2023
2024	03/05/2024
2025	01/22/2025

Document Images

01/22/2025 -- ANNUAL REPORT	View image in PDF format
03/05/2024 -- ANNUAL REPORT	View image in PDF format
04/19/2023 -- ANNUAL REPORT	View image in PDF format
04/23/2022 -- ANNUAL REPORT	View image in PDF format
04/16/2021 -- ANNUAL REPORT	View image in PDF format
06/19/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
02/07/2020 -- ANNUAL REPORT	View image in PDF format
01/16/2019 -- ANNUAL REPORT	View image in PDF format
01/11/2018 -- ANNUAL REPORT	View image in PDF format
04/20/2017 -- ANNUAL REPORT	View image in PDF format
12/01/2016 -- Reg. Agent Change	View image in PDF format
02/29/2016 -- ANNUAL REPORT	View image in PDF format
04/21/2015 -- ANNUAL REPORT	View image in PDF format
02/28/2014 -- ANNUAL REPORT	View image in PDF format
04/30/2013 -- ANNUAL REPORT	View image in PDF format
04/30/2012 -- ANNUAL REPORT	View image in PDF format
04/26/2011 -- ANNUAL REPORT	View image in PDF format
04/29/2010 -- ANNUAL REPORT	View image in PDF format
04/30/2009 -- ANNUAL REPORT	View image in PDF format
11/03/2008 -- Reg. Agent Change	View image in PDF format
01/18/2008 -- ANNUAL REPORT	View image in PDF format
04/11/2007 -- ANNUAL REPORT	View image in PDF format

05/02/2006 -- ANNUAL REPORT	View image in PDF format
04/21/2005 -- ANNUAL REPORT	View image in PDF format
07/15/2004 -- ANNUAL REPORT	View image in PDF format
05/06/2003 -- Reg. Agent Change	View image in PDF format
04/18/2003 -- ANNUAL REPORT	View image in PDF format
04/01/2002 -- ANNUAL REPORT	View image in PDF format
05/22/2001 -- ANNUAL REPORT	View image in PDF format
05/18/2001 -- Reg. Agent Change	View image in PDF format
05/18/2000 -- ANNUAL REPORT	View image in PDF format
05/06/1999 -- ANNUAL REPORT	View image in PDF format
04/14/1998 -- ANNUAL REPORT	View image in PDF format
08/26/1997 -- ANNUAL REPORT	View image in PDF format
04/19/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 2 **FILE NO.:** UTD26-0015 **DATE:** 1/20/2026

SUBJECT: Change Order No. 1 – Vogel Bros. Building Co. – Additional Funds for Land O' Lakes Wastewater Treatment Plant Rehabilitation and Expansion (PCU22-018.00) – $4,200,000.00

REFERENCES: RSQ-KM-23-001, PU23-0021, UTD24-0021

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Adolfo Gonzalez, Utilities Engineering and Contract Management Director

RECOMMENDED BOARD ACTION:

Approve Change Order No. 1 with Vogel Bros. Building Co. (Vogel) for Land O' Lakes Wastewater Treatment Plant Rehabilitation and Expansion project to increase the contract amount by the Not to Exceed (NTE) amount of $4,200,000.00, resulting in the total contract amount of $14,147,644.00 for Fiscal Year (FY) 2026. Authorize the Chairman to execute two originals of Change Order No. 1 provided, and direct Board Records to distribute as outlined in the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

To secure equipment with extended lead times, it is necessary to allocate additional funding to the Land O' Lakes Wastewater Treatment Plant Rehabilitation and Expansion contract with Vogel in the amount of $4,200,000.00. This funding will allow for the early procurement of the electrical switchgear and generators, as well as adding more contingency funding to the contract for future unknowns.

This project represents a long-term commitment to modernizing the Land O' Lakes Wastewater Treatment Plant (WWTP), ensuring it remains a dependable and compliant facility capable of supporting the County's evolving wastewater treatment needs. Rehabilitation and expansion of the existing infrastructure are essential to address aging systems, accommodate future growth, and align with environmental and operational standards. The County is using a Progressive Design Build (PDB) delivery method to manage the project in structured phases, beginning with early-stage design and coordination, followed by permitting and construction. This phased approach enhances risk management, strengthens cost predictability, and improves schedule efficiency.

On April 4, 2023, the Board of County Commissioners (BCC) approved the Evaluation Committee's recommendation to shortlist the Solicitation responses for RSQ-KM-23-001 to the top three firms and authorized negotiations with the top-ranked firm, Vogel, to establish a Progressive Design Build Agreement (PDBA) for the Land O' Lakes Wastewater Treatment Plant Rehabilitation and Expansion project (Project).

On November 14, 2023, the BCC approved the PDBA with Vogel for step one (Project Conceptualization and Planning) and step two (Preliminary Design Build) of the PDBA process for a total NTE amount of $9,947,644.00, which included $2,800,000.00 in allowance for additional services including site ground improvements and early

procurement of critical equipment for the project with long lead times for delivery.

Upon approval of the additional funding of $4,200,000.00, the allowance amount for this contract will be increased from $2,800,000.00 to $7,000,000.00. This allowance shall only be authorized in writing by the County Administrator, Assistant County Administrator (Public Infrastructure), or designee.

The Utilities Engineering and Contract Management Department, with concurrence from the Purchasing Department, requests approval to increase the contract by the NTE amount of $4,200,000.00 for FY 2026, resulting in the total contract amount of $14,147,644.00.

The following table shows the project schedule and estimated budget for the design and construction phases.

Estimated Project Schedule and Budget:

Project Activity	Projected Schedule		Estimated Budget	
	Start	Finish	Fiscal Year	Amount
Design - Phases 1 and 2	Fall 2023	Spring 2026	FY 2026	$14,147,644.00
*Construction - Phase 3	Fall 2026	Fall 2029	TBD	*$120,000,000.00
Total:				$134,147,644.00

*Estimated construction cost (not yet approved) is subject to change and will be determined at a later date.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding in the amount of $4,200,000.00 is budgeted and available in FY 2026 in the Water and Wastewater Capital Fund, Wastewater Connection Fee, Project Number 22035.

DISTRIBUTION:
Board Records to distribute as set forth below:
1. Retain one Original
2. Mail One Original to:
   Mr. Darren Vogel
   Vogel Bros. Building Co.
   2720 Drane Field Rd.
   Lakeland, FL 33811

ATTACHMENT(S):
1. UTD26-0015 Change Order No. 1 (Two Originals)
2. UTD26-0015 Location Map

cc: Carrie C. Roberts, Purchasing Director

PART II

EXHIBIT H

Pasco County, Florida

CHANGE ORDER NO. 1

CONTRACT: Land O' Lakes Wastewater Treatment Plant Rehabilitation and Expansion
(Title)

CONTRACTOR: Vogel Bros. Building Co.

BID NO. RSQ-KM-23-001 TASK (if applicable)

CONTRACT DATE: November 14, 2023

(Circle as applicable)

TIME CHANGE **EXTRA WORK** **CREDIT** **OTHER**

The CONTRACTOR is hereby authorized and directed to make the following changes and modifications to the aforesaid Contract in accordance with all requirements applicable thereto.

DESCRIPTION OF CHANGE:	COST IMPACT	FINAL COMPLETION DAYS
Additional Time & Extra Work:	$4,200,000.00	0

REASON FOR CHANGE: Additional funding is needed for the early procurement of long-lead electrical switchgear and generators. This change order will add additional funding to the Allowance. The Allowance can only be authorized in writing by the County Administrator, Assistant County Administrator, or designee.

The initial Contract Price (Final Total Bid Price) was..... $9,947,644.00

Net change by previous Change Orders..... $ 0

The Contract Price prior to this Change Order was..... $9,947,644.00

The Contract Price will be increased by this Change Order..... $4,200,000.00

The Contract Price including this Change Order..... $14,147,644.00

The Final Completion Milestone prior to this Change Order:..... March 10, 2026

The time for the Final Milestone will be **Extended** by (0) days

The Final Completion Milestone as of this Change Order:..... March 10, 2026

The CONTRACTOR waives any and all claims to additional time extension and/or monetary compensation resulting from these changes and all costs associated with and addressed by this Change Order. Except to the extent expressly modified by this Change Order, the aforesaid Contract and all terms and conditions therein, as amended by all previous Change Orders, is reaffirmed in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, this Change Order No. 1 to the Design Build Agreement dated November 14, 2023 for the Land O' Lakes Wastewater Treatment Plant Rehabilitation and Expansion has been executed by the parties hereto or by their authorized representatives.

ATTEST:

By:_____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

COUNTY: Pasco County, Florida

By:_____
Jack Mariano
Chairman

Date of County Approval:_____

CONTRACTOR:

By:_____
Authorized Signature

VOGEL BROS. BUILDING CO. CORPORATE SEAL MADISON, WISCONSIN

Title: Vice President of Operations

Date: 1-06-2026

CO-2

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA }
} **ss**
COUNTY OF POLK }

The foregoing instrument was acknowledged before me on January 6, 2026, by means of:
[x] **physical presence** or
[ ] **online notarization**
by ***[as applicable, complete one (1) of the four (4) choices below]***:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Darren Vogel, who executed the foregoing instrument as
[Title] Vice President of Operations of
[Corporation or Company Name] Vogel Bros Building Co, a:
[x] **corporation** or
[ ] **limited liability company**
organized under the laws of [State] _____,

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name] _____, Partner (or Agent), on behalf of

[Name of Partnership] _____, a [State] _____ partnership,

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] _____, as attorney in fact for _____.

****

Said person is (check one below):
[x] **Personally known to me**, or
[ ] **Has produced** _____ **as identification**,
on behalf of Vogel Bros. Building Co.
[*Write: Name of Corporation, Company, Partnership, Principal, as applicable*]

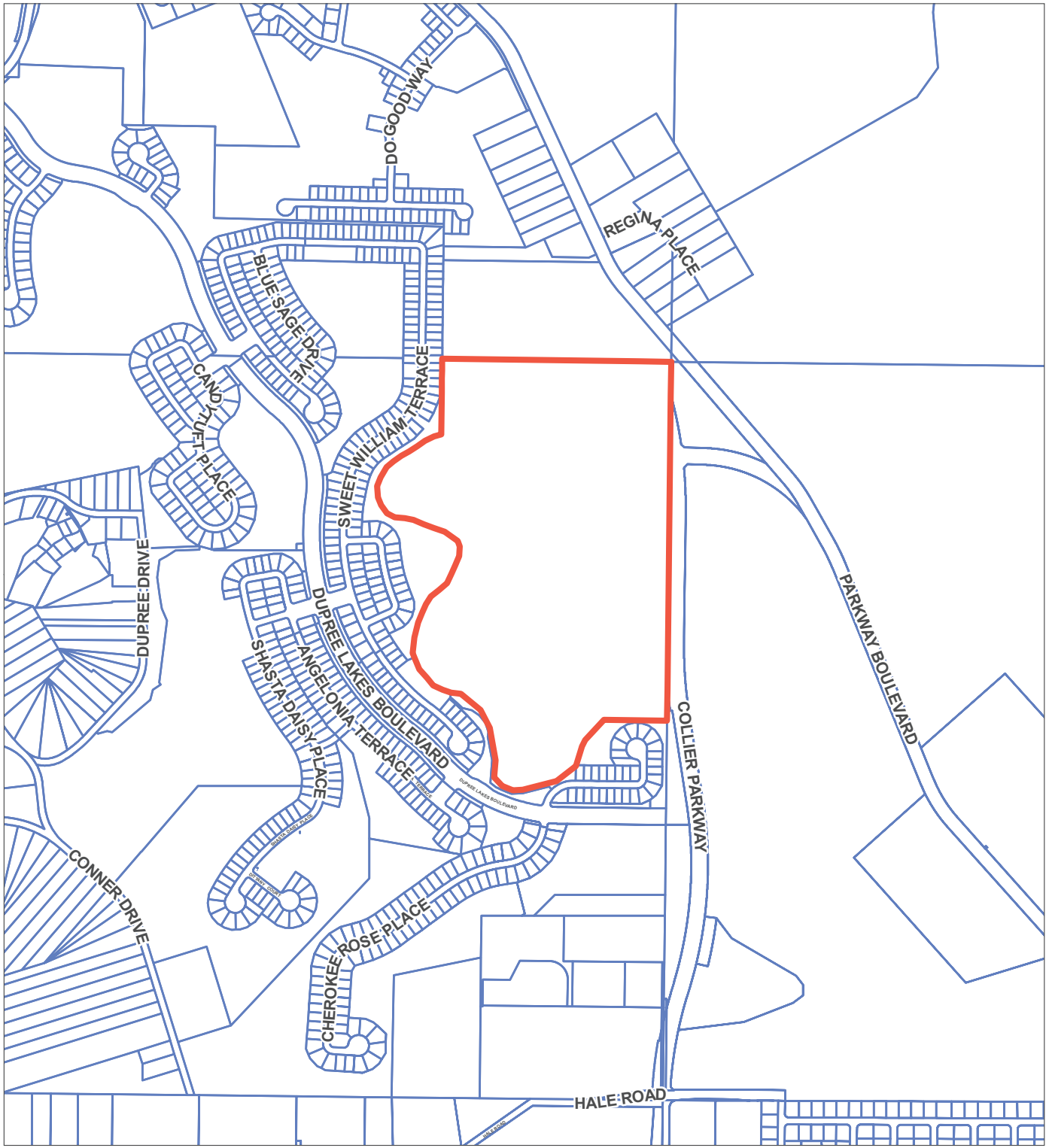
D Leigh Wagner
Signature of person taking acknowledgment

[Notary Stamp or Seal]

D LEIGH WAGNER
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 271826
MY COMMISSION EXPIRES JUN. 25, 2026

D Leigh Wagner
Print Notary's Name
(This line is required to be completed by §117.05, F.S.)

CO-3



UTD26-0015

LAND O' LAKES WWTP REHABILITATION AND EXPANSION

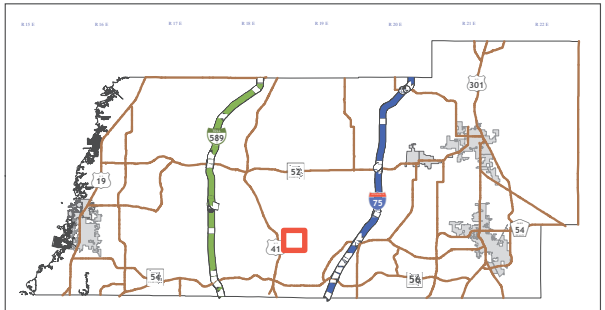
PCU22-018.00

SUBJECT AREA

COMMISSION DISTRICT: 2

0 1,000 2,000

Feet



F:\GIS\PROJECTS\Engineering\Ivan Martinez\UTD230439_Location_Map and Alarm 8/15/2022

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** UTD26-0209 **DATE:** 1/20/2026

SUBJECT: Budget Amendment and Resolution – Fourth Amendment to County Utility Projects Joint Funding Agreement between Pasco County, VOPH Master Development Company, LLC, and Galvin-Harris Land Services, LLC – Ratification of Funding, Villages of Pasadena Hills (VOPH) Water and Wastewater Infrastructure – $240,000.00

REFERENCES: UTD23-0180, UT23-0245, PEG24-0326, UTD25-0085, UTD25-0154

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Adolfo Gonzalez, Utilities Engineering and Contract Management Director

RECOMMENDED BOARD ACTION:

Approve the Fourth Amendment to County Utility Projects Joint Funding Agreement (JFA) between Pasco County, VOPH Master Development Company, LLC, and Galvin-Harris Land Services, LLC (collectively, the Co-Developers), for design and construction services associated with Handcart Road, Tyndall Road, and Curley Road water and wastewater utility infrastructure. Ratify the adjustment of Fiscal Year (FY) 2026 funding from $7,000,000.00 to $7,361,900.00 and FY 2027 funding from $7,000,000.00 to $7,361,900.00, to align with the Capital Improvement Program. Authorize the Chairman to execute the three originals of the agreement provided and direct Board Records to distribute as set forth under the Distribution section below.

Approve Budget Amendment Journal No. 2026 04 13, in the amount of $240,000.00, for FY 2026. Authorize the Chairman to execute the one original Resolution provided; Adopt the Resolution amending the Final Budget for FY 2026, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

The Fourth Amendment will revise the water and wastewater infrastructure budget for the design and construction services associated with the Handcart Road, Tyndall Road, and Curley Road pipelines and booster pump stations described in the Joint Funding Agreement (the "Agreement"). The Agreement is limited to revising the anticipated cost of the County-funded portions of the work, and re-allocating the budget for remaining design and construction. VOPH Master Development Company, LLC is the Constructing Entity for the Handcart Road improvements and Galvin-Harris Land Services, LLC is the Constructing Entity for the Tyndall Road and Curley Road improvements.

On October 25, 2022, the Board of County Commissioners (BCC) approved the Villages of Pasadena Hills (VOPH) Global Funding and Escrow Agreement to provide infrastructure for the VOPH planning area. The Agreement allows Pasco County and the Co-Developers to mutually agree to enter into an agreement to induce the Co-Developers and their designated VOPH Master Planned Unit Development (MPUD) Owner(s) to privately fund, design, permit, and construct designated roadway and utilities infrastructure projects within the VOPH planning area.

On February 21, 2023, the County approved a Joint Funding Agreement (JFA) between Pasco County and the Co-Developers, and a budget amendment in the cumulative Not to Exceed (NTE) amount of $9,057,500.00 for the design and construction of water and wastewater infrastructure along Handcart Road (UTD23-0180). Project costs associated with the Florida Department of Environmental Protection (FDEP) Grant Segment will be paid by the County, with reimbursement from the FDEP up to the $6,500,000.00 grant amount. The remaining costs for the grant segment above the FDEP-funded amount will be paid by the County.

On March 21, 2023, the County approved the reallocation of unspent FY 2022 funds from the FDEP Standard Grant Agreement No. LPA0206 to FY 2023 for design and construction. The BCC also approved a budget amendment in the amount of $341,104.00 for owner's representative services (UT23-0245).

On December 5, 2023, the BCC ratified Amendment No. 1 to Agreement No. LPA0206 Standard Grant Agreement with the FDEP for the design and construction of water and wastewater infrastructure along Handcart Road up to a NTE grant reimbursement amount of $6,500,000.00.

On June 4, 2024, the BCC approved, and the parties executed, the First Amendment to the Agreement designating Galvin-Harris Land Services, the constructing entity, for the additional County funded water infrastructure improvements to be designed and constructed on Tyndall Road in VOPH (PEG24-0326). The recommended approval for this agenda item includes ratifying the Fiscal Impact Statement provided with the Amendment No. 1 memorandum.

On December 10, 2024, the BCC approved, and the parties executed, the Second Amendment to the Agreement to update the final budget for the Handcart Road water and wastewater utilities currently under construction by the constructing entity (UDT25-0085).

On January 28, 2025, the BCC approved the Third Amendment to the Agreement to clarify the rights and obligations of the County and Co-Developers, and to include water infrastructure improvements on Curley Road (UDT25-0154).

The Utilities Engineering & Contract Management Department, requests the ratification of the Fiscal Impact indicated in the First Amendment (PEG24-0326) from $7,000,000.00 to $7,361,900.00 for FY 2026 and $7,000,000.00 to $7,361,900.00 for FY 2027 for the Tyndall Road, and Curley Road water and wastewater utility infrastructure.

Also, Budget amendment Journal No. 2026 04 13, and the associated Resolution will transfer $240,000.00 in FY 2026 from Water and Wastewater Unit Fund reserves to provide funding to the Handcart Road project for the completion of the Booster Pump Station (BPS), Chemical Station, and the Supervisory Control and Data Acquisition (SCADA) network.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Upon approval of Budget Amendment Journal No. 2026 04 13, funding in the amount of $240,000.00 will be budgeted and available in the Water and Wastewater Capital Improvement Projects Fund, Water Connection Fees, Project Number 22043 in FY 2026. Ratification of FY 2026 in the amount $7,361,900.00 is budgeted and available in the Water, Wastewater Capital Fund, Water Connection Fee, Project Number 24025. Funding in the amount of $7,361,900.00 will be requested for FY 2027, contingent upon approval from the BCC of the various budgets.

DISTRIBUTION:

Board Records to distribute as set forth below:

1. Retain One Original Fourth Amendment and One Resolution
2. Mail One Original Fourth Amendment to:
   Wilhelm A. Nunn
   VOPH Master Development Company, LLC
   4065 Crescent Park Drive
   Riverview, Florida 33578
3. Mail One Original Fourth Amendment to:
   Mike Galvin
   Galvin-Harris Land Services, LLC
   121 Snell Isle Boulevard
   St. Petersburg, Florida 33704

ATTACHMENT(S):

1. UTD26-0209 Fourth Amendment to County Utility Projects Joint Funding Agreement (Three Originals)
2. UTD26-0209 Resolution (One Original)
3. UTD26-0209 Joint Funding Agreement Package UTD23-0180
4. UTD26-0209 Budget Amendment & Reallocate Package UT23-0245
5. UTD26-0209 First Amendment Package PEG24-0326
6. UTD26-0209 Second Amendment Package UTD25-0085
7. UTD26-0209 Third Amendment Package UTD25-0154
8. UTD26-0209 Budget Amendment Journal No. 2026 04 13
9. UTD26-0209 Location Map

cc: Carrie C. Roberts, Purchasing Director

FOURTH AMENDMENT TO
COUNTY UTILITY PROJECTS JOINT FUNDING AGREEMENT
VILLAGES OF PASADENA HILLS (VOPH)
WATER AND WASTEWATER INFRASTRUCTURE

THIS FOURTH AMENDMENT TO COUNTY UTILITY PROJECTS JOINT FUNDING AGREEMENT FOR VILLAGES OF PASADENA HILLS (VOPH) WATER AND WASTEWATER INFRASTRUCTURE (the "Fourth Amendment"), is made and entered into between Pasco County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("BCC") (also referred to as the "County"), and VOPH Master Development Company, LLC, a Florida limited liability company ("VOPH Master"), and Galvin-Harris Land Services, LLC, a Florida limited liability company ("Galvin") (VOPH Master and Galvin are also referred to as the "Co-Developers"), with reference to the following facts:

A. On February 21, 2023, the BCC approved and the parties executed that certain County Utilities Projects Joint Funding Agreement for Villages of Pasadena Hills (VOPH) Water and Wastewater Infrastructure (the "Agreement").
B. On June 4, 2024, the BCC approved and the parties executed the First Amendment to the Agreement (together, the "First Amendment").
C. On December 10, 2024, the BCC approved and the parties executed the Second Amendment to the Agreement (together, the original Agreement, the First Amendment and the Second Amendment).
D. On January 28, 2025, the BCC approved and the parties executed the Third Amendment to the Agreement (together, the original Agreement, the First Amendment, the Second Amendment, and the Third Agreement are the "Agreements")
E. The First Amendment defined the budget and allocation of design, permitting, and construction funds for Tyndall Road and Curley Road.
F. Exhibit C and D of the Agreement contemplated a budget for wastewater and water improvements for Handcart Road, and were subsequently modified by the Second Amendment.
G. The County and the Co-Developers mutually have determined that clarification is needed to better allocate the remaining funds for the Handcart Road, Tyndall Road, and Curley Road utility improvements to meet the service commitments pursuant to the Agreements.

Based upon the foregoing recitals, and in consideration for the services to be performed and the funds to be expended by the respective parties, the County and Co-Developers agree as follows:

1. The above recitals are true and correct and are incorporated into this Fourth Amendment.
2. Exhibit C is deleted in its entirety and replaced with the attached Revised Exhibit C.
3. Exhibit D is deleted in its entirety and replaced with the attached Revised Exhibit D.

4. Section E of the First Amendment is deleted in its entirety and replaced with the following:

   The County has budgeted funds allocated for design, permitting, construction, and project management, as needed, for the Tyndall Road and Curley Road (collectively known as the Boyette WTP System Interconnect) as follows: Fiscal Year (FY) 2025 $250,000.00; FY 2026 $7,361,900.00; FY 2027 $7,361,900.00 (respectively for each FY, the "Budget Constraint").

5. The terms, covenants, and conditions set forth in the Agreement, except as specifically amended herein, are hereby ratified, approved, and confirmed in their entirety.

6. If there is any conflict between the terms and conditions of the Agreement and the terms and conditions of this Second Amendment, this Fourth Amendment shall prevail.

7. The Parties intend for the Agreement, the First Amendment, Second Amendment, Third Amendment, and this Fourth Amendment to be hereinafter considered and interpreted together as a single contract between the parties and that the capitalized terms of the Agreement not otherwise defined herein shall have the same meaning as defined in the Agreement.

[SIGNATURE PAGES FOLLOW]

Wherefore, the parties have executed this Fourth Amendment effective as of the date approved by the BCC, below.

Board of County Commissioners of Pasco County, Florida

(SEAL)

By: _____
Jack Mariano, Chairman

ATTEST: Date: _____

_____
Nikki Alvarez Sowles, Esq.
Pasco County Clerk & Comptroller

For: VOPH Master Development Company, LLC

By: _____

Print: MARK MATHENY

Title: Manager and president

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} **ss**
COUNTY OF Hillsborough }

The foregoing instrument was acknowledged before me on December, 20 25, by means of:

[X] **physical presence or** [ ] **online notarization by** [Name] Mark Mathany,

who executed the foregoing instrument as [Title] Manager and President of

[Corporation or Company Name] VOPH Master Development Company, LLC a [ ] **corporation**

or [X] **limited liability company** organized under the laws of [State] Florida, said

person is (check one below): [X] **Personally known to me,** or [ ] **Has produced** _____

_____ **as identification.**

. Notary Public State of Florida
Pierce Skidmore
My Commission HH 722907
Expires 10/9/2029

[Notary Stamp or Seal]

_____
Signature of person taking acknowledgment

Pierce Skidmore
Print Notary's Name

(This line is required to be completed by §117.05, F.S.)

For: Galvin-Harris Land Services, LLC

By: _____

Print: Mike GALVIN

Title: MANAGER

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} **ss**
COUNTY OF Pinellas }

The foregoing instrument was acknowledged before me on December 22nd, 2025, by means of:

[✓] **physical presence or** [____] **online notarization by** [Name] Mike Galvin,

who executed the foregoing instrument as [Title] Manager of

[Corporation or Company Name] Galvin-Harris Land Services LLC a [____] **corporation or**

[✓] **limited liability company** organized under the laws of [State] Florida, said person

is (check one below): [✓] **Personally known to me,** or [____] **Has produced** _____

_____ **as identification.**

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

Alex Gross
Print Notary's Name

Alex Gross
Notary Public, State of Florida
Commission No. HH 395903
My Commission Expires: 05/08/27

(This line is required to be completed by §117.05, F.S.)

Exhibit C

To Fourth Amendment to County Utility Projects
Joint Funding Agreement

Revised Final Wastewater Budget – Handcart Road

Segment	Total
County/DEP Grant Segment Allocation	$4,414,193.76
Co-Developer Segment Allocation	$1,000,000.00
Total Project	**$5,414,193.76**

Exhibit D

To Fourth Amendment to County Utility Projects
Joint Funding Agreement

Revised Final Water Budget – Handcart Road

Segment	Total
County/DEP Grant Segment Allocation	$11,856,100.76
Co-Developer Segment Allocation	$1,300,000.00
Total Project	**$13,156,100.76**

BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO. _____**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, AMENDING THE FINAL BUDGET FOR FISCAL YEAR 2026; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 129.06(2), Florida Statutes provides legal authority and defines how a budget may be amended for that year, and may within the first 60 days of a fiscal year amend the budget for the prior fiscal year; and,

WHEREAS, pursuant to Section 129.06(2)(c), Florida Statutes, the reserve for future construction and improvements may be appropriated by resolution of the board for the purposes for which the reserve was made; and,

WHEREAS, pursuant to Section 129.06(2)(e), Florida Statutes, increased receipts for enterprise or proprietary funds received for a particular purpose may, by resolution of the board spread on its minutes, be appropriated and expended for that purpose, in addition to the appropriations and expenditures provided for in the budget. The resolution may amend the budget to transfer revenue between funds to properly account for increased receipts.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, that:

1. The Fiscal Year 2026 Final Budget be amended.
2. The Water & Wastewater Unit Fund appropriates reserves in the amount of $240,000.00 and transfers those funds to the Water & Wastewater Capital Improvement Projects Fund.

3. Revenues and expenses are increased in the amount of $240,000.00 within the Water and Wastewater Capital Improvement Projects Fund for funding the Handcart Road Water and Wastewater Distribution project which requires the completion of the Booster Pump Station, Chemical Station, and SCADA.

4. This resolution will take effect immediately upon its adoption.

DULY ADOPTED with a quorum present and voting this _____ day of _____, 2026.

(SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

_____
NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

_____
JACK MARIANO, CHAIRMAN

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** UTD23-0180 **DATE:** 2/21/2023

SUBJECT: Joint Funding Agreement and Budget Amendment Journal No. 1962 - Pasco County, VOPH Master Development Company, LLC, and Galvin Land Services, LLC – $2,557,500.00

REFERENCES: UTD22-0012, PDD23-0005

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: David Allen, Utilities Director

RECOMMENDED BOARD ACTION:

Approve the Joint Funding Agreement between Pasco County, VOPH Master Development Company, LLC, and Galvin Land Services, LLC (collectively referred to as the "VOPH Developers") for the design and construction of water and wastewater infrastructure along Handcart Road. Authorize the Chairman to execute the three originals of the agreement provided and direct Board Records to distribute as set forth under the Distribution section below.

Approve Budget Amendment Journal No. 1962 in the amount of $2,557,500.00.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On October 26, 2021, the County entered into a grant agreement with the Florida Department of Environmental Protection (FDEP) to construct water and wastewater infrastructure improvements along a portion of Handcart Road. The project's purpose is to stimulate economic growth in the area of Pasadena Hills. The grant amount is $6,500,000.00 to fund a portion of the total anticipated cost of the improvements.

On October 25, 2022, the County approved the Villages of Pasadena Hills (VOPH) Global Funding and Escrow Agreement to provide roadway and utility infrastructure inside the VOPH Special Planning Area. The agreement also designated the VOPH Developers as the constructing entity for the Handcart Road utility infrastructure described in the FDEP Grant. The Global Funding Agreement included a provision for a supplemental joint funding agreement, which is the subject of this request, to allocate any excess costs beyond the $6,500,000.00 FDEP Grant.

The Joint Funding Agreement describes and allocates the project design, permitting, and construction costs for water and wastewater infrastructure on Handcart Road from Old Bridge Road to Prospect Road in two segments: the FDEP Grant Segment and the VOPH Developer Segment. Project costs associated with the Grant Segment will be paid by the County, with reimbursement from the FDEP up to the $6,500,000.00 grant amount. The total anticipated construction costs of the water and wastewater infrastructure in the FDEP Grant Segment is $8,457,500.00. The cost differential between the FDEP grant construction allocation of $5,900,000.00 and the total Grant Segment cost is $2,557,500.00.

Costs associated with the VOPH Developers Segment totaling $1,450,000.00 will be funded by the VOPH Developers.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding in the amount of $2,557,500.00 will be available for Fiscal Year 2023 upon approval of Budget Amendment Journal No. 1962 in the Water and Wastewater Capital Fund, Water and Wastewater Connection Fees, Handcart Road Water/Wastewater Distribution, Project #22043.

DISTRIBUTION:

Board Records to distribute as set forth below:

1. Retain One Original
2. Electronically to:
   a. Joel Tew, President, Hedgehog Development, at jtew@hedgehogdevelopment.us
   b. Justin Grant, Director, Public Infrastructure and Business Administration Department, at jgrant@pascocountyfl.net
   c. Ernest Monaco, Manager of Special Districts, Planning and Development Department, at emonaco@pascountyfl.net
3. Mail One Original to:
   Mark Metheney
   VOPH Master Development Corporation
   4065 Crescent Park Drive
   Riverview, Florida 33578
4. Mail One Original to:
   Mike Galvin
   Galvin Land Services
   121 Snell Isle Boulevard
   St. Petersburg, Florida 33704

ATTACHMENT(S):

1. UTD23-0180 VOPH Joint Funding Agreement (Three Originals)
2. UTD23-0180 Budget Amendment Journal No. 1962
3. UTD23-0180 Memorandum UTD22-0012
4. UTD23-0180 Memorandum PDD23-0005
5. UTD23-0180 Location Map

cc: Carrie Roberts, Purchasing Director

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

February 24, 2023

Mark Metheney
VOPH Master Development Corporation
4065 Crescent Park Drive
Riverview, Florida 33578

RE: Handcart Road Water and Wastewater Infrastructure
C38 UTD23-0180

Dear Sir/Madam:

At the Pasco County Board of County Commissioners meeting of February 21, 2023, the above mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Agenda", click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Jessica L Popplewell
Records Clerk I, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

P.O. Box 338
New Port Richey, FL 34656-0338

(727) 847-8199
www.pascoclerk.com

38053 Live Oak Ave
Dade City, FL 33523-3805

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

February 24, 2023

Mike Galvin
Galvin Land Services
121 Snell Isle Boulevard
St. Petersburg, Florida 33704

RE: Handcart Road Water and Wastewater Infrastructure
C38 UTD23-0180

Dear Sir/Madam:

At the Pasco County Board of County Commissioners meeting of February 21, 2023, the above mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Agenda", click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Jessica L Popplewell

Jessica L Popplewell
Records Clerk I, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

P.O. Box 338
New Port Richey, FL 34656-0338

(727) 847-8199
www.pascoclerk.com

38053 Live Oak Ave
Dade City, FL 33523-3805

Popplewell, Jessica

From: Popplewell, Jessica
Sent: Friday, February 24, 2023 8:15 AM
To: 'jtew@hedgehogdevelopment.us'
Cc: Justin G. Grant (jgrant@pascocountyfl.net); Ernest D. Monaco (emonaco@pascocountyfl.net); Schmidt, Donalee; Egbert, Shannon
Subject: BCC 02-21-2023 - C38 UTD23-0180 - Handcart Road Water and Wastewater Infrastructure
Attachments: BCC 02-21-2023 - C38 UTD23-0180 - Agreement.pdf

Good morning,

At the Pasco County Board of County Commissioners meeting of February 21, 2023, the above mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Agenda", click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

PLEASE REPLY TO ALL

Jessica L Popplewell
Records Clerk I
Deputy Clerk
Board Records Division

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller
East Pasco Government Center
14236 6th Street, Suite 201
Dade City, Fl 33525
(352) 521-4274 ext. 4340
jpopplewell@pascoclerk.com

#ServeAndConnect

COUNTY UTILITY PROJECTS JOINT FUNDING AGREEMENT
VILLAGES OF PASADENA HILLS (VOPH)
WATER AND WASTEWATER INFRASTRUCTURE

THIS AGREEMENT, is made and entered into by and between Pasco County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("BCC"), hereinafter referred to as the "County", whose address is 19420 Central Blvd., Land O'Lakes, Florida 34637, and VOPH Master Development Company, LLC, a Florida limited liability company ("VOPH Master"), whose address is 4065 Crescent Park Drive, Riverview, FL 33578, and Galvin Land Services, LLC, a Florida limited liability company ("Galvin"), whose address is 121 Snell Isle Blvd., St. Petersburg, FL 33704 (VOPH Master and Galvin also are referred to herein as the "Co-Developers" and each may be referred to herein as a "Developer" where the context requires), and is joined in by the individual MPUD applicant entities identified herein, their successors and assigns, as third-party beneficiaries only (individually a "VOPH-MPUD Owner" or jointly the "VOPH-MPUD Owners").

W I T N E S S E T H:

WHEREAS, pursuant to the VOPH Financial Plan as previously amended and adopted by the BCC, the County and the Co-Developers (or their respective VOPH-MPUD Owners) are responsible for funding and constructing their respective portions of the master utility infrastructure improvements required to support new development within the Villages of Pasadena Hills Special Planning Area ("VOPH"); and

WHEREAS, the County previously entered into a Standard Grant Agreement (LPA 0206) with the State of Florida Department of Environmental Protection (DEP) for "Pasco County Handcart Road Water and Wastewater" (the "DEP Grant Agreement"), which addresses a portion of the required VOPH master utility improvements necessary to implement the VOPH Financial Plan; and

WHEREAS, the DEP Grant Agreement provides for County reimbursement up to the amount $6,500,000.00 from the State of Florida ("VOPH State Funding") for the two (2) County Utility Projects identified in Sections 5.a (i) and 5.a.(ii) of the October 25, 2022 Funding & Escrow Agreement For Roadways & Utilities Capital Infrastructure Villages Of Pasadena Hills (VOPH) Designated VOPH-MPUD Projects ("VOPH Funding and Escrow Agreement"); and

WHEREAS, as contemplated by the VOPH Funding & Escrow Agreement, dated October 25, 2022, the County and the Co-Developers have mutually analyzed and determined the scope of VOPH master utility improvements necessary to support the initial phases of development within VOPH which are addressed in the VOPH Funding and Escrow Agreement, including, among others, the portion addressed in the DEP Grant agreement; and

WHEREAS, the County and the Co-Developers desire to memorialize the scope of VOPH master utility infrastructure required to support certain initial phases of development within VOPH, to implement the DEP Grant Agreement with respect to the County Utility Projects as identified in the VOPH Funding and Escrow Agreement, and to implement the pre-existing requirements of the adopted VOPH Financial Plan, and amended on October 25, 2022, with respect to the allocation of costs for the required VOPH master utilities infrastructure.

NOW THEREFORE, the County and the Co-Developers, in consideration of the mutual terms, covenants, and conditions set forth herein and above, which are hereby incorporated by reference, agree as follows:

1. **VOPH Master Utility Plan Update**. The initial sizing and scope for future VOPH water and wastewater system components was based on a Master Utility Plan ("MUP") developed by the County and dated April 2020 as set forth in Exhibit A, attached hereto and incorporated by reference. Subsequent VOPH master utilities planning, and preliminary design work (as referenced below) has established that the adopted MUP should be updated and modified due to system capacity and pressure limitations, in order to provide water and sewer service to VOPH as contemplated by the DEP Grant Agreement, the MUP, the adopted VOPH Financial Plan, and this Agreement (see Section 7(k), below).

2. **Handcart Road Segment Plan Scope; DEP Grant Compliance.** The County agrees that a single, consolidated plan set, which includes both County-funded and developer-funded segments, is acceptable for the Handcart Road water and wastewater facilities from the existing terminus at Old Bridge Road north to Prospect Road (the "Handcart Road Segment"). However, to enable the County to meet the requirements for its DEP Grant Agreement, the Co-Developers shall insure that the accepted proposals, bids, and contracts for the design, permitting and construction costs for the Handcart Road Segment shall be segregated to document the costs attributable to the segment graphically identified in the DEP Grant agreement, Attachment 3, page 3, for DEP audit compliance purposes (the "DEP Grant Segment"). The County agrees to

prioritize the review for the consolidated water and sewer Handcart Road plans and that the plan review and approval process for the Handcart Road Segment will proceed prior to the County's update to its MUP pursuant to Section 7(k) below, to meet the time deadlines imposed by the DEP Grant Agreement. In addition, the County will be the responsible party to seek any necessary extension from the State of Florida for the completion and reimbursement deadlines set forth in the DEP Grant Agreement; provided, however, that both the County and the Co-Developers agree to act in good faith and to exercise commercial reasonableness to meet the current DEP Grant agreement deadlines. The Handcart Road Segment with separate identification of the DEP Grant Segment thereof (including the BPS Site) and the Co-Developer Segment thereof are graphically depicted on Exhibit B attached hereto.

3. **Handcart Road Segment Plan Details; MRP Compliance.** To meet the deadlines set forth in the DEP Grant Agreement, the parties agree that existing right-of-way should be utilized for the master utilities within the Handcart Road Segment to the maximum extent feasible. However, the utility plans also shall account for the potential future buildout of the Handcart Road travel lanes pursuant to the adopted VOPH Master Roadway Plan ("MRP"). Accordingly, the utility plans for the Handcart Road Segment shall provide for utility line locations outside (i) current roadway travel lanes and (ii) the future roadway travel lane pavement at ultimate buildout per the VOPH MRP, unless otherwise approved by the County, which such approval will be conditioned on the Co-Developers agreement to fund any future utility relocation of lines placed under future travel lane pavement; however, future landscape areas outside the edge of future travel lane pavement, provided no existing trees are retained or future trees are installed within five feet (5') of any utility line, and MRP areas designated for future sidewalks or trails may be used for the utility facilities subject to County approval, which shall not be unreasonably withheld where necessary to avoid new right-of-way or easement acquisition, and subject to providing the minimum separation between each utility line required by State and County standards.

4. **Wastewater Plan Scope and Implementation.**

a. **Handcart Road Segment Capacity, Line Sizes and Appurtenances.** The County has approved the following wastewater transmission line sizes for the Handcart Road Segment: (i) 16" force main from Old Bridge Road north to Kiefer Road and (ii) 12" force main from Kiefer Road north to Prospect Road. The current MUP does not contemplate any regional or master booster/lift stations in the wastewater

transmission line for the Handcart Road Segment; accordingly, each VOPH-MPUD shall be required to design and construct its internal subdivision lift station(s) to create sufficient pressure flow in the wastewater transmission lines. However, the County in its discretion and at its own expense may elect to provide regional supplemental booster pump(s) for the Handcart Road Segment related to its future VOPH service needs beyond the service requirements for the Designated VOPH-MPUD's as set forth in the VOPH Funding and Escrow Agreement. The Co-Developer's consulting engineer has confirmed that the foregoing wastewater transmission line capacity for the Handcart Road Segment will service approximately 8,000 residential units, which is beyond the minimum 6,000 residential unit capacity specified in the VOPH Funding & Escrow Agreement.

b. **Handcart Road Segment Cost Allocations.** The parties agree to allocate the costs for design, permit and construction of wastewater transmission line facilities within the Handcart Road Segment, as follows:

(i) Based on commitments made incident to the DEP Grant Agreement, the County shall fully fund the design, permit, and construction costs for the wastewater transmission line within the DEP Grant Segment (approximately 13,700 lineal feet), subject to the County's exclusive right to reimbursement to the maximum extent authorized by the DEP Grant Agreement. The Co-Developers or their designee shall serve as the Constructing Entity for the County for the wastewater facilities within the Handcart Road Segment, including implementation of the procurement and document submittal procedures required for the County to meet the reimbursement and audit compliance requirements of the DEP Grant Agreement, as previously specified in the VOPH Funding and Escrow Agreement; and

(ii) The Co-Developers (or their designee) shall fully fund the design, permit, and construction costs for the remainder of the Handcart Road Segment from the terminus of the DEP Grant Segment north to Prospect Road (approximately 2,900 lineal feet), subject to their right to receive VOPH utility surcharge fee credits pursuant to the VOPH Financial Plan and the VOPH Funding and Escrow Agreement.

c. Preliminary Budget for Handcart Road Segment. The preliminary wastewater budget for the Handcart Road Segment, allocated between the County and the Co-Developers pursuant to Section 4(b), above, is attached hereto as Exhibit C, which preliminary budget remains subject to the final contract amounts for the respective segments.

d. **Southeast Wastewater Treatment Plant (SE WWTP) Capacity Upgrade; Potential Wesley Center WWTP System Interconnect**. Notwithstanding the transmission line service capacity created by the Handcart Road Segment as set forth in Section 4(a) above, the County's Southeast Wastewater Treatment Plant ("SE WWTP") only has the current capacity to provide service for the initial 2,000 residential units within the Designated VOPH-MPUD's (versus the 6,000 residential units required by the VOPH Global Funding and Escrow Agreement). However, the County has executed the contract for and has a current expansion/upgrade in process for the SE WWTP, which upon completion by the County (currently anticipated by December 31, 2025) will provide wastewater treatment capacity via the Handcart Road Segment beyond the 6,000 residential units required for the Designated VOPH-MPUD's pursuant to the VOPH Funding and Escrow Agreement and will meet the 9,000 residential units (and more) specified in the DEP Grant application. Consequently, there is no present need for any westward interconnect to the Wesley Center WWTP, subject to confirmation in the planned update to the MUP, to meet the capacity requirements for the VOPH Funding and Escrow Agreement or the DEP Grant Agreement. However, the County may in its discretion and at its own expense (or at the expense of future development projects who are not a party to the current VOPH Funding and Escrow Agreement) elect to fund additional improvements to the wastewater collection system or wastewater treatment plant(s) to meet future needs.

e. **Wastewater Phasing Plan.** Based upon the foregoing, the County and the Co-Developers agree that the wastewater phasing plan pursuant to the VOPH Funding and Escrow Agreement shall be: Phase 1 for the initial 2,000 residential units within the Designated VOPH-MPUD's which presently can be serviced from the SE WWTP via the Handcart Road Segment (once the transmission line is constructed under this Agreement); and Phase 2 for the additional 4,000 residential units to achieve the total 6,000 residential units required by the VOPH Funding and Escrow Agreement which can be serviced from the Handcart Road Segment upon completion of the SE WWTP capacity expansion (also recognizing that the SE WWTP upgrade/expansion (see Section 4.d., above) then will provide service beyond the aggregate 9,000 residential units contemplated by the DEP Grant application to serve additional VOPH density and other density within the service area for the SE WWTP).

5. **Water Plan Scope and Implementation.**

a. **Handcart Road Segment Capacity, Line size and Appurtenances**. The County has approved a 16" potable water transmission line for the Handcart Road Segment. However, due to (i) the substantial topographical elevation increases along Handcart Road north to Prospect Road and (ii) the limited capacity and pressure currently available at the County's Southeast Water Treatment Plant ("SE WTP"), a 2,000-gallon per minute (gpm) water booster pump station ("BPS") also is required for the County to provide service via the Handcart Road Segment pursuant to the DEP Grant Agreement and/or the VOPH Funding and Escrow Agreement. The Co-Developers' consulting engineer has confirmed that the foregoing transmission line capacity together with the BPS would be sufficient to provide service via the Handcart Road Segment for the 6,000 residential units required by the VOPH Funding and Escrow Agreement (and the 9,000 units contemplated by the DEP Grant application) if the SE WTP had sufficient capacity/pressure; however, the SE WTP presently has sufficient capacity/pressure only to serve the first 2,000 residential units pursuant to the VOPH Funding and Escrow Agreement.

b. **Handcart Road Segment Cost Allocations**. The parties agree to allocate the costs for design, permit and construction of potable water transmission line facilities within the Handcard Road Segment, as follows:

(i) Based on commitments made incident to the DEP Grant Agreement, the County shall fully fund the design, permit and construction costs for the potable water transmission line within the DEP Grant Segment (approximately 12,100 lineal feet). The County's funding obligation shall include a BPS which is necessary to provide the service for the DEP Grant Segment and falls within the "transmission infrastructure (e.g., booster pump stations, storage, diversion components, and interconnects)" facility category which is the County's funding responsibility pursuant to the VOPH Financial Plan. The County's funding obligation for the DEP Grant Segment (including both the transmission line and the BPS) is subject to the County's exclusive right to reimbursement to the maximum extent authorized by the DEP Grant Agreement. The Co-Developers or their designee shall serve as the Constructing Entity for the County for the potable water transmission line and BPS within the Handcart Road Segment, including implementation of the procurement and document submittal procedures required for

the County to meet the reimbursement and audit compliance requirements of the DEP Grant agreement, as previously specified in the VOPH funding and Escrow Agreement; and

(ii) The Co-Developers (or their designee) shall fully fund the design, permit and construction costs for the remainder of the water transmission line within the Handcart Road Segment from the terminus of the DEP Grant Segment north to Prospect Road (approximately 2,900 lineal feet), subject to their right to receive VOPH utility surcharge fee credits pursuant to the VOPH Financial Plan and the VOPH funding and Escrow Agreement.

c. Preliminary Budget for Handcart Road Segment. The preliminary budget for the water transmission line and BPS within the Handcart Road Segment, allocated between the County and the Co-Developers pursuant to Section 5(b) above, is attached hereto as Exhibit D. This preliminary budget remains subject to the final contract amounts for the respective segments.

d. Water Booster Pump Station (BPS) Parcel Site. The Co-Developers have facilitated the provision of a parcel of land which presently is owned by the Pasco County School District ("School District"), to serve as the site for the County's BPS referenced in Section 5(a) and 5(b), above. The School District has agreed to convey the BPS Site, which is identified on Exhibit B hereto, at no cost to the County for exclusive use for the BPS site. The County shall make direct arrangements with the School District for conveyance of the BPS site to the County within 90 days after the date of this Agreement.

e. Potential Boyette WTP System Interconnect. As stated in Section 5(a) above, the SE WTP presently has capacity to serve up to 2,000 residential units within the Designated VOPH MPUD's via the Handcart Road Segment (once the transmission line with BPS is constructed). Consequently, in order to provide treatment plant capacity and sufficient water pressure to serve up to 6,000 residential units within the Designated VOPH-MPUD's pursuant to the VOPH Funding and Escrow Agreement (and to serve the 9,000 units contemplated by the DEP Grant application), the County may implement a capacity expansion/upgrade to the SE WTP, provide additional capacity from its Boyette Water Treatment Plant ("Boyette WTP"), or improvements to other water transmission infrastructure. In any event, the SE WTP capacity expansion/upgrade, the additional capacity from Boyette WTP, or other water "transmission infrastructure (booster pump stations, storage, diversion components, and interconnects)" and/or "treatment plant capacity" is the County's responsibility to fund pursuant to the VOPH Financial Plan. The County's previous MUP contemplated that sufficient potable water

service could be provided from the Pasco One Well, the SE WTP via the Handcart Road Segment and a transmission main westward to the Boyette WTP for the build-out condition. However, the Co-Developers' consulting engineer and the County have agreed that the County cannot provide the required water capacity and fire suppression service (beyond the first 2,000 residential units) without additional transmission mains which provides a "loop system" between the SE WTP and the Boyette WTP. Consequently, the County's MUP update pursuant to Section 7(k) below shall include the following alternative routes for such system "looping" to the Boyette WTP:

(i) From the existing water transmission line terminus in Curley Road via Prospect Road to Handcart Road (the "Prospect Water Line Route");

(ii) From the existing water transmission line terminus in Curley Road via future Kiefer Road to Handcart Road (the "Kiefer Water Line Route"); and

(iii) From the existing water transmission line terminus in Curley Road via future Tyndall Road to Handcart Road (the "Tyndall Water Line Route").

The County agrees that its MUP update shall authorize any of the foregoing routes, or other approved combination of water main alignments that meet intended system design requirements, as an acceptable alternative to achieve the required water transmission main interconnect to the Boyette WTP, so that the cost feasibility, timing, and VOPH capacity increase can be determined for each alternative route. In any event, the County also reserves the right to require appropriate third-party participation from other development projects not included within the VOPH Funding and Escrow Agreement, in the construction of additional water transmission lines, BPS, and other appurtenances. The Co-Developers agree to provide the alternative route analysis (including right-of-way requirements), cost feasibility, and capacity enhancement analysis through its consulting engineer for County review, and the County agrees to award VOPH utility surcharge fee credits to the Co-Developers for the engineering costs incurred for such system design engineering analysis.

f. **Water Phasing Plan.** Based on the foregoing, the County and the Co-Developers agree that the water phasing plan pursuant to the VOPH Funding and Escrow Agreement shall be: Phase 1 for the initial 2,000 residential units within the Designated VOPH-MPUD's which can be serviced from the SE WTP via the Handcart Road Segment (once the Handcart Road Segment transmission line with BPS is constructed

pursuant to this Agreement); and Phase 2 for the additional 4,000 residential units to achieve the total 6,000 residential units required by the VOPH Funding and Escrow Agreement (and the 9,000 residential units contemplated by the DEP Grant application) which also can be serviced from the Handcart Road Segment upon a subsequent expansion/upgrade of the SE WTP, and/or the construction of the system interconnect to the Boyette WTP by the County, and/or the construction of a system interconnect with the Pasco One Well, as set forth above. The County agrees to act in good faith and with commercial reasonableness to provide the required water capacity and/or system interconnect to serve Phase 2 by December 31, 2027.

6. **Administration of DEP Grant Agreement**. As set forth in the VOPH Funding and Escrow Agreement, the Co-Developers (or their designee) shall be the Constructing Party for the County with respect to the Handcart Road Segment, including the DEP Grant Segment portion thereof. With respect to the administration of the DEP Grant Agreement, the parties agree as follows:

a. The DEP Grant Agreement does not allow reimbursement to the County for the cost of any right-of-way acquisition. Consequently, the Co-Developers shall dedicate (where its Designated VOPH-MPUD's own or control the land) or otherwise negotiate for the purchase of any third-party right-of-way required for the Handcart Road Segment per the approved plans; provided, however, that (i) as stated in Section 3 above, the existing right-of-way for Handcart Road shall be used wherever feasible, (ii) pursuant to the VOPH Enabling Documents, the County will pursue condemnation by quick-taking if private third-party purchase is not available within a reasonable time or at a reasonable cost (and subject to funding of all such condemnation costs by the Co-Developers), and (iii) the co-Developers shall receive VOPH Transportation Development Fee Credits for all sums spent in the third-party purchase or condemnation process for such right-of-way acquisition, subject to County pre-approval of such costs, which approval shall not be unreasonably withheld and shall be provided if such costs are within the VOPH Financial Plan budget for right-of-way costs.

b. The Co-Developers' and the County's rights and obligations as set forth in this Agreement shall terminate if the Co-Developers have not issued the Notice to Proceed with construction of the DEP Grant Segment to the approved contractor by September 1, 2023, as required in this Agreement; provided, however, that the County shall have approved the utility plans for the DEP Segment by not later than April 15, 2023, or within thirty (30) calendar days after the submittal of a complete set of construction documents deemed

complete and ready for approval by the County, whichever occurs last. Upon termination, the Co-Developers' and the County's rights and obligation as set forth in this Agreement shall terminate unless such date is extended in writing by the County Administrator and the Co-Developers; provided, however, that the County will agree to requested extensions which are consistent with any extension which may be approved by the State of Florida for the DEP Grant Agreement. Once the Notice to Proceed has been issued, the work to complete the DEP Segment shall be carried forward to completion to the satisfaction of the County, in a diligent manner.

c. The Co-Developers (or their designee) shall initially fund each construction draw for the DEP Segment pursuant to the contract draw schedule approved by the Co-Developers and the County, and the County shall reimburse the Co-Developers (or their designee as applicable) within 45 days after receipt of proof of each construction draw payment, together with the required supporting documents. The Co-Developers shall provide all documentation required by and in compliance with the DEP Grant Agreement, attached hereto as Exhibit E and incorporated by reference.

d. The engineering plans, survey and permit costs, not to exceed the amount of $265,000 incurred by the Co-Developers prior to approval of this Agreement and at the request of the County for the DEP Grant Segment, shall be reimbursed by the County to the Co-Developers within 45 days after the approval of the utility plans by the County for the DEP Grant Segment and submittal by the Co-Developers to the County of all documentation required by the County for such engineering and permit cost verification. All design, permit and construction costs, and award of fee credits, for work to be performed by the Co-Developers under this Agreement, other than the costs related to the DEP Grant Segment (above), shall be governed by the VOPH Funding and Escrow Agreement.

e. The County shall be responsible to submit its request to DEP for reimbursement pursuant to the DEP Grant Agreement; however, the Co-Developers shall provide the required documentation to the County for such DEP submittal, including evidence of payment of all costs by the County pursuant to Section 6 (c) above.

f. Prior to beginning work on the DEP Grant Segment, Co-Developers shall have complied with the competitive bidding requirements of the County, DEP Grant Agreement and Florida Statutes.

7. **Miscellaneous**.

a. Within each Designated VOPH-MPUD, the VOPH-MPUD Owners will reserve, or otherwise obtain, all necessary easement and permits, construct and install all internal subdivision lines (which shall mean all lines and related equipment and facilities) necessary to provide the development with potable water and sanitary sewer service as provided for in a County-approved Master Utility Plan, and will bear all costs and expenses thereof, including engineering fees, legal fees, labor, and materials; provided, however, that any main transmission lines now or hereafter identified on the VOPH MUP and which traverse through a Designated VOPH-MPUD shall qualify for VOPH utility surcharge fee credits pursuant to the VOPH-FP. Installation of lines within the subdivision shall not be commenced until plans and specifications therefore have been submitted to and approved, in writing, by the County and other appropriate agencies having jurisdiction.

b. The VOPH-MPUD Owners shall construct and install all lines necessary to tie into the County's existing and future water and wastewater facilities (including the Handcart Road Segment pursuant to this Agreement) and shall bear all costs and expenses thereof, including engineering fees, permitting fees, and construction costs. Installation of these lines shall not be commenced until plans and specifications thereof have been submitted to and approved, in writing, by the County and other appropriate agencies having jurisdiction. These facilities shall be located within existing County easements or rights-of-way or in easements or rights-of-way acquired by the VOPH-MPUD Owners. The right of the VOPH-MPUD Owners to construct facilities in County easements or rights-of-way shall not be unreasonably withheld by the County. Upon completion of the Project by the Co-Developers, the Project shall be inspected by the County and certified by the Co-Developers' engineers. Upon determination by the County that the Project has been properly installed by the Co-Developers in accordance with approved plans and specifications, potable water and sanitary sewer service will be provided to the Project provided the Co-Developers have performed and fulfilled all its obligations imposed upon the Co-Developers under the terms of this agreement, relevant laws, rules, regulations, and ordinances.

c. Either Co-Developer or any Designated VOPH-MPUD Owner included within the VOPH Funding & Escrow Agreement (as may be hereafter amended to add additional Designated VOPH-MPUD’s) shall have the right to secure a guaranty of capacity for water service and/or wastewater service by the

County for a designated number of residential units within such Designated VOPH-MPUD, by payment to the County of fifty percent (50%) of the base impact/connection fees applicable to such residential units (which shall not require pre-payment of any portion of the VOPH utility surcharge amount). The County shall issue a certificate of capacity reservation for such Designated VOPH-MPUD upon receipt of the 50% payment deposit, which capacity reservation will be assignable by the Co-Developer to its developer/builder designees for such Designated VOPH-MPUD. This available procedure to purchase and thereby secure a guaranty of capacity for water service and/or wastewater service by a Designated VOPH-MPUD Owner included within the Funding & Escrow Agreement may accelerate the phasing plan timelines described in Section 4.e. or Section 5.f., above.

d. In consideration for the obligations undertaken by the Co-Developers pursuant to this Agreement, the County agrees that it shall (i) provide notice to the Co-Developers upon the County's receipt of any application for utility plan or permit approval from any developer or builder other than a Co-Developer or its Designated MPUD Owner, for connection of a VOPH development project to the Handcart Road water or wastewater transmission lines required to be constructed by the Co-Developers under this Agreement, (ii) add to its VOPH utility plan approval/permit application checklist a required written letter of authorization from the Co-Developers confirming that a reasonable proportionate share payment and/or purchase and assignment of VOPH utility surcharge credits has been resolved between the Co-Developers and such third-party developer or builder, and (iii) except as required by law, shall not issue any final utility plan/permit approval within VOPH for connection to the Handcart Road transmission lines without receipt of such Co-Developer authorization letter. On not less than a quarterly basis, the Co-Developers shall be responsible (rather than PCU) for coordinating the reporting to the VOPH Fee Credit Registry manager, PCU, and other applicable County departments regarding any sale/assignment of VOPH Utility Fee surcharges related to the foregoing fair share contributions by third-party developers/builders (such Co-Developer reports to include the applicable PCU Application #).

e. It is agreed that, at such time as the Project , or any portion thereof, is connected to and becomes a part of the County's water and sewer system, all such lines and all permits, engineering drawings, and other property owned by the Co-Developers, in connection therewith, shall henceforth be deemed to be owned by the County, and title and ownership shall automatically vest in the County without the necessity of any separate instrument of conveyance or separate instrument of assignment or transfer, and the County shall

have the full privilege of all of the easements and rights-of-way occupied by such facilities. It being the further understanding of the parties, that at such time as the Project , or any part or portion thereof, are used to provide potable water and sanitary sewer service to the development, such lines shall be deemed to be owned by the County in their entirety as fully and completely as if installed and paid for by the County, except that the Co-Developers and its successors and/or assigns reserve the right to use these lines for the purpose set forth in this Agreement. The Co-Developers shall confirm or verify such ownership, conveyance, and title by the execution and delivery of appropriate bills of sale, transfer, assignments, or other instruments of conveyance, free and clear of all liens and encumbrances.

f. After ownership and title to any portion of the Project are vested in the County as set forth above, all responsibility for repair and maintenance of such part or portion as have been installed in appropriate easements or rights-of-way shall be borne by the County, provided that the County shall not, by this agreement, waive or otherwise affect or diminish its rights and remedies under any Maintenance Bond, Performance Bond, the Co-Developers letter of credit, or other guarantee of performance regarding such lines which has been provided the County in accordance with the requirements of its subdivision or other applicable development ordinance. Furthermore, the Designated MPUD-Owner agrees to post a one (1) year maintenance bond in an amount of fifteen (15) percent of the total cost of the internal subdivision project(s). It is further agreed that the Co-Developers shall assign to the County, for the use and benefit of the County and its successors and assigns, each and every construction warranty obtained by the Co-Developers in connection with the installation of the lines and facilities.

g. This agreement shall be binding on any successors or assigns of the parties, including without limitation any Designated VOPH-MPUD owner or successor owner/developer.

h. Nothing in this agreement will be construed to benefit any person or entity, other than the DEP, not a party to this agreement.

i. This agreement shall be governed by the laws of the State of Florida.

j. The WHEREAS clauses and all Exhibits are hereby incorporated as an integral part of this agreement.

k. The County agrees to submit and process its VOPH MUP update consistent with the plans approved by the County pursuant to this Agreement, as a staff-initiated application(s) through its Planning and Development Department, including any required amendments to the VOPH Enabling Documents (including CPAL, VOPH-SD, LDC amendments, etc. as applicable) to conform to this Agreement. No developer or builder applications for utility or other plan approvals or permits related to this Agreement, or for any Designated VOPH-MPUD, shall unreasonably be withheld or delayed by reason of the County's pending or subsequent process to update its MUP pursuant to this Agreement.

l. In the event of any failure by the Co-Developers to provide to the County (i) any required documents specified by FDEP for its reimbursement procedures as set forth in the FDEP Grant Agreement or (ii) any supplemental documents or information subsequently requested by FDEP for any audit compliance procedure, and provided such information or document exists or reasonably can be prepared by the Co-Developers or their third-party contractors or consultants (as such request is applicable), the Co-Developers shall be required to provide same to the County within fifteen (15) days after written request for same. Upon failure by the Co-Developer to provide same, the County shall have the right to specific performance or a mandatory injunction against the Co-Developers, as well as any other remedy provided at law or in equity for such non-compliance, including the right to reimbursement from the Co-Developers for any funds not received from DEP due to the Co-Developers' non-compliance with the DEP Grant Agreement. For any other breach by either the County or the Co-Developers under this Agreement, the non-breaching party shall provide written notice of such breach to the breaching party, and thirty (30) days within which to cure such breach (or such additional time as reasonably required to cure, provided that such cure is commenced within such 30-day period). If a breach is not cured as set forth above to the reasonable satisfaction of the non-breaching party, then the non-breaching party shall have all available remedies at law or in equity, including specific performance, injunctive, mandamus, or other and equitable relief. No bond shall be required to be posted for any injunctive or other equitable relief sought by a non-breaching party and awarded by the Court under this Agreement.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed the foregoing agreement as of the day executed by the County and noted below.

(SEAL)

ATTEST:

NIKKI ALVAREZ-SOWLES ESQ.,
PASCO COUNTY CLERK & COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

JACK MARIANO, CHAIRMAN

APPROVED
IN SESSION

Date: FEB 21 2023

PASCO COUNTY
BCC

CO-DEVELOPER:

VOPH Master Development Company, LLC,
A Florida limited liability company

By: _____
Name: Mark Metheny
Title: Vice President
Date: 1/20/2023

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Before me, the undersigned authority, personally appeared Marl Metheny, and who is personally known to me as the Vice President of VOPH Master Development Company, LLC, a Florida limited liability company, and who is authorized to and has executed the foregoing document as the authorized agent for VOPH Master Development Company, LLC, for the purposes stated herein. Sworn and subscribed to this 20 day of JANUARY, 2023.

HEATHER MATTIZA
Notary Public-State of Florida
Commission # HH 200611
My Commission Expires
November 21, 2025

Notary Public
State of Florida
Print Name: HEATHER MATTIZA
My Commission Expires: NOVEMBER 21, 2025

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CO-DEVELOPER:

Galvin Land Services, LLC,
A Florida limited liability company

By: _____
Name: Mike Galvin
Title: Manager
Date: 1-20-23

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Before me, the undersigned authority, personally appeared Mike Galvin, and who is personally known to me as the Manager of Galvin Land Services, LLC, a Florida limited liability company, and who is authorized to and has executed the foregoing document as the authorized agent for Galvin Land Services, LLC, , for the purposes stated herein. Sworn and subscribed to this 20 day of January, 2023.

_____
Notary Public
State of Florida
Print Name: Kaylie Schott
My Commission Expires: 9/5/2026

Notary Public State of Florida
Kaylie Schott
My Commission HH 308381
Expires 9/5/2026

SCHEDULE OF EXHIBITS

Exhibit A:	**2020 VOPH Master Utilities Plan (MUP)**
Exhibit B:	**Graphic Depiction of Handcart Road Segment, Including DEP Grant Segment Portion (which includes BPS Parcel Site) and Co-Developer Segment Portion**
Exhibit C:	**Preliminary Wastewater Budget [County and Co-Developer Allocations for Handcart Road Segment]**
Exhibit D:	**Preliminary Water Budget [County and Co-Developer Allocations for Handcart Road Segment]**
Exhibit E:	**DEP Grant Agreement**

For Planning Use Only

Villages of Pasadena Hills

Conceptual Utility Master Plan

Pasco County Utilities Engineering and Contract Management

April 2020

Table of Contents

1. Introduction 1
2. Project Background 2
   2.1. Location 2
   2.2. Demands 2
3. Potable Water 3
   3.1. Assumptions 3
   3.2. Required Potable Water Infrastructure 5
   3.3. Proposed Infrastructure 5
   3.4. Results 7
4. Wastewater 7
   4.1. Assumptions 7
   4.2. Proposed Infrastructure 7
   4.3. Results 8
5. Reclaimed Water 10
   5.1. Assumptions 10
   5.2. Required Infrastructure 11
   5.3. Proposed Infrastructure 11
   5.4. Results 12
6. Summary and Conclusions 14
   6.1. Potable Water Requirements 14
   6.2. Wastewater Requirements 14
   6.3. Reclaimed Water Requirements 14

List of Figures

Figure 1. The Conceptual Villages of Pasadena Hills ..... **Error! Bookmark not defined.**

Figure 2. A Conceptual Layout of Potable Water Infrastructure 4

Figure 3. Exaggerated Elevation to illustrate differences in topography 6

Figure 4. A Conceptual Layout of Wastewater Infrastructure..... 9

Figure 5. A Conceptual Layout of Reclaimed Water Infrastructure..... 13

List of Tables

Table 1. Estimated demands at build out 3

Table 2. Potable Average Daily Flow and Peak Flow 5

Table 3. Required Potable Water Transmission Mains..... 7

Table 4. Wastewater Average Daily Flow and Peak Flow 8

Table 5. Required Wastewater Force Mains..... 8

Table 6. Reclaimed Water Daily Demand and Peak Flow Villages A to M 12

Table 7. Required Reclaimed Water Transmission Mains 12

Table 8. Conceptual High Service Pump Requirements (Model Inputs)..... 14

Table 9. Summary of Pipe Infrastructure Requirements 15

1. Introduction

Pasco County Utilities provides potable water, wastewater, solid waste and reclaimed water services to most of Pasco County residents and businesses. Our mission is to deliver clean and safe water, treat wastewater and reuse treated wastewater for irrigation. Our goal is to provide these services while expanding our system to keep pace with the ever-growing population.

The Villages of Pasadena Hills (VOPH) is a large-scale development planned for approximately 22,000 acres of eastern Pasco County as shown below in Figure 1. As of March 2020, this area is considered "undeveloped" with land currently occupied by small residential neighborhoods, citrus groves, and pasture lands. Extensive infrastructure construction is required before development may move forward.

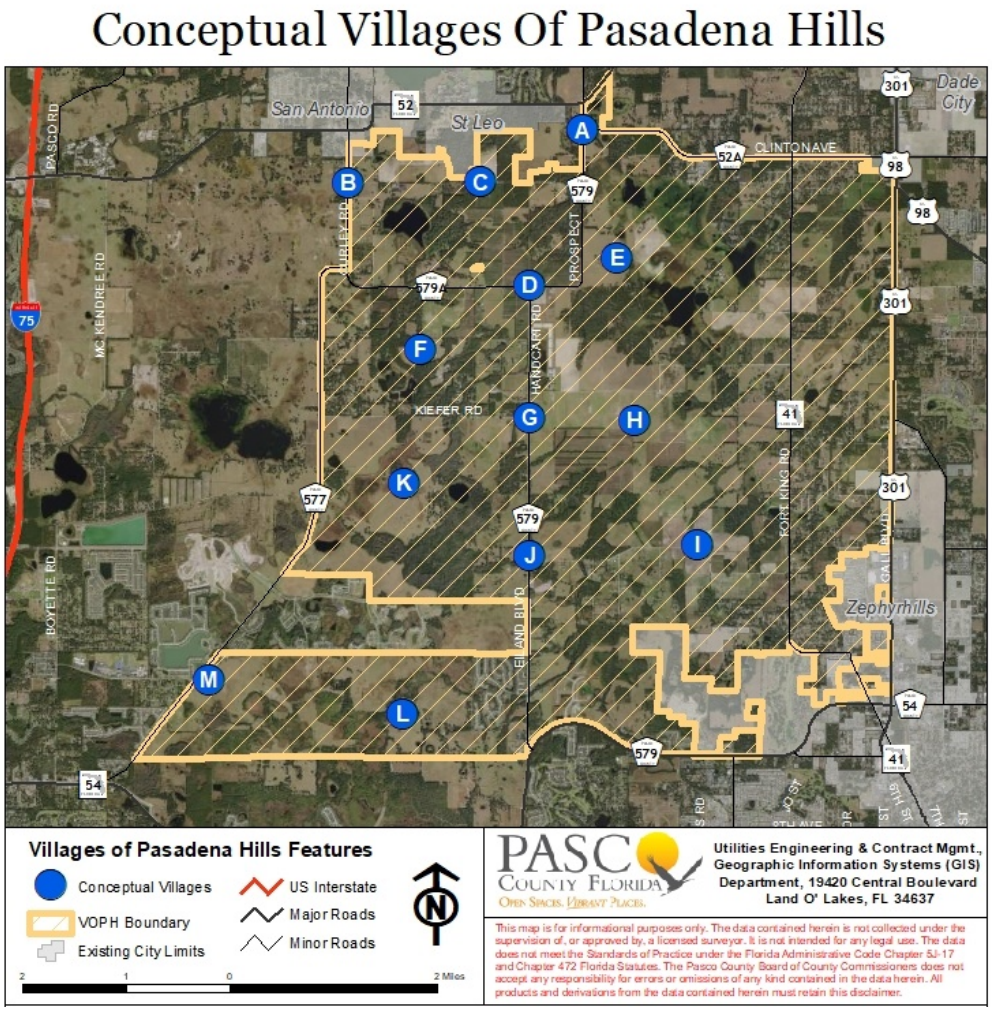


Figure 1. Villages of Pasadena Hills is a relatively large area of eastern Pasco County. (Map created by Max McAmis, Pasco County Utilities Engineering and Contracts Management, GIS Department. Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, the GIS User Community, and Pasco County GIS Data; ArcGIS Desktop 10.5.1. March 23, 2020. Path: C:\Users\ewalton\Documents\ArcGIS\Projects\VOPH_MasterPlan\VOPH_Overview.mxd.)

This report explains the potable, reclaimed, and wastewater services required to support projected growth. The development will be built in two main stages:

1. The Medium-Term Condition is the time between the start of construction when homes are occupied and businesses are up and running, but before build-out. Goals during this time depend on market forces.

2. The Build-Out Condition is when all land parcels are filled and used, and all necessary infrastructure is completed. For utility services, this means the commercial and residential development is at capacity.

The timing and progress of all infrastructure depend on what growth and market forces allow. Careful consideration by stakeholders is needed to time, fund, and organize each role in adding every component of the overall system. However, this report does not focus on these considerations, but on build-out. Thus, this report is not to be used as a detailed roadmap of construction planning or schedules.

2. Project Background

VOPH developers propose building approximately 42,000 single-family homes and 3 million square feet of commercial and office space split into 13 sections, currently identified as Villages A through M as shown in Figure 2.

Pasco County Utility (PCU) planners use the location of each village, their elevations, Pasco County's Highway Vision Plan, and flow requirements to develop a conceptual plan with the sizes and layout for the proposed infrastructure. Pasco County survey data is our source for land elevations. The Highway Vision Plan is the Pasco County Metropolitan Planning Organization's (MPO) plan for future transportation corridors. We base flow requirements for potable water, wastewater, and reclaimed water on proposed population and estimated water use for businesses per industry standards.

The utility infrastructure will include PVC pipes of various diameters, various valve types, well pumps, wastewater pump stations, and manholes. All utility structures are to be installed in the public rights of way and will be owned and maintained by the County.

2.1. Location

The proposed development is bounded by State Route 52 to the North, Eiland Boulevard to the South, Curly Road to the West, and US 301 to the East as shown in Figure 2. Village locations are preliminary and may change as development progresses.

2.2. Demands

After all building and development are complete, Table 1 shows what we expect the demands will be for the final build-out:

Table 1. **Estimated demands at build out**

Utility Service	Millions of Gallons per Day (mgd)
Potable Water Supplied	9.43
Reclaimed Water Supplied	21.10
Wastewater Received and Treated	8.81

3. Potable Water

3.1. Assumptions

PCU planners calculated the potable water demand in Table 1 based on the following assumptions:

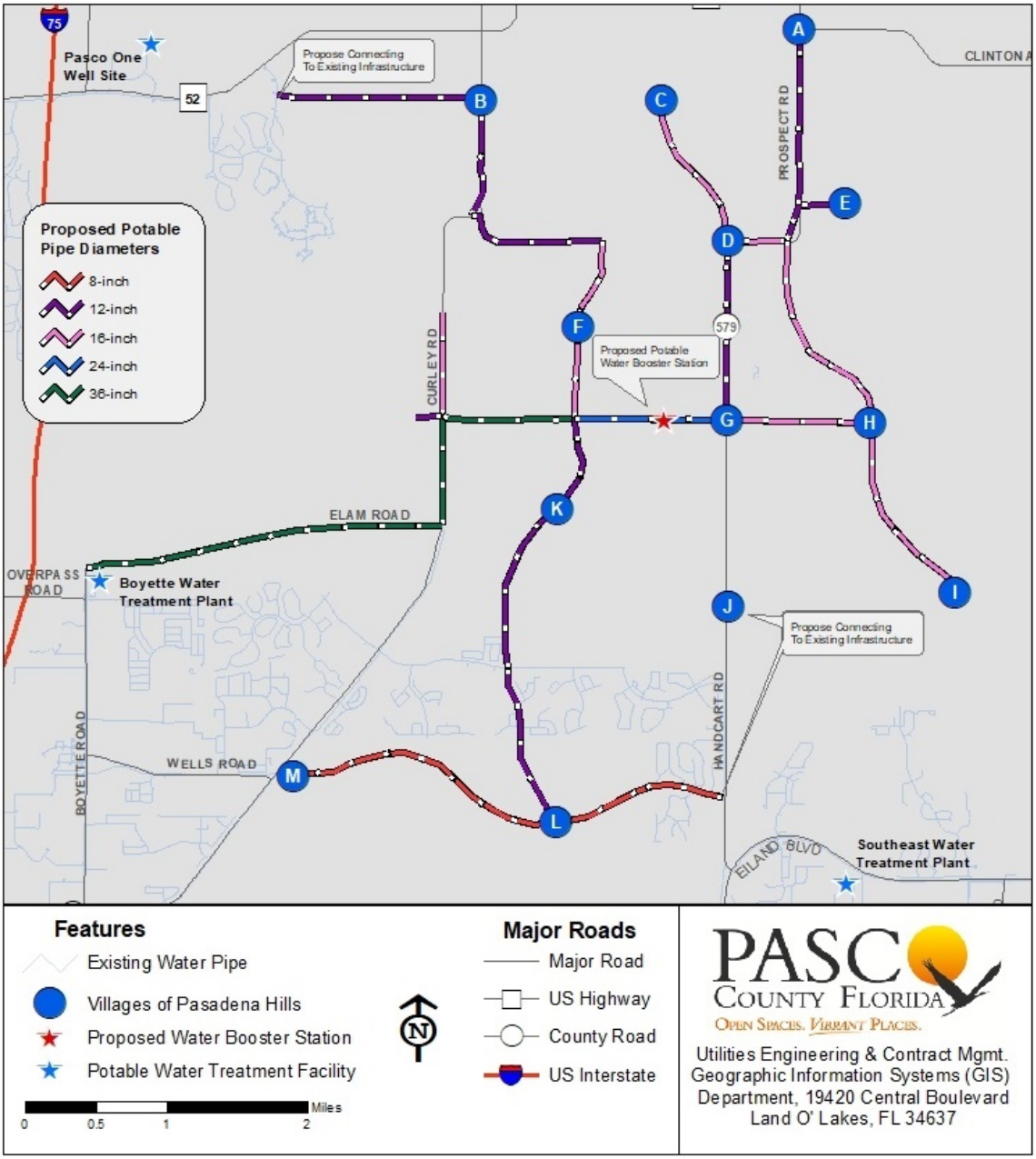
- Average daily flow (ADF) for residential areas is based on 215 gallons per day per equivalent residential unit (ERU). An ERU represents a unit of residential development equal to a single-family residence in terms of water use. Therefore, one ERU is equal to one single-family home.
- ADF for commercial properties is 0.15 gallons per day per square foot (gpd/sf).
- Engineers estimate pipe dimensions for peak conditions at buildout.
- A local raw water source, known as Pasco One Well (Fig. 3), can supply up to 1.44 mgd, which is the permitted capacity.
- Connection to the Boyette Water Treatment Plant (WTP) (Fig. 3) will be independent of any current discharge connections to existing infrastructure.
- Pasco One Well and the Southeast WTP will each provide 0.5 mgd to VOPH.
- This report only considers transmission pipes and does not include localized distribution and service lines to the individual single-family homes or commercial and office spaces.

To ensure safe water supply and consistent fire flows, PCU must keep potable water pressure above 20 pounds per square inch (psi). Higher pressures provide better flow to individual connections, but excessive pressures may damage pipes, and other equipment. The modeled pressures range from 45 to 90 psi. These are acceptable pressures in a public supply system. However, pipe materials will be selected to withstand pressures as high as 250 psi.

PCU monitors maximum velocity in pipes to avoid damaging system components. Lower water speeds have the added benefit of reducing noise in the system. PCU's 2020 Utility Standards state velocities in transmission pipes shall be slower than 6.5 feet per second (fps). Our models show water in the proposed distribution system moving below 6 fps.

Figure 2 shows a conceptual layout of the potable water pipes with modeling results.

Conceptual Villages of Pasadena Hills
Potable Water Infrastructure Improvements



This map is for informational purposes only. The data contained herein is not collected under the supervision of, or approved by, a licensed surveyor. It is not intended for any legal use. The data does not meet the Standards of Practice under the Florida Administrative Code Chapter 5J-17 and Chapter 472 Florida Statutes. The Pasco County Board of County Commissioners does not accept any responsibility for errors or omissions of any kind contained in the data herein. All products and derivations from the data contained herein must retain this disclaimer.

Figure 2. A Conceptual Layout of Potable Water Infrastructure needed to provide services to the Villages of Pasadena Hills. (Map created by Max McAmis, Pasco County Utilities Engineering and Contracts Management, GIS Department. Sources: Esri; Digital Globe; GeoEye; Earthstar Geographics; CNES/Airbus DS; AeroGRID; IGN and the GIS User Community; Pasco County GIS Department; USDA/NRCS - National Geospatial Center of Excellence; U.S. Department of Agriculture, Service Center Agencies; U.S. Census Bureau, Geography Division. ArcGIS Desktop 10.5.1. April 2, 2020. Path: U:\UTIL_ENG\Project Files- Planning\Development\Villages of Pasadena Hills (VOPH)\Documents\Maps\April 2020_VOPH_Potable_MasterPlan.mxd.)

3.2. Required Potable Water Infrastructure

To effectively serve the proposed VOPH with potable water, the following infrastructure improvements are required.

- The elevations in the proposed VOPH boundary are between 0 feet at sea level to 246 feet above sea level (Fig. 3). To overcome elevation differences between Villages F and G and the other Villages, PCU will need to install a booster pump station capable of pumping approximately 6,000 gpm at 60 psi.

- To reduce possible high-water pressures in the pipes, a pressure-reducing valve is required on Prospect Road south of Village E.

3.3. Proposed Infrastructure

The proposed infrastructure was modeled using fixed-head reservoirs and demand nodes. Demands were based on the ADF with a peaking factor of 1.67 for each village as shown in Table 2. The total length of proposed pipe is shown in Table 3.

Table 2. **Potable Average Daily Flow and Peak Flow**

Village	Total ADF[1] (mgd)	Peak Flow[2] (gpm)
A	0.23	300
B	0.72	800
C	0.60	700
D	1.00	1,200
E	0.21	200
F	1.00	1,200
G	1.20	1,400
H	1.20	1,300
I	0.98	1,100
J	0.71	800
K	0.62	700
L	0.50	600
M	0.46	500
Total	**9.43**	**10,800**

[1] Total ADF = Number of residential units (EDU) x 215 gpd divided by 1,000,000.

[2] Peak Flow = ADF x 1.67 (peak factor) divided by 1440 (number of minutes in a day). Results rounded up to nearest hundredth.

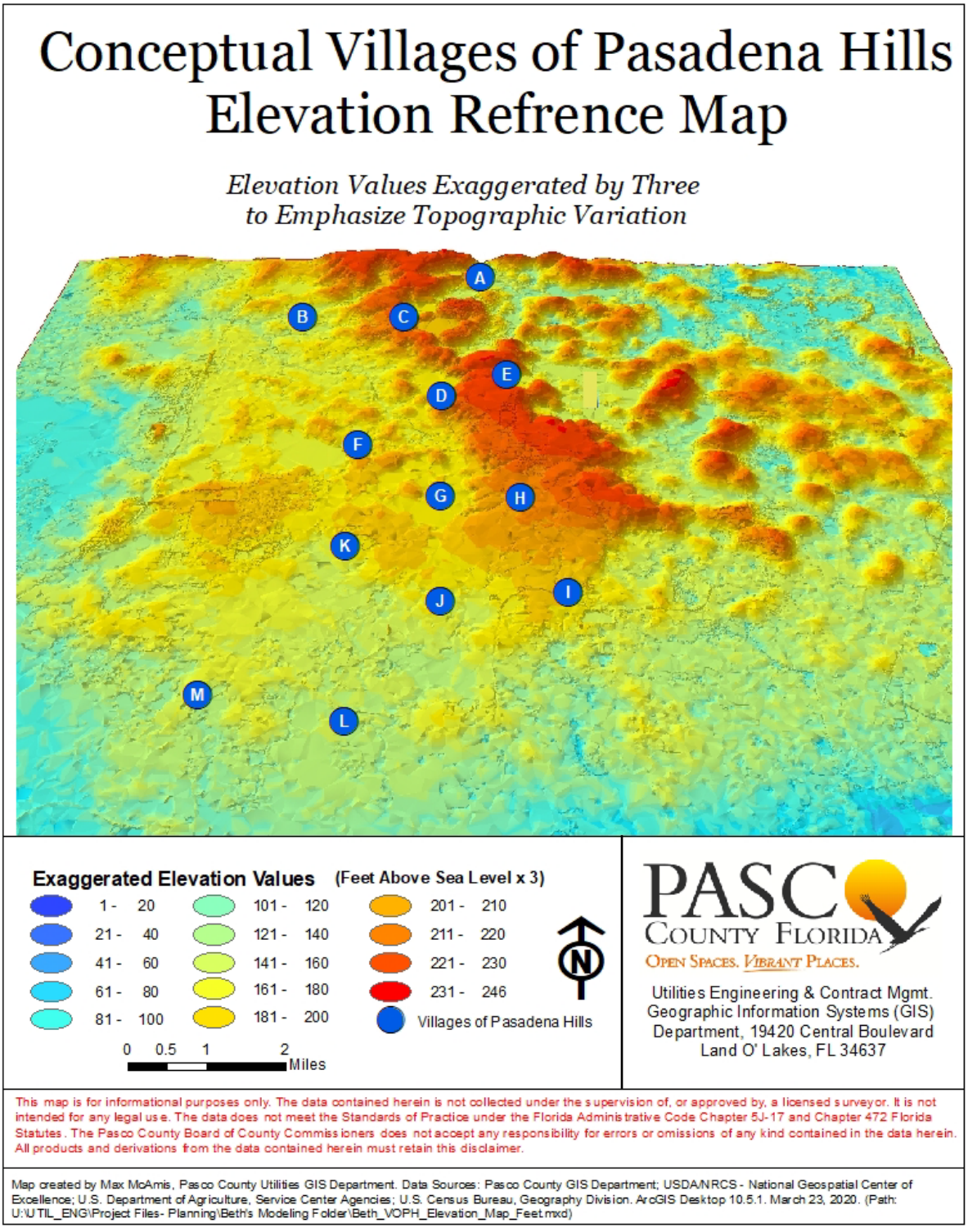


Figure 2. Exaggerated Elevation to illustrate differences in topography. Note: National Elevation Data was used to model the map above. (Map created by Pasco County Utilities Engineering and Contracts Management, GIS Department. Sources: Esri; Digital Globe; GeoEye; Earthstar Geographics; CNES/Airbus DS; AeroGRID; IGN and the GIS User Community; Pasco County GIS Department; USDA/NRCS - National Geospatial Center of Excellence; U.S. Department of Agriculture, Service Center Agencies; U.S. Census Bureau, Geography Division. ArcGIS Desktop 10.5.1. April 2, 2020. Path: U:\UTIL_ENG\Project Files- Planning\Development\Villages of Pasadena Hills (VOPH)\Documents\Maps\April 2020_VOPH_Potable_MasterPlan.mxd.)

Table 3. Required Potable Water Transmission Mains

Pipe Diameter (inches)	Approximate Length[1] (miles)
8	3.3
12	9.1
16	7.6
24	1.1
36	4.3
Total	**25.4**

[1] Length calculated from GIS computer models of proposed pipe routes.

3.4. Results

A total of 25.4 miles of potable water transmission pipe is expected to be installed. See the potable water infrastructure map in Figure 2.

4. Wastewater

4.1. Assumptions

PCU planners calculated the wastewater demand in Table 4 based on the following assumptions:

- Engineers use ADF based on 200 gpd per ERU for residential parcels and 0.15 gpd/sf for commercial properties.
- Engineers use an updated peaking factor of 3.0 when estimating Peak Flow.
- County design standards require a minimum of 2 feet per second (fps) flow to keep the pipes clean.

4.2. Proposed Infrastructure

PCU planners use the location of each village, elevations, the transportation MPO Highway Vision Plan, and flow requirements for each development to conceptually size and layout the routes for the proposed infrastructure.

Computer modeling was used for testing the proposed infrastructure and estimating required pipe size and capacity. The ADF demands used by the model for each village are shown in Table 4. A standard peaking factor of 3.8 based on demand was used to calculate pipe capacity to hydraulically remote areas of the project.

A peak factor is used for modeling and design of utility systems to estimate maximum flow at certain times of day. PCU recently updated the utility standards, lowering the peak factor from 3.8 to 3.0.

Table 4. Wastewater Average Daily Flow and Peak Flow

Village	Total ADF[1] (mgd)	Peak Flow[2] (gpm)
A	0.22	400
B	0.67	1,400
C	0.56	1,200
D	0.95	2,000
E	0.20	400
F	0.94	2,000
G	1.15	2,400
H	1.08	2,300
I	0.91	1,900
J	0.66	1,400
K	0.58	1,200
L	0.47	1,000
M	0.42	900
Total	**8.81**	**18,500**

[1] Total ADF = Number of residential units (EDU) x 200 gpd divided by 1,000,000.

[2] Peak Flow = ADF x 3.68 (peak factor) divided by 1440 (number of minutes in a day). Results rounded up to nearest hundred.

Table 5 shows proposed lengths of pipes.

Wastewater from VOPH will be treated at the Southeast Wastewater Treatment Plant (WWTP) and Wesley Center WWTP, requiring an increase in their capacity to handle 8 mgd and 1 mgd, respectively. Figure 4 shows additional capacity on existing force main pipes. Existing utility infrastructure will serve Village M, as shown in Figure 4.

Table 5. Required Wastewater Force Mains

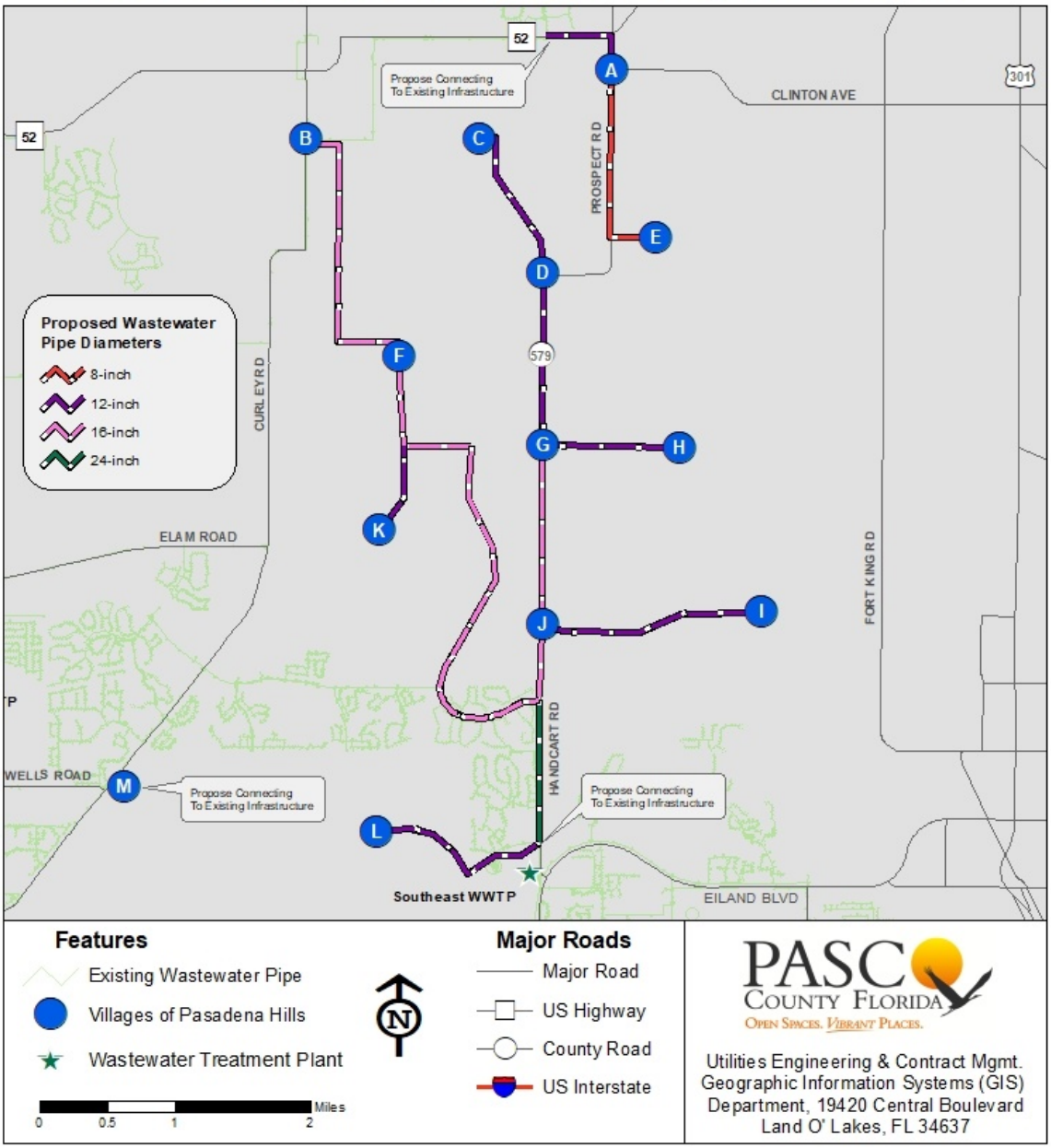
Diameter (inches)	Approximate Length[1] (miles)
8	1.6
12	8.0
16	8.1
24	1.0
Total	**18.7**

[1] Length calculated from GIS maps of computer models of proposed pipe routes.

4.3. Results

Computer modeling results and a conceptual layout of the wastewater water system pipes can be found in Figure 4.

Conceptual Villages of Pasadena Hills Wastewater Infrastructure Improvements



This map is for informational purposes only. The data contained herein is not collected under the supervision of, or approved by, a licensed surveyor. It is not intended for any legal use. The data does not meet the Standards of Practice under the Florida Administrative Code Chapter 5J-17 and Chapter 472 Florida Statutes. The Pasco County Board of County Commissioners does not accept any responsibility for errors or omissions of any kind contained in the data herein. All products and derivations from the data contained herein must retain this disclaimer.

Figure 3. A Conceptual Layout of Wastewater Infrastructure required to provide services to the Villages of Pasadena Hills including additional capacity on existing force main pipes is shown; existing utility infrastructure will serve Village M. (Map created by Max McAmis, Pasco County Utilities Engineering and Contracts Management, GIS Department. Sources: Esri; Digital Globe; GeoEye; Earthstar Geographics; CNES/Airbus DS; AeroGRID; IGN and the GIS User Community; Pasco County GIS Department; USDA/NRCS - National Geospatial Center of Excellence; U.S. Department of Agriculture, Service Center Agencies; U.S. Census Bureau, Geography Division. ArcGIS Desktop 10.5.1. April 2, 2020. Path: U:\UTIL_ENG\Project Files- Planning\Development\Villages of Pasadena Hills (VOPH)\Documents\Maps\April 2020_VOPH_Wastewater_MasterPlan.mxd.)

As with the potable water system, high pressures and sudden pressure changes can damage the wastewater infrastructure. The risk is unacceptable if forces reach above 90 psi, requiring corrective action. Typically, a well-functioning system will have pressures below 60 psi. Computer models show that even at peak conditions, pressures in the pipes will remain within an acceptable range of 9 to 63 psi.

5. Reclaimed Water

5.1. Assumptions

PCU planners base their reclaimed water calculations on the following assumptions:

- An adequate amount of reclaimed water is available.
- VOPH will require approximately 21 mgd of reclaimed water for irrigation purposes.
- VOPH will produce about 9 mgd of wastewater to be treated and reused for irrigation. The Pasco County Master Reuse System (PCMRS) will use repump stations and storage reservoirs to supply the remaining 13 mgd.
- An existing reclaimed repump station, known as Price Altman, will provide reclaimed water for Villages A, C, D, E, H, I, St. Leo, and the Lake Jovita Subdivision. Price Altman's current storage tank and pumps will need extensive upgrades so it can supply an estimated 10 mgd to VOPH.
    - The Pasco County Master Reuse System (PCMRS) will fill the Price Altman storage tank during non-watering hours.
- PCMRS will provide reclaimed water to Villages B, F, G, J, K, L, and M directly from the regional pipe system.
    - This source provides the remaining 12 mgd of reclaimed water.
- An average daily flow (ADF) based on 500 gpd/du for residential homes.
    - Commercial developments were excluded, due to minimal impact on pipe sizes and irrigation demands.
- Peak flow is based on $PF = Homes \times 15 \frac{gpm}{zone} \times 0.20 \times 0.25$
    - Peak flows based on 20 percent of households watering each day, with a 25 percent overlap of watering schedules.

- Landscaping contractors divide irrigation areas into zones, which are specific areas served by certain types of sprinkler heads and are used to calculate the demand. In this case, each home lot is a single zone.

- If parallel pipes where proposed, they will be modeled as a single pipe for simplicity. For example, planners will model two 4-inch diameter pipes in parallel as one 6-inch diameter pipe. The capacities are not equal, but close enough for modeling purposes.

- Computer modeling accounted for other large subdivisions and commercial developments, Mirada, EPCO Ranch North, and Epperson Ranch South at build-out conditions.

- PCU planners will not include other known developments south of the Southeast Wastewater Treatment Plant (WWTP).

  - Existing utility infrastructure is at capacity.

5.2. Required Infrastructure

To effectively serve reclaimed water to the proposed VOPH and the developments referenced in section 5.1, the following infrastructure and storage improvements are required:

- PCU needs to expand its Southeast WWTF. Afterwards, it can store and provide 6 mgd of reclaimed water to VOPH.

- PCU should expand the Boyette High-Service Pump (HSP) station by 15,000 gpm. HSPs operate under higher pressures and are used to pump water to higher elevations, usually water storage tanks.

- The Price Altman site will need an additional 8.0 MG of storage and an additional 15,000 gpm HSP station.

- To relieve possible high pressures in pipes, a pressure-reducing valve is required on Prospect Road, just south of Village E.

5.3. Proposed Infrastructure

The proposed infrastructure was modeled using fixed-head reservoirs and demand nodes. Demands were based on the peak flows for each village as shown in Table 6. The total length of proposed pipe is shown in Table 7.

Table 6. Reclaimed Water Daily Demand and Peak Flow Villages A to M

Village	Total ADF[1] (mgd)	Peak Flow[2] (gpm)
A	0.45	700
B	1.64	2,500
C	1.30	2,000
D	2.10	3,200
E	0.500	800
F	2.30	3,500
G	2.70	4,000
H	2.70	4,000
I	2.20	3,300
J	1.60	2,400
K	1.40	2,200
L	1.16	1,800
M	1.05	1,600
Total	**21.10**	**32,000**

[1] Total ADF = number of residential units (EDU) x 300 gpd divided by 1,000,000. Result rounded.

[2] Peak flow = number of EDUs x 15 gpm per zone x 20 percent x 25 percent. Result is rounded up to nearest hundred.

Table 7. Required Reclaimed Water Transmission Mains

Diameter (inches)	Approximate Length[1] (miles)
12	12.9
16	2.5
24	4.4
36	1.9
48	6.2
Total	**27.9**

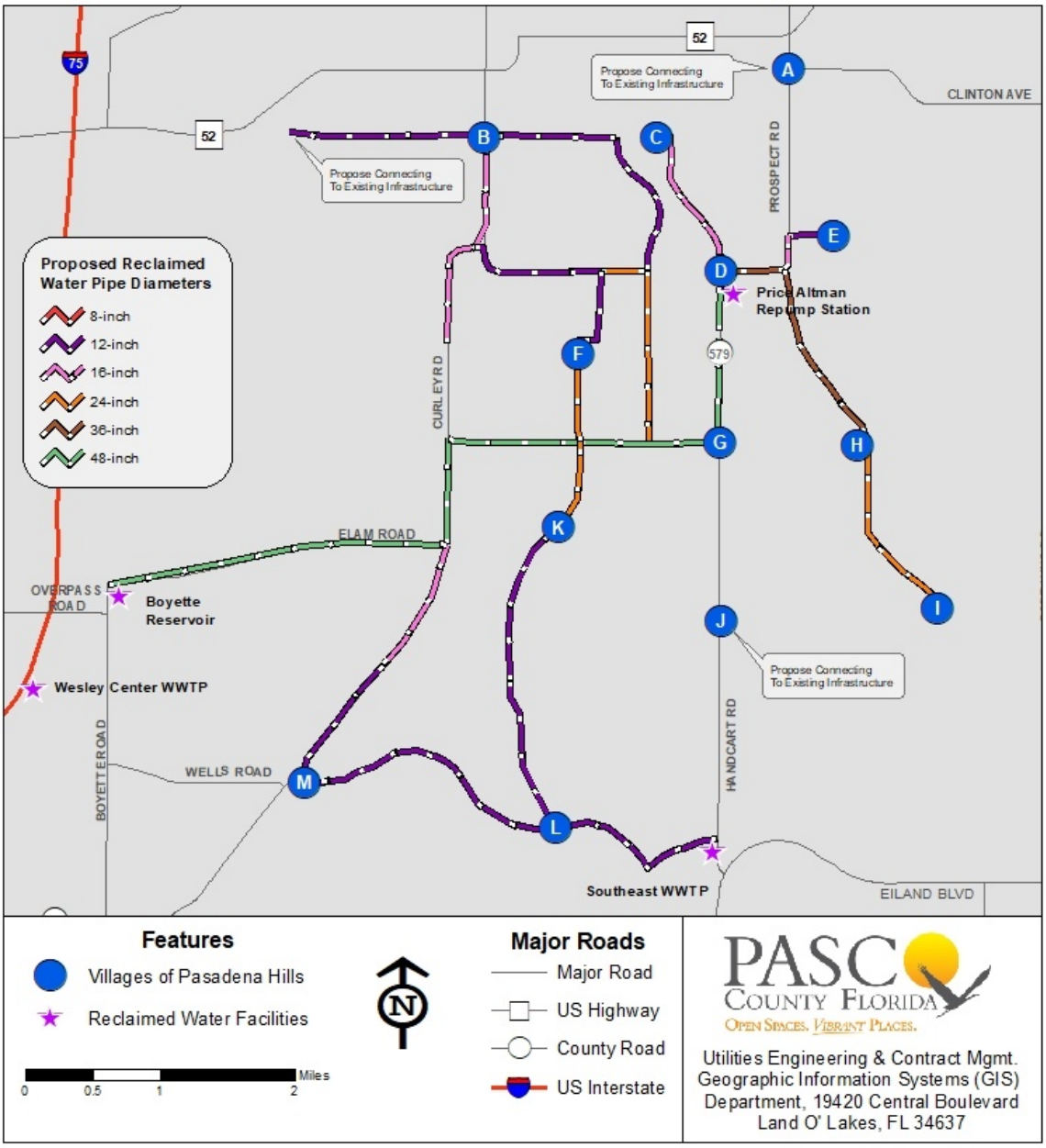
1 Length calculated from GIS maps of computer models of proposed pipe routes.

5.4. Results

Figure 5 contains the modeling results and a conceptual layout of the reclaimed water mains.

In order to ensure a reliable reclaimed water supply, reclaimed water pressure must stay above 35 psi during watering hours. Higher internal pressures provide better flow to individual connections, but excessive pressures may damage pipes and other equipment. Computer models show pressures in the reclaimed pipes between 40 and 80 psi, this is an acceptable range for a public utility system. Even so, as per industry practice, pipe material will be selected to withstand pressures as high as 250 psi.

Conceptual Villages of Pasadena Hills Reclaimed Water Infrastructure Improvements



This map is for informational purposes only. The data contained herein is not collected under the supervision of, or approved by, a licensed surveyor. It is not intended for any legal use. The data does not meet the Standards of Practice under the Florida Administrative Code Chapter 5J-17 and Chapter 472 Florida Statutes. The Pasco County Board of County Commissioners does not accept any responsibility for errors or omissions of any kind contained in the data herein. All products and derivations from the data contained herein must retain this disclaimer.

Figure 4. A Conceptual Layout of Reclaimed Water Infrastructure required to provide services to the Villages of Pasadena Hills. (Map created by Max McAmis, Pasco County Utilities Engineering and Contracts Management, GIS Department. Sources: Esri; Digital Globe; GeoEye; Earthstar Geographics; CNES/Airbus DS; AeroGRID; IGN and the GIS User Community; Pasco County GIS Department; USDA/NRCS - National Geospatial Center of Excellence; U.S. Department of Agriculture, Service Center Agencies; U.S. Census Bureau, Geography Division. ArcGIS Desktop 10.5.1. April 2, 2020. Path: U:\UTIL_ENG\Project Files- Planning\Development\Villages of Pasadena Hills (VOPH)\Documents\Maps\April 2020_VOPH_Wastewater_MasterPlan.mxd.)

Table 8. Conceptual High Service Pump Requirements (Model Inputs)

Location	Elevation (ft)	Flow (gpm)	Setting (psi)
Boyette Reservoir	122	20,870	70
Price Altman	209	14,361	65
Southeast WWTP	106	4,034	70

6. Summary and Conclusions

Based on the above computer modeling results, PCU's planning team has determined that significant infrastructure improvements will be required to provide utility services to VOPH. Overall, close to 72 miles of water, wastewater, and reclaimed pipes will be installed once the project is completed. These improvements are summarized below.

6.1. Potable Water Requirements

- Construction of a Booster Pump Station to move water to higher elevations
- Install multiple hydraulic control valves
- We need to verify that County water sources, Pasco One Well and Southeast WTP, can supply 500,000 gpd to meet the new demand.
- Install about 26 miles of water pipes in various sizes

6.2. Wastewater Requirements

- Expand the Southeast WWTF to handle up to 14.0 mgd
- Expand the Wesley Chapel WWTF with an additional 1.0 mgd capacity
- Install about 19 miles of force main pipes and gravity sewer pipes

6.3. Reclaimed Water Requirements

- Expand the Southeast WWTF Ground Storage Tank (GST) and HSP stations
- Expand the Boyette Reservoir HSP station by 15,000 gpm
- Expand of the Price Altman GST by an additional 8 mg and add an HSP station capable of 15,000 gpm
- Install multiple hydraulic control valves
- Installation of approximately 28 miles of various diameter reclaimed mains

Table 9. Summary of Pipe Infrastructure Requirements

Pipe Diameter[1]	Potable[2]	Wastewater[2]	Reclaimed Water[2]	Total[2]
8	3.3	1.6		**4.90**
12	9.1	8.0	12.9	
16	7.6	8.1	2.5	
24	1.1	1.0	4.4	
36	4.3		1.9	
48			6.2	
TOTALS:	**25.4**	**18.7**	**27.9**	**72.00**

[1] In Inches
[2] Length in miles

References

Florida Administrative Code, Rule Chapter 64E-6 Standards for Onsite Treatment and Disposal Systems Located at: https://www.flrules.org/gateway/ChapterHome.asp?Chapter=64E-6. Accessed on April 6, 2020.

Pasco County 2025 Comprehensive Plan, Chapter 10. Located at: https://www.pascocountyfl.net/DocumentCenter/View/11371/CP-ch10-PublicFacilities-7_25_13?bidId=. Accessed on April 6, 2020.

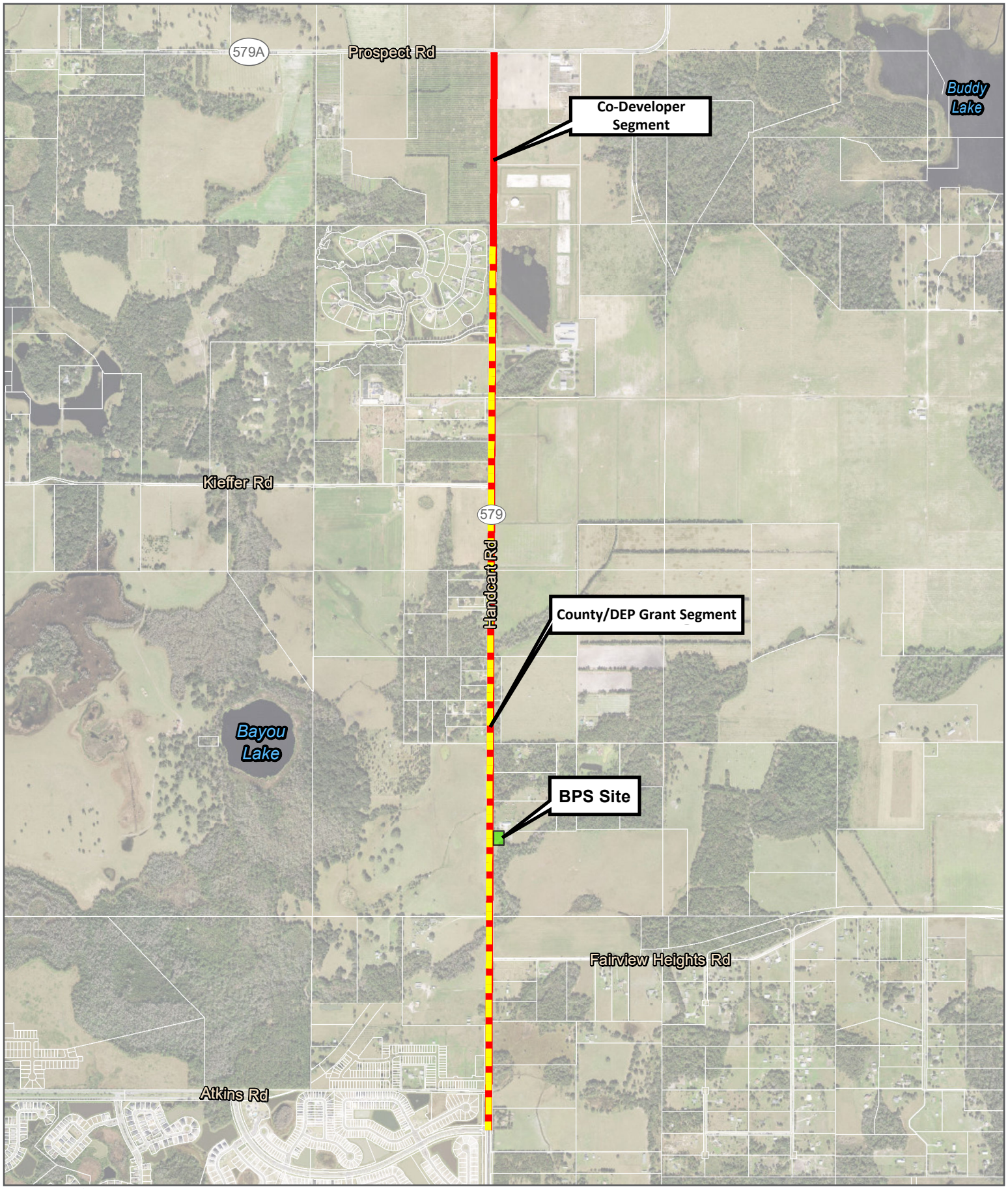
Pasco County GIS Department. Located at: https://www.pascocountyfl.net/338/Geographic-Information-Services-GIS. Accessed on April 1, 2020.

Pasco County, FL. (2013). Standards for Design and Construction of Water, Wastewater, Fiber Optics and Reclaimed Water facilities for Pasco County Utilities Department. Revised March 2018. Located at: https://pascocountyfl.net/DocumentCenter/View/454/Utilities-Standards-for-Design-and-Construction-?bidId=. Accessed on April 1, 2020.

United States Census Bureau, Geography Division. Located at: https://www.census.gov/. Accessed on April 1, 2020.

United States Department of Agriculture, Service Center Agencies. Located at: https://www.usda.gov/our-agency/agencies. Accessed on April 1, 2020.

United States Department of Agriculture/Natural Resources Conservation Service (USDA/NRCS) National Geospatial Center of Excellence. Located at: https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/ngce/. Accessed on April 1, 2020.



Map Source: Esri, Pasco County

County/DEP Grant Segment

Co-Developer Segment

BPS Site

Exhibit B

VILLAGES OF PASADENA HILLS

N

0 500 1,000 1,500 2,000 FEET

12/21/2022
P & B Job No.: 20-149

2602 E. Livingston Street
Orlando, FL 32803 Ph. 407-487-2594

POULOS & BENNETT

www.poulosandbennett.com
Certificate of Authorization No. 28567

Document Path: Z:\2020\20-149 Galvin - VOPH\GIS\Map_Docs\Exhibit B.mxd

Exhibit C

Preliminary Wastewater Budget - Handcart Road

Segment	Item	Line Size	Lineal Feet	Unit Cost	Total
County/DEP Grant Segment					
	Old Bridge Rd to Kiefer Rd	16 Inch	9,900	$ 250.00	$ 2,475,000.00
	Kiefer Rd to DEP Grant Segment Terminus	12 Inch	3,800	$ 225.00	$ 855,000.00
Co-Developer Segment					
	DEP Grant Segment Terminus to Prospect Rd	12 Inch	2,900	$ 225.00	$ 652,500.00

Total County/DEP Grant Segment Allocation	**$ 3,330,000.00**
Total Co-Developer Segment Allocation	**$ 652,500.00**

Exhibit D
Preliminary Water Budget - Handcart Road

Segment	Item	Line Size	Lineal Feet	Unit Cost	Total
County/DEP Grant Segment					
	Old Bridge Rd to DEP Grant Segment Terminus	16 Inch	12,100	$ 275.00	$ 3,327,500.00
	Booster Pump + 20% Contingency				$ 1,800,000.00
Co-Developer Segment					
	DEP Grant Segment Terminus to Prospect Rd	16 Inch	2,900	$ 275.00	$ 797,500.00
Total County/DEP Grant Segment Allocation					**$ 5,127,500.00**
Total Co-Developer Segment Allocation					**$ 797,500.00**

EXHIBIT E
VOPH JOINT FUNDING AGREEMENT
UTD23-0180

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Pasco County Handcart Road Water and Wastewater**
Agreement Number: **LPA0206**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)
Grantee Name: **Pasco County**
Entity Type: **Local Government**
Grantee Address: **8731 Citizens Dr., New Port Richey, FL 34654**
FEID: **59-6000793** (Grantee)

3. Agreement Begin Date: **Upon Execution**
Date of Expiration: **March 31, 2024**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **Lat/Long (28.2843, -82.2456)**
Project Description: **The Grantee will construct a water and wastewater distribution system along Handcart Rd.**

5. Total Amount of Funding: **$6,500,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	**LP, GAA LI 1607A, FY 21-22, GR**	**$6,500,000.00**
☐ State ☐ Federal		
☐ Grantee Match		
	Total Amount of Funding + Grantee Match, if any:	**$6,500,000.00**

6. Department's Grant Manager
Name: **Sue Leitholf** or successor
Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd., MS 3602
Tallahassee, FL 32399-3000
Phone: **(850) 245-2920**
Email: **Susan.Leitholf@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Robert Marin** or successor
Address: **Pasco County BOCC**
19420 Central Blvd
Land O'Lakes, FL 34637
Phone: **813-929-2755**
Email: **rmarin@pascocountyfl.net**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☑ Attachment 2: Special Terms and Conditions
- ☑ Attachment 3: Grant Work Plan
- ☑ Attachment 4: Public Records Requirements
- ☑ Attachment 5: Special Audit Requirements
- ☐ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☐ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☑ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☑ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements for Grants
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Pasco County **GRANTEE**

Grantee Name

By _____
(Authorized Signature)

APPROVED IN SESSION
OCT 26 2021
PASCO COUNTY BCC

Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____
Secretary or Designee

Date Signed

Trina Vielhauer, Director of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

COUNTY COMMISSIONERS ORGANIZED JUNE 2nd 1887 PASCO COUNTY FLORIDA

Attest

By: _____
Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

APPROVED IN SESSION
OCT 26 2021
PASCO COUNTY BCC

DWRA Additional Signatures

_____
Sue Leitholf, DEP Grant Manager

_____
Sandra Waters, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

27. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0206

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Pasco County Handcart Road Water and Wastewater. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be $200,000 for each person and $300,000 per occurrence.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Additional Terms.

None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Pasco County Handcart Road Water and Wastewater

PROJECT LOCATION: The Project will be located in the Pasadena Hills area within Pasco County; Lat/Long (28.2811, -82.2455). See Figure 1 for a location map.

PROJECT BACKGROUND: The project will provide water and wastewater infrastructure improvements to stimulate economic growth in a currently undeveloped area of Pasadena Hills, a portion of central Pasco County.

PROJECT DESCRIPTION: Pasco County (Grantee) will construct a water and wastewater distribution system including a piping system and appurtenances, a lift station, restoration, project management, and all work necessary to complete the project.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Design and Permitting

Deliverables: The Grantee will complete design of the water and wastewater distribution system and obtain all necessary permits for construction of the project including construction plans and specs.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design (or preconstruction) activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Construction

Deliverables: The Grantee will construct water and wastewater distribution system in accordance with the construction contract documents prepared for the project.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

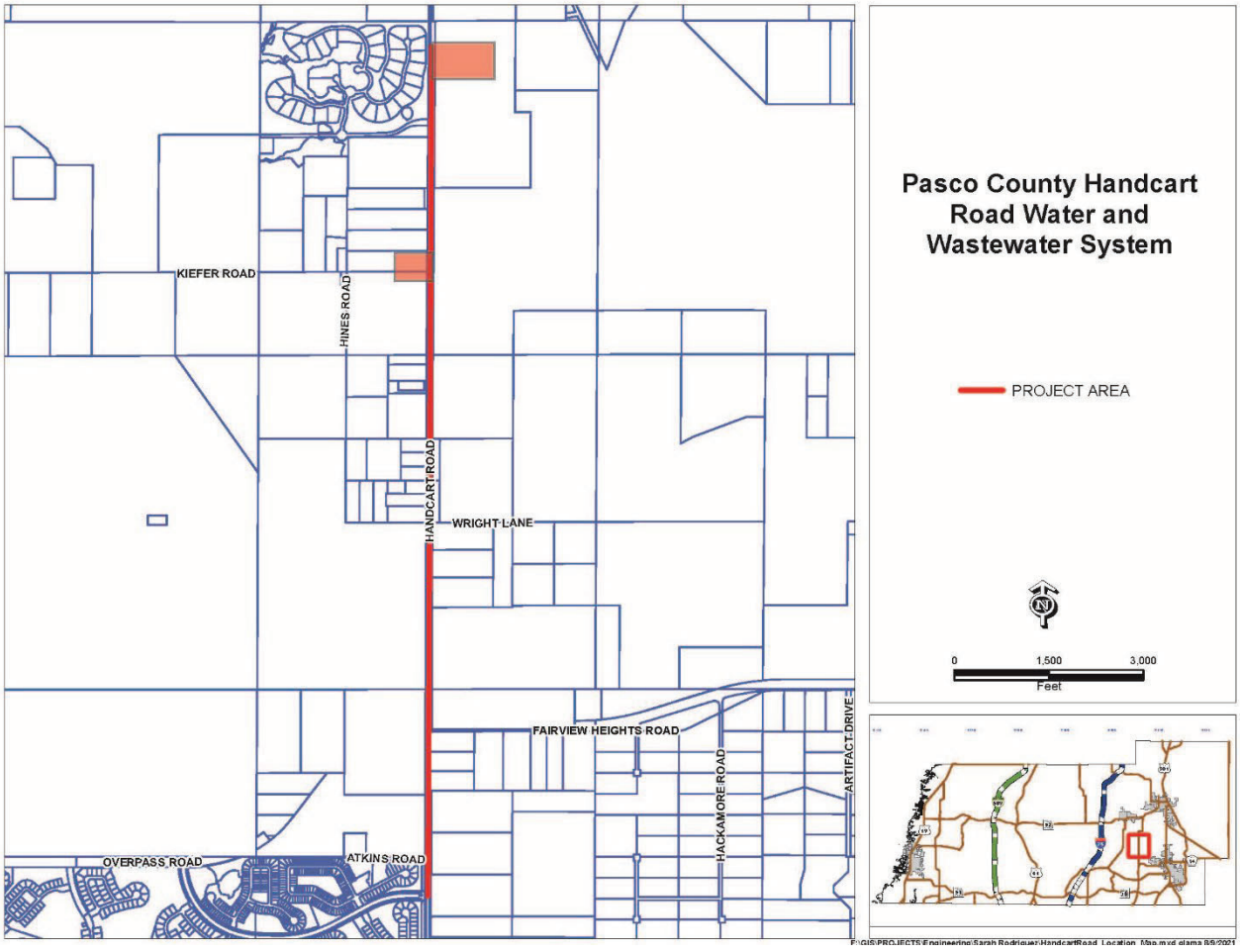
PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	$600,000	07/01/2021	09/30/2023
2	Construction	Contractual Services	$5,900,000	07/01/2021	09/30/2023
		Total:	$6,500,000		

Note: The budget for this project is estimated and subject to change as the project progresses. A change order or amendment is expected to reallocate the budget.

Figure 1. Location Map



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	**State Awarding Agency**	**State Fiscal Year[1]**	**CSFA Number**	**CSFA Title or Funding Source Description**	**Funding Amount**	**State Appropriation Category**
Original Agreement	Department of Environmental Protection	2021-2022	37.039	Statewide Surface Water Restoration and Wastewater Projects	$6,500,000	140047
State Program B	**State Awarding Agency**	**State Fiscal Year[2]**	**CSFA Number**	**CSFA Title or Funding Source Description**	**Funding Amount**	**State Appropriation Category**

Total Award	$6,500,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	LPA0206
Project Title:	Pasco County Handcart Road Water and Wastewater
Grantee Name:	Pasco County
Grantee's Grant Manager:	Robert Marin
Reporting Period:	Select reporting period. Select year.

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Design and Permitting

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 2: Construction

- Progress for this reporting period:
- Identify delays or problems encountered:

Indicate the completion status for the following tasks:

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (Original Ink) Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** UTD22-0012 **DATE:** 10/26/2021

SUBJECT: Agreement No. LPA0206 Standard Grant Agreement – State of Florida Department of Environmental Protection – Pasco County Handcart Road Water and Wastewater; Budget Amendment Journal No. 3; and Recognize Revenue in the Water & Wastewater Capital Fund – $6,500,000.00

REFERENCES: Not Applicable

AGENDA SECTION: Consent Agenda

THRU: Michael Carballa, Assistant County Administrator

FROM: Charles Cullen, Utilities Engineering Director

RECOMMENDED BOARD ACTION:

Approve the Florida Department of Environmental Protection (FDEP) Standard Grant Agreement, Pasco County Handcart Road Water and Wastewater Agreement No. LPA0206 in the amount of $6,500,000.00. Authorize the Chairman to execute one original of the Standard Grant Agreement provided, and direct Board Records to Distribute as set forth under the distribution section below.

Approve Budget Amendment Journal No. 3 in the amount of $6,500,000.00 for Fiscal Year (FY) 2022.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

Pasco County has been awarded through FDEP, $6,500,000.00 to provide water and wastewater infrastructure improvements to stimulate economic growth in the currently underdeveloped area of Pasadena Hills, a portion of central Pasco County.

Pasco County will construct a water and wastewater distribution system including a piping system an d appurtenances, a lift station, restoration, project management, and all work necessary to complete the project as outlined in the Grant Work Plan in Attachment 3 of the Standard Grant Agreement.

The Standard Grant Agreement begins upon execution and expires on March 31, 2024. This grant award does not require any match from Pasco County. This is a cost-reimbursement agreement.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Upon approval of Budget Amendment Journal No. 3, funding in the amount of $6,500,000.00 will be budgeted and available in the Water & Wastewater Capital Fund, Utilities Engineering & Contract Management Department for FY 2022.

DISTRIBUTION:

Board Records to distribute as set forth below:
1. Retain the original Standard Grant Agreement.
2. Electronically to: Joshua Wood, Assistant Director, Public Infrastructure Fiscal and Business Administration Department – jwood@pascocountyfl.net. The Standard Grant Agreement will be sent

electronically to the FDEP and upon execution, a fully executed .pdf will be sent electronically to Board Records.

ATTACHMENT(S):

1. UTD22-0012 FDEP Standard Grant Agreement No. LPA0206 (One Original)
2. UTD22-0012 Budget Amendment Journal No. 3
3. UTD22-0012 Location Map

REVISION/ACCEPTANCE FORM

BOCC MEETING OF: 10/26/2021

AGENDA ITEM #: C42

MEMO FILE #: UTD22-0012

NAME & DEPT: Charles Cullen, P.E. BCEE - Utilities Engineering & Contract Management Director

PHONE NUMBER: 813-235-6189 ext 6977

*****NOTE THE TYPES OF REVISIONS MADE OR DOCUMENTATION LEFT*****

(Page Swap, Revised Memo, Revised Contract/Document, Added Documentation, Received & File Item, Proof of Publication Item, Addendum, Emergency Item)

Original agreement was not sent to Board Records with the agenda memo file.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Pasco County Handcart Road Water and Wastewater**
Agreement Number: **LPA0206**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)
Grantee Name: **Pasco County**
Entity Type: **Local Government**
Grantee Address: **8731 Citizens Dr., New Port Richey, FL 34654**
FEID: **59-6000793** (Grantee)

3. Agreement Begin Date: **Upon Execution**
Date of Expiration: **March 31, 2024**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **Lat/Long (28.2843, -82.2456)**
Project Description: **The Grantee will construct a water and wastewater distribution system along Handcart Rd.**

5. Total Amount of Funding: **$6,500,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	**LP, GAA LI 1607A, FY 21-22, GR**	**$6,500,000.00**
☐ State ☐ Federal		
☐ Grantee Match		
	Total Amount of Funding + Grantee Match, if any:	**$6,500,000.00**

6. Department's Grant Manager
Name: **Sue Leitholf** or successor
Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd., MS 3602
Tallahassee, FL 32399-3000
Phone: **(850) 245-2920**
Email: **Susan.Leitholf@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Robert Marin** or successor
Address: **Pasco County BOCC**
19420 Central Blvd
Land O'Lakes, FL 34637
Phone: **813-929-2755**
Email: **rmarin@pascocountyfl.net**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☑ Attachment 2: Special Terms and Conditions
- ☑ Attachment 3: Grant Work Plan
- ☑ Attachment 4: Public Records Requirements
- ☑ Attachment 5: Special Audit Requirements
- ☐ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☐ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☑ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☑ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements for Grants
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Pasco County **GRANTEE**

Grantee Name

By _____
(Authorized Signature)

APPROVED IN SESSION
OCT 26 2021
PASCO COUNTY BCC

Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____
Secretary or Designee

Date Signed

Trina Vielhauer, Director of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

COUNTY COMMISSIONERS ORGANIZED JUNE 2nd 1887 PASCO COUNTY FLORIDA

Attest

By: _____
Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

APPROVED IN SESSION
OCT 26 2021
PASCO COUNTY BCC

DWRA Additional Signatures

_____
Sue Leitholf, DEP Grant Manager

_____
Sandra Waters, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

27. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0206

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Pasco County Handcart Road Water and Wastewater. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be $200,000 for each person and $300,000 per occurrence.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Additional Terms.

None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Pasco County Handcart Road Water and Wastewater

PROJECT LOCATION: The Project will be located in the Pasadena Hills area within Pasco County; Lat/Long (28.2811, -82.2455). See Figure 1 for a location map.

PROJECT BACKGROUND: The project will provide water and wastewater infrastructure improvements to stimulate economic growth in a currently undeveloped area of Pasadena Hills, a portion of central Pasco County.

PROJECT DESCRIPTION: Pasco County (Grantee) will construct a water and wastewater distribution system including a piping system and appurtenances, a lift station, restoration, project management, and all work necessary to complete the project.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Design and Permitting

Deliverables: The Grantee will complete design of the water and wastewater distribution system and obtain all necessary permits for construction of the project including construction plans and specs.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design (or preconstruction) activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Construction

Deliverables: The Grantee will construct water and wastewater distribution system in accordance with the construction contract documents prepared for the project.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

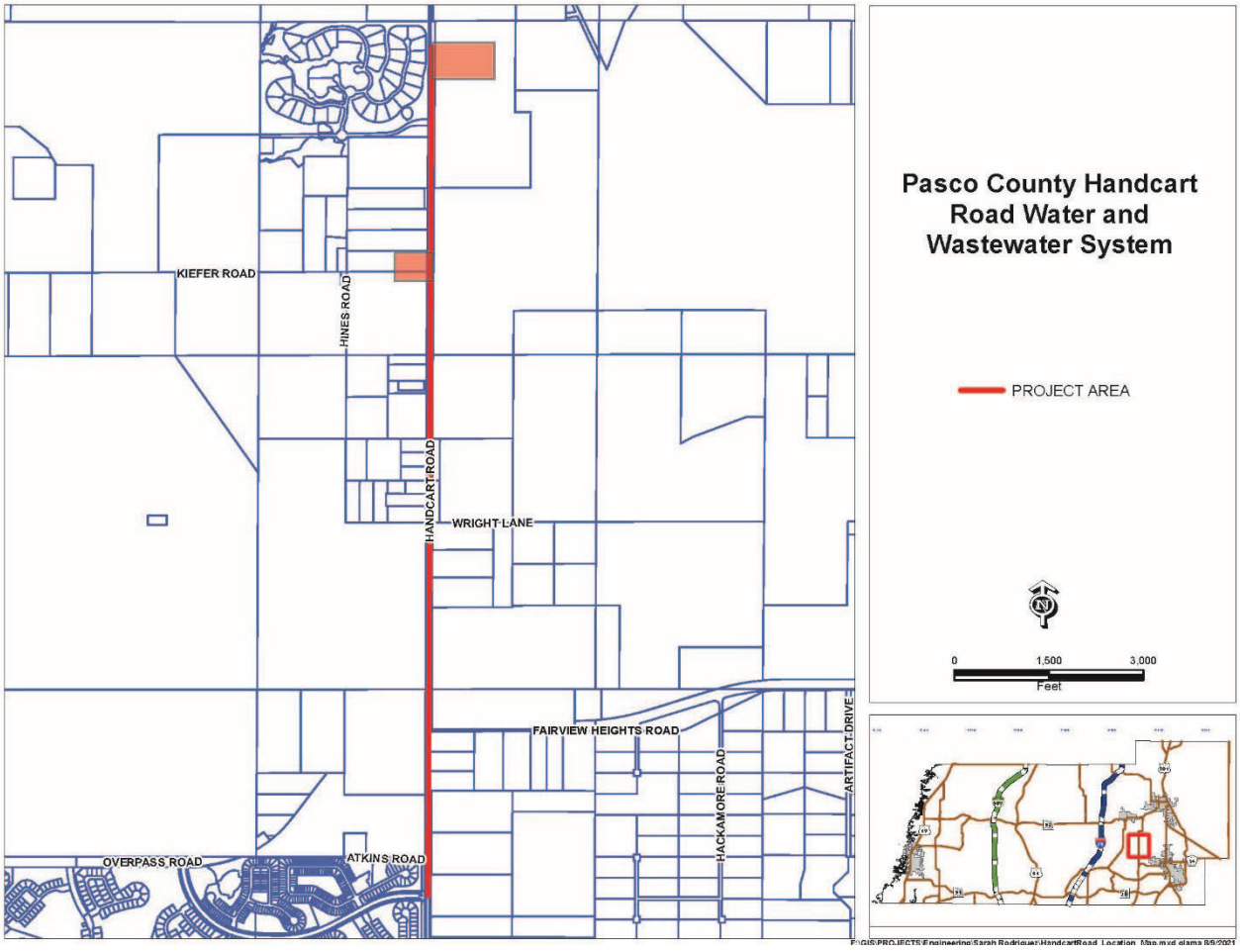
PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	$600,000	07/01/2021	09/30/2023
2	Construction	Contractual Services	$5,900,000	07/01/2021	09/30/2023
		Total:	$6,500,000		

Note: The budget for this project is estimated and subject to change as the project progresses. A change order or amendment is expected to reallocate the budget.

Figure 1. Location Map



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	**State Awarding Agency**	**State Fiscal Year[1]**	**CSFA Number**	**CSFA Title or Funding Source Description**	**Funding Amount**	**State Appropriation Category**
Original Agreement	Department of Environmental Protection	2021-2022	37.039	Statewide Surface Water Restoration and Wastewater Projects	$6,500,000	140047
State Program B	**State Awarding Agency**	**State Fiscal Year[2]**	**CSFA Number**	**CSFA Title or Funding Source Description**	**Funding Amount**	**State Appropriation Category**

Total Award	$6,500,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	LPA0206
Project Title:	Pasco County Handcart Road Water and Wastewater
Grantee Name:	Pasco County
Grantee's Grant Manager:	Robert Marin
Reporting Period:	Select reporting period. Select year.

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Design and Permitting

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 2: Construction

- Progress for this reporting period:
- Identify delays or problems encountered:

Indicate the completion status for the following tasks:

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (Original Ink) Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION / LINE DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND		
2022 01	3	10/01/2021		UT	BUA	BCC 10/26	1	2		
1	24013328	389300	22043	UTIL-HANDCART RD W/WW DISTRIB	PROPRIETARY-ST GRANTS & DON		.00	-6,500,000.00	-6,500,000.00	
	2401-040-410-0000-0000-389300-2201-0000-389300-22043					10/01/2021				
2	24013168	380300		PROPRIETARY NON-OPERATING SRC	BUDGETED RET EARNINGS (NO AFR-)		236,686,706.00	6,500,000.00	230,186,706.00	
	2401-040-400-0000-0000-389000-0000-0000-380300-					10/01/2021				
3	24095020	563000	22043	HANDCART RD W/WW DISTRIB	IMPROVEMENTS OTHER THAN BLDGS		.00	6,500,000.00	6,500,000.00	
	2409-040-410-0000-0000-536 -2201-0000-563000-22043					10/01/2021				
4	24095020	566951		HANDCART RD W/WW DISTRIB	CONTRA CAPITAL EXPENSE		.00	-6,500,000.00	-6,500,000.00	
	2409-040-410-0000-0000-536 -2201-0000-566951-					10/01/2021				
					** JOURNAL TOTAL			0.00		

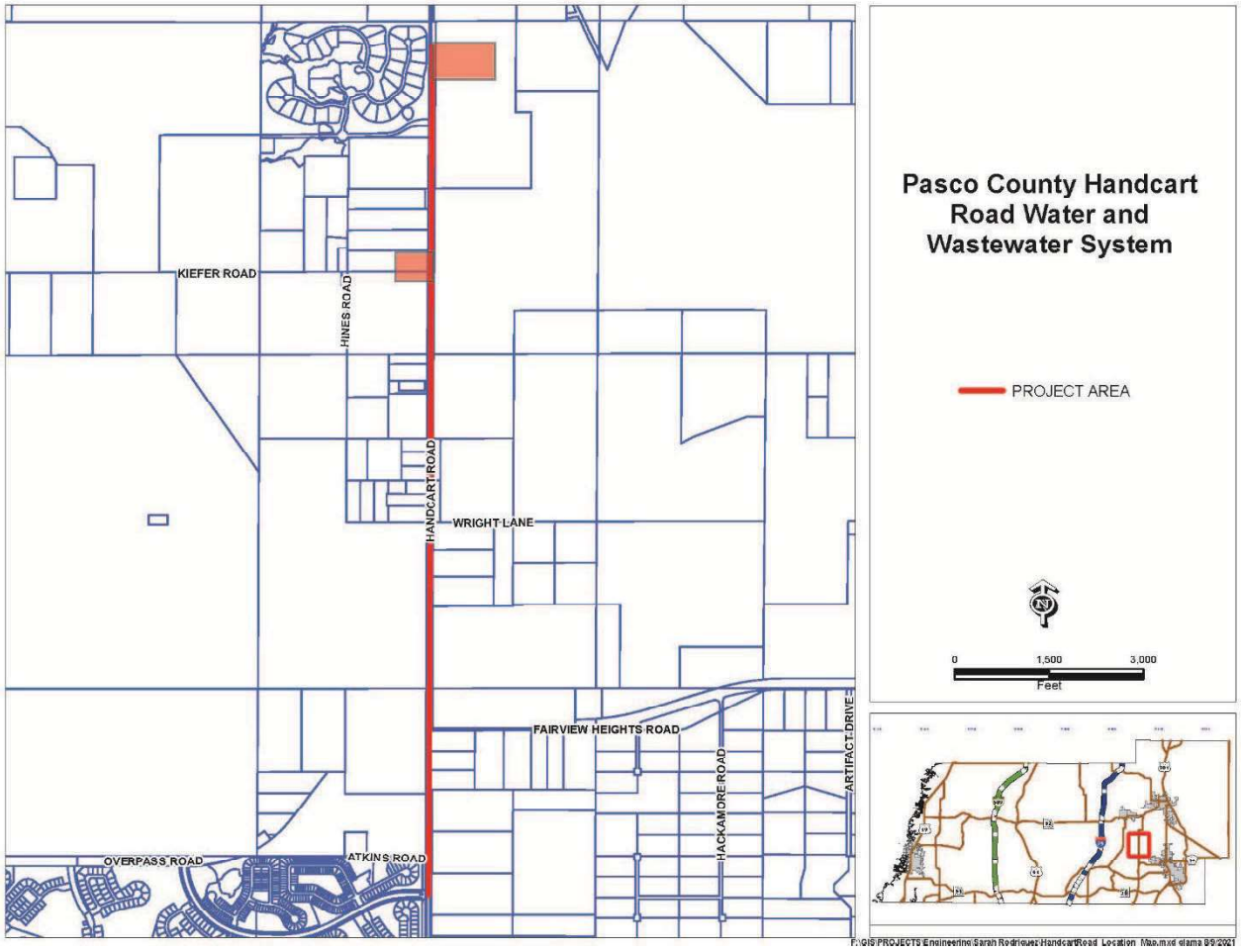
CLERK: htoner

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2022 1 3									
BUA 24013328-389300-22043					PROPRIETARY-ST GRANTS & DON	5			6,500,000.00
10/01/2021	BCC 10/26		UT						
BUA 24013168-380300					BUDGETED RET EARNINGS (NO AFR)	5		6,500,000.00	
10/01/2021	BCC 10/26		UT						
BUC 24095020-563000-22043					IMPROVEMENTS OTHER THAN BLDGS	5		6,500,000.00	
10/01/2021	BCC 10/26		UT	A					
BUC 24095020-566951					CONTRA CAPITAL EXPENSE	5			6,500,000.00
10/01/2021	BCC 10/26		UT	A					
					JOURNAL 2022/01/3 TOTAL			.00	.00

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
				FUND TOTAL	.00	.00

** END OF REPORT - Generated by Heather T. Toner **

Figure 1. Location Map



Pasco County, FL LIVE

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / OBJECT / PROJ	ORG DESCRIPTION / ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT	LINE DESCRIPTION	EFF DATE			
1	10060680 563000 22033	ORG 10060680 / Improvements Other Than Bldgs	5,000,000.00	-5,000,000.00	.00	
	2409-41505-533000-563000-22033-0000-000000-000-0000	REDUCE PROJECT BUDGET	01/31/2023			
2	10060680 563005 22033	ORG 10060680 / IOTB-Design	750,000.00	-750,000.00	.00	
	2409-41505-533000-563005-22033-0000-000000-000-0000	REDUCE PROJECT BUDGET	01/31/2023			
3	10060680 565087 00000	ORG 10060680 / Contra Capital Expense	-47,399,821.14	5,750,000.00	-41,649,821.14	
	2409-41505-533000-565087-00000-0000-000000-000-0000	INCREASE CONTRA ACCT	01/31/2023			
4	10060680 565087 00000	ORG 10060680 / Contra Capital Expense	-47,399,821.14	-1,800,000.00	-49,199,821.14	
	2409-41505-533000-565087-00000-0000-000000-000-0000	DECREASE WTR CONTRA ACCT	01/31/2023			
5	24415010 563000 22043	UT Water Connection Fees / Improvements Other Than Bldgs	.00	1,800,000.00	1,800,000.00	
	2409-41505-536000-563000-22043-0000-000000-000-0000	INCREASE PROJECT BUDGET	01/31/2023			
6	10060690 565087 00000	ORG 10060690 / Contra Capital Expense	-118,120,335.46	-757,500.00	-118,877,835.46	
	2409-41510-535000-565087-00000-0000-000000-000-0000	DECREASE WW CONTRA ACCT	01/31/2023			
7	24415130 563000 22043	UT Wastewater Cxn Fees / Improvements Other Than Bldgs	.00	757,500.00	757,500.00	
	2409-41510-536000-563000-22043-0000-000000-000-0000	INCREASE PROJECT BUDGET	01/31/2023			
		** JOURNAL TOTAL		0.00		

YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND

2023 04 1962 01/31/2023 VOPH BUA BCC 2/21 1 1

Report generated: 01/23/2023 11:21
User: alarramore
Program ID: bgamdent

Pasco County, FL LIVE

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: alarramore

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2023 4 1962					
BUA 2409-41505-533000-563000-22033-0000-000000-000-0000 01/31/2023 BCC 2/21 VOPH	Improvements Other Than Bldgs REDUCE PROJECT BUDGET	5			5,000,000.00
BUA 2409-41505-533000-563005-22033-0000-000000-000-0000 01/31/2023 BCC 2/21 VOPH	IOTB-Design REDUCE PROJECT BUDGET	5			750,000.00
BUA 2409-41505-533000-565087-00000-0000-000000-000-0000 01/31/2023 BCC 2/21 VOPH	Contra Capital Expense INCREASE CONTRA ACCT	5		5,750,000.00	
BUA 2409-41505-533000-565087-00000-0000-000000-000-0000 01/31/2023 BCC 2/21 VOPH	Contra Capital Expense DECREASE WTR CONTRA ACCT	5			1,800,000.00
BUC 2409-41505-536000-563000-22043-0000-000000-000-0000 01/31/2023 BCC 2/21 BC2/21	Improvements Other Than Bldgs INCREASE PROJECT BUDGET	5		1,800,000.00	
BUA 2409-41510-535000-565087-00000-0000-000000-000-0000 01/31/2023 BCC 2/21 BC2/21	Contra Capital Expense DECREASE WW CONTRA ACCT	5			757,500.00
BUC 2409-41510-536000-563000-22043-0000-000000-000-0000 01/31/2023 BCC 2/21 VOPH	Improvements Other Than Bldgs INCREASE PROJECT BUDGET	5		757,500.00	
				.00	.00
BUA 2409-00000-000000-2C2000-00000-0000-000000-000-0000 01/31/2023 BCC 2/21 VOPH	Appropriations			2,557,500.00	
BUA 2409-00000-000000-2C6000-00000-0000-000000-000-0000 01/31/2023 BCC 2/21 VOPH	Budgeted Fund Bal Unreserved				2,557,500.00
BUC 2409-00000-000000-2C2000-00000-0000-000000-000-0000 01/31/2023 BCC 2/21 VOPH	Appropriations				2,557,500.00
BUC 2409-00000-000000-2C6000-00000-0000-000000-000-0000 01/31/2023 BCC 2/21 VOPH	Budgeted Fund Bal Unreserved			2,557,500.00	
	SYSTEM GENERATED ENTRIES TOTAL			5,115,000.00	5,115,000.00
	JOURNAL 2023/04/1962 TOTAL			5,115,000.00	5,115,000.00

Pasco County, FL LIVE

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
2409 Water & WW Capital Imp Project	2023	4	1962	01/31/2023			
2409-00000-000000-2C2000-00000-0000-000000-000-0000					Appropriations	2,557,500.00	
2409-00000-000000-2C2000-00000-0000-000000-000-0000					Appropriations		2,557,500.00
2409-00000-000000-2C6000-00000-0000-000000-000-0000					Budgeted Fund Bal Unreserved	2,557,500.00	
2409-00000-000000-2C6000-00000-0000-000000-000-0000					Budgeted Fund Bal Unreserved		2,557,500.00
					FUND TOTAL	5,115,000.00	5,115,000.00

** END OF REPORT - Generated by Ashley Larramore **

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** PDD23-0005 **DATE:** 10/25/2022

SUBJECT: Villages of Pasadena Hills - Global Funding and Escrow Agreement

REFERENCES: All Pasadena Hill Planning and Policy Committee (PHPPC), and Board of County Commissioners (BCC) public hearings at 1:30 p.m in New Port Richey (NPR) or Dade City (DC): VOPH PPC in DC: 8/17/22 - BCC in NPR: 10/25/22.

AGENDA SECTION: Consent Agenda

THRU: Sally Sherman, Assistant County Administrator

FROM: Nectarios Pittos, Planning and Development Director

RECOMMENDED BOARD ACTION:

Approve the VOPH Global Funding and Escrow Agreement. Authorize the Chairman to execute the Agreement, and direct Board Records to distribute as set forth under the Distribution Section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

To provide infrastructure for the Villages of Pasadena Hills special planning area, Pasco County and the Co-Developers have mutually agreed to enter into this agreement to induce the Co-Developers and their designated Villages of Pasadena Hills (VOPH) MPUD Owner(s) to privately fund, design, permit, and construct designated roadway and utilities infrastructure projects within the VOPH special planning area. In exchange, said constructing parties who fund the designated infrastructure improvements will receive VOPH Transportation Development Fee and Utility Surcharge Fee Credits consistent with the provisions of the VOPH Financial Plan.

Roadway Infrastructure Projects

Each VOPH-MPUD project is assigned specific projects they will have to design, permit, and construct. Each project will be built to the conditions outlined within the MPUD process. Any change in the obligations of the MPUD must be approved by the County Administrator and relevant Co-Developer as an administrative amendment to this agreement. Currently, The VOPH-MPUDs in this agreement will be responsible for designated segments of the following roads:

- Handcart Road (Primary Road)
- Keifer Road (Primary Road)
- Highland Boulevard (Intermediate Road)
- Tyndall Road (Intermediate Road)
- Prospect Road (Intermediate Road)
- New River Boulevard (Intermediate Road)

Transportation Development Fee Credits

The Designated MPUDs anticipate pre-funding the improvements for each MPUD. Once a deposit is made into the VOPH Roadway Escrow account (a segregated account managed by the Financial Escrow Agent), the County will then provide VOPH Transportation Fee Credits to the applicable Co-Developer or MPUD Owner. Within 45-days after the Financial Escrow Agent confirms funds have been deposited into the VOPH Roadway Escrow Account, the County will issue credits. These credits cannot be used on the VOPH External Improvement Fee or Administrative Fee-these fees

must be paid in cash.

Intermediate Roadway Credits
The 2022 VOPH Financial Plan update (also scheduled for consideration by the BCC on 10/25) if adopted, will provide roadway fee credits for all intermediate roadways (based on a partial allocation of the existing tax increment previously approved in VOPH). This would make both primary and intermediate roads creditable within VOPH and will encourage needed roadway construction within VOPH.

Utility Infrastructure Projects
The County has entered into a grant agreement with the State of Florida Department of Environment Protection (DEP) for designated utility projects within VOPH and desires the Co-Developers to be the constructing entity for the DEP Grant Project. As the constructing entity, the Co-Developers also shall design, permit, and construct additional VOPH Master Utility Projects within this agreement. The funding for any excess costs for the County Master Utility Projects beyond the $6.5 million DEP Grant reimbursement amount will be the subject of a Supplemental Agreement between PCUD and the Co-Developers.

County Master Utility Projects
1. Handcart Road Master Potable Water Transmission Line Extension & Appurtenances (also known as the Main Potable Water System Extension)
2. Handcart Road Main Sanitary Sewer Collection System Extension (also known as the Handcart Main Sanitary Sewer Transmission Line)

Developer Utility Projects
Developers will also be responsible for additional utility projects, which will include: potable water, wastewater, and reclaimed water transmission lines and are located in the following road segments:

- Handcart Road
- Keifer Road
- Highland Boulevard
- Tyndall Road
- New River Boulevard

VOPH Utility Projects Funding and Surcharge Fee Credits
VOPH Utility Surcharge Fees and Credits will work similarly to the Transportation Development Fee Credits, except that utility credits apply only to utility surcharges and not to base utility connection fees.

Supplemental Agreements
This agreement contemplates the negotiation for two additional supplemental agreements: (1) the PCUD Supplemental Agreement for any excess costs for the County Master Utility Projects beyond the DEP Grant amount (see above), and (2) a potential agreement between PDD and the Co-Developers to facilitate review of public roadway construction plans through third-party outsourcing to qualified engineering review consultants (subject to BCC approval).

VOPH Planning and Policy Committee Recommendation
On August 17, 2022, the VOPH Planning and Policy Committee recommended approval of the VOPH Global Funding and Escrow Agreement to the Board of County Commissioners.

This memo was prepared by Gavin Covey, Project Coordinator III.

FISCAL IMPACT/COST/REVENUE STATEMENT:

With the exception of the County Master Utility Projects (which will be addressed by supplemental agreement), all funding of the required roadway and utility projects, and all funding for the Financial Escrow Agent and Engineer Verification Agent, will be provided by the applicable Co-Developer(s) or MPUD Owner(s) in exchange for applicable Transportation Development Fees and Utility Surcharge Fee Credits.

DISTRIBUTION:

Board Records Department to distribute as set forth below.

1. Retain 1 original
2. 2 originals back to Joel Tew

   Joel R. Tew, Esquire
   35595 U.S., Highway 19, North
   #921
   Palm Harbor, FL 34684

3. Electronically to:

   Joel Tew - JTew@tewlaw.us
   Mark Metheny - mmetheny@westbaytampa.com
   Beth Bradburn - bbradburn@westbaytampa.com
   Mike Galvin - mike@galvincompany.com
   Wilhelm Nunn - wnunn@westbaytampa.com
   Bill Oliver - bill@weo-pe.com
   Robert Gidel - rob.gidel@phelps.com
   David Goldstein – dgoldstein@pascocountyfl.net
   Ernie Monaco – emonaco@pascocountyfl.net

ATTACHMENT(S):

1. PDD23-0005 VOPH Global Funding and Escrow Agreement (1)

cc:SS/NP/DG/EM

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

October 28, 2022

Joel R. Tew, Esquire
35595 U.S., Highway 19, North
#921
Palm Harbor, FL 34684

RE: Global Funding and Escrow Agreement
C15 PDD23-0005

Dear Sir/Madam:

At the Pasco County Board of County Commissioners meeting of October 25, 2022, the above mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Agenda", click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Jessica L Popplewell

Jessica L Popplewell
Records Clerk I, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

Popplewell, Jessica

From: Popplewell, Jessica
Sent: Friday, October 28, 2022 8:45 AM
To: 'JTew@tewlaw.us'; 'mmetheny@westbaytampa.com'; 'bbradburn@westbaytampa.com'; 'mike@galvincompany.com'; 'wnunn@westbaytampa.com'; 'bill@weo-pe.com'; 'rob.gidel@phelps.com'
Cc: Schmidt, Donalee; Egbert, Shannon; 'David Goldstein'; Ernest D. Monaco (emonaco@pascocountyfl.net)
Subject: BCC 10-25-2022 - C15 PDD23-0005 - Villages of Pasadena Hills - Global Funding and Escrow Agreement
Attachments: BCC 10-25-2022 - C15 PDD23-0005 - Executed Agreement.pdf

Good morning,

At the Pasco County Board of County Commissioners meeting of October 25, 2022, the above mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Agenda", click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

PLEASE REPLY TO ALL

Jessica L Popplewell
Records Clerk I
Deputy Clerk
Board Records Division

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller
East Pasco Government Center
14236 6th Street, Suite 201
Dade City, Fl 33525
(352) 521-4274 ext. 4340
jpopplewell@pascoclerk.com

#ServeAndConnect

FUNDING & ESCROW AGREEMENT
FOR ROADWAYS & UTILITIES CAPITAL INFRASTRUCTURE
VILLAGES OF PASADENA HILLS (VOPH)
DESIGNATED VOPH-MPUD PROJECTS

VOPH Master Development Company, LLC
& Galvin Land Services, LLC

THIS FUNDING & ESCROW AGREEMENT (the "**Agreement**") is made and entered into effective as of the Effective Date (as defined herein), by and between **PASCO COUNTY, FLORIDA,** a political subdivision of the State of Florida ("**Pasco County**" or the "**County**"), by and through its Board of County Commissioners, the governing body thereof, and **VOPH Master Development Company, LLC,** a Florida limited liability company ("**VOPH Master**"), whose address is 4065 Crescent Park Drive, Riverview, FL 33578, and **Galvin Land Services, LLC**, a Florida limited liability company ("**Galvin**"), whose address is 121 Snell Isle Blvd., St. Petersburg, FL 33704 (VOPH Master and Galvin also are referred to herein as the "**Co-Developers**" and each may be referred to herein as a "**Developer**" where the context requires), and is joined in by the individual MPUD applicant entities identified herein, their successors and assigns, as third-party beneficiaries only (individually a "**VOPH-MPUD Owner**" or jointly the "**VOPH-MPUD Owners**"), with reference to the following matters:

RECITALS

A. The County previously established the Villages of Pasadena Hills ("**VOPH**") as a special planning area, including the creation of a Dependent Special District (the "**District**") and establishment of a Stewardship District Ordinance, VOPH Financial Plan, VOPH Master Utility Plan, VOPH Master Roadway Plan, and specific Land Development Code ("**LDC**") regulations applicable to VOPH (as previously or hereafter amended, collectively the "**VOPH Enabling Documents").**

B. In order to provide substantial VOPH master infrastructure facilities required for the commencement of development and thereby to secure a material portion of the anticipated VOPH master infrastructure capital improvements contemplated by the VOPH Financial Plan,, the Co-Developers and the County mutually desire to enter into this Agreement to facilitate the implementation of portions of the VOPH Financial Plan, VOPH Master Utility Plan, and VOPH Master Roadway Plan for a designated number of VOPH-MPUD projects anticipated to commence near-term development on a phased basis (as now or hereafter identified pursuant to this Agreement, the "**Designated VOPH-MPUDs**").

C. The County has entered into a State of Florida Department of Environmental Protection (DEP) Standard Grant Agreement, LPA0206, which provides $6,500,000 on a reimbursement basis for the Handcart Road Water and Wastewater Project.

D. Consequently, this Agreement is intended to specify certain infrastructure and other commitments required to support the respective, Designated VOPH-MPUDs, and the process and conditions for implementation of such capital infrastructure improvements by either Co-Developer as the Constructing Entity (defined below) for the applicable VOPH-MPUD Owner(s) or the County, as applicable.

E. With respect to any VOPH-MPUD already owned by a Co-Developer, this Agreement shall be immediately applicable thereto. However, this Agreement shall apply to and govern the ownership and future development of the other Designated VOPH-MPUDs only if and as of the date the designated VOPH-MPUD Owner(s) acquire record title to the applicable VOPH-MPUD land. This Agreement shall not encumber or otherwise cloud the title to any Designated VOPH-MPUD land until such time as the designated VOPH-MPUD Owner, its successor or assign, acquires record title to same and notice is provided by the applicable Developer to the County pursuant to Section 3.a., below.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth herein, the County and the Developer agree as follows:

AGREEMENT

1. **Recitals & Exhibits**. The above recitals are true and correct, and together with all exhibits hereto, are incorporated by reference herein and made a part of this Agreement.

2. **Intent & Purpose.** It is the intent and purpose of this Agreement to induce the Co-Developers and the applicable VOPH-MPUD Owner(s) to fund, design, permit and construct certain VOPH master roadway and master utility infrastructure projects, in exchange for certain VOPH Transportation Credits and Utility Credits (as defined herein and collectively the "**VOPH Fee Credits**"). Consequently, this Agreement provides for (i) certain procedures that will enhance the development feasibility of VOPH and facilitate future regulatory approvals and permit issuance for the designated master infrastructure work, (ii) specifically identified Developer and VOPH-MPUD Owner commitments for certain master public infrastructure to support VOPH, (iii) the process for funding the costs for the designated public infrastructure improvements and for the verification, issuance and use of the applicable VOPH Fee Credits, and (iv) the earmark, allocation and use of certain State of Florida funding provided to the County for the Handcart Road County Utility Project (as defined herein).

3. **Designated VOPH-MPUDs; Public Infrastructure Permitting.**

   a. **Designated VOPH-MPUDs; Applicability**. The initial VOPH-MPUDs which shall be governed by this Agreement (the "**Designated VOPH-MPUDs**") and their respective, contemplated VOPH-MPUD Owner entities are set forth on **Exhibit A** hereto. The listed VOPH-MPUD Owner(s) are either fee simple record owners or contract vendees having an equitable ownership interest in the respective Designated VOPH-MPUD. As stated in Recital D, above, this Agreement shall not apply to or otherwise bind any Designated VOPH-MPUD unless and until (i) said VOPH-MPUD is approved by the County and (ii) the applicable VOPH-MPUD Owner, or its successor or assign as designated by the applicable Developer, acquires record title to such VOPH-MPUD and provides written notice of such closing date of record to the County pursuant to this Agreement. The applicable Developer and the County Administrator (or Designee) by mutual agreement also shall have the right to identify additional VOPH-MPUDs as a Designated VOPH-MPUD under this Agreement, in which event the County Administrator or the County Administrator's Designee shall add such additional Designated VOPH-MPUDs (with applicable designated master roadway and/or utility infrastructure) by administrative amendment to this Agreement. The applicable Developer for such VOPH-MPUD shall provide notice to the County

Administrator or the County Administrator's Designee, including a copy of the recorded deed, when this Agreement is activated by record ownership for the respective Designated VOPH-MPUDs. Nothing in this Agreement shall obligate the BCC to approve any specific MPUD listed on Exhibit A or subsequently added to this Agreement as set forth above, which MPUD rezoning approval(s) remain subject to normal County process and requirements.

b. **Master Public Infrastructure Approvals and Permits.** Pasco County shall accept and process pursuant to the Land Development Code the applications for all Pasco County approvals, permits, and permit modifications reasonably necessary for the design, permitting and/or construction of any public infrastructure or related matters covered by this Agreement. Without limiting the foregoing, the anticipated construction plan and permit review is expected to include the following matters to the extent they are related to the matters set forth in this Agreement:

i. **VOPH Master Roadway Plan improvements;**

ii. **VOPH Master Utility Plan improvements;**

iii. **Alternative Vehicle (AV) or other Alternative Transportation Network improvements to the extent part of the Master Roadway Plan improvements;**

iv. **Storm Water System plans, permits and construction related to master roadway or master utilities infrastructure;**

v. **Wetland and/or flood plain impact/compensation, and other mitigation plans, permits, and construction related to master roadway or master utilities infrastructure; and**

vi. **Mass Grading and/or Right-of-Way Use permits to implement any of the foregoing items**

c. **Public Infrastructure Plan Review Process**. Subject to mutual approval by the Planning & Development Department (PDD) and the Co-Developer(s), the plans and permit applications submitted for the public roadway infrastructure pursuant to this Agreement, if submitted as stand-alone plans (not combined with internal subdivision plans), may be outsourced to a qualified third-party engineering consultant (the "**Road Plan Review Consultant**"). Such supplemental agreement is subject to mutual agreement between PDD and the Co-Developer(s) and may include the following: (i) the timeline and costs for the initial third-party review by the Road Plan Review Consultant; (ii) the timeline and review fees for final County review and approval after submittal by the Road Plan Review Consultant; and (iii) the potential award of VOPH Planning & Review Administrative Fee credits to the Co-Developer(s) for the Road Plan Review Consultant expenses (and subject to BCC approval, if legally required). Any such Road Plan Review Consultant process shall not apply to any internal VOPH-MPUD subdivision improvement plans or infrastructure plans which are combined with internal subdivision improvement plans, which shall be subject to standard review process by applicable County departments. All public utilities infrastructure plans and permit applications shall be processed exclusively by PCUD as set forth in Section 5.g., below, of this Agreement.

4. **Designated Master Roadway Pipeline Projects; Phasing Plan; Funding Process; Escrow Arrangement; VOPH Transportation Development Fee Credits.**

a. **Initial Designated Master Roadway Plan Pipeline Projects; Additional Projects.** The County and the Co-Developers have agreed on the initial "**Designated Master Roadway Pipeline Projects**" identified on **Exhibit B-1** hereto, which also are graphically depicted on **Exhibit B-2** hereto. The initial Designated Master Roadway Pipeline Projects identified on Exhibits B-1 and B-2 are allocated and linked to the respective Designated VOPH-MPUD which has been obligated or will be obligated to design, permit, and construct the respective Master Roadway Pipeline Improvement(s), pursuant to its VOPH-MPUD County approval process for each such VOPH-MPUD. The list of roadway obligations identified in Exhibit B-1 and B-2 are subject to change as a result of the VOPH-MPUD review and approval process; in the event that any such obligations change, the County Administrator and specified Co-Developer(s) shall approve administrative amendments to Exhibit B-1 and B-2 to conform this Agreement to the approved VOPH-MPUD conditions of approval, and provide copies of the amended Exhibits to the Engineer Verification Agent and Financial Escrow Agent. Either Co-Developer shall have the right to designate, subject to approval by the County Administrator or the County Administrator's Designee, additional Designated Master Roadway Pipeline Projects identified within and linked to additional Designated VOPH-MPUDs owned or controlled by such Co-Developer, in which event such additional Designated VOPH-MPUDs and the respective additional linked Designated Master Roadway Pipeline Projects shall be added to this Agreement by administrative amendment executed by the County Administrator or designee and the specified Co-Developer (with copies provided to the Engineer Verification Agent and Financial Escrow Agent), and joined in by such additional Designated VOPH-MPUD as a third-party beneficiary of this Agreement.

b. **Phasing Plan; Subsequent Revisions.** The County and the Co-Developers have agreed on the "**Initial Phasing Plan for Designated Master Roadway and Developer Utility Pipeline Projects**" set forth on **Exhibit C** hereto. The sequencing for the individual VOPH-MPUD roadway projects may change or overlap, such projects may be designed, permitted or constructed in phases, and concurrent or combined roadway project design, permitting and/or construction may occur in the sole discretion of either Co-Developer; however, the applicable Co-Developer shall meet the "Initial Commencement Date" for each such roadway project phase as set forth on Exhibit C and shall complete each project phase by not later than the completion date set forth for each such roadway project phase on Exhibit C, subject to Force Majeure (as defined in Section 13.v. of this Agreement). In addition, the phasing plan for the individual pipeline projects may be modified by the applicable Co-Developer with the consent of the County Administrator or the County Administrator's Designee, through administrative amendment to the applicable exhibits to this Agreement, provided that (a) the functionality of the VOPH roadway capacity intended to serve the applicable Designated VOPH-MPUD at such time is not adversely impacted by such modifications (as reasonably determined by the County Administrator or his/her Designee), and (b) copies of the amended phasing plan are provided to the Engineer Verification Agent and Financial Escrow Agent. The County acknowledges and agrees that the Co-Developers shall not be required to be the Constructing Entity or otherwise responsible for any roadway segments or other transportation improvements related to

any County roadway project or to any other development project which is not a Designated VOPH-MPUD initially or hereafter identified by a Co-Developer as owned or controlled by such Co-Developer, pursuant to this Agreement. With respect to any Designated Master Roadway Pipeline Project identified by this Agreement or subsequently designated as authorized above, either Co-Developer (or its designee) shall have the right upon thirty (30) days' prior written notice to the Engineer Verification Agent, the Financial Escrow Agent, the County and the other Co-Developer to assume responsibility for funding, design, permitting and construction thereof in the event (i) the Co-Developer or Designated VOPH-MPUD Owner originally assigned such roadway pipeline project fails to pursue same as and when required by this Agreement or (ii) the roadway pipeline project otherwise becomes necessary to serve another Designated VOPH-MPUD Project at an earlier date, due to actual project development sequencing within VOPH. In such case the Co-Developer or Designated VOPH-MPUD Owner which actually provides the funding to the Roadway Escrow Account or otherwise designs, permits, constructs and pays for the roadway pipeline shall receive the Transportation Credits for such roadway pipeline under this Agreement.

c. **Prepayment of VOPH Roadway Pipeline Project Costs; Alternative Funding Options.** The Co-Developers' initial funding mechanism for the Designated Master Roadway Pipeline Projects is intended to be the pre-payment of projected costs for each such Designated Master Roadway Pipeline Project as allocated to each Designated VOPH-MPUD, pursuant to the funding schedule set forth in Section 4.e., below, in exchange for the "Transportation Credits" as defined in Section 4.f. below. Such Co-Developer pre-payment of projected roadway pipeline costs or other Alternative Funding Source (defined below) may occur at any time prior to the funding schedule deadlines set forth in Section 4.e., below, and Exhibit C, in the discretion of the applicable Co-Developer or the applicable VOPH-MPUD Owner. All such prepaid amounts shall be earmarked and deposited by the "Financial Escrow Agent" (defined below) directly into the "VOPH Roadway Escrow Account" as provided in Section 4.d., below, and held, disbursed, and administered as required by this Agreement. Either Co-Developer also may elect in its discretion, in whole or in part, to fund the VOPH Roadway Escrow Account through Community Development District (CDD) funding in accordance with applicable law, capital funding from the Co-Developer and/or the applicable VOPH-MPUD Owner(s), or other private funding sources (jointly and severally the "**Alternative Funding Source**"). The initial funding amounts for the respective Developer Master Roadway Pipeline Projects shall be based upon (i) the project engineer's opinion of probable cost ("OPC") for each respective pipeline project, inclusive of design, permitting, construction, testing/inspection, and other construction contract costs, (ii) a pre-deposit for the aggregate Financial Escrow Agent fees and the aggregate Engineer Verification Agent fees for the first three (3) year period commencing with the first such escrow deposit under this Agreement (a 3-year total of $140,000 for the Financial Escrow Agent fees and a 3-year total of $337,842 for the Engineer Verification Agent fees), and (iii) any other known or anticipated costs (such as any applicable right-of-way acquisition costs), but subject to subsequent reconciliation and adjustment when the final, selected contract bid(s) are received for each applicable pipeline project. The Developer shall provide any additional funding to the Financial Escrow Agent that is required to pay the actual costs incurred for each applicable Developer Master Roadway Pipeline Project, if the initial deposit of funds for such project are not sufficient. Any funds deposited into the VOPH Roadway Escrow Account by a Co-Developer or any Designated VOPH-MPUD,

whether from pre-paid roadway pipeline costs or any Alternative Funding Source, shall be governed by this Agreement. The County shall not be required to contribute to the VOPH Roadway Escrow Account.

d. **VOPH Roadway Escrow Account.** The Financial Escrow Agent shall establish a segregated escrow account for the private funding provided by the Co-Developers and/or the Designated VOPH-MPUD Owner(s) pursuant to Section 4.c., above, for the exclusive purpose of funding the Designated VOPH Master Roadway Pipeline Projects identified in this Agreement from time to time (the "**VOPH Roadway Escrow Account**"). The funds deposited into the VOPH Roadway Escrow Account shall not be commingled with any other funds nor any funds related to any other developer's projects or any other VOPH developer(s) or VOPH-MPUD ownership entities not initially or hereafter identified and included by the Co-Developers under this Agreement. However, the County reserves the right to make other, independent business arrangements with other developers or owners within VOPH for other roadway improvements required for unrelated VOPH-MPUDs not owned, controlled by, or affiliated with the Co-Developers, in the sole discretion of the County. However, any such unrelated projects shall be governed by separate agreement(s) between the County and such unrelated developer(s) and the VOPH Roadway Escrow Account required herein shall be utilized and administered by the Financial Escrow Agent solely for the Co-Developer's Designated VOPH Master Roadway Pipeline Projects as set forth in this Agreement.

e. **VOPH Roadway Escrow Account Funding Schedule**. The Co-Developers anticipate closing on the respective VOPH-MPUD projects over time; therefore, the required funding schedule for the respective Designated Master Roadway Pipeline Project(s) which are linked to each separate Designated VOPH-MPUD, shall be based upon the schedule set forth in **Exhibit C** as to each Designated VOPH-MPUD. By way of clarification, in the event either Co-Developer or its designated VOPH-MPUD Owner fails to fund the VOPH Escrow Account when required pursuant to Exhibit C, then: (i) no Transportation Credits (defined below) shall be awarded to such Co-Developer for such VOPH-MPUD unless and until such funding occurs, and (ii) the applicable Master Roadway Pipeline Project(s) which are linked to such VOPH-MPUD pursuant to each respective VOPH-MPUD approval, shall remain an obligation of such VOPH-MPUD Owner in order for development to proceed for such VOPH-MPUD, unless such project(s) first is/are constructed by others pursuant to any separate VOPH-MPUD approvals by the County. If the applicable Co-Developer or its Designated VOPH-MPUD Owner does not pre-fund the VOPH Roadway Escrow Account for a designated roadway pipeline project as contemplated herein, then no Transportation Credits for such roadway pipeline until such construction is completed and costs are verified pursuant to this Agreement. All final Transportation Fee Credits shall be verified and reported by the Engineering Verification Agent and the Financial Escrow Agent pursuant to the terms of this Agreement and shall be adjusted as required when confirmed and ratified by the County pursuant to Section 6 below.

f. **VOPH Transportation Development Fee Credits; Use and Assignment.** As a material inducement for the Co-Developers and the Designated VOPH-MPUD Owners to enter into this Agreement and to fund the VOPH Roadway Escrow Account, the County agrees that the applicable Co-Developer (or its designee in its sole discretion) shall receive VOPH Transportation Development Fee Credits (the "**Transportation Credits**") for a portion (as specified below) of the initial deposits with the Financial

Escrow Agent, which Transportation Credits shall be issued by the County within forty-five (45) days of the date that the Financial Escrow agent confirms to the County that funds have been deposited into the VOPH Roadway Escrow Account, so that the Transportation Credits shall thereafter be immediately usable and assignable by the Co-Developer and its designee(s). The Co-Developers and their respective designee(s) shall be allowed to use and/or assign the Transportation Credits (i) against applicable VOPH Transportation Development Fees (both base mobility fees and surcharges, if any) for any Designated VOPH-MPUD, (ii) by and through registration on the VOPH Fee Credit Registry pursuant to the County's adopted policies applicable thereto, and/or (iii) for private sale and assignment to any other VOPH owners, developers, builders, CDDs, or other persons or entities within VOPH not included within this Agreement, in the sole discretion of the Co-Developer or its designee(s). Pursuant to the VOPH Enabling Documents, however, the Transportation Credits shall not be used against the VOPH External Improvements Fee (which includes the SIS and Transit portions) or the Administrative Fee portion of the applicable VOPH base mobility fees, which must be paid to the County in cash by the applicable VOPH-MPUD developer(s) or builder(s). With respect to the issuance of the Transportation Credits to the applicable co-Developer (or its designee) as provided herein, upon the deposit of the Co-Developer's or VOPH-MPUD Owner(s)' funds into the VOPH Roadway Escrow Account, Transportation Credits shall be issued by the County to the Co-Developer or its designee for ninety percent (90%) of such amount tendered, as the "Interim Credit Amount." Once the Financial Escrow Agent confirms to the County the amount and owner of the Interim Credit Amount, the County shall create a Transportation Credit account for such owner for the Interim Credit Amount. Thereafter, Transportation Credits up to the Interim Credit Amount shall be usable or assignable by the Co-Developer or its designee. At any time after funding for a specific project in the VOPH Roadway Escrow Account, the Co-Developer shall submit documentation to revise the amount so required for the applicable project, based upon receipt of either an updated OPC, revised bid amount, or interim contract change. In the event of such interim adjustment, the amount(s) required to be funded into the VOPH Roadway Escrow Account shall be revised accordingly, with any shortfall to be paid by the Co-Developer into the VOPH Roadway Escrow Account within fifteen (15) days thereafter (with 90% Interim Credits also issued by the County for such additional deposit amount within forty-five (45) days of the County receiving written confirmation of the additional deposit from the Financial Escrow Agent). Upon completion of the applicable project and final reconciliation of the VOPH Roadway Escrow Account, which reconciliation shall be made by the Engineer Verification Agent and Financial Escrow Agent within forty-five (45) days after the Final Disbursement (as defined in Section 11.f.), the Co-Developer's (or its designee's) Transportation Credit account shall be adjusted by the County to equal the final, total amount expended from the VOPH Roadway Escrow Account for the applicable project (the "Final Credit Amount"). Any unused cash amounts tendered by the Co-Developer or its designee into the VOPH Roadway Escrow Account for the applicable project then shall be disbursed and returned to the applicable Co-Developer or its designee, within fifteen (15) days after the final VOPH Roadway Escrow Account reconciliation is made for said project.

g. VOPH Financial Plan Update; Intermediate Roadway Credits. In order to support the award of Transportation Credits for the number of off-site intermediate roadways included herein and also to include on-site intermediate roadways as creditable

improvements, the County has requested and the Co-Developers have agreed to provide a proposed VOPH Financial Plan update to the County which will include an analysis of the roadway budget impact to provide credits for all intermediate roadways (in addition to primary roadways) within VOPH. In connection with such Financial Plan update, the availability of a portion of the future tax increment funding within VOPH will be taken into account. Upon completion and delivery of the required budget analysis the County agrees to process such VOPH Financial Plan update concurrently or soon after the date of this Agreement and in accordance with the VOPH Enabling Documents, for consideration by the Board of County Commissioners.

5. **Designated Master Utility Pipeline Projects; Phasing Plan; Funding Process; Escrow Arrangement; VOPH Utility Surcharge Fee Credits; Internal MPUD Requirements.**

a. **County Master Utility Pipeline Projects.** The County and the Co-Developers have agreed on the following County master utility projects for VOPH which shall be implemented through either of the Co-Developers or their designee as the "**Constructing Entity**" (also referred to as the "**Developer**" below) for the County (collectively the "**County Utility Projects**"):

(i) Handcart Road Master Potable Water Transmission Line Extension & Appurtenances. As the County's designated Constructing Entity pursuant to Section 8, below, the Developer shall design, permit and construct, pursuant to plans approved by the Pasco County Utilities Department (PCUD), the "**Handcart Main Potable Water Transmission Line**" as conceptually depicted on **Exhibit D-1**. At a minimum, such plans shall include (x) the initial 16-inch main transmission line (or larger if specified by the County), (y) all required booster pumps and other appurtenances, and (z) all storage facilities required to extend the existing main potable water transmission line from its existing terminus in Handcart Road northward to Kiefer Road, with sufficient potable water and fire suppression capacity and pressure to serve not less than 6,000 equivalent residential units ("ERU's") in such intended initial VOPH service area (such approved plans collectively are referred to herein as the "**Main Potable Water System Extension**"). The County agrees to fund the design, permitting and construction costs for the Main Potable Water System Extension pursuant and subject to Section 5.b., below. The County agrees to be the permit applicant for the Main Potable Water System Extension (but not for any private developer project improvements) and shall provide the system-wide capacity required from time-to-time to serve the Designated VOPH-MPUDs pursuant to the VOPH Enabling Documents. Applicable VOPH potable water commitment/surcharge fees and connection/service fees shall apply to all parcel developers and users within VOPH, as specified in the VOPH Enabling Documents as adopted by the County from time-to-time. No VOPH Utility Surcharge Fee Credits (defined below) shall be awarded to Developer for any portion of the Handcart Main Potable Water System Extension that is funded by the County.

(ii) Handcart Road Main Sanitary Sewer Collection System Extension. As the County's designated Constructing Entity pursuant to Section 8, below, the Developer shall design, permit and construct, pursuant to plans approved by the PCUD, the "**Handcart Main Sanitary Sewer Transmission Line**" as conceptually depicted on **Exhibit D-2.** At a minimum such plans shall include the primary 12-inch sanitary sewer collection/transmission line (or larger if specified by the County) and any related pumps or other appurtenances required to extend the existing main sanitary sewer

transmission line from its existing terminus in Handcart Road north to Kiefer Road, with sufficient capacity to serve not less than 6,000 ERU's in such intended initial VOPH service area (such approved plans collectively are referred to herein as the "**Main Sanitary Sewer Collection System Extension**"). The County agrees to fund the design, permitting and construction costs for the Handcart Main Sanitary Sewer Transmission Line pursuant and subject to Section 5.b., below. The County agrees to be the permit applicant for the public project improvements (but not any private developer improvements)and shall provide the system-wide treatment capacity required from time-to-time to serve the Designated VOPH-MPUDs pursuant to the VOPH Enabling Documents. Applicable VOPH sewer commitment/surcharge fees and connection/service fees shall apply to all parcel developers and users within VOPH as specified in the VOPH Enabling Documents as adopted by the County from time-to-time. No VOPH Utility Surcharge Fee Credits (defined below) shall be awarded to Developer for any portion of the Handcart Main Sanitary Sewer Collection System Extension that is funded by the County.

(iii) **Schedule for County Utility Projects**. The Developer and PCUD agree that the schedule for design, permitting, award of bid(s), and construction of each of the County Utility Projects identified above shall comply with the process and deadlines (to be set by the County) required for the County to meet the terms and conditions of that certain Standard Grant Agreement (LPA 0206) between the County and the State of Florida Department of Environmental Protection (DEP) for "Pasco County Handcart Road Water and Wastewater" (the "DEP Grant Agreement").

b. County Utility Project(s) Funding Agreement. The DEP Grant Agreement provides for County reimbursement from the State of Florida for the two (2) County Utility Projects identified in Sections 5.a (i) and 5.a.(ii) above, up to the amount of $6,500,000.00 the ("**VOPH State Funding**"). To comply with the VOPH State Funding reimbursement requirements, the County and the Developer(s) agree to negotiate in good faith to agree upon the following matters within sixty (60) days after the Effective Date of this Agreement:

i. a master utility plan ("MUP") for the County Utility Projects, including the sizing and scope for the main transmission lines, booster pumps, storage facilities, and other required appurtenances;
ii. a preliminary budget for the County Utility Projects based on the MUP and the VOPH Enabling Documents;
iii. a County Utility Projects Reimbursement Agreement (which shall be deemed a supplement to this Agreement) which includes the process and requirements pursuant to the DEP Grant Agreement, which currently expires on March 31, 2024, for the County to receive the VOPH State Funding reimbursement amount; and
iv. the funding source(s) and process for the County Utility Projects (but excluding any "Developer Utility Projects" (defined below) for any required transmission line extensions outside the County Utility Projects), including any additional amounts required for the County Utility Projects beyond the VOPH State Funding Amount. The funding and disbursements for the County Utility Projects shall be managed entirely by the County, and the Financial Escrow Agent and Engineer Verification Agent shall not have any responsibility for managing the County Utility Projects or for administering or requesting reimbursements under the DEP Grant Agreement.

c. **Initial Developer Master Utility Projects; Phasing Plan; Additional Projects.** Apart from the County Utility Projects identified in Section 5.a., above, the County and the Developer have agreed that the applicable Co-Developer or its Designated VOPH-MPUD(s) shall design, permit and construct the additional VOPH master utility projects (the "**Developer Utility Projects**") to the extent necessary (after the County Utility Projects) to complete the master transmission lines identified on **Exhibit E-1** (as to potable water transmission lines), **Exhibit E-2** (as to wastewater transmission lines), and **Exhibit E-3** (as to reclaim transmission lines), attached hereto. The Developer Utility Projects are linked and allocated to the respective VOPH-MPUDs, as graphically depicted on Exhibits E-1 through E-3, and more specifically described on **Exhibit E-4** hereto. The "**Initial Phasing Plan for Designated Master Roadway & Developer Utility Pipeline Projects**" as set forth in **Exhibit C** shall apply to the Developer Utility Projects on the same schedule and in the same manner as to the Designated Master Roadway Pipeline Projects applicable to each individual VOPH-MPUD. Not later than the commencement of site development for each respective VOPH-MPUD, the VOPH-MPUD Owner, its successor or assign, shall initially fund the VOPH Utility Escrow Account (defined below) for each of the Developer Utility Projects linked and allocated to such VOPH-MPUD, based upon the amount of the project engineer's OPC for each respective Developer Utility Project linked to such VOPH-MPUD and as set forth in Section 7(d) below. When bids are awarded for contracts, the Developer shall fund any additional amount required to supplement the VOPH Utility Escrow Account deposit amount required to fully fund such Developer Utility Project (or the Financial Escrow Agent shall refund any excess deposit amount to the Developer). Subject to approval by PCUD, the County Administrator and the applicable Co-Developer by mutual agreement may by administrative amendment to this Agreement (with copies to the Engineer Verification Agent and Financial Escrow Agent) add additional Developer Utility Projects subject to the same terms and conditions of this Agreement. VOPH Master and Galvin hereby agree that VOPH Master will be the initial responsible party for the design, permitting and construction of certain aspects of the Developer Utility Projects and the County Utility Projects. With respect to any Developer Utility Projects or the County Utility Projects, either Co-Developer (or its designee) shall have the right upon sixty (60) days' prior written notice to the Engineer Verification Agent, the Financial Escrow Agent, the County and the other Co-Developer to assume responsibility for funding, design, permitting and construction thereof in the event (i) the Co-Developer or Designated VOPH-MPUD Owner originally assigned such utility pipeline project fails to pursue same as and when required by this Agreement or (ii) the utility pipeline project otherwise becomes necessary to serve another Designated VOPH-MPUD Project at an earlier date, due to actual project development sequencing within VOPH. In such case, the Co-Developer or Designated VOPH-MPUD owner (or its applicable CDD) which actually provides the funding to the VOPH Utility Escrow Account (defined below) or otherwise designs, permits, constructs and pays for the utility pipeline shall receive the Utility Credits (defined below) for such pipeline under this Agreement (which credit amounts will be pro-rated in accordance with such funding/cost amounts actually paid by the respective parties).

d. **VOPH Utility Escrow Account.** The Financial Escrow Agent shall establish a segregated escrow sub-account for the private funding provided by the applicable Co-Developer and/or the Designated VOPH-MPUDs for the Developer Utility Projects,

for the exclusive purpose of funding the Developer Utility Projects within VOPH (collectively the sub-accounts are the "**VOPH Utility Escrow Account**"). In connection with the Developer Utility Projects, the VOPH Utility Escrow Account funding by the Developer shall include the applicable amounts required for the Financial Escrow Agent fees and Engineer Verification Agent fees, as part of the utility project costs. The funds deposited into the VOPH Utility Escrow Account shall not be commingled with any other funds nor any funds related to any other VOPH development projects or VOPH developers or VOPH-MPUD ownership entities not included under this Agreement. The County reserves the right to make other business arrangements with other developers or owners within VOPH for other master utility improvements required for unrelated VOPH-MPUDs not owned or controlled by either Co-Developer, in the sole discretion of the County; however, the VOPH Utility Escrow Account required by this Agreement shall be utilized and administered solely by the Financial Escrow Agent for the Developer Utility Projects now or hereafter identified under this Agreement.

e. **Developer Utility Projects Funding; VOPH Utility Surcharge Fee Credits; Use and Assignment.** As a material inducement for the Co-Developers and the Designated VOPH-MPUD Owners to enter into this Agreement and to fund the VOPH Utility Escrow Account as set forth in Section 5.d. above, the County agrees that the applicable Co-Developer (or its designee in its sole discretion) shall receive immediate VOPH Utility Surcharge Fee Credits (the "**Utility Credits**") within forty-five (45) days of the date that the Financial Escrow Agent confirms that private (non-County) funds are deposited into the VOPH Utility Escrow Account, so that the Utility Credits shall thereafter be immediately usable and assignable by the Co-Developer and its designee(s). The Developer or the applicable VOPH-MPUDs may fund the Developer Utility Projects as needed or desired for the advancement of the applicable VOPH-MPUD projects. The Co-Developer and/or the Designated VOPH-MPUDs may utilize (i) pre-paid VOPH Utility Surcharge Fees (but not base utility commitment/connection fees), (ii) CDD funding (pursuant and subject to applicable law), and/or (iii) other private capital funding for the funding required for the Developer Utility Projects now or hereafter identified under this Agreement. Pursuant to the VOPH Enabling Documents, the Utility Credits shall be used only against the VOPH Utility Surcharge Fees applicable within VOPH from time to time, and not against any base utility commitment/connection fees, which base utility commitment/connection fees must be paid to the County in cash by the applicable VOPH-MPUD developer(s) or builder(s). The Co-Developers and/or the Designated VOPH-MPUD Owner(s) shall have the right (i) to sell/assign the Utility Credits to any CDD, developer, builder, owner or other third-party entity within VOPH, and/or (ii) to use the Utility Credits against the applicable VOPH Utility Surcharge Fees (but not base commitment/connection impact fees) payable for any VOPH project. Pursuant to current VOPH Enabling Documents, the Utility Credits are subject to registration on the VOPH Fee Credit Registry and shall not be administered directly through PCUD. With respect to the issuance of the Utility Credits to the applicable co-Developer (or its designee) as provided herein, upon the deposit of the Co-Developer's or VOPH-MPUD Owner(s)' funds into the VOPH Utility Escrow Account, Utility Credits shall be issued by the County to the Co-Developer or its designee for ninety percent (90%) of such amount tendered, as the "Interim Credit Amount." Once the Financial Escrow Agent confirms to the County the amount and owner of the Interim Credit Amount, the County shall create a Utility Credit account for such owner for the Interim Credit Amount. Thereafter, Utility Credits up to the Interim Credit Amount shall be usable or assignable by the Co-

Developer or its designee. At any time after funding for a specific project in the VOPH Utility Escrow Account, the Co-Developer shall submit documentation to revise the amount so required for the applicable project, based upon receipt of either an updated OPC, revised bid amount, or interim contract change. In the event of such interim adjustment, the amount(s) required to be funded into the VOPH Utility Escrow Account shall be revised accordingly, with any shortfall to be paid by the Co-Developer into the VOPH Utility Escrow Account within fifteen (15) days thereafter (with 90% Interim Credits also issued by the County for such additional deposit amount within forty-five (45) days of the County receiving written confirmation of the additional deposit from the Financial Escrow Agent). Upon completion of the applicable project and final reconciliation of the VOPH Utility Escrow Account, which reconciliation shall be made by the Engineer Verification Agent and Financial Escrow Agent within forty-five (45) days after the Final Disbursement (as defined in Section 11.f.), the Co-Developer's (or its designee's) Utility Credit account shall be adjusted by the County to equal the final, total amount expended from the VOPH Utility Escrow Account for the applicable project (the "Final Credit Amount"). Any unused cash amounts tendered by the Co-Developer or its designee into the VOPH Utility Escrow Account for the applicable project then shall be disbursed and returned to the applicable
Co-Developer or its designee, within fifteen (15) days after the final VOPH Utility Escrow Account reconciliation is made for said project.

f. Internal Project Utilities System; Master Utilities Service Agreement. Other than the specific County Projects and Developer Projects now or hereafter identified pursuant to this Section 5 of this Agreement, all internal utilities lines and appurtenances required to serve any applicable VOPH-MPUD shall be the sole responsibility of the applicable VOPH-MPUD owner(s) or developer(s) for each respective parcel within VOPH. The applicable owner/developer shall enter into a master Utilities Service Agreement ("**USA**") with PCUD for all such internal utilities distribution or collection system.

g. PCUD Facilitation. The County agrees that the County Utilities Projects and the Developer Utilities Projects are critical infrastructure which presently impede any meaningful development within VOPH. Consequently, to facilitate the implementation of the County's longstanding VOPH Special Area Plan, PCUD shall expedite to the maximum extent practical, all County utility plan and permit application reviews and shall provide written comments not later than thirty (30) days after submittal of each plan set or application and shall expeditiously issue County permits for such work. To the extent applications to other review agencies are required, PCUD agrees to be the permit applicant for the County Utility Projects and to assist the applicable Co-Developer with procurement of all such required third-party permits.

6. <u>Financial Escrow Agent; Engineer Verification Agent; Respective Duties, Terms and Conditions; County Confirmation and Ratification of Credits.</u> As used in this Section 6, the term "Developer" shall mean the applicable Co-Developer or their respective VOPH-MPUD Owner(s), CDD's or other designees who deposit funding into escrow for roadway or utilities infrastructure projects under this Agreement:

a. Designation of Agents; Financial Account Administration and Engineering Credit Verification. The County shall designate the following agents (each an "**Agent**" and collectively the "**Agents**"):

i. The law firm of Phelps Dunbar, LLP (the "**Financial Escrow Agent**") to receive, hold, administer and disburse all monetary funds for the VOPH Roadway Escrow Account and the VOPH Utility Escrow Account, pursuant to the terms and conditions of this Agreement; and

ii. W.E. Oliver, P.E., LLC, through its sub-consultant Vanasse, Hangen, Brustlin, Inc., to review, verify, and confirm the validity of the expenditures for the creditable roadway and utility infrastructure projects as specified by this Agreement and as more specifically set forth in the Scope of Services attached as **Exhibit F** hereto and incorporated herein by reference, and to comply with the procedures set forth in this Agreement for verification and issuance of the Transportation Credits and/or Utility Credits, as applicable under this Agreement (the "**Engineer Verification Agent" or the "EVA").**

iii. The Agents upon their respective designation under this Agreement, shall execute a separate joinder and consent to this Agreement accepting the terms and conditions of this Agreement which are specifically applicable to each respective Agent and agreeing to perform faithfully in accordance therewith. The Developer and the County shall administer the VOPH Roadway Escrow Account and the VOPH Utility Escrow Account through the Financial Escrow Agent pursuant to the terms and conditions of this Agreement, and the process for verification of the costs and issuance of the Transportation Credits and the Utility Credits through the Engineer Verification Agent pursuant to the terms and conditions of this Agreement. Engineer Verification Agent shall develop the required standard approval forms for issuance and verification of credits, and assignment and use of same, for approval by the Developer and the County.

b. Respective Duties of Agents. The parties agree that the Financial Escrow Agent shall have a fiduciary duty to both the County and the Developer, and the Engineer Verification Agent shall have the standard professional duty of his/her industry to both the County and the Developer, in the performance of their respective duties under this Agreement. The Agents' duties are independent of each other and neither Agent shall be responsible for the performance of any duties which are assigned to the other Agent under this Agreement.

c. Allocation of Duties of Agents. The Agents shall have the following duties and responsibilities, subject to the terms and conditions of this Agreement:

(i) The Financial Escrow Agent shall receive and hold in escrow all of the cash deposits made in connection with this Agreement;

(ii) The Financial Escrow Agent shall notify the County, the Developer, and the Engineer Verification Agent upon receipt of any Developer deposit(s) into the VOPH Roadway Escrow Account or VOPH Utility Escrow Account, as applicable, and the resulting Interim Credit Amounts (as set forth above). Because such deposits will be based upon OPC's and other cost estimates, such Interim Credit Amounts shall be subject to true-up and final verification by the Engineer Verification Agent and to ultimate ratification and confirmation by the

County as final credits as set forth above.

(iii) The Engineer Verification Agent shall review and approve on behalf of the County all submittals made by the Developer, its designee(s), or any contractor, consultant or other third-party related to all contract or other third-party disbursement requests under this Agreement, and shall confirm that all disbursement requests (a) are for a project identified on Exhibit B, D or E, (b) comply with the deadlines in Exhibit C, (c) are supported by the documentation required by Section 11.f., (d) are consistent with the County and/or FDOT approved design pursuant to Section 9, and (d) comply with the bidding requirements and/or funding limitations in Sections 10.c. and 11.f. Upon completion of such confirmation, the Engineer Verification Agent shall provide confirmation and authorization for all such disbursements to the Financial Escrow Agent;

(iv) The Financial Escrow Agent shall separately account for all funds deposited into the VOPH Roadway Escrow Account and the VOPH Utility Escrow Account by the Developer or its designee(s), as applicable, and shall provide not less than a quarterly accounting for all receipts into and disbursements from the Escrow Account(s), organized separately for each public infrastructure project pursuant to this Agreement; in this regard, the applicable County department(s) shall reconcile its credit accounts with the quarterly reports of the Financial Escrow Agent;

(v) The Financial Escrow Agent shall have the right to rely upon the written request (which may be made via email) of the Developer and the written authorization of the Engineer Verification Agent to make all disbursements from the Escrow Account pursuant to this Agreement, subject to prior written notification by the Financial Escrow Agent to the County; the applicable County department shall provide any written objection to such disbursement within ten (10) business days, or the disbursement shall be deemed approved;

(vi) The Engineer Verification Agent shall review and recommend approval of the Final Credit Amounts for all VOPH Transportation Credits and VOPH Utility Credits required to be issued pursuant to this Agreement, and shall transmit such verified fee credit information to the Developer, the Financial Escrow Agent, and to other County departments impacted by the award of said VOPH Fee Credits, as applicable. Such recommendation shall not be final until confirmed and ratified by the applicable County department (as to Transportation Credits or Utility Credits, as applicable). In this regard, once approved by the Engineer Verification Agent each VOPH-MPUD Project's creditable costs packets shall be provided by the Engineer Verification Agent to the applicable County department(s) and the Developer prior to closing-out the project and determining the Final Credit Amounts for all VOPH Transportation Credits and VOPH Utility Credits, as applicable, and, upon approval by the applicable County department(s), the applicable County department(s) shall reconcile their credit account records with those of the Engineer Verification Agent. Upon such County confirmation and ratification, the Engineer Verification Agent shall implement any required true-up for the final credits versus the interim credits (which were based on deposit amounts, only), and shall report such adjustments and final credit amounts back to the applicable Developer, the County, and the VOPH Fee Credit Registry manager (if requested by such Developer).

(vii) Each Agent shall interact and coordinate with the Developer, the County's transportation and engineering departments, office of management and budget, real estate department, PCUD, and other departments and agencies as applicable and necessary to implement the terms and conditions of this Agreement, and to ensure compliance herewith;

(viii) The Financial Escrow Agent shall utilize commercially reasonable efforts to make the disbursements when and as required by this Agreement, absent notice of objection thereto by the County or the Developer, within ten (10) business days after written notice of such proposed disbursement;

(ix) Upon the completion of each separate public infrastructure project under this Agreement, the Financial Escrow Agent shall provide the final Escrow Account reconciliation and accounting, and shall disburse any amounts not expended for such project back to the Developer, as applicable, and after County confirmation and ratification of final credits, the Engineer Verification Agent shall provide the Final Credit Amount for such project as required under this Agreement;

(x) Upon the completion of all public infrastructure projects under this Agreement, or the mutual termination of this Agreement by the County and the Developer, the Financial Escrow Agent shall provide the final accounting and reconciliation required to make the final disbursements to the applicable parties and to close out the Escrow Account(s); and

(xi) The applicable Agent shall take such other actions as may be required or contemplated for implementation by the applicable Agent under this Agreement.

d. **Agent(s) Compensation**. The compensation for the Financial Escrow Agent and the Engineer Verification Agent shall be as follows: (a) the Financial Escrow Agent shall be paid $40,000 at the time of the initial deposit with the Financial Escrow Agent, then $33,333 per year (to be paid on the yearly anniversary date of the initial deposit) for the duration of the Agreement, including for any one (1) year renewal terms (if necessary); (b) the Engineer Verification Agent shall be paid $32,795 at the time of the initial deposit with the Financial Escrow Agent, then $30,505 per quarter (to be paid on the quarterly anniversary date of the initial deposit with the Financial Escrow Agent) for the first three years, $35,080 per quarter for the first additional year (if necessary), and $37,185 per quarter for the second additional year (if necessary). Such compensation shall be accepted by each Agent through its separate Joinder and Consent to this Agreement. Such Joinder and consent also shall be limited to the specific provisions of this Agreement which are applicable to each Agent. Provided that the Developer has made the deposits required by this Agreement, the Financial Escrow Agent shall be responsible for making the required payments to the Engineer Verification Agent, as set forth above.

e. **Escrow Account(s); Reports and Information Access.** The Financial Escrow Agent shall maintain one (1) or more interest bearing accounts into which all funds held in escrow shall be deposited, which interest bearing account(s) may

be held at any of the following financial institutions: (i) Wells Fargo, N.A.; (ii) Bank of America, N.A.; (iii) JP Morgan Chase & Co.; (iv) Truist Bank; (v) Capital One, N.A.; or (vi) any other institution that may be approved from time to time by the written consent of the County and the Developer. The Financial Escrow Agent shall provide the County and the Developer a quarterly report detailing the funds and documents then held in escrow by Escrow Agent and shall allow timely inspection and copying, within three (3) business days following receipt of a written request by either party, of all records and other documents maintained by the Financial Escrow Agent pursuant to this Agreement.

f. **Audit of Financial Escrow Agent and Escrowed Funds**. The County or the Developer shall have the right, but not the obligation, to request an audit of the Financial Escrow Agent's practices and procedures used in carrying out its responsibilities under this Escrow Agreement and/or to request an audit of the funds and documents held in escrow and disbursements and distributions made by the Financial Escrow Agent, in order to verify compliance with the terms and conditions of this Agreement. The party requesting the audit shall bear the cost of the audit unless such audit reveals a breach of the Financial Escrow Agent's obligations under this Agreement, in which event the Financial Escrow Agent shall pay the cost of such audit and shall cure, at its sole cost and expense, such breach or violation as noted therein. The report prepared by the auditor at the conclusion of any audit shall be made available without cost to the other party to this Agreement.

g. **Initial Term; Extension of Term.** The initial term of each Agent's service under this Agreement shall be for a period of three (3) years from the date of the initial deposit with the Financial Escrow Agent. Until this Agreement is terminated, such initial term shall automatically be extended for up to two additional one (1) year terms unless either the County or the Developer object, in which case a replacement Agent shall be designated by mutual agreement of the County and the Developer. Prior to each additional one (1) year extension, the Developer shall deposit additional funds with the Financial Escrow Agent to cover the Financial Escrow Agent and Engineer Verification Agent fees for such year, as set forth above.

h. **Termination or Resignation of Agent; Selection of Successor Agent**. Either Agent's service shall terminate and expire and such Agent shall be discharged and relieved of all further responsibilities, duties and obligations under and pursuant to this Agreement: (a) at the end of any term (as set forth above) of the Agent's service; (b) sixty days (60) after notice of resignation by the Agent; (c) termination of this Agreement; (d) for breach of the Agent's duties under this Agreement; or (e) for reasons as may be set forth in and pursuant to an order of a court of competent jurisdiction. Upon the resignation or removal of either Agent, the County shall designate a successor Agent, subject to approval of the Developer which shall not be unreasonably withheld.

i. **Nature of Agents' Duties**. The duties and obligations of each respective Agent pursuant to this Agreement shall be and hereby are limited to those duties and obligations of such Agent expressly set forth in this Agreement. No duties or obligations on the part of either Agent under and pursuant to this Agreement

shall be implied from the terms of this Agreement or otherwise. Each Agent assumes no duties or obligations under this Agreement except only those stated in this Agreement. The Financial Escrow Agent shall not be authorized to exercise any discretion in the release of documents or funds held in escrow. The Financial Escrow Agent shall have no responsibilities, duties or obligations with respect to the documents or funds held in escrow other than as expressly stated in this Escrow Agreement. Neither Agent shall be responsible or liable for any mistakes of fact or for any acts or omissions of any kind unless the same constitute gross negligence or willful misconduct.

j. **Reliance of Agents.** In the performance of their duties and obligations as an Agent under and pursuant to this Agreement, each Agent (a) may act in reliance upon any written notice, direction, document or instrument which the Agent believes in good faith, to be genuine, (b) may assume the validity and accuracy of any statement or assertion of fact and direction contained in any such written notice, direction, document or instrument, (c) may assume the genuineness of any signature presented to the Agent and the identity, right and authority of any person executing any such written notice, direction document or instrument and (d) may assume that any person purporting to sign such written notice, direction, document or instrument under or in connection with this Agreement has been duly authorized to do so.

k. **Institution and Defense of Legal Proceedings by Financial Escrow Agent or Engineer Verification Agent.** Neither Agent shall have any duty or obligation to institute legal proceedings of any kind or nature under or pursuant to this Agreement. In the event any litigation should arise between the parties to this Agreement concerning the escrowed funds or performance of any duties or obligations, then, subject to applicable statutory limitations and/or sovereign immunity limitations, Developer and County hereto do jointly and severally agree to hold Financial Escrow Agent harmless from, and indemnify and defend Financial Escrow Agent for, the payment of any cost or other expenses that may be involved in said litigation (including reasonable legal fees and expenses of attorneys chosen by Financial Escrow Agent, which may include Financial Escrow Agent's own costs using its usual billing rates for attorneys employed by Financial Escrow Agent), and from and for any and all loss, damage, tax, liability and expense that may be incurred by Financial Escrow Agent arising out of or in connection with its acceptance or appointment as Financial Escrow Agent, other than liability arising from the gross negligence, willful misconduct or bad faith of the Financial Escrow Agent. In the event of a dispute, Financial Escrow Agent's only obligation shall be to retain the escrowed funds until a final determination has been issued or to pay the escrowed funds into a court of competent jurisdiction.

l. **Interpleader of Documents and Funds in Escrow.** In the event that, in the good faith judgment of the Financial Escrow Agent, there shall exist some doubt on the part of the Agent as to whom, how, or under what circumstances the documents or funds being held in escrow are to be released or delivered by the Financial Escrow Agent pursuant to this Agreement, the Financial Escrow Agent shall so notify all parties in writing and, if, thereafter, the parties are unable to resolve such doubt and mutually agree and direct the Agent in writing as to whom, how, or under what circumstances the Financial Escrow Agent shall be

authorized to release or deliver the same, the Agent shall be entitled, but not obligated, to deposit the documents or funds about which the Agent is in doubt into the registry of the Court and to interplead all parties to this Agreement (other than Financial Escrow Agent) with respect thereto without any further responsibility or liability on the part of the Agent. All costs, expenses, including reasonable attorneys' fees and other charges, if any, suffered, incurred, or paid by the Financial Escrow Agent for, on account of or in connection with such interpleader action shall be borne equally by the parties and may be paid out of the escrowed funds without the consent of any parties. Should Financial Escrow Agent elect not to deposit the documents or funds into the registry of the Court, as aforesaid, the Financial Escrow Agent shall not be obligated or entitled to release or deliver the documents or funds then held by the Agent unless and until (a) both parties shall have jointly directed the Agent in writing to release or deliver the documents or funds at the time and in the manner designated in such joint written direction or (b) a final order of a court of competent jurisdiction, from which no appeal has been taken and with respect to which the appeal time has expired, or, if an appeal has been taken, has become final directing the Financial Escrow Agent to take the action specified in such final order with respect to the documents or funds about which the Agent was in doubt.

m. **Liability of Financial Escrow Agent**. Financial Escrow Agent shall not incur any liability in acting upon any signature, notice, demand, request, waiver, consent, receipt, or other writing, instrument or document reasonably believed by Financial Escrow Agent to be genuine. Financial Escrow Agent shall be obligated only for the performance of such duties as are specifically set forth in this Agreement, being purely ministerial in nature. Nothing contained herein shall be deemed to obligate Financial Escrow Agent to pay or transfer any monies hereunder unless and until such funds are received by Financial Escrow Agent. Financial Escrow Agent shall have no liability for loss arising from any cause beyond its control, including without limitation the following: (i) the act, failure, neglect or insolvency of any financial institution selected by Financial Escrow Agent; (ii) any delay, error, omission or default connected with the remittance of funds by another party; (iii) any delay, error, omission or default of any mail, telephone or e-mail service or operator; or (iv) the acts of any government or governmental agency or other entity exercising governmental powers.

7. **Procurement Process for Right-of-Way or Easements Required for Public Infrastructure Projects.** With respect to any rights-of-way, easements, or other use rights required for any of the VOPH master roadway or utility infrastructure projects identified under this Agreement, and which lie over, across or under any third-party land not owned or controlled by the Co-Developer or a Designated VOPH-MPUD, the following procurement process shall apply: (i) if the subject land lies within a previously approved VOPH-MPUD or is within lands included in a pending VOPH-MPUD application, the County shall require the provision of the subject right-of-way or easement area subject to and in accordance with the VOPH Enabling Documents; (ii), for any land not covered by (i) above, then: (x) the Co-Developer first shall utilize good faith, commercially reasonable efforts to negotiate the procurement from such third-party landowner, on the County's behalf, and any proposed compensation to be paid to such third-party owner shall be subject to the County's approval, which shall not be unreasonably withheld; (y) if the Co-Developer notifies the County in writing that the foregoing negotiations are not successful, the County shall initiate condemnation proceedings in accordance with applicable Florida law to effect a "quick taking" of

the required rights; and (z) the County then shall pursue the completion of such condemnation process to establish the final just compensation due to such third-party landowner pursuant to applicable Florida law. The foregoing condemnation process shall not apply in any circumstance where the affected landowner has an existing zoning or other development approval condition which requires the conveyance of right-of-way, easements, or other similar cooperation, in which event the County shall diligently pursue enforcement of such pre-existing zoning or development approval condition with such third-party landowner. No third-party landowner is intended to be a third-party beneficiary of this provision, which is intended solely to identify the respective rights and obligations of the County and the Co-Developers with respect to the VOPH public infrastructure projects identified herein. Prior to the initiation of any formal condemnation process under this Section 7, the Co-Developer or the applicable Designated VOPH-MPUD shall enter into a right-of-way acquisition agreement which memorializes the terms and conditions for such action consistent with this Agreement. The County shall initially advance the costs for any such condemnation action, subject to reimbursement by the Developer in exchange for 100% Transportation Credits or Utility Credits pursuant to Section 4 or Section 5 of this Agreement, as applicable.

8. **County Utility Project(s) Accounting, Reports and Administration of Funds.** The County Utility Projects identified in Section 5 above shall be undertaken by the applicable Co-Developer as the "**Constructing Entity**" for the County or on behalf of the Designated VOPH-MPUD Owner(s), as applicable (together with the master roadway projects under Section 4, above, the "**Public Infrastructure Project(s)")** (such Constructing Entity also is referred to as the "Developer" herein). For each such Public Infrastructure Project for which the Developer is designated as the County's Constructing Entity, the Developer as Constructing Entity shall comply with the provisions of Section 215.97, F.S., as applicable, and the following terms, conditions and processes for such Public Infrastructure Project(s):

    a. To be responsible for such portion of the design, permitting, bidding and construction of the improvements specified for such delegated Public Infrastructure Project in a manner reasonably satisfactory to Pasco County and consistent with any applicable permitting requirements of all agencies having jurisdiction thereof.

    b. To maintain books, records, documents, and other evidence including, but not limited to, records of all progress payments made for work in connection with the Public Infrastructure Project, any change orders and payments made pursuant to such orders, according to generally accepted accounting principles, procedures, and practices relating to the Public Infrastructure Project included, but not limited to, books, records, etc., which sufficiently and properly reflect all costs of any nature incurred by Developer for the Public Infrastructure Project, and to retain said books, records, documents, and other evidence for a period of five (5) years after final completion of the Public Infrastructure Project or termination of this Agreement whichever is later.

    c. That aforesaid records, books, documents, and other evidence shall be subject at all times to inspection, review, or financial audit as required by law or otherwise by County personnel authorized by the Pasco County Administrator or his designee.

    d. That the aforementioned audit and record-keeping requirements shall be included in contracts and subcontracts entered into by Developer with any party for work or services required for the Public Infrastructure Project.

e. That three (3) months after the date of execution of this Agreement and every three (3) months thereafter, Developer shall provide Pasco County with a progress report containing a narrative description of the work completed according to the Public Infrastructure Project schedule; a description of any change orders executed; a budget summary detailing planned expenditures versus actual expenditures; and identification of minority business enterprises used as contractors and subcontractors.

f. That upon final acceptance of the Public Infrastructure Project, the Developer shall provide the following:

i. Certification that the Public Infrastructure Project has been completed in compliance with the terms and conditions of this Agreement and meets minimum construction standards established in accordance with Section 336.045, Fla. Stat.

ii. A report that shall specify the total cost of the Public Infrastructure Project and the total direct costs of the Public Infrastructure Project paid from the funds made available by Pasco County from the VOPH Utility Escrow Account pursuant to this Agreement.

9. **VOPH Infrastructure Project(s) Design and Permitting Process.** The primary responsibility for design and permitting, and the applicable process and requirements for the respective infrastructure projects shall be allocated between the County and the applicable Co-Developer (or its designee), as follows (such Constructing Entity is referred to as the "Developer" herein) :

a. With respect to the County Utility Projects, the County and the Developer shall collaborate on the design plans, and upon approval for the design plans by the County, the Developer shall process the plans and permits for approval on behalf of the County, with PCUD identified as the applicant. Upon procurement of all required local, state, and/or federal permits for each such County Utilities Project, the Developer shall construct the project(s) as the County's Constructing Entity pursuant to Section 5 and Section 8, above.

b. With respect to the Developer Utility Projects, the Developer or its designee shall procure the design plans, subject to approval thereof by PCUD, and the Developer or its designee shall be the applicant and shall process the plans and permits for approval by all local, state and federal agencies having jurisdiction. Upon procurement of all required approvals, the Developer or its designee shall construct the Developer Utility Projects pursuant to Section 5, above.

c. With respect to the VOPH Master Roadway Pipeline Projects, the Developer shall procure the plans in accordance with the VOPH Master Roadway Plan, including the specific cross-section design requirements set forth in the VOPH Enabling Documents, for approval by the County (and by FDOT but only where applicable for a specific roadway segment under FDOT jurisdiction). The Developer or its designee shall be the applicant for the roadway plans and permits; provided, however, that upon request by the Developer, the County shall be the named applicant for any state or federal permit application processed by the Developer or its designee related to public roadway impacts to wetlands, flood plains, or other state or federal permitting issues, which consent shall not be unreasonably withheld. The Developer's roadway design plans and specifications shall be subject to County approval in accordance with applicable

VOPH Master Roadway Plan design criteria and/or Florida Department of Transportation design standards (but only where there is applicable FDOT jurisdiction). Any necessary wetland or floodplain impacts or compensation related to the roadway project shall be included in the design and indicated on the plans. The purchase of off-site mitigation bank credits shall be required in lieu of any County-maintained mitigation areas (provided, however, that any CDD, HOA, or Developer-maintained mitigation area, including comingled mitigation areas, shall be allowed).

d. The construction contractors used by Developer or its designee to construct and complete the utility and roadway projects shall be selected by the Developer and shall be reasonably satisfactory to Pasco County and/or FDOT, as applicable. The consent of Pasco County and/or the Developer to any plans, design, permit conditions, selection of contractors, or project contract costs shall not be unreasonably withheld, conditioned, or delayed.

e. Drainage and/or mitigation facilities for any VOPH infrastructure project may be commingled or combined with drainage and/or mitigation facilities for an adjacent VOPH-MPUD project or any other facilities or developments along the route of the infrastructure project; however, any such shared facilities shall be owned, operated, and maintained by a Community Development District ("**CDD**"), Homeowner/Property Owner's Association ("**POA**"), or such other legal entity as may be approved by Pasco County (which approval shall not be unreasonably or untimely withheld or conditioned). Any isolated stormwater or mitigation facilities which serve only the public infrastructure project shall be owned, operated, and maintained by the County. Where applicable for any shared facilities, the CDD, POA, or such other legal entity shall provide appropriate easements to Pasco County so that Pasco County has the ability to maintain such drainage and/or mitigation facilities in the event that the CDD, POA, or such other legal entity defaults on its obligations to maintain the drainage facilities. If the drainage facilities for the public infrastructure project are commingled or combined with drainage facilities for any adjacent private project then all such drainage facilities shall remain owned by an entity other than Pasco County, and operation and maintenance of the same shall be the responsibility of the respective underlying land owner, the CDD, the POA, or such other similar legal entity as may be approved by Pasco County (which approval shall not be unreasonably or untimely withheld or conditioned), as applicable. The underlying landowner, the CDD, the POA, or such other similar legal entity shall be responsible for the design, permitting, and construction of all such commingled or combined drainage facilities, unless otherwise approved by Pasco County (which approval shall not be unreasonably or untimely withheld or conditioned). Appropriate easements to Pasco County shall be provided on all lands owned by the applicable VOPH-MPUD Owner(s) and shall be obtained from all other underlying land owners, by condemnation if necessary, of land containing drainage facilities serving the public infrastructure project, including those drainage facilities that are commingled or combined, so that Pasco County has the ability to maintain the drainage facilities associated with the public infrastructure project in the event that the CDD, the POA, or such other legal entity fails properly to maintain same.

f. In the event that the permitted wetland and/or floodplain mitigation area(s) for the impacts associated strictly with the public infrastructure project are permitted and constructed separately and distinctly from impacts associated with any other private project facilities or developments, then Pasco County will accept ownership and

maintenance responsibilities after the completion of the maintenance and monitoring period and acceptance by any governing agencies having jurisdiction over the public infrastructure project (notwithstanding the foregoing, the County reserves the right to purchase off-site mitigation bank rights in lieu of on-site wetland or floodplain mitigation areas which require permanent maintenance). If the permitted wetland and floodplain mitigation areas related to the public infrastructure project are commingled/combined with wetland and floodplain mitigation areas of any other private project facilities or developments, all the wetland and floodplain mitigation areas shall be permitted, owned, operated, and maintained by the underlying landowner, the CDD, the POA, or such other legal entity as may be approved by Pasco County. Appropriate easements shall be provided to Pasco County for the wetland and floodplain mitigation areas associated with the public infrastructure project that are owned by the applicable VOPH-MPUD Owner(s), the CDD, or the POA, or such other legal entity as may be approved by Pasco County Pasco County and shall be obtained, by condemnation if necessary, from all other underlying landowners of land containing such mitigation areas serving the public infrastructure project, including those areas that are commingled or combined, so that Pasco County has the ability to maintain the wetland and/or floodplain mitigation area(s) in the event that the CDD, or the POA, or such other legal entity as may be approved by Pasco County or any other underlying landowner defaults on its [their] obligations to maintain the facilities.

g. For any County roadway project delegated by the County Administrator to the Developer as the Constructing Entity for design and permitting, if the County review will be completed by a department other than the Planning and Development Department, the Developer shall complete and submit sixty (60) percent, ninety (90) percent, and final design plans for those portions of the public infrastructure project to Pasco County and/or FDOT, as appropriate, for review and approval unless FDOT and/or Pasco County, as appropriate, agrees in writing to, or have adopted, an alternative submittal schedule. Developer shall obtain approval of the 100 percent design and right-of-way plans for those portions of the public infrastructure project from Pasco County and/or FDOT, as applicable, prior to commencement of any bidding of the public infrastructure project. Developer shall provide at the time of 100 percent design and right-of-way plan submission for the public infrastructure project an engineer's estimate of the cost of the constructing the public infrastructure project, including inspection costs, which estimate shall be certified by an engineer duly registered in the State of Florida and approved by Pasco County.

10. **Pasco County Cooperation and Assistance with Developer Projects; Bidding Process for Developer Infrastructure Projects**. Pasco County shall cooperate with the applicable Constructing Entity (also referred to as the "Developer" herein) with respect to plans and permit applications and construction for the Developer roadway and utility projects pursuant to this Agreement, including assistance when appropriate with other agencies having jurisdiction over such projects, subject to the following terms and conditions:

a. **County and FDOT Review**. Developer agrees and recognizes that Pasco County and FDOT shall not be held liable or responsible for any claims which may result from any actions or omissions of Developer, or engineers/contractors selected by Developer, for any Developer project in which Pasco County or FDOT participated, either through review or concurrence of their actions. In reviewing, approving, or rejecting any submissions or acts of Developer, or engineers/contractors selected by Developer, Pasco County and FDOT in no way assume or share any of the responsibility or liability

of Developer or its consultants, contractors, or registered professionals (e.g., architects and/or engineers) under this Agreement. All work covered under this Agreement shall be performed in accordance with good engineering practice, and all established design criteria and procedures shall be followed. Pasco County and FDOT, as applicable, will review the submittals, although detailed checking will not necessarily be done. Developer remains solely responsible for the work related to any Developer project and is not relieved of that responsibility by review comments.

b. **Utilities Relocation**. Developer shall coordinate the relocation of any utilities infrastructure in conflict with any County or Developer infrastructure project, including Pasco County utilities. Relocation of any utilities infrastructure which is in conflict with the County or Developer infrastructure project, including Pasco County utilities, shall be completed and paid for by the owner of the utilities infrastructure to the extent required by Sections 337.403-404, Fla. Stat. Pasco County agrees, upon request of Developer, to cooperate with Developer in requiring the relocations of any such utilities infrastructure to the extent allowed by Section 337.403-404, Fla. Stat., in a timely manner. However, under no circumstances shall Pasco County incur any expenses for the relocation of such utilities for any infrastructure projects.

c. **Bidding Process**. With respect to any County or Developer infrastructure project that is subject to impact, mobility, or other fee credits or County funding under this Agreement, the Developer shall comply with the bidding procedures set forth in either (i) Pasco County's Guidelines for Development Pipeline Bid Process, as amended by the County from time to time, (ii) the required bid procedures for a CDD pursuant to Florida Statutes as amended from time to time, and subject to County approval thereof, (iii) the bidding procedures set forth in any subsequent VOPH Fee Credit Registry Resolution or Policy Memorandum approved by the County Administrator or his designee, or (iv) such other public bidding process as approved by the County Administrator or his designee. The Developer shall retain full control of all bids and determinations regarding bidder qualification and determination of the qualified lowest bidder. The Developer may elect in its reasonable discretion to award the bids of portions, phases, or segments of the roadway or utility improvements to a qualified bidder that is not the lowest overall bidder; provided, however, that in such event any fee credit amounts or reimbursements for construction of the roadway or utility improvements that are the subject to such bid may be limited to quantities and amounts awarded in comparable projects located in Pasco County, Florida, as reasonably determined by the County.

11. **Construction of and Disbursements for County Project(s) Delegated to a Co-Developer as Constructing Entity.** With respect any County or Developer infrastructure project delegated by the County Administrator to a Co-Developer or its designee as Constructing Entity (also referred to as the "Developer" herein), the following requirements and procedures shall apply:

    a. **Construction Schedule**. Subject to design plan and permit approvals from all agencies having jurisdiction, the Developer shall commence and complete construction of the Developer infrastructure projects in accordance with Exhibit C, and shall commence and complete construction of the County Utility Projects in accordance with the schedule set forth in the subsequent agreement for such projects. Developer shall proceed and complete the construction of the County and Developer infrastructure projects in accordance with the final alignment, design, specification, and construction plans as approved by Pasco County and other applicable Federal, State, and regional

regulatory agencies. Developer and Pasco County agree that nothing contained herein shall prohibit or in any way restrict Developer's ability to accelerate the schedule for construction of any portion of the County and Developer infrastructure projects, subject only to procurement of required permits.

b. **Tender of Improvement Area**. Upon the issuance to Developer or its contractor of a Pasco County construction permit, the area covered by such construction permit shall be deemed to be tendered to Developer or its contractor, as applicable, and such entity shall be in the custody and control of the project areas. Developer or its contractor shall be responsible for providing a safe work zone for the public.

c. **Pasco County Observation**. Pasco County reserves the right to inspect, observe, and materials-test any and all work associated with the County and Developer infrastructure projects and shall at all times have access to the work being performed pursuant to this Agreement for Pasco County's observation. However, should Pasco County observe any deficiencies inconsistent with the plans or construction not accordance with the specifications, Pasco County shall notify Developer and its representative in writing and Developer shall correct the deficiencies as necessary. Nothing herein shall require Pasco County to observe or inspect the work of the County and Developer infrastructure projects. Developer shall be solely responsible for ensuring that the County and Developer infrastructure projects are constructed in accordance with the plans, specifications, and required standards for such projects. Observations by Pasco County or its inspectors that do not discover that construction is not in accordance with the approved plans, specifications, and required standards shall not be deemed a waiver of Developer's requirements herein.

d. **Acceptance of County and Developer Infrastructure Projects**. Prior to acceptance of any portion of the County and Developer infrastructure projects by Pasco County, Developer shall meet the application requirements of the County. All conveyances for any project areas outside existing public rights-of-way shall include appropriate utilities and access easements and shall be in a form acceptable to Pasco County's Real Estate Division.

e. **Construction Requirements**. During the construction phase of the County and Developer infrastructure projects the Developer and/or its construction contractor(s) shall:

    i. Provide its own on-site inspection and observation under the direction of a professional engineer registered in the State of Florida for the purpose of observing and inspecting the progress and quality of the work and to ensure that it is constructed according to the plans, contract documents, and specifications. The construction engineering and inspection contract shall be approved by Pasco County.

    ii. Obtain all necessary Right-of-Way Use Permits; provided, however, that the County shall be the applicant on any required permits.

    iii. Be responsible for supervising and inspecting the construction of the County and Developer infrastructure projects and shall be responsible for ensuring the accuracy of all reference points, grade lines, right-of-way lines, and field measurements associated with such constructions.

iv. Be responsible for full and complete performance of all construction activities required pursuant to this Agreement. Developer shall be responsible for the care and protection of any materials provided or work performed for the County and Developer infrastructure projects until the improvements are completed and accepted by Pasco County, which acceptance shall not be unreasonable nor untimely withheld or conditioned.

v. Require testing by an independent laboratory, acceptable to Pasco County, in accordance with Pasco County Engineering Services Department and/or PCUD, as applicable. Any failed tests shall be immediately reported to the Pasco County Engineer and/or PCUD, as applicable, and all test reports shall be provided on a quarterly basis to the Pasco County Engineer and/or PCUD, as applicable.

vi. Provide to Pasco County copies of all design drawings, as-build drawings, and permits received for the County and Developer infrastructure projects. All plans submitted to Pasco County shall include reproducible Mylars™ and electronic files compatible with *AutoCADD*.

vii. Upon completion of the County and Developer infrastructure projects, the engineer shall provide any required documentation of completion such as but not limited to final quantities and payment certifications, record drawings, and copies of final inspection reports.

f. **Escrow Account Disbursement Documentation; Fee Credit Amount Reconciliation.** For all disbursements to be made from either the VOPH Roadway Escrow Account or the VOPH Utility Escrow Account, the following required documentation shall be provided. All disbursements to be made by the Financial Escrow Agent from the respective escrow account(s) shall be made not later than fifteen (15) days after receipt of the required documentation (including the Engineer Verification Agent and County review approvals) and shall be made on an interim basis for each interim contractor draw period ("**Interim Disbursements**"), and then for the final closeout of each project or phase covered by the applicable contract ("**Final Disbursements**"), pursuant to the following procedures and requirements. In addition, the following cost limits shall apply to all projects for which the Developer is the Constructing Entity for the County:

i. costs for design, permitting and other pre-construction consultants: 10% of construction costs;
ii. costs for construction engineering inspections, construction phase services and testing: 10% of construction costs;
iii. costs for insurance: 1% of construction costs;
iv. costs for bonding expenses: 1.5% of construction costs; and
v. costs for roadway landscape (excluding sod) and irrigation: 2% of construction costs (not for utilities); plus 100% of sod costs (this also may require a License and Maintenance Agreement within County public right-of-way areas); and
vi. No disbursements shall be provided for any site-related improvements which are the responsibility of any adjacent, approved VOPH-MPUD, such as turn

lanes or driveway aprons, unless the turn lanes are within existing or future VOPH Primary or Intermediate Roadway segments for which the County is providing Transportation Credits pursuant to this Agreement. The Developer shall separately calculate the cost of any such excluded site-related improvements as a percentage of the design or construction contract, and deduct such costs from each disbursement request to the Engineer Verification Agent, and the affected adjacent VOPH-MPUD Owner shall separately pay such excluded site-related amount.

A complete disbursement request package shall include one hard copy and an electronic version (pdf) for the following (as to both Interim Disbursements and Final Disbursements, as applicable:

(a) Copies of all vendor contracts for which reimbursement is being requested, i.e., Design & Permitting, CEI, Construction Contractor, etc. The contract copies shall be submitted with the first Interim Reimbursement request that includes each vendor, and copies of any change order contracts shall be submitted when they are included in subsequent reimbursement requests.

(b) A signed Cover Sheet (Invoice) denoting the reimbursement amount being requested and pertinent remittance information.

(c) A Summary Sheet reflecting the invoice numbers, invoice dates, invoice amounts, check numbers, cancelled check amounts, check dates, eligible amount, ineligible amount (if any) and amount requested. The summary sheet shall be segregated by vendor, and include subtotals for each vendor, along with grand total amounts, ensuring that the grand total requested equals the amount requested on the cover sheet.

(d) One hard copy and one electronic version (pdf) of the invoices and proof of payment (cancelled checks or evidence of electronic payments/transfers) for invoices reflected on the Summary Sheet. An affidavit from the vendor affirming payment in full of the invoices and amounts included on the Summary Sheet can be provided in lieu of cancelled checks.

In addition, for the Final Disbursement submittal, two (2) hard copies and one electronic file for the following also shall be submitted:

(e) All deeds and easements, including, but not limited to, deeds for rights-of-way or ponds, drainage easements, slope easements (where allowed), ingress/egress easements or any other property interest required for the County to own or control the road, the right-of-way identified in the approved construction plans as well as all structures and features (including, but not limited to, such items as retaining walls, drainage structures, etc.) which serve or support the road and the right-of-way required to be conveyed by the Developer and/or other fee owner. The required conveyances referred to under this section shall also include any other conveyances required by this Agreement. The Developer or other fee owner must submit the conveyance documents(s) required to the Real Estate Division for review and submittal to the Board of County Commissioners for acceptance and recording.

(f) Where applicable, evidence that the Southwest Florida Water Management District (SWFWMD) Operation and Maintenance (O&M) permit has been transferred to a CDD

or Homeowners' Association. The O&M may be transferred to the County only for projects wherein the SWFWMD Project Area consists exclusively of County-owned right-of-way and County-owned ponds that are not co-mingled with flows from non-County owned property.

(g) Evidence that all permit conditions from all applicable permitting regulatory agencies for the project have been satisfied.

(h) An Engineer's Certificate of Completion from the Engineer of Record, as-built / record drawings, test reports, Warranty/Maintenance Guarantee(s) required for the project, License & Maintenance Agreements (if necessary), and other documentation as required by this Agreement.

The Financial Escrow Agent shall withhold payment of the Final Disbursement request (which includes the contractor's previous contract retainage amounts) until the items listed in (e) through (h) are provided to the Engineer Verification Agent and accepted by the County.

g. **Developer Default; County Use of Escrow Account Funds.** In the event either Co-Developer or its Designated MPUD Owner or MPUD developer/builder fails to complete when required by this Agreement: (i) a Designated Master Roadway Pipeline Project for which the applicable Co-Developer or its designee has funded the VOPH Roadway Escrow Account for Transportation Credits, or (ii) a Developer Utility Project for which the applicable Co-Developer or its designee has funded the VOPH Utility Escrow Account for Utility Credits, then: (x) after not less than thirty (30) days' written notice of default to the Co-Developer and failure of the Co-Developer or its designee to address the cure thereof to the reasonable satisfaction of the County, or if such cure cannot reasonably be made within thirty (30) days, then within such reasonable time as necessary for the Co-Developer to commence and thereafter diligently complete such cure, (y) the County shall have the right to access all remaining funds within the VOPH Roadway Escrow Account or VOPH Utility Escrow Account and designated for use on the applicable VOPH infrastructure project, and (z) to utilize said funds in the County's discretion to complete the applicable project. The foregoing remedy is without limitation to any other remedies which may be available to the County under applicable law. Any default by a Co-Developer under this Agreement shall not constitute a default by the other Co-Developer, as each Co-Developer (and its Designated VOPH-MPUD Owner) shall be responsible only for the specific roadway and utility pipeline projects assigned to it under this Agreement. To the extent the County uses funds previously deposited by a Co-Developer, Designated MPUD Owner, or MPUD developer-builder to complete such project(s), the party who originally deposited such funds shall retain the fee credits applicable thereto.

12. **Payment and Performance Bonds, Maintenance Guarantees, and Insurance Requirements for Public Infrastructure Projects**. As the County's designated Constructing Entity, no letter of credit, surety bond, or other performance guarantee shall be required from the Constructing Entity (referred to as the "Developer" herein) with respect to any County infrastructure project delegated to it by the County Administrator and to be funded by the County under this Agreement. Similarly, because the Developer (or its designee) is tendering all estimated costs into the applicable VOPH escrow account in advance for the Developer infrastructure projects, such cash escrow account deposit(s) shall serve as the security to the County for the Developer's performance under this Agreement. However, with respect to each public infrastructure project administered by the

Developer (both as the Constructing Entity for the County Utility Projects and all Developer projects involving public infrastructure) the following requirements shall apply to the general contractor and other third-party professionals selected by the Developer for such public infrastructure project:

a. **Performance and Payment Bond(s)**. The applicable contractor(s) shall be required, prior to commencing construction of the public infrastructure project, to post in favor of the applicable Co-Developer and Pasco County and provide to Pasco County, for its approval, a performance and payment bond acceptable to the Co-Developer and Pasco County to guarantee payment of the contractors' obligations as required by the law (the **"Performance and Payment Bond"**). The Performance and Payment Bond shall be with a bank, surety, or other financial institution reasonably acceptable to Developer and Pasco County, which is authorized to do business in the State of Florida, and which has an "A" policyholders rating and a financial rating of at least Class VII in accordance with the most current Best's Key Rating Guide. The Performance and Payment Bond shall be in the amount of 125% of the construction contract amount. The cost of issuance of the Performance and Payment Bond(s) required pursuant to this Agreement is hereby authorized and shall be included in the total approved costs for the public infrastructure project(s).

b. **Conditions of Performance Guarantees**.

    i. The Performance and Payment Bonds required pursuant to this Agreement must be issued by a bank, surety, savings association, or other financial institution (the **"Performance Guarantee Issuer"**) reasonably acceptable to Developer and Pasco County that is authorized to do business in the State of Florida.

    ii. The Performance Guarantee Issuer must have and maintain (1) a minimum financial ranking of 120 in the Bank Financial Quarterly, or a similar financial ranking acceptable to Pasco County's Risk Manager, and (2) a minimum rating of at least AA/Aa/AA by S&P, Moody's, or Fitch. If the Performance Guarantee Issuer does not maintain the minimum financial ranking above or is downgraded below the minimum rating above, the Performance Guarantee Issuer must notify Pasco County and Developer within five (5) days, and the contractor must provide a substitute Performance Guarantee in substantially the same form and containing the same terms as the original Performance Guarantee from a bank of financial institution with the minimum ratings set forth above within fifteen (5) days of such downgrade event, or Pasco County or Developer may draw on the original Performance Guarantee and complete or cause the completion of the Public Infrastructure Project.

    iii. The Performance Guarantee must provide for draws to be made on a bank or savings association located in West Central Florida or by facsimile to other Performance Guarantee Issuers.

c. **Default Event**. In the event of a contractor default hereunder with respect to the construction of any public infrastructure project, Pasco County or applicable Co-Developer may call on and avail itself of the Performance Guarantee and complete or cause the completion of the public infrastructure project.

d. **Maintenance Guarantee**. Upon completion of the public infrastructure project and final acceptance by Pasco County and/or FDOT, applicable, in accordance with the County Engineering Inspections Division certification as required in this Section, the construction contractors shall be required to guarantee that the Pasco County improvements included in the public infrastructure project (not the FDOT improvements) and all work performed thereon is free from defects in workmanship or materials for a maintenance period of three (3) years (the **"Maintenance Period"**). Accordingly, each construction contractor shall provide a maintenance guarantee valid for such Maintenance Period, and the monetary amount that shall be made available to the Pasco County Board of County Commissioners under the terms of such guarantee shall equal fifteen percent (15%) of the cost of the Pasco County improvements included in the public infrastructure project (the **"Maintenance Guarantee"**). The Maintenance Period shall commence on the date of acknowledgement of completion and acceptance of the Maintenance Guarantee in accordance with this section. The costs for the Maintenance Guarantee are authorized and shall be included in the approved total costs for the public infrastructure project. The applicable contractor shall be responsible for maintaining the Pasco County improvements included in the public infrastructure project during the Maintenance Period and, if any part of the Pasco County improvements included in the public infrastructure project should fail within this period due to a defect in workmanship or materials, it shall be repaired, replaced and/or restored to satisfactory condition and/or operation at no cost to Pasco County. In the event the applicable contractor does not maintain the Pasco County improvements included in the public infrastructure project during the Maintenance Period, the Pasco County Administrator shall notify such contractor in writing via certified mail, return receipt requested, of the areas that require maintenance. Such contractor shall have sixty (60) days from receipt of the notice to perform the required maintenance to the satisfaction of the Pasco County Administrator or be in default of the Maintenance Guarantee, unless a longer time is agreed upon between the contractor and the Pasco County Administrator. Developer shall be responsible for requesting, in writing, a final inspection from the Pasco County Engineering Inspection Division not before ninety (90) days prior to the termination of the Maintenance Period. Upon receipt of the request for final inspection, the Engineering Inspections Division shall notify Developer and the applicable contractor via certified mail, return receipt requested, postmarked within thirty (30) days of such request, providing a list of deficiencies of items to be remedied by the contractor before the expiration of the Maintenance Period. In the event the contractor does not remedy the deficiencies before the expiration of the maintenance Period, the contractor shall be in default of the Maintenance Guarantee. This remedy for correction shall be a contractual obligation in the applicable construction contract that is a cumulative and not exclusive remedy. Upon completion of construction of the public infrastructure project and final inspection by Pasco County as being constructed in accordance with all appropriate contract documents and permit requirements, etc., and upon the expiration of the required Maintenance Guarantee during the Maintenance Period, Pasco County shall be responsible for maintenance of the Pasco County improvements included in the public infrastructure project and all associated drainage facilities which are not commingled/combined. Upon the remedy of any defects to the satisfaction of the Pasco County Administrator, or in the case of no defects, but in any case no sooner than the expiration of the Maintenance Period, the Pasco County Administrator and County Attorney may release this Maintenance Guarantee.

e. **Insurance**.

i. **General**. No work shall commence on the public infrastructure project, nor shall occupancy of any of the property within the public infrastructure project limits take place until the required Certificates of Insurance and certified true and exact copies of all insurance policies are received by Pasco County and/or FDOT, as applicable, as set forth below:

1. During the term of this Agreement, Developer shall require any engineers and/or general contractors providing work for the improvements to pay for or maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies authorized to transact business in the State of Florida which have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current *Best's Key Rating Guide* and which are reasonable satisfactory to Pasco County and/or FDOT, as applicable.

2. Developer shall require the engineers and/or general contractor to provide to Developer and to Pasco County and/or FDOT, as applicable, evidence of insurance coverage of the types and in the amounts required by submitting four (4) original, executed Certificates of Insurance on the form to be provided by Pasco County and/or FDOT, as applicable, to Developer. Each certificate shall set for the original, manual signatures of the authorized representative of the insurance company[ies], identified therein and shall have attached thereto, proof that said representative is authorized to execute the same. In addition to the Certificates of Insurance required herein, Developer shall require the engineers and/or contractors to also provide to Pasco County and/or FDOT, as applicable, certified true and exact copies of all insurance policies required hereunder at the time of submittal of the Certificates of Insurance. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to the agreement between Developer and the contractor for the improvement.

3. All policies of insurance required by this Agreement shall require that the insurer deliver to Pasco County and/or FDOT, as applicable, and Developer thirty (30) days' written notice prior to any cancellation, intent not to renew, or reduction in coverage and ten (10) days' written notice of any nonpayment of premium. Such notice shall be delivered by certified U.S. Mail to Pasco County and Developer, addressed to the parties as described in the notice provision of this Agreement. In the event of any reduction in the aggregate limit of any policy, Developer shall require the engineers and/or contractor to immediately restore such limit to the amount required herein.

4. Developer shall require that all insurance coverage provided by the engineers and/or general contractor be primary to any insurance or self-insurance program of Pasco County and/or FDOT, as applicable, and Developer that is applicable to the work provided for in this

Agreement. All such insurance shall also remain in effect until final payment and until after the Maintenance Period provided herein.

5. Receipt by Pasco County and/or FDOT, as applicable, of any Certificate of Insurance or copy of any policy evidencing the insurance coverage and limits required by the contract documents does not constitute approval or agreement by Pasco County and/or FDOT, as applicable, that the insurance requirements have been satisfied or that the insurance policies or Certificate of Insurance are in compliance with the requirements under this Agreement.

6. The insurance coverage and limits that Developer shall require from engineers and/or contractors under this Agreement are designed to meet the minimum requirements of Pasco County and/or FDOT, as applicable. They are not designed as a recommended insurance program. Developer shall notify the engineers and/or contractors that the engineers and/or contractors shall be responsible for the sufficiency of its own insurance program.

7. If the insurance coverage initially provided by the engineers and/or contractors is to expire prior to completion of the work, Developer shall require the engineers and/or contractors to provide renewal Certificates of Insurance on Pasco County or FDOT's forms, as applicable, thirty (30) days prior to expiration of current coverage.

8. All insurance policies that Developer shall require the engineers and/or contractors to obtain pursuant to this Agreement, other than workers' compensation and employer's liability policy, shall specifically provide that Pasco County, the Pasco County Engineer, FDOT (if applicable), and each of their respective officers, employees, and agents shall be "additional insured" under the policy and shall also incorporate a severability of interests provision. All insurance coverages required herein shall apply to all engineers' and/or contractors' activities and any subcontractors' activities for the Public Infrastructure Project without regard for the location of such activity.

ii. **Coverage**. Amounts and types of insurance shall conform to the following minimum requirements and shall be listed on a current Pasco County Certificate of Insurance form, which shall be provided by the engineers and/or contractors to Developer.

1. **Workers' Compensation and Employer's Liability Insurance**. Developer shall require that coverage be maintained by the engineers and/or contractors for all employees engaged in the work in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than (a) Florida's statutory requirements for workers' compensation insurance, and (b) One Million Dollars ($1,000,000.00 USD) per incident. Developer shall require the engineers and/or contractors and their respective insurance companies

to waive their rights of subrogation against Pasco County and/or FDOT, as applicable, and their respective agents and employees.

2. **Commercial General Liability Insurance**. Developer shall require commercial general liability insurance coverage be maintained by the engineers and/or contractors, which shall include, but not be limited to personal and advertising injury; contractual for the improvements, including any hold-harmless and/or indemnification agreement; independent contractors; broad form property and personal injury, and combined single limits:

    a. **General Aggregate**. Two Million Dollars ($2,000,000.00 USD).

    b. **Products, Completed Operations Aggregate**. Two Million Dollars ($2,000,000.00 USD).

    c. **Bodily Injury, Including Death (Each Person)**. One Million Dollars ($1,000,000.00 USD).

    d. **Bodily Injury, Including Death (Each Occurrence)**. Two Million Dollars ($2,000,000.00 USD).

    e. **Property Damage (Each Occurrence)**. One Million Dollars ($1,000,000.00 USD).

    f. **Personal and Advertising Injury (Each Occurrence)**. Five Hundred Thousand Dollars ($500,000.00 USD).

    g. **Fire Damage (Any One (1) Fire)**. Five Hundred Thousand Dollars ($500,000.00 USD).

3. **Business Automobile Liability Insurance**. Developer shall require coverage to be maintained by the engineers and/or contractors as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles and employees' non-ownership with limits of not less than (a) One Million Dollars ($1,000,000.00 USD) combined, single limit for bodily injury and personal injury, including death, and (b) One Million Dollars ($1,000,000.00 USD) combined, single limit for property damage.

4. **Excess Liability Insurance**. Developer shall require coverage be maintained by the contractors for excess liability, which shall be over and above the commercial general liability insurance and business automobile liability insurance requirements, with limits of not less than (a) Three Million Dollars ($3,000,000.00 USD) per occurrence, and (b) Three Million Dollars ($3,000,000.00 USD) aggregate.

5. **Professional Error and Omissions Liability Insurance**. Developer shall require that the engineers maintain standard, professional-

liability insurance in the minimum amount of One Million Dollars ($1,000,000.00 USD) per occurrence.

6. **Special Instructions**. Occurrence form professional, liability insurance is highly preferred. However, if the consultant is only able to secure claims-made, professional-liability insurance, then special conditions apply. Any Certificate of Insurance issued to Pasco County and/or FDOT, as applicable, must clearly indicate whether the coverage is on a claims-made basis. If coverage is afforded on a claims-made basis, then Developer shall require the consultant to be obligated by virtue of this Agreement to maintain insurance in effect with no less limits of liability nor any more restrictive and/or conditions for a period of five (5) years from the Effective Date (as defined below) of this Agreement.

13. **General Provisions**.

a. **Constitutional Limitations**. The terms and conditions of this Agreement placed upon Pasco County are applicable only to the extent they are within and consistent with the constitutional and statutory limitations on the authority of the County. Specifically, the parties acknowledge that the County is without authority to grant or pledge a security interest in any of the County's revenue sources or County property.

b. **Independent Capacity; Limitation on Liability.** The Co-Developers, Designated MPUD Owner(s), any designated Constructing Entity/Developer and any consultants, contractors, or agents are and shall be, in the performance of all work, services, and activities under this Agreement, independent contractors and not employees, agents, or servants of Pasco County or joint venturers with Pasco County. The Co-Developer, their agents and representatives do not have the power or authority to bind Pasco County in any promise, agreement, or representation other than specifically as provided for in this Agreement. Pasco County shall not be liable to any person, firm, or corporation who contracts with or provides goods or services to the Co-Developers with respect to any private infrastructure project for debts or claims accruing to such parties against the Co-Developer(s) for such private infrastructure project, and the County's liability hereunder shall extend only to the funds deposited into the VOPH Roadway Escrow Account or the VOPH Utility Escrow Account, as applicable, for the public infrastructure projects included in this Agreement. There is no contractual relationship expressed or implied between Pasco County and any other person, firm, or corporation supplying any work, labor, services, foods, or materials to any private infrastructure project.

c. **Time Extensions**.

i. If Pasco County reasonably requires additional time beyond that allocated herein to act upon a submission by the Co-Developer or its designee of complete and correct documents for review and/or approval, there shall be an automatic extension of the time periods set forth in this Agreement for the public infrastructure project for the documented number of days which it takes Pasco County beyond the days allowed for the Pasco County's review and/or approval.

ii. If the Co-Developer is unable to meet a deadline as set forth in this Agreement for any public infrastructure project, the Co-Developer may, prior to the deadline, submit a request to the County Administrator for administrative amendment, which shall not be unreasonably withheld or delayed.

d. **Contracts**. All contracts entered into by either Co-Developer for any public infrastructure projects shall be made in accordance with all applicable laws, rules, and regulations; shall be specified by written contract or agreement; and shall be subject to each applicable paragraph set forth in this Agreement. The applicable Co-Developer shall monitor all contracts on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports submitted to Pasco County and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

i. The Co-Developer shall cause all applicable provisions of this Agreement to be included and made a part of any contract for the public infrastructure project.

ii. The Co-Developer agrees to include in all construction contracts a retainage clause providing that upon completion of all work the retainage will be reimbursed.

e. **Law Compliance**. The Co-Developers and Pasco County will comply with all applicable Federal, State, and local laws, rules, regulations, and guidelines related to performance under this Agreement. In particular, the Co-Developers verify and affirm that each party is in compliance with the 8 U.S.C. 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. Pasco County will consider the employment of unauthorized aliens by the Co-Developer(s) during the term of this Agreement a violation of the Immigration and Nationality Act.

f. **Certification**. The applicable Co-Developer shall provide certification to Pasco County and/or FDOT, as applicable, under the seal and signature of a registered, professional engineer that any public roadway infrastructure project has been designed and constructed in accordance with the applicable standards promulgated by the FDOT in Section 336.045, Fla. Stat., if applicable; Pasco County standards; the contract documents; and this Agreement.

g. **Notice**. Any notice or demand to be given to or served upon any party hereto in connection with this Agreement shall be in writing and shall be (i) delivered by hand, or (ii) delivered through the United States mail, postage prepaid, certified or registered, return receipt required, or (iii) delivered through a nationally recognized overnight delivery service, such as FedEx, which provides proof of delivery. Or, if notice is given by a method other than the foregoing, it shall be deemed to be given and received when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the following addresses:

If to Pasco County:

Pasco County Administrator
West Pasco Government Center
8731 Citizens Drive, Suite 340
New Port Richey, Florida 34654

With a copy to:

David A. Goldstein, Esq., Chief Assistant County Attorney
West Pasco Government Center
8731 Citizens Drive, Suite 340
New Port Richey, Florida 34654

If to Co-Developers:

VOPH Master Development Company, LLC
Attn: Mark Metheny
4065 Crescent Park Drive
Riverview, FL 33578

And: Galvin Land Services, LLC
Attn: Mike Galvin
121 Snell Isle Blvd.
Sat. Petersburg, FL 33704

With a copies to:

Joel R. Tew, Esquire
Tew & Associates
35595 U.S. Hwy 19 N, #921
Palm Harbor, Florida 34684

And: Via email to:
jtew@tewlaw.us
mmetheny@westbaytampa.com
bbradburn@westbaytampa.com
mike@galvincompany.com
wnunn@westbaytampa.com

If to Engineer Verification Agent:

W.E. Oliver, P.E., LLC
Attn: W.E. Oliver, P.E., President
P.O. Box 10361
Tampa, FL 33679
Email: bill@weo-pe.com
Phone: (813) 748-9188

If to Financial Escrow Agent:

Phelps Dunbar LLP
Attn: Robert H. Gidel Jr., Esq.
100 S. Ashley Drive,
Suite 2000
Tampa, FL 33602
Email: robert.gidel@phelps.com
Phone: 813-472-7759

It is agreed that, if any party hereto is represented by legal counsel, such legal counsel is authorized to delivered notice directly to the other party on behalf of his or her client, and the same shall be deemed proper notice hereunder if delivered in the manner hereinabove specified.

Any party hereto may, at any time by giving three (3) days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

Any notice or demand that may be given hereunder shall be deemed complete (notwithstanding the lack of actual receipt by addressee) (i) three (3) days, after depositing any such notice or demand in the United States mail with proper postage affixed thereto, certified or registered, return receipt requested, or (ii) on the next business day after deposit (prior to the deadline for delivery on such business day) with a nationally recognized overnight delivery service which provides evidence of delivery, or (iii) upon hand-delivery to the appropriate address as herein provided during normal business hours.

h. **Entire Agreement**. Except for the respective VOPH-MPUD approvals and subsequent development approvals through application of the Land Development Code for such VOPH-MPUD's, this Agreement embodies and constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated herein, and this Agreement supersedes all prior and contemporaneous agreements, understands, representations, communications, and statements, either oral or written between the Co-Developers, the Engineer Verification Agent, the Financial Escrow Agent, and Pasco County as to the specific subject matters set forth herein.

i. **Modification and Amendment**. Neither this Agreement, nor any portion hereof, may be waived, modified, amended, discharged, nor terminated, except as authorized by law pursuant to an instrument in writing, signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought and then only to the extent set forth in such instrument. The County Administrator shall be authorized to bind the County to any modification or amendment hereto without Board approval provided the item does not exceed the Administrator's authorized expenditure (or fee credit award) limit of fifty thousand dollars ($50,000.00). Any amendment to this Agreement shall require only the Co-Developers' execution, and not any VOPH-MPUD Owner(s) (who shall be deemed third-party beneficiaries, only, as set forth below).

j. **Waiver**. The failure of any party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is a violation of the terms of this

Agreement shall not be construed as a waiver of the violation or breach or of any future violation, breach, or wrongful conduct.

k. **Contract Execution**. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts shall constitute one (1) and the same agreement.

l. **Gender**. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa.

m. **Headings**. All article and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

n. **Severability**. In case anyone (1) or more of the provisions contained in this Agreement is found to be invalid, illegal, or unenforceable in any respect, such invalidity, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless such unenforceable provision results in ta frustration of the purpose of this Agreement or the failure of consideration.

o. **Construction**. The parties hereby agree that each has played an equal part in the negotiation and drafting of this Agreement and, in the event any ambiguity should be realized in the construction or interpretation of this Agreement, the result of such ambiguity shall be equally assumed and realized by each of the parties to this Agreement.

p. **Cancellation**. This Agreement may be canceled by mutual consent of the parties to this Agreement.

q. **Third Party Beneficiaries**. Pasco County and the Co-Developers acknowledge and agree that, upon their consummation of the respective closings upon the Designated VOPH-MPUD, each VOPH-MPUD Owner and its successors and assign(s) shall be deemed an express, intended third-party beneficiary of this Agreement to the extent this Agreement pertains to any off-site infrastructure which serves the Designated VOPH-MPUD. Such VOPH-MPUD Owner(s) shall not be deemed "parties" to this Agreement and nothing in this Agreement shall be construed to benefit any person or entity not a party or an express third-party beneficiary to this Agreement.

r. **Signatories Authority**. By the execution hereof, the parties covenant that the provisions of this Agreement have been duly approved and signatories hereto are duly authorized to execute this Agreement.

s. **Controlling Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising from this Agreement shall be in the 6th Judicial Circuit in and for Pasco County, Florida.

t. **Successors and Assigns**. The terms of this Agreement shall be binding upon the Co-Developers, their respective successors and assigns. Either Co-Developer may assign its interest in this Agreement and its respective rights and obligations hereunder, in whole or in part, to any firm, corporation, or other legal entity, to any authorized CDD,

POA, or other County-approved entity created for the purpose of constructing or operating a public infrastructure project with the consent of all parties to this Agreement, which consent shall not be unreasonably withheld or delayed, and any such assignee shall be entitled to all the rights and powers of such participation hereunder; provided however, that the Co-Developer shall deliver to Pasco County a copy of any such fully executed assignment instrument as a condition to the effectiveness of such assignment, and further, if such assignee (a) is not wholly owned or majority controlled by the Co-Developer, or (b) is not an authorized CDD or POA as provided for herein, such assignment shall require Pasco County's prior written consent, which shall not be unreasonably withheld. Upon any such assignment, such assignee shall succeed to all the rights and obligations of the applicable Co-Developer as to such assigned matters, only. The duties, rights and obligations of the Financial Escrow Agent and Engineer Verification Agent under this Agreement shall not be assignable without the prior written consent of the County and Co-Developers.

u. **Survival**. The provisions of all sections of this Agreement that, from their sense and context are intended to survive the term or any termination of this Agreement, including, but not limited to, affirmative maintenance and other obligations, in order for them to be effectual and have the meaning intended by the parties, shall so survive (but shall expire within any specific time limitation which may be expressly stated elsewhere in this Agreement) the term or any termination of this Agreement and remain independently binding upon the parties, as applicable.

v. **Force Majeure**. In the event any party's performance of this Agreement is delayed or interrupted by consequent act of God, or the public enemy, or national emergency, or a government restriction upon the use of availability of labor or materials, or civil insurrection, riot, racial or civil rights disorders or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm hurricane, sinkholes, earthquake, or other casualty, disaster, or catastrophe, or judgment, or a restraining order or injunction of any court, or material supply shortage, equipment or labor disruption beyond the control of such party (individually or collectively a "Force Majeure" event), such party shall not be liable for such nonperformance, and the time of performance shall be extended for the number of days that the force majeure event delays or interrupts such party's performance of this Agreement as reasonably determined by the other parties. This paragraph shall not apply to Force Majeure events caused by the party with delayed or interrupted performance or under the control or caused by the party with delayed or interrupted performance . In the event performance by any party of the commitments set forth in this Agreement shall be interrupted or delayed in connection with acquisition of necessary governmental permits or approvals which interruption or delay is caused through no fault of the party with a delayed performance, then the party with a delayed performance shall submit documentation to the other parties regarding such event for review and concurrence. If such documentation shows that such event(s) have taken place, then the party with a delayed performance shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof. Any Force Majeure event which exceeds one hundred eighty (180) days shall require a formal amendment to this Agreement. For purposes of this paragraph, the Engineer Verification Agent and Financial Escrow Agent shall be considered parties to this Agreement.

w. Indemnification. Developer shall indemnify and hold harmless the County, the Engineer Verification Agent and the Financial Escrow Agent and their employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the Developer's design, permitting or construction of the Infrastructure Projects, provided that any such liability, claim, suit, demand, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Infrastructure Projects themselves), or arises out of any infringement of patent rights, copyrights, trademarks, or other intellectual property rights held by others, and (b) is caused in whole or in part by an act or omission of Developer or anyone directly or indirectly employed or retained by Developer, or anyone for whose act any of them may be liable. The foregoing indemnity by the Developer shall not apply to any willful misconduct, gross negligence or other malfeasance by either the Financial Escrow Agent or the Engineer Verification Agent in the performance of their prescribed duties under this Agreement.

x. **Public Records**. The Developer, Financial Escrow Agent, Engineer Verification Agent, and all contractors performing work under this Agreement, as applicable, shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, each such party shall (a) keep and maintain those public records required by the County hereunder to perform the services under this Agreement; (b) upon request from the County's custodian of public records provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the applicable party does not transfer the records to the County; and (d) upon completion of the Agreement, transfer, at no cost to the County, all public records in possession of such party. Upon transfer, the party shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. All documentation produced as part of this Agreement will become the property of the County. This paragraph shall survive the expiration or termination of this Agreement.

IF ANY APPLICABLE PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER (727) 815-7092, E-MAIL ADDRESS oeg@pascocountyfl.net, WEST PASCO GOVERNMENT CENTER, 8731 CITIZENS DRIVE, SUITE 135, NEW PORT RICHEY, FLORIDA 34654.

y. Under Florida law, a company who fails to provide the public records to the County within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement. Such records shall be and remain

available at the applicable party's place of business at all reasonable times during the term of this Agreement and for five (5) years after Agreement termination.

z. **Term**. This Agreement shall remain in effect from the date of execution by the last party to sign the agreement (the **"Effective Date"**) until December 31, 2050, unless otherwise extended by mutual consent of the parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the respective dates set forth below.

CO-DEVELOPER:

VOPH Master Development Company, LLC,
A Florida limited liability company

By: _____
Name: Mark Methey
Title: Vice President
Date: 10/10/2022

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10 day of October, 2022 by Mark Methey of VOPH Master Development Company, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me ~~or has produced _____ as identification.~~

_____
Notary Public
State of Florida
Print Name: Heather Mattiza
My Commission Expires: November 21, 2025

HEATHER MATTIZA
Notary Public-State of Florida
Commission # HH 200611
My Commission Expires
November 21, 2025

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CO-DEVELOPER:

Galvin Land Services, LLC,
A Florida limited liability company

By: _____
Name: Mike GALVIN
Title: MANAGER
Date: 10-5-22

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5 day of October, 2022 by Mike Galvin of Galvin Land Services, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida
Print Name: _____
My Commission Expires: _____

JODILYNN FURLONG
MY COMMISSION # GG 922978
EXPIRES: February 15, 2024
Bonded Thru Notary Public Underwriters

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

COUNTY:

PASCO COUNTY, FLORIDA,
through its Board of County Commissioners

By: _____
Kathryn Starkey, its Chairperson

Date: _____

(SEAL)

ATTEST:

_____
Clerk of the Board, Nikki Alvarez-Sowles, Esq.

10/5/2022, C15 PDD23-0005

APPROVED
IN SESSION

OCT 25 2022

PASCO COUNTY
BCC

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

DESIGNATED MPUD OWNER ENTITIES, as INTENDED THIRD-PARTY BENEFICIARIES:

VOPH LAC Bailey, LLC
For Bailey MPUD

By: _____
Name: Mike Galvin
Title: MANAGER

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5 day of October, 2022 by Mike Galvin of VOPH LAC Bailey, LLC, a FL limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

_____
Signature of Notary

Printed Name: _____

[Notary Seal]

Serial Number: _____

JODILYNN FURLONG
MY COMMISSION # GG 922978
EXPIRES: February 15, 2024
Bonded Thru Notary Public Underwriters

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Galvin Land Services, LLC
For Price Harvest Hills North MPUD, Price Harvest Commons MPUD, Price Harvest Hills South MPUD, Hopkins MPUD, & Nursery MPUD

By: _____
Name: Mike Galvin
Title: MANAGER

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5 day of October, 2022 by Mike Galvin of Galvin Land Services, LLC, a FL limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

_____
Signature of Notary

Printed Name: _____

[Notary Seal]

Serial Number: _____

JODILYNN FURLONG
MY COMMISSION # GG 922978
EXPIRES: February 15, 2024
Bonded Thru Notary Public Underwriters

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

VOPH Land Acquisition Company, LLC
For Evans Pasadena MPUD f/ka Evans Parcel G-1; Evans Parcel H-1; & Evans Parcel H-2 MPUD's)

By: _____
Name: MARK MOTHENY
Title: VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10 day of OCTOBER, 2022 by MARK MOTHENY of VOPH Land Acquisition Company, LLC, a FL limited liability company, on behalf of the company. He/she is personally known to me ~~or has produced _____ as identification.~~

HEATHER MATTIZA
Notary Public-State of Florida
Commission # HH 200611
My Commission Expires
November 21, 2025

[Notary Seal]

_____
Signature of Notary

Printed Name: HEATHER MATTIZA

Serial Number: HH 200611

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CONSENT & JOINDER(S) FOR ESCROW AGENTS

ENGINEER VERIFICATION AGENT:

W.E. Oliver, P.E. LLC

By: Wm E Oliver
Name: William E. Oliver
Title: President

STATE OF FLORIDA

COUNTY OF Hillsborough

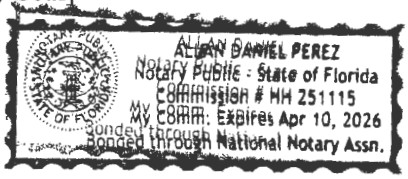
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18th day of October, 2022 by William E. Oliver of W.E. Oliver, P.E., LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or has produced Florida Driver License O416-925-55-091-0 as identification.

Signature of Notary

Printed Name: Allan D. Perez

Serial Number: HH 251115

[Notary Seal]



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

And Its Sub-Consultant:

Vanasse, Hangen, Brustlin, Inc.

By: _____
Name: Demond Hazley
Title: Managing Director

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20 day of October, 2022 by Demond Hazley of Vanasse, Hangen, Brustlin, Inc., a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

_____
Signature of Notary

Printed Name: Gabrielle Spell

Serial Number: GG 923561

[Notary Seal]

GABRIELLE SPELL
Commission # GG 923561
Expires February 16, 2024
Bonded Thru Budget Notary Services

[SIGNATURES CONTINUE ON NEXT PAGE]

FINANCIAL ESCROW AGENT:

Phelps Dunbar, LLP

By: _____
Name: ROBERT GIDEL JR.
Title: PARTNER

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18th day of October, 2022 by Robert Gidel, Jr., partner or agent, on behalf of Phelps Dunbar, LLP, a _____ limited liability ~~partnership~~. He/she is personally known to me or has produced _____ as identification.

LORI N. HARRIS
MY COMMISSION # GG 342758
EXPIRES: June 14, 2023
Bonded Thru Notary Public Underwriters

[Notary Seal]

_____
Signature of Notary

Printed Name: Lori N. Harris

Serial Number: GG 342758

SCHEDULE OF EXHIBITS

Exhibit A: List of Designated VOPH-MPUDs for each Co-Developer [w/ Matching MPUD Applicant Entity]

Exhibit B-1: Designated Master Roadway Pipeline Projects for each Co-Developer [w/ matching VOPH-MPUDs]

Exhibit B-2: Graphic Depiction for Master Roadway Pipeline Projects

Exhibit C: Phasing Plan for Designated Master Roadway & Developer Utility Pipeline Projects

Exhibit D-1: Graphic for County's Handcart Main Potable Water Transmission Line

Exhibit D-2: Graphic for County's Handcart Main Sanitary Sewer Transmission Line

Exhibit E-1: Graphic for Developer Potable Water Transmission Line Projects

Exhibit E-2: Graphic for Developer Wastewater Transmission Line Projects

Exhibit E-3: Graphic for Developer Reclaim Transmission Line Projects

Exhibit E-4: Designated Developer Utility Projects for each Co-Developer [w/ matching VOPH-MPUDs]

Exhibit F: Scope of Services for Engineer Verification Agent ("EVA")

Exhibit A

List of Designated VOPH-MPUDs

MPUD Name	Co-Developer	MPUD Entity
Bailey MPUD	Galvin Land	VOPH LAC Bailey, LLC
Price Harvest Hills North MPUD	Galvin Land	Galvin Land Services, LLC
Price Harvest Commons MPUD	Galvin Land	Galvin Land Services, LLC
Price Harvest Hills South MPUD	Galvin Land	Galvin Land Services, LLC
Hopkins MPUD	Galvin Land	Galvin Land Services, LLC
Nursery MPUD	Galvin Land	Galvin Land Services, LLC
Pasadena (G-1; H-1; H-2) MPUD	VOPH Master	VOPH Land Acquisition Company, LLC

Prior or subsequent to closing on the applicable VOPH-MPUD land, the applicable Co-Developer shall have the right to designate a substitute VOPH-MPUD ownership entity; provided, however, that the applicable VOPH master roadway plan pipeline project identified for each such VOPH-MPUD shall remain applicable to and binding upon each successor owner or assignee so designated by the Co-Developer, as to that VOPH-MPUD. In addition, either Co-Developer with the consent of the County Administrator may designate additional VOPH-MPUDs with appurtenant designated master roadway pipeline project(s), in which event the applicable exhibits to this Development Agreement shall be administratively amended by the applicable Co-Developer and the County Administrator.

Exhibit B-1

Designated Master Roadway Pipeline Projects

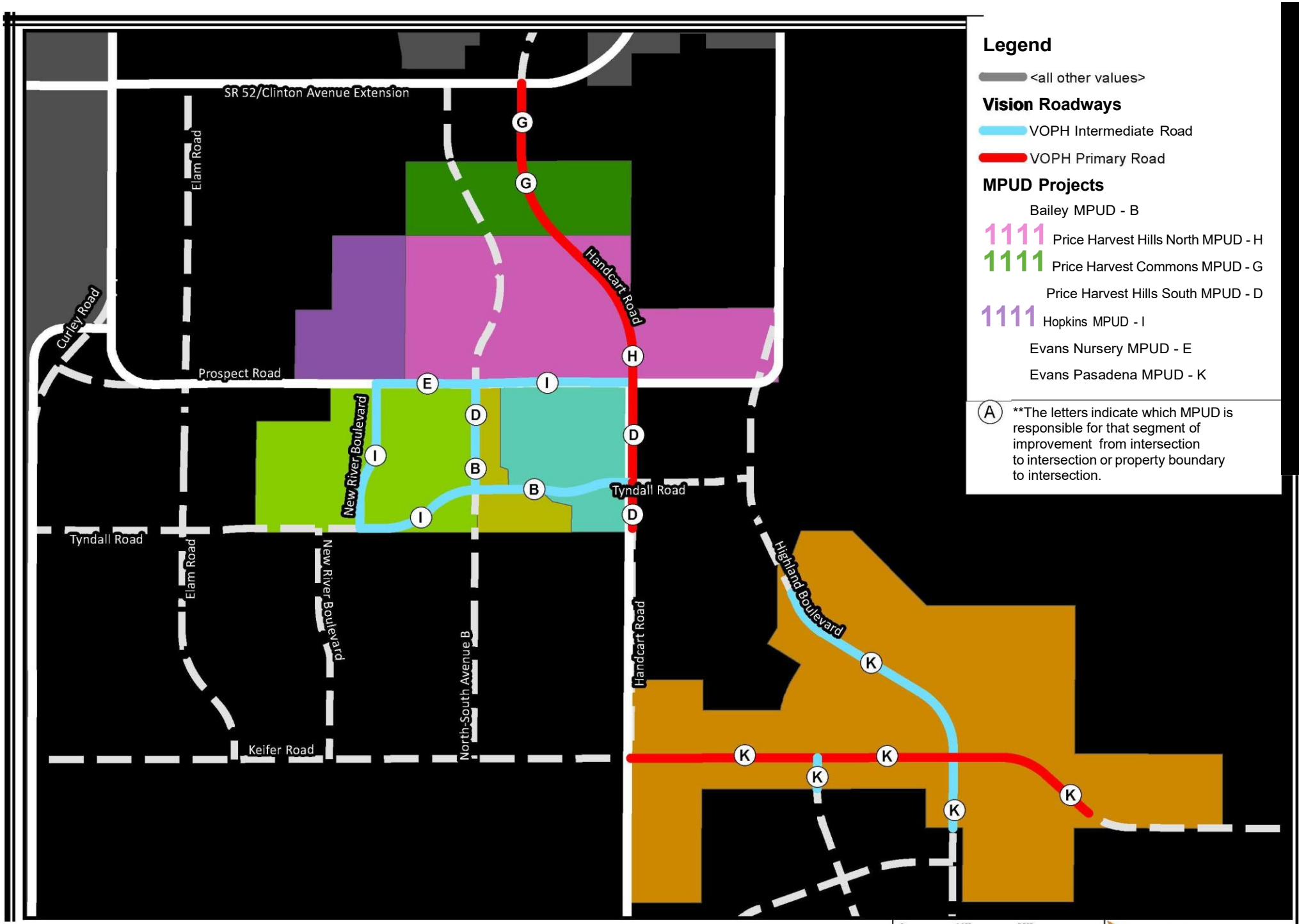
Designated VOPH-MPUD	**Designated Roadway Pipeline Project(s)**
Bailey MPUD:	Tyndall Road from Handcart Road to North-South Avenue B (Intermediate Off-Site Creditable); and North-South Avenue B from Tyndall Road to Bailey MPUD entrance (Intermediate Off-Site Creditable)
Price Harvest Hills North MPUD:	Handcart Road from Prospect Road north to Price Harvest Hills North MPUD boundary (Primary Creditable)
Price Harvest Commons MPUD:	Handcart Road from southern boundary of Price Harvest Commons MPUD to Clinton Avenue (Primary Creditable)
Price Harvest Hills South MPUD:	Handcart Road from Tyndall Road to Prospect Road (Primary Creditable); and North-South Avenue B from Prospect Road to Bailey MPUD Entrance (Intermediate Off-Site Creditable)
Hopkins MPUD:	New River Blvd. from Prospect Road to Tyndall Road (Intermediate Off-Site Creditable); and Tyndall Road from New River Blvd. to North-South Avenue B (Intermediate Off-Site Creditable); and Prospect Road from North-South Avenue B to Handcart Road (Intermediate Off-Site Creditable)
Evans Nursery MPUD:	Prospect Road from New River Blvd. to North-South Avenue B (Partially Intermediate Off-Site Creditable and Partially Intermediate On-Site Not Creditable*)
Evans Pasadena MPUD(s):	Keifer Road from Handcart Road to the easternmost subdivision entrance constructed by the Co-Developer (Primary Creditable) (the remaining eastern portion of Keifer Road within Pasadena MPUD(s) shall require right-of-way dedication only); Highlands Blvd. from the southern MPUD boundary to the northernmost subdivision entrance constructed by the Co-

	Developer (Intermediate On-Site Not Creditable*) (the remaining northern portion of Highland Blvd. within Pasadena MPUD(s) shall require right-of-way dedication only); the entirety of the internal roadway south of Keifer Road to the southern MPUD boundary (not creditable*)

- Fee credit for on-site intermediate roadways is subject to VOPH Financial Plan amendment. In the event on-site intermediate roadways are made creditable, then this Exhibit B-1 shall be deemed automatically amended (without further action by the Board or County Administrator) to provide VOPH Development Fee credits for all such intermediate roadways constructed by the Co-Developers. Any Designated VOPH-MPUD which had prior MPUD approval without such on-site intermediate roadway credits shall be updated by PDD through a Non-Substantial Modification, to conform to the VOPH-Financial Plan, as amended, and to provide for such on-site intermediate roadway credits consistent with this DA, without a required application from such previously-approved VOPH-MPUD.

Exhibit B-2

Graphic Depiction of Designated Master Roadway Pipeline Projects



Villages of Pasadena Hills

Exhibit B-2 (Master Roadway Pipeline Projects)

Pasco County

HEIDT DESIGN -- (813) 253-5311

Date Saved: 1/6/2022Map Document: G:

Exhibit C

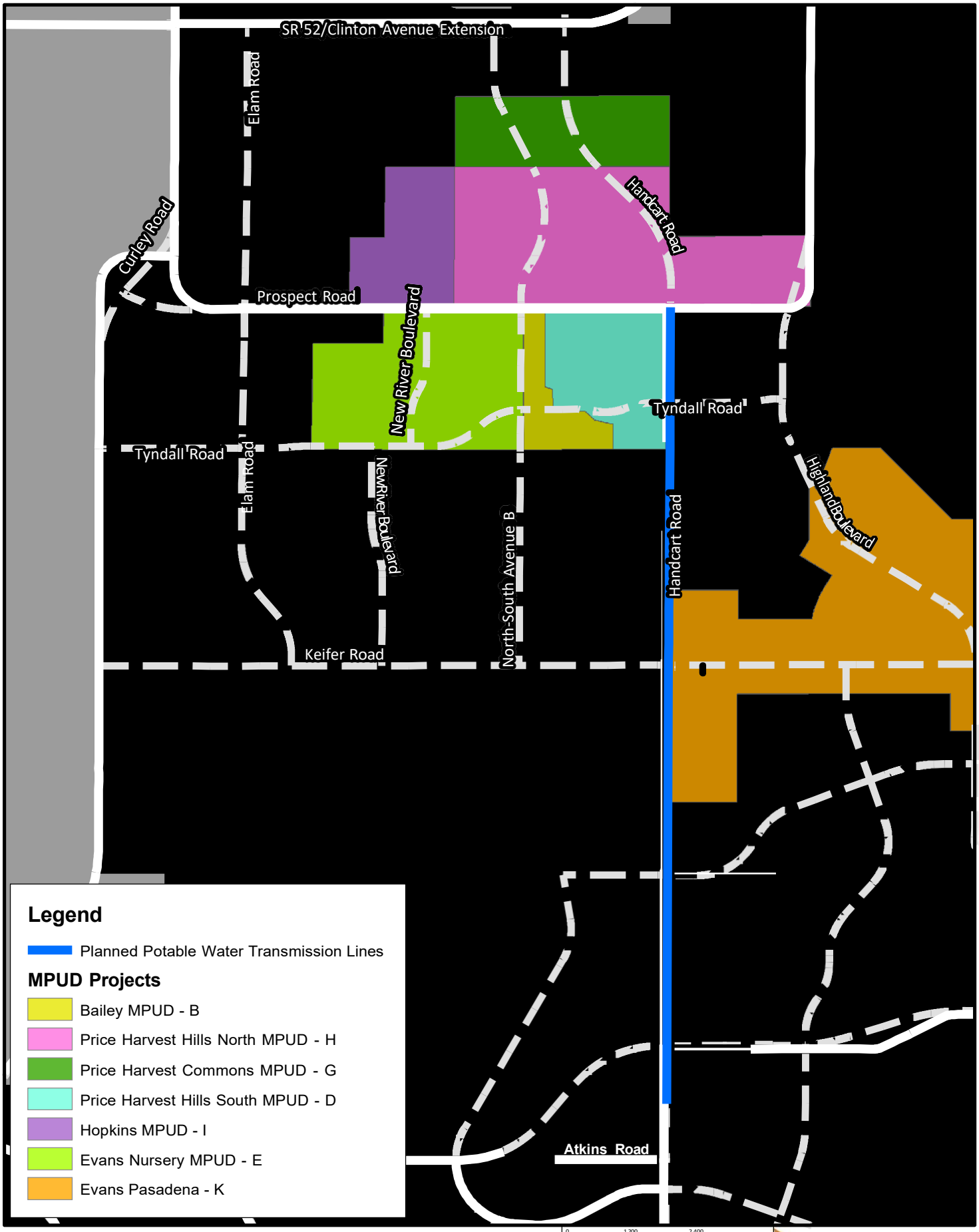
Initial Phasing Plan for Designated Master Roadway Plan & Developer Utility Pipeline Projects

Design/Permitting:	Commence design/permitting and right-of-way acquisition (if necessary) not later than thirty (30) days after (i)the VOPH-MPUD rezoning final approval and (ii) the closing by the Co-Developer or its Designated VOPH-MPUD Owner have both occurred, for the applicable Designated VOPH-MPUD Project (the "Initial Commencement Date")
Escrow Funding Date:	Not later than thirty (30) days after issuance of the Site Development Permit (or Site Development Placard) for the applicable roadway and/or utility project
Construction:	Commence roadway and/or utility construction not later than twelve (12) months after issuance of the Site Development Permit (or Site Development Placard) for the applicable roadway and/or utility project
Completion:	Complete roadway and/or utility construction not later than eighteen (18) months after commencement of construction for the applicable roadway and/or utility phase. Construction shall be deemed "complete" when the applicable roadway or utility project is open for public use and the applicable Maintenance Guarantee (as defined in the Agreement) has been accepted by the County.

Note: The foregoing schedule shall apply to each separate VOPH-MPUD Master Roadway Pipeline Project and/or Developer Utility Project, which project(s) may be designed, permitted and/or constructed in phases, and may overlap or occur concurrently, in the Co-Developer's discretion, provided that each applicable, individual VOPH-MPUD pipeline project deadline nevertheless is met. The subsequent, actual sequencing of the Master Roadway Pipeline and/or Developer Utility Projects by the Co-Developer or its designee(s) shall not affect the credibility of any Master Roadway Pipeline or Developer Utility Project, as established in each applicable Designated VOPH-MPUD approval or this Agreement. Applicable credits shall be awarded upon the earlier of (i) funding by the applicable Co-Developer of the VOPH Roadway Escrow Account or VOPH Utility Escrow Account, as applicable, or (ii) completion of construction and verification of costs for the Designated Master Roadway Plan Pipeline Project or Developer Utility Project (as applicable), as provided in this Agreement.

Exhibit D-1

Graphic for County's Handcart Main Potable Water Transmission Line



Villages of Pasadena Hills

Exhibit D-1 [County's Handcart Main Potable Water Transmission Line] Pasco County

0 1,200 2,400 Feet

Source: Heidt Design, Pasco County

N

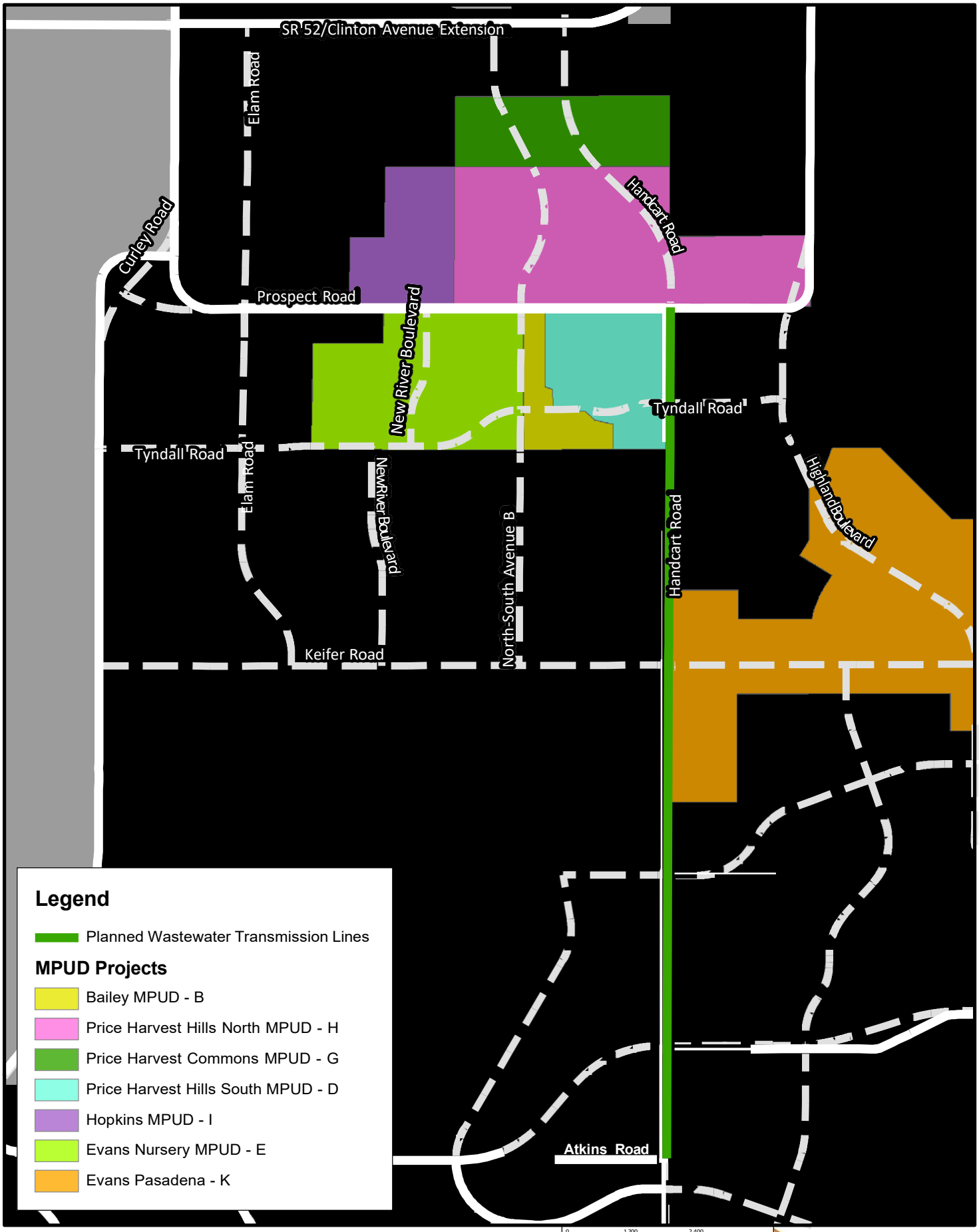
Data were acquired from various sources including but not limited to state, county, and local entities. Heidt Design does not warrant data provided by other sources for accuracy, or for any particular use that may require accurate information. This map is for informational purposes only and should not be substituted for a true title search, property appraisal, or survey.

HEIDT DESIGN (813) 253-5311

Date Saved: 3/28/2022Map Document: G:\GIS_Projects\Pasco\VOPH\VOPH\MXD\VOPH_PH1\VOPH_Ph1_MPUD_20220328_water.mxd-- --E Caltagirone

Exhibit D-2

Graphic for County's Handcart Road Main Sanitary Sewer Transmission Line



Villages of Pasadena Hills

Exhibit D-2 (County's Handcart Sanitary Sewer Transmission Line)

Pasco County

0 1,200 2,400 Feet

Source: Heidt Design, Pasco County

N

Data were acquired from various sources including but not limited to state, county, and local entities. Heidt Design does not warrant data provided by other sources for accuracy, or for any particular use that may require accurate information. This map is for informational purposes only and should not be substituted for a true title search, property appraisal, or survey.

HEIDT DESIGN (813) 253-5311

Date Saved: 3/28/2022Map Document: G:\GIS_Projects\Pasco\VOPH\VOPH\MXD\VOPH_PH1\VOPH_Ph1_MPUD_20220328_waste.mxd-- --E Caltagirone

Exhibit E-1
Graphic for Developer Potable Water Transmission Line Projects



Villages of Pasadena Hills

Exhibit E-1 [Developer Potable Water Transmission Lines]

Pasco County

0 1,100 2,200 Feet

N

Source: Heidt Design, Pasco County

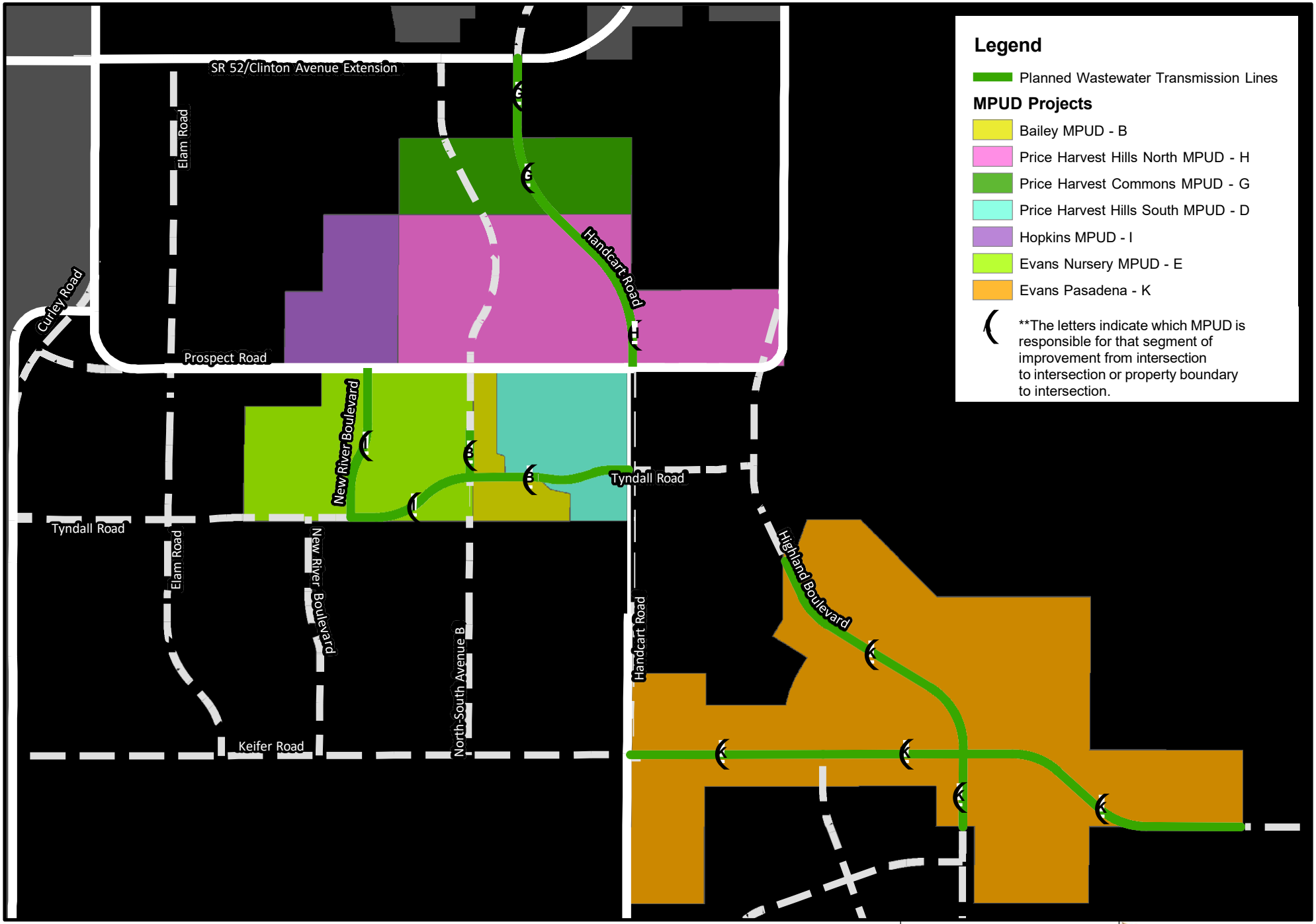
Data were acquired from various sources including but not limited to state, county, and local entities. Heidt Design does not warrant data provided by other sources for accuracy, or for any particular use that may require accurate information. This map is for informational purposes only and should not be substituted for a true title search, property appraisal, or survey.

HEIDT DESIGN (813) 253-5311

Date Saved: 1/6/2022Map Document: G:\GIS_Projects\VOPH\VOPH\MXD\VOPH_PH1\VOPH_Ph1_MPUD_20210628_water.mxd-- -- E Caltagirone

Exhibit E-2

Graphic for Developer Wastewater Transmission Line Projects



Villages of Pasadena Hills

Exhibit E-2 [Developer Wastewater Transmission Lines]

Pasco County

0 1,100 2,200 Feet

N

Source: Heidt Design, Pasco County

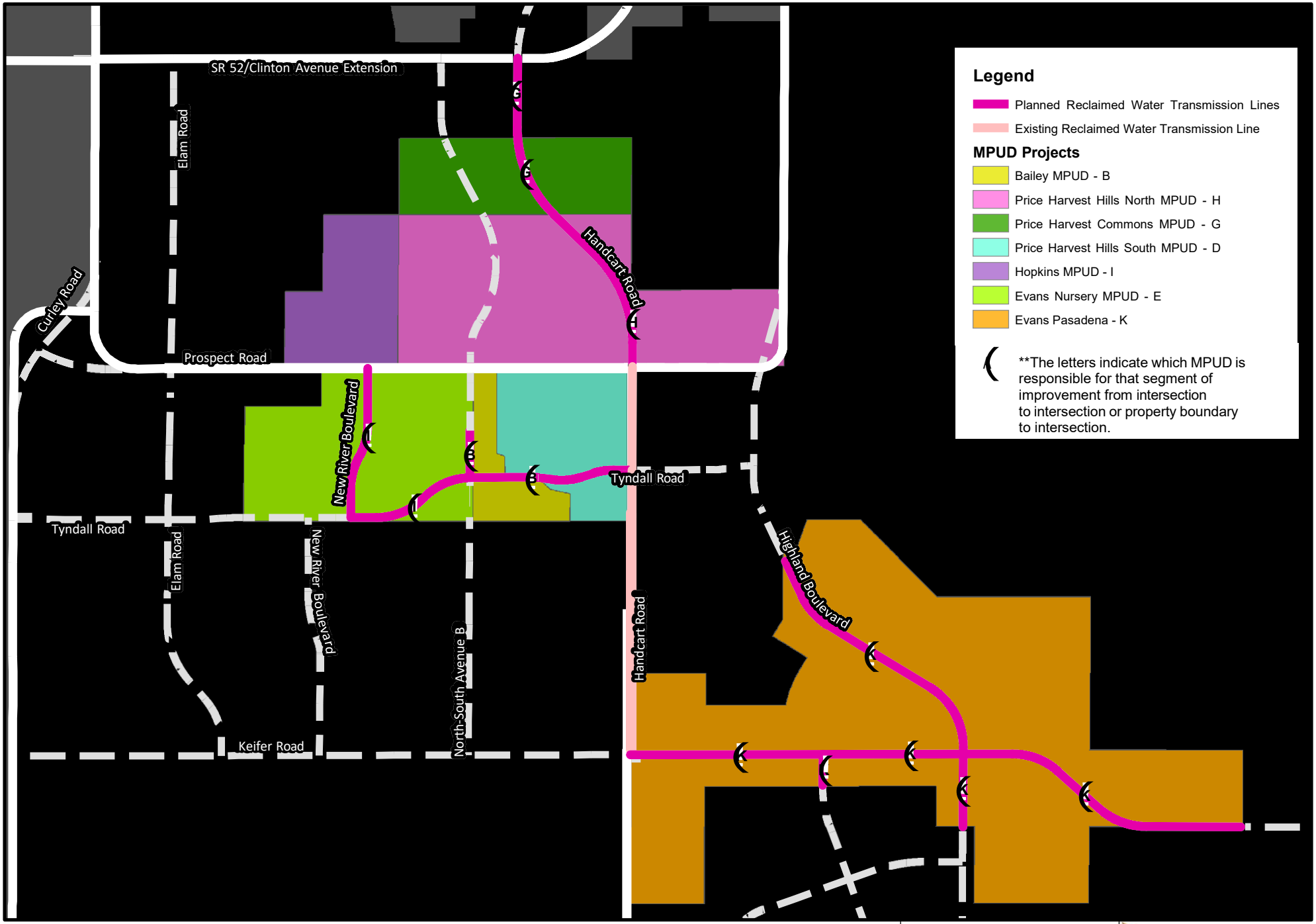
Data were acquired from various sources including but not limited to state, county, and local entities. Heidt Design does not warrant data provided by other sources for accuracy, or for any particular use that may require accurate information. This map is for informational purposes only and should not be substituted for a true title search, property appraisal, or survey.

HEIDT DESIGN (813) 253-5311

Date Saved: 1/6/2022Map Document: G:\GIS_Projects\VOPH\VOPH\MXD\VOPH_PH1\VOPH_Ph1_MPUD_20210628_waste.mxd-- -- E Caltagirone

Exhibit E-3

Graphic for Developer Reclaim Water Transmission Line Projects



Villages of Pasadena Hills

Exhibit E-3 [Developer Reclaim Transmission Lines]

Pasco County

0 1,100 2,200 Feet

N

Source: Heidt Design, Pasco County

Data were acquired from various sources including but not limited to state, county, and local entities. Heidt Design does not warrant data provided by other sources for accuracy, or for any particular use that may require accurate information. This map is for informational purposes only and should not be substituted for a true title search, property appraisal, or survey.

HEIDT DESIGN (813) 253-5311

Date Saved: 1/6/2022Map Document: G:\GIS_Projects\VOPH\VOPH\MXD\VOPH_PH1\VOPH_Ph1_MPUD_20210628_reclaimed.mxd-- -- E Caltagirone

Exhibit E-4

Designated Developer Utility Projects

Designated MPUD	**Potable Water, Wastewater & Reclaim Lines**
Bailey MPUD:	Tyndall Road from Handcart Road to North-South Avenue B; North-South Avenue B from Tyndall Road to Bailey MPUD Project Entrance
Price Harvest Hills North MPUD:	Handcart Road from Pasadena Point to northern MPUD property line
Price Harvest Commons MPUD:	Handcart Road from southern MPUD boundary to Clinton Avenue
Price Harvest Hills South MPUD:	Not Applicable
Hopkins MPUD:	Tyndall Road from North-South Avenue B to New River Blvd; New River Blvd. from Tyndall Road to Prospect Road
Evans Nursery MPUD:	Not Applicable
Evans Pasadena MPUD:	Keifer Road from Handcart Road to the MPUD's easternmost subdivision entrance; Highland Blvd. from The MPUD's southernmost subdivision entrance to its northernmost subdivision entrance

Note: To the extent the County Utility Projects (as defined in the Agreement) include any portion(s) of the foregoing Developer Utility Projects, such overlapping utility segments shall be treated as and deemed to be County Utility Projects under this Agreement.

Exhibit F
Scope of Engineer Verification Agent Services
for Roadways and Utilities Capital Infrastructure
Villages of Pasadena Hills MPUD Owner Projects

RECITALS

The EVA will review and verify the propriety of requests for third-party disbursement payments, reimbursements, and/or award of fee credits (as applicable) for implementing capital improvement infrastructure described in the "Funding and Escrow Agreement" ("F&EA"), and provide its recommendation to the requestor, Co-Developer, Pasco County, and a Financial Escrow Agent. Within this scope of services, EVA will create submittal requirement checklists, review regular (monthly) electronic submittal packages, maintain public records, and issue acceptance/approval letters to the above parties.

These services will be primarily led by and undertaken by a W.E. Oliver, P.E., LLC sub-Consultant firm, Vanasse, Hangen, Brustlin, Inc., referred to herein as "VHB". W.E. Oliver, P.E., LLC and Vanasse Hangen Brustlin, Inc. are jointly referred to as the "EVA".

SCOPE OF WORK

Task 1: Project Administration
The EVA will prepare project kick-off, quality assurance review, monitoring procedures, regular administration services for communications, project billing, filing and administer the work order assignment through the project term of service.

Up to a bi-monthly basis, EVA will meet by video-conference (e.g. MS Teams, WebEx, ZOOM, etc.) and coordinate with Pasco County, Financial Escrow Agent, Co-Developers, and/or representatives to discuss current progress, explain steps and process of obtaining disbursement, reimbursement, and/or credit reviews, and the role of the EVA.

Task 2: Prepare Typical Disbursement, Reimbursement, and/or Fee Credit Materials
The EVA will coordinate with Pasco County, Financial Escrow Agent, Co-Developers, and/or representatives to create payment disbursement, reimbursement, and fee credit review requirement checklists and define Co-Developer materials required for submittal, process diagrams, and approval letter templates. The EVA will provide a draft copy of the checklist (substantively consistent with the terms of the F&EA) to the County and the Co-Developers for review and comment. The EVA will then revise the checklist based on consolidated comments

received for resubmit. A maximum total of three (3) reviews and revisions will be undertaken. All of the materials will be created using MS Office Suite software.

Co-Developers will be required to submit an official letter that lists the required materials for the EVA to determine the amount of eligible disbursement, reimbursement, or fee credits, as applicable, and include in the package, at a minimum, the following evidence:

A. Co-Developer applicant letter indicating amount of third-party disbursement, reimbursement, or fee credits requested, with amounts segmented by Escrow Account (as needed);
B. Eligibility Criteria Checklist signed by Co-Developer applicant;
C. Co-Developer Applicant Contact information, address, etc.;
D. Installation Segment Location: Location of the applicable capital improvements (e.g. transmission lines are located in the ROW (Name of Road) from X segment to Y Segment, with map);
E. Proof that all improvements adhere to the capital improvements identified in the F&EA;
F. Certified 3rd party (e.g. Co-Developer's Engineer of Record) cost estimate verification for requested disbursement, reimbursement, or fee credit amount;
G. Approved Pasco County sign off of Construction Drawings for the creditable improvements;
H. Land is dedicated or easements are in place for installation of improvements;
I. Proof of Inspection Verification Sign off by Pasco County; and
J. Other criteria as required by EVA to complete reviews for Pasco County and Financial Escrow Agent approvals (consistent with the terms of the F&EA).

Task 3: Receive, Review, and Process Co-Developer Authorization Requests

The EVA will review and document Co-Developer application submittals for third-party disbursements, reimbursements, and/or fee credit awards, as applicable under the F&EA. It is anticipated that thirty (30) Co-Developer verification requests will occur on a no more frequently than monthly basis over the initial three (3) years, and with optional extensions, up to five (5) year anticipated project length.

It is assumed that the applications will occur electronically, will contain all required Task 2 materials, that review correspondence will occur through email, that multiple reviews and issuance of printed deficiency comments will not be typically necessary.

The EVA will prepare and maintain a database (MS Office Suite) that summarizes the review completed for the submitted materials and prepare a document to submit to the County for concurrence review prior to issuance of an acceptance letter to the County and the Escrow Agent.

Upon completed review and acceptance of Co-Developer verification application materials, the EVA will issue a signed and sealed letter to the County and Escrow Agent approving the third-

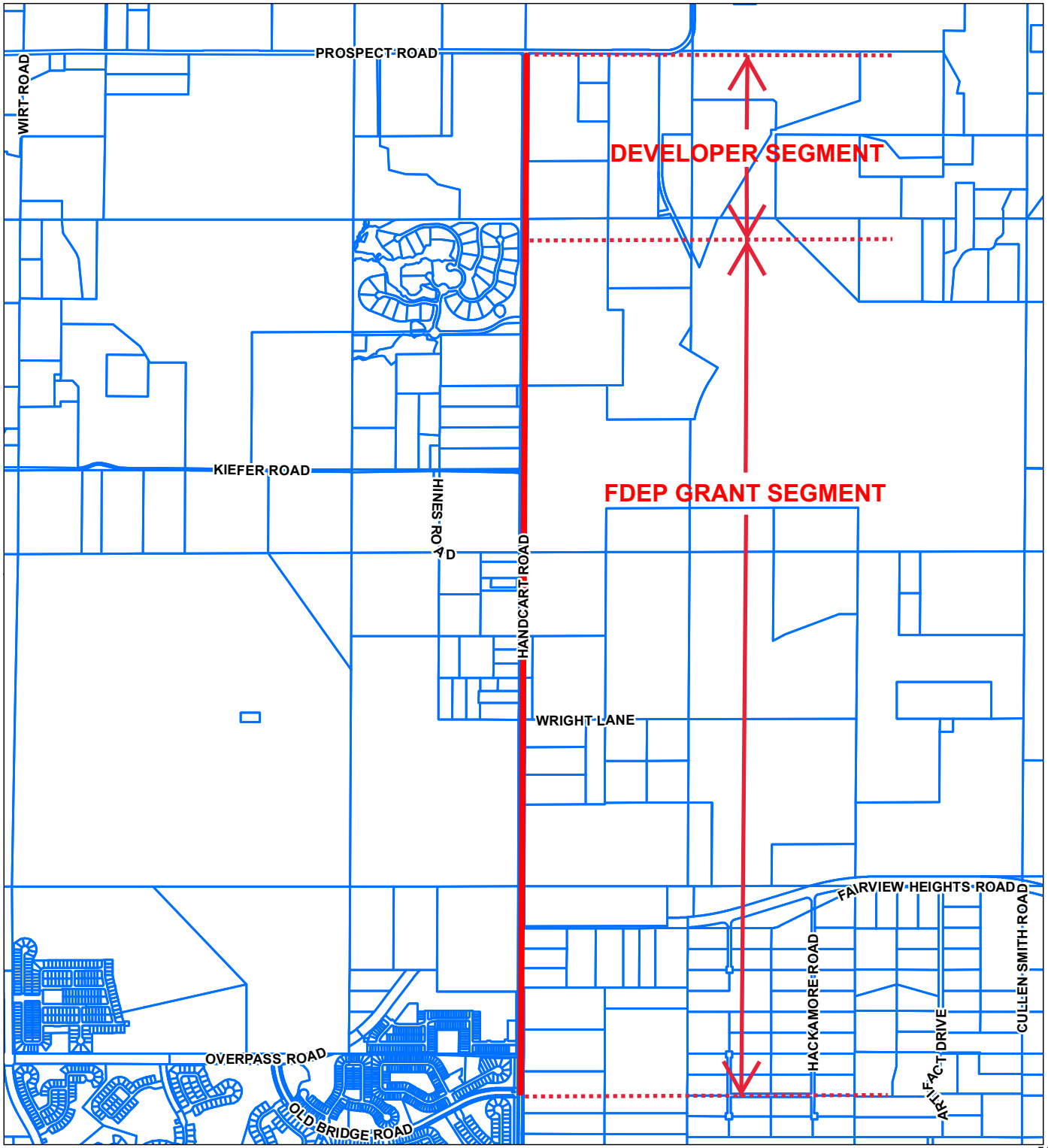
party disbursement or Co-Developer reimbursement payment from the Escrow Account(s), and/or the recommendation for award of fee credits to the County, as applicable.

The EVA will maintain the submitted materials and record of actions in an organized, electronic filing system per County and Florida Statutes requirements.

SCHEDULE

The EVA will begin performance of the above services on the date written authorization to proceed is received. The schedule is also subject to timely delivery of information required by the Co-Developer and is exclusive of County or other review of interim products. Upon receipt of a complete review request, review and recommendation is expected to be completed within 20 days.

A three (3) year-long project is initially anticipated to complete the Co-Developer projects, but the F&EA provides for two additional one-year extension options. Tasks One and Two services will be commenced upon receipt of Notice to Proceed and confirmation of sufficient Co-Developer application funding. Subsequent Tasks Three and Four services will be undertaken as disbursement, reimbursement, and/or fee credit verification requests are received.



UTD23-0180

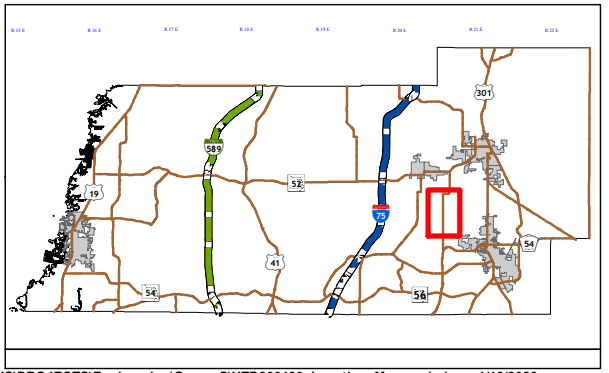
Pasco County Handcart Road Water and Wastewater

SUBJECT AREA

COMMISSION DISTRICT: 1

0 2,000 4,000

Feet



F:\GIS\PROJECTS\Engineering\Genny S\UTD230180_Location_Map.mxd glame 1/18/2023

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** UT23-0245 **DATE:** 3/21/2023

SUBJECT: Budget Amendment Journal No. 924 and Purchasing Approval to Reallocate Fiscal Year 2022 Approved Amount for Fiscal Year 2023 – Agreement No. LPA0206 Standard Grant Agreement, State of Florida Department of Environmental Protection – Pasco County Handcart Road Water and Wastewater – $6,841,104.00

REFERENCES: UTD22-0012, UTD22-0263, PDD23-0005, UTD23-0180

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: David Allen, Utilities Director

RECOMMENDED BOARD ACTION:

Approve purchasing approval to reallocate Fiscal Year (FY) 2022 approved amount for the State of Florida Department of Environmental Protection (FDEP) Standard Grant Agreement, Pasco County Handcart Road Water and Wastewater Agreement No. LPA0206, in the Not To Exceed (NTE) amount of $6,500,000.00 for FY 2023.

Approve Budget Amendment Journal No. 924 in the amount of $341,104.00 for FY 2023.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On October 26, 2021, the County entered into a $6,500,000.00 grant agreement with the FDEP to construct water and wastewater infrastructure improvements along a portion of Handcart Road. The project's purpose is to stimulate economic growth in the area of Pasadena Hills.

On October 25, 2022, the County approved the Villages of Pasadena Hills (VOPH) Global Funding and Escrow Agreement to provide roadway and utility infrastructure inside the VOPH Special Planning Area. The agreement also designated the VOPH Developers as the constructing entity for the Handcart Road utility infrastructure described in the FDEP Grant. The Global Funding Agreement included a provision for a supplemental joint funding agreement to allocate any excess costs beyond the $6,500,000.00 FDEP Grant.

On February 21, 2023, the County approved a Joint Funding Agreement between Pasco County, VOPH Master Development Company, LLC, and Galvin Land Services, LLC (collectively referred to as the “VOPH Developers”) and budget amendment for the design and construction of water and wastewater infrastructure along Handcart Road. Project costs associated with the FDEP Grant Segment will be paid by the County, with reimbursement from the FDEP up to the $6,500,000.00 grant amount.

On April 19, 2022, the County approved Task Order No. 1-22 with Ardurra Group, Inc. (Ardurra), for engineering management services for the Handcart Road Utility Improvements Program Management project in the NTE amount of $343,688.00, $2,585.00 was expended in FY 2022 leaving a remaining amount of $341,103.00 on Task Order No. 1-22.

The Utilities Department, with concurrence from the Purchasing Department, requests approval to reallocate the FY 2022 approved amount with FDEP for Pasco County Handcart Road Water and

Wastewater in the NTE amount of $6,500,000.00 for FY 2023 resulting in the cumulative NTE amount of $9,057,500.00 for the contract term expiring on March 31, 2024. This amount associated with FDEP includes the full value of the construction and design award for the grant as well as engineering and project management services provided by Ardurra, as described above.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding in the amount of $6,500,000.00 is available in FY 2023 in the Water and Wastewater Capital Fund, Water and Wastewater Connection Fees, Utilities Capital Improvement, Project 22043, Grant # G22001.

Funding in the amount of $341,103.00 will be available for Fiscal Year 2023 upon approval of Budget Amendment Journal No. 924 in the Water and Wastewater Capital Fund, Water and Wastewater Connection Fees, Project 22043.

DISTRIBUTION:
Not applicable.

ATTACHMENT(S):
1. UT23-0245 Memorandum UTD22-0012
2. UT23-0245 Memorandum UTD22-0263
3. UT23-0245 Memorandum PDD23-0005
4. UT23-0245 Memorandum UTD23-0180
5. UT23-0245 Budget Amendment Journal No. 924
6. UT23-0245 Location Map

cc: Carrie C. Roberts, Purchasing Director

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** UTD22-0012 **DATE:** 10/26/2021

SUBJECT: Agreement No. LPA0206 Standard Grant Agreement – State of Florida Department of Environmental Protection – Pasco County Handcart Road Water and Wastewater; Budget Amendment Journal No. 3; and Recognize Revenue in the Water & Wastewater Capital Fund – $6,500,000.00

REFERENCES: Not Applicable

AGENDA SECTION: Consent Agenda

THRU: Michael Carballa, Assistant County Administrator

FROM: Charles Cullen, Utilities Engineering Director

RECOMMENDED BOARD ACTION:

Approve the Florida Department of Environmental Protection (FDEP) Standard Grant Agreement, Pasco County Handcart Road Water and Wastewater Agreement No. LPA0206 in the amount of $6,500,000.00. Authorize the Chairman to execute one original of the Standard Grant Agreement provided, and direct Board Records to Distribute as set forth under the distribution section below.

Approve Budget Amendment Journal No. 3 in the amount of $6,500,000.00 for Fiscal Year (FY) 2022.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

Pasco County has been awarded through FDEP, $6,500,000.00 to provide water and wastewater infrastructure improvements to stimulate economic growth in the currently underdeveloped area of Pasadena Hills, a portion of central Pasco County.

Pasco County will construct a water and wastewater distribution system including a piping system an d appurtenances, a lift station, restoration, project management, and all work necessary to complete the project as outlined in the Grant Work Plan in Attachment 3 of the Standard Grant Agreement.

The Standard Grant Agreement begins upon execution and expires on March 31, 2024. This grant award does not require any match from Pasco County. This is a cost-reimbursement agreement.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Upon approval of Budget Amendment Journal No. 3, funding in the amount of $6,500,000.00 will be budgeted and available in the Water & Wastewater Capital Fund, Utilities Engineering & Contract Management Department for FY 2022.

DISTRIBUTION:

Board Records to distribute as set forth below:
1. Retain the original Standard Grant Agreement.
2. Electronically to: Joshua Wood, Assistant Director, Public Infrastructure Fiscal and Business Administration Department – jwood@pascocountyfl.net. The Standard Grant Agreement will be sent

electronically to the FDEP and upon execution, a fully executed .pdf will be sent electronically to Board Records.

ATTACHMENT(S):

1. UTD22-0012 FDEP Standard Grant Agreement No. LPA0206 (One Original)
2. UTD22-0012 Budget Amendment Journal No. 3
3. UTD22-0012 Location Map

REVISION/ACCEPTANCE FORM

BOCC MEETING OF: 10/26/2021

AGENDA ITEM #: C42

MEMO FILE #: UTD22-0012

NAME & DEPT: Charles Cullen, P.E. BCEE - Utilities Engineering & Contract Management Director

PHONE NUMBER: 813-235-6189 ext 6977

*****NOTE THE TYPES OF REVISIONS MADE OR DOCUMENTATION LEFT*****

(Page Swap, Revised Memo, Revised Contract/Document, Added Documentation, Received & File Item, Proof of Publication Item, Addendum, Emergency Item)

Original agreement was not sent to Board Records with the agenda memo file.

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

BCC APPROVED
04/19/2022

COMMISSION DISTRICT: 1 **FILE NO.:** UTD22-0263 **DATE:** 4/19/2022

SUBJECT: Task Order No. 1-22 – Ardurra Group, Inc. – Handcart Road Utility Improvements Program Management (PCU22-401.00) – $343,688.00

REFERENCES: Memorandum PU20-0035

AGENDA SECTION: Consent Agenda

THRU: Michael Carballa, Assistant County Administrator

FROM: Charles Cullen, Utilities Engineering Director

RECOMMENDED BOARD ACTION:

Approve Task Order No. 1-22 (Task Order) with Ardurra Group, Inc. (Ardurra), for engineering management services for the Handcart Road Utility Improvements Program Management project (Project) in the Not to Exceed (NTE) amount of $343,688.00 for Fiscal Year (FY) 2022 utilizing the NTE payment method referenced in the agreement, which can be paid in monthly progress payments. Authorize the Chairman to execute the two originals of the Task Order provided, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On December 16, 2020, the County Administrator, through delegation from the Board of County Commissioners (BCC), executed the Continuing Professional Services Agreement (RSQ-DS-20-056) with Ardurra for miscellaneous professional services.

The Utilities Engineering and Contract Management (E&CM) negotiated the attached Task Order with Ardurra to provide engineering services for the management of the Project. The Project consists of improvements to the utility infrastructure in the Villages of Pasadena Hills neighborhood along Handcart Road which are necessary to maintain the level of service for the customers and to meet future demands projected for the area. The Project will be executed by contracted private developers and Ardurra will oversee the work on behalf of the County. Ardurra's services include project management, design reviews, permitting assistance as well as construction management. The table below shows the overall schedule and budget of the project.

Estimated Schedule and Budget:

Project Activity	Projected Schedule Start	Projected Schedule Finish	Fiscal Year	Estimated Budget Amount
Project Management Services	April 2022	December 2024	2022	$343,688.00

The schedule in the task order and table above is related to Ardurra's estimated time to complete the proposed services only and does not include the County's time that might be necessary to complete the services and close the Task Order. Therefore, the term of the Task Order has been set at the time which the upper limit is paid in full, the County terminates it, or December 15, 2025, whichever is sooner, to give the department flexibility to complete the Project.

The Utilities E&CM Department, with concurrence from the Purchasing Department, requests approval of Task Order, with Ardurra in the NTE amount of $343,688.00 for FY 2022, utilizing the NTE payment method referenced in the agreement, which can be paid in monthly progress payments.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding in the amount of $343,688.00 is budgeted and available for FY 2022 in the Water and Wastewater Capital Fund, Utility Engineering and Contract Management, Water Connection Fees.

DISTRIBUTION:

Board Records to distribute as set forth below:

1. Retain One Original
2. Electronically to: Sarah N. Rodriguez, P.E., PMP, Utilities Engineering Manager, Utilities Engineering and Contract Management (Public Infrastructure) – srodriguez@pascocountyfl.net
3. Mail One Original to:
   Mr. Christopher F. Kuzler, PE
   Ardurra Group, Inc.
   4921 Memorial Hwy., Suite 300
   Tampa, FL 33634

ATTACHMENT(S):

1. UTD22-0263 Task Order 1-22 (Two Originals)
2. UTD22-0263 Location Map
3. UTD22-0263 Executed Agreement RSQ-DS-20-056 _Ardurra

cc: Kimberlie Miller, Interim Purchasing Director
Justin Grant, MPA, Public Infrastructure Fiscal and Business Administration Director

Egbert, Shannon

From: Egbert, Shannon
Sent: Thursday, April 21, 2022 3:15 PM
To: Sarah Rodriguez
Cc: Schmidt, Donalee; Justin G. Grant (jgrant@pascocountyfl.net); Charles Cullen (ccullen@pascocountyfl.net)
Subject: BCC 04-19-2022 C39 UTD22-0263 Handcart Road Utility Improvements Program Management
Attachments: BCC 04-19-2022 C39 UTD22-0263 Handcart Road Utility Improvements Program Management.pdf

Good Afternoon,

At the Pasco County Board of County Commissioners meeting of April 19, 2022, the above mentioned agenda item was approved. Attached is a copy of the document for your files. Per Staff's Memo, an original document will be mailed to Mr. Christopher F. Kuzler.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, click on "Agendas & Minutes" on the left side of the home page, select the meeting date from the list, click on "Agenda" click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,
Shannon Egbert
Operations Lead, Board Records
Deputy Clerk

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller
14236 6th Street, Suite 201
Dade City, FL 33523
(352) 521-4347 or ext. 4347
segbert@pascoclerk.com

#ServeAndConnect

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** PDD23-0005 **DATE:** 10/25/2022

SUBJECT: Villages of Pasadena Hills - Global Funding and Escrow Agreement

REFERENCES: All Pasadena Hill Planning and Policy Committee (PHPPC), and Board of County Commissioners (BCC) public hearings at 1:30 p.m in New Port Richey (NPR) or Dade City (DC): VOPH PPC in DC: 8/17/22 - BCC in NPR: 10/25/22.

AGENDA SECTION: Consent Agenda

THRU: Sally Sherman, Assistant County Administrator

FROM: Nectarios Pittos, Planning and Development Director

RECOMMENDED BOARD ACTION:

Approve the VOPH Global Funding and Escrow Agreement. Authorize the Chairman to execute the Agreement, and direct Board Records to distribute as set forth under the Distribution Section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

To provide infrastructure for the Villages of Pasadena Hills special planning area, Pasco County and the Co-Developers have mutually agreed to enter into this agreement to induce the Co-Developers and their designated Villages of Pasadena Hills (VOPH) MPUD Owner(s) to privately fund, design, permit, and construct designated roadway and utilities infrastructure projects within the VOPH special planning area. In exchange, said constructing parties who fund the designated infrastructure improvements will receive VOPH Transportation Development Fee and Utility Surcharge Fee Credits consistent with the provisions of the VOPH Financial Plan.

Roadway Infrastructure Projects

Each VOPH-MPUD project is assigned specific projects they will have to design, permit, and construct. Each project will be built to the conditions outlined within the MPUD process. Any change in the obligations of the MPUD must be approved by the County Administrator and relevant Co-Developer as an administrative amendment to this agreement. Currently, The VOPH-MPUDs in this agreement will be responsible for designated segments of the following roads:

- Handcart Road (Primary Road)
- Keifer Road (Primary Road)
- Highland Boulevard (Intermediate Road)
- Tyndall Road (Intermediate Road)
- Prospect Road (Intermediate Road)
- New River Boulevard (Intermediate Road)

Transportation Development Fee Credits

The Designated MPUDs anticipate pre-funding the improvements for each MPUD. Once a deposit is made into the VOPH Roadway Escrow account (a segregated account managed by the Financial Escrow Agent), the County will then provide VOPH Transportation Fee Credits to the applicable Co-Developer or MPUD Owner. Within 45-days after the Financial Escrow Agent confirms funds have been deposited into the VOPH Roadway Escrow Account, the County will issue credits. These credits cannot be used on the VOPH External Improvement Fee or Administrative Fee-these fees

must be paid in cash.

Intermediate Roadway Credits
The 2022 VOPH Financial Plan update (also scheduled for consideration by the BCC on 10/25) if adopted, will provide roadway fee credits for all intermediate roadways (based on a partial allocation of the existing tax increment previously approved in VOPH). This would make both primary and intermediate roads creditable within VOPH and will encourage needed roadway construction within VOPH.

Utility Infrastructure Projects
The County has entered into a grant agreement with the State of Florida Department of Environment Protection (DEP) for designated utility projects within VOPH and desires the Co-Developers to be the constructing entity for the DEP Grant Project. As the constructing entity, the Co-Developers also shall design, permit, and construct additional VOPH Master Utility Projects within this agreement. The funding for any excess costs for the County Master Utility Projects beyond the $6.5 million DEP Grant reimbursement amount will be the subject of a Supplemental Agreement between PCUD and the Co-Developers.

County Master Utility Projects
1. Handcart Road Master Potable Water Transmission Line Extension & Appurtenances (also known as the Main Potable Water System Extension)
2. Handcart Road Main Sanitary Sewer Collection System Extension (also known as the Handcart Main Sanitary Sewer Transmission Line)

Developer Utility Projects
Developers will also be responsible for additional utility projects, which will include: potable water, wastewater, and reclaimed water transmission lines and are located in the following road segments:

- Handcart Road
- Keifer Road
- Highland Boulevard
- Tyndall Road
- New River Boulevard

VOPH Utility Projects Funding and Surcharge Fee Credits
VOPH Utility Surcharge Fees and Credits will work similarly to the Transportation Development Fee Credits, except that utility credits apply only to utility surcharges and not to base utility connection fees.

Supplemental Agreements
This agreement contemplates the negotiation for two additional supplemental agreements: (1) the PCUD Supplemental Agreement for any excess costs for the County Master Utility Projects beyond the DEP Grant amount (see above), and (2) a potential agreement between PDD and the Co-Developers to facilitate review of public roadway construction plans through third-party outsourcing to qualified engineering review consultants (subject to BCC approval).

VOPH Planning and Policy Committee Recommendation
On August 17, 2022, the VOPH Planning and Policy Committee recommended approval of the VOPH Global Funding and Escrow Agreement to the Board of County Commissioners.

This memo was prepared by Gavin Covey, Project Coordinator III.

FISCAL IMPACT/COST/REVENUE STATEMENT:

With the exception of the County Master Utility Projects (which will be addressed by supplemental agreement), all funding of the required roadway and utility projects, and all funding for the Financial Escrow Agent and Engineer Verification Agent, will be provided by the applicable Co-Developer(s) or MPUD Owner(s) in exchange for applicable Transportation Development Fees and Utility Surcharge Fee Credits.

DISTRIBUTION:

Board Records Department to distribute as set forth below.

1. Retain 1 original
2. 2 originals back to Joel Tew

   Joel R. Tew, Esquire
   35595 U.S., Highway 19, North
   #921
   Palm Harbor, FL 34684

3. Electronically to:

   Joel Tew - JTew@tewlaw.us
   Mark Metheny - mmetheny@westbaytampa.com
   Beth Bradburn - bbradburn@westbaytampa.com
   Mike Galvin - mike@galvincompany.com
   Wilhelm Nunn - wnunn@westbaytampa.com
   Bill Oliver - bill@weo-pe.com
   Robert Gidel - rob.gidel@phelps.com
   David Goldstein – dgoldstein@pascocountyfl.net
   Ernie Monaco – emonaco@pascocountyfl.net

ATTACHMENT(S):

1. PDD23-0005 VOPH Global Funding and Escrow Agreement (1)

cc:SS/NP/DG/EM

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

October 28, 2022

Joel R. Tew, Esquire
35595 U.S., Highway 19, North
#921
Palm Harbor, FL 34684

RE: Global Funding and Escrow Agreement
C15 PDD23-0005

Dear Sir/Madam:

At the Pasco County Board of County Commissioners meeting of October 25, 2022, the above mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Agenda", click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Jessica L Popplewell

Jessica L Popplewell
Records Clerk I, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

P.O. Box 338
New Port Richey, FL 34656-0338

(727) 847-8199
www.pascoclerk.com

38053 Live Oak Ave
Dade City, FL 33523-3805

Popplewell, Jessica

From: Popplewell, Jessica
Sent: Friday, October 28, 2022 8:45 AM
To: 'JTew@tewlaw.us'; 'mmetheny@westbaytampa.com'; 'bbradburn@westbaytampa.com'; 'mike@galvincompany.com'; 'wnunn@westbaytampa.com'; 'bill@weo-pe.com'; 'rob.gidel@phelps.com'
Cc: Schmidt, Donalee; Egbert, Shannon; 'David Goldstein'; Ernest D. Monaco (emonaco@pascocountyfl.net)
Subject: BCC 10-25-2022 - C15 PDD23-0005 - Villages of Pasadena Hills - Global Funding and Escrow Agreement
Attachments: BCC 10-25-2022 - C15 PDD23-0005 - Executed Agreement.pdf

Good morning,

At the Pasco County Board of County Commissioners meeting of October 25, 2022, the above mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Agenda", click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

PLEASE REPLY TO ALL

Jessica L Popplewell
Records Clerk I
Deputy Clerk
Board Records Division

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller
East Pasco Government Center
14236 6th Street, Suite 201
Dade City, Fl 33525
(352) 521-4274 ext. 4340
jpopplewell@pascoclerk.com

#ServeAndConnect

FUNDING & ESCROW AGREEMENT
FOR ROADWAYS & UTILITIES CAPITAL INFRASTRUCTURE
VILLAGES OF PASADENA HILLS (VOPH)
DESIGNATED VOPH-MPUD PROJECTS

VOPH Master Development Company, LLC
& Galvin Land Services, LLC

THIS FUNDING & ESCROW AGREEMENT (the "**Agreement**") is made and entered into effective as of the Effective Date (as defined herein), by and between **PASCO COUNTY, FLORIDA,** a political subdivision of the State of Florida ("**Pasco County**" or the "**County**"), by and through its Board of County Commissioners, the governing body thereof, and **VOPH Master Development Company, LLC,** a Florida limited liability company ("**VOPH Master**"), whose address is 4065 Crescent Park Drive, Riverview, FL 33578, and **Galvin Land Services, LLC**, a Florida limited liability company ("**Galvin**"), whose address is 121 Snell Isle Blvd., St. Petersburg, FL 33704 (VOPH Master and Galvin also are referred to herein as the "**Co-Developers**" and each may be referred to herein as a "**Developer**" where the context requires), and is joined in by the individual MPUD applicant entities identified herein, their successors and assigns, as third-party beneficiaries only (individually a "**VOPH-MPUD Owner**" or jointly the "**VOPH-MPUD Owners**"), with reference to the following matters:

RECITALS

A. The County previously established the Villages of Pasadena Hills ("**VOPH**") as a special planning area, including the creation of a Dependent Special District (the "**District**") and establishment of a Stewardship District Ordinance, VOPH Financial Plan, VOPH Master Utility Plan, VOPH Master Roadway Plan, and specific Land Development Code ("**LDC**") regulations applicable to VOPH (as previously or hereafter amended, collectively the "**VOPH Enabling Documents").**

B. In order to provide substantial VOPH master infrastructure facilities required for the commencement of development and thereby to secure a material portion of the anticipated VOPH master infrastructure capital improvements contemplated by the VOPH Financial Plan,, the Co-Developers and the County mutually desire to enter into this Agreement to facilitate the implementation of portions of the VOPH Financial Plan, VOPH Master Utility Plan, and VOPH Master Roadway Plan for a designated number of VOPH-MPUD projects anticipated to commence near-term development on a phased basis (as now or hereafter identified pursuant to this Agreement, the "**Designated VOPH-MPUDs**").

C. The County has entered into a State of Florida Department of Environmental Protection (DEP) Standard Grant Agreement, LPA0206, which provides $6,500,000 on a reimbursement basis for the Handcart Road Water and Wastewater Project.

D. Consequently, this Agreement is intended to specify certain infrastructure and other commitments required to support the respective, Designated VOPH-MPUDs, and the process and conditions for implementation of such capital infrastructure improvements by either Co-Developer as the Constructing Entity (defined below) for the applicable VOPH-MPUD Owner(s) or the County, as applicable.

E. With respect to any VOPH-MPUD already owned by a Co-Developer, this Agreement shall be immediately applicable thereto. However, this Agreement shall apply to and govern the ownership and future development of the other Designated VOPH-MPUDs only if and as of the date the designated VOPH-MPUD Owner(s) acquire record title to the applicable VOPH-MPUD land. This Agreement shall not encumber or otherwise cloud the title to any Designated VOPH-MPUD land until such time as the designated VOPH-MPUD Owner, its successor or assign, acquires record title to same and notice is provided by the applicable Developer to the County pursuant to Section 3.a., below.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth herein, the County and the Developer agree as follows:

AGREEMENT

1. **Recitals & Exhibits**. The above recitals are true and correct, and together with all exhibits hereto, are incorporated by reference herein and made a part of this Agreement.

2. **Intent & Purpose.** It is the intent and purpose of this Agreement to induce the Co-Developers and the applicable VOPH-MPUD Owner(s) to fund, design, permit and construct certain VOPH master roadway and master utility infrastructure projects, in exchange for certain VOPH Transportation Credits and Utility Credits (as defined herein and collectively the "**VOPH Fee Credits**"). Consequently, this Agreement provides for (i) certain procedures that will enhance the development feasibility of VOPH and facilitate future regulatory approvals and permit issuance for the designated master infrastructure work, (ii) specifically identified Developer and VOPH-MPUD Owner commitments for certain master public infrastructure to support VOPH, (iii) the process for funding the costs for the designated public infrastructure improvements and for the verification, issuance and use of the applicable VOPH Fee Credits, and (iv) the earmark, allocation and use of certain State of Florida funding provided to the County for the Handcart Road County Utility Project (as defined herein).

3. **Designated VOPH-MPUDs; Public Infrastructure Permitting.**

   a. **Designated VOPH-MPUDs; Applicability**. The initial VOPH-MPUDs which shall be governed by this Agreement (the "**Designated VOPH-MPUDs**") and their respective, contemplated VOPH-MPUD Owner entities are set forth on **Exhibit A** hereto. The listed VOPH-MPUD Owner(s) are either fee simple record owners or contract vendees having an equitable ownership interest in the respective Designated VOPH-MPUD. As stated in Recital D, above, this Agreement shall not apply to or otherwise bind any Designated VOPH-MPUD unless and until (i) said VOPH-MPUD is approved by the County and (ii) the applicable VOPH-MPUD Owner, or its successor or assign as designated by the applicable Developer, acquires record title to such VOPH-MPUD and provides written notice of such closing date of record to the County pursuant to this Agreement. The applicable Developer and the County Administrator (or Designee) by mutual agreement also shall have the right to identify additional VOPH-MPUDs as a Designated VOPH-MPUD under this Agreement, in which event the County Administrator or the County Administrator's Designee shall add such additional Designated VOPH-MPUDs (with applicable designated master roadway and/or utility infrastructure) by administrative amendment to this Agreement. The applicable Developer for such VOPH-MPUD shall provide notice to the County

Administrator or the County Administrator's Designee, including a copy of the recorded deed, when this Agreement is activated by record ownership for the respective Designated VOPH-MPUDs. Nothing in this Agreement shall obligate the BCC to approve any specific MPUD listed on Exhibit A or subsequently added to this Agreement as set forth above, which MPUD rezoning approval(s) remain subject to normal County process and requirements.

b. **Master Public Infrastructure Approvals and Permits.** Pasco County shall accept and process pursuant to the Land Development Code the applications for all Pasco County approvals, permits, and permit modifications reasonably necessary for the design, permitting and/or construction of any public infrastructure or related matters covered by this Agreement. Without limiting the foregoing, the anticipated construction plan and permit review is expected to include the following matters to the extent they are related to the matters set forth in this Agreement:

i. **VOPH Master Roadway Plan improvements;**

ii. **VOPH Master Utility Plan improvements;**

iii. **Alternative Vehicle (AV) or other Alternative Transportation Network improvements to the extent part of the Master Roadway Plan improvements;**

iv. **Storm Water System plans, permits and construction related to master roadway or master utilities infrastructure;**

v. **Wetland and/or flood plain impact/compensation, and other mitigation plans, permits, and construction related to master roadway or master utilities infrastructure; and**

vi. **Mass Grading and/or Right-of-Way Use permits to implement any of the foregoing items**

c. **Public Infrastructure Plan Review Process**. Subject to mutual approval by the Planning & Development Department (PDD) and the Co-Developer(s), the plans and permit applications submitted for the public roadway infrastructure pursuant to this Agreement, if submitted as stand-alone plans (not combined with internal subdivision plans), may be outsourced to a qualified third-party engineering consultant (the "**Road Plan Review Consultant**"). Such supplemental agreement is subject to mutual agreement between PDD and the Co-Developer(s) and may include the following: (i) the timeline and costs for the initial third-party review by the Road Plan Review Consultant; (ii) the timeline and review fees for final County review and approval after submittal by the Road Plan Review Consultant; and (iii) the potential award of VOPH Planning & Review Administrative Fee credits to the Co-Developer(s) for the Road Plan Review Consultant expenses (and subject to BCC approval, if legally required). Any such Road Plan Review Consultant process shall not apply to any internal VOPH-MPUD subdivision improvement plans or infrastructure plans which are combined with internal subdivision improvement plans, which shall be subject to standard review process by applicable County departments. All public utilities infrastructure plans and permit applications shall be processed exclusively by PCUD as set forth in Section 5.g., below, of this Agreement.

4. **Designated Master Roadway Pipeline Projects; Phasing Plan; Funding Process; Escrow Arrangement; VOPH Transportation Development Fee Credits.**

a. **Initial Designated Master Roadway Plan Pipeline Projects; Additional Projects.** The County and the Co-Developers have agreed on the initial "**Designated Master Roadway Pipeline Projects**" identified on **Exhibit B-1** hereto, which also are graphically depicted on **Exhibit B-2** hereto. The initial Designated Master Roadway Pipeline Projects identified on Exhibits B-1 and B-2 are allocated and linked to the respective Designated VOPH-MPUD which has been obligated or will be obligated to design, permit, and construct the respective Master Roadway Pipeline Improvement(s), pursuant to its VOPH-MPUD County approval process for each such VOPH-MPUD. The list of roadway obligations identified in Exhibit B-1 and B-2 are subject to change as a result of the VOPH-MPUD review and approval process; in the event that any such obligations change, the County Administrator and specified Co-Developer(s) shall approve administrative amendments to Exhibit B-1 and B-2 to conform this Agreement to the approved VOPH-MPUD conditions of approval, and provide copies of the amended Exhibits to the Engineer Verification Agent and Financial Escrow Agent. Either Co-Developer shall have the right to designate, subject to approval by the County Administrator or the County Administrator's Designee, additional Designated Master Roadway Pipeline Projects identified within and linked to additional Designated VOPH-MPUDs owned or controlled by such Co-Developer, in which event such additional Designated VOPH-MPUDs and the respective additional linked Designated Master Roadway Pipeline Projects shall be added to this Agreement by administrative amendment executed by the County Administrator or designee and the specified Co-Developer (with copies provided to the Engineer Verification Agent and Financial Escrow Agent), and joined in by such additional Designated VOPH-MPUD as a third-party beneficiary of this Agreement.

b. **Phasing Plan; Subsequent Revisions.** The County and the Co-Developers have agreed on the "**Initial Phasing Plan for Designated Master Roadway and Developer Utility Pipeline Projects**" set forth on **Exhibit C** hereto. The sequencing for the individual VOPH-MPUD roadway projects may change or overlap, such projects may be designed, permitted or constructed in phases, and concurrent or combined roadway project design, permitting and/or construction may occur in the sole discretion of either Co-Developer; however, the applicable Co-Developer shall meet the "Initial Commencement Date" for each such roadway project phase as set forth on Exhibit C and shall complete each project phase by not later than the completion date set forth for each such roadway project phase on Exhibit C, subject to Force Majeure (as defined in Section 13.v. of this Agreement). In addition, the phasing plan for the individual pipeline projects may be modified by the applicable Co-Developer with the consent of the County Administrator or the County Administrator's Designee, through administrative amendment to the applicable exhibits to this Agreement, provided that (a) the functionality of the VOPH roadway capacity intended to serve the applicable Designated VOPH-MPUD at such time is not adversely impacted by such modifications (as reasonably determined by the County Administrator or his/her Designee), and (b) copies of the amended phasing plan are provided to the Engineer Verification Agent and Financial Escrow Agent. The County acknowledges and agrees that the Co-Developers shall not be required to be the Constructing Entity or otherwise responsible for any roadway segments or other transportation improvements related to

any County roadway project or to any other development project which is not a Designated VOPH-MPUD initially or hereafter identified by a Co-Developer as owned or controlled by such Co-Developer, pursuant to this Agreement. With respect to any Designated Master Roadway Pipeline Project identified by this Agreement or subsequently designated as authorized above, either Co-Developer (or its designee) shall have the right upon thirty (30) days' prior written notice to the Engineer Verification Agent, the Financial Escrow Agent, the County and the other Co-Developer to assume responsibility for funding, design, permitting and construction thereof in the event (i) the Co-Developer or Designated VOPH-MPUD Owner originally assigned such roadway pipeline project fails to pursue same as and when required by this Agreement or (ii) the roadway pipeline project otherwise becomes necessary to serve another Designated VOPH-MPUD Project at an earlier date, due to actual project development sequencing within VOPH. In such case the Co-Developer or Designated VOPH-MPUD Owner which actually provides the funding to the Roadway Escrow Account or otherwise designs, permits, constructs and pays for the roadway pipeline shall receive the Transportation Credits for such roadway pipeline under this Agreement.

c. **Prepayment of VOPH Roadway Pipeline Project Costs; Alternative Funding Options.** The Co-Developers' initial funding mechanism for the Designated Master Roadway Pipeline Projects is intended to be the pre-payment of projected costs for each such Designated Master Roadway Pipeline Project as allocated to each Designated VOPH-MPUD, pursuant to the funding schedule set forth in Section 4.e., below, in exchange for the "Transportation Credits" as defined in Section 4.f. below. Such Co-Developer pre-payment of projected roadway pipeline costs or other Alternative Funding Source (defined below) may occur at any time prior to the funding schedule deadlines set forth in Section 4.e., below, and Exhibit C, in the discretion of the applicable Co-Developer or the applicable VOPH-MPUD Owner. All such prepaid amounts shall be earmarked and deposited by the "Financial Escrow Agent" (defined below) directly into the "VOPH Roadway Escrow Account" as provided in Section 4.d., below, and held, disbursed, and administered as required by this Agreement. Either Co-Developer also may elect in its discretion, in whole or in part, to fund the VOPH Roadway Escrow Account through Community Development District (CDD) funding in accordance with applicable law, capital funding from the Co-Developer and/or the applicable VOPH-MPUD Owner(s), or other private funding sources (jointly and severally the "**Alternative Funding Source**"). The initial funding amounts for the respective Developer Master Roadway Pipeline Projects shall be based upon (i) the project engineer's opinion of probable cost ("OPC") for each respective pipeline project, inclusive of design, permitting, construction, testing/inspection, and other construction contract costs, (ii) a pre-deposit for the aggregate Financial Escrow Agent fees and the aggregate Engineer Verification Agent fees for the first three (3) year period commencing with the first such escrow deposit under this Agreement (a 3-year total of $140,000 for the Financial Escrow Agent fees and a 3-year total of $337,842 for the Engineer Verification Agent fees), and (iii) any other known or anticipated costs (such as any applicable right-of-way acquisition costs), but subject to subsequent reconciliation and adjustment when the final, selected contract bid(s) are received for each applicable pipeline project. The Developer shall provide any additional funding to the Financial Escrow Agent that is required to pay the actual costs incurred for each applicable Developer Master Roadway Pipeline Project, if the initial deposit of funds for such project are not sufficient. Any funds deposited into the VOPH Roadway Escrow Account by a Co-Developer or any Designated VOPH-MPUD,

whether from pre-paid roadway pipeline costs or any Alternative Funding Source, shall be governed by this Agreement. The County shall not be required to contribute to the VOPH Roadway Escrow Account.

d. **VOPH Roadway Escrow Account.** The Financial Escrow Agent shall establish a segregated escrow account for the private funding provided by the Co-Developers and/or the Designated VOPH-MPUD Owner(s) pursuant to Section 4.c., above, for the exclusive purpose of funding the Designated VOPH Master Roadway Pipeline Projects identified in this Agreement from time to time (the "**VOPH Roadway Escrow Account**"). The funds deposited into the VOPH Roadway Escrow Account shall not be commingled with any other funds nor any funds related to any other developer's projects or any other VOPH developer(s) or VOPH-MPUD ownership entities not initially or hereafter identified and included by the Co-Developers under this Agreement. However, the County reserves the right to make other, independent business arrangements with other developers or owners within VOPH for other roadway improvements required for unrelated VOPH-MPUDs not owned, controlled by, or affiliated with the Co-Developers, in the sole discretion of the County. However, any such unrelated projects shall be governed by separate agreement(s) between the County and such unrelated developer(s) and the VOPH Roadway Escrow Account required herein shall be utilized and administered by the Financial Escrow Agent solely for the Co-Developer's Designated VOPH Master Roadway Pipeline Projects as set forth in this Agreement.

e. **VOPH Roadway Escrow Account Funding Schedule**. The Co-Developers anticipate closing on the respective VOPH-MPUD projects over time; therefore, the required funding schedule for the respective Designated Master Roadway Pipeline Project(s) which are linked to each separate Designated VOPH-MPUD, shall be based upon the schedule set forth in **Exhibit C** as to each Designated VOPH-MPUD. By way of clarification, in the event either Co-Developer or its designated VOPH-MPUD Owner fails to fund the VOPH Escrow Account when required pursuant to Exhibit C, then: (i) no Transportation Credits (defined below) shall be awarded to such Co-Developer for such VOPH-MPUD unless and until such funding occurs, and (ii) the applicable Master Roadway Pipeline Project(s) which are linked to such VOPH-MPUD pursuant to each respective VOPH-MPUD approval, shall remain an obligation of such VOPH-MPUD Owner in order for development to proceed for such VOPH-MPUD, unless such project(s) first is/are constructed by others pursuant to any separate VOPH-MPUD approvals by the County. If the applicable Co-Developer or its Designated VOPH-MPUD Owner does not pre-fund the VOPH Roadway Escrow Account for a designated roadway pipeline project as contemplated herein, then no Transportation Credits for such roadway pipeline until such construction is completed and costs are verified pursuant to this Agreement. All final Transportation Fee Credits shall be verified and reported by the Engineering Verification Agent and the Financial Escrow Agent pursuant to the terms of this Agreement and shall be adjusted as required when confirmed and ratified by the County pursuant to Section 6 below.

f. **VOPH Transportation Development Fee Credits; Use and Assignment.** As a material inducement for the Co-Developers and the Designated VOPH-MPUD Owners to enter into this Agreement and to fund the VOPH Roadway Escrow Account, the County agrees that the applicable Co-Developer (or its designee in its sole discretion) shall receive VOPH Transportation Development Fee Credits (the "**Transportation Credits**") for a portion (as specified below) of the initial deposits with the Financial

Escrow Agent, which Transportation Credits shall be issued by the County within forty-five (45) days of the date that the Financial Escrow agent confirms to the County that funds have been deposited into the VOPH Roadway Escrow Account, so that the Transportation Credits shall thereafter be immediately usable and assignable by the Co-Developer and its designee(s). The Co-Developers and their respective designee(s) shall be allowed to use and/or assign the Transportation Credits (i) against applicable VOPH Transportation Development Fees (both base mobility fees and surcharges, if any) for any Designated VOPH-MPUD, (ii) by and through registration on the VOPH Fee Credit Registry pursuant to the County's adopted policies applicable thereto, and/or (iii) for private sale and assignment to any other VOPH owners, developers, builders, CDDs, or other persons or entities within VOPH not included within this Agreement, in the sole discretion of the Co-Developer or its designee(s). Pursuant to the VOPH Enabling Documents, however, the Transportation Credits shall not be used against the VOPH External Improvements Fee (which includes the SIS and Transit portions) or the Administrative Fee portion of the applicable VOPH base mobility fees, which must be paid to the County in cash by the applicable VOPH-MPUD developer(s) or builder(s). With respect to the issuance of the Transportation Credits to the applicable co-Developer (or its designee) as provided herein, upon the deposit of the Co-Developer's or VOPH-MPUD Owner(s)' funds into the VOPH Roadway Escrow Account, Transportation Credits shall be issued by the County to the Co-Developer or its designee for ninety percent (90%) of such amount tendered, as the "Interim Credit Amount." Once the Financial Escrow Agent confirms to the County the amount and owner of the Interim Credit Amount, the County shall create a Transportation Credit account for such owner for the Interim Credit Amount. Thereafter, Transportation Credits up to the Interim Credit Amount shall be usable or assignable by the Co-Developer or its designee. At any time after funding for a specific project in the VOPH Roadway Escrow Account, the Co-Developer shall submit documentation to revise the amount so required for the applicable project, based upon receipt of either an updated OPC, revised bid amount, or interim contract change. In the event of such interim adjustment, the amount(s) required to be funded into the VOPH Roadway Escrow Account shall be revised accordingly, with any shortfall to be paid by the Co-Developer into the VOPH Roadway Escrow Account within fifteen (15) days thereafter (with 90% Interim Credits also issued by the County for such additional deposit amount within forty-five (45) days of the County receiving written confirmation of the additional deposit from the Financial Escrow Agent). Upon completion of the applicable project and final reconciliation of the VOPH Roadway Escrow Account, which reconciliation shall be made by the Engineer Verification Agent and Financial Escrow Agent within forty-five (45) days after the Final Disbursement (as defined in Section 11.f.), the Co-Developer's (or its designee's) Transportation Credit account shall be adjusted by the County to equal the final, total amount expended from the VOPH Roadway Escrow Account for the applicable project (the "Final Credit Amount"). Any unused cash amounts tendered by the Co-Developer or its designee into the VOPH Roadway Escrow Account for the applicable project then shall be disbursed and returned to the applicable Co-Developer or its designee, within fifteen (15) days after the final VOPH Roadway Escrow Account reconciliation is made for said project.

g. VOPH Financial Plan Update; Intermediate Roadway Credits. In order to support the award of Transportation Credits for the number of off-site intermediate roadways included herein and also to include on-site intermediate roadways as creditable

improvements, the County has requested and the Co-Developers have agreed to provide a proposed VOPH Financial Plan update to the County which will include an analysis of the roadway budget impact to provide credits for all intermediate roadways (in addition to primary roadways) within VOPH. In connection with such Financial Plan update, the availability of a portion of the future tax increment funding within VOPH will be taken into account. Upon completion and delivery of the required budget analysis the County agrees to process such VOPH Financial Plan update concurrently or soon after the date of this Agreement and in accordance with the VOPH Enabling Documents, for consideration by the Board of County Commissioners.

5. **Designated Master Utility Pipeline Projects; Phasing Plan; Funding Process; Escrow Arrangement; VOPH Utility Surcharge Fee Credits; Internal MPUD Requirements.**

a. **County Master Utility Pipeline Projects.** The County and the Co-Developers have agreed on the following County master utility projects for VOPH which shall be implemented through either of the Co-Developers or their designee as the "**Constructing Entity**" (also referred to as the "**Developer**" below) for the County (collectively the "**County Utility Projects**"):

(i) Handcart Road Master Potable Water Transmission Line Extension & Appurtenances. As the County's designated Constructing Entity pursuant to Section 8, below, the Developer shall design, permit and construct, pursuant to plans approved by the Pasco County Utilities Department (PCUD), the "**Handcart Main Potable Water Transmission Line**" as conceptually depicted on **Exhibit D-1**. At a minimum, such plans shall include (x) the initial 16-inch main transmission line (or larger if specified by the County), (y) all required booster pumps and other appurtenances, and (z) all storage facilities required to extend the existing main potable water transmission line from its existing terminus in Handcart Road northward to Kiefer Road, with sufficient potable water and fire suppression capacity and pressure to serve not less than 6,000 equivalent residential units ("ERU's") in such intended initial VOPH service area (such approved plans collectively are referred to herein as the "**Main Potable Water System Extension**"). The County agrees to fund the design, permitting and construction costs for the Main Potable Water System Extension pursuant and subject to Section 5.b., below. The County agrees to be the permit applicant for the Main Potable Water System Extension (but not for any private developer project improvements) and shall provide the system-wide capacity required from time-to-time to serve the Designated VOPH-MPUDs pursuant to the VOPH Enabling Documents. Applicable VOPH potable water commitment/surcharge fees and connection/service fees shall apply to all parcel developers and users within VOPH, as specified in the VOPH Enabling Documents as adopted by the County from time-to-time. No VOPH Utility Surcharge Fee Credits (defined below) shall be awarded to Developer for any portion of the Handcart Main Potable Water System Extension that is funded by the County.

(ii) Handcart Road Main Sanitary Sewer Collection System Extension. As the County's designated Constructing Entity pursuant to Section 8, below, the Developer shall design, permit and construct, pursuant to plans approved by the PCUD, the "**Handcart Main Sanitary Sewer Transmission Line**" as conceptually depicted on **Exhibit D-2.** At a minimum such plans shall include the primary 12-inch sanitary sewer collection/transmission line (or larger if specified by the County) and any related pumps or other appurtenances required to extend the existing main sanitary sewer

transmission line from its existing terminus in Handcart Road north to Kiefer Road, with sufficient capacity to serve not less than 6,000 ERU's in such intended initial VOPH service area (such approved plans collectively are referred to herein as the "**Main Sanitary Sewer Collection System Extension**"). The County agrees to fund the design, permitting and construction costs for the Handcart Main Sanitary Sewer Transmission Line pursuant and subject to Section 5.b., below. The County agrees to be the permit applicant for the public project improvements (but not any private developer improvements)and shall provide the system-wide treatment capacity required from time-to-time to serve the Designated VOPH-MPUDs pursuant to the VOPH Enabling Documents. Applicable VOPH sewer commitment/surcharge fees and connection/service fees shall apply to all parcel developers and users within VOPH as specified in the VOPH Enabling Documents as adopted by the County from time-to-time. No VOPH Utility Surcharge Fee Credits (defined below) shall be awarded to Developer for any portion of the Handcart Main Sanitary Sewer Collection System Extension that is funded by the County.

(iii) **Schedule for County Utility Projects**. The Developer and PCUD agree that the schedule for design, permitting, award of bid(s), and construction of each of the County Utility Projects identified above shall comply with the process and deadlines (to be set by the County) required for the County to meet the terms and conditions of that certain Standard Grant Agreement (LPA 0206) between the County and the State of Florida Department of Environmental Protection (DEP) for "Pasco County Handcart Road Water and Wastewater" (the "DEP Grant Agreement").

b. County Utility Project(s) Funding Agreement. The DEP Grant Agreement provides for County reimbursement from the State of Florida for the two (2) County Utility Projects identified in Sections 5.a (i) and 5.a.(ii) above, up to the amount of $6,500,000.00 the ("**VOPH State Funding**"). To comply with the VOPH State Funding reimbursement requirements, the County and the Developer(s) agree to negotiate in good faith to agree upon the following matters within sixty (60) days after the Effective Date of this Agreement:

i. a master utility plan ("MUP") for the County Utility Projects, including the sizing and scope for the main transmission lines, booster pumps, storage facilities, and other required appurtenances;
ii. a preliminary budget for the County Utility Projects based on the MUP and the VOPH Enabling Documents;
iii. a County Utility Projects Reimbursement Agreement (which shall be deemed a supplement to this Agreement) which includes the process and requirements pursuant to the DEP Grant Agreement, which currently expires on March 31, 2024, for the County to receive the VOPH State Funding reimbursement amount; and
iv. the funding source(s) and process for the County Utility Projects (but excluding any "Developer Utility Projects" (defined below) for any required transmission line extensions outside the County Utility Projects), including any additional amounts required for the County Utility Projects beyond the VOPH State Funding Amount. The funding and disbursements for the County Utility Projects shall be managed entirely by the County, and the Financial Escrow Agent and Engineer Verification Agent shall not have any responsibility for managing the County Utility Projects or for administering or requesting reimbursements under the DEP Grant Agreement.

c. **Initial Developer Master Utility Projects; Phasing Plan; Additional Projects.** Apart from the County Utility Projects identified in Section 5.a., above, the County and the Developer have agreed that the applicable Co-Developer or its Designated VOPH-MPUD(s) shall design, permit and construct the additional VOPH master utility projects (the "**Developer Utility Projects**") to the extent necessary (after the County Utility Projects) to complete the master transmission lines identified on **Exhibit E-1** (as to potable water transmission lines), **Exhibit E-2** (as to wastewater transmission lines), and **Exhibit E-3** (as to reclaim transmission lines), attached hereto. The Developer Utility Projects are linked and allocated to the respective VOPH-MPUDs, as graphically depicted on Exhibits E-1 through E-3, and more specifically described on **Exhibit E-4** hereto. The "**Initial Phasing Plan for Designated Master Roadway & Developer Utility Pipeline Projects**" as set forth in **Exhibit C** shall apply to the Developer Utility Projects on the same schedule and in the same manner as to the Designated Master Roadway Pipeline Projects applicable to each individual VOPH-MPUD. Not later than the commencement of site development for each respective VOPH-MPUD, the VOPH-MPUD Owner, its successor or assign, shall initially fund the VOPH Utility Escrow Account (defined below) for each of the Developer Utility Projects linked and allocated to such VOPH-MPUD, based upon the amount of the project engineer's OPC for each respective Developer Utility Project linked to such VOPH-MPUD and as set forth in Section 7(d) below. When bids are awarded for contracts, the Developer shall fund any additional amount required to supplement the VOPH Utility Escrow Account deposit amount required to fully fund such Developer Utility Project (or the Financial Escrow Agent shall refund any excess deposit amount to the Developer). Subject to approval by PCUD, the County Administrator and the applicable Co-Developer by mutual agreement may by administrative amendment to this Agreement (with copies to the Engineer Verification Agent and Financial Escrow Agent) add additional Developer Utility Projects subject to the same terms and conditions of this Agreement. VOPH Master and Galvin hereby agree that VOPH Master will be the initial responsible party for the design, permitting and construction of certain aspects of the Developer Utility Projects and the County Utility Projects. With respect to any Developer Utility Projects or the County Utility Projects, either Co-Developer (or its designee) shall have the right upon sixty (60) days' prior written notice to the Engineer Verification Agent, the Financial Escrow Agent, the County and the other Co-Developer to assume responsibility for funding, design, permitting and construction thereof in the event (i) the Co-Developer or Designated VOPH-MPUD Owner originally assigned such utility pipeline project fails to pursue same as and when required by this Agreement or (ii) the utility pipeline project otherwise becomes necessary to serve another Designated VOPH-MPUD Project at an earlier date, due to actual project development sequencing within VOPH. In such case, the Co-Developer or Designated VOPH-MPUD owner (or its applicable CDD) which actually provides the funding to the VOPH Utility Escrow Account (defined below) or otherwise designs, permits, constructs and pays for the utility pipeline shall receive the Utility Credits (defined below) for such pipeline under this Agreement (which credit amounts will be pro-rated in accordance with such funding/cost amounts actually paid by the respective parties).

d. **VOPH Utility Escrow Account.** The Financial Escrow Agent shall establish a segregated escrow sub-account for the private funding provided by the applicable Co-Developer and/or the Designated VOPH-MPUDs for the Developer Utility Projects,

for the exclusive purpose of funding the Developer Utility Projects within VOPH (collectively the sub-accounts are the "**VOPH Utility Escrow Account**"). In connection with the Developer Utility Projects, the VOPH Utility Escrow Account funding by the Developer shall include the applicable amounts required for the Financial Escrow Agent fees and Engineer Verification Agent fees, as part of the utility project costs. The funds deposited into the VOPH Utility Escrow Account shall not be commingled with any other funds nor any funds related to any other VOPH development projects or VOPH developers or VOPH-MPUD ownership entities not included under this Agreement. The County reserves the right to make other business arrangements with other developers or owners within VOPH for other master utility improvements required for unrelated VOPH-MPUDs not owned or controlled by either Co-Developer, in the sole discretion of the County; however, the VOPH Utility Escrow Account required by this Agreement shall be utilized and administered solely by the Financial Escrow Agent for the Developer Utility Projects now or hereafter identified under this Agreement.

e. **Developer Utility Projects Funding; VOPH Utility Surcharge Fee Credits; Use and Assignment.** As a material inducement for the Co-Developers and the Designated VOPH-MPUD Owners to enter into this Agreement and to fund the VOPH Utility Escrow Account as set forth in Section 5.d. above, the County agrees that the applicable Co-Developer (or its designee in its sole discretion) shall receive immediate VOPH Utility Surcharge Fee Credits (the "**Utility Credits**") within forty-five (45) days of the date that the Financial Escrow Agent confirms that private (non-County) funds are deposited into the VOPH Utility Escrow Account, so that the Utility Credits shall thereafter be immediately usable and assignable by the Co-Developer and its designee(s). The Developer or the applicable VOPH-MPUDs may fund the Developer Utility Projects as needed or desired for the advancement of the applicable VOPH-MPUD projects. The Co-Developer and/or the Designated VOPH-MPUDs may utilize (i) pre-paid VOPH Utility Surcharge Fees (but not base utility commitment/connection fees), (ii) CDD funding (pursuant and subject to applicable law), and/or (iii) other private capital funding for the funding required for the Developer Utility Projects now or hereafter identified under this Agreement. Pursuant to the VOPH Enabling Documents, the Utility Credits shall be used only against the VOPH Utility Surcharge Fees applicable within VOPH from time to time, and not against any base utility commitment/connection fees, which base utility commitment/connection fees must be paid to the County in cash by the applicable VOPH-MPUD developer(s) or builder(s). The Co-Developers and/or the Designated VOPH-MPUD Owner(s) shall have the right (i) to sell/assign the Utility Credits to any CDD, developer, builder, owner or other third-party entity within VOPH, and/or (ii) to use the Utility Credits against the applicable VOPH Utility Surcharge Fees (but not base commitment/connection impact fees) payable for any VOPH project. Pursuant to current VOPH Enabling Documents, the Utility Credits are subject to registration on the VOPH Fee Credit Registry and shall not be administered directly through PCUD. With respect to the issuance of the Utility Credits to the applicable co-Developer (or its designee) as provided herein, upon the deposit of the Co-Developer's or VOPH-MPUD Owner(s)' funds into the VOPH Utility Escrow Account, Utility Credits shall be issued by the County to the Co-Developer or its designee for ninety percent (90%) of such amount tendered, as the "Interim Credit Amount." Once the Financial Escrow Agent confirms to the County the amount and owner of the Interim Credit Amount, the County shall create a Utility Credit account for such owner for the Interim Credit Amount. Thereafter, Utility Credits up to the Interim Credit Amount shall be usable or assignable by the Co-

Developer or its designee. At any time after funding for a specific project in the VOPH Utility Escrow Account, the Co-Developer shall submit documentation to revise the amount so required for the applicable project, based upon receipt of either an updated OPC, revised bid amount, or interim contract change. In the event of such interim adjustment, the amount(s) required to be funded into the VOPH Utility Escrow Account shall be revised accordingly, with any shortfall to be paid by the Co-Developer into the VOPH Utility Escrow Account within fifteen (15) days thereafter (with 90% Interim Credits also issued by the County for such additional deposit amount within forty-five (45) days of the County receiving written confirmation of the additional deposit from the Financial Escrow Agent). Upon completion of the applicable project and final reconciliation of the VOPH Utility Escrow Account, which reconciliation shall be made by the Engineer Verification Agent and Financial Escrow Agent within forty-five (45) days after the Final Disbursement (as defined in Section 11.f.), the Co-Developer's (or its designee's) Utility Credit account shall be adjusted by the County to equal the final, total amount expended from the VOPH Utility Escrow Account for the applicable project (the "Final Credit Amount"). Any unused cash amounts tendered by the Co-Developer or its designee into the VOPH Utility Escrow Account for the applicable project then shall be disbursed and returned to the applicable
Co-Developer or its designee, within fifteen (15) days after the final VOPH Utility Escrow Account reconciliation is made for said project.

f. Internal Project Utilities System; Master Utilities Service Agreement. Other than the specific County Projects and Developer Projects now or hereafter identified pursuant to this Section 5 of this Agreement, all internal utilities lines and appurtenances required to serve any applicable VOPH-MPUD shall be the sole responsibility of the applicable VOPH-MPUD owner(s) or developer(s) for each respective parcel within VOPH. The applicable owner/developer shall enter into a master Utilities Service Agreement ("**USA**") with PCUD for all such internal utilities distribution or collection system.

g. PCUD Facilitation. The County agrees that the County Utilities Projects and the Developer Utilities Projects are critical infrastructure which presently impede any meaningful development within VOPH. Consequently, to facilitate the implementation of the County's longstanding VOPH Special Area Plan, PCUD shall expedite to the maximum extent practical, all County utility plan and permit application reviews and shall provide written comments not later than thirty (30) days after submittal of each plan set or application and shall expeditiously issue County permits for such work. To the extent applications to other review agencies are required, PCUD agrees to be the permit applicant for the County Utility Projects and to assist the applicable Co-Developer with procurement of all such required third-party permits.

6. <u>Financial Escrow Agent; Engineer Verification Agent; Respective Duties, Terms and Conditions; County Confirmation and Ratification of Credits.</u> As used in this Section 6, the term "Developer" shall mean the applicable Co-Developer or their respective VOPH-MPUD Owner(s), CDD's or other designees who deposit funding into escrow for roadway or utilities infrastructure projects under this Agreement:

a. **Designation of Agents; Financial Account Administration and Engineering Credit Verification.** The County shall designate the following agents (each an "**Agent**" and collectively the "**Agents**"):

i. The law firm of Phelps Dunbar, LLP (the "**Financial Escrow Agent**") to receive, hold, administer and disburse all monetary funds for the VOPH Roadway Escrow Account and the VOPH Utility Escrow Account, pursuant to the terms and conditions of this Agreement; and

ii. W.E. Oliver, P.E., LLC, through its sub-consultant Vanasse, Hangen, Brustlin, Inc., to review, verify, and confirm the validity of the expenditures for the creditable roadway and utility infrastructure projects as specified by this Agreement and as more specifically set forth in the Scope of Services attached as **Exhibit F** hereto and incorporated herein by reference, and to comply with the procedures set forth in this Agreement for verification and issuance of the Transportation Credits and/or Utility Credits, as applicable under this Agreement (the "**Engineer Verification Agent" or the "EVA").**

iii. The Agents upon their respective designation under this Agreement, shall execute a separate joinder and consent to this Agreement accepting the terms and conditions of this Agreement which are specifically applicable to each respective Agent and agreeing to perform faithfully in accordance therewith. The Developer and the County shall administer the VOPH Roadway Escrow Account and the VOPH Utility Escrow Account through the Financial Escrow Agent pursuant to the terms and conditions of this Agreement, and the process for verification of the costs and issuance of the Transportation Credits and the Utility Credits through the Engineer Verification Agent pursuant to the terms and conditions of this Agreement. Engineer Verification Agent shall develop the required standard approval forms for issuance and verification of credits, and assignment and use of same, for approval by the Developer and the County.

b. **Respective Duties of Agents**. The parties agree that the Financial Escrow Agent shall have a fiduciary duty to both the County and the Developer, and the Engineer Verification Agent shall have the standard professional duty of his/her industry to both the County and the Developer, in the performance of their respective duties under this Agreement. The Agents' duties are independent of each other and neither Agent shall be responsible for the performance of any duties which are assigned to the other Agent under this Agreement.

c. **Allocation of Duties of Agents**. The Agents shall have the following duties and responsibilities, subject to the terms and conditions of this Agreement:

(i) The Financial Escrow Agent shall receive and hold in escrow all of the cash deposits made in connection with this Agreement;

(ii) The Financial Escrow Agent shall notify the County, the Developer, and the Engineer Verification Agent upon receipt of any Developer deposit(s) into the VOPH Roadway Escrow Account or VOPH Utility Escrow Account, as applicable, and the resulting Interim Credit Amounts (as set forth above). Because such deposits will be based upon OPC's and other cost estimates, such Interim Credit Amounts shall be subject to true-up and final verification by the Engineer Verification Agent and to ultimate ratification and confirmation by the

County as final credits as set forth above.

(iii) The Engineer Verification Agent shall review and approve on behalf of the County all submittals made by the Developer, its designee(s), or any contractor, consultant or other third-party related to all contract or other third-party disbursement requests under this Agreement, and shall confirm that all disbursement requests (a) are for a project identified on Exhibit B, D or E, (b) comply with the deadlines in Exhibit C, (c) are supported by the documentation required by Section 11.f., (d) are consistent with the County and/or FDOT approved design pursuant to Section 9, and (d) comply with the bidding requirements and/or funding limitations in Sections 10.c. and 11.f. Upon completion of such confirmation, the Engineer Verification Agent shall provide confirmation and authorization for all such disbursements to the Financial Escrow Agent;

(iv) The Financial Escrow Agent shall separately account for all funds deposited into the VOPH Roadway Escrow Account and the VOPH Utility Escrow Account by the Developer or its designee(s), as applicable, and shall provide not less than a quarterly accounting for all receipts into and disbursements from the Escrow Account(s), organized separately for each public infrastructure project pursuant to this Agreement; in this regard, the applicable County department(s) shall reconcile its credit accounts with the quarterly reports of the Financial Escrow Agent;

(v) The Financial Escrow Agent shall have the right to rely upon the written request (which may be made via email) of the Developer and the written authorization of the Engineer Verification Agent to make all disbursements from the Escrow Account pursuant to this Agreement, subject to prior written notification by the Financial Escrow Agent to the County; the applicable County department shall provide any written objection to such disbursement within ten (10) business days, or the disbursement shall be deemed approved;

(vi) The Engineer Verification Agent shall review and recommend approval of the Final Credit Amounts for all VOPH Transportation Credits and VOPH Utility Credits required to be issued pursuant to this Agreement, and shall transmit such verified fee credit information to the Developer, the Financial Escrow Agent, and to other County departments impacted by the award of said VOPH Fee Credits, as applicable. Such recommendation shall not be final until confirmed and ratified by the applicable County department (as to Transportation Credits or Utility Credits, as applicable). In this regard, once approved by the Engineer Verification Agent each VOPH-MPUD Project's creditable costs packets shall be provided by the Engineer Verification Agent to the applicable County department(s) and the Developer prior to closing-out the project and determining the Final Credit Amounts for all VOPH Transportation Credits and VOPH Utility Credits, as applicable, and, upon approval by the applicable County department(s), the applicable County department(s) shall reconcile their credit account records with those of the Engineer Verification Agent. Upon such County confirmation and ratification, the Engineer Verification Agent shall implement any required true-up for the final credits versus the interim credits (which were based on deposit amounts, only), and shall report such adjustments and final credit amounts back to the applicable Developer, the County, and the VOPH Fee Credit Registry manager (if requested by such Developer).

(vii) Each Agent shall interact and coordinate with the Developer, the County's transportation and engineering departments, office of management and budget, real estate department, PCUD, and other departments and agencies as applicable and necessary to implement the terms and conditions of this Agreement, and to ensure compliance herewith;

(viii) The Financial Escrow Agent shall utilize commercially reasonable efforts to make the disbursements when and as required by this Agreement, absent notice of objection thereto by the County or the Developer, within ten (10) business days after written notice of such proposed disbursement;

(ix) Upon the completion of each separate public infrastructure project under this Agreement, the Financial Escrow Agent shall provide the final Escrow Account reconciliation and accounting, and shall disburse any amounts not expended for such project back to the Developer, as applicable, and after County confirmation and ratification of final credits, the Engineer Verification Agent shall provide the Final Credit Amount for such project as required under this Agreement;

(x) Upon the completion of all public infrastructure projects under this Agreement, or the mutual termination of this Agreement by the County and the Developer, the Financial Escrow Agent shall provide the final accounting and reconciliation required to make the final disbursements to the applicable parties and to close out the Escrow Account(s); and

(xi) The applicable Agent shall take such other actions as may be required or contemplated for implementation by the applicable Agent under this Agreement.

d. **Agent(s) Compensation**. The compensation for the Financial Escrow Agent and the Engineer Verification Agent shall be as follows: (a) the Financial Escrow Agent shall be paid $40,000 at the time of the initial deposit with the Financial Escrow Agent, then $33,333 per year (to be paid on the yearly anniversary date of the initial deposit) for the duration of the Agreement, including for any one (1) year renewal terms (if necessary); (b) the Engineer Verification Agent shall be paid $32,795 at the time of the initial deposit with the Financial Escrow Agent, then $30,505 per quarter (to be paid on the quarterly anniversary date of the initial deposit with the Financial Escrow Agent) for the first three years, $35,080 per quarter for the first additional year (if necessary), and $37,185 per quarter for the second additional year (if necessary). Such compensation shall be accepted by each Agent through its separate Joinder and Consent to this Agreement. Such Joinder and consent also shall be limited to the specific provisions of this Agreement which are applicable to each Agent. Provided that the Developer has made the deposits required by this Agreement, the Financial Escrow Agent shall be responsible for making the required payments to the Engineer Verification Agent, as set forth above.

e. **Escrow Account(s); Reports and Information Access.** The Financial Escrow Agent shall maintain one (1) or more interest bearing accounts into which all funds held in escrow shall be deposited, which interest bearing account(s) may

be held at any of the following financial institutions: (i) Wells Fargo, N.A.; (ii) Bank of America, N.A.; (iii) JP Morgan Chase & Co.; (iv) Truist Bank; (v) Capital One, N.A.; or (vi) any other institution that may be approved from time to time by the written consent of the County and the Developer. The Financial Escrow Agent shall provide the County and the Developer a quarterly report detailing the funds and documents then held in escrow by Escrow Agent and shall allow timely inspection and copying, within three (3) business days following receipt of a written request by either party, of all records and other documents maintained by the Financial Escrow Agent pursuant to this Agreement.

f. **Audit of Financial Escrow Agent and Escrowed Funds**. The County or the Developer shall have the right, but not the obligation, to request an audit of the Financial Escrow Agent's practices and procedures used in carrying out its responsibilities under this Escrow Agreement and/or to request an audit of the funds and documents held in escrow and disbursements and distributions made by the Financial Escrow Agent, in order to verify compliance with the terms and conditions of this Agreement. The party requesting the audit shall bear the cost of the audit unless such audit reveals a breach of the Financial Escrow Agent's obligations under this Agreement, in which event the Financial Escrow Agent shall pay the cost of such audit and shall cure, at its sole cost and expense, such breach or violation as noted therein. The report prepared by the auditor at the conclusion of any audit shall be made available without cost to the other party to this Agreement.

g. **Initial Term; Extension of Term.** The initial term of each Agent's service under this Agreement shall be for a period of three (3) years from the date of the initial deposit with the Financial Escrow Agent. Until this Agreement is terminated, such initial term shall automatically be extended for up to two additional one (1) year terms unless either the County or the Developer object, in which case a replacement Agent shall be designated by mutual agreement of the County and the Developer. Prior to each additional one (1) year extension, the Developer shall deposit additional funds with the Financial Escrow Agent to cover the Financial Escrow Agent and Engineer Verification Agent fees for such year, as set forth above.

h. **Termination or Resignation of Agent; Selection of Successor Agent**. Either Agent's service shall terminate and expire and such Agent shall be discharged and relieved of all further responsibilities, duties and obligations under and pursuant to this Agreement: (a) at the end of any term (as set forth above) of the Agent's service; (b) sixty days (60) after notice of resignation by the Agent; (c) termination of this Agreement; (d) for breach of the Agent's duties under this Agreement; or (e) for reasons as may be set forth in and pursuant to an order of a court of competent jurisdiction. Upon the resignation or removal of either Agent, the County shall designate a successor Agent, subject to approval of the Developer which shall not be unreasonably withheld.

i. **Nature of Agents' Duties**. The duties and obligations of each respective Agent pursuant to this Agreement shall be and hereby are limited to those duties and obligations of such Agent expressly set forth in this Agreement. No duties or obligations on the part of either Agent under and pursuant to this Agreement

shall be implied from the terms of this Agreement or otherwise. Each Agent assumes no duties or obligations under this Agreement except only those stated in this Agreement. The Financial Escrow Agent shall not be authorized to exercise any discretion in the release of documents or funds held in escrow. The Financial Escrow Agent shall have no responsibilities, duties or obligations with respect to the documents or funds held in escrow other than as expressly stated in this Escrow Agreement. Neither Agent shall be responsible or liable for any mistakes of fact or for any acts or omissions of any kind unless the same constitute gross negligence or willful misconduct.

j. **Reliance of Agents.** In the performance of their duties and obligations as an Agent under and pursuant to this Agreement, each Agent (a) may act in reliance upon any written notice, direction, document or instrument which the Agent believes in good faith, to be genuine, (b) may assume the validity and accuracy of any statement or assertion of fact and direction contained in any such written notice, direction, document or instrument, (c) may assume the genuineness of any signature presented to the Agent and the identity, right and authority of any person executing any such written notice, direction document or instrument and (d) may assume that any person purporting to sign such written notice, direction, document or instrument under or in connection with this Agreement has been duly authorized to do so.

k. **Institution and Defense of Legal Proceedings by Financial Escrow Agent or Engineer Verification Agent.** Neither Agent shall have any duty or obligation to institute legal proceedings of any kind or nature under or pursuant to this Agreement. In the event any litigation should arise between the parties to this Agreement concerning the escrowed funds or performance of any duties or obligations, then, subject to applicable statutory limitations and/or sovereign immunity limitations, Developer and County hereto do jointly and severally agree to hold Financial Escrow Agent harmless from, and indemnify and defend Financial Escrow Agent for, the payment of any cost or other expenses that may be involved in said litigation (including reasonable legal fees and expenses of attorneys chosen by Financial Escrow Agent, which may include Financial Escrow Agent's own costs using its usual billing rates for attorneys employed by Financial Escrow Agent), and from and for any and all loss, damage, tax, liability and expense that may be incurred by Financial Escrow Agent arising out of or in connection with its acceptance or appointment as Financial Escrow Agent, other than liability arising from the gross negligence, willful misconduct or bad faith of the Financial Escrow Agent. In the event of a dispute, Financial Escrow Agent's only obligation shall be to retain the escrowed funds until a final determination has been issued or to pay the escrowed funds into a court of competent jurisdiction.

l. **Interpleader of Documents and Funds in Escrow.** In the event that, in the good faith judgment of the Financial Escrow Agent, there shall exist some doubt on the part of the Agent as to whom, how, or under what circumstances the documents or funds being held in escrow are to be released or delivered by the Financial Escrow Agent pursuant to this Agreement, the Financial Escrow Agent shall so notify all parties in writing and, if, thereafter, the parties are unable to resolve such doubt and mutually agree and direct the Agent in writing as to whom, how, or under what circumstances the Financial Escrow Agent shall be

authorized to release or deliver the same, the Agent shall be entitled, but not obligated, to deposit the documents or funds about which the Agent is in doubt into the registry of the Court and to interplead all parties to this Agreement (other than Financial Escrow Agent) with respect thereto without any further responsibility or liability on the part of the Agent. All costs, expenses, including reasonable attorneys' fees and other charges, if any, suffered, incurred, or paid by the Financial Escrow Agent for, on account of or in connection with such interpleader action shall be borne equally by the parties and may be paid out of the escrowed funds without the consent of any parties. Should Financial Escrow Agent elect not to deposit the documents or funds into the registry of the Court, as aforesaid, the Financial Escrow Agent shall not be obligated or entitled to release or deliver the documents or funds then held by the Agent unless and until (a) both parties shall have jointly directed the Agent in writing to release or deliver the documents or funds at the time and in the manner designated in such joint written direction or (b) a final order of a court of competent jurisdiction, from which no appeal has been taken and with respect to which the appeal time has expired, or, if an appeal has been taken, has become final directing the Financial Escrow Agent to take the action specified in such final order with respect to the documents or funds about which the Agent was in doubt.

m. **Liability of Financial Escrow Agent**. Financial Escrow Agent shall not incur any liability in acting upon any signature, notice, demand, request, waiver, consent, receipt, or other writing, instrument or document reasonably believed by Financial Escrow Agent to be genuine. Financial Escrow Agent shall be obligated only for the performance of such duties as are specifically set forth in this Agreement, being purely ministerial in nature. Nothing contained herein shall be deemed to obligate Financial Escrow Agent to pay or transfer any monies hereunder unless and until such funds are received by Financial Escrow Agent. Financial Escrow Agent shall have no liability for loss arising from any cause beyond its control, including without limitation the following: (i) the act, failure, neglect or insolvency of any financial institution selected by Financial Escrow Agent; (ii) any delay, error, omission or default connected with the remittance of funds by another party; (iii) any delay, error, omission or default of any mail, telephone or e-mail service or operator; or (iv) the acts of any government or governmental agency or other entity exercising governmental powers.

7. **Procurement Process for Right-of-Way or Easements Required for Public Infrastructure Projects.** With respect to any rights-of-way, easements, or other use rights required for any of the VOPH master roadway or utility infrastructure projects identified under this Agreement, and which lie over, across or under any third-party land not owned or controlled by the Co-Developer or a Designated VOPH-MPUD, the following procurement process shall apply: (i) if the subject land lies within a previously approved VOPH-MPUD or is within lands included in a pending VOPH-MPUD application, the County shall require the provision of the subject right-of-way or easement area subject to and in accordance with the VOPH Enabling Documents; (ii), for any land not covered by (i) above, then: (x) the Co-Developer first shall utilize good faith, commercially reasonable efforts to negotiate the procurement from such third-party landowner, on the County's behalf, and any proposed compensation to be paid to such third-party owner shall be subject to the County's approval, which shall not be unreasonably withheld; (y) if the Co-Developer notifies the County in writing that the foregoing negotiations are not successful, the County shall initiate condemnation proceedings in accordance with applicable Florida law to effect a "quick taking" of

the required rights; and (z) the County then shall pursue the completion of such condemnation process to establish the final just compensation due to such third-party landowner pursuant to applicable Florida law. The foregoing condemnation process shall not apply in any circumstance where the affected landowner has an existing zoning or other development approval condition which requires the conveyance of right-of-way, easements, or other similar cooperation, in which event the County shall diligently pursue enforcement of such pre-existing zoning or development approval condition with such third-party landowner. No third-party landowner is intended to be a third-party beneficiary of this provision, which is intended solely to identify the respective rights and obligations of the County and the Co-Developers with respect to the VOPH public infrastructure projects identified herein. Prior to the initiation of any formal condemnation process under this Section 7, the Co-Developer or the applicable Designated VOPH-MPUD shall enter into a right-of-way acquisition agreement which memorializes the terms and conditions for such action consistent with this Agreement. The County shall initially advance the costs for any such condemnation action, subject to reimbursement by the Developer in exchange for 100% Transportation Credits or Utility Credits pursuant to Section 4 or Section 5 of this Agreement, as applicable.

8. **County Utility Project(s) Accounting, Reports and Administration of Funds.** The County Utility Projects identified in Section 5 above shall be undertaken by the applicable Co-Developer as the "**Constructing Entity**" for the County or on behalf of the Designated VOPH-MPUD Owner(s), as applicable (together with the master roadway projects under Section 4, above, the "**Public Infrastructure Project(s)")** (such Constructing Entity also is referred to as the "Developer" herein). For each such Public Infrastructure Project for which the Developer is designated as the County's Constructing Entity, the Developer as Constructing Entity shall comply with the provisions of Section 215.97, F.S., as applicable, and the following terms, conditions and processes for such Public Infrastructure Project(s):

    a. To be responsible for such portion of the design, permitting, bidding and construction of the improvements specified for such delegated Public Infrastructure Project in a manner reasonably satisfactory to Pasco County and consistent with any applicable permitting requirements of all agencies having jurisdiction thereof.

    b. To maintain books, records, documents, and other evidence including, but not limited to, records of all progress payments made for work in connection with the Public Infrastructure Project, any change orders and payments made pursuant to such orders, according to generally accepted accounting principles, procedures, and practices relating to the Public Infrastructure Project included, but not limited to, books, records, etc., which sufficiently and properly reflect all costs of any nature incurred by Developer for the Public Infrastructure Project, and to retain said books, records, documents, and other evidence for a period of five (5) years after final completion of the Public Infrastructure Project or termination of this Agreement whichever is later.

    c. That aforesaid records, books, documents, and other evidence shall be subject at all times to inspection, review, or financial audit as required by law or otherwise by County personnel authorized by the Pasco County Administrator or his designee.

    d. That the aforementioned audit and record-keeping requirements shall be included in contracts and subcontracts entered into by Developer with any party for work or services required for the Public Infrastructure Project.

e. That three (3) months after the date of execution of this Agreement and every three (3) months thereafter, Developer shall provide Pasco County with a progress report containing a narrative description of the work completed according to the Public Infrastructure Project schedule; a description of any change orders executed; a budget summary detailing planned expenditures versus actual expenditures; and identification of minority business enterprises used as contractors and subcontractors.

f. That upon final acceptance of the Public Infrastructure Project, the Developer shall provide the following:

i. Certification that the Public Infrastructure Project has been completed in compliance with the terms and conditions of this Agreement and meets minimum construction standards established in accordance with Section 336.045, Fla. Stat.

ii. A report that shall specify the total cost of the Public Infrastructure Project and the total direct costs of the Public Infrastructure Project paid from the funds made available by Pasco County from the VOPH Utility Escrow Account pursuant to this Agreement.

9. **VOPH Infrastructure Project(s) Design and Permitting Process.** The primary responsibility for design and permitting, and the applicable process and requirements for the respective infrastructure projects shall be allocated between the County and the applicable Co-Developer (or its designee), as follows (such Constructing Entity is referred to as the "Developer" herein) :

a. With respect to the County Utility Projects, the County and the Developer shall collaborate on the design plans, and upon approval for the design plans by the County, the Developer shall process the plans and permits for approval on behalf of the County, with PCUD identified as the applicant. Upon procurement of all required local, state, and/or federal permits for each such County Utilities Project, the Developer shall construct the project(s) as the County's Constructing Entity pursuant to Section 5 and Section 8, above.

b. With respect to the Developer Utility Projects, the Developer or its designee shall procure the design plans, subject to approval thereof by PCUD, and the Developer or its designee shall be the applicant and shall process the plans and permits for approval by all local, state and federal agencies having jurisdiction. Upon procurement of all required approvals, the Developer or its designee shall construct the Developer Utility Projects pursuant to Section 5, above.

c. With respect to the VOPH Master Roadway Pipeline Projects, the Developer shall procure the plans in accordance with the VOPH Master Roadway Plan, including the specific cross-section design requirements set forth in the VOPH Enabling Documents, for approval by the County (and by FDOT but only where applicable for a specific roadway segment under FDOT jurisdiction). The Developer or its designee shall be the applicant for the roadway plans and permits; provided, however, that upon request by the Developer, the County shall be the named applicant for any state or federal permit application processed by the Developer or its designee related to public roadway impacts to wetlands, flood plains, or other state or federal permitting issues, which consent shall not be unreasonably withheld. The Developer's roadway design plans and specifications shall be subject to County approval in accordance with applicable

VOPH Master Roadway Plan design criteria and/or Florida Department of Transportation design standards (but only where there is applicable FDOT jurisdiction). Any necessary wetland or floodplain impacts or compensation related to the roadway project shall be included in the design and indicated on the plans. The purchase of off-site mitigation bank credits shall be required in lieu of any County-maintained mitigation areas (provided, however, that any CDD, HOA, or Developer-maintained mitigation area, including comingled mitigation areas, shall be allowed).

d. The construction contractors used by Developer or its designee to construct and complete the utility and roadway projects shall be selected by the Developer and shall be reasonably satisfactory to Pasco County and/or FDOT, as applicable. The consent of Pasco County and/or the Developer to any plans, design, permit conditions, selection of contractors, or project contract costs shall not be unreasonably withheld, conditioned, or delayed.

e. Drainage and/or mitigation facilities for any VOPH infrastructure project may be commingled or combined with drainage and/or mitigation facilities for an adjacent VOPH-MPUD project or any other facilities or developments along the route of the infrastructure project; however, any such shared facilities shall be owned, operated, and maintained by a Community Development District ("**CDD**"), Homeowner/Property Owner's Association ("**POA**"), or such other legal entity as may be approved by Pasco County (which approval shall not be unreasonably or untimely withheld or conditioned). Any isolated stormwater or mitigation facilities which serve only the public infrastructure project shall be owned, operated, and maintained by the County. Where applicable for any shared facilities, the CDD, POA, or such other legal entity shall provide appropriate easements to Pasco County so that Pasco County has the ability to maintain such drainage and/or mitigation facilities in the event that the CDD, POA, or such other legal entity defaults on its obligations to maintain the drainage facilities. If the drainage facilities for the public infrastructure project are commingled or combined with drainage facilities for any adjacent private project then all such drainage facilities shall remain owned by an entity other than Pasco County, and operation and maintenance of the same shall be the responsibility of the respective underlying land owner, the CDD, the POA, or such other similar legal entity as may be approved by Pasco County (which approval shall not be unreasonably or untimely withheld or conditioned), as applicable. The underlying landowner, the CDD, the POA, or such other similar legal entity shall be responsible for the design, permitting, and construction of all such commingled or combined drainage facilities, unless otherwise approved by Pasco County (which approval shall not be unreasonably or untimely withheld or conditioned). Appropriate easements to Pasco County shall be provided on all lands owned by the applicable VOPH-MPUD Owner(s) and shall be obtained from all other underlying land owners, by condemnation if necessary, of land containing drainage facilities serving the public infrastructure project, including those drainage facilities that are commingled or combined, so that Pasco County has the ability to maintain the drainage facilities associated with the public infrastructure project in the event that the CDD, the POA, or such other legal entity fails properly to maintain same.

f. In the event that the permitted wetland and/or floodplain mitigation area(s) for the impacts associated strictly with the public infrastructure project are permitted and constructed separately and distinctly from impacts associated with any other private project facilities or developments, then Pasco County will accept ownership and

maintenance responsibilities after the completion of the maintenance and monitoring period and acceptance by any governing agencies having jurisdiction over the public infrastructure project (notwithstanding the foregoing, the County reserves the right to purchase off-site mitigation bank rights in lieu of on-site wetland or floodplain mitigation areas which require permanent maintenance). If the permitted wetland and floodplain mitigation areas related to the public infrastructure project are commingled/combined with wetland and floodplain mitigation areas of any other private project facilities or developments, all the wetland and floodplain mitigation areas shall be permitted, owned, operated, and maintained by the underlying landowner, the CDD, the POA, or such other legal entity as may be approved by Pasco County. Appropriate easements shall be provided to Pasco County for the wetland and floodplain mitigation areas associated with the public infrastructure project that are owned by the applicable VOPH-MPUD Owner(s), the CDD, or the POA, or such other legal entity as may be approved by Pasco County Pasco County and shall be obtained, by condemnation if necessary, from all other underlying landowners of land containing such mitigation areas serving the public infrastructure project, including those areas that are commingled or combined, so that Pasco County has the ability to maintain the wetland and/or floodplain mitigation area(s) in the event that the CDD, or the POA, or such other legal entity as may be approved by Pasco County or any other underlying landowner defaults on its [their] obligations to maintain the facilities.

g. For any County roadway project delegated by the County Administrator to the Developer as the Constructing Entity for design and permitting, if the County review will be completed by a department other than the Planning and Development Department, the Developer shall complete and submit sixty (60) percent, ninety (90) percent, and final design plans for those portions of the public infrastructure project to Pasco County and/or FDOT, as appropriate, for review and approval unless FDOT and/or Pasco County, as appropriate, agrees in writing to, or have adopted, an alternative submittal schedule. Developer shall obtain approval of the 100 percent design and right-of-way plans for those portions of the public infrastructure project from Pasco County and/or FDOT, as applicable, prior to commencement of any bidding of the public infrastructure project. Developer shall provide at the time of 100 percent design and right-of-way plan submission for the public infrastructure project an engineer's estimate of the cost of the constructing the public infrastructure project, including inspection costs, which estimate shall be certified by an engineer duly registered in the State of Florida and approved by Pasco County.

10. **Pasco County Cooperation and Assistance with Developer Projects; Bidding Process for Developer Infrastructure Projects**. Pasco County shall cooperate with the applicable Constructing Entity (also referred to as the "Developer" herein) with respect to plans and permit applications and construction for the Developer roadway and utility projects pursuant to this Agreement, including assistance when appropriate with other agencies having jurisdiction over such projects, subject to the following terms and conditions:

a. **County and FDOT Review**. Developer agrees and recognizes that Pasco County and FDOT shall not be held liable or responsible for any claims which may result from any actions or omissions of Developer, or engineers/contractors selected by Developer, for any Developer project in which Pasco County or FDOT participated, either through review or concurrence of their actions. In reviewing, approving, or rejecting any submissions or acts of Developer, or engineers/contractors selected by Developer, Pasco County and FDOT in no way assume or share any of the responsibility or liability

of Developer or its consultants, contractors, or registered professionals (e.g., architects and/or engineers) under this Agreement. All work covered under this Agreement shall be performed in accordance with good engineering practice, and all established design criteria and procedures shall be followed. Pasco County and FDOT, as applicable, will review the submittals, although detailed checking will not necessarily be done. Developer remains solely responsible for the work related to any Developer project and is not relieved of that responsibility by review comments.

b. **Utilities Relocation**. Developer shall coordinate the relocation of any utilities infrastructure in conflict with any County or Developer infrastructure project, including Pasco County utilities. Relocation of any utilities infrastructure which is in conflict with the County or Developer infrastructure project, including Pasco County utilities, shall be completed and paid for by the owner of the utilities infrastructure to the extent required by Sections 337.403-404, Fla. Stat. Pasco County agrees, upon request of Developer, to cooperate with Developer in requiring the relocations of any such utilities infrastructure to the extent allowed by Section 337.403-404, Fla. Stat., in a timely manner. However, under no circumstances shall Pasco County incur any expenses for the relocation of such utilities for any infrastructure projects.

c. **Bidding Process**. With respect to any County or Developer infrastructure project that is subject to impact, mobility, or other fee credits or County funding under this Agreement, the Developer shall comply with the bidding procedures set forth in either (i) Pasco County's Guidelines for Development Pipeline Bid Process, as amended by the County from time to time, (ii) the required bid procedures for a CDD pursuant to Florida Statutes as amended from time to time, and subject to County approval thereof, (iii) the bidding procedures set forth in any subsequent VOPH Fee Credit Registry Resolution or Policy Memorandum approved by the County Administrator or his designee, or (iv) such other public bidding process as approved by the County Administrator or his designee. The Developer shall retain full control of all bids and determinations regarding bidder qualification and determination of the qualified lowest bidder. The Developer may elect in its reasonable discretion to award the bids of portions, phases, or segments of the roadway or utility improvements to a qualified bidder that is not the lowest overall bidder; provided, however, that in such event any fee credit amounts or reimbursements for construction of the roadway or utility improvements that are the subject to such bid may be limited to quantities and amounts awarded in comparable projects located in Pasco County, Florida, as reasonably determined by the County.

11. **Construction of and Disbursements for County Project(s) Delegated to a Co-Developer as Constructing Entity.** With respect any County or Developer infrastructure project delegated by the County Administrator to a Co-Developer or its designee as Constructing Entity (also referred to as the "Developer" herein), the following requirements and procedures shall apply:

    a. **Construction Schedule**. Subject to design plan and permit approvals from all agencies having jurisdiction, the Developer shall commence and complete construction of the Developer infrastructure projects in accordance with Exhibit C, and shall commence and complete construction of the County Utility Projects in accordance with the schedule set forth in the subsequent agreement for such projects. Developer shall proceed and complete the construction of the County and Developer infrastructure projects in accordance with the final alignment, design, specification, and construction plans as approved by Pasco County and other applicable Federal, State, and regional

regulatory agencies. Developer and Pasco County agree that nothing contained herein shall prohibit or in any way restrict Developer's ability to accelerate the schedule for construction of any portion of the County and Developer infrastructure projects, subject only to procurement of required permits.

b. **Tender of Improvement Area**. Upon the issuance to Developer or its contractor of a Pasco County construction permit, the area covered by such construction permit shall be deemed to be tendered to Developer or its contractor, as applicable, and such entity shall be in the custody and control of the project areas. Developer or its contractor shall be responsible for providing a safe work zone for the public.

c. **Pasco County Observation**. Pasco County reserves the right to inspect, observe, and materials-test any and all work associated with the County and Developer infrastructure projects and shall at all times have access to the work being performed pursuant to this Agreement for Pasco County's observation. However, should Pasco County observe any deficiencies inconsistent with the plans or construction not accordance with the specifications, Pasco County shall notify Developer and its representative in writing and Developer shall correct the deficiencies as necessary. Nothing herein shall require Pasco County to observe or inspect the work of the County and Developer infrastructure projects. Developer shall be solely responsible for ensuring that the County and Developer infrastructure projects are constructed in accordance with the plans, specifications, and required standards for such projects. Observations by Pasco County or its inspectors that do not discover that construction is not in accordance with the approved plans, specifications, and required standards shall not be deemed a waiver of Developer's requirements herein.

d. **Acceptance of County and Developer Infrastructure Projects**. Prior to acceptance of any portion of the County and Developer infrastructure projects by Pasco County, Developer shall meet the application requirements of the County. All conveyances for any project areas outside existing public rights-of-way shall include appropriate utilities and access easements and shall be in a form acceptable to Pasco County's Real Estate Division.

e. **Construction Requirements**. During the construction phase of the County and Developer infrastructure projects the Developer and/or its construction contractor(s) shall:

    i. Provide its own on-site inspection and observation under the direction of a professional engineer registered in the State of Florida for the purpose of observing and inspecting the progress and quality of the work and to ensure that it is constructed according to the plans, contract documents, and specifications. The construction engineering and inspection contract shall be approved by Pasco County.

    ii. Obtain all necessary Right-of-Way Use Permits; provided, however, that the County shall be the applicant on any required permits.

    iii. Be responsible for supervising and inspecting the construction of the County and Developer infrastructure projects and shall be responsible for ensuring the accuracy of all reference points, grade lines, right-of-way lines, and field measurements associated with such constructions.

iv. Be responsible for full and complete performance of all construction activities required pursuant to this Agreement. Developer shall be responsible for the care and protection of any materials provided or work performed for the County and Developer infrastructure projects until the improvements are completed and accepted by Pasco County, which acceptance shall not be unreasonable nor untimely withheld or conditioned.

v. Require testing by an independent laboratory, acceptable to Pasco County, in accordance with Pasco County Engineering Services Department and/or PCUD, as applicable. Any failed tests shall be immediately reported to the Pasco County Engineer and/or PCUD, as applicable, and all test reports shall be provided on a quarterly basis to the Pasco County Engineer and/or PCUD, as applicable.

vi. Provide to Pasco County copies of all design drawings, as-build drawings, and permits received for the County and Developer infrastructure projects. All plans submitted to Pasco County shall include reproducible Mylars™ and electronic files compatible with *AutoCADD*.

vii. Upon completion of the County and Developer infrastructure projects, the engineer shall provide any required documentation of completion such as but not limited to final quantities and payment certifications, record drawings, and copies of final inspection reports.

f. **Escrow Account Disbursement Documentation; Fee Credit Amount Reconciliation.** For all disbursements to be made from either the VOPH Roadway Escrow Account or the VOPH Utility Escrow Account, the following required documentation shall be provided. All disbursements to be made by the Financial Escrow Agent from the respective escrow account(s) shall be made not later than fifteen (15) days after receipt of the required documentation (including the Engineer Verification Agent and County review approvals) and shall be made on an interim basis for each interim contractor draw period ("**Interim Disbursements**"), and then for the final closeout of each project or phase covered by the applicable contract ("**Final Disbursements**"), pursuant to the following procedures and requirements. In addition, the following cost limits shall apply to all projects for which the Developer is the Constructing Entity for the County:

i. costs for design, permitting and other pre-construction consultants: 10% of construction costs;
ii. costs for construction engineering inspections, construction phase services and testing: 10% of construction costs;
iii. costs for insurance: 1% of construction costs;
iv. costs for bonding expenses: 1.5% of construction costs; and
v. costs for roadway landscape (excluding sod) and irrigation: 2% of construction costs (not for utilities); plus 100% of sod costs (this also may require a License and Maintenance Agreement within County public right-of-way areas); and
vi. No disbursements shall be provided for any site-related improvements which are the responsibility of any adjacent, approved VOPH-MPUD, such as turn

lanes or driveway aprons, unless the turn lanes are within existing or future VOPH Primary or Intermediate Roadway segments for which the County is providing Transportation Credits pursuant to this Agreement. The Developer shall separately calculate the cost of any such excluded site-related improvements as a percentage of the design or construction contract, and deduct such costs from each disbursement request to the Engineer Verification Agent, and the affected adjacent VOPH-MPUD Owner shall separately pay such excluded site-related amount.

A complete disbursement request package shall include one hard copy and an electronic version (pdf) for the following (as to both Interim Disbursements and Final Disbursements, as applicable:

(a) Copies of all vendor contracts for which reimbursement is being requested, i.e., Design & Permitting, CEI, Construction Contractor, etc. The contract copies shall be submitted with the first Interim Reimbursement request that includes each vendor, and copies of any change order contracts shall be submitted when they are included in subsequent reimbursement requests.

(b) A signed Cover Sheet (Invoice) denoting the reimbursement amount being requested and pertinent remittance information.

(c) A Summary Sheet reflecting the invoice numbers, invoice dates, invoice amounts, check numbers, cancelled check amounts, check dates, eligible amount, ineligible amount (if any) and amount requested. The summary sheet shall be segregated by vendor, and include subtotals for each vendor, along with grand total amounts, ensuring that the grand total requested equals the amount requested on the cover sheet.

(d) One hard copy and one electronic version (pdf) of the invoices and proof of payment (cancelled checks or evidence of electronic payments/transfers) for invoices reflected on the Summary Sheet. An affidavit from the vendor affirming payment in full of the invoices and amounts included on the Summary Sheet can be provided in lieu of cancelled checks.

In addition, for the Final Disbursement submittal, two (2) hard copies and one electronic file for the following also shall be submitted:

(e) All deeds and easements, including, but not limited to, deeds for rights-of-way or ponds, drainage easements, slope easements (where allowed), ingress/egress easements or any other property interest required for the County to own or control the road, the right-of-way identified in the approved construction plans as well as all structures and features (including, but not limited to, such items as retaining walls, drainage structures, etc.) which serve or support the road and the right-of-way required to be conveyed by the Developer and/or other fee owner. The required conveyances referred to under this section shall also include any other conveyances required by this Agreement. The Developer or other fee owner must submit the conveyance documents(s) required to the Real Estate Division for review and submittal to the Board of County Commissioners for acceptance and recording.

(f) Where applicable, evidence that the Southwest Florida Water Management District (SWFWMD) Operation and Maintenance (O&M) permit has been transferred to a CDD

or Homeowners' Association. The O&M may be transferred to the County only for projects wherein the SWFWMD Project Area consists exclusively of County-owned right-of-way and County-owned ponds that are not co-mingled with flows from non-County owned property.

(g) Evidence that all permit conditions from all applicable permitting regulatory agencies for the project have been satisfied.

(h) An Engineer's Certificate of Completion from the Engineer of Record, as-built / record drawings, test reports, Warranty/Maintenance Guarantee(s) required for the project, License & Maintenance Agreements (if necessary), and other documentation as required by this Agreement.

The Financial Escrow Agent shall withhold payment of the Final Disbursement request (which includes the contractor's previous contract retainage amounts) until the items listed in (e) through (h) are provided to the Engineer Verification Agent and accepted by the County.

g. **Developer Default; County Use of Escrow Account Funds.** In the event either Co-Developer or its Designated MPUD Owner or MPUD developer/builder fails to complete when required by this Agreement: (i) a Designated Master Roadway Pipeline Project for which the applicable Co-Developer or its designee has funded the VOPH Roadway Escrow Account for Transportation Credits, or (ii) a Developer Utility Project for which the applicable Co-Developer or its designee has funded the VOPH Utility Escrow Account for Utility Credits, then: (x) after not less than thirty (30) days' written notice of default to the Co-Developer and failure of the Co-Developer or its designee to address the cure thereof to the reasonable satisfaction of the County, or if such cure cannot reasonably be made within thirty (30) days, then within such reasonable time as necessary for the Co-Developer to commence and thereafter diligently complete such cure, (y) the County shall have the right to access all remaining funds within the VOPH Roadway Escrow Account or VOPH Utility Escrow Account and designated for use on the applicable VOPH infrastructure project, and (z) to utilize said funds in the County's discretion to complete the applicable project. The foregoing remedy is without limitation to any other remedies which may be available to the County under applicable law. Any default by a Co-Developer under this Agreement shall not constitute a default by the other Co-Developer, as each Co-Developer (and its Designated VOPH-MPUD Owner) shall be responsible only for the specific roadway and utility pipeline projects assigned to it under this Agreement. To the extent the County uses funds previously deposited by a Co-Developer, Designated MPUD Owner, or MPUD developer-builder to complete such project(s), the party who originally deposited such funds shall retain the fee credits applicable thereto.

12. **Payment and Performance Bonds, Maintenance Guarantees, and Insurance Requirements for Public Infrastructure Projects**. As the County's designated Constructing Entity, no letter of credit, surety bond, or other performance guarantee shall be required from the Constructing Entity (referred to as the "Developer" herein) with respect to any County infrastructure project delegated to it by the County Administrator and to be funded by the County under this Agreement. Similarly, because the Developer (or its designee) is tendering all estimated costs into the applicable VOPH escrow account in advance for the Developer infrastructure projects, such cash escrow account deposit(s) shall serve as the security to the County for the Developer's performance under this Agreement. However, with respect to each public infrastructure project administered by the

Developer (both as the Constructing Entity for the County Utility Projects and all Developer projects involving public infrastructure) the following requirements shall apply to the general contractor and other third-party professionals selected by the Developer for such public infrastructure project:

a. **Performance and Payment Bond(s)**. The applicable contractor(s) shall be required, prior to commencing construction of the public infrastructure project, to post in favor of the applicable Co-Developer and Pasco County and provide to Pasco County, for its approval, a performance and payment bond acceptable to the Co-Developer and Pasco County to guarantee payment of the contractors' obligations as required by the law (the **"Performance and Payment Bond"**). The Performance and Payment Bond shall be with a bank, surety, or other financial institution reasonably acceptable to Developer and Pasco County, which is authorized to do business in the State of Florida, and which has an "A" policyholders rating and a financial rating of at least Class VII in accordance with the most current Best's Key Rating Guide. The Performance and Payment Bond shall be in the amount of 125% of the construction contract amount. The cost of issuance of the Performance and Payment Bond(s) required pursuant to this Agreement is hereby authorized and shall be included in the total approved costs for the public infrastructure project(s).

b. **Conditions of Performance Guarantees**.

    i. The Performance and Payment Bonds required pursuant to this Agreement must be issued by a bank, surety, savings association, or other financial institution (the **"Performance Guarantee Issuer"**) reasonably acceptable to Developer and Pasco County that is authorized to do business in the State of Florida.

    ii. The Performance Guarantee Issuer must have and maintain (1) a minimum financial ranking of 120 in the Bank Financial Quarterly, or a similar financial ranking acceptable to Pasco County's Risk Manager, and (2) a minimum rating of at least AA/Aa/AA by S&P, Moody's, or Fitch. If the Performance Guarantee Issuer does not maintain the minimum financial ranking above or is downgraded below the minimum rating above, the Performance Guarantee Issuer must notify Pasco County and Developer within five (5) days, and the contractor must provide a substitute Performance Guarantee in substantially the same form and containing the same terms as the original Performance Guarantee from a bank of financial institution with the minimum ratings set forth above within fifteen (5) days of such downgrade event, or Pasco County or Developer may draw on the original Performance Guarantee and complete or cause the completion of the Public Infrastructure Project.

    iii. The Performance Guarantee must provide for draws to be made on a bank or savings association located in West Central Florida or by facsimile to other Performance Guarantee Issuers.

c. **Default Event**. In the event of a contractor default hereunder with respect to the construction of any public infrastructure project, Pasco County or applicable Co-Developer may call on and avail itself of the Performance Guarantee and complete or cause the completion of the public infrastructure project.

d. **Maintenance Guarantee**. Upon completion of the public infrastructure project and final acceptance by Pasco County and/or FDOT, applicable, in accordance with the County Engineering Inspections Division certification as required in this Section, the construction contractors shall be required to guarantee that the Pasco County improvements included in the public infrastructure project (not the FDOT improvements) and all work performed thereon is free from defects in workmanship or materials for a maintenance period of three (3) years (the **"Maintenance Period"**). Accordingly, each construction contractor shall provide a maintenance guarantee valid for such Maintenance Period, and the monetary amount that shall be made available to the Pasco County Board of County Commissioners under the terms of such guarantee shall equal fifteen percent (15%) of the cost of the Pasco County improvements included in the public infrastructure project (the **"Maintenance Guarantee"**). The Maintenance Period shall commence on the date of acknowledgement of completion and acceptance of the Maintenance Guarantee in accordance with this section. The costs for the Maintenance Guarantee are authorized and shall be included in the approved total costs for the public infrastructure project. The applicable contractor shall be responsible for maintaining the Pasco County improvements included in the public infrastructure project during the Maintenance Period and, if any part of the Pasco County improvements included in the public infrastructure project should fail within this period due to a defect in workmanship or materials, it shall be repaired, replaced and/or restored to satisfactory condition and/or operation at no cost to Pasco County. In the event the applicable contractor does not maintain the Pasco County improvements included in the public infrastructure project during the Maintenance Period, the Pasco County Administrator shall notify such contractor in writing via certified mail, return receipt requested, of the areas that require maintenance. Such contractor shall have sixty (60) days from receipt of the notice to perform the required maintenance to the satisfaction of the Pasco County Administrator or be in default of the Maintenance Guarantee, unless a longer time is agreed upon between the contractor and the Pasco County Administrator. Developer shall be responsible for requesting, in writing, a final inspection from the Pasco County Engineering Inspection Division not before ninety (90) days prior to the termination of the Maintenance Period. Upon receipt of the request for final inspection, the Engineering Inspections Division shall notify Developer and the applicable contractor via certified mail, return receipt requested, postmarked within thirty (30) days of such request, providing a list of deficiencies of items to be remedied by the contractor before the expiration of the Maintenance Period. In the event the contractor does not remedy the deficiencies before the expiration of the maintenance Period, the contractor shall be in default of the Maintenance Guarantee. This remedy for correction shall be a contractual obligation in the applicable construction contract that is a cumulative and not exclusive remedy. Upon completion of construction of the public infrastructure project and final inspection by Pasco County as being constructed in accordance with all appropriate contract documents and permit requirements, etc., and upon the expiration of the required Maintenance Guarantee during the Maintenance Period, Pasco County shall be responsible for maintenance of the Pasco County improvements included in the public infrastructure project and all associated drainage facilities which are not commingled/combined. Upon the remedy of any defects to the satisfaction of the Pasco County Administrator, or in the case of no defects, but in any case no sooner than the expiration of the Maintenance Period, the Pasco County Administrator and County Attorney may release this Maintenance Guarantee.

e. **Insurance**.

i. **General**. No work shall commence on the public infrastructure project, nor shall occupancy of any of the property within the public infrastructure project limits take place until the required Certificates of Insurance and certified true and exact copies of all insurance policies are received by Pasco County and/or FDOT, as applicable, as set forth below:

1. During the term of this Agreement, Developer shall require any engineers and/or general contractors providing work for the improvements to pay for or maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies authorized to transact business in the State of Florida which have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current *Best's Key Rating Guide* and which are reasonable satisfactory to Pasco County and/or FDOT, as applicable.

2. Developer shall require the engineers and/or general contractor to provide to Developer and to Pasco County and/or FDOT, as applicable, evidence of insurance coverage of the types and in the amounts required by submitting four (4) original, executed Certificates of Insurance on the form to be provided by Pasco County and/or FDOT, as applicable, to Developer. Each certificate shall set for the original, manual signatures of the authorized representative of the insurance company[ies], identified therein and shall have attached thereto, proof that said representative is authorized to execute the same. In addition to the Certificates of Insurance required herein, Developer shall require the engineers and/or contractors to also provide to Pasco County and/or FDOT, as applicable, certified true and exact copies of all insurance policies required hereunder at the time of submittal of the Certificates of Insurance. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to the agreement between Developer and the contractor for the improvement.

3. All policies of insurance required by this Agreement shall require that the insurer deliver to Pasco County and/or FDOT, as applicable, and Developer thirty (30) days' written notice prior to any cancellation, intent not to renew, or reduction in coverage and ten (10) days' written notice of any nonpayment of premium. Such notice shall be delivered by certified U.S. Mail to Pasco County and Developer, addressed to the parties as described in the notice provision of this Agreement. In the event of any reduction in the aggregate limit of any policy, Developer shall require the engineers and/or contractor to immediately restore such limit to the amount required herein.

4. Developer shall require that all insurance coverage provided by the engineers and/or general contractor be primary to any insurance or self-insurance program of Pasco County and/or FDOT, as applicable, and Developer that is applicable to the work provided for in this

Agreement. All such insurance shall also remain in effect until final payment and until after the Maintenance Period provided herein.

5. Receipt by Pasco County and/or FDOT, as applicable, of any Certificate of Insurance or copy of any policy evidencing the insurance coverage and limits required by the contract documents does not constitute approval or agreement by Pasco County and/or FDOT, as applicable, that the insurance requirements have been satisfied or that the insurance policies or Certificate of Insurance are in compliance with the requirements under this Agreement.

6. The insurance coverage and limits that Developer shall require from engineers and/or contractors under this Agreement are designed to meet the minimum requirements of Pasco County and/or FDOT, as applicable. They are not designed as a recommended insurance program. Developer shall notify the engineers and/or contractors that the engineers and/or contractors shall be responsible for the sufficiency of its own insurance program.

7. If the insurance coverage initially provided by the engineers and/or contractors is to expire prior to completion of the work, Developer shall require the engineers and/or contractors to provide renewal Certificates of Insurance on Pasco County or FDOT's forms, as applicable, thirty (30) days prior to expiration of current coverage.

8. All insurance policies that Developer shall require the engineers and/or contractors to obtain pursuant to this Agreement, other than workers' compensation and employer's liability policy, shall specifically provide that Pasco County, the Pasco County Engineer, FDOT (if applicable), and each of their respective officers, employees, and agents shall be "additional insured" under the policy and shall also incorporate a severability of interests provision. All insurance coverages required herein shall apply to all engineers' and/or contractors' activities and any subcontractors' activities for the Public Infrastructure Project without regard for the location of such activity.

ii. **Coverage**. Amounts and types of insurance shall conform to the following minimum requirements and shall be listed on a current Pasco County Certificate of Insurance form, which shall be provided by the engineers and/or contractors to Developer.

1. **Workers' Compensation and Employer's Liability Insurance**. Developer shall require that coverage be maintained by the engineers and/or contractors for all employees engaged in the work in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than (a) Florida's statutory requirements for workers' compensation insurance, and (b) One Million Dollars ($1,000,000.00 USD) per incident. Developer shall require the engineers and/or contractors and their respective insurance companies

to waive their rights of subrogation against Pasco County and/or FDOT, as applicable, and their respective agents and employees.

2. **Commercial General Liability Insurance**. Developer shall require commercial general liability insurance coverage be maintained by the engineers and/or contractors, which shall include, but not be limited to personal and advertising injury; contractual for the improvements, including any hold-harmless and/or indemnification agreement; independent contractors; broad form property and personal injury, and combined single limits:

    a. **General Aggregate**. Two Million Dollars ($2,000,000.00 USD).

    b. **Products, Completed Operations Aggregate**. Two Million Dollars ($2,000,000.00 USD).

    c. **Bodily Injury, Including Death (Each Person)**. One Million Dollars ($1,000,000.00 USD).

    d. **Bodily Injury, Including Death (Each Occurrence)**. Two Million Dollars ($2,000,000.00 USD).

    e. **Property Damage (Each Occurrence)**. One Million Dollars ($1,000,000.00 USD).

    f. **Personal and Advertising Injury (Each Occurrence)**. Five Hundred Thousand Dollars ($500,000.00 USD).

    g. **Fire Damage (Any One (1) Fire)**. Five Hundred Thousand Dollars ($500,000.00 USD).

3. **Business Automobile Liability Insurance**. Developer shall require coverage to be maintained by the engineers and/or contractors as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles and employees' non-ownership with limits of not less than (a) One Million Dollars ($1,000,000.00 USD) combined, single limit for bodily injury and personal injury, including death, and (b) One Million Dollars ($1,000,000.00 USD) combined, single limit for property damage.

4. **Excess Liability Insurance**. Developer shall require coverage be maintained by the contractors for excess liability, which shall be over and above the commercial general liability insurance and business automobile liability insurance requirements, with limits of not less than (a) Three Million Dollars ($3,000,000.00 USD) per occurrence, and (b) Three Million Dollars ($3,000,000.00 USD) aggregate.

5. **Professional Error and Omissions Liability Insurance**. Developer shall require that the engineers maintain standard, professional-

liability insurance in the minimum amount of One Million Dollars ($1,000,000.00 USD) per occurrence.

6. **Special Instructions**. Occurrence form professional, liability insurance is highly preferred. However, if the consultant is only able to secure claims-made, professional-liability insurance, then special conditions apply. Any Certificate of Insurance issued to Pasco County and/or FDOT, as applicable, must clearly indicate whether the coverage is on a claims-made basis. If coverage is afforded on a claims-made basis, then Developer shall require the consultant to be obligated by virtue of this Agreement to maintain insurance in effect with no less limits of liability nor any more restrictive and/or conditions for a period of five (5) years from the Effective Date (as defined below) of this Agreement.

13. **General Provisions**.

a. **Constitutional Limitations**. The terms and conditions of this Agreement placed upon Pasco County are applicable only to the extent they are within and consistent with the constitutional and statutory limitations on the authority of the County. Specifically, the parties acknowledge that the County is without authority to grant or pledge a security interest in any of the County's revenue sources or County property.

b. **Independent Capacity; Limitation on Liability.** The Co-Developers, Designated MPUD Owner(s), any designated Constructing Entity/Developer and any consultants, contractors, or agents are and shall be, in the performance of all work, services, and activities under this Agreement, independent contractors and not employees, agents, or servants of Pasco County or joint venturers with Pasco County. The Co-Developer, their agents and representatives do not have the power or authority to bind Pasco County in any promise, agreement, or representation other than specifically as provided for in this Agreement. Pasco County shall not be liable to any person, firm, or corporation who contracts with or provides goods or services to the Co-Developers with respect to any private infrastructure project for debts or claims accruing to such parties against the Co-Developer(s) for such private infrastructure project, and the County's liability hereunder shall extend only to the funds deposited into the VOPH Roadway Escrow Account or the VOPH Utility Escrow Account, as applicable, for the public infrastructure projects included in this Agreement. There is no contractual relationship expressed or implied between Pasco County and any other person, firm, or corporation supplying any work, labor, services, foods, or materials to any private infrastructure project.

c. **Time Extensions**.

i. If Pasco County reasonably requires additional time beyond that allocated herein to act upon a submission by the Co-Developer or its designee of complete and correct documents for review and/or approval, there shall be an automatic extension of the time periods set forth in this Agreement for the public infrastructure project for the documented number of days which it takes Pasco County beyond the days allowed for the Pasco County's review and/or approval.

ii. If the Co-Developer is unable to meet a deadline as set forth in this Agreement for any public infrastructure project, the Co-Developer may, prior to the deadline, submit a request to the County Administrator for administrative amendment, which shall not be unreasonably withheld or delayed.

d. **Contracts**. All contracts entered into by either Co-Developer for any public infrastructure projects shall be made in accordance with all applicable laws, rules, and regulations; shall be specified by written contract or agreement; and shall be subject to each applicable paragraph set forth in this Agreement. The applicable Co-Developer shall monitor all contracts on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports submitted to Pasco County and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

i. The Co-Developer shall cause all applicable provisions of this Agreement to be included and made a part of any contract for the public infrastructure project.

ii. The Co-Developer agrees to include in all construction contracts a retainage clause providing that upon completion of all work the retainage will be reimbursed.

e. **Law Compliance**. The Co-Developers and Pasco County will comply with all applicable Federal, State, and local laws, rules, regulations, and guidelines related to performance under this Agreement. In particular, the Co-Developers verify and affirm that each party is in compliance with the 8 U.S.C. 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. Pasco County will consider the employment of unauthorized aliens by the Co-Developer(s) during the term of this Agreement a violation of the Immigration and Nationality Act.

f. **Certification**. The applicable Co-Developer shall provide certification to Pasco County and/or FDOT, as applicable, under the seal and signature of a registered, professional engineer that any public roadway infrastructure project has been designed and constructed in accordance with the applicable standards promulgated by the FDOT in Section 336.045, Fla. Stat., if applicable; Pasco County standards; the contract documents; and this Agreement.

g. **Notice**. Any notice or demand to be given to or served upon any party hereto in connection with this Agreement shall be in writing and shall be (i) delivered by hand, or (ii) delivered through the United States mail, postage prepaid, certified or registered, return receipt required, or (iii) delivered through a nationally recognized overnight delivery service, such as FedEx, which provides proof of delivery. Or, if notice is given by a method other than the foregoing, it shall be deemed to be given and received when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the following addresses:

If to Pasco County:

Pasco County Administrator
West Pasco Government Center
8731 Citizens Drive, Suite 340
New Port Richey, Florida 34654

With a copy to:

David A. Goldstein, Esq., Chief Assistant County Attorney
West Pasco Government Center
8731 Citizens Drive, Suite 340
New Port Richey, Florida 34654

If to Co-Developers:

VOPH Master Development Company, LLC
Attn: Mark Metheny
4065 Crescent Park Drive
Riverview, FL 33578

And: Galvin Land Services, LLC
Attn: Mike Galvin
121 Snell Isle Blvd.
Sat. Petersburg, FL 33704

With a copies to:

Joel R. Tew, Esquire
Tew & Associates
35595 U.S. Hwy 19 N, #921
Palm Harbor, Florida 34684

And: Via email to:
jtew@tewlaw.us
mmetheny@westbaytampa.com
bbradburn@westbaytampa.com
mike@galvincompany.com
wnunn@westbaytampa.com

If to Engineer Verification Agent:

W.E. Oliver, P.E., LLC
Attn: W.E. Oliver, P.E., President
P.O. Box 10361
Tampa, FL 33679
Email: bill@weo-pe.com
Phone: (813) 748-9188

If to Financial Escrow Agent:

Phelps Dunbar LLP
Attn: Robert H. Gidel Jr., Esq.
100 S. Ashley Drive,
Suite 2000
Tampa, FL 33602
Email: robert.gidel@phelps.com
Phone: 813-472-7759

It is agreed that, if any party hereto is represented by legal counsel, such legal counsel is authorized to delivered notice directly to the other party on behalf of his or her client, and the same shall be deemed proper notice hereunder if delivered in the manner hereinabove specified.

Any party hereto may, at any time by giving three (3) days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

Any notice or demand that may be given hereunder shall be deemed complete (notwithstanding the lack of actual receipt by addressee) (i) three (3) days, after depositing any such notice or demand in the United States mail with proper postage affixed thereto, certified or registered, return receipt requested, or (ii) on the next business day after deposit (prior to the deadline for delivery on such business day) with a nationally recognized overnight delivery service which provides evidence of delivery, or (iii) upon hand-delivery to the appropriate address as herein provided during normal business hours.

h. **Entire Agreement**. Except for the respective VOPH-MPUD approvals and subsequent development approvals through application of the Land Development Code for such VOPH-MPUD's, this Agreement embodies and constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated herein, and this Agreement supersedes all prior and contemporaneous agreements, understands, representations, communications, and statements, either oral or written between the Co-Developers, the Engineer Verification Agent, the Financial Escrow Agent, and Pasco County as to the specific subject matters set forth herein.

i. **Modification and Amendment**. Neither this Agreement, nor any portion hereof, may be waived, modified, amended, discharged, nor terminated, except as authorized by law pursuant to an instrument in writing, signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought and then only to the extent set forth in such instrument. The County Administrator shall be authorized to bind the County to any modification or amendment hereto without Board approval provided the item does not exceed the Administrator's authorized expenditure (or fee credit award) limit of fifty thousand dollars ($50,000.00). Any amendment to this Agreement shall require only the Co-Developers' execution, and not any VOPH-MPUD Owner(s) (who shall be deemed third-party beneficiaries, only, as set forth below).

j. **Waiver**. The failure of any party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is a violation of the terms of this

Agreement shall not be construed as a waiver of the violation or breach or of any future violation, breach, or wrongful conduct.

k. **Contract Execution**. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts shall constitute one (1) and the same agreement.

l. **Gender**. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa.

m. **Headings**. All article and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

n. **Severability**. In case anyone (1) or more of the provisions contained in this Agreement is found to be invalid, illegal, or unenforceable in any respect, such invalidity, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless such unenforceable provision results in ta frustration of the purpose of this Agreement or the failure of consideration.

o. **Construction**. The parties hereby agree that each has played an equal part in the negotiation and drafting of this Agreement and, in the event any ambiguity should be realized in the construction or interpretation of this Agreement, the result of such ambiguity shall be equally assumed and realized by each of the parties to this Agreement.

p. **Cancellation**. This Agreement may be canceled by mutual consent of the parties to this Agreement.

q. **Third Party Beneficiaries**. Pasco County and the Co-Developers acknowledge and agree that, upon their consummation of the respective closings upon the Designated VOPH-MPUD, each VOPH-MPUD Owner and its successors and assign(s) shall be deemed an express, intended third-party beneficiary of this Agreement to the extent this Agreement pertains to any off-site infrastructure which serves the Designated VOPH-MPUD. Such VOPH-MPUD Owner(s) shall not be deemed "parties" to this Agreement and nothing in this Agreement shall be construed to benefit any person or entity not a party or an express third-party beneficiary to this Agreement.

r. **Signatories Authority**. By the execution hereof, the parties covenant that the provisions of this Agreement have been duly approved and signatories hereto are duly authorized to execute this Agreement.

s. **Controlling Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising from this Agreement shall be in the 6th Judicial Circuit in and for Pasco County, Florida.

t. **Successors and Assigns**. The terms of this Agreement shall be binding upon the Co-Developers, their respective successors and assigns. Either Co-Developer may assign its interest in this Agreement and its respective rights and obligations hereunder, in whole or in part, to any firm, corporation, or other legal entity, to any authorized CDD,

POA, or other County-approved entity created for the purpose of constructing or operating a public infrastructure project with the consent of all parties to this Agreement, which consent shall not be unreasonably withheld or delayed, and any such assignee shall be entitled to all the rights and powers of such participation hereunder; provided however, that the Co-Developer shall deliver to Pasco County a copy of any such fully executed assignment instrument as a condition to the effectiveness of such assignment, and further, if such assignee (a) is not wholly owned or majority controlled by the Co-Developer, or (b) is not an authorized CDD or POA as provided for herein, such assignment shall require Pasco County's prior written consent, which shall not be unreasonably withheld. Upon any such assignment, such assignee shall succeed to all the rights and obligations of the applicable Co-Developer as to such assigned matters, only. The duties, rights and obligations of the Financial Escrow Agent and Engineer Verification Agent under this Agreement shall not be assignable without the prior written consent of the County and Co-Developers.

u. **Survival**. The provisions of all sections of this Agreement that, from their sense and context are intended to survive the term or any termination of this Agreement, including, but not limited to, affirmative maintenance and other obligations, in order for them to be effectual and have the meaning intended by the parties, shall so survive (but shall expire within any specific time limitation which may be expressly stated elsewhere in this Agreement) the term or any termination of this Agreement and remain independently binding upon the parties, as applicable.

v. **Force Majeure**. In the event any party's performance of this Agreement is delayed or interrupted by consequent act of God, or the public enemy, or national emergency, or a government restriction upon the use of availability of labor or materials, or civil insurrection, riot, racial or civil rights disorders or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm hurricane, sinkholes, earthquake, or other casualty, disaster, or catastrophe, or judgment, or a restraining order or injunction of any court, or material supply shortage, equipment or labor disruption beyond the control of such party (individually or collectively a "Force Majeure" event), such party shall not be liable for such nonperformance, and the time of performance shall be extended for the number of days that the force majeure event delays or interrupts such party's performance of this Agreement as reasonably determined by the other parties. This paragraph shall not apply to Force Majeure events caused by the party with delayed or interrupted performance or under the control or caused by the party with delayed or interrupted performance . In the event performance by any party of the commitments set forth in this Agreement shall be interrupted or delayed in connection with acquisition of necessary governmental permits or approvals which interruption or delay is caused through no fault of the party with a delayed performance, then the party with a delayed performance shall submit documentation to the other parties regarding such event for review and concurrence. If such documentation shows that such event(s) have taken place, then the party with a delayed performance shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof. Any Force Majeure event which exceeds one hundred eighty (180) days shall require a formal amendment to this Agreement. For purposes of this paragraph, the Engineer Verification Agent and Financial Escrow Agent shall be considered parties to this Agreement.

w. Indemnification. Developer shall indemnify and hold harmless the County, the Engineer Verification Agent and the Financial Escrow Agent and their employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the Developer's design, permitting or construction of the Infrastructure Projects, provided that any such liability, claim, suit, demand, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Infrastructure Projects themselves), or arises out of any infringement of patent rights, copyrights, trademarks, or other intellectual property rights held by others, and (b) is caused in whole or in part by an act or omission of Developer or anyone directly or indirectly employed or retained by Developer, or anyone for whose act any of them may be liable. The foregoing indemnity by the Developer shall not apply to any willful misconduct, gross negligence or other malfeasance by either the Financial Escrow Agent or the Engineer Verification Agent in the performance of their prescribed duties under this Agreement.

x. **Public Records**. The Developer, Financial Escrow Agent, Engineer Verification Agent, and all contractors performing work under this Agreement, as applicable, shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, each such party shall (a) keep and maintain those public records required by the County hereunder to perform the services under this Agreement; (b) upon request from the County's custodian of public records provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the applicable party does not transfer the records to the County; and (d) upon completion of the Agreement, transfer, at no cost to the County, all public records in possession of such party. Upon transfer, the party shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. All documentation produced as part of this Agreement will become the property of the County. This paragraph shall survive the expiration or termination of this Agreement.

IF ANY APPLICABLE PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER (727) 815-7092, E-MAIL ADDRESS oeg@pascocountyfl.net, WEST PASCO GOVERNMENT CENTER, 8731 CITIZENS DRIVE, SUITE 135, NEW PORT RICHEY, FLORIDA 34654.

y. Under Florida law, a company who fails to provide the public records to the County within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement. Such records shall be and remain

available at the applicable party's place of business at all reasonable times during the term of this Agreement and for five (5) years after Agreement termination.

z. **Term**. This Agreement shall remain in effect from the date of execution by the last party to sign the agreement (the **"Effective Date"**) until December 31, 2050, unless otherwise extended by mutual consent of the parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the respective dates set forth below.

CO-DEVELOPER:

VOPH Master Development Company, LLC,
A Florida limited liability company

By: _____
Name: Mark Methey
Title: Vice President
Date: 10/10/2022

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10 day of October, 2022 by Mark Methey of VOPH Master Development Company, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me ~~or has produced _____ as identification.~~

_____
Notary Public
State of Florida
Print Name: Heather Mattiza
My Commission Expires: November 21, 2025

HEATHER MATTIZA
Notary Public-State of Florida
Commission # HH 200611
My Commission Expires
November 21, 2025

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CO-DEVELOPER:

Galvin Land Services, LLC,
A Florida limited liability company

By: _____
Name: Mike GALVIN
Title: MANAGER
Date: 10-5-22

STATE OF FLORIDA
COUNTY OF pinellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5 day of October, 2022 by mike galvin of Galvin Land Services, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida
Print Name: _____
My Commission Expires: _____

JODILYNN FURLONG
MY COMMISSION # GG 922978
EXPIRES: February 15, 2024
Bonded Thru Notary Public Underwriters

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

COUNTY:

PASCO COUNTY, FLORIDA,
through its Board of County Commissioners

By: _____
Kathryn Starkey, its Chairperson

Date: _____

(SEAL)

ATTEST:

_____
Clerk of the Board, Nikki Alvarez-Sowles, Esq.

APPROVED
IN SESSION
OCT 25 2022
PASCO COUNTY
BCC

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

DESIGNATED MPUD OWNER ENTITIES, as INTENDED THIRD-PARTY BENEFICIARIES:

VOPH LAC Bailey, LLC
For Bailey MPUD

By: _____
Name: Mike GALVIN
Title: MANAGER

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5 day of October, 2022 by Mike Galvin of VOPH LAC Bailey, LLC, a FL limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

_____
Signature of Notary

Printed Name: _____

[Notary Seal]

Serial Number: _____

JODILYNN FURLONG
MY COMMISSION # GG 922978
EXPIRES: February 15, 2024
Bonded Thru Notary Public Underwriters

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Galvin Land Services, LLC
For Price Harvest Hills North MPUD, Price Harvest Commons MPUD, Price Harvest Hills South MPUD, Hopkins MPUD, & Nursery MPUD

By: _____
Name: Mike Galvin
Title: MANAGER

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5 day of October, 2022 by Mike Galvin of Galvin Land Services, LLC, a FL limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

_____
Signature of Notary

Printed Name: _____

[Notary Seal]

Serial Number: _____

JODILYNN FURLONG
MY COMMISSION # GG 922978
EXPIRES: February 15, 2024
Bonded Thru Notary Public Underwriters

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

VOPH Land Acquisition Company, LLC
For Evans Pasadena MPUD f/ka Evans Parcel G-1; Evans Parcel H-1; & Evans Parcel H-2 MPUD's)

By: _____
Name: MARK MOTHENY
Title: VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10 day of OCTOBER, 2022 by MARK MOTHENY of VOPH Land Acquisition Company, LLC, a FL limited liability company, on behalf of the company. He/she is personally known to me ~~or has produced _____ as identification.~~

HEATHER MATTIZA
Notary Public-State of Florida
Commission # HH 200611
My Commission Expires
November 21, 2025

[Notary Seal]

_____
Signature of Notary

Printed Name: HEATHER MATTIZA

Serial Number: HH 200611

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CONSENT & JOINDER(S) FOR ESCROW AGENTS

ENGINEER VERIFICATION AGENT:

W.E. Oliver, P.E. LLC

By: Wm E Oliver
Name: William E. Oliver
Title: President

STATE OF FLORIDA

COUNTY OF Hillsborough

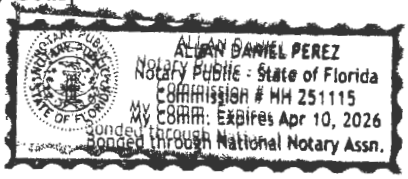
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18th day of October, 2022 by William E. Oliver of W.E. Oliver, P.E., LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or has produced Florida Driver License O416-925-55-091-0 as identification.

Signature of Notary

Printed Name: Allan D. Perez

Serial Number: HH 251115

[Notary Seal]



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

And Its Sub-Consultant:

Vanasse, Hangen, Brustlin, Inc.

By: _____
Name: Demond Hazley
Title: Managing Director

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20 day of October, 2022 by Demond Hazley of Vanasse, Hangen, Brustlin, Inc., a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

_____
Signature of Notary

Printed Name: Gabrielle Spell

Serial Number: GG 923561

[Notary Seal]

GABRIELLE SPELL
Commission # GG 923561
Expires February 16, 2024
Bonded Thru Budget Notary Services

[SIGNATURES CONTINUE ON NEXT PAGE]

FINANCIAL ESCROW AGENT:

Phelps Dunbar, LLP

By: _____
Name: ROBERT GIDEL JR.
Title: PARTNER

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18th day of October, 2022 by Robert Gidel, Jr., partner or agent, on behalf of Phelps Dunbar, LLP, a _____ limited liability partnership. He/she is personally known to me or has produced _____ as identification.

LORI N. HARRIS
MY COMMISSION # GG 342758
EXPIRES: June 14, 2023
Bonded Thru Notary Public Underwriters

[Notary Seal]

_____
Signature of Notary

Printed Name: Lori N. Harris

Serial Number: GG 342758

SCHEDULE OF EXHIBITS

Exhibit A: List of Designated VOPH-MPUDs for each Co-Developer [w/ Matching MPUD Applicant Entity]

Exhibit B-1: Designated Master Roadway Pipeline Projects for each Co-Developer [w/ matching VOPH-MPUDs]

Exhibit B-2: Graphic Depiction for Master Roadway Pipeline Projects

Exhibit C: Phasing Plan for Designated Master Roadway & Developer Utility Pipeline Projects

Exhibit D-1: Graphic for County's Handcart Main Potable Water Transmission Line

Exhibit D-2: Graphic for County's Handcart Main Sanitary Sewer Transmission Line

Exhibit E-1: Graphic for Developer Potable Water Transmission Line Projects

Exhibit E-2: Graphic for Developer Wastewater Transmission Line Projects

Exhibit E-3: Graphic for Developer Reclaim Transmission Line Projects

Exhibit E-4: Designated Developer Utility Projects for each Co-Developer [w/ matching VOPH-MPUDs]

Exhibit F: Scope of Services for Engineer Verification Agent ("EVA")

Exhibit A

List of Designated VOPH-MPUDs

MPUD Name	Co-Developer	MPUD Entity
Bailey MPUD	Galvin Land	VOPH LAC Bailey, LLC
Price Harvest Hills North MPUD	Galvin Land	Galvin Land Services, LLC
Price Harvest Commons MPUD	Galvin Land	Galvin Land Services, LLC
Price Harvest Hills South MPUD	Galvin Land	Galvin Land Services, LLC
Hopkins MPUD	Galvin Land	Galvin Land Services, LLC
Nursery MPUD	Galvin Land	Galvin Land Services, LLC
Pasadena (G-1; H-1; H-2) MPUD	VOPH Master	VOPH Land Acquisition Company, LLC

Prior or subsequent to closing on the applicable VOPH-MPUD land, the applicable Co-Developer shall have the right to designate a substitute VOPH-MPUD ownership entity; provided, however, that the applicable VOPH master roadway plan pipeline project identified for each such VOPH-MPUD shall remain applicable to and binding upon each successor owner or assignee so designated by the Co-Developer, as to that VOPH-MPUD. In addition, either Co-Developer with the consent of the County Administrator may designate additional VOPH-MPUDs with appurtenant designated master roadway pipeline project(s), in which event the applicable exhibits to this Development Agreement shall be administratively amended by the applicable Co-Developer and the County Administrator.

Exhibit B-1

Designated Master Roadway Pipeline Projects

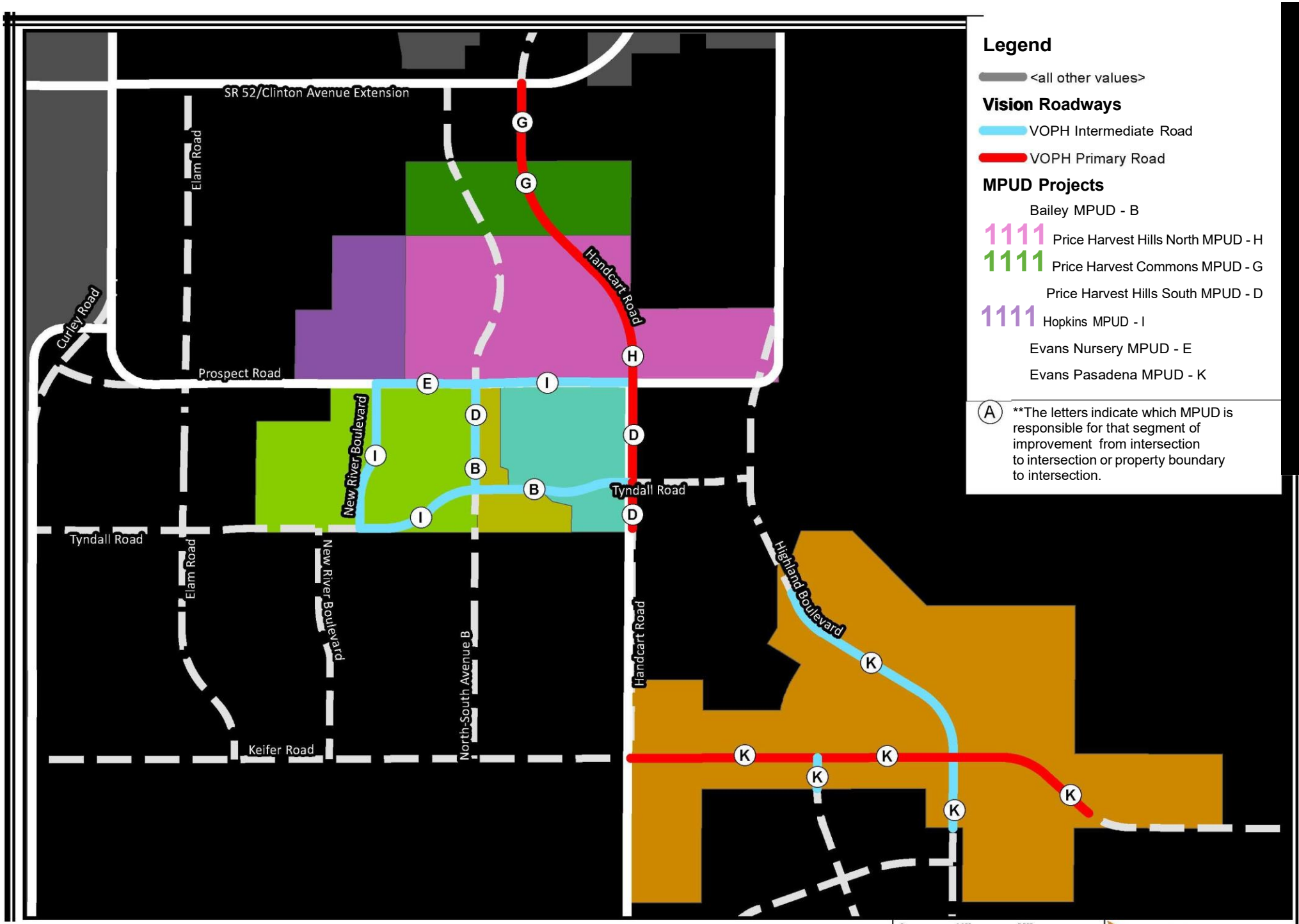
Designated VOPH-MPUD	**Designated Roadway Pipeline Project(s)**
Bailey MPUD:	Tyndall Road from Handcart Road to North-South Avenue B (Intermediate Off-Site Creditable); and North-South Avenue B from Tyndall Road to Bailey MPUD entrance (Intermediate Off-Site Creditable)
Price Harvest Hills North MPUD:	Handcart Road from Prospect Road north to Price Harvest Hills North MPUD boundary (Primary Creditable)
Price Harvest Commons MPUD:	Handcart Road from southern boundary of Price Harvest Commons MPUD to Clinton Avenue (Primary Creditable)
Price Harvest Hills South MPUD:	Handcart Road from Tyndall Road to Prospect Road (Primary Creditable); and North-South Avenue B from Prospect Road to Bailey MPUD Entrance (Intermediate Off-Site Creditable)
Hopkins MPUD:	New River Blvd. from Prospect Road to Tyndall Road (Intermediate Off-Site Creditable); and Tyndall Road from New River Blvd. to North-South Avenue B (Intermediate Off-Site Creditable); and Prospect Road from North-South Avenue B to Handcart Road (Intermediate Off-Site Creditable)
Evans Nursery MPUD:	Prospect Road from New River Blvd. to North-South Avenue B (Partially Intermediate Off-Site Creditable and Partially Intermediate On-Site Not Creditable*)
Evans Pasadena MPUD(s):	Keifer Road from Handcart Road to the easternmost subdivision entrance constructed by the Co-Developer (Primary Creditable) (the remaining eastern portion of Keifer Road within Pasadena MPUD(s) shall require right-of-way dedication only); Highlands Blvd. from the southern MPUD boundary to the northernmost subdivision entrance constructed by the Co-

	Developer (Intermediate On-Site Not Creditable*) (the remaining northern portion of Highland Blvd. within Pasadena MPUD(s) shall require right-of-way dedication only); the entirety of the internal roadway south of Keifer Road to the southern MPUD boundary (not creditable*)

- Fee credit for on-site intermediate roadways is subject to VOPH Financial Plan amendment. In the event on-site intermediate roadways are made creditable, then this Exhibit B-1 shall be deemed automatically amended (without further action by the Board or County Administrator) to provide VOPH Development Fee credits for all such intermediate roadways constructed by the Co-Developers. Any Designated VOPH-MPUD which had prior MPUD approval without such on-site intermediate roadway credits shall be updated by PDD through a Non-Substantial Modification, to conform to the VOPH-Financial Plan, as amended, and to provide for such on-site intermediate roadway credits consistent with this DA, without a required application from such previously-approved VOPH-MPUD.

Exhibit B-2

Graphic Depiction of Designated Master Roadway Pipeline Projects



Villages of Pasadena Hills

Exhibit B-2 (Master Roadway Pipeline Projects)

Pasco County

HEIDT DESIGN -- (813) 253-5311

Date Saved: 1/6/2022 Map Document: G:

Exhibit C

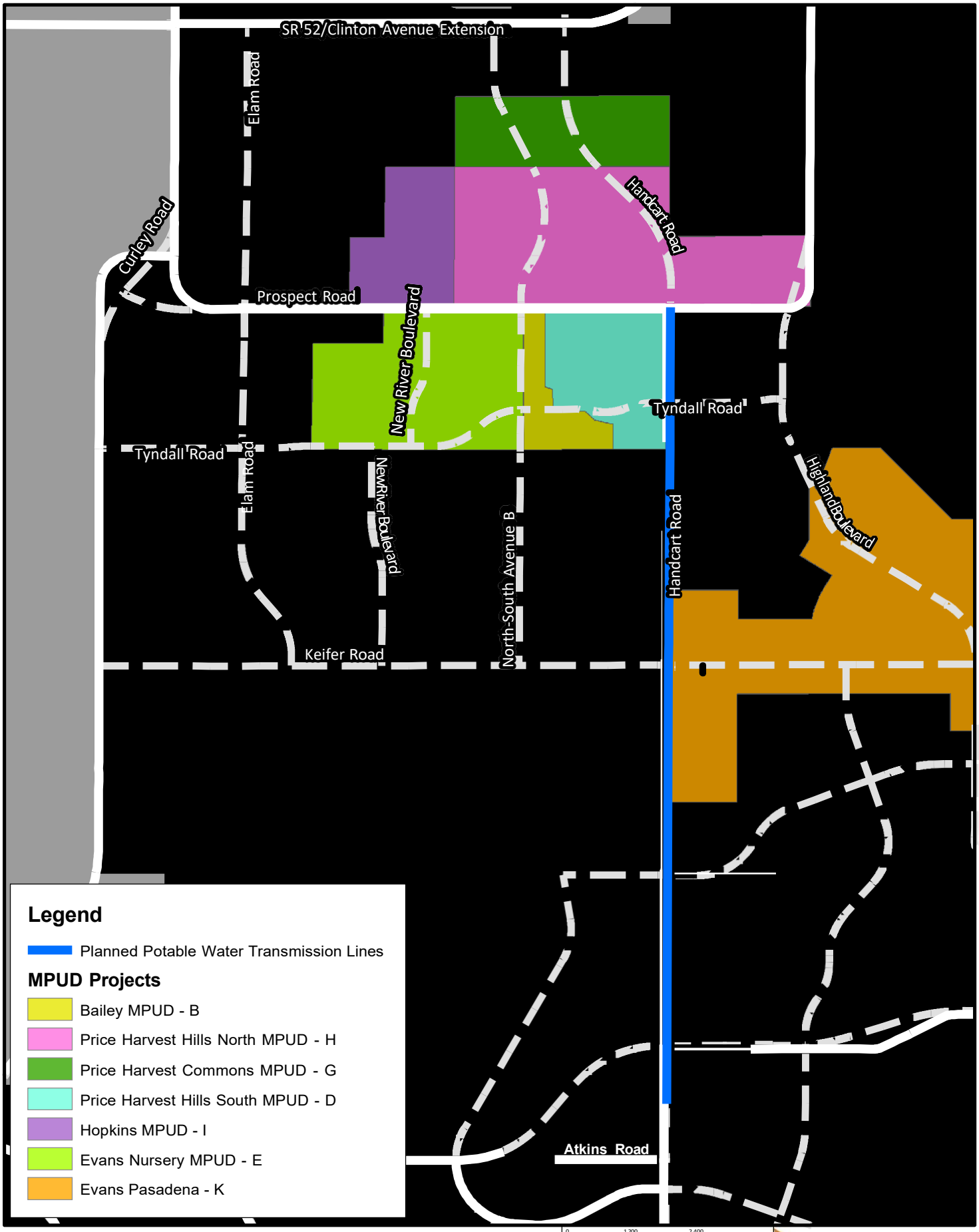
Initial Phasing Plan for Designated Master Roadway Plan & Developer Utility Pipeline Projects

Design/Permitting:	Commence design/permitting and right-of-way acquisition (if necessary) not later than thirty (30) days after (i)the VOPH-MPUD rezoning final approval and (ii) the closing by the Co-Developer or its Designated VOPH-MPUD Owner have both occurred, for the applicable Designated VOPH-MPUD Project (the "Initial Commencement Date")
Escrow Funding Date:	Not later than thirty (30) days after issuance of the Site Development Permit (or Site Development Placard) for the applicable roadway and/or utility project
Construction:	Commence roadway and/or utility construction not later than twelve (12) months after issuance of the Site Development Permit (or Site Development Placard) for the applicable roadway and/or utility project
Completion:	Complete roadway and/or utility construction not later than eighteen (18) months after commencement of construction for the applicable roadway and/or utility phase. Construction shall be deemed "complete" when the applicable roadway or utility project is open for public use and the applicable Maintenance Guarantee (as defined in the Agreement) has been accepted by the County.

Note: The foregoing schedule shall apply to each separate VOPH-MPUD Master Roadway Pipeline Project and/or Developer Utility Project, which project(s) may be designed, permitted and/or constructed in phases, and may overlap or occur concurrently, in the Co-Developer's discretion, provided that each applicable, individual VOPH-MPUD pipeline project deadline nevertheless is met. The subsequent, actual sequencing of the Master Roadway Pipeline and/or Developer Utility Projects by the Co-Developer or its designee(s) shall not affect the credibility of any Master Roadway Pipeline or Developer Utility Project, as established in each applicable Designated VOPH-MPUD approval or this Agreement. Applicable credits shall be awarded upon the earlier of (i) funding by the applicable Co-Developer of the VOPH Roadway Escrow Account or VOPH Utility Escrow Account, as applicable, or (ii) completion of construction and verification of costs for the Designated Master Roadway Plan Pipeline Project or Developer Utility Project (as applicable), as provided in this Agreement.

Exhibit D-1

Graphic for County's Handcart Main Potable Water Transmission Line



Villages of Pasadena Hills

Exhibit D-1 [County's Handcart Main Potable Water Transmission Line] Pasco County

0 1,200 2,400 Feet

Source: Heidt Design, Pasco County

N

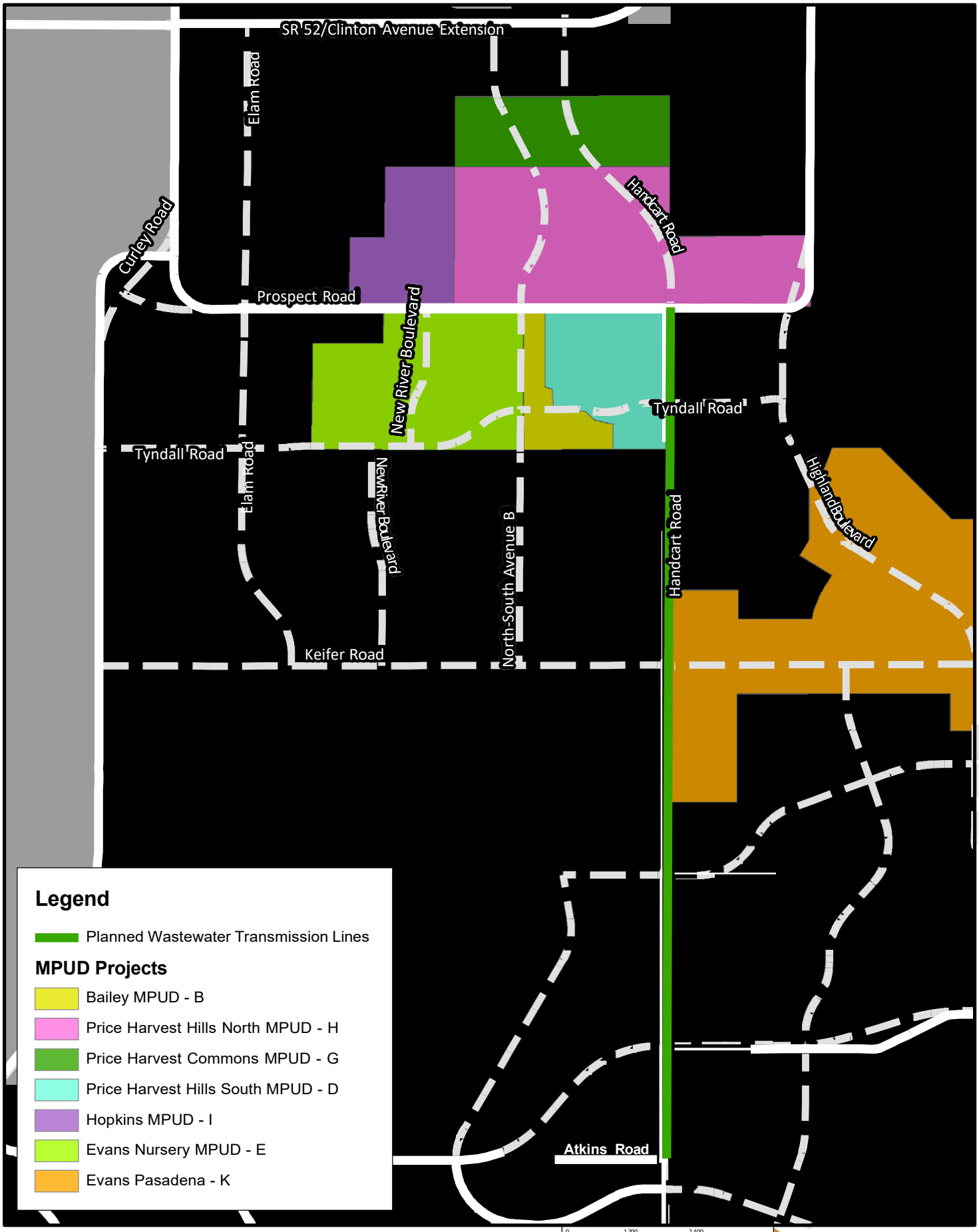
Data were acquired from various sources including but not limited to state, county, and local entities. Heidt Design does not warrant data provided by other sources for accuracy, or for any particular use that may require accurate information. This map is for informational purposes only and should not be substituted for a true title search, property appraisal, or survey.

HEIDT DESIGN (813) 253-5311

Date Saved: 3/28/2022Map Document: G:\GIS_Projects\Pasco\VOPH\VOPH\MXD\VOPH_PH1\VOPH_Ph1_MPUD_20220328_water.mxd-- --E Caltagirone

Exhibit D-2

Graphic for County's Handcart Road Main Sanitary Sewer Transmission Line



Villages of Pasadena Hills

Exhibit D-2 (County's Handcart Sanitary Sewer Transmission Line)

Pasco County

0 1,200 2,400 Feet

Source: Heidt Design, Pasco County

N

Data were acquired from various sources including but not limited to state, county, and local entities. Heidt Design does not warrant data provided by other sources for accuracy, or for any particular use that may require accurate information. This map is for informational purposes only and should not be substituted for a true title search, property appraisal, or survey.

HEIDT DESIGN (813) 253-5311

Date Saved: 3/28/2022Map Document: G:\GIS_Projects\Pasco\VOPH\VOPH\MXD\VOPH_PH1\VOPH_Ph1_MPUD_20220328_waste.mxd-- --E Caltagirone

Exhibit E-1
Graphic for Developer Potable Water Transmission Line Projects



Villages of Pasadena Hills

Exhibit E-1 [Developer Potable Water Transmission Lines]

Pasco County

0 1,100 2,200 Feet

N

Source: Heidt Design, Pasco County

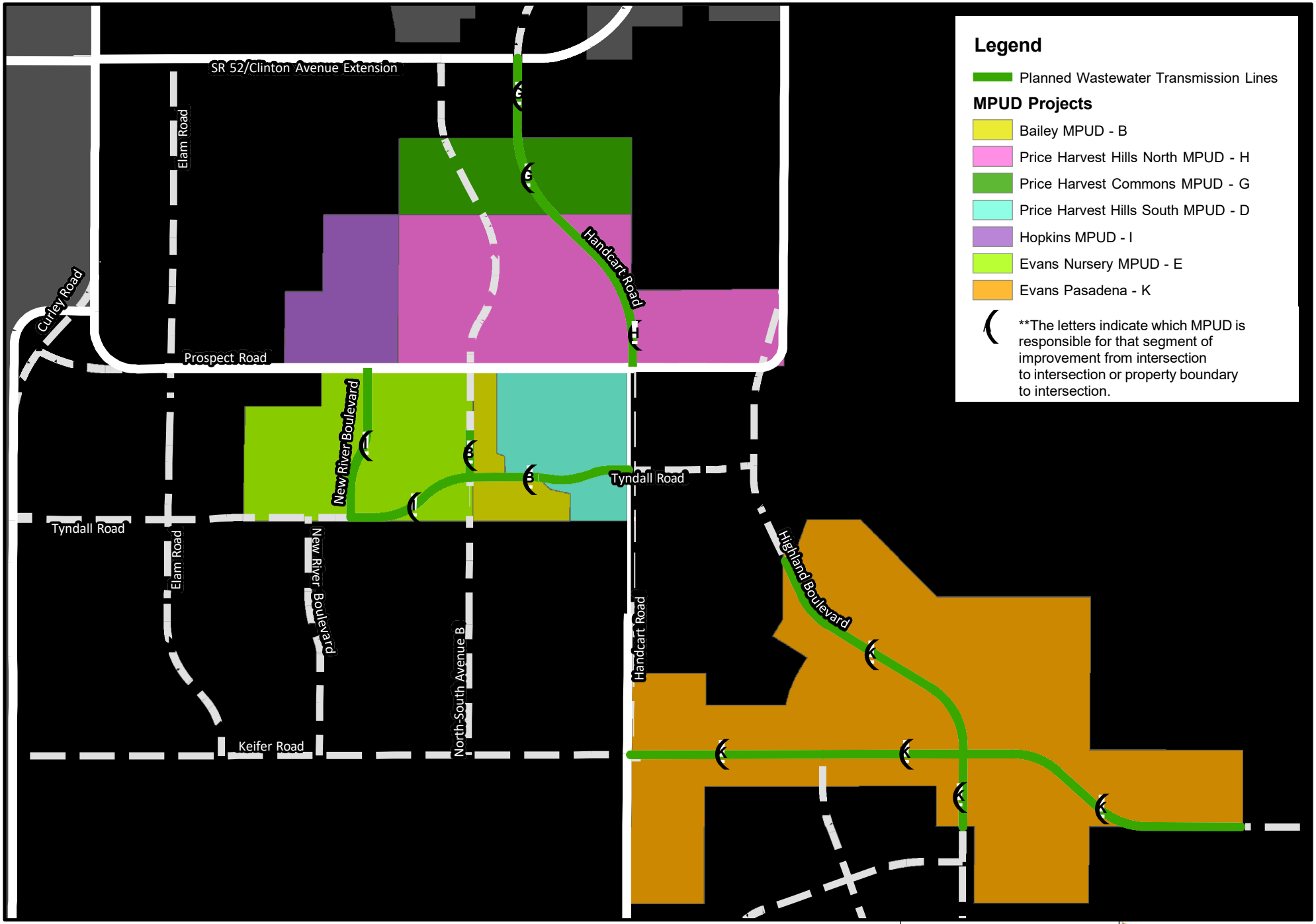
Data were acquired from various sources including but not limited to state, county, and local entities. Heidt Design does not warrant data provided by other sources for accuracy, or for any particular use that may require accurate information. This map is for informational purposes only and should not be substituted for a true title search, property appraisal, or survey.

HEIDT DESIGN (813) 253-5311

Date Saved: 1/6/2022Map Document: G:\GIS_Projects\VOPH\VOPH\MXD\VOPH_PH1\VOPH_Ph1_MPUD_20210628_water.mxd-- -- E Caltagirone

Exhibit E-2

Graphic for Developer Wastewater Transmission Line Projects



Villages of Pasadena Hills

Exhibit E-2 [Developer Wastewater Transmission Lines]

Pasco County

0 1,100 2,200 Feet

N

Source: Heidt Design, Pasco County

Data were acquired from various sources including but not limited to state, county, and local entities. Heidt Design does not warrant data provided by other sources for accuracy, or for any particular use that may require accurate information. This map is for informational purposes only and should not be substituted for a true title search, property appraisal, or survey.

HEIDT DESIGN (813) 253-5311

Date Saved: 1/6/2022Map Document: G:\GIS_Projects\VOPH\VOPH\MXD\VOPH_PH1\VOPH_Ph1_MPUD_20210628_waste.mxd-- -- E Caltagirone

Exhibit E-3

Graphic for Developer Reclaim Water Transmission Line Projects

Pasco County, FL LIVE

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / OBJECT / PROJ	ORG DESCRIPTION / ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT	LINE DESCRIPTION	EFF DATE			
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND				
2023 06	924	03/10/2023		UT Cap	BUA	BCC 03/21	1	1				
1	24415010 563000 22043	UT Water Connection Fees	Improvements Other Than Bldgs		1,800,000.00	170,552.00	1,970,552.00	
	2409-41505-536000-563000-22043-0000-000000-000-0000		03/10/2023					
2	10060680 565087 00000	ORG 10060680	Contra Capital Expense		-44,479,835.14	-170,552.00	-44,650,387.14	
	2409-41505-533000-565087-00000-0000-000000-000-0000		03/10/2023					
3	24415130 563000 22043	UT Wastewater Cxn Fees	Improvements Other Than Bldgs		757,500.00	170,552.00	928,052.00	
	2409-41510-536000-563000-22043-0000-000000-000-0000		03/10/2023					
4	10060690 565087 00000	ORG 10060690	Contra Capital Expense		-119,377,461.46	-170,552.00	-119,548,013.46	
	2409-41510-535000-565087-00000-0000-000000-000-0000		03/10/2023					
		** JOURNAL TOTAL				0.00		

Pasco County, FL LIVE

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: adfernandez

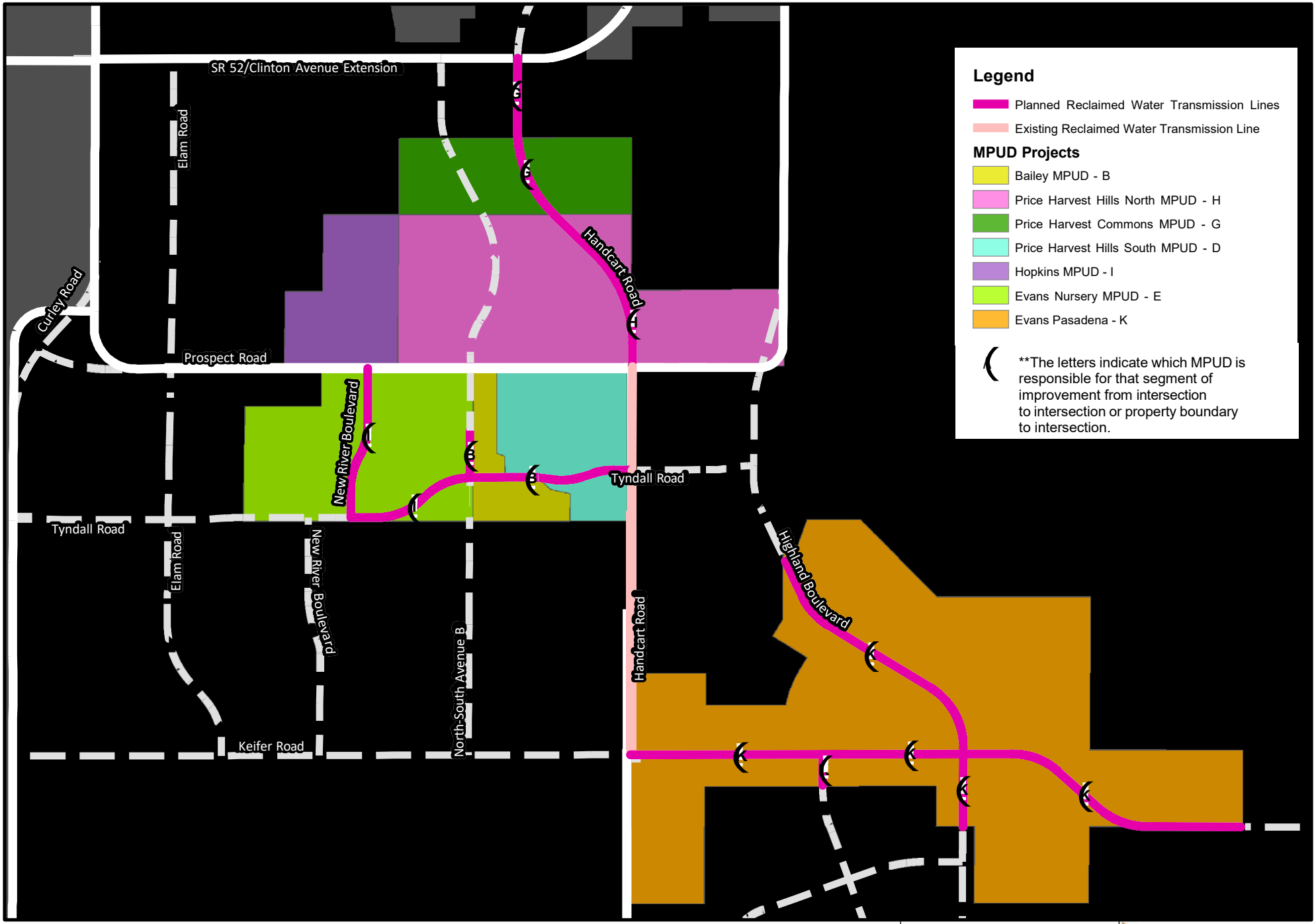
YEAR PER JNL SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2023 6 924					
BUA 2409-41505-536000-563000-22043-0000-000000-000-0000	Improvements Other Than Bldgs	5		170,552.00	
03/10/2023 BCC 03/21 UT Cap					
BUA 2409-41505-533000-565087-00000-0000-000000-000-0000	Contra Capital Expense	5			170,552.00
03/10/2023 BCC 03/21 UT Cap					
BUA 2409-41510-536000-563000-22043-0000-000000-000-0000	Improvements Other Than Bldgs	5		170,552.00	
03/10/2023 BCC 03/21 UT Cap					
BUA 2409-41510-535000-565087-00000-0000-000000-000-0000	Contra Capital Expense	5			170,552.00
03/10/2023 BCC 03/21 UT Cap					
	JOURNAL 2023/06/924	TOTAL		.00	.00

Pasco County, FL LIVE

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
				FUND TOTAL	.00	.00

** END OF REPORT - Generated by Adylen Fernandez **



Villages of Pasadena Hills

Exhibit E-3 [Developer Reclaim Transmission Lines]

Pasco County

0 1,100 2,200 Feet

N

Source: Heidt Design, Pasco County

Data were acquired from various sources including but not limited to state, county, and local entities. Heidt Design does not warrant data provided by other sources for accuracy, or for any particular use that may require accurate information. This map is for informational purposes only and should not be substituted for a true title search, property appraisal, or survey.

HEIDT DESIGN (813) 253-5311

Date Saved: 1/6/2022Map Document: G:\GIS_Projects\VOPH\VOPH\MXD\VOPH_PH1\VOPH_Ph1_MPUD_20210628_reclaimed.mxd-- -- E Caltagirone

Exhibit E-4

Designated Developer Utility Projects

Designated MPUD	**Potable Water, Wastewater & Reclaim Lines**
Bailey MPUD:	Tyndall Road from Handcart Road to North-South Avenue B; North-South Avenue B from Tyndall Road to Bailey MPUD Project Entrance
Price Harvest Hills North MPUD:	Handcart Road from Pasadena Point to northern MPUD property line
Price Harvest Commons MPUD:	Handcart Road from southern MPUD boundary to Clinton Avenue
Price Harvest Hills South MPUD:	Not Applicable
Hopkins MPUD:	Tyndall Road from North-South Avenue B to New River Blvd; New River Blvd. from Tyndall Road to Prospect Road
Evans Nursery MPUD:	Not Applicable
Evans Pasadena MPUD:	Keifer Road from Handcart Road to the MPUD's easternmost subdivision entrance; Highland Blvd. from The MPUD's southernmost subdivision entrance to its northernmost subdivision entrance

Note: To the extent the County Utility Projects (as defined in the Agreement) include any portion(s) of the foregoing Developer Utility Projects, such overlapping utility segments shall be treated as and deemed to be County Utility Projects under this Agreement.

Exhibit F
Scope of Engineer Verification Agent Services
for Roadways and Utilities Capital Infrastructure
Villages of Pasadena Hills MPUD Owner Projects

RECITALS

The EVA will review and verify the propriety of requests for third-party disbursement payments, reimbursements, and/or award of fee credits (as applicable) for implementing capital improvement infrastructure described in the "Funding and Escrow Agreement" ("F&EA"), and provide its recommendation to the requestor, Co-Developer, Pasco County, and a Financial Escrow Agent. Within this scope of services, EVA will create submittal requirement checklists, review regular (monthly) electronic submittal packages, maintain public records, and issue acceptance/approval letters to the above parties.

These services will be primarily led by and undertaken by a W.E. Oliver, P.E., LLC sub-Consultant firm, Vanasse, Hangen, Brustlin, Inc., referred to herein as "VHB". W.E. Oliver, P.E., LLC and Vanasse Hangen Brustlin, Inc. are jointly referred to as the "EVA".

SCOPE OF WORK

Task 1: Project Administration
The EVA will prepare project kick-off, quality assurance review, monitoring procedures, regular administration services for communications, project billing, filing and administer the work order assignment through the project term of service.

Up to a bi-monthly basis, EVA will meet by video-conference (e.g. MS Teams, WebEx, ZOOM, etc.) and coordinate with Pasco County, Financial Escrow Agent, Co-Developers, and/or representatives to discuss current progress, explain steps and process of obtaining disbursement, reimbursement, and/or credit reviews, and the role of the EVA.

Task 2: Prepare Typical Disbursement, Reimbursement, and/or Fee Credit Materials
The EVA will coordinate with Pasco County, Financial Escrow Agent, Co-Developers, and/or representatives to create payment disbursement, reimbursement, and fee credit review requirement checklists and define Co-Developer materials required for submittal, process diagrams, and approval letter templates. The EVA will provide a draft copy of the checklist (substantively consistent with the terms of the F&EA) to the County and the Co-Developers for review and comment. The EVA will then revise the checklist based on consolidated comments

received for resubmit. A maximum total of three (3) reviews and revisions will be undertaken. All of the materials will be created using MS Office Suite software.

Co-Developers will be required to submit an official letter that lists the required materials for the EVA to determine the amount of eligible disbursement, reimbursement, or fee credits, as applicable, and include in the package, at a minimum, the following evidence:

A. Co-Developer applicant letter indicating amount of third-party disbursement, reimbursement, or fee credits requested, with amounts segmented by Escrow Account (as needed);
B. Eligibility Criteria Checklist signed by Co-Developer applicant;
C. Co-Developer Applicant Contact information, address, etc.;
D. Installation Segment Location: Location of the applicable capital improvements (e.g. transmission lines are located in the ROW (Name of Road) from X segment to Y Segment, with map);
E. Proof that all improvements adhere to the capital improvements identified in the F&EA;
F. Certified 3rd party (e.g. Co-Developer's Engineer of Record) cost estimate verification for requested disbursement, reimbursement, or fee credit amount;
G. Approved Pasco County sign off of Construction Drawings for the creditable improvements;
H. Land is dedicated or easements are in place for installation of improvements;
I. Proof of Inspection Verification Sign off by Pasco County; and
J. Other criteria as required by EVA to complete reviews for Pasco County and Financial Escrow Agent approvals (consistent with the terms of the F&EA).

Task 3: Receive, Review, and Process Co-Developer Authorization Requests

The EVA will review and document Co-Developer application submittals for third-party disbursements, reimbursements, and/or fee credit awards, as applicable under the F&EA. It is anticipated that thirty (30) Co-Developer verification requests will occur on a no more frequently than monthly basis over the initial three (3) years, and with optional extensions, up to five (5) year anticipated project length.

It is assumed that the applications will occur electronically, will contain all required Task 2 materials, that review correspondence will occur through email, that multiple reviews and issuance of printed deficiency comments will not be typically necessary.

The EVA will prepare and maintain a database (MS Office Suite) that summarizes the review completed for the submitted materials and prepare a document to submit to the County for concurrence review prior to issuance of an acceptance letter to the County and the Escrow Agent.

Upon completed review and acceptance of Co-Developer verification application materials, the EVA will issue a signed and sealed letter to the County and Escrow Agent approving the third-

party disbursement or Co-Developer reimbursement payment from the Escrow Account(s), and/or the recommendation for award of fee credits to the County, as applicable.

The EVA will maintain the submitted materials and record of actions in an organized, electronic filing system per County and Florida Statutes requirements.

SCHEDULE

The EVA will begin performance of the above services on the date written authorization to proceed is received. The schedule is also subject to timely delivery of information required by the Co-Developer and is exclusive of County or other review of interim products. Upon receipt of a complete review request, review and recommendation is expected to be completed within 20 days.

A three (3) year-long project is initially anticipated to complete the Co-Developer projects, but the F&EA provides for two additional one-year extension options. Tasks One and Two services will be commenced upon receipt of Notice to Proceed and confirmation of sufficient Co-Developer application funding. Subsequent Tasks Three and Four services will be undertaken as disbursement, reimbursement, and/or fee credit verification requests are received.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** UTD23-0180 **DATE:** 2/21/2023

SUBJECT: Joint Funding Agreement and Budget Amendment Journal No. 1962 - Pasco County, VOPH Master Development Company, LLC, and Galvin Land Services, LLC – $2,557,500.00

REFERENCES: UTD22-0012, PDD23-0005

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: David Allen, Utilities Director

RECOMMENDED BOARD ACTION:

Approve the Joint Funding Agreement between Pasco County, VOPH Master Development Company, LLC, and Galvin Land Services, LLC (collectively referred to as the "VOPH Developers") for the design and construction of water and wastewater infrastructure along Handcart Road. Authorize the Chairman to execute the three originals of the agreement provided and direct Board Records to distribute as set forth under the Distribution section below.

Approve Budget Amendment Journal No. 1962 in the amount of $2,557,500.00.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On October 26, 2021, the County entered into a grant agreement with the Florida Department of Environmental Protection (FDEP) to construct water and wastewater infrastructure improvements along a portion of Handcart Road. The project's purpose is to stimulate economic growth in the area of Pasadena Hills. The grant amount is $6,500,000.00 to fund a portion of the total anticipated cost of the improvements.

On October 25, 2022, the County approved the Villages of Pasadena Hills (VOPH) Global Funding and Escrow Agreement to provide roadway and utility infrastructure inside the VOPH Special Planning Area. The agreement also designated the VOPH Developers as the constructing entity for the Handcart Road utility infrastructure described in the FDEP Grant. The Global Funding Agreement included a provision for a supplemental joint funding agreement, which is the subject of this request, to allocate any excess costs beyond the $6,500,000.00 FDEP Grant.

The Joint Funding Agreement describes and allocates the project design, permitting, and construction costs for water and wastewater infrastructure on Handcart Road from Old Bridge Road to Prospect Road in two segments: the FDEP Grant Segment and the VOPH Developer Segment. Project costs associated with the Grant Segment will be paid by the County, with reimbursement from the FDEP up to the $6,500,000.00 grant amount. The total anticipated construction costs of the water and wastewater infrastructure in the FDEP Grant Segment is $8,457,500.00. The cost differential between the FDEP grant construction allocation of $5,900,000.00 and the total Grant Segment cost is $2,557,500.00.

Costs associated with the VOPH Developers Segment totaling $1,450,000.00 will be funded by the VOPH Developers.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding in the amount of $2,557,500.00 will be available for Fiscal Year 2023 upon approval of Budget Amendment Journal No. 1962 in the Water and Wastewater Capital Fund, Water and Wastewater Connection Fees, Handcart Road Water/Wastewater Distribution, Project #22043.

DISTRIBUTION:

Board Records to distribute as set forth below:

1. Retain One Original
2. Electronically to:
   a. Joel Tew, President, Hedgehog Development, at jtew@hedgehogdevelopment.us
   b. Justin Grant, Director, Public Infrastructure and Business Administration Department, at jgrant@pascocountyfl.net
   c. Ernest Monaco, Manager of Special Districts, Planning and Development Department, at emonaco@pascountyfl.net
3. Mail One Original to:
   Mark Metheney
   VOPH Master Development Corporation
   4065 Crescent Park Drive
   Riverview, Florida 33578
4. Mail One Original to:
   Mike Galvin
   Galvin Land Services
   121 Snell Isle Boulevard
   St. Petersburg, Florida 33704

ATTACHMENT(S):

1. UTD23-0180 VOPH Joint Funding Agreement (Three Originals)
2. UTD23-0180 Budget Amendment Journal No. 1962
3. UTD23-0180 Memorandum UTD22-0012
4. UTD23-0180 Memorandum PDD23-0005
5. UTD23-0180 Location Map

cc: Carrie Roberts, Purchasing Director

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

February 24, 2023

Mark Metheney
VOPH Master Development Corporation
4065 Crescent Park Drive
Riverview, Florida 33578

RE: Handcart Road Water and Wastewater Infrastructure
C38 UTD23-0180

Dear Sir/Madam:

At the Pasco County Board of County Commissioners meeting of February 21, 2023, the above mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Agenda", click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Jessica L Popplewell
Records Clerk I, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

February 24, 2023

Mike Galvin
Galvin Land Services
121 Snell Isle Boulevard
St. Petersburg, Florida 33704

RE: Handcart Road Water and Wastewater Infrastructure
C38 UTD23-0180

Dear Sir/Madam:

At the Pasco County Board of County Commissioners meeting of February 21, 2023, the above mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Agenda", click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Jessica L Popplewell

Jessica L Popplewell
Records Clerk I, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

P.O. Box 338
New Port Richey, FL 34656-0338

(727) 847-8199
www.pascoclerk.com

38053 Live Oak Ave
Dade City, FL 33523-3805

C38

Popplewell, Jessica

From: Popplewell, Jessica
Sent: Friday, February 24, 2023 8:15 AM
To: 'jtew@hedgehogdevelopment.us'
Cc: Justin G. Grant (jgrant@pascocountyfl.net); Ernest D. Monaco (emonaco@pascocountyfl.net); Schmidt, Donalee; Egbert, Shannon
Subject: BCC 02-21-2023 - C38 UTD23-0180 - Handcart Road Water and Wastewater Infrastructure
Attachments: BCC 02-21-2023 - C38 UTD23-0180 - Agreement.pdf

Good morning,

At the Pasco County Board of County Commissioners meeting of February 21, 2023, the above mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Agenda", click on the agenda item number indicated above, and click on the attachment you wish to view.

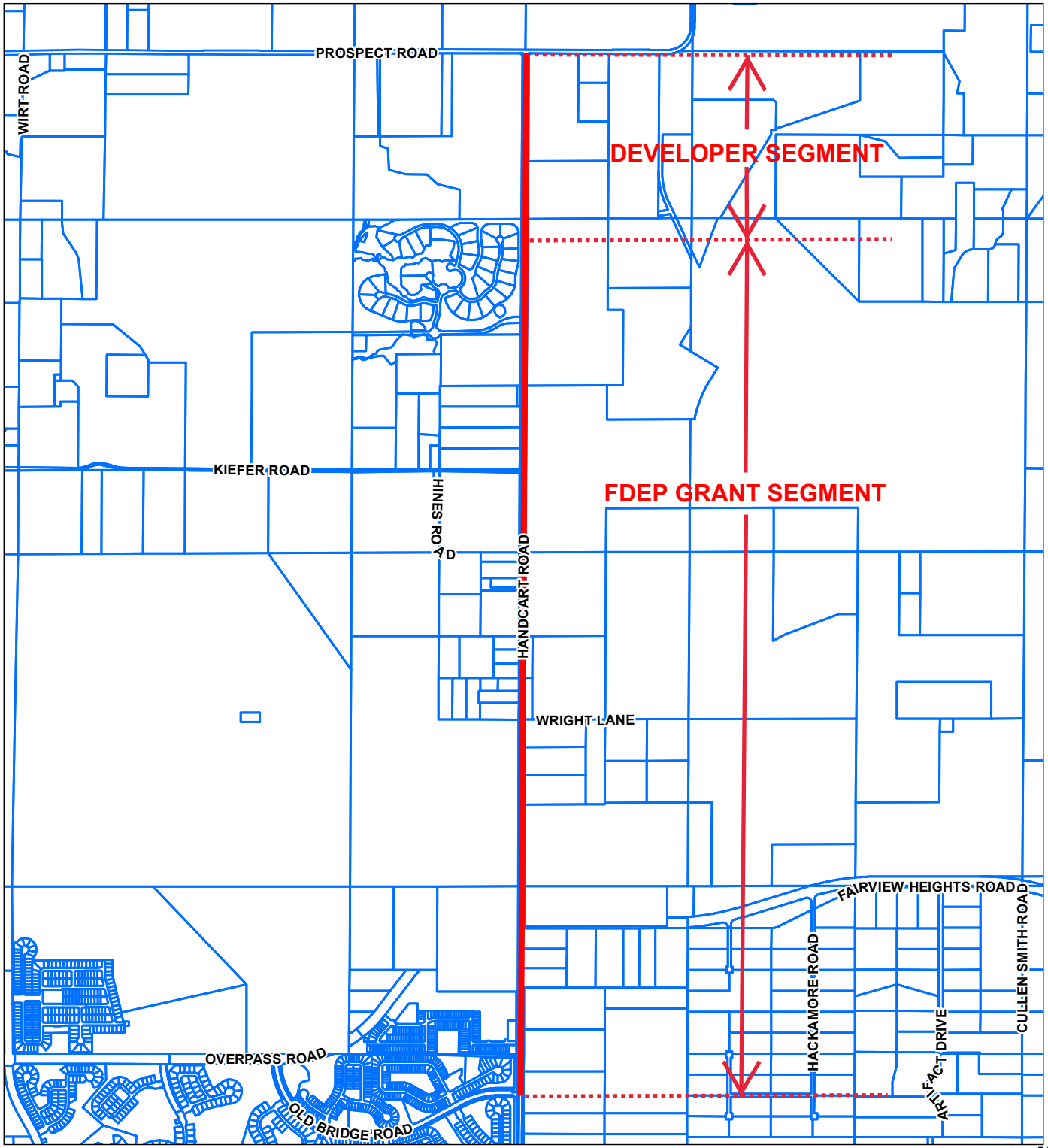
If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

PLEASE REPLY TO ALL

Jessica L Popplewell
Records Clerk I
Deputy Clerk
Board Records Division

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller
East Pasco Government Center
14236 6th Street, Suite 201
Dade City, Fl 33525
(352) 521-4274 ext. 4340
jpopplewell@pascoclerk.com

#ServeAndConnect



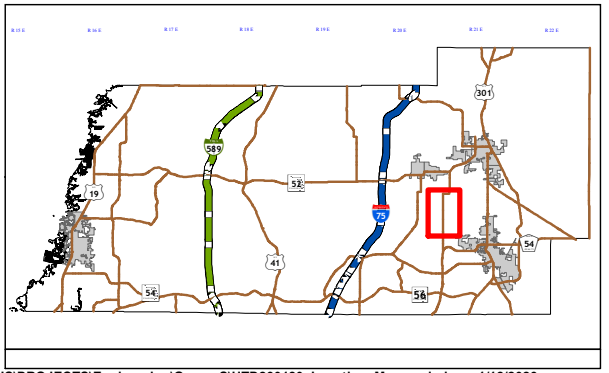
UTD23-0245

Pasco County
Handcart Road
Water and Wastewater

SUBJECT AREA

COMMISSION DISTRICT: 1

0 2,000 4,000
Feet



F:\GIS\PROJECTS\Engineering\Genny S\UTD230180_Location_Map.mxd glame 4/18/2023

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** PEG24-0326 **DATE:** 6/4/2024

SUBJECT: Amendment to County Utility Projects Joint Funding Agreement

REFERENCES: All Villages of Pasadena Hills Planning and Policy Committee (PHPPC) and Board of County Commissioners (BCC) public hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): PHPPC at DC 4/17/24 and BCC at DC 6/4/24

AGENDA SECTION: Consent Agenda

THRU: Joseph Murphy, Interim Assistant County Administrator

FROM: David Engel, Director Planning and Economic Growth

RECOMMENDED BOARD ACTION:

Approve the amendment to the Funding Agreement. Authorize the Chairman to execute the Amendment and direct Board Records to distribute as set forth under the Distribution Section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On February 21, 2023, the BCC approved, and the parties executed, the County Utility Projects Joint Funding Agreement for Villages of Pasadena Hills (VOPH) Water and Wastewater Infrastructure.

The proposed amendment to the Joint Funding Agreement includes the following main updates:

- Galvin-Harris Land Services, LLC, has completed a feasibility design analysis for the County for the Tyndall Water Line Route, per section 5.e of the agreement; this route has been approved by the County to connect to the Boyette WTP System.
- Pasco County Utilities (PCU) has designated Galvin-Harris Land Services as the construction party for the Tyndall Water Line Route and will initiate the construction design phase for the project.
- As the designated construction party, Galvin will fund the initial design phase, with the County reimbursing Galvin quarterly (as allowed by "Budget Constraints").
- Galvin shall also act as the designated construction party and will be reimbursed on a monthly basis after submitting contractor invoices (subject to "Budget Constraints"). For more information on the "Budget Constraints", see Fiscal Impact section noted below.

FISCAL IMPACT/COST/REVENUE STATEMENT:

The County has budgeted funds allocated for design, permitting and construction for the Boyette WTP System Interconnect as follows: Fiscal Year 2023: $250,000 for design; Fiscal Year 2024: $250,000 for design/permitting; Fiscal Year 2025: $7,000,000 for construction; and FY 2026: $7,000,000 for construction. Each of these Fiscal Year

funding allocations are the respective "Budget Constraints" noted in the Joint Funding Agreement. The funding source is BRU 41505, Water Connection Fees.

DISTRIBUTION:
Board Records to distribute as set forth below:
1. Retain One Original.

2. Mail Two (2) Originals to the applicant

Mike Galvin
121 Snell Isle Blvd NE
St. Petersburg, FL 33704

3. Electronically to:
David Allen: dallen@pascocountyfl.net
David Goldstein – dgoldstein@pascocountyfl.net
Gavin Covey - gcovey@pascocountyfl.net
Kevin Sumner - ksumner@pascocountyfl.net
Amy Bland - abland@pascocountyfl.net

ATTACHMENT(S):
1. PEG24-0326: Amendment to County Utility Projects Joint Funding Agreement

cc:RM/DE/NP/DG

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

June 7, 2024

Mike Galvin
121 Snell Isle Blvd NE
St. Petersburg, FL 33704

RE: Amendment to County Utility Projects Joint Funding Agreement
C15 PEG24-0326

Dear Sir/Madam:

At the Pasco County Board of County Commissioners meeting of June 4, 2024, the above-mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Meeting Overview", scroll down to the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Kayla Zine
Records Clerk I, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

FIRST AMENDMENT TO

COUNTY UTILITY PROJECTS JOINT FUNDING AGREEMENT

VILLAGES OF PASADENA HILLS (VOPH)

WATER AND WASTEWATER INFRASTRUCTURE

THIS FIRST AMENDMENT TO COUNTY UTILITY PROJECTS JOINT FUNDING AGREEMENT FOR VILLAGES OF PASADENA HILLS (VOPH) WATER AND WASTEWATER INFRASTRUCTURE (the "First Amendment"), is made and entered into between Pasco County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("BCC") (also referred to as the "County"), and VOPH Master Development Company, LLC, a Florida limited liability company ("VOPH Master") Galvin Land Services, LLC, a Florida limited liability company, and Galvin-Harris Land Services, LLC, a Florida limited liability company ("Galvin") (VOPH Master and Galvin are also referred to as the "Co-Developers"), with reference to the following facts:

A. On February 21, 2023, the BCC approved and the parties executed that certain County Utilities Projects Joint Funding Agreement for Villages of Pasadena Hills (VOPH) Water and Wastewater Infrastructure (the "Agreement").
B. Galvin Land Services, LLC, as one of the Co-Developers under the Agreement, has assigned to Galvin-Harris Land Services, LLC, and Galvin-Harris Land Services, LLC has accepted, all rights and obligations of Galvin Land Services, LLC, pursuant to the Agreement. Henceforth "Galvin" shall refer to Galvin-Harris Land Services, LLC, for all purposes under the Agreement, as now or hereafter as amended.
C. Section 5.e. of the Agreement contemplated multiple alternatives for capacity expansion/upgrade to the County's water treatment system to provide the future water service capacity required pursuant to the Agreement. One such potential system upgrade identified in the Agreement is the transmission infrastructure interconnection to the Boyette WTP (identified as the "Boyette WTP System Interconnect" herein).
D. Section 5.e. of the Agreement also identified various alternative route alignments for the future Boyette WTP System Interconnect.
E. The County has budget funds allocated for design, permitting and construction for the Boyette WTP System Interconnect, as follows: Fiscal Year 2023 $250,000 for design; Fiscal Year 2024 $250,000 for design/permitting; Fiscal Year 2025 $7,000,000 for construction; and FY 2026 $7,000,000 for construction (respectively for each FY, the "Budget Constraint").

Based upon the foregoing recitals and in consideration for the services to be performed and the funds to be expended by the respective parties, the County and the Co-Developers agree as follows:

1. The above recitals are true and correct and are incorporated into this First Amendment.

2. Pursuant to Section 5.e. of the Agreement, Galvin has completed the feasibility design analysis for the County and the County has approved the "Tyndall Water Line Route" as identified in

Section 5.e. of the Agreement, as the route alignment for the Boyette WTP System Interconnect.

3. Galvin as the County's designated Constructing Party under the Agreement shall retain a qualified engineering design consultant (the "Consultant") and shall promptly initiate the "Construction Design Phase" for the Tyndall Water Line Route. Galvin shall advance the costs for the Consultant's design services and the County shall reimburse Galvin on a quarterly basis for the design costs incurred with the Consultant for the Construction Design Phase, subject to the Budget Constraint. PCU agrees to review the Construction Design Phase plans in a timely manner and shall have the final authority to approve the construction design plans and engineer's opinion of probable cost for the Boyette WTP System Interconnect (inclusive of transmission lines, booster pump(s), and other required appurtenances). To facilitate the County's budget process, the Consultant shall provide (i) sixty percent (60%) design plans with Opinions of Probable Cost (OPC's) for County review and budgeting purposes, and then (ii) final design plans with updated OPC's for County review, prior to solicitation of formal bids for the Tyndall Water Line Route. In addition, the County may require one or more other third-party developers (other than a Co-Developer under this Agreement) to construct one or more segment portion(s) of the Tyndall Water Line Route incident to development of other projects, in which event the following procedures shall apply:
    a. Promptly upon execution of a development agreement or other binding written commitment by such third-party developer to design and/or construct any portion of the Tyndall Water Line Route, the County shall provide a copy of such written commitment to Galvin and the Consultant. At such time, the consultant shall modify the pending design plans for the Tyndall Water Line Route to incorporate such third-party's County-approved plans and shall re-submit the master plans as part of the Construction Design Phase, for County review and approval.
    b. Any segment or portion of the Tyndall Water Line Route approved by the County for design and/or construction by a third-party developer than shall be excluded from the Co-Developer's responsibility under this Agreement, and this Agreement then shall apply only to such remaining work for the Tyndall Water Line Route to be designed and constructed by the Co-Developer hereunder. In addition, the County shall then have direct responsibility (rather than the Co-Developer) for the performance by such third-party developer for such portion or segment which is excluded from the Co-Developer's work under this Agreement.
    c. Not later than sixty (60) days prior to the date that the Co-Developer intends to solicit contractor bids for the Tyndall Water Line Route based on the final design plans approved by the County, the County shall confirm in writing the specific segments or portions of the Tyndall Water Line Route which shall be constructed by other third-party developers, if any. The Co-Developer shall rely upon such final determination by the County and then shall proceed with the construction of the Tyndall Water Line Route as directed by the County and shall have responsibility for such County-designated portion, only. No further revisions then shall be made by the County pending completion of the Co-Developer's work.

4. Promptly after the County's approval of the final Construction Design Phase plans pursuant to Section 3.c. above, Galvin as the County's designated Constructing Party shall prepare bid packages and procure bids from qualified construction entities for the portion of the Boyette WTP Interconnect as determined by the County pursuant to Section 3.c. above and pursuant to the procedures set forth in the Agreement. Upon approval of the bid selection by PCU, the following procedures shall apply:

    a. Galvin as the County's designated Constructing Party shall administer the construction contract(s) and shall advance all "Costs of Construction" (inclusive of right-of-way acquisition, permitting, construction, testing, bond and insurance, and related contract costs) for the Boyette WTP Interconnect, which will include the water transmission line extension via Tyndall Road from Handcart Road to Curley Road, together with the booster pump station and other appurtenances as approved by the County in the Construction Design Phase, less only any segment(s) or portion(s) previously allocated by the County to a third-party developer pursuant to Section 3.c., above.
    b. The County shall reimburse Galvin monthly for all Costs of Construction based upon contractor invoices, subject to the Budget Constraint.
    c. In the event the Budget Constraint limits reimbursement for any given budget period, such reimbursement shall be deferred to the next budget period.
    d. In the event the aggregate costs for feasibility design, construction design, and costs of construction for the Boyette WTP Interconnect exceed the Budget Constraint, then in such event Galvin agrees to fund such budget shortfall in exchange for County reimbursement not later than December 31, 2027.

5. The County acknowledges that reclaim water capacity is not presently available for the co-Developers' VOPH-MPUD projects. Consequently, in consideration for the services of Galvin as the County's Constructing Party with respect to the Boyette WTP System Interconnect as set forth above, the County agrees that potable water may be used for irrigation purposes for any of the Co-Developers' Designated VOPH-MPUD projects (on an interim basis, only) pending the availability of reclaim water service for such projects. Once the County provides reclaim water service to a Co-Developer's Designated VOPH-MPUD project, this interim provision shall terminate as to such VOPH-MPUD project.

6. Notwithstanding any other provision of this Agreement, all deadlines set forth herein providing for reimbursement and/or funding by the County under this First Amendment or the Agreement are subject to the terms of the Local Government Prompt Payment Act (Sections 218.70 through 218.80, Florida Statutes), provided, however, Co-Developers hereby waive the reimbursement deadlines in the Local Government Prompt Payment Act to the extent any specific reimbursement request exceeds the amount budgeted by the County for reimbursement for the fiscal year in which the reimbursement request is submitted ("Excess Reimbursement Amount"); in such event, the County's reimbursement deadline under the Local Government Prompt Payment Act for the Excess Reimbursement Amount shall begin on October 1 of the fiscal year in which the County has budgeted sufficient funds for

reimbursement of the Excess Reimbursement Amount. Furthermore, nothing in this First Amendment or the Agreement shall be construed as a direct or indirect pledge of the County's ad valorem taxing authority, and the Co-Developers shall not have any authority to compel the County to increase ad valorem taxes to comply with the terms of the Agreement or this First Amendment.

7. No provision of this First Amendment shall be deemed to alter, amend, or abrogate the respective commitments made by the parties in the Agreement, as this First Amendment is intended and shall serve solely to facilitate the County's design and construction for the Boyette WTP System Interconnect as contemplated by Section 5.e. of the Agreement. Except as expressly set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.

Wherefore, the parties have executed this First Amendment effective as of the date approved by the BCC, below.

COUNTY COMMISSIONERS ORGANIZED 1887 PASCO COUNTY FLORIDA

ATTEST:

JUNE 2nd

Nikki Alvarez Sowles ESQ.

Pasco County Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS

OF PASCO COUNTY, FLORIDA

By: Ronald E. Oakley

Ronald E. Oakley, Chairman

Date: APPROVED IN SESSION

JUN 04 2024

PASCO COUNTY BCC

CO-DEVELOPER:

VOPH Master Development Company, LLC

A Florida limited liability company

By: _____

Mark Metheny, Vice President

Date: 5/9/2024

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Before me, the undersigned authority, personally appeared Mark Metheny, who is personally known to me as the Vice President of VOPH Master Development Company, LLC, a Florida limited liability company, and who is authorized to and has executed the foregoing document as the authorized agent for VOPH Master Development Company, LLC, for the purposes stated therein. Sworn and subscribed this 9 day of MAY, 2024.

_____

Notary Public

State of Florida

Print Name: HEATHER MATTIZA

My Commission Expires: NOVEMBER 21, 2025

HEATHER MATTIZA
Notary Public-State of Florida
Commission # HH 200611
My Commission Expires
November 21, 2025

CO-DEVELOPER:

Galvin-Harris Land Services, LLC,

A Florida limited liability company

By: _____

Mike Galvin, Manager

Date: 5-9-24

Consent By Former Co-Developer to Assignment:

Galvin Land Services, LLC,

A Florida limited liability company

By: _____

Mike Galvin, Manager

Date: 5-9-24

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Before me, the undersigned authority, personally appeared Mike Galvin who is personally known to me as the Manager of Galvin-Harris Land Services, LLC, a Florida limited liability company, and the Manager of Galvin Land Services, LLC, a Florida limited liability company, and who is authorized to and has executed the foregoing document as the authorized agent for each of said entities, for the purposes stated herein. Sworn and subscribed this 9th day of May, 2024.

_____

Notary Public

State of Florida

Print Name: Alex Gross

My Commission Expires: 05/08/2027

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** UTD25-0085 **DATE:** 12/10/2024

SUBJECT: Second Amendment to County Utility Projects Joint Funding Agreement and Budget Amendment Journal No. 214 – Pasco County, VOPH Master Development Company, LLC and Gavin-Harris Land Services, LLC – $7,176,912.42

REFERENCES: VOPH Planning and Policy Committee File No. 2024-1749, UT24-0071, UTD23-0180, UT23-0245, PEG24-0326

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Adolfo Gonzalez, Utilities Engineering and Contract Management Director

RECOMMENDED BOARD ACTION:

Approve the Second Amendment to the County Utility Projects Joint Funding Agreement (JFA) between Pasco County, VOPH Master Development Company, LLC, Galvin-Harris Land Services, LLC (collectively referred to as the Co-Developers), for the final water and wastewater infrastructure budget of $18,534,412.42, which includes a $16,234,412.42 for the County's share and $2,300,000.00 for the Co-Developers' share, for the design and construction services related to the Handcart Road segment described in the Joint Funding Agreement. Authorize the Chairman to execute the three originals of the agreement provided and direct Board Records to distribute as set forth under the Distribution section below.

Approve Budget Amendment Journal No. 214 in the amount of $7,176,913.00.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

The Second Amendment will revise the final water and wastewater infrastructure budget for the design and construction services related to the Handcart Road segment described in the Joint Funding Agreement (the "Agreement"). The amendment is limited to revising the anticipated cost of water and wastewater infrastructure for the County and Co-Developer funded segments currently under construction on Handcart Road.

On October 25, 2022, the Board of County Commissioners (BCC) approved the Villages of Pasadena Hills (VOPH) Global Funding and Escrow Agreement to provide infrastructure for the VOPH planning area. The Agreement allows Pasco County and the Co-Developers to mutually agree to enter into an agreement to induce the Co-Developers and their designated VOPH Master Planned Unit Development (MPUD) Owner(s) to privately fund, design, permit, and construct designated roadway and utilities infrastructure projects within the VOPH planning area.

On December 5, 2023, the BCC ratified Amendment No. 1 to Agreement No. LPA0206 Standard Grant Agreement with the State of Florida Department of Environmental Protection for the design and construction of water and wastewater infrastructure along Handcart Road up to a Not to Exceed (NTE) grant reimbursement amount of $6,500,000.00.

On February 21, 2023, the County approved a Joint Funding Agreement (JFA) between

Pasco County and the Co-Developers, and a budget amendment for the design and construction of water and wastewater infrastructure along Handcart Road. Project costs associated with the FDEP Grant Segment will be paid by the County, with reimbursement from the FDEP up to the $6,500,000.00 grant amount.

On March 21, 2023, the County approved to reallocate the amount approved in Fiscal Year 2022 for the FDEP Standard Grant Agreement No. LPA0206 in the NTE amount of $6,500,000.00 for FY 2023, resulting in a cumulative NTE amount of $9,057,500.00. The amount associated with the FDEP grant includes engineering management services by Ardurra Group, Inc., the County's Owner's Representative.

On June 4, 2024, the BCC approved, and the parties executed, the First Amendment to the Agreement designating the constructing entity for the additional County funded water infrastructure improvements to be designed and constructed on Tyndall Road in VOPH.

The Utilities Engineering and Contract Management Department, with concurrence from the Purchasing Department, requests approval to increase the existing contract by $7,176,912.42, resulting in a cumulative NTE amount of $16,234,412.42 to the existing contract with the Co-Developers for the water and wastewater infrastructure for the design and construction services related to the Handcart Road segment described in the Joint Funding Agreement.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding in the amount of $7,176,912.42 will be available in FY 2025 upon approval of Budget Amendment Journal No. 214 in the Water and Wastewater Capital Fund, Water Connection Fees and Wastewater Connection Fees, Project Number 22043.

DISTRIBUTION:
Board Records to distribute as set forth below:
1. Retain One Original
2. Mail One Original to:
   Mark Metheney
   VOPH Master Development Company, LLC
   4065 Crescent Park Drive
   Riverview, Florida 33578
3. Mail One Original to:
   Mike Galvin
   Galvin-Harris Land Services, LLC
   121 Snell Isle Boulevard
   St. Petersburg, Florida 33704

ATTACHMENT(S):
1. UTD25-0085 Second Amendment (Three Originals)
2. UTD25-0085 Budget Amendment Journal No. 214
3. UTD25-0085 FDEP Grant Amendment No. 1 UTD24-0071 Package
4. UTD25-0085 Joint Funding Agreement UTD23-0180 Package

5. UTD25-0085 Memorandum UT23-0245
6. UTD25-0085 First Amendment to JFA PEG24-0326 Package
7. UTD25-0085 Location Map

cc: Carrie C.Roberts, Purchasing Director

SECOND AMENDMENT TO

COUNTY UTILITY PROJECTS JOINT FUNDING AGREEMENT

VILLAGES OF PASADENA HILLS (VOPH)

WATER AND WASTEWATER INFRASTRUCTURE

THIS SECOND AMENDMENT TO COUNTY UTILITY PROJECTS JOINT FUNDING AGREEMENT FOR VILLAGES OF PASADENA HILLS (VOPH) WATER AND WASTEWATER INFRASTRUCTURE (the "Second Amendment"), is made and entered into between Pasco County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("BCC") (also referred to as the "County"), and VOPH Master Development Company, LLC, a Florida limited liability company ("VOPH Master"), and Galvin-Harris Land Services, LLC, a Florida limited liability company ("Galvin") (VOPH Master and Galvin are also referred to as the "Co-Developers"), with reference to the following facts:

A. On February 21, 2023, the BCC approved and the parties executed that certain County Utility Projects Joint Funding Agreement for Villages of Pasadena Hills (VOPH) Water and Wastewater Infrastructure (the "Agreement").
B. On June 6, 2024, the BCC approved and the parties executed that certain First Amendment to County Utility Projects Joint Funding Agreement (the "First Amendment").
C. Section 4.c of the Agreement contemplated a preliminary wastewater infrastructure budget for the Handcart Road Segment as further described in Exhibit C of the Agreement, subject to the final contract amounts for the respective segments.
D. Section 5.c of the Agreement contemplated a preliminary water infrastructure budget for the Handcart Road Segment as further described in Exhibit D of the Agreement, subject to the final contract amounts for the respective segments.

Based upon the foregoing recitals and in consideration for the services to be performed and the funds to be expended by the respective parties, the County and the Co-Developers agree as follows:

1. The above recitals are true and correct and are incorporated into this Second Amendment.

2. The final wastewater infrastructure budget for the Handcart Road Segment, allocated between the County and the Co-Developers pursuant to Section 4(b) of the Agreement, is attached hereto as Exhibit C.

3. The final water infrastructure budget for the Handcart Road Segment, allocated between the County and the Co-Developers pursuant to Section 5(b) of the Agreement, is attached hereto as Exhibit D.

4. Nothing in this Second Amendment, the Agreement, or the First Amendment shall be construed as a direct or indirect pledge of the County's ad valorem taxing authority, and the

Co-Developers shall not have any authority to compel the County to increase ad valorem taxes to comply with the terms of the Agreement, the First Amendment, or this Second Amendment.

5. No provision of this Second Amendment shall be deemed to alter, amend, or abrogate the respective commitments made by the parties in the Agreement or the First Amendment, as this Second Amendment is intended and shall serve solely to increase the estimated wastewater and water infrastructure budgets contemplated in Sections 4.c and 5.c, respectively, of the Agreement. Except as expressly set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.

Wherefore, the parties have executed this Second Amendment effective as of the date approved by the BCC, below.

COUNTY COMMISSIONERS ORGANIZED JUNE 2nd 1887 PASCO COUNTY FLORIDA

ATTEST:

Nikki Alvarez-Sowles Esq.

Pasco County Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS

OF PASCO COUNTY, FLORIDA

By: Kathryn Starkey

Chairman, Kathryn Starkey

Date:

APPROVED IN SESSION DEC 10 2024 PASCO COUNTY BCC

CO-DEVELOPER:

VOPH Master Development Company, LLC

A Florida limited liability company

By: _____

Mark Metheny, Vice President

Date: 11/19/2024

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Before me, the undersigned authority, personally appeared Mark Metheny, who is personally known to me as the vice President of VOPH Master Development Company, LLC, a Florida limited liability company, and who is authorized to and has executed the foregoing document as the authorized agent for VOPH Master Development Company, LLC, for the purposes stated therein. Sworn and subscribed this 19 day of Nov., 2024.

_____

Notary Public

State of Florida

Print Name: HEATHER MATTIZA

My Commission Expires: NOVEMBER 21, 2025

HEATHER MATTIZA
Notary Public-State of Florida
Commission # HH 200611
My Commission Expires
November 21, 2025

CO-DEVELOPER:

Galvin-Harris Land Services, LLC,

A Florida limited liability company

By: _____

Mike Galvin, Manager

Date: 11-20-24

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Before me, the undersigned authority, personally appeared Mike Galvin who is personally known to me as the Manager of Galvin-Harris Land Services, LLC, a Florida limited liability company, and the Manager of Galvin Land Services, LLC, a Florida limited liability company, and who is authorized to and has executed the foregoing document as the authorized agent for each of said entities, for the purposes stated herein. Sworn and subscribed this 20th day of Nov., 2024.

Alex Gross
Notary Public, State of Florida
Commission No. HH 395903
My Commission Expires: 05/08/27

_____

Notary Public

State of Florida

Print Name: Alex Gross

My Commission Expires: 05/08/27

Exhibit C
Final Wastewater Budget - Handcart Road

Segment	Total
County/DEP Grant Segment Allocation	$4,618,311.66
Co-Developer Segment Allocation	$1,000,000.00
Total Project	**$5,618,311.66**

Exhibit D
Final Water Budget - Handcart Road

Segment	Total
County/DEP Grant Segment Allocation	$11,616,100.76
Co-Developer Segment Allocation	$1,300.000.00
Total Project	**$12,916,100.76**

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / OBJECT / PROJ / ORG DESCRIPTION / ACCOUNT DESCRIPTION	ACCOUNT / LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND					
2025 02	214	11/06/2024	UT HC	ISF	BUA	BCC 12/10	1	2					
1	24415010 563000 22043 UT Water Connection Fees	Improvements Other Than Bldgs		.00	6,566,101.00	6,566,101.00	
	2409-41505-536000-563000-22043-0000-000000-000-0000	HANCART WW IOTB	11/06/2024				
2	24415130 563000 22043 UT Wastewater Cxn Fees	Improvements Other Than Bldgs		.00	610,812.00	610,812.00	
	2409-41510-536000-563000-22043-0000-000000-000-0000	HANCART W IOTB	11/06/2024				
3	10059900 599101 00000 ORG 10059900	Reserve Contingencies		109,790,024.00	-7,176,913.00	102,613,111.00	
	2401-40500-536000-599101-00000-0000-000000-000-0000	RESERVES CONTINGENCIES	11/06/2024				
4	24413190 381401 22043 UT Water Connection Fees	I/T-2401 Water&Wstwtr Unit		.00	-6,566,101.00	-6,566,101.00	
	2409-41505-381000-381401-22043-0000-000000-000-0000	I/T 2401 W/WW UNIT	11/06/2024				
5	24413200 381401 22043 UT Wastewater Cxn Fees	I/T-2401 Water&Wstwtr Unit		.00	-610,812.00	-610,812.00	
	2409-41510-381000-381401-22043-0000-000000-000-0000	I/T 2401 W/WW UNIT	11/06/2024				
6	24415260 591409 00000 UT Water Connection Fees	I/T-2409 Water & WW Cap Projct		117,979.00	6,566,101.00	6,684,080.00	
	2401-41505-581000-591409-00000-0000-000000-000-0000	I/T 2409 W/WW CAP PROJECT	11/06/2024				
7	24415270 591409 00000 UT Wastewater Cxn Fees	I/T-2409 Water & WW Cap Projct		1,412,627.00	610,812.00	2,023,439.00	
	2401-41510-581000-591409-00000-0000-000000-000-0000	I/T 2409 W/WW CAP PROJECT	11/06/2024				
		** JOURNAL TOTAL			0.00		

Report generated: 11/06/2024 14:02
User: jvigo
Program ID: bgamdent

Pasco County, FL LIVE

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: jvigo

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2025 2 214					
BUA 2409-41505-536000-563000-22043-0000-000000-000-0000 11/06/2024 BCC 12/10 UT HC ISF	Improvements Other Than Bldgs HANCART WW IOTB	5		6,566,101.00	
BUA 2409-41510-536000-563000-22043-0000-000000-000-0000 11/06/2024 BCC 12/10 UT HC ISF	Improvements Other Than Bldgs HANCART W IOTB	5		610,812.00	
BUA 2401-40500-536000-599101-00000-0000-000000-000-0000 11/06/2024 BCC 12/10 UT HC ISF	Reserve Contingencies RESERVES CONTINGENCIES	5			7,176,913.00
BUA 2409-41505-381000-381401-22043-0000-000000-000-0000 11/06/2024 BCC 12/10 UT HC ISF	I/T-2401 Water&Wstwtr Unit I/T 2401 W/WW UNIT	5			6,566,101.00
BUA 2409-41510-381000-381401-22043-0000-000000-000-0000 11/06/2024 BCC 12/10 UT HC ISF	I/T-2401 Water&Wstwtr Unit I/T 2401 W/WW UNIT	5			610,812.00
BUA 2401-41505-581000-591409-00000-0000-000000-000-0000 11/06/2024 BCC 12/10 UT HC ISF	I/T-2409 Water & WW Cap Projct I/T 2409 W/WW CAP PROJECT	5		6,566,101.00	
BUA 2401-41510-581000-591409-00000-0000-000000-000-0000 11/06/2024 BCC 12/10 UT HC ISF	I/T-2409 Water & WW Cap Projct I/T 2409 W/WW CAP PROJECT	5		610,812.00	
				.00	.00
BUA 2409-00000-000000-2C2000-00000-0000-000000-000-0000 11/06/2024 BCC 12/10 UT HC ISF	Appropriations				7,176,913.00
BUA 2409-00000-000000-2C1000-00000-0000-000000-000-0000 11/06/2024 BCC 12/10 UT HC ISF	Estimated Revenues			7,176,913.00	
	SYSTEM GENERATED ENTRIES TOTAL			7,176,913.00	7,176,913.00
	JOURNAL 2025/02/214 TOTAL			7,176,913.00	7,176,913.00

Pasco County, FL LIVE

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
2409 Water & WW Capital Imp Project	2025	2	214	11/06/2024			
2409-00000-000000-2C1000-00000-0000-000000-000-0000					Estimated Revenues	7,176,913.00	
2409-00000-000000-2C2000-00000-0000-000000-000-0000					Appropriations		7,176,913.00
					FUND TOTAL	7,176,913.00	7,176,913.00

** END OF REPORT - Generated by Jennifer Vigo **

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** UT24-0071 **DATE:** 12/5/2023

SUBJECT: Amendment No. 1 to Agreement No. LPA0206 Standard Grant Agreement – State of Florida Department of Environmental Protection – Pasco County Handcart Road Water and Wastewater – No Funding Required

REFERENCES: NI23-0890

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Adolfo Gonzalez, Utilities Engineering and Contract Management Director

RECOMMENDED BOARD ACTION:
Ratify and confirm contract extension of Amendment No. 1 to Agreement No. LPA0206 between the Florida Department of Environmental Protection (FDEP) and Pasco County that was signed by the County Administrator and FDEP on May 19, 2023, for the Handcart Road Water and Wastewater Grant.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:
The County is cooperating with the Village of Pasadena Hills Developers to design and construct water and sewer infrastructure along Handcart Road from Old Bridge Road to Prospect Road. Design of the pipelines is complete and construction is expected to commence this winter. The design of the water main booster pump station is 30% complete, which will allow the contractor to purchase long-lead time components while the remainder of the design is completed. The project will be funded by a combination of grant funds and Water and Wastewater Capital funds.

The FDEP grant was set to expire on March 31, 2024. The County requested a time extension to allow sufficient time to complete design, purchase long-lead time components and construct the improvements. The new revised grant expiration date is March 31, 2026.

The County Administrator and the FDEP approved the Amendment on May 19, 2023. However, the Amendment should have been executed by the Board of County Commissioners rather than the County Administrator to comply with the signature approval thresholds in the current Purchasing Policy.

FISCAL IMPACT/COST/REVENUE STATEMENT:
No funding is required for this action.

DISTRIBUTION:
Not applicable.

ATTACHMENT(S):
1. UT24-0071 Amendment No. 1 to FDEP Grant Agreement No. LPA0206 (Noted Item Package)

cc: Carrie C. Roberts, Purchasing Director

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** NI23-0890 **DATE:** 7/11/2023

SUBJECT: Amendment 1 to FDEP Grant Agreement No. LPA026 – Handcart Road

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI23-0890 UTD23-0325 Amendment 1 to FDEP Grant Agreement No. LPA0206 for Handcart Road

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

TO: Michael J. Carballa, P.E.
County Administrator MC

DATE: 5/10/2023 FILE: UTD23-0325

SUBJECT: Amendment 1 to FDEP Grant for Handcart Road

THRU: Branford Adumuah,
Assistant County Administrator
Public Infrastructure Branford N. Adumuah
Digitally signed by Branford N. Adumuah
Date: 2023.05.11 16:57:53 -04'00'

REFERENCES: UTD22-0012

FROM: Adolfo A González, P.E., LEED AP
Director, Utilities Engineering and Contract Management Adolfo A. Gonzalez, P.E.
Digitally signed by Adolfo A. Gonzalez, P.E.
Date: 2023.05.10 10:14:37 -04'00'

The County is cooperating with the VOPH developers to design and construct water and sewer infrastructure along Handcart Road from Old Bridge Road to Prospect Road. Design is at 60% complete and is expected to be completed this summer. Most of the project will be funded through a grant from the Florida Department of Environmental Protection (FDEP Grant No. LPA0206).

The FDEP grant expires on March 31, 2024. The County is requesting a time extension to allow sufficient time to complete design, purchase long lead components and construct the improvements. The new revised grant expiration date is March 31, 2026.

Enclosed is the original Grant and Amendment 1. We recommend approval of the time extension request defined in Amendment 1. Please sign on page 2 of the document at your earliest convenience.

Enclosures: FDEP Grant LPA0206
Amendment 1 to FDEP Grant

cc: David F. Allen, Utilities Director
Anthony Thomas, Utilities Administration

BNA/AG/dh

AMENDMENT NO. 1
TO AGREEMENT NO. LPA0206
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
PASCO COUNTY

This Amendment to Agreement No. LPA0206 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Pasco County (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Pasco County Handcart Road Water and Wastewater (Project), effective December 21, 2021; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to COVID related production delay; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to March 31, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.

3. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

PASCO COUNTY

By: _____
Authorized Signature

Mike J. Carballa, County Administrator
Print Name and Title

Date: 5/19/23

Approved as to Legal Form and Sufficiency:

By: Joseph D. Richards Digitally signed by Joseph D. Richards Date: 2023.05.19 13:38:48 -04'00'

Joseph Richards, Sr. Assistant County Attorney

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Angela Knecht Digitally signed by Angela Knecht Date: 2023.05.23 11:26:04 -04'00'
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

Vicky Boyd Digitally signed by Vicky Boyd Date: 2023.05.23 10:43:09 -04'00'

Vicky Boyd, DEP Grant Manager

Gabby Vega-Molnar Digitally signed by Gabby Vega-Molnar Date: 2023.05.23 10:50:44 -04'00'

Gabriela VegaMolnar, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-1	Revised Grant Work Plan

ATTACHMENT 3-1
REVISED GRANT WORK PLAN

PROJECT TITLE: Pasco County Handcart Road Water and Wastewater

PROJECT LOCATION: The Project will be located in the Pasadena Hills area within Pasco County; Lat/Long (28.2811, -82.2455). See Figure 1 for a location map.

PROJECT BACKGROUND: The project will provide water and wastewater infrastructure improvements to stimulate economic growth in a currently undeveloped area of Pasadena Hills, a portion of central Pasco County.

PROJECT DESCRIPTION: Pasco County (Grantee) will construct a water and wastewater distribution system including a piping system and appurtenances, a lift station, restoration, project management, and all work necessary to complete the project.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task #1: Design and Permitting

Deliverables: The Grantee will complete design of the water and wastewater distribution system and obtain all necessary permits for construction of the project including construction plans and specifications.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task #2: Construction

Deliverables: The Grantee will construct water and wastewater distribution system in accordance with the construction contract documents prepared for the project.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

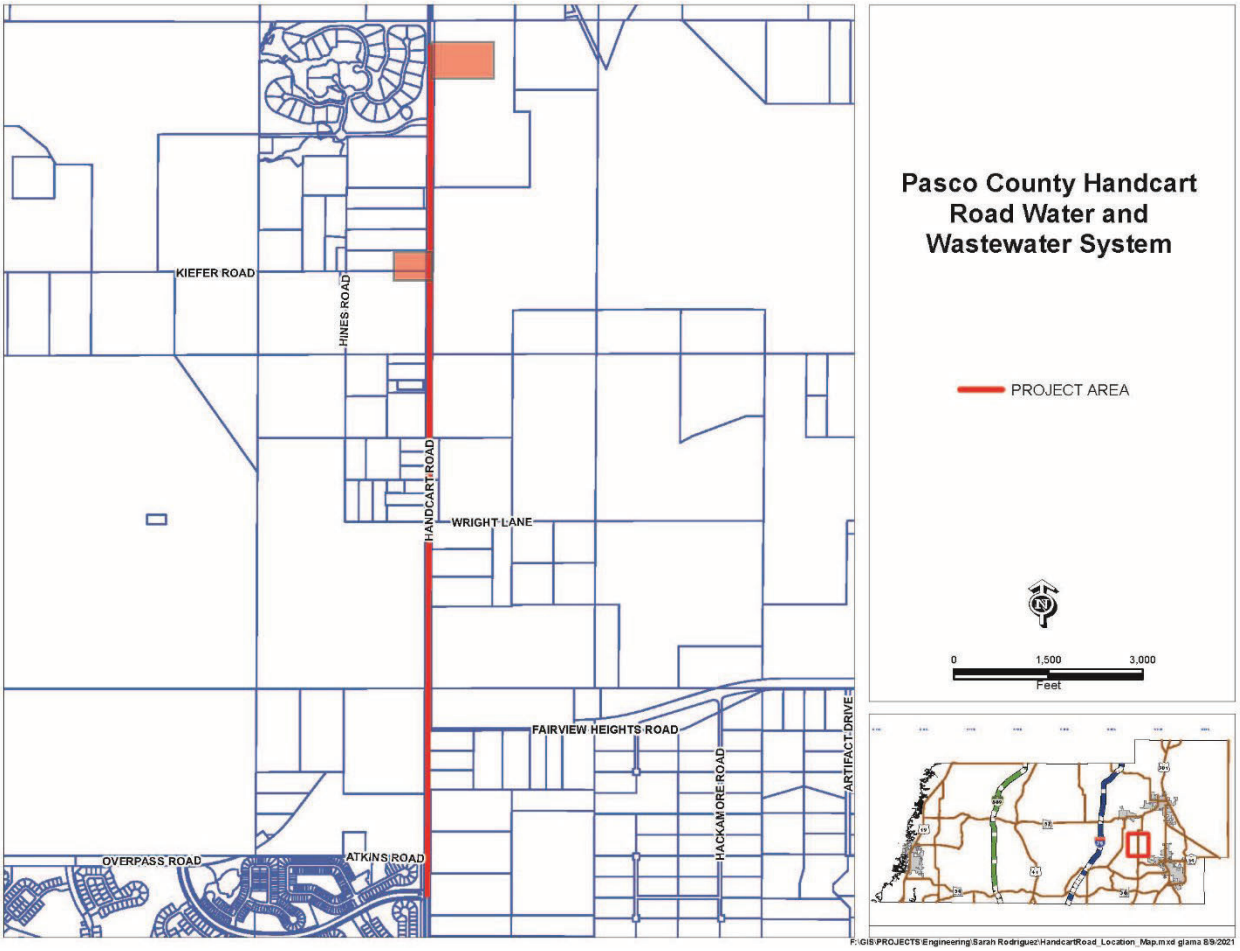
PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	$600,000	07/01/2021	09/30/2025
2	Construction	Contractual Services	$5,900,000	07/01/2021	09/30/2025
		Total:	$6,500,000		

Note that, per Section 8.h. of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

Figure 1. Location Map



PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** UT23-0245 **DATE:** 3/21/2023

SUBJECT: Budget Amendment Journal No. 924 and Purchasing Approval to Reallocate Fiscal Year 2022 Approved Amount for Fiscal Year 2023 – Agreement No. LPA0206 Standard Grant Agreement, State of Florida Department of Environmental Protection – Pasco County Handcart Road Water and Wastewater – $6,841,104.00

REFERENCES: UTD22-0012, UTD22-0263, PDD23-0005, UTD23-0180

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: David Allen, Utilities Director

RECOMMENDED BOARD ACTION:

Approve purchasing approval to reallocate Fiscal Year (FY) 2022 approved amount for the State of Florida Department of Environmental Protection (FDEP) Standard Grant Agreement, Pasco County Handcart Road Water and Wastewater Agreement No. LPA0206, in the Not To Exceed (NTE) amount of $6,500,000.00 for FY 2023.

Approve Budget Amendment Journal No. 924 in the amount of $341,104.00 for FY 2023.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On October 26, 2021, the County entered into a $6,500,000.00 grant agreement with the FDEP to construct water and wastewater infrastructure improvements along a portion of Handcart Road. The project's purpose is to stimulate economic growth in the area of Pasadena Hills.

On October 25, 2022, the County approved the Villages of Pasadena Hills (VOPH) Global Funding and Escrow Agreement to provide roadway and utility infrastructure inside the VOPH Special Planning Area. The agreement also designated the VOPH Developers as the constructing entity for the Handcart Road utility infrastructure described in the FDEP Grant. The Global Funding Agreement included a provision for a supplemental joint funding agreement to allocate any excess costs beyond the $6,500,000.00 FDEP Grant.

On February 21, 2023, the County approved a Joint Funding Agreement between Pasco County, VOPH Master Development Company, LLC, and Galvin Land Services, LLC (collectively referred to as the “VOPH Developers”) and budget amendment for the design and construction of water and wastewater infrastructure along Handcart Road. Project costs associated with the FDEP Grant Segment will be paid by the County, with reimbursement from the FDEP up to the $6,500,000.00 grant amount.

On April 19, 2022, the County approved Task Order No. 1-22 with Ardurra Group, Inc. (Ardurra), for engineering management services for the Handcart Road Utility Improvements Program Management project in the NTE amount of $343,688.00, $2,585.00 was expended in FY 2022 leaving a remaining amount of $341,103.00 on Task Order No. 1-22.

The Utilities Department, with concurrence from the Purchasing Department, requests approval to reallocate the FY 2022 approved amount with FDEP for Pasco County Handcart Road Water and

Wastewater in the NTE amount of $6,500,000.00 for FY 2023 resulting in the cumulative NTE amount of $9,057,500.00 for the contract term expiring on March 31, 2024. This amount associated with FDEP includes the full value of the construction and design award for the grant as well as engineering and project management services provided by Ardurra, as described above.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding in the amount of $6,500,000.00 is available in FY 2023 in the Water and Wastewater Capital Fund, Water and Wastewater Connection Fees, Utilities Capital Improvement, Project 22043, Grant # G22001.

Funding in the amount of $341,103.00 will be available for Fiscal Year 2023 upon approval of Budget Amendment Journal No. 924 in the Water and Wastewater Capital Fund, Water and Wastewater Connection Fees, Project 22043.

DISTRIBUTION:
Not applicable.

ATTACHMENT(S):
1. UT23-0245 Memorandum UTD22-0012
2. UT23-0245 Memorandum UTD22-0263
3. UT23-0245 Memorandum PDD23-0005
4. UT23-0245 Memorandum UTD23-0180
5. UT23-0245 Budget Amendment Journal No. 924
6. UT23-0245 Location Map

cc: Carrie C. Roberts, Purchasing Director

Pasco County, FL LIVE

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / OBJECT / PROJ	ORG DESCRIPTION / ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT	LINE DESCRIPTION	EFF DATE			
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND				
2023 06	924	03/10/2023		UT Cap	BUA	BCC 03/21	1	1				
1	24415010	563000	22043	UT Water Connection Fees	Improvements Other Than Bldgs	1,800,000.00	170,552.00	1,970,552.00	
	2409-41505-536000-563000-22043-0000-000000-000-0000				03/10/2023				
2	10060680	565087	00000	ORG 10060680	Contra Capital Expense	-44,479,835.14	-170,552.00	-44,650,387.14	
	2409-41505-533000-565087-00000-0000-000000-000-0000				03/10/2023				
3	24415130	563000	22043	UT Wastewater Cxn Fees	Improvements Other Than Bldgs	757,500.00	170,552.00	928,052.00	
	2409-41510-536000-563000-22043-0000-000000-000-0000				03/10/2023				
4	10060690	565087	00000	ORG 10060690	Contra Capital Expense	-119,377,461.46	-170,552.00	-119,548,013.46	
	2409-41510-535000-565087-00000-0000-000000-000-0000				03/10/2023				
					** JOURNAL TOTAL	0.00			

Pasco County, FL LIVE

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: adfernandez

YEAR PER JNL SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2023 6 924					
BUA 2409-41505-536000-563000-22043-0000-000000-000-0000	Improvements Other Than Bldgs	5		170,552.00	
03/10/2023 BCC 03/21 UT Cap					
BUA 2409-41505-533000-565087-00000-0000-000000-000-0000	Contra Capital Expense	5			170,552.00
03/10/2023 BCC 03/21 UT Cap					
BUA 2409-41510-536000-563000-22043-0000-000000-000-0000	Improvements Other Than Bldgs	5		170,552.00	
03/10/2023 BCC 03/21 UT Cap					
BUA 2409-41510-535000-565087-00000-0000-000000-000-0000	Contra Capital Expense	5			170,552.00
03/10/2023 BCC 03/21 UT Cap					
	JOURNAL 2023/06/924 TOTAL			.00	.00

Pasco County, FL LIVE

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
				FUND TOTAL	.00	.00

** END OF REPORT - Generated by Adylen Fernandez **

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** UTD22-0012 **DATE:** 10/26/2021

SUBJECT: Agreement No. LPA0206 Standard Grant Agreement – State of Florida Department of Environmental Protection – Pasco County Handcart Road Water and Wastewater; Budget Amendment Journal No. 3; and Recognize Revenue in the Water & Wastewater Capital Fund – $6,500,000.00

REFERENCES: Not Applicable

AGENDA SECTION: Consent Agenda

THRU: Michael Carballa, Assistant County Administrator

FROM: Charles Cullen, Utilities Engineering Director

RECOMMENDED BOARD ACTION:

Approve the Florida Department of Environmental Protection (FDEP) Standard Grant Agreement, Pasco County Handcart Road Water and Wastewater Agreement No. LPA0206 in the amount of $6,500,000.00. Authorize the Chairman to execute one original of the Standard Grant Agreement provided, and direct Board Records to Distribute as set forth under the distribution section below.

Approve Budget Amendment Journal No. 3 in the amount of $6,500,000.00 for Fiscal Year (FY) 2022.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

Pasco County has been awarded through FDEP, $6,500,000.00 to provide water and wastewater infrastructure improvements to stimulate economic growth in the currently underdeveloped area of Pasadena Hills, a portion of central Pasco County.

Pasco County will construct a water and wastewater distribution system including a piping system an d appurtenances, a lift station, restoration, project management, and all work necessary to complete the project as outlined in the Grant Work Plan in Attachment 3 of the Standard Grant Agreement.

The Standard Grant Agreement begins upon execution and expires on March 31, 2024. This grant award does not require any match from Pasco County. This is a cost-reimbursement agreement.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Upon approval of Budget Amendment Journal No. 3, funding in the amount of $6,500,000.00 will be budgeted and available in the Water & Wastewater Capital Fund, Utilities Engineering & Contract Management Department for FY 2022.

DISTRIBUTION:

Board Records to distribute as set forth below:
1. Retain the original Standard Grant Agreement.
2. Electronically to: Joshua Wood, Assistant Director, Public Infrastructure Fiscal and Business Administration Department – jwood@pascocountyfl.net. The Standard Grant Agreement will be sent

electronically to the FDEP and upon execution, a fully executed .pdf will be sent electronically to Board Records.

ATTACHMENT(S):

1. UTD22-0012 FDEP Standard Grant Agreement No. LPA0206 (One Original)
2. UTD22-0012 Budget Amendment Journal No. 3
3. UTD22-0012 Location Map

REVISION/ACCEPTANCE FORM

BOCC MEETING OF: 10/26/2021

AGENDA ITEM #: C42

MEMO FILE #: UTD22-0012

NAME & DEPT: Charles Cullen, P.E. BCEE - Utilities Engineering & Contract Management Director

PHONE NUMBER: 813-235-6189 ext 6977

*****NOTE THE TYPES OF REVISIONS MADE OR DOCUMENTATION LEFT*****

(Page Swap, Revised Memo, Revised Contract/Document, Added Documentation, Received & File Item, Proof of Publication Item, Addendum, Emergency Item)

Original agreement was not sent to Board Records with the agenda memo file.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Pasco County Handcart Road Water and Wastewater**
   Agreement Number: **LPA0206**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)
   Grantee Name: **Pasco County**
   Entity Type: **Local Government**
   Grantee Address: **8731 Citizens Dr., New Port Richey, FL 34654**
   FEID: **59-6000793** (Grantee)

3. Agreement Begin Date: **Upon Execution**
   Date of Expiration: **March 31, 2024**

4. Project Number: *(If different from Agreement Number)*
   Project Location(s): **Lat/Long (28.2843, -82.2456)**
   Project Description: **The Grantee will construct a water and wastewater distribution system along Handcart Rd.**

5. Total Amount of Funding: **$6,500,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☑ State ☐Federal	**LP, GAA LI 1607A, FY 21-22, GR**	**$6,500,000.00**
☐ State ☐Federal		
☐ Grantee Match		
	Total Amount of Funding + Grantee Match, if any:	**$6,500,000.00**

6. Department's Grant Manager
   Name: **Sue Leitholf** or successor
   Address: **Florida Dept. of Environmental Protection, 3900 Commonwealth Blvd., MS 3602, Tallahassee, FL 32399-3000**
   Phone: **(850) 245-2920**
   Email: **Susan.Leitholf@FloridaDEP.gov**

   Grantee's Grant Manager
   Name: **Robert Marin** or successor
   Address: **Pasco County BOCC, 19420 Central Blvd, Land O'Lakes, FL 34637**
   Phone: **813-929-2755**
   Email: **rmarin@pascocountyfl.net**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☑ Attachment 2: Special Terms and Conditions
- ☑ Attachment 3: Grant Work Plan
- ☑ Attachment 4: Public Records Requirements
- ☑ Attachment 5: Special Audit Requirements
- ☐ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☐ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☑ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☑ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements for Grants
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Pasco County

Grantee Name

GRANTEE

APPROVED
IN SESSION

/ 5 2021

PASCO COUNTY
BCC

By _____
(Authorized Signature)

Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By Trina Vielhauer Digitally signed by Trina Vielhauer Date: 2021.12.21 07:34:22 -05'00'

Secretary or Designee

Date Signed

Trina Vielhauer, Director of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

COUNTY COMMISSIONERS ORGANIZED JUNE 2nd 1887 PASCO COUNTY FLORIDA

Attest

By: _____
Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

APPROVED
IN SESSION

OCT 2 6 2021

PASCO COUNTY
BCC

DWRA Additional Signatures

Susan Leitholf

Digitally signed by Susan Leitholf
Date: 2021.12.17 12:26:30 -05'00'

Sue Leitholf, DEP Grant Manager

Sandra Waters

Digitally signed by Sandra Waters
Date: 2021.12.20 09:56:39 -05'00'

Sandra Waters, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

27. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0206

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Pasco County Handcart Road Water and Wastewater. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be $200,000 for each person and $300,000 per occurrence.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Additional Terms.

None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Pasco County Handcart Road Water and Wastewater

PROJECT LOCATION: The Project will be located in the Pasadena Hills area within Pasco County; Lat/Long (28.2811, -82.2455). See Figure 1 for a location map.

PROJECT BACKGROUND: The project will provide water and wastewater infrastructure improvements to stimulate economic growth in a currently undeveloped area of Pasadena Hills, a portion of central Pasco County.

PROJECT DESCRIPTION: Pasco County (Grantee) will construct a water and wastewater distribution system including a piping system and appurtenances, a lift station, restoration, project management, and all work necessary to complete the project.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Design and Permitting

Deliverables: The Grantee will complete design of the water and wastewater distribution system and obtain all necessary permits for construction of the project including construction plans and specs.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design (or preconstruction) activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Construction

Deliverables: The Grantee will construct water and wastewater distribution system in accordance with the construction contract documents prepared for the project.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

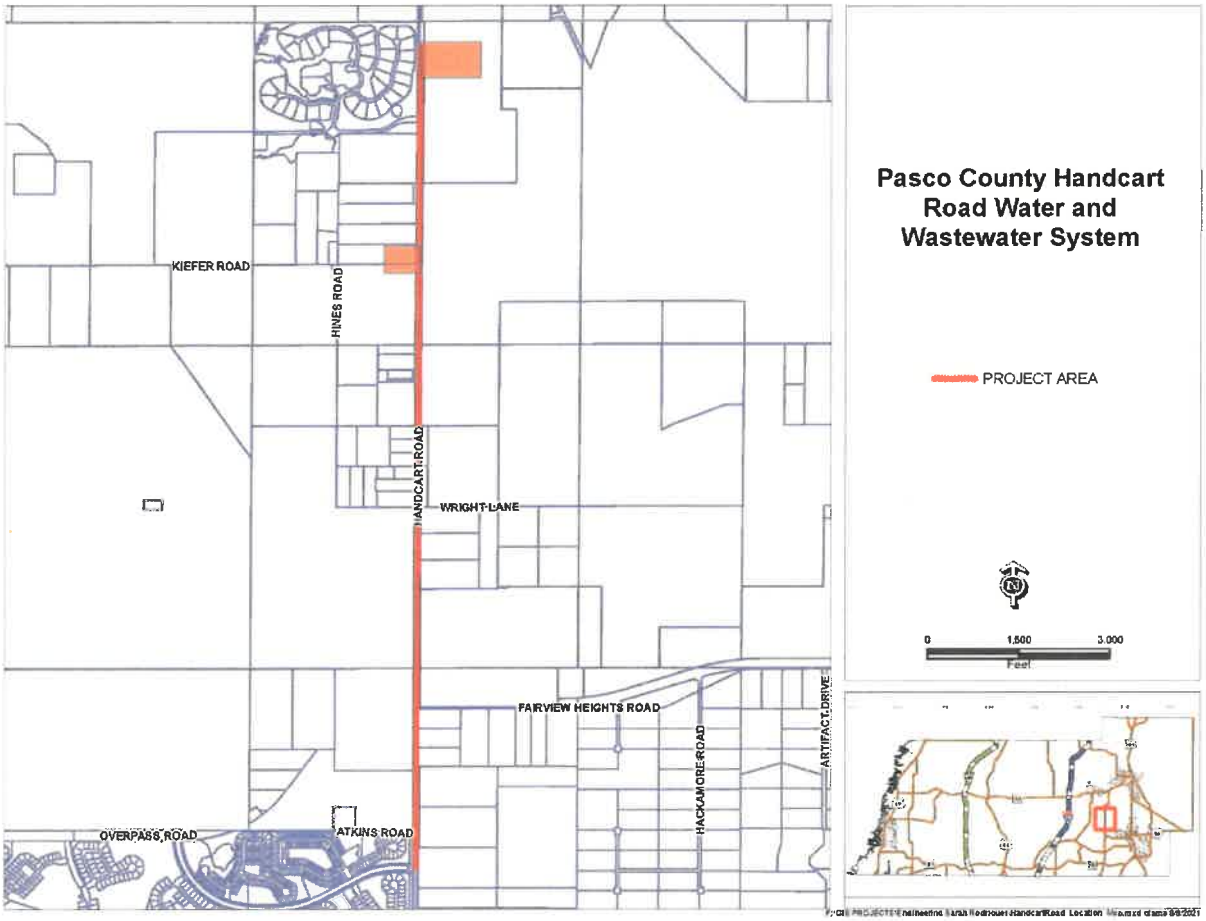
PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	$600,000	07/01/2021	09/30/2023
2	Construction	Contractual Services	$5,900,000	07/01/2021	09/30/2023
		Total:	$6,500,000		

Note: The budget for this project is estimated and subject to change as the project progresses. A change order or amendment is expected to reallocate the budget.

Figure 1. Location Map



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	**State Awarding Agency**	**State Fiscal Year[1]**	**CSFA Number**	**CSFA Title or Funding Source Description**	**Funding Amount**	**State Appropriation Category**
Original Agreement	Department of Environmental Protection	2021-2022	37.039	Statewide Surface Water Restoration and Wastewater Projects	$6,500,000	140047
State Program B	**State Awarding Agency**	**State Fiscal Year[2]**	**CSFA Number**	**CSFA Title or Funding Source Description**	**Funding Amount**	**State Appropriation Category**

Total Award	$6,500,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	LPA0206
Project Title:	Pasco County Handcart Road Water and Wastewater
Grantee Name:	Pasco County
Grantee's Grant Manager:	Robert Marin
Reporting Period:	Select reporting period. Select year.

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Design and Permitting

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 2: Construction

- Progress for this reporting period:
- Identify delays or problems encountered:

Indicate the completion status for the following tasks:

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

_____ _____
Signature of Grantee's Grant Manager (Original Ink) Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** UTD23-0180 **DATE:** 2/21/2023

SUBJECT: Joint Funding Agreement and Budget Amendment Journal No. 1962 - Pasco County, VOPH Master Development Company, LLC, and Galvin Land Services, LLC – $2,557,500.00

REFERENCES: UTD22-0012, PDD23-0005

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: David Allen, Utilities Director

RECOMMENDED BOARD ACTION:

Approve the Joint Funding Agreement between Pasco County, VOPH Master Development Company, LLC, and Galvin Land Services, LLC (collectively referred to as the "VOPH Developers") for the design and construction of water and wastewater infrastructure along Handcart Road. Authorize the Chairman to execute the three originals of the agreement provided and direct Board Records to distribute as set forth under the Distribution section below.

Approve Budget Amendment Journal No. 1962 in the amount of $2,557,500.00.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On October 26, 2021, the County entered into a grant agreement with the Florida Department of Environmental Protection (FDEP) to construct water and wastewater infrastructure improvements along a portion of Handcart Road. The project's purpose is to stimulate economic growth in the area of Pasadena Hills. The grant amount is $6,500,000.00 to fund a portion of the total anticipated cost of the improvements.

On October 25, 2022, the County approved the Villages of Pasadena Hills (VOPH) Global Funding and Escrow Agreement to provide roadway and utility infrastructure inside the VOPH Special Planning Area. The agreement also designated the VOPH Developers as the constructing entity for the Handcart Road utility infrastructure described in the FDEP Grant. The Global Funding Agreement included a provision for a supplemental joint funding agreement, which is the subject of this request, to allocate any excess costs beyond the $6,500,000.00 FDEP Grant.

The Joint Funding Agreement describes and allocates the project design, permitting, and construction costs for water and wastewater infrastructure on Handcart Road from Old Bridge Road to Prospect Road in two segments: the FDEP Grant Segment and the VOPH Developer Segment. Project costs associated with the Grant Segment will be paid by the County, with reimbursement from the FDEP up to the $6,500,000.00 grant amount. The total anticipated construction costs of the water and wastewater infrastructure in the FDEP Grant Segment is $8,457,500.00. The cost differential between the FDEP grant construction allocation of $5,900,000.00 and the total Grant Segment cost is $2,557,500.00.

Costs associated with the VOPH Developers Segment totaling $1,450,000.00 will be funded by the VOPH Developers.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding in the amount of $2,557,500.00 will be available for Fiscal Year 2023 upon approval of Budget Amendment Journal No. 1962 in the Water and Wastewater Capital Fund, Water and Wastewater Connection Fees, Handcart Road Water/Wastewater Distribution, Project #22043.

DISTRIBUTION:

Board Records to distribute as set forth below:

1. Retain One Original
2. Electronically to:
   a. Joel Tew, President, Hedgehog Development, at jtew@hedgehogdevelopment.us
   b. Justin Grant, Director, Public Infrastructure and Business Administration Department, at jgrant@pascocountyfl.net
   c. Ernest Monaco, Manager of Special Districts, Planning and Development Department, at emonaco@pascountyfl.net
3. Mail One Original to:
   Mark Metheney
   VOPH Master Development Corporation
   4065 Crescent Park Drive
   Riverview, Florida 33578
4. Mail One Original to:
   Mike Galvin
   Galvin Land Services
   121 Snell Isle Boulevard
   St. Petersburg, Florida 33704

ATTACHMENT(S):

1. UTD23-0180 VOPH Joint Funding Agreement (Three Originals)
2. UTD23-0180 Budget Amendment Journal No. 1962
3. UTD23-0180 Memorandum UTD22-0012
4. UTD23-0180 Memorandum PDD23-0005
5. UTD23-0180 Location Map

cc: Carrie Roberts, Purchasing Director

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

February 24, 2023

Mark Metheney
VOPH Master Development Corporation
4065 Crescent Park Drive
Riverview, Florida 33578

RE: Handcart Road Water and Wastewater Infrastructure
C38 UTD23-0180

Dear Sir/Madam:

At the Pasco County Board of County Commissioners meeting of February 21, 2023, the above mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Agenda", click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Jessica L Popplewell
Records Clerk I, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

P.O. Box 338
New Port Richey, FL 34656-0338

(727) 847-8199
www.pascoclerk.com

38053 Live Oak Ave
Dade City, FL 33523-3805

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

February 24, 2023

Mike Galvin
Galvin Land Services
121 Snell Isle Boulevard
St. Petersburg, Florida 33704

RE: Handcart Road Water and Wastewater Infrastructure
C38 UTD23-0180

Dear Sir/Madam:

At the Pasco County Board of County Commissioners meeting of February 21, 2023, the above mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Agenda", click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Jessica L Popplewell

Jessica L Popplewell
Records Clerk I, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

P.O. Box 338
New Port Richey, FL 34656-0338

(727) 847-8199
www.pascoclerk.com

38053 Live Oak Ave
Dade City, FL 33523-3805

Popplewell, Jessica

From: Popplewell, Jessica
Sent: Friday, February 24, 2023 8:15 AM
To: 'jtew@hedgehogdevelopment.us'
Cc: Justin G. Grant (jgrant@pascocountyfl.net); Ernest D. Monaco (emonaco@pascocountyfl.net); Schmidt, Donalee; Egbert, Shannon
Subject: BCC 02-21-2023 - C38 UTD23-0180 - Handcart Road Water and Wastewater Infrastructure
Attachments: BCC 02-21-2023 - C38 UTD23-0180 - Agreement.pdf

Good morning,

At the Pasco County Board of County Commissioners meeting of February 21, 2023, the above mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Agenda", click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

PLEASE REPLY TO ALL

Jessica L Popplewell
Records Clerk I
Deputy Clerk
Board Records Division

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller
East Pasco Government Center
14236 6th Street, Suite 201
Dade City, Fl 33525
(352) 521-4274 ext. 4340
jpopplewell@pascoclerk.com

#ServeAndConnect

COUNTY UTILITY PROJECTS JOINT FUNDING AGREEMENT
VILLAGES OF PASADENA HILLS (VOPH)
WATER AND WASTEWATER INFRASTRUCTURE

THIS AGREEMENT, is made and entered into by and between Pasco County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("BCC"), hereinafter referred to as the "County", whose address is 19420 Central Blvd., Land O'Lakes, Florida 34637, and VOPH Master Development Company, LLC, a Florida limited liability company ("VOPH Master"), whose address is 4065 Crescent Park Drive, Riverview, FL 33578, and Galvin Land Services, LLC, a Florida limited liability company ("Galvin"), whose address is 121 Snell Isle Blvd., St. Petersburg, FL 33704 (VOPH Master and Galvin also are referred to herein as the "Co-Developers" and each may be referred to herein as a "Developer" where the context requires), and is joined in by the individual MPUD applicant entities identified herein, their successors and assigns, as third-party beneficiaries only (individually a "VOPH-MPUD Owner" or jointly the "VOPH-MPUD Owners").

W I T N E S S E T H:

WHEREAS, pursuant to the VOPH Financial Plan as previously amended and adopted by the BCC, the County and the Co-Developers (or their respective VOPH-MPUD Owners) are responsible for funding and constructing their respective portions of the master utility infrastructure improvements required to support new development within the Villages of Pasadena Hills Special Planning Area ("VOPH"); and

WHEREAS, the County previously entered into a Standard Grant Agreement (LPA 0206) with the State of Florida Department of Environmental Protection (DEP) for "Pasco County Handcart Road Water and Wastewater" (the "DEP Grant Agreement"), which addresses a portion of the required VOPH master utility improvements necessary to implement the VOPH Financial Plan; and

WHEREAS, the DEP Grant Agreement provides for County reimbursement up to the amount $6,500,000.00 from the State of Florida ("VOPH State Funding") for the two (2) County Utility Projects identified in Sections 5.a (i) and 5.a.(ii) of the October 25, 2022 Funding & Escrow Agreement For Roadways & Utilities Capital Infrastructure Villages Of Pasadena Hills (VOPH) Designated VOPH-MPUD Projects ("VOPH Funding and Escrow Agreement"); and

WHEREAS, as contemplated by the VOPH Funding & Escrow Agreement, dated October 25, 2022, the County and the Co-Developers have mutually analyzed and determined the scope of VOPH master utility improvements necessary to support the initial phases of development within VOPH which are addressed in the VOPH Funding and Escrow Agreement, including, among others, the portion addressed in the DEP Grant agreement; and

WHEREAS, the County and the Co-Developers desire to memorialize the scope of VOPH master utility infrastructure required to support certain initial phases of development within VOPH, to implement the DEP Grant Agreement with respect to the County Utility Projects as identified in the VOPH Funding and Escrow Agreement, and to implement the pre-existing requirements of the adopted VOPH Financial Plan, and amended on October 25, 2022, with respect to the allocation of costs for the required VOPH master utilities infrastructure.

NOW THEREFORE, the County and the Co-Developers, in consideration of the mutual terms, covenants, and conditions set forth herein and above, which are hereby incorporated by reference, agree as follows:

1. **VOPH Master Utility Plan Update**. The initial sizing and scope for future VOPH water and wastewater system components was based on a Master Utility Plan ("MUP") developed by the County and dated April 2020 as set forth in Exhibit A, attached hereto and incorporated by reference. Subsequent VOPH master utilities planning, and preliminary design work (as referenced below) has established that the adopted MUP should be updated and modified due to system capacity and pressure limitations, in order to provide water and sewer service to VOPH as contemplated by the DEP Grant Agreement, the MUP, the adopted VOPH Financial Plan, and this Agreement (see Section 7(k), below).

2. **Handcart Road Segment Plan Scope; DEP Grant Compliance.** The County agrees that a single, consolidated plan set, which includes both County-funded and developer-funded segments, is acceptable for the Handcart Road water and wastewater facilities from the existing terminus at Old Bridge Road north to Prospect Road (the "Handcart Road Segment"). However, to enable the County to meet the requirements for its DEP Grant Agreement, the Co-Developers shall insure that the accepted proposals, bids, and contracts for the design, permitting and construction costs for the Handcart Road Segment shall be segregated to document the costs attributable to the segment graphically identified in the DEP Grant agreement, Attachment 3, page 3, for DEP audit compliance purposes (the "DEP Grant Segment"). The County agrees to

prioritize the review for the consolidated water and sewer Handcart Road plans and that the plan review and approval process for the Handcart Road Segment will proceed prior to the County's update to its MUP pursuant to Section 7(k) below, to meet the time deadlines imposed by the DEP Grant Agreement. In addition, the County will be the responsible party to seek any necessary extension from the State of Florida for the completion and reimbursement deadlines set forth in the DEP Grant Agreement; provided, however, that both the County and the Co-Developers agree to act in good faith and to exercise commercial reasonableness to meet the current DEP Grant agreement deadlines. The Handcart Road Segment with separate identification of the DEP Grant Segment thereof (including the BPS Site) and the Co-Developer Segment thereof are graphically depicted on Exhibit B attached hereto.

3. **Handcart Road Segment Plan Details; MRP Compliance.** To meet the deadlines set forth in the DEP Grant Agreement, the parties agree that existing right-of-way should be utilized for the master utilities within the Handcart Road Segment to the maximum extent feasible. However, the utility plans also shall account for the potential future buildout of the Handcart Road travel lanes pursuant to the adopted VOPH Master Roadway Plan ("MRP"). Accordingly, the utility plans for the Handcart Road Segment shall provide for utility line locations outside (i) current roadway travel lanes and (ii) the future roadway travel lane pavement at ultimate buildout per the VOPH MRP, unless otherwise approved by the County, which such approval will be conditioned on the Co-Developers agreement to fund any future utility relocation of lines placed under future travel lane pavement; however, future landscape areas outside the edge of future travel lane pavement, provided no existing trees are retained or future trees are installed within five feet (5') of any utility line, and MRP areas designated for future sidewalks or trails may be used for the utility facilities subject to County approval, which shall not be unreasonably withheld where necessary to avoid new right-of-way or easement acquisition, and subject to providing the minimum separation between each utility line required by State and County standards.

4. **Wastewater Plan Scope and Implementation.**

a. **Handcart Road Segment Capacity, Line Sizes and Appurtenances.** The County has approved the following wastewater transmission line sizes for the Handcart Road Segment: (i) 16" force main from Old Bridge Road north to Kiefer Road and (ii) 12" force main from Kiefer Road north to Prospect Road. The current MUP does not contemplate any regional or master booster/lift stations in the wastewater

transmission line for the Handcart Road Segment; accordingly, each VOPH-MPUD shall be required to design and construct its internal subdivision lift station(s) to create sufficient pressure flow in the wastewater transmission lines. However, the County in its discretion and at its own expense may elect to provide regional supplemental booster pump(s) for the Handcart Road Segment related to its future VOPH service needs beyond the service requirements for the Designated VOPH-MPUD's as set forth in the VOPH Funding and Escrow Agreement. The Co-Developer's consulting engineer has confirmed that the foregoing wastewater transmission line capacity for the Handcart Road Segment will service approximately 8,000 residential units, which is beyond the minimum 6,000 residential unit capacity specified in the VOPH Funding & Escrow Agreement.

b. **Handcart Road Segment Cost Allocations.** The parties agree to allocate the costs for design, permit and construction of wastewater transmission line facilities within the Handcart Road Segment, as follows:

(i) Based on commitments made incident to the DEP Grant Agreement, the County shall fully fund the design, permit, and construction costs for the wastewater transmission line within the DEP Grant Segment (approximately 13,700 lineal feet), subject to the County's exclusive right to reimbursement to the maximum extent authorized by the DEP Grant Agreement. The Co-Developers or their designee shall serve as the Constructing Entity for the County for the wastewater facilities within the Handcart Road Segment, including implementation of the procurement and document submittal procedures required for the County to meet the reimbursement and audit compliance requirements of the DEP Grant Agreement, as previously specified in the VOPH Funding and Escrow Agreement; and

(ii) The Co-Developers (or their designee) shall fully fund the design, permit, and construction costs for the remainder of the Handcart Road Segment from the terminus of the DEP Grant Segment north to Prospect Road (approximately 2,900 lineal feet), subject to their right to receive VOPH utility surcharge fee credits pursuant to the VOPH Financial Plan and the VOPH Funding and Escrow Agreement.

c. Preliminary Budget for Handcart Road Segment. The preliminary wastewater budget for the Handcart Road Segment, allocated between the County and the Co-Developers pursuant to Section 4(b), above, is attached hereto as Exhibit C, which preliminary budget remains subject to the final contract amounts for the respective segments.

d. **Southeast Wastewater Treatment Plant (SE WWTP) Capacity Upgrade; Potential Wesley Center WWTP System Interconnect**. Notwithstanding the transmission line service capacity created by the Handcart Road Segment as set forth in Section 4(a) above, the County's Southeast Wastewater Treatment Plant ("SE WWTP") only has the current capacity to provide service for the initial 2,000 residential units within the Designated VOPH-MPUD's (versus the 6,000 residential units required by the VOPH Global Funding and Escrow Agreement). However, the County has executed the contract for and has a current expansion/upgrade in process for the SE WWTP, which upon completion by the County (currently anticipated by December 31, 2025) will provide wastewater treatment capacity via the Handcart Road Segment beyond the 6,000 residential units required for the Designated VOPH-MPUD's pursuant to the VOPH Funding and Escrow Agreement and will meet the 9,000 residential units (and more) specified in the DEP Grant application. Consequently, there is no present need for any westward interconnect to the Wesley Center WWTP, subject to confirmation in the planned update to the MUP, to meet the capacity requirements for the VOPH Funding and Escrow Agreement or the DEP Grant Agreement. However, the County may in its discretion and at its own expense (or at the expense of future development projects who are not a party to the current VOPH Funding and Escrow Agreement) elect to fund additional improvements to the wastewater collection system or wastewater treatment plant(s) to meet future needs.

e. **Wastewater Phasing Plan.** Based upon the foregoing, the County and the Co-Developers agree that the wastewater phasing plan pursuant to the VOPH Funding and Escrow Agreement shall be: Phase 1 for the initial 2,000 residential units within the Designated VOPH-MPUD's which presently can be serviced from the SE WWTP via the Handcart Road Segment (once the transmission line is constructed under this Agreement); and Phase 2 for the additional 4,000 residential units to achieve the total 6,000 residential units required by the VOPH Funding and Escrow Agreement which can be serviced from the Handcart Road Segment upon completion of the SE WWTP capacity expansion (also recognizing that the SE WWTP upgrade/expansion (see Section 4.d., above) then will provide service beyond the aggregate 9,000 residential units contemplated by the DEP Grant application to serve additional VOPH density and other density within the service area for the SE WWTP).

5. **Water Plan Scope and Implementation.**

a. **Handcart Road Segment Capacity, Line size and Appurtenances**. The County has approved a 16" potable water transmission line for the Handcart Road Segment. However, due to (i) the substantial topographical elevation increases along Handcart Road north to Prospect Road and (ii) the limited capacity and pressure currently available at the County's Southeast Water Treatment Plant ("SE WTP"), a 2,000-gallon per minute (gpm) water booster pump station ("BPS") also is required for the County to provide service via the Handcart Road Segment pursuant to the DEP Grant Agreement and/or the VOPH Funding and Escrow Agreement. The Co-Developers' consulting engineer has confirmed that the foregoing transmission line capacity together with the BPS would be sufficient to provide service via the Handcart Road Segment for the 6,000 residential units required by the VOPH Funding and Escrow Agreement (and the 9,000 units contemplated by the DEP Grant application) if the SE WTP had sufficient capacity/pressure; however, the SE WTP presently has sufficient capacity/pressure only to serve the first 2,000 residential units pursuant to the VOPH Funding and Escrow Agreement.

b. **Handcart Road Segment Cost Allocations**. The parties agree to allocate the costs for design, permit and construction of potable water transmission line facilities within the Handcard Road Segment, as follows:

(i) Based on commitments made incident to the DEP Grant Agreement, the County shall fully fund the design, permit and construction costs for the potable water transmission line within the DEP Grant Segment (approximately 12,100 lineal feet). The County's funding obligation shall include a BPS which is necessary to provide the service for the DEP Grant Segment and falls within the "transmission infrastructure (e.g., booster pump stations, storage, diversion components, and interconnects)" facility category which is the County's funding responsibility pursuant to the VOPH Financial Plan. The County's funding obligation for the DEP Grant Segment (including both the transmission line and the BPS) is subject to the County's exclusive right to reimbursement to the maximum extent authorized by the DEP Grant Agreement. The Co-Developers or their designee shall serve as the Constructing Entity for the County for the potable water transmission line and BPS within the Handcart Road Segment, including implementation of the procurement and document submittal procedures required for

the County to meet the reimbursement and audit compliance requirements of the DEP Grant agreement, as previously specified in the VOPH funding and Escrow Agreement; and

(ii) The Co-Developers (or their designee) shall fully fund the design, permit and construction costs for the remainder of the water transmission line within the Handcart Road Segment from the terminus of the DEP Grant Segment north to Prospect Road (approximately 2,900 lineal feet), subject to their right to receive VOPH utility surcharge fee credits pursuant to the VOPH Financial Plan and the VOPH funding and Escrow Agreement.

c. Preliminary Budget for Handcart Road Segment. The preliminary budget for the water transmission line and BPS within the Handcart Road Segment, allocated between the County and the Co-Developers pursuant to Section 5(b) above, is attached hereto as Exhibit D. This preliminary budget remains subject to the final contract amounts for the respective segments.

d. Water Booster Pump Station (BPS) Parcel Site. The Co-Developers have facilitated the provision of a parcel of land which presently is owned by the Pasco County School District ("School District"), to serve as the site for the County's BPS referenced in Section 5(a) and 5(b), above. The School District has agreed to convey the BPS Site, which is identified on Exhibit B hereto, at no cost to the County for exclusive use for the BPS site. The County shall make direct arrangements with the School District for conveyance of the BPS site to the County within 90 days after the date of this Agreement.

e. Potential Boyette WTP System Interconnect. As stated in Section 5(a) above, the SE WTP presently has capacity to serve up to 2,000 residential units within the Designated VOPH MPUD's via the Handcart Road Segment (once the transmission line with BPS is constructed). Consequently, in order to provide treatment plant capacity and sufficient water pressure to serve up to 6,000 residential units within the Designated VOPH-MPUD's pursuant to the VOPH Funding and Escrow Agreement (and to serve the 9,000 units contemplated by the DEP Grant application), the County may implement a capacity expansion/upgrade to the SE WTP, provide additional capacity from its Boyette Water Treatment Plant ("Boyette WTP"), or improvements to other water transmission infrastructure. In any event, the SE WTP capacity expansion/upgrade, the additional capacity from Boyette WTP, or other water "transmission infrastructure (booster pump stations, storage, diversion components, and interconnects)" and/or "treatment plant capacity" is the County's responsibility to fund pursuant to the VOPH Financial Plan. The County's previous MUP contemplated that sufficient potable water

service could be provided from the Pasco One Well, the SE WTP via the Handcart Road Segment and a transmission main westward to the Boyette WTP for the build-out condition. However, the Co-Developers' consulting engineer and the County have agreed that the County cannot provide the required water capacity and fire suppression service (beyond the first 2,000 residential units) without additional transmission mains which provides a "loop system" between the SE WTP and the Boyette WTP. Consequently, the County's MUP update pursuant to Section 7(k) below shall include the following alternative routes for such system "looping" to the Boyette WTP:

(i) From the existing water transmission line terminus in Curley Road via Prospect Road to Handcart Road (the "Prospect Water Line Route");

(ii) From the existing water transmission line terminus in Curley Road via future Kiefer Road to Handcart Road (the "Kiefer Water Line Route"); and

(iii) From the existing water transmission line terminus in Curley Road via future Tyndall Road to Handcart Road (the "Tyndall Water Line Route").

The County agrees that its MUP update shall authorize any of the foregoing routes, or other approved combination of water main alignments that meet intended system design requirements, as an acceptable alternative to achieve the required water transmission main interconnect to the Boyette WTP, so that the cost feasibility, timing, and VOPH capacity increase can be determined for each alternative route. In any event, the County also reserves the right to require appropriate third-party participation from other development projects not included within the VOPH Funding and Escrow Agreement, in the construction of additional water transmission lines, BPS, and other appurtenances. The Co-Developers agree to provide the alternative route analysis (including right-of-way requirements), cost feasibility, and capacity enhancement analysis through its consulting engineer for County review, and the County agrees to award VOPH utility surcharge fee credits to the Co-Developers for the engineering costs incurred for such system design engineering analysis.

f. **Water Phasing Plan.** Based on the foregoing, the County and the Co-Developers agree that the water phasing plan pursuant to the VOPH Funding and Escrow Agreement shall be: Phase 1 for the initial 2,000 residential units within the Designated VOPH-MPUD's which can be serviced from the SE WTP via the Handcart Road Segment (once the Handcart Road Segment transmission line with BPS is constructed

pursuant to this Agreement); and Phase 2 for the additional 4,000 residential units to achieve the total 6,000 residential units required by the VOPH Funding and Escrow Agreement (and the 9,000 residential units contemplated by the DEP Grant application) which also can be serviced from the Handcart Road Segment upon a subsequent expansion/upgrade of the SE WTP, and/or the construction of the system interconnect to the Boyette WTP by the County, and/or the construction of a system interconnect with the Pasco One Well, as set forth above. The County agrees to act in good faith and with commercial reasonableness to provide the required water capacity and/or system interconnect to serve Phase 2 by December 31, 2027.

6. **Administration of DEP Grant Agreement**. As set forth in the VOPH Funding and Escrow Agreement, the Co-Developers (or their designee) shall be the Constructing Party for the County with respect to the Handcart Road Segment, including the DEP Grant Segment portion thereof. With respect to the administration of the DEP Grant Agreement, the parties agree as follows:

a. The DEP Grant Agreement does not allow reimbursement to the County for the cost of any right-of-way acquisition. Consequently, the Co-Developers shall dedicate (where its Designated VOPH-MPUD's own or control the land) or otherwise negotiate for the purchase of any third-party right-of-way required for the Handcart Road Segment per the approved plans; provided, however, that (i) as stated in Section 3 above, the existing right-of-way for Handcart Road shall be used wherever feasible, (ii) pursuant to the VOPH Enabling Documents, the County will pursue condemnation by quick-taking if private third-party purchase is not available within a reasonable time or at a reasonable cost (and subject to funding of all such condemnation costs by the Co-Developers), and (iii) the co-Developers shall receive VOPH Transportation Development Fee Credits for all sums spent in the third-party purchase or condemnation process for such right-of-way acquisition, subject to County pre-approval of such costs, which approval shall not be unreasonably withheld and shall be provided if such costs are within the VOPH Financial Plan budget for right-of-way costs.

b. The Co-Developers' and the County's rights and obligations as set forth in this Agreement shall terminate if the Co-Developers have not issued the Notice to Proceed with construction of the DEP Grant Segment to the approved contractor by September 1, 2023, as required in this Agreement; provided, however, that the County shall have approved the utility plans for the DEP Segment by not later than April 15, 2023, or within thirty (30) calendar days after the submittal of a complete set of construction documents deemed

complete and ready for approval by the County, whichever occurs last. Upon termination, the Co-Developers' and the County's rights and obligation as set forth in this Agreement shall terminate unless such date is extended in writing by the County Administrator and the Co-Developers; provided, however, that the County will agree to requested extensions which are consistent with any extension which may be approved by the State of Florida for the DEP Grant Agreement. Once the Notice to Proceed has been issued, the work to complete the DEP Segment shall be carried forward to completion to the satisfaction of the County, in a diligent manner.

c. The Co-Developers (or their designee) shall initially fund each construction draw for the DEP Segment pursuant to the contract draw schedule approved by the Co-Developers and the County, and the County shall reimburse the Co-Developers (or their designee as applicable) within 45 days after receipt of proof of each construction draw payment, together with the required supporting documents. The Co-Developers shall provide all documentation required by and in compliance with the DEP Grant Agreement, attached hereto as Exhibit E and incorporated by reference.

d. The engineering plans, survey and permit costs, not to exceed the amount of $265,000 incurred by the Co-Developers prior to approval of this Agreement and at the request of the County for the DEP Grant Segment, shall be reimbursed by the County to the Co-Developers within 45 days after the approval of the utility plans by the County for the DEP Grant Segment and submittal by the Co-Developers to the County of all documentation required by the County for such engineering and permit cost verification. All design, permit and construction costs, and award of fee credits, for work to be performed by the Co-Developers under this Agreement, other than the costs related to the DEP Grant Segment (above), shall be governed by the VOPH Funding and Escrow Agreement.

e. The County shall be responsible to submit its request to DEP for reimbursement pursuant to the DEP Grant Agreement; however, the Co-Developers shall provide the required documentation to the County for such DEP submittal, including evidence of payment of all costs by the County pursuant to Section 6 (c) above.

f. Prior to beginning work on the DEP Grant Segment, Co-Developers shall have complied with the competitive bidding requirements of the County, DEP Grant Agreement and Florida Statutes.

7. **Miscellaneous**.

a. Within each Designated VOPH-MPUD, the VOPH-MPUD Owners will reserve, or otherwise obtain, all necessary easement and permits, construct and install all internal subdivision lines (which shall mean all lines and related equipment and facilities) necessary to provide the development with potable water and sanitary sewer service as provided for in a County-approved Master Utility Plan, and will bear all costs and expenses thereof, including engineering fees, legal fees, labor, and materials; provided, however, that any main transmission lines now or hereafter identified on the VOPH MUP and which traverse through a Designated VOPH-MPUD shall qualify for VOPH utility surcharge fee credits pursuant to the VOPH-FP. Installation of lines within the subdivision shall not be commenced until plans and specifications therefore have been submitted to and approved, in writing, by the County and other appropriate agencies having jurisdiction.

b. The VOPH-MPUD Owners shall construct and install all lines necessary to tie into the County's existing and future water and wastewater facilities (including the Handcart Road Segment pursuant to this Agreement) and shall bear all costs and expenses thereof, including engineering fees, permitting fees, and construction costs. Installation of these lines shall not be commenced until plans and specifications thereof have been submitted to and approved, in writing, by the County and other appropriate agencies having jurisdiction. These facilities shall be located within existing County easements or rights-of-way or in easements or rights-of-way acquired by the VOPH-MPUD Owners. The right of the VOPH-MPUD Owners to construct facilities in County easements or rights-of-way shall not be unreasonably withheld by the County. Upon completion of the Project by the Co-Developers, the Project shall be inspected by the County and certified by the Co-Developers' engineers. Upon determination by the County that the Project has been properly installed by the Co-Developers in accordance with approved plans and specifications, potable water and sanitary sewer service will be provided to the Project provided the Co-Developers have performed and fulfilled all its obligations imposed upon the Co-Developers under the terms of this agreement, relevant laws, rules, regulations, and ordinances.

c. Either Co-Developer or any Designated VOPH-MPUD Owner included within the VOPH Funding & Escrow Agreement (as may be hereafter amended to add additional Designated VOPH-MPUD’s) shall have the right to secure a guaranty of capacity for water service and/or wastewater service by the

County for a designated number of residential units within such Designated VOPH-MPUD, by payment to the County of fifty percent (50%) of the base impact/connection fees applicable to such residential units (which shall not require pre-payment of any portion of the VOPH utility surcharge amount). The County shall issue a certificate of capacity reservation for such Designated VOPH-MPUD upon receipt of the 50% payment deposit, which capacity reservation will be assignable by the Co-Developer to its developer/builder designees for such Designated VOPH-MPUD. This available procedure to purchase and thereby secure a guaranty of capacity for water service and/or wastewater service by a Designated VOPH-MPUD Owner included within the Funding & Escrow Agreement may accelerate the phasing plan timelines described in Section 4.e. or Section 5.f., above.

d. In consideration for the obligations undertaken by the Co-Developers pursuant to this Agreement, the County agrees that it shall (i) provide notice to the Co-Developers upon the County's receipt of any application for utility plan or permit approval from any developer or builder other than a Co-Developer or its Designated MPUD Owner, for connection of a VOPH development project to the Handcart Road water or wastewater transmission lines required to be constructed by the Co-Developers under this Agreement, (ii) add to its VOPH utility plan approval/permit application checklist a required written letter of authorization from the Co-Developers confirming that a reasonable proportionate share payment and/or purchase and assignment of VOPH utility surcharge credits has been resolved between the Co-Developers and such third-party developer or builder, and (iii) except as required by law, shall not issue any final utility plan/permit approval within VOPH for connection to the Handcart Road transmission lines without receipt of such Co-Developer authorization letter. On not less than a quarterly basis, the Co-Developers shall be responsible (rather than PCU) for coordinating the reporting to the VOPH Fee Credit Registry manager, PCU, and other applicable County departments regarding any sale/assignment of VOPH Utility Fee surcharges related to the foregoing fair share contributions by third-party developers/builders (such Co-Developer reports to include the applicable PCU Application #).

e. It is agreed that, at such time as the Project , or any portion thereof, is connected to and becomes a part of the County's water and sewer system, all such lines and all permits, engineering drawings, and other property owned by the Co-Developers, in connection therewith, shall henceforth be deemed to be owned by the County, and title and ownership shall automatically vest in the County without the necessity of any separate instrument of conveyance or separate instrument of assignment or transfer, and the County shall

have the full privilege of all of the easements and rights-of-way occupied by such facilities. It being the further understanding of the parties, that at such time as the Project , or any part or portion thereof, are used to provide potable water and sanitary sewer service to the development, such lines shall be deemed to be owned by the County in their entirety as fully and completely as if installed and paid for by the County, except that the Co-Developers and its successors and/or assigns reserve the right to use these lines for the purpose set forth in this Agreement. The Co-Developers shall confirm or verify such ownership, conveyance, and title by the execution and delivery of appropriate bills of sale, transfer, assignments, or other instruments of conveyance, free and clear of all liens and encumbrances.

f. After ownership and title to any portion of the Project are vested in the County as set forth above, all responsibility for repair and maintenance of such part or portion as have been installed in appropriate easements or rights-of-way shall be borne by the County, provided that the County shall not, by this agreement, waive or otherwise affect or diminish its rights and remedies under any Maintenance Bond, Performance Bond, the Co-Developers letter of credit, or other guarantee of performance regarding such lines which has been provided the County in accordance with the requirements of its subdivision or other applicable development ordinance. Furthermore, the Designated MPUD-Owner agrees to post a one (1) year maintenance bond in an amount of fifteen (15) percent of the total cost of the internal subdivision project(s). It is further agreed that the Co-Developers shall assign to the County, for the use and benefit of the County and its successors and assigns, each and every construction warranty obtained by the Co-Developers in connection with the installation of the lines and facilities.

g. This agreement shall be binding on any successors or assigns of the parties, including without limitation any Designated VOPH-MPUD owner or successor owner/developer.

h. Nothing in this agreement will be construed to benefit any person or entity, other than the DEP, not a party to this agreement.

i. This agreement shall be governed by the laws of the State of Florida.

j. The WHEREAS clauses and all Exhibits are hereby incorporated as an integral part of this agreement.

k. The County agrees to submit and process its VOPH MUP update consistent with the plans approved by the County pursuant to this Agreement, as a staff-initiated application(s) through its Planning and Development Department, including any required amendments to the VOPH Enabling Documents (including CPAL, VOPH-SD, LDC amendments, etc. as applicable) to conform to this Agreement. No developer or builder applications for utility or other plan approvals or permits related to this Agreement, or for any Designated VOPH-MPUD, shall unreasonably be withheld or delayed by reason of the County's pending or subsequent process to update its MUP pursuant to this Agreement.

l. In the event of any failure by the Co-Developers to provide to the County (i) any required documents specified by FDEP for its reimbursement procedures as set forth in the FDEP Grant Agreement or (ii) any supplemental documents or information subsequently requested by FDEP for any audit compliance procedure, and provided such information or document exists or reasonably can be prepared by the Co-Developers or their third-party contractors or consultants (as such request is applicable), the Co-Developers shall be required to provide same to the County within fifteen (15) days after written request for same. Upon failure by the Co-Developer to provide same, the County shall have the right to specific performance or a mandatory injunction against the Co-Developers, as well as any other remedy provided at law or in equity for such non-compliance, including the right to reimbursement from the Co-Developers for any funds not received from DEP due to the Co-Developers' non-compliance with the DEP Grant Agreement. For any other breach by either the County or the Co-Developers under this Agreement, the non-breaching party shall provide written notice of such breach to the breaching party, and thirty (30) days within which to cure such breach (or such additional time as reasonably required to cure, provided that such cure is commenced within such 30-day period). If a breach is not cured as set forth above to the reasonable satisfaction of the non-breaching party, then the non-breaching party shall have all available remedies at law or in equity, including specific performance, injunctive, mandamus, or other and equitable relief. No bond shall be required to be posted for any injunctive or other equitable relief sought by a non-breaching party and awarded by the Court under this Agreement.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed the foregoing agreement as of the day executed by the County and noted below.

(SEAL)

ATTEST:

JUNE 2nd

NIKKI ALVAREZ-SOWLES ESQ.,
PASCO COUNTY CLERK & COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

JACK MARIANO, CHAIRMAN

APPROVED
IN SESSION

Date: FEB 21 2023

PASCO COUNTY
BCC

CO-DEVELOPER:

VOPH Master Development Company, LLC,
A Florida limited liability company

By: _____
Name: Mark Metheny
Title: Vice President
Date: 1/20/2023

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Before me, the undersigned authority, personally appeared Marl Metheny, and who is personally known to me as the Vice President of VOPH Master Development Company, LLC, a Florida limited liability company, and who is authorized to and has executed the foregoing document as the authorized agent for VOPH Master Development Company, LLC, for the purposes stated herein. Sworn and subscribed to this 20 day of JANUARY, 2023.

HEATHER MATTIZA
Notary Public-State of Florida
Commission # HH 200611
My Commission Expires
November 21, 2025

Notary Public
State of Florida
Print Name: HEATHER MATTIZA
My Commission Expires: NOVEMBER 21, 2025

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CO-DEVELOPER:

Galvin Land Services, LLC,
A Florida limited liability company

By: _____
Name: Mike Galvin
Title: Manager
Date: 1-20-23

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Before me, the undersigned authority, personally appeared Mike Galvin, and who is personally known to me as the Manager of Galvin Land Services, LLC, a Florida limited liability company, and who is authorized to and has executed the foregoing document as the authorized agent for Galvin Land Services, LLC, , for the purposes stated herein. Sworn and subscribed to this 20 day of January, 2023.

_____
Notary Public
State of Florida
Print Name: Kaylie Schott
My Commission Expires: 9/5/2026

Notary Public State of Florida
Kaylie Schott
My Commission HH 308381
Expires 9/5/2026

SCHEDULE OF EXHIBITS

Exhibit A:	**2020 VOPH Master Utilities Plan (MUP)**
Exhibit B:	**Graphic Depiction of Handcart Road Segment, Including DEP Grant Segment Portion (which includes BPS Parcel Site) and Co-Developer Segment Portion**
Exhibit C:	**Preliminary Wastewater Budget [County and Co-Developer Allocations for Handcart Road Segment]**
Exhibit D:	**Preliminary Water Budget [County and Co-Developer Allocations for Handcart Road Segment]**
Exhibit E:	**DEP Grant Agreement**

For Planning Use Only

Villages of Pasadena Hills

Conceptual Utility Master Plan

Pasco County Utilities Engineering and Contract Management

April 2020

Table of Contents

1. Introduction 1
2. Project Background 2
   2.1. Location 2
   2.2. Demands 2
3. Potable Water 3
   3.1. Assumptions 3
   3.2. Required Potable Water Infrastructure 5
   3.3. Proposed Infrastructure 5
   3.4. Results 7
4. Wastewater 7
   4.1. Assumptions 7
   4.2. Proposed Infrastructure 7
   4.3. Results 8
5. Reclaimed Water 10
   5.1. Assumptions 10
   5.2. Required Infrastructure 11
   5.3. Proposed Infrastructure 11
   5.4. Results 12
6. Summary and Conclusions 14
   6.1. Potable Water Requirements 14
   6.2. Wastewater Requirements 14
   6.3. Reclaimed Water Requirements 14

List of Figures

Figure 1. The Conceptual Villages of Pasadena Hills ..... **Error! Bookmark not defined.**

Figure 2. A Conceptual Layout of Potable Water Infrastructure 4

Figure 3. Exaggerated Elevation to illustrate differences in topography 6

Figure 4. A Conceptual Layout of Wastewater Infrastructure..... 9

Figure 5. A Conceptual Layout of Reclaimed Water Infrastructure..... 13

List of Tables

Table 1. Estimated demands at build out 3

Table 2. Potable Average Daily Flow and Peak Flow 5

Table 3. Required Potable Water Transmission Mains..... 7

Table 4. Wastewater Average Daily Flow and Peak Flow 8

Table 5. Required Wastewater Force Mains..... 8

Table 6. Reclaimed Water Daily Demand and Peak Flow Villages A to M 12

Table 7. Required Reclaimed Water Transmission Mains 12

Table 8. Conceptual High Service Pump Requirements (Model Inputs)..... 14

Table 9. Summary of Pipe Infrastructure Requirements 15

1. Introduction

Pasco County Utilities provides potable water, wastewater, solid waste and reclaimed water services to most of Pasco County residents and businesses. Our mission is to deliver clean and safe water, treat wastewater and reuse treated wastewater for irrigation. Our goal is to provide these services while expanding our system to keep pace with the ever-growing population.

The Villages of Pasadena Hills (VOPH) is a large-scale development planned for approximately 22,000 acres of eastern Pasco County as shown below in Figure 1. As of March 2020, this area is considered "undeveloped" with land currently occupied by small residential neighborhoods, citrus groves, and pasture lands. Extensive infrastructure construction is required before development may move forward.

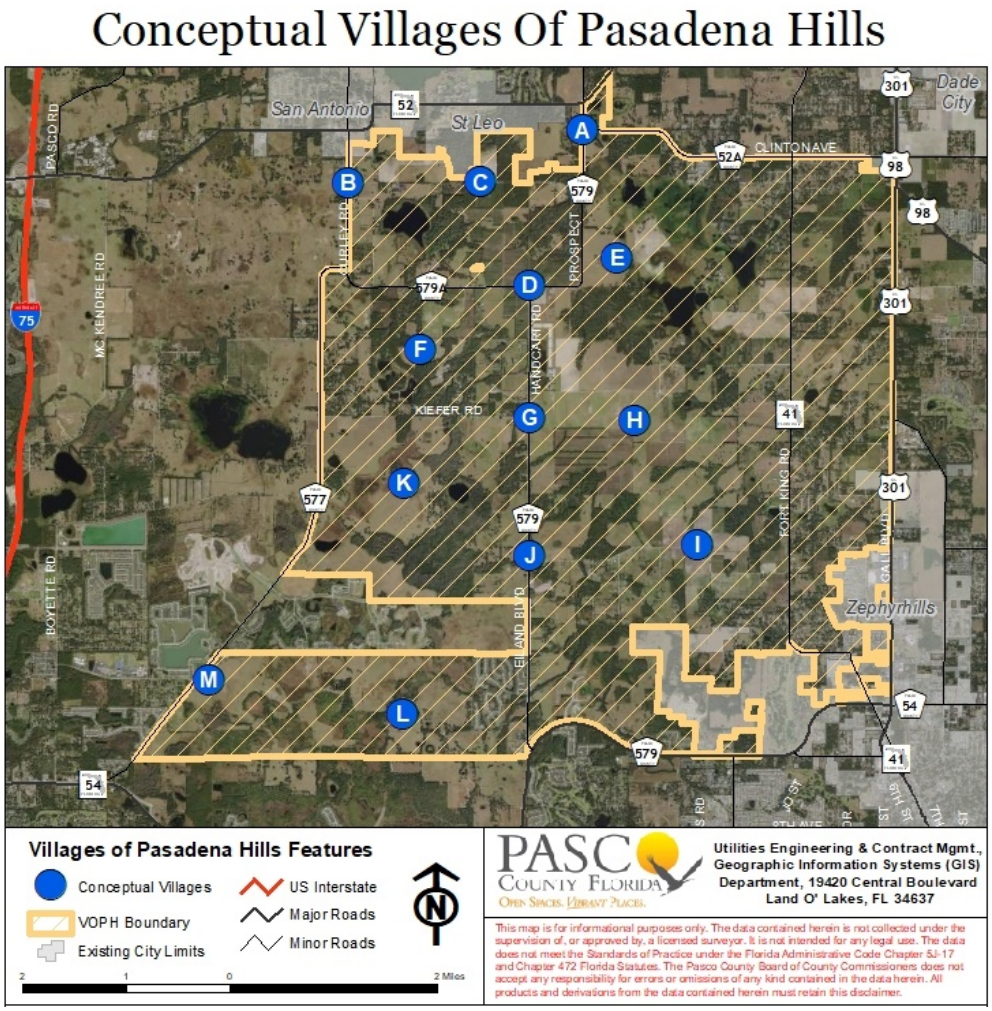


Figure 1. Villages of Pasadena Hills is a relatively large area of eastern Pasco County. (Map created by Max McAmis, Pasco County Utilities Engineering and Contracts Management, GIS Department. Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, the GIS User Community, and Pasco County GIS Data; ArcGIS Desktop 10.5.1. March 23, 2020. Path: C:\Users\ewalton\Documents\ArcGIS\Projects\VOPH_MasterPlan\VOPH_Overview.mxd.)

This report explains the potable, reclaimed, and wastewater services required to support projected growth. The development will be built in two main stages:

1. The Medium-Term Condition is the time between the start of construction when homes are occupied and businesses are up and running, but before build-out. Goals during this time depend on market forces.

2. The Build-Out Condition is when all land parcels are filled and used, and all necessary infrastructure is completed. For utility services, this means the commercial and residential development is at capacity.

The timing and progress of all infrastructure depend on what growth and market forces allow. Careful consideration by stakeholders is needed to time, fund, and organize each role in adding every component of the overall system. However, this report does not focus on these considerations, but on build-out. Thus, this report is not to be used as a detailed roadmap of construction planning or schedules.

2. Project Background

VOPH developers propose building approximately 42,000 single-family homes and 3 million square feet of commercial and office space split into 13 sections, currently identified as Villages A through M as shown in Figure 2.

Pasco County Utility (PCU) planners use the location of each village, their elevations, Pasco County's Highway Vision Plan, and flow requirements to develop a conceptual plan with the sizes and layout for the proposed infrastructure. Pasco County survey data is our source for land elevations. The Highway Vision Plan is the Pasco County Metropolitan Planning Organization's (MPO) plan for future transportation corridors. We base flow requirements for potable water, wastewater, and reclaimed water on proposed population and estimated water use for businesses per industry standards.

The utility infrastructure will include PVC pipes of various diameters, various valve types, well pumps, wastewater pump stations, and manholes. All utility structures are to be installed in the public rights of way and will be owned and maintained by the County.

2.1. Location

The proposed development is bounded by State Route 52 to the North, Eiland Boulevard to the South, Curly Road to the West, and US 301 to the East as shown in Figure 2. Village locations are preliminary and may change as development progresses.

2.2. Demands

After all building and development are complete, Table 1 shows what we expect the demands will be for the final build-out:

Table 1. **Estimated demands at build out**

Utility Service	Millions of Gallons per Day (mgd)
Potable Water Supplied	9.43
Reclaimed Water Supplied	21.10
Wastewater Received and Treated	8.81

3. Potable Water

3.1. Assumptions

PCU planners calculated the potable water demand in Table 1 based on the following assumptions:

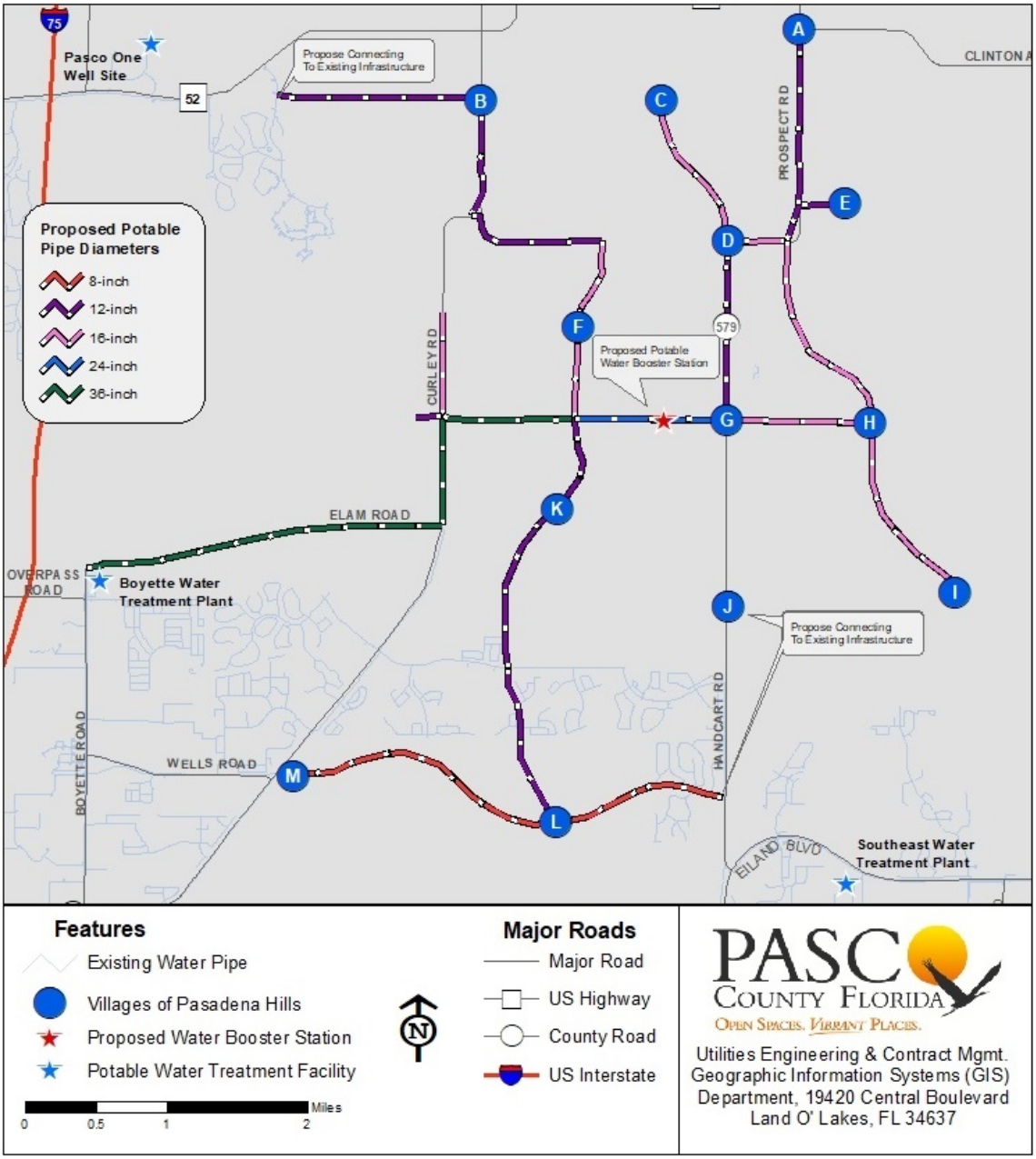
- Average daily flow (ADF) for residential areas is based on 215 gallons per day per equivalent residential unit (ERU). An ERU represents a unit of residential development equal to a single-family residence in terms of water use. Therefore, one ERU is equal to one single-family home.
- ADF for commercial properties is 0.15 gallons per day per square foot (gpd/sf).
- Engineers estimate pipe dimensions for peak conditions at buildout.
- A local raw water source, known as Pasco One Well (Fig. 3), can supply up to 1.44 mgd, which is the permitted capacity.
- Connection to the Boyette Water Treatment Plant (WTP) (Fig. 3) will be independent of any current discharge connections to existing infrastructure.
- Pasco One Well and the Southeast WTP will each provide 0.5 mgd to VOPH.
- This report only considers transmission pipes and does not include localized distribution and service lines to the individual single-family homes or commercial and office spaces.

To ensure safe water supply and consistent fire flows, PCU must keep potable water pressure above 20 pounds per square inch (psi). Higher pressures provide better flow to individual connections, but excessive pressures may damage pipes, and other equipment. The modeled pressures range from 45 to 90 psi. These are acceptable pressures in a public supply system. However, pipe materials will be selected to withstand pressures as high as 250 psi.

PCU monitors maximum velocity in pipes to avoid damaging system components. Lower water speeds have the added benefit of reducing noise in the system. PCU's 2020 Utility Standards state velocities in transmission pipes shall be slower than 6.5 feet per second (fps). Our models show water in the proposed distribution system moving below 6 fps.

Figure 2 shows a conceptual layout of the potable water pipes with modeling results.

Conceptual Villages of Pasadena Hills Potable Water Infrastructure Improvements



This map is for informational purposes only. The data contained herein is not collected under the supervision of, or approved by, a licensed surveyor. It is not intended for any legal use. The data does not meet the Standards of Practice under the Florida Administrative Code Chapter 5J-17 and Chapter 472 Florida Statutes. The Pasco County Board of County Commissioners does not accept any responsibility for errors or omissions of any kind contained in the data herein. All products and derivations from the data contained herein must retain this disclaimer.

Figure 2. A Conceptual Layout of Potable Water Infrastructure needed to provide services to the Villages of Pasadena Hills. (Map created by Max McAmis, Pasco County Utilities Engineering and Contracts Management, GIS Department. Sources: Esri; Digital Globe; GeoEye; Earthstar Geographics; CNES/Airbus DS; AeroGRID; IGN and the GIS User Community; Pasco County GIS Department; USDA/NRCS - National Geospatial Center of Excellence; U.S. Department of Agriculture, Service Center Agencies; U.S. Census Bureau, Geography Division. ArcGIS Desktop 10.5.1. April 2, 2020. Path: U:\UTIL_ENG\Project Files- Planning\Development\Villages of Pasadena Hills (VOPH)\Documents\Maps\April 2020_VOPH_Potable_MasterPlan.mxd.)

3.2. Required Potable Water Infrastructure

To effectively serve the proposed VOPH with potable water, the following infrastructure improvements are required.

- The elevations in the proposed VOPH boundary are between 0 feet at sea level to 246 feet above sea level (Fig. 3). To overcome elevation differences between Villages F and G and the other Villages, PCU will need to install a booster pump station capable of pumping approximately 6,000 gpm at 60 psi.

- To reduce possible high-water pressures in the pipes, a pressure-reducing valve is required on Prospect Road south of Village E.

3.3. Proposed Infrastructure

The proposed infrastructure was modeled using fixed-head reservoirs and demand nodes. Demands were based on the ADF with a peaking factor of 1.67 for each village as shown in Table 2. The total length of proposed pipe is shown in Table 3.

Table 2. **Potable Average Daily Flow and Peak Flow**

Village	Total ADF[1] (mgd)	Peak Flow[2] (gpm)
A	0.23	300
B	0.72	800
C	0.60	700
D	1.00	1,200
E	0.21	200
F	1.00	1,200
G	1.20	1,400
H	1.20	1,300
I	0.98	1,100
J	0.71	800
K	0.62	700
L	0.50	600
M	0.46	500
Total	**9.43**	**10,800**

[1] Total ADF = Number of residential units (EDU) x 215 gpd divided by 1,000,000.

[2] Peak Flow = ADF x 1.67 (peak factor) divided by 1440 (number of minutes in a day). Results rounded up to nearest hundredth.

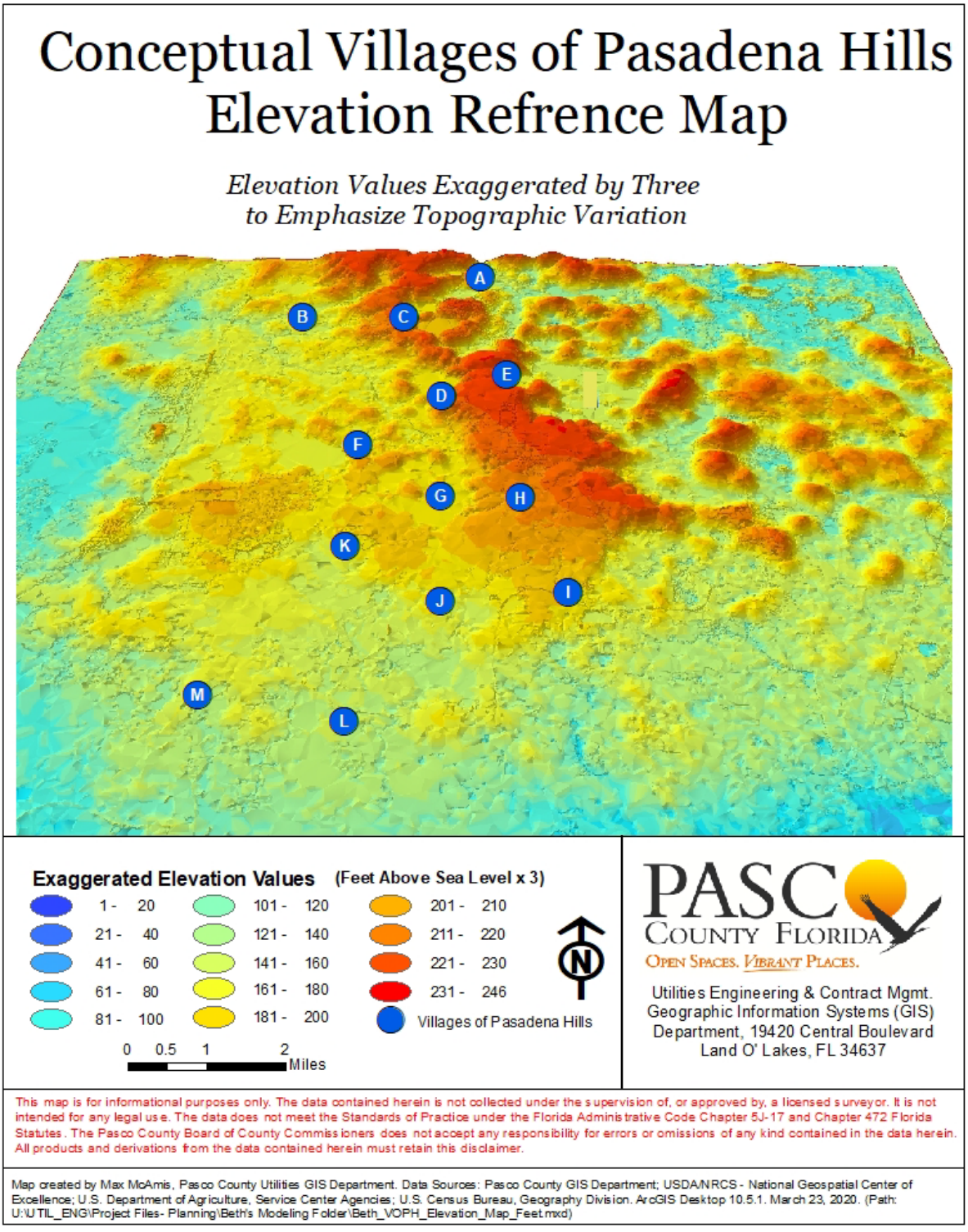


Figure 2. Exaggerated Elevation to illustrate differences in topography. Note: National Elevation Data was used to model the map above. (Map created by Pasco County Utilities Engineering and Contracts Management, GIS Department. Sources: Esri; Digital Globe; GeoEye; Earthstar Geographics; CNES/Airbus DS; AeroGRID; IGN and the GIS User Community; Pasco County GIS Department; USDA/NRCS - National Geospatial Center of Excellence; U.S. Department of Agriculture, Service Center Agencies; U.S. Census Bureau, Geography Division. ArcGIS Desktop 10.5.1. April 2, 2020. Path: U:\UTIL_ENG\Project Files- Planning\Development\Villages of Pasadena Hills (VOPH)\Documents\Maps\April 2020_VOPH_Potable_MasterPlan.mxd.)

Table 3. Required Potable Water Transmission Mains

Pipe Diameter (inches)	Approximate Length[1] (miles)
8	3.3
12	9.1
16	7.6
24	1.1
36	4.3
Total	**25.4**

[1] Length calculated from GIS computer models of proposed pipe routes.

3.4. Results

A total of 25.4 miles of potable water transmission pipe is expected to be installed. See the potable water infrastructure map in Figure 2.

4. Wastewater

4.1. Assumptions

PCU planners calculated the wastewater demand in Table 4 based on the following assumptions:

- Engineers use ADF based on 200 gpd per ERU for residential parcels and 0.15 gpd/sf for commercial properties.
- Engineers use an updated peaking factor of 3.0 when estimating Peak Flow.
- County design standards require a minimum of 2 feet per second (fps) flow to keep the pipes clean.

4.2. Proposed Infrastructure

PCU planners use the location of each village, elevations, the transportation MPO Highway Vision Plan, and flow requirements for each development to conceptually size and layout the routes for the proposed infrastructure.

Computer modeling was used for testing the proposed infrastructure and estimating required pipe size and capacity. The ADF demands used by the model for each village are shown in Table 4. A standard peaking factor of 3.8 based on demand was used to calculate pipe capacity to hydraulically remote areas of the project.

A peak factor is used for modeling and design of utility systems to estimate maximum flow at certain times of day. PCU recently updated the utility standards, lowering the peak factor from 3.8 to 3.0.

Table 4. Wastewater Average Daily Flow and Peak Flow

Village	Total ADF[1] (mgd)	Peak Flow[2] (gpm)
A	0.22	400
B	0.67	1,400
C	0.56	1,200
D	0.95	2,000
E	0.20	400
F	0.94	2,000
G	1.15	2,400
H	1.08	2,300
I	0.91	1,900
J	0.66	1,400
K	0.58	1,200
L	0.47	1,000
M	0.42	900
Total	**8.81**	**18,500**

[1] Total ADF = Number of residential units (EDU) x 200 gpd divided by 1,000,000.

[2] Peak Flow = ADF x 3.68 (peak factor) divided by 1440 (number of minutes in a day). Results rounded up to nearest hundred.

Table 5 shows proposed lengths of pipes.

Wastewater from VOPH will be treated at the Southeast Wastewater Treatment Plant (WWTP) and Wesley Center WWTP, requiring an increase in their capacity to handle 8 mgd and 1 mgd, respectively. Figure 4 shows additional capacity on existing force main pipes. Existing utility infrastructure will serve Village M, as shown in Figure 4.

Table 5. Required Wastewater Force Mains

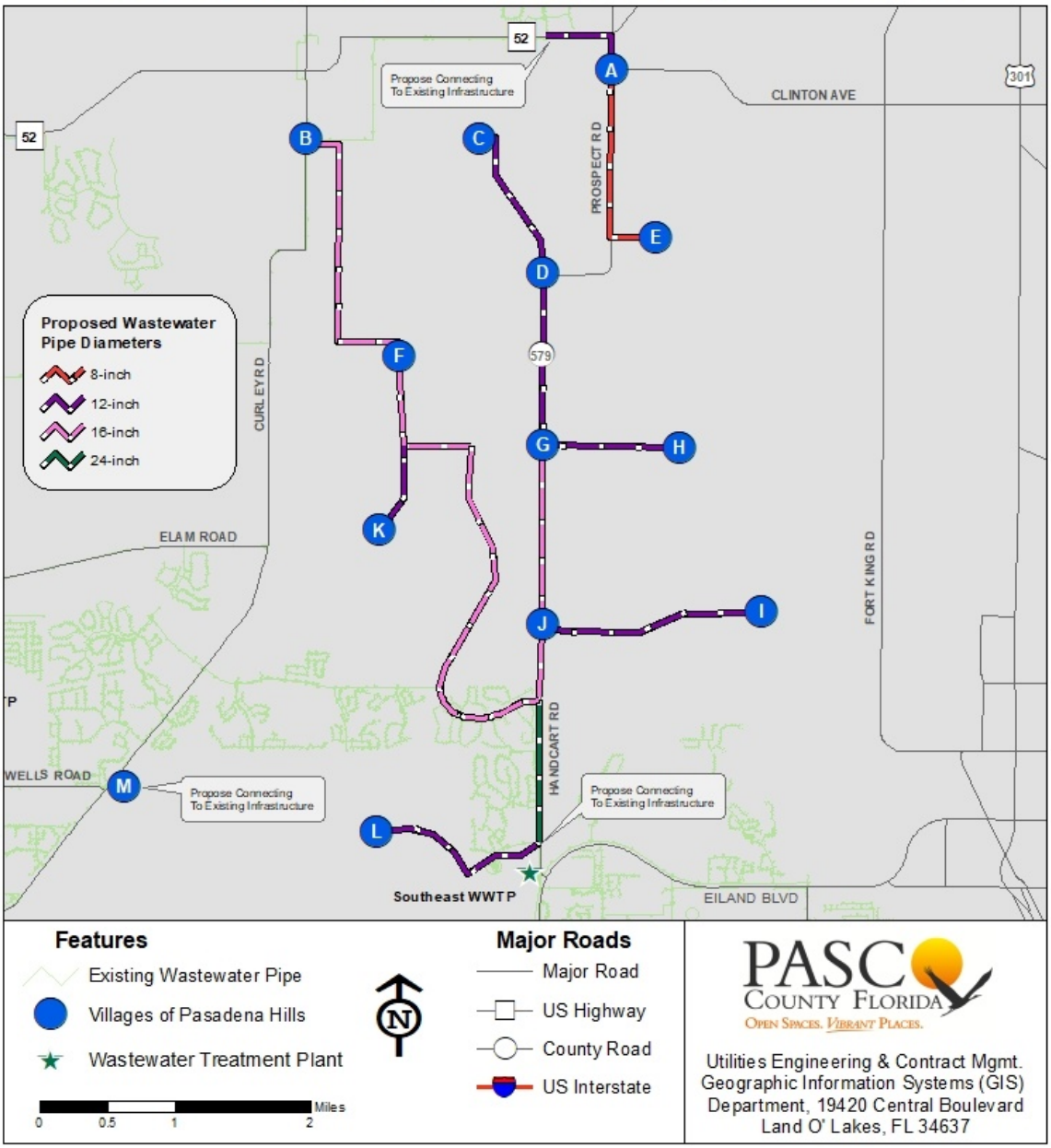
Diameter (inches)	Approximate Length[1] (miles)
8	1.6
12	8.0
16	8.1
24	1.0
Total	**18.7**

[1] Length calculated from GIS maps of computer models of proposed pipe routes.

4.3. Results

Computer modeling results and a conceptual layout of the wastewater water system pipes can be found in Figure 4.

Conceptual Villages of Pasadena Hills Wastewater Infrastructure Improvements



This map is for informational purposes only. The data contained herein is not collected under the supervision of, or approved by, a licensed surveyor. It is not intended for any legal use. The data does not meet the Standards of Practice under the Florida Administrative Code Chapter 5J-17 and Chapter 472 Florida Statutes. The Pasco County Board of County Commissioners does not accept any responsibility for errors or omissions of any kind contained in the data herein. All products and derivations from the data contained herein must retain this disclaimer.

Figure 3. A Conceptual Layout of Wastewater Infrastructure required to provide services to the Villages of Pasadena Hills including additional capacity on existing force main pipes is shown; existing utility infrastructure will serve Village M. (Map created by Max McAmis, Pasco County Utilities Engineering and Contracts Management, GIS Department. Sources: Esri; Digital Globe; GeoEye; Earthstar Geographics; CNES/Airbus DS; AeroGRID; IGN and the GIS User Community; Pasco County GIS Department; USDA/NRCS - National Geospatial Center of Excellence; U.S. Department of Agriculture, Service Center Agencies; U.S. Census Bureau, Geography Division. ArcGIS Desktop 10.5.1. April 2, 2020. Path: U:\UTIL_ENG\Project Files- Planning\Development\Villages of Pasadena Hills (VOPH)\Documents\Maps\April 2020_VOPH_Wastewater_MasterPlan.mxd.)

As with the potable water system, high pressures and sudden pressure changes can damage the wastewater infrastructure. The risk is unacceptable if forces reach above 90 psi, requiring corrective action. Typically, a well-functioning system will have pressures below 60 psi. Computer models show that even at peak conditions, pressures in the pipes will remain within an acceptable range of 9 to 63 psi.

5. Reclaimed Water

5.1. Assumptions

PCU planners base their reclaimed water calculations on the following assumptions:

- An adequate amount of reclaimed water is available.
- VOPH will require approximately 21 mgd of reclaimed water for irrigation purposes.
- VOPH will produce about 9 mgd of wastewater to be treated and reused for irrigation. The Pasco County Master Reuse System (PCMRS) will use repump stations and storage reservoirs to supply the remaining 13 mgd.
- An existing reclaimed repump station, known as Price Altman, will provide reclaimed water for Villages A, C, D, E, H, I, St. Leo, and the Lake Jovita Subdivision. Price Altman's current storage tank and pumps will need extensive upgrades so it can supply an estimated 10 mgd to VOPH.
    - The Pasco County Master Reuse System (PCMRS) will fill the Price Altman storage tank during non-watering hours.
- PCMRS will provide reclaimed water to Villages B, F, G, J, K, L, and M directly from the regional pipe system.
    - This source provides the remaining 12 mgd of reclaimed water.
- An average daily flow (ADF) based on 500 gpd/du for residential homes.
    - Commercial developments were excluded, due to minimal impact on pipe sizes and irrigation demands.
- Peak flow is based on $PF = Homes \times 15 \frac{gpm}{zone} \times 0.20 \times 0.25$
    - Peak flows based on 20 percent of households watering each day, with a 25 percent overlap of watering schedules.

    - Landscaping contractors divide irrigation areas into zones, which are specific areas served by certain types of sprinkler heads and are used to calculate the demand. In this case, each home lot is a single zone.

- If parallel pipes where proposed, they will be modeled as a single pipe for simplicity. For example, planners will model two 4-inch diameter pipes in parallel as one 6-inch diameter pipe. The capacities are not equal, but close enough for modeling purposes.

- Computer modeling accounted for other large subdivisions and commercial developments, Mirada, EPCO Ranch North, and Epperson Ranch South at build-out conditions.

- PCU planners will not include other known developments south of the Southeast Wastewater Treatment Plant (WWTP).

    - Existing utility infrastructure is at capacity.

5.2. Required Infrastructure

To effectively serve reclaimed water to the proposed VOPH and the developments referenced in section 5.1, the following infrastructure and storage improvements are required:

- PCU needs to expand its Southeast WWTF. Afterwards, it can store and provide 6 mgd of reclaimed water to VOPH.

- PCU should expand the Boyette High-Service Pump (HSP) station by 15,000 gpm. HSPs operate under higher pressures and are used to pump water to higher elevations, usually water storage tanks.

- The Price Altman site will need an additional 8.0 MG of storage and an additional 15,000 gpm HSP station.

- To relieve possible high pressures in pipes, a pressure-reducing valve is required on Prospect Road, just south of Village E.

5.3. Proposed Infrastructure

The proposed infrastructure was modeled using fixed-head reservoirs and demand nodes. Demands were based on the peak flows for each village as shown in Table 6. The total length of proposed pipe is shown in Table 7.

Table 6. Reclaimed Water Daily Demand and Peak Flow Villages A to M

Village	Total ADF[1] (mgd)	Peak Flow[2] (gpm)
A	0.45	700
B	1.64	2,500
C	1.30	2,000
D	2.10	3,200
E	0.500	800
F	2.30	3,500
G	2.70	4,000
H	2.70	4,000
I	2.20	3,300
J	1.60	2,400
K	1.40	2,200
L	1.16	1,800
M	1.05	1,600
Total	**21.10**	**32,000**

[1] Total ADF = number of residential units (EDU) x 300 gpd divided by 1,000,000. Result rounded.

[2] Peak flow = number of EDUs x 15 gpm per zone x 20 percent x 25 percent. Result is rounded up to nearest hundred.

Table 7. Required Reclaimed Water Transmission Mains

Diameter (inches)	Approximate Length[1] (miles)
12	12.9
16	2.5
24	4.4
36	1.9
48	6.2
Total	**27.9**

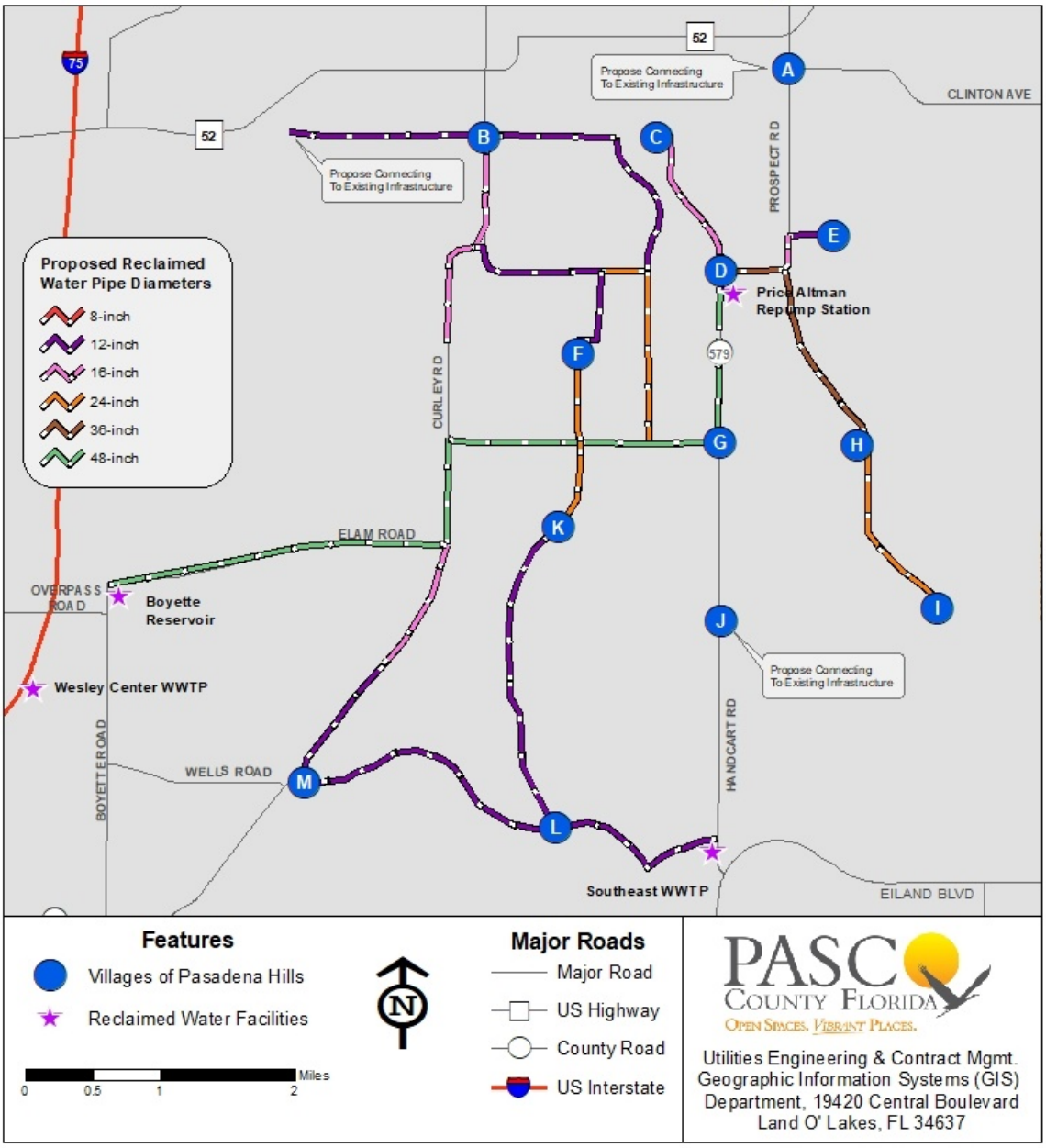
1 Length calculated from GIS maps of computer models of proposed pipe routes.

5.4. Results

Figure 5 contains the modeling results and a conceptual layout of the reclaimed water mains.

In order to ensure a reliable reclaimed water supply, reclaimed water pressure must stay above 35 psi during watering hours. Higher internal pressures provide better flow to individual connections, but excessive pressures may damage pipes and other equipment. Computer models show pressures in the reclaimed pipes between 40 and 80 psi, this is an acceptable range for a public utility system. Even so, as per industry practice, pipe material will be selected to withstand pressures as high as 250 psi.

Conceptual Villages of Pasadena Hills Reclaimed Water Infrastructure Improvements



This map is for informational purposes only. The data contained herein is not collected under the supervision of, or approved by, a licensed surveyor. It is not intended for any legal use. The data does not meet the Standards of Practice under the Florida Administrative Code Chapter 5J-17 and Chapter 472 Florida Statutes. The Pasco County Board of County Commissioners does not accept any responsibility for errors or omissions of any kind contained in the data herein. All products and derivations from the data contained herein must retain this disclaimer.

Figure 4. A Conceptual Layout of Reclaimed Water Infrastructure required to provide services to the Villages of Pasadena Hills. (Map created by Max McAmis, Pasco County Utilities Engineering and Contracts Management, GIS Department. Sources: Esri; Digital Globe; GeoEye; Earthstar Geographics; CNES/Airbus DS; AeroGRID; IGN and the GIS User Community; Pasco County GIS Department; USDA/NRCS - National Geospatial Center of Excellence; U.S. Department of Agriculture, Service Center Agencies; U.S. Census Bureau, Geography Division. ArcGIS Desktop 10.5.1. April 2, 2020. Path: U:\UTIL_ENG\Project Files- Planning\Development\Villages of Pasadena Hills (VOPH)\Documents\Maps\April 2020_VOPH_Wastewater_MasterPlan.mxd.)

Table 8. Conceptual High Service Pump Requirements (Model Inputs)

Location	Elevation (ft)	Flow (gpm)	Setting (psi)
Boyette Reservoir	122	20,870	70
Price Altman	209	14,361	65
Southeast WWTP	106	4,034	70

6. Summary and Conclusions

Based on the above computer modeling results, PCU's planning team has determined that significant infrastructure improvements will be required to provide utility services to VOPH. Overall, close to 72 miles of water, wastewater, and reclaimed pipes will be installed once the project is completed. These improvements are summarized below.

6.1. Potable Water Requirements

- Construction of a Booster Pump Station to move water to higher elevations
- Install multiple hydraulic control valves
- We need to verify that County water sources, Pasco One Well and Southeast WTP, can supply 500,000 gpd to meet the new demand.
- Install about 26 miles of water pipes in various sizes

6.2. Wastewater Requirements

- Expand the Southeast WWTF to handle up to 14.0 mgd
- Expand the Wesley Chapel WWTF with an additional 1.0 mgd capacity
- Install about 19 miles of force main pipes and gravity sewer pipes

6.3. Reclaimed Water Requirements

- Expand the Southeast WWTF Ground Storage Tank (GST) and HSP stations
- Expand the Boyette Reservoir HSP station by 15,000 gpm
- Expand of the Price Altman GST by an additional 8 mg and add an HSP station capable of 15,000 gpm
- Install multiple hydraulic control valves
- Installation of approximately 28 miles of various diameter reclaimed mains

Table 9. Summary of Pipe Infrastructure Requirements

Pipe Diameter[1]	Potable[2]	Wastewater[2]	Reclaimed Water[2]	Total[2]
8	3.3	1.6		**4.90**
12	9.1	8.0	12.9	
16	7.6	8.1	2.5	
24	1.1	1.0	4.4	
36	4.3		1.9	
48			6.2	
TOTALS:	**25.4**	**18.7**	**27.9**	**72.00**

[1] In Inches
[2] Length in miles

References

Florida Administrative Code, Rule Chapter 64E-6 Standards for Onsite Treatment and Disposal Systems Located at: https://www.flrules.org/gateway/ChapterHome.asp?Chapter=64E-6. Accessed on April 6, 2020.

Pasco County 2025 Comprehensive Plan, Chapter 10. Located at: https://www.pascocountyfl.net/DocumentCenter/View/11371/CP-ch10-PublicFacilities-7_25_13?bidId=. Accessed on April 6, 2020.

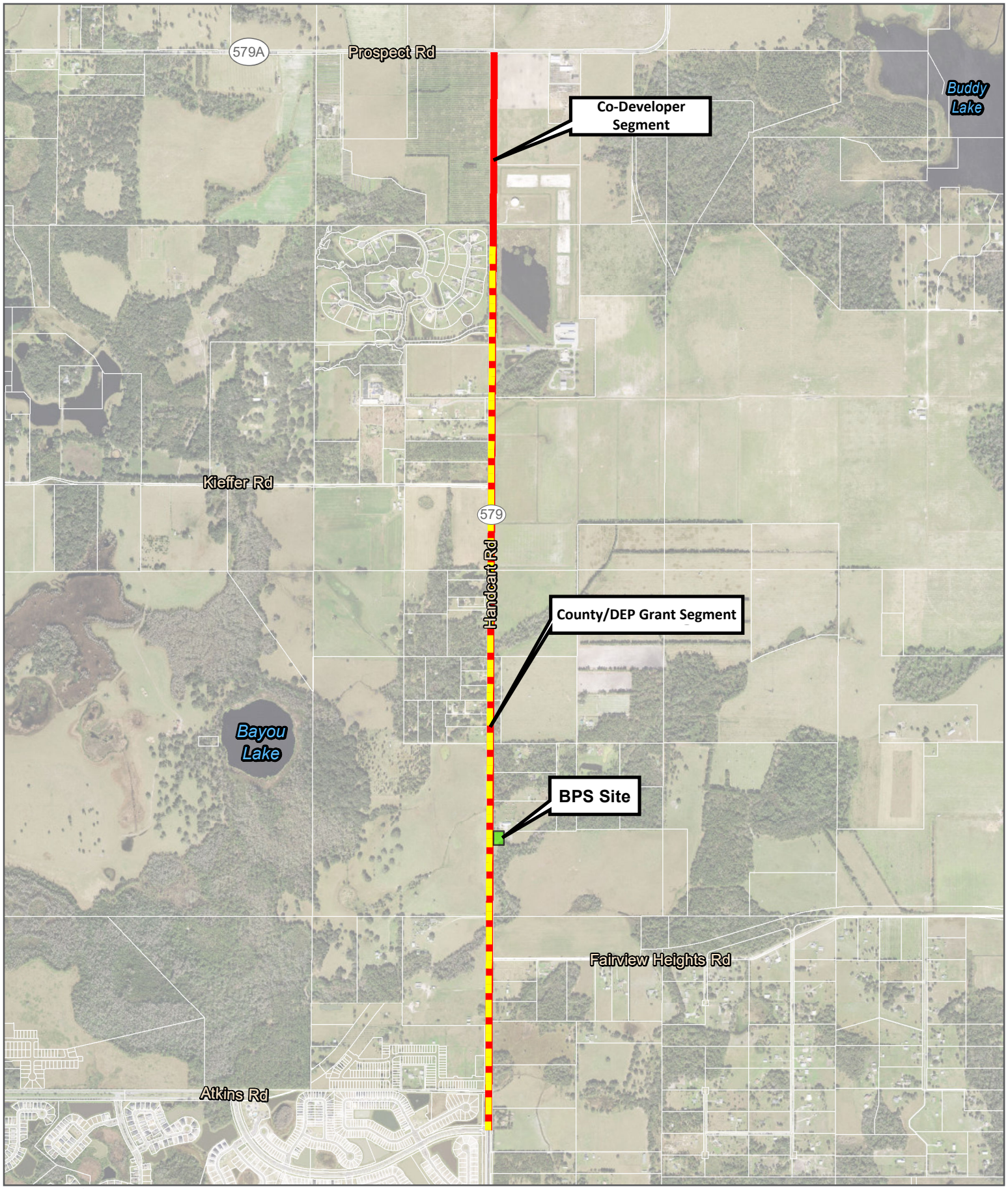
Pasco County GIS Department. Located at: https://www.pascocountyfl.net/338/Geographic-Information-Services-GIS. Accessed on April 1, 2020.

Pasco County, FL. (2013). Standards for Design and Construction of Water, Wastewater, Fiber Optics and Reclaimed Water facilities for Pasco County Utilities Department. Revised March 2018. Located at: https://pascocountyfl.net/DocumentCenter/View/454/Utilities-Standards-for-Design-and-Construction-?bidId=. Accessed on April 1, 2020.

United States Census Bureau, Geography Division. Located at: https://www.census.gov/. Accessed on April 1, 2020.

United States Department of Agriculture, Service Center Agencies. Located at: https://www.usda.gov/our-agency/agencies. Accessed on April 1, 2020.

United States Department of Agriculture/Natural Resources Conservation Service (USDA/NRCS) National Geospatial Center of Excellence. Located at: https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/ngce/. Accessed on April 1, 2020.



Map Source: Esri, Pasco County

County/DEP Grant Segment

Co-Developer Segment

BPS Site

Exhibit B

VILLAGES OF PASADENA HILLS

N

0 500 1,000 1,500 2,000 FEET

12/21/2022
P & B Job No.: 20-149

2602 E. Livingston Street
Orlando, FL 32803 Ph. 407-487-2594

POULOS & BENNETT

www.poulosandbennett.com
Certificate of Authorization No. 28567

Document Path: Z:\2020\20-149 Galvin - VOPH\GIS\Map_Docs\Exhibit B.mxd

Exhibit C

Preliminary Wastewater Budget - Handcart Road

Segment	Item	Line Size	Lineal Feet	Unit Cost	Total
County/DEP Grant Segment					
	Old Bridge Rd to Kiefer Rd	16 Inch	9,900	$ 250.00	$ 2,475,000.00
	Kiefer Rd to DEP Grant Segment Terminus	12 Inch	3,800	$ 225.00	$ 855,000.00
Co-Developer Segment					
	DEP Grant Segment Terminus to Prospect Rd	12 Inch	2,900	$ 225.00	$ 652,500.00

Total County/DEP Grant Segment Allocation	**$ 3,330,000.00**
Total Co-Developer Segment Allocation	**$ 652,500.00**

Exhibit D
Preliminary Water Budget - Handcart Road

Segment	Item	Line Size	Lineal Feet	Unit Cost	Total
County/DEP Grant Segment					
	Old Bridge Rd to DEP Grant Segment Terminus	16 Inch	12,100	$ 275.00	$ 3,327,500.00
	Booster Pump + 20% Contingency				$ 1,800,000.00
Co-Developer Segment					
	DEP Grant Segment Terminus to Prospect Rd	16 Inch	2,900	$ 275.00	$ 797,500.00
Total County/DEP Grant Segment Allocation					**$ 5,127,500.00**
Total Co-Developer Segment Allocation					**$ 797,500.00**

EXHIBIT E
VOPH JOINT FUNDING AGREEMENT
UTD23-0180

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Pasco County Handcart Road Water and Wastewater**
Agreement Number: **LPA0206**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)
Grantee Name: **Pasco County**
Entity Type: **Local Government**
Grantee Address: **8731 Citizens Dr., New Port Richey, FL 34654**
FEID: **59-6000793** (Grantee)

3. Agreement Begin Date: **Upon Execution**
Date of Expiration: **March 31, 2024**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **Lat/Long (28.2843, -82.2456)**
Project Description: **The Grantee will construct a water and wastewater distribution system along Handcart Rd.**

5. Total Amount of Funding: **$6,500,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	**LP, GAA LI 1607A, FY 21-22, GR**	**$6,500,000.00**
☐ State ☐ Federal		
☐ Grantee Match		
	Total Amount of Funding + Grantee Match, if any:	**$6,500,000.00**

6. Department's Grant Manager
Name: **Sue Leitholf** or successor
Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd., MS 3602
Tallahassee, FL 32399-3000
Phone: **(850) 245-2920**
Email: **Susan.Leitholf@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Robert Marin** or successor
Address: **Pasco County BOCC**
19420 Central Blvd
Land O'Lakes, FL 34637
Phone: **813-929-2755**
Email: **rmarin@pascocountyfl.net**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☑ Attachment 2: Special Terms and Conditions
- ☑ Attachment 3: Grant Work Plan
- ☑ Attachment 4: Public Records Requirements
- ☑ Attachment 5: Special Audit Requirements
- ☐ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☐ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☑ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☑ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements for Grants
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Pasco County **GRANTEE**

Grantee Name

APPROVED
IN SESSION
OCT 26 2021
PASCO COUNTY
BCC

By _____
(Authorized Signature)

Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____

Secretary or Designee

Date Signed

Trina Vielhauer, Director of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

COUNTY COMMISSIONERS ORGANIZED JUNE 2nd 1887 PASCO COUNTY FLORIDA

Attest

By: _____
Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

APPROVED
IN SESSION
OCT 26 2021
PASCO COUNTY
BCC

DWRA Additional Signatures

_____
Sue Leitholf, DEP Grant Manager

_____
Sandra Waters, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

27. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0206

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Pasco County Handcart Road Water and Wastewater. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be $200,000 for each person and $300,000 per occurrence.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Additional Terms.

None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Pasco County Handcart Road Water and Wastewater

PROJECT LOCATION: The Project will be located in the Pasadena Hills area within Pasco County; Lat/Long (28.2811, -82.2455). See Figure 1 for a location map.

PROJECT BACKGROUND: The project will provide water and wastewater infrastructure improvements to stimulate economic growth in a currently undeveloped area of Pasadena Hills, a portion of central Pasco County.

PROJECT DESCRIPTION: Pasco County (Grantee) will construct a water and wastewater distribution system including a piping system and appurtenances, a lift station, restoration, project management, and all work necessary to complete the project.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Design and Permitting

Deliverables: The Grantee will complete design of the water and wastewater distribution system and obtain all necessary permits for construction of the project including construction plans and specs.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design (or preconstruction) activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Construction

Deliverables: The Grantee will construct water and wastewater distribution system in accordance with the construction contract documents prepared for the project.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

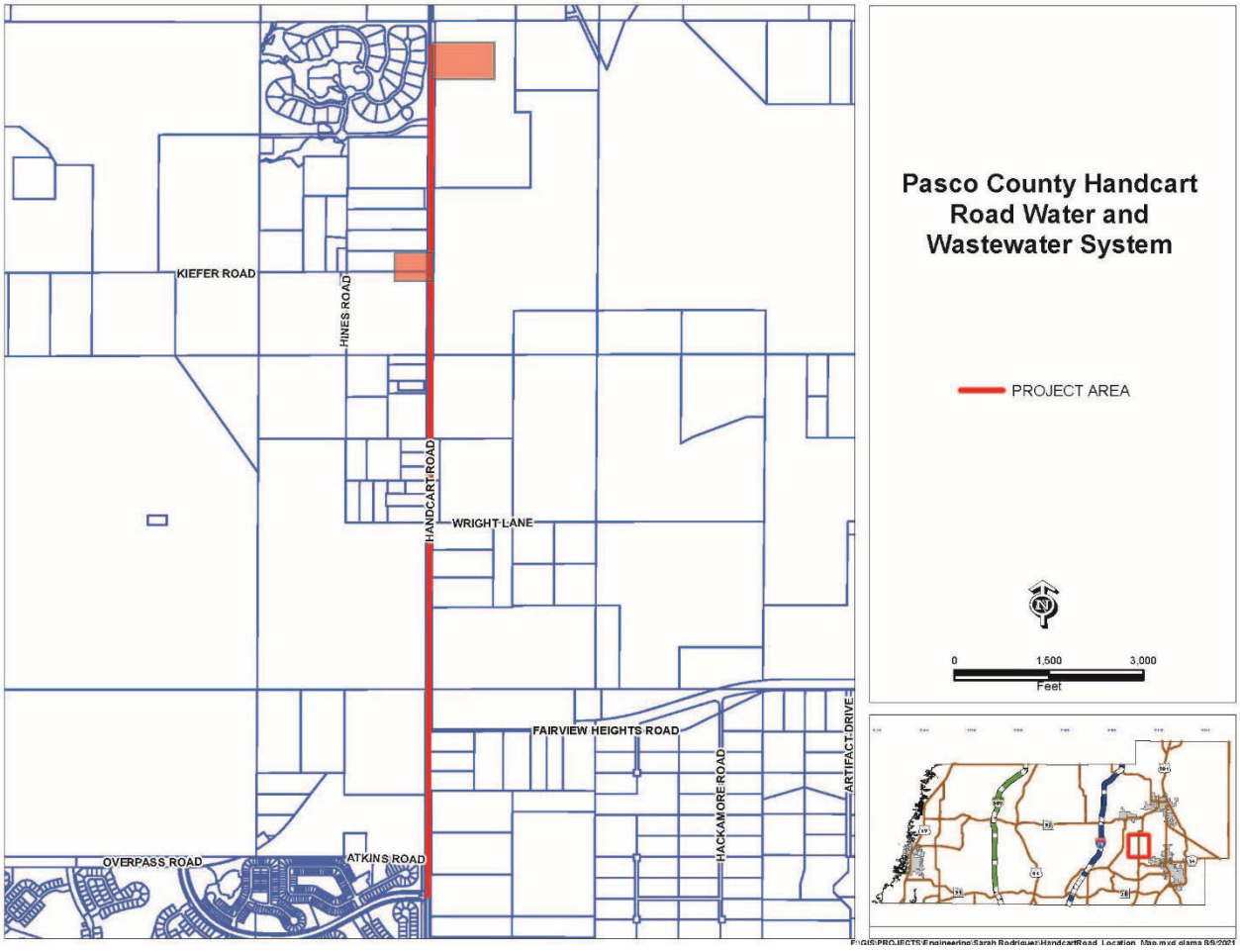
PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	$600,000	07/01/2021	09/30/2023
2	Construction	Contractual Services	$5,900,000	07/01/2021	09/30/2023
		Total:	$6,500,000		

Note: The budget for this project is estimated and subject to change as the project progresses. A change order or amendment is expected to reallocate the budget.

Figure 1. Location Map



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	**State Awarding Agency**	**State Fiscal Year[1]**	**CSFA Number**	**CSFA Title or Funding Source Description**	**Funding Amount**	**State Appropriation Category**
Original Agreement	Department of Environmental Protection	2021-2022	37.039	Statewide Surface Water Restoration and Wastewater Projects	$6,500,000	140047
State Program B	**State Awarding Agency**	**State Fiscal Year[2]**	**CSFA Number**	**CSFA Title or Funding Source Description**	**Funding Amount**	**State Appropriation Category**

Total Award	$6,500,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	LPA0206
Project Title:	Pasco County Handcart Road Water and Wastewater
Grantee Name:	Pasco County
Grantee's Grant Manager:	Robert Marin
Reporting Period:	Select reporting period. Select year.

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Design and Permitting

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 2: Construction

- Progress for this reporting period:
- Identify delays or problems encountered:

Indicate the completion status for the following tasks:

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (Original Ink) Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** UTD22-0012 **DATE:** 10/26/2021

SUBJECT: Agreement No. LPA0206 Standard Grant Agreement – State of Florida Department of Environmental Protection – Pasco County Handcart Road Water and Wastewater; Budget Amendment Journal No. 3; and Recognize Revenue in the Water & Wastewater Capital Fund – $6,500,000.00

REFERENCES: Not Applicable

AGENDA SECTION: Consent Agenda

THRU: Michael Carballa, Assistant County Administrator

FROM: Charles Cullen, Utilities Engineering Director

RECOMMENDED BOARD ACTION:

Approve the Florida Department of Environmental Protection (FDEP) Standard Grant Agreement, Pasco County Handcart Road Water and Wastewater Agreement No. LPA0206 in the amount of $6,500,000.00. Authorize the Chairman to execute one original of the Standard Grant Agreement provided, and direct Board Records to Distribute as set forth under the distribution section below.

Approve Budget Amendment Journal No. 3 in the amount of $6,500,000.00 for Fiscal Year (FY) 2022.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

Pasco County has been awarded through FDEP, $6,500,000.00 to provide water and wastewater infrastructure improvements to stimulate economic growth in the currently underdeveloped area of Pasadena Hills, a portion of central Pasco County.

Pasco County will construct a water and wastewater distribution system including a piping system an d appurtenances, a lift station, restoration, project management, and all work necessary to complete the project as outlined in the Grant Work Plan in Attachment 3 of the Standard Grant Agreement.

The Standard Grant Agreement begins upon execution and expires on March 31, 2024. This grant award does not require any match from Pasco County. This is a cost-reimbursement agreement.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Upon approval of Budget Amendment Journal No. 3, funding in the amount of $6,500,000.00 will be budgeted and available in the Water & Wastewater Capital Fund, Utilities Engineering & Contract Management Department for FY 2022.

DISTRIBUTION:

Board Records to distribute as set forth below:
1. Retain the original Standard Grant Agreement.
2. Electronically to: Joshua Wood, Assistant Director, Public Infrastructure Fiscal and Business Administration Department – jwood@pascocountyfl.net. The Standard Grant Agreement will be sent

electronically to the FDEP and upon execution, a fully executed .pdf will be sent electronically to Board Records.

ATTACHMENT(S):

1. UTD22-0012 FDEP Standard Grant Agreement No. LPA0206 (One Original)
2. UTD22-0012 Budget Amendment Journal No. 3
3. UTD22-0012 Location Map

REVISION/ACCEPTANCE FORM

BOCC MEETING OF: 10/26/2021

AGENDA ITEM #: C42

MEMO FILE #: UTD22-0012

NAME & DEPT: Charles Cullen, P.E. BCEE - Utilities Engineering & Contract Management Director

PHONE NUMBER: 813-235-6189 ext 6977

*****NOTE THE TYPES OF REVISIONS MADE OR DOCUMENTATION LEFT*****

(Page Swap, Revised Memo, Revised Contract/Document, Added Documentation, Received & File Item, Proof of Publication Item, Addendum, Emergency Item)

Original agreement was not sent to Board Records with the agenda memo file.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Pasco County Handcart Road Water and Wastewater**
Agreement Number: **LPA0206**

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)
Grantee Name: **Pasco County** Entity Type: **Local Government**
Grantee Address: **8731 Citizens Dr., New Port Richey, FL 34654** FEID: **59-6000793** (Grantee)

3. Agreement Begin Date: **Upon Execution**
Date of Expiration: **March 31, 2024**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **Lat/Long (28.2843, -82.2456)**
Project Description: **The Grantee will construct a water and wastewater distribution system along Handcart Rd.**

5. Total Amount of Funding: **$6,500,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☑ State ☐Federal	**LP, GAA LI 1607A, FY 21-22, GR**	**$6,500,000.00**
☐ State ☐Federal		
☐ Grantee Match		
	Total Amount of Funding + Grantee Match, if any:	**$6,500,000.00**

6. Department's Grant Manager
Name: **Sue Leitholf** or successor
Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd., MS 3602
Tallahassee, FL 32399-3000
Phone: **(850) 245-2920**
Email: **Susan.Leitholf@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Robert Marin** or successor
Address: **Pasco County BOCC**
19420 Central Blvd
Land O'Lakes, FL 34637
Phone: **813-929-2755**
Email: **rmarin@pascocountyfl.net**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Pasco County **GRANTEE**

Grantee Name

By _____
(Authorized Signature)

APPROVED IN SESSION
OCT 26 2021
PASCO COUNTY BCC

Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____
Secretary or Designee

Date Signed

Trina Vielhauer, Director of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

COUNTY COMMISSIONERS ORGANIZED JUNE 2nd 1887 PASCO COUNTY FLORIDA

Attest

By: _____
Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

APPROVED IN SESSION
OCT 26 2021
PASCO COUNTY BCC

DWRA Additional Signatures

_____
Sue Leitholf, DEP Grant Manager

_____
Sandra Waters, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

27. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0206

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Pasco County Handcart Road Water and Wastewater. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be $200,000 for each person and $300,000 per occurrence.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Additional Terms.

None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Pasco County Handcart Road Water and Wastewater

PROJECT LOCATION: The Project will be located in the Pasadena Hills area within Pasco County; Lat/Long (28.2811, -82.2455). See Figure 1 for a location map.

PROJECT BACKGROUND: The project will provide water and wastewater infrastructure improvements to stimulate economic growth in a currently undeveloped area of Pasadena Hills, a portion of central Pasco County.

PROJECT DESCRIPTION: Pasco County (Grantee) will construct a water and wastewater distribution system including a piping system and appurtenances, a lift station, restoration, project management, and all work necessary to complete the project.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Design and Permitting

Deliverables: The Grantee will complete design of the water and wastewater distribution system and obtain all necessary permits for construction of the project including construction plans and specs.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design (or preconstruction) activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Construction

Deliverables: The Grantee will construct water and wastewater distribution system in accordance with the construction contract documents prepared for the project.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

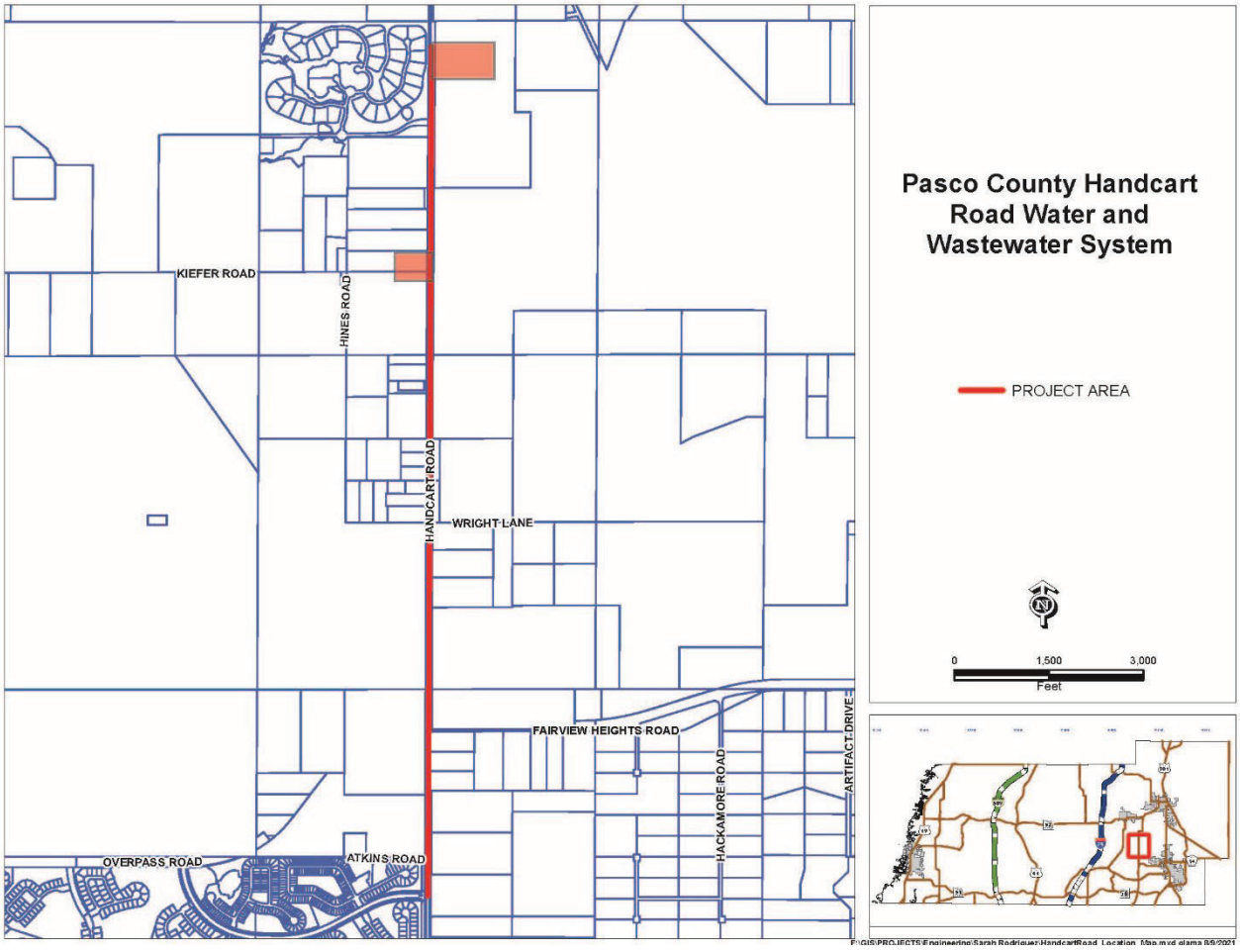
PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	$600,000	07/01/2021	09/30/2023
2	Construction	Contractual Services	$5,900,000	07/01/2021	09/30/2023
		Total:	$6,500,000		

Note: The budget for this project is estimated and subject to change as the project progresses. A change order or amendment is expected to reallocate the budget.

Figure 1. Location Map



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	**State Awarding Agency**	**State Fiscal Year[1]**	**CSFA Number**	**CSFA Title or Funding Source Description**	**Funding Amount**	**State Appropriation Category**
Original Agreement	Department of Environmental Protection	2021-2022	37.039	Statewide Surface Water Restoration and Wastewater Projects	$6,500,000	140047
State Program B	**State Awarding Agency**	**State Fiscal Year[2]**	**CSFA Number**	**CSFA Title or Funding Source Description**	**Funding Amount**	**State Appropriation Category**

Total Award	$6,500,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	LPA0206
Project Title:	Pasco County Handcart Road Water and Wastewater
Grantee Name:	Pasco County
Grantee's Grant Manager:	Robert Marin
Reporting Period:	Select reporting period. Select year.

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Design and Permitting

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 2: Construction

- Progress for this reporting period:
- Identify delays or problems encountered:

Indicate the completion status for the following tasks:

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (Original Ink) Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION / LINE DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND		
2022 01	3	10/01/2021		UT	BUA	BCC 10/26	1	2		
1	24013328	389300	22043	UTIL-HANDCART RD W/WW DISTRIB	PROPRIETARY-ST GRANTS & DON		.00	-6,500,000.00	-6,500,000.00	
	2401-040-410-0000-0000-389300-2201-0000-389300-22043					10/01/2021				
2	24013168	380300		PROPRIETARY NON-OPERATING SRC	BUDGETED RET EARNINGS (NO AFR-)		236,686,706.00	6,500,000.00	230,186,706.00	
	2401-040-400-0000-0000-389000-0000-0000-380300-					10/01/2021				
3	24095020	563000	22043	HANDCART RD W/WW DISTRIB	IMPROVEMENTS OTHER THAN BLDGS		.00	6,500,000.00	6,500,000.00	
	2409-040-410-0000-0000-536 -2201-0000-563000-22043					10/01/2021				
4	24095020	566951		HANDCART RD W/WW DISTRIB	CONTRA CAPITAL EXPENSE		.00	-6,500,000.00	-6,500,000.00	
	2409-040-410-0000-0000-536 -2201-0000-566951-					10/01/2021				
					** JOURNAL TOTAL			0.00		

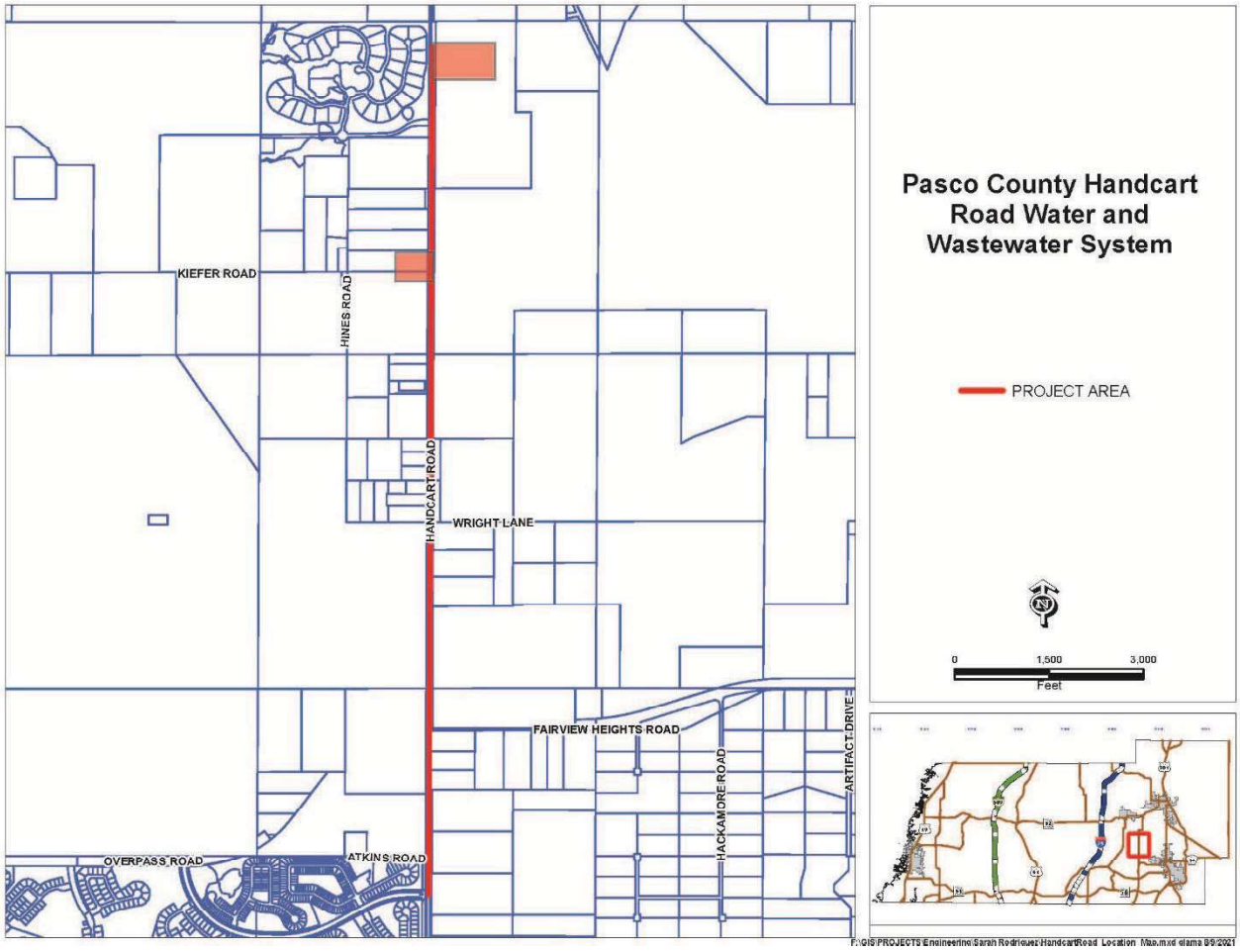
CLERK: htoner

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2022 1 3								
BUA 24013328-389300-22043				PROPRIETARY-ST GRANTS & DON	5			6,500,000.00
10/01/2021 BCC 10/26		UT						
BUA 24013168-380300				BUDGETED RET EARNINGS (NO AFR)	5		6,500,000.00	
10/01/2021 BCC 10/26		UT						
BUC 24095020-563000-22043				IMPROVEMENTS OTHER THAN BLDGS	5		6,500,000.00	
10/01/2021 BCC 10/26		UT	A					
BUC 24095020-566951				CONTRA CAPITAL EXPENSE	5			6,500,000.00
10/01/2021 BCC 10/26		UT	A					
				JOURNAL 2022/01/3 TOTAL			.00	.00

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
				FUND TOTAL	.00	.00

** END OF REPORT - Generated by Heather T. Toner **

Figure 1. Location Map



Pasco County, FL LIVE

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / OBJECT / PROJ / ACCOUNT	ORG DESCRIPTION / LINE DESCRIPTION	ACCOUNT DESCRIPTION / EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND
2023 04	1962	01/31/2023	VOPH		BUA	BCC 2/21	1	1
1	10060680 563000 22033	ORG 10060680	Improvements Other Than Bldgs	5,000,000.00	-5,000,000.00	.00	
	2409-41505-533000-563000-22033-0000-000000-000-0000	REDUCE PROJECT BUDGET	01/31/2023				
2	10060680 563005 22033	ORG 10060680	IOTB-Design	750,000.00	-750,000.00	.00	
	2409-41505-533000-563005-22033-0000-000000-000-0000	REDUCE PROJECT BUDGET	01/31/2023				
3	10060680 565087 00000	ORG 10060680	Contra Capital Expense	-47,399,821.14	5,750,000.00	-41,649,821.14	
	2409-41505-533000-565087-00000-0000-000000-000-0000	INCREASE CONTRA ACCT	01/31/2023				
4	10060680 565087 00000	ORG 10060680	Contra Capital Expense	-47,399,821.14	-1,800,000.00	-49,199,821.14	
	2409-41505-533000-565087-00000-0000-000000-000-0000	DECREASE WTR CONTRA ACCT	01/31/2023				
5	24415010 563000 22043	UT Water Connection Fees	Improvements Other Than Bldgs	.00	1,800,000.00	1,800,000.00	
	2409-41505-536000-563000-22043-0000-000000-000-0000	INCREASE PROJECT BUDGET	01/31/2023				
6	10060690 565087 00000	ORG 10060690	Contra Capital Expense	-118,120,335.46	-757,500.00	-118,877,835.46	
	2409-41510-535000-565087-00000-0000-000000-000-0000	DECREASE WW CONTRA ACCT	01/31/2023				
7	24415130 563000 22043	UT Wastewater Cxn Fees	Improvements Other Than Bldgs	.00	757,500.00	757,500.00	
	2409-41510-536000-563000-22043-0000-000000-000-0000	INCREASE PROJECT BUDGET	01/31/2023				
			** JOURNAL TOTAL		0.00		

Pasco County, FL LIVE

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: alarramore

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2023 4 1962					
BUA 2409-41505-533000-563000-22033-0000-000000-000-0000 01/31/2023 BCC 2/21 VOPH	Improvements Other Than Bldgs REDUCE PROJECT BUDGET	5			5,000,000.00
BUA 2409-41505-533000-563005-22033-0000-000000-000-0000 01/31/2023 BCC 2/21 VOPH	IOTB-Design REDUCE PROJECT BUDGET	5			750,000.00
BUA 2409-41505-533000-565087-00000-0000-000000-000-0000 01/31/2023 BCC 2/21 VOPH	Contra Capital Expense INCREASE CONTRA ACCT	5		5,750,000.00	
BUA 2409-41505-533000-565087-00000-0000-000000-000-0000 01/31/2023 BCC 2/21 VOPH	Contra Capital Expense DECREASE WTR CONTRA ACCT	5			1,800,000.00
BUC 2409-41505-536000-563000-22043-0000-000000-000-0000 01/31/2023 BCC 2/21 BC2/21	Improvements Other Than Bldgs INCREASE PROJECT BUDGET	5		1,800,000.00	
BUA 2409-41510-535000-565087-00000-0000-000000-000-0000 01/31/2023 BCC 2/21 BC2/21	Contra Capital Expense DECREASE WW CONTRA ACCT	5			757,500.00
BUC 2409-41510-536000-563000-22043-0000-000000-000-0000 01/31/2023 BCC 2/21 VOPH	Improvements Other Than Bldgs INCREASE PROJECT BUDGET	5		757,500.00	
				.00	.00
BUA 2409-00000-000000-2C2000-00000-0000-000000-000-0000 01/31/2023 BCC 2/21 VOPH	Appropriations			2,557,500.00	
BUA 2409-00000-000000-2C6000-00000-0000-000000-000-0000 01/31/2023 BCC 2/21 VOPH	Budgeted Fund Bal Unreserved				2,557,500.00
BUC 2409-00000-000000-2C2000-00000-0000-000000-000-0000 01/31/2023 BCC 2/21 VOPH	Appropriations				2,557,500.00
BUC 2409-00000-000000-2C6000-00000-0000-000000-000-0000 01/31/2023 BCC 2/21 VOPH	Budgeted Fund Bal Unreserved			2,557,500.00	
	SYSTEM GENERATED ENTRIES TOTAL			5,115,000.00	5,115,000.00
	JOURNAL 2023/04/1962 TOTAL			5,115,000.00	5,115,000.00

Pasco County, FL LIVE

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
2409 Water & WW Capital Imp Project	2023	4	1962	01/31/2023			
2409-00000-000000-2C2000-00000-0000-000000-000-0000					Appropriations	2,557,500.00	
2409-00000-000000-2C2000-00000-0000-000000-000-0000					Appropriations		2,557,500.00
2409-00000-000000-2C6000-00000-0000-000000-000-0000					Budgeted Fund Bal Unreserved	2,557,500.00	
2409-00000-000000-2C6000-00000-0000-000000-000-0000					Budgeted Fund Bal Unreserved		2,557,500.00
					FUND TOTAL	5,115,000.00	5,115,000.00

** END OF REPORT - Generated by Ashley Larramore **

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** PDD23-0005 **DATE:** 10/25/2022

SUBJECT: Villages of Pasadena Hills - Global Funding and Escrow Agreement

REFERENCES: All Pasadena Hill Planning and Policy Committee (PHPPC), and Board of County Commissioners (BCC) public hearings at 1:30 p.m in New Port Richey (NPR) or Dade City (DC): VOPH PPC in DC: 8/17/22 - BCC in NPR: 10/25/22.

AGENDA SECTION: Consent Agenda

THRU: Sally Sherman, Assistant County Administrator

FROM: Nectarios Pittos, Planning and Development Director

RECOMMENDED BOARD ACTION:

Approve the VOPH Global Funding and Escrow Agreement. Authorize the Chairman to execute the Agreement, and direct Board Records to distribute as set forth under the Distribution Section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

To provide infrastructure for the Villages of Pasadena Hills special planning area, Pasco County and the Co-Developers have mutually agreed to enter into this agreement to induce the Co-Developers and their designated Villages of Pasadena Hills (VOPH) MPUD Owner(s) to privately fund, design, permit, and construct designated roadway and utilities infrastructure projects within the VOPH special planning area. In exchange, said constructing parties who fund the designated infrastructure improvements will receive VOPH Transportation Development Fee and Utility Surcharge Fee Credits consistent with the provisions of the VOPH Financial Plan.

Roadway Infrastructure Projects

Each VOPH-MPUD project is assigned specific projects they will have to design, permit, and construct. Each project will be built to the conditions outlined within the MPUD process. Any change in the obligations of the MPUD must be approved by the County Administrator and relevant Co-Developer as an administrative amendment to this agreement. Currently, The VOPH-MPUDs in this agreement will be responsible for designated segments of the following roads:

- Handcart Road (Primary Road)
- Keifer Road (Primary Road)
- Highland Boulevard (Intermediate Road)
- Tyndall Road (Intermediate Road)
- Prospect Road (Intermediate Road)
- New River Boulevard (Intermediate Road)

Transportation Development Fee Credits

The Designated MPUDs anticipate pre-funding the improvements for each MPUD. Once a deposit is made into the VOPH Roadway Escrow account (a segregated account managed by the Financial Escrow Agent), the County will then provide VOPH Transportation Fee Credits to the applicable Co-Developer or MPUD Owner. Within 45-days after the Financial Escrow Agent confirms funds have been deposited into the VOPH Roadway Escrow Account, the County will issue credits. These credits cannot be used on the VOPH External Improvement Fee or Administrative Fee-these fees

must be paid in cash.

Intermediate Roadway Credits
The 2022 VOPH Financial Plan update (also scheduled for consideration by the BCC on 10/25) if adopted, will provide roadway fee credits for all intermediate roadways (based on a partial allocation of the existing tax increment previously approved in VOPH). This would make both primary and intermediate roads creditable within VOPH and will encourage needed roadway construction within VOPH.

Utility Infrastructure Projects
The County has entered into a grant agreement with the State of Florida Department of Environment Protection (DEP) for designated utility projects within VOPH and desires the Co-Developers to be the constructing entity for the DEP Grant Project. As the constructing entity, the Co-Developers also shall design, permit, and construct additional VOPH Master Utility Projects within this agreement. The funding for any excess costs for the County Master Utility Projects beyond the $6.5 million DEP Grant reimbursement amount will be the subject of a Supplemental Agreement between PCUD and the Co-Developers.

County Master Utility Projects
1. Handcart Road Master Potable Water Transmission Line Extension & Appurtenances (also known as the Main Potable Water System Extension)
2. Handcart Road Main Sanitary Sewer Collection System Extension (also known as the Handcart Main Sanitary Sewer Transmission Line)

Developer Utility Projects
Developers will also be responsible for additional utility projects, which will include: potable water, wastewater, and reclaimed water transmission lines and are located in the following road segments:

- Handcart Road
- Keifer Road
- Highland Boulevard
- Tyndall Road
- New River Boulevard

VOPH Utility Projects Funding and Surcharge Fee Credits
VOPH Utility Surcharge Fees and Credits will work similarly to the Transportation Development Fee Credits, except that utility credits apply only to utility surcharges and not to base utility connection fees.

Supplemental Agreements
This agreement contemplates the negotiation for two additional supplemental agreements: (1) the PCUD Supplemental Agreement for any excess costs for the County Master Utility Projects beyond the DEP Grant amount (see above), and (2) a potential agreement between PDD and the Co-Developers to facilitate review of public roadway construction plans through third-party outsourcing to qualified engineering review consultants (subject to BCC approval).

VOPH Planning and Policy Committee Recommendation
On August 17, 2022, the VOPH Planning and Policy Committee recommended approval of the VOPH Global Funding and Escrow Agreement to the Board of County Commissioners.

This memo was prepared by Gavin Covey, Project Coordinator III.

FISCAL IMPACT/COST/REVENUE STATEMENT:

With the exception of the County Master Utility Projects (which will be addressed by supplemental agreement), all funding of the required roadway and utility projects, and all funding for the Financial Escrow Agent and Engineer Verification Agent, will be provided by the applicable Co-Developer(s) or MPUD Owner(s) in exchange for applicable Transportation Development Fees and Utility Surcharge Fee Credits.

DISTRIBUTION:

Board Records Department to distribute as set forth below.

1. Retain 1 original
2. 2 originals back to Joel Tew

    Joel R. Tew, Esquire
    35595 U.S., Highway 19, North
    #921
    Palm Harbor, FL 34684

3. Electronically to:

    Joel Tew - JTew@tewlaw.us
    Mark Metheny - mmetheny@westbaytampa.com
    Beth Bradburn - bbradburn@westbaytampa.com
    Mike Galvin - mike@galvincompany.com
    Wilhelm Nunn - wnunn@westbaytampa.com
    Bill Oliver - bill@weo-pe.com
    Robert Gidel - rob.gidel@phelps.com
    David Goldstein – dgoldstein@pascocountyfl.net
    Ernie Monaco – emonaco@pascocountyfl.net

ATTACHMENT(S):

1. PDD23-0005 VOPH Global Funding and Escrow Agreement (1)

cc:SS/NP/DG/EM

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

October 28, 2022

Joel R. Tew, Esquire
35595 U.S., Highway 19, North
#921
Palm Harbor, FL 34684

RE: Global Funding and Escrow Agreement
C15 PDD23-0005

Dear Sir/Madam:

At the Pasco County Board of County Commissioners meeting of October 25, 2022, the above mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Agenda", click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Jessica L Popplewell

Jessica L Popplewell
Records Clerk I, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

Popplewell, Jessica

From: Popplewell, Jessica
Sent: Friday, October 28, 2022 8:45 AM
To: 'JTew@tewlaw.us'; 'mmetheny@westbaytampa.com'; 'bbradburn@westbaytampa.com'; 'mike@galvincompany.com'; 'wnunn@westbaytampa.com'; 'bill@weo-pe.com'; 'rob.gidel@phelps.com'
Cc: Schmidt, Donalee; Egbert, Shannon; 'David Goldstein'; Ernest D. Monaco (emonaco@pascocountyfl.net)
Subject: BCC 10-25-2022 - C15 PDD23-0005 - Villages of Pasadena Hills - Global Funding and Escrow Agreement
Attachments: BCC 10-25-2022 - C15 PDD23-0005 - Executed Agreement.pdf

Good morning,

At the Pasco County Board of County Commissioners meeting of October 25, 2022, the above mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Agenda", click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

PLEASE REPLY TO ALL

Jessica L Popplewell
Records Clerk I
Deputy Clerk
Board Records Division

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller
East Pasco Government Center
14236 6th Street, Suite 201
Dade City, Fl 33525
(352) 521-4274 ext. 4340
jpopplewell@pascoclerk.com

#ServeAndConnect

FUNDING & ESCROW AGREEMENT
FOR ROADWAYS & UTILITIES CAPITAL INFRASTRUCTURE
VILLAGES OF PASADENA HILLS (VOPH)
DESIGNATED VOPH-MPUD PROJECTS

VOPH Master Development Company, LLC
& Galvin Land Services, LLC

THIS FUNDING & ESCROW AGREEMENT (the "**Agreement**") is made and entered into effective as of the Effective Date (as defined herein), by and between **PASCO COUNTY, FLORIDA,** a political subdivision of the State of Florida ("**Pasco County**" or the "**County**"), by and through its Board of County Commissioners, the governing body thereof, and **VOPH Master Development Company, LLC,** a Florida limited liability company ("**VOPH Master**"), whose address is 4065 Crescent Park Drive, Riverview, FL 33578, and **Galvin Land Services, LLC**, a Florida limited liability company ("**Galvin**"), whose address is 121 Snell Isle Blvd., St. Petersburg, FL 33704 (VOPH Master and Galvin also are referred to herein as the "**Co-Developers**" and each may be referred to herein as a "**Developer**" where the context requires), and is joined in by the individual MPUD applicant entities identified herein, their successors and assigns, as third-party beneficiaries only (individually a "**VOPH-MPUD Owner**" or jointly the "**VOPH-MPUD Owners**"), with reference to the following matters:

RECITALS

A. The County previously established the Villages of Pasadena Hills ("**VOPH**") as a special planning area, including the creation of a Dependent Special District (the "**District**") and establishment of a Stewardship District Ordinance, VOPH Financial Plan, VOPH Master Utility Plan, VOPH Master Roadway Plan, and specific Land Development Code ("**LDC**") regulations applicable to VOPH (as previously or hereafter amended, collectively the "**VOPH Enabling Documents").**

B. In order to provide substantial VOPH master infrastructure facilities required for the commencement of development and thereby to secure a material portion of the anticipated VOPH master infrastructure capital improvements contemplated by the VOPH Financial Plan,, the Co-Developers and the County mutually desire to enter into this Agreement to facilitate the implementation of portions of the VOPH Financial Plan, VOPH Master Utility Plan, and VOPH Master Roadway Plan for a designated number of VOPH-MPUD projects anticipated to commence near-term development on a phased basis (as now or hereafter identified pursuant to this Agreement, the "**Designated VOPH-MPUDs**").

C. The County has entered into a State of Florida Department of Environmental Protection (DEP) Standard Grant Agreement, LPA0206, which provides $6,500,000 on a reimbursement basis for the Handcart Road Water and Wastewater Project.

D. Consequently, this Agreement is intended to specify certain infrastructure and other commitments required to support the respective, Designated VOPH-MPUDs, and the process and conditions for implementation of such capital infrastructure improvements by either Co-Developer as the Constructing Entity (defined below) for the applicable VOPH-MPUD Owner(s) or the County, as applicable.

E. With respect to any VOPH-MPUD already owned by a Co-Developer, this Agreement shall be immediately applicable thereto. However, this Agreement shall apply to and govern the ownership and future development of the other Designated VOPH-MPUDs only if and as of the date the designated VOPH-MPUD Owner(s) acquire record title to the applicable VOPH-MPUD land. This Agreement shall not encumber or otherwise cloud the title to any Designated VOPH-MPUD land until such time as the designated VOPH-MPUD Owner, its successor or assign, acquires record title to same and notice is provided by the applicable Developer to the County pursuant to Section 3.a., below.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth herein, the County and the Developer agree as follows:

AGREEMENT

1. **Recitals & Exhibits**. The above recitals are true and correct, and together with all exhibits hereto, are incorporated by reference herein and made a part of this Agreement.

2. **Intent & Purpose.** It is the intent and purpose of this Agreement to induce the Co-Developers and the applicable VOPH-MPUD Owner(s) to fund, design, permit and construct certain VOPH master roadway and master utility infrastructure projects, in exchange for certain VOPH Transportation Credits and Utility Credits (as defined herein and collectively the "**VOPH Fee Credits**"). Consequently, this Agreement provides for (i) certain procedures that will enhance the development feasibility of VOPH and facilitate future regulatory approvals and permit issuance for the designated master infrastructure work, (ii) specifically identified Developer and VOPH-MPUD Owner commitments for certain master public infrastructure to support VOPH, (iii) the process for funding the costs for the designated public infrastructure improvements and for the verification, issuance and use of the applicable VOPH Fee Credits, and (iv) the earmark, allocation and use of certain State of Florida funding provided to the County for the Handcart Road County Utility Project (as defined herein).

3. **Designated VOPH-MPUDs; Public Infrastructure Permitting.**

   a. **Designated VOPH-MPUDs; Applicability**. The initial VOPH-MPUDs which shall be governed by this Agreement (the "**Designated VOPH-MPUDs**") and their respective, contemplated VOPH-MPUD Owner entities are set forth on **Exhibit A** hereto. The listed VOPH-MPUD Owner(s) are either fee simple record owners or contract vendees having an equitable ownership interest in the respective Designated VOPH-MPUD. As stated in Recital D, above, this Agreement shall not apply to or otherwise bind any Designated VOPH-MPUD unless and until (i) said VOPH-MPUD is approved by the County and (ii) the applicable VOPH-MPUD Owner, or its successor or assign as designated by the applicable Developer, acquires record title to such VOPH-MPUD and provides written notice of such closing date of record to the County pursuant to this Agreement. The applicable Developer and the County Administrator (or Designee) by mutual agreement also shall have the right to identify additional VOPH-MPUDs as a Designated VOPH-MPUD under this Agreement, in which event the County Administrator or the County Administrator's Designee shall add such additional Designated VOPH-MPUDs (with applicable designated master roadway and/or utility infrastructure) by administrative amendment to this Agreement. The applicable Developer for such VOPH-MPUD shall provide notice to the County

Administrator or the County Administrator's Designee, including a copy of the recorded deed, when this Agreement is activated by record ownership for the respective Designated VOPH-MPUDs. Nothing in this Agreement shall obligate the BCC to approve any specific MPUD listed on Exhibit A or subsequently added to this Agreement as set forth above, which MPUD rezoning approval(s) remain subject to normal County process and requirements.

b. **Master Public Infrastructure Approvals and Permits.** Pasco County shall accept and process pursuant to the Land Development Code the applications for all Pasco County approvals, permits, and permit modifications reasonably necessary for the design, permitting and/or construction of any public infrastructure or related matters covered by this Agreement. Without limiting the foregoing, the anticipated construction plan and permit review is expected to include the following matters to the extent they are related to the matters set forth in this Agreement:

i. **VOPH Master Roadway Plan improvements;**

ii. **VOPH Master Utility Plan improvements;**

iii. **Alternative Vehicle (AV) or other Alternative Transportation Network improvements to the extent part of the Master Roadway Plan improvements;**

iv. **Storm Water System plans, permits and construction related to master roadway or master utilities infrastructure;**

v. **Wetland and/or flood plain impact/compensation, and other mitigation plans, permits, and construction related to master roadway or master utilities infrastructure; and**

vi. **Mass Grading and/or Right-of-Way Use permits to implement any of the foregoing items**

c. **Public Infrastructure Plan Review Process**. Subject to mutual approval by the Planning & Development Department (PDD) and the Co-Developer(s), the plans and permit applications submitted for the public roadway infrastructure pursuant to this Agreement, if submitted as stand-alone plans (not combined with internal subdivision plans), may be outsourced to a qualified third-party engineering consultant (the "**Road Plan Review Consultant**"). Such supplemental agreement is subject to mutual agreement between PDD and the Co-Developer(s) and may include the following: (i) the timeline and costs for the initial third-party review by the Road Plan Review Consultant; (ii) the timeline and review fees for final County review and approval after submittal by the Road Plan Review Consultant; and (iii) the potential award of VOPH Planning & Review Administrative Fee credits to the Co-Developer(s) for the Road Plan Review Consultant expenses (and subject to BCC approval, if legally required). Any such Road Plan Review Consultant process shall not apply to any internal VOPH-MPUD subdivision improvement plans or infrastructure plans which are combined with internal subdivision improvement plans, which shall be subject to standard review process by applicable County departments. All public utilities infrastructure plans and permit applications shall be processed exclusively by PCUD as set forth in Section 5.g., below, of this Agreement.

4. **Designated Master Roadway Pipeline Projects; Phasing Plan; Funding Process; Escrow Arrangement; VOPH Transportation Development Fee Credits.**

a. **Initial Designated Master Roadway Plan Pipeline Projects; Additional Projects.** The County and the Co-Developers have agreed on the initial "**Designated Master Roadway Pipeline Projects**" identified on **Exhibit B-1** hereto, which also are graphically depicted on **Exhibit B-2** hereto. The initial Designated Master Roadway Pipeline Projects identified on Exhibits B-1 and B-2 are allocated and linked to the respective Designated VOPH-MPUD which has been obligated or will be obligated to design, permit, and construct the respective Master Roadway Pipeline Improvement(s), pursuant to its VOPH-MPUD County approval process for each such VOPH-MPUD. The list of roadway obligations identified in Exhibit B-1 and B-2 are subject to change as a result of the VOPH-MPUD review and approval process; in the event that any such obligations change, the County Administrator and specified Co-Developer(s) shall approve administrative amendments to Exhibit B-1 and B-2 to conform this Agreement to the approved VOPH-MPUD conditions of approval, and provide copies of the amended Exhibits to the Engineer Verification Agent and Financial Escrow Agent. Either Co-Developer shall have the right to designate, subject to approval by the County Administrator or the County Administrator's Designee, additional Designated Master Roadway Pipeline Projects identified within and linked to additional Designated VOPH-MPUDs owned or controlled by such Co-Developer, in which event such additional Designated VOPH-MPUDs and the respective additional linked Designated Master Roadway Pipeline Projects shall be added to this Agreement by administrative amendment executed by the County Administrator or designee and the specified Co-Developer (with copies provided to the Engineer Verification Agent and Financial Escrow Agent), and joined in by such additional Designated VOPH-MPUD as a third-party beneficiary of this Agreement.

b. **Phasing Plan; Subsequent Revisions.** The County and the Co-Developers have agreed on the "**Initial Phasing Plan for Designated Master Roadway and Developer Utility Pipeline Projects**" set forth on **Exhibit C** hereto. The sequencing for the individual VOPH-MPUD roadway projects may change or overlap, such projects may be designed, permitted or constructed in phases, and concurrent or combined roadway project design, permitting and/or construction may occur in the sole discretion of either Co-Developer; however, the applicable Co-Developer shall meet the "Initial Commencement Date" for each such roadway project phase as set forth on Exhibit C and shall complete each project phase by not later than the completion date set forth for each such roadway project phase on Exhibit C, subject to Force Majeure (as defined in Section 13.v. of this Agreement). In addition, the phasing plan for the individual pipeline projects may be modified by the applicable Co-Developer with the consent of the County Administrator or the County Administrator's Designee, through administrative amendment to the applicable exhibits to this Agreement, provided that (a) the functionality of the VOPH roadway capacity intended to serve the applicable Designated VOPH-MPUD at such time is not adversely impacted by such modifications (as reasonably determined by the County Administrator or his/her Designee), and (b) copies of the amended phasing plan are provided to the Engineer Verification Agent and Financial Escrow Agent. The County acknowledges and agrees that the Co-Developers shall not be required to be the Constructing Entity or otherwise responsible for any roadway segments or other transportation improvements related to

any County roadway project or to any other development project which is not a Designated VOPH-MPUD initially or hereafter identified by a Co-Developer as owned or controlled by such Co-Developer, pursuant to this Agreement. With respect to any Designated Master Roadway Pipeline Project identified by this Agreement or subsequently designated as authorized above, either Co-Developer (or its designee) shall have the right upon thirty (30) days' prior written notice to the Engineer Verification Agent, the Financial Escrow Agent, the County and the other Co-Developer to assume responsibility for funding, design, permitting and construction thereof in the event (i) the Co-Developer or Designated VOPH-MPUD Owner originally assigned such roadway pipeline project fails to pursue same as and when required by this Agreement or (ii) the roadway pipeline project otherwise becomes necessary to serve another Designated VOPH-MPUD Project at an earlier date, due to actual project development sequencing within VOPH. In such case the Co-Developer or Designated VOPH-MPUD Owner which actually provides the funding to the Roadway Escrow Account or otherwise designs, permits, constructs and pays for the roadway pipeline shall receive the Transportation Credits for such roadway pipeline under this Agreement.

c. **Prepayment of VOPH Roadway Pipeline Project Costs; Alternative Funding Options.** The Co-Developers' initial funding mechanism for the Designated Master Roadway Pipeline Projects is intended to be the pre-payment of projected costs for each such Designated Master Roadway Pipeline Project as allocated to each Designated VOPH-MPUD, pursuant to the funding schedule set forth in Section 4.e., below, in exchange for the "Transportation Credits" as defined in Section 4.f. below. Such Co-Developer pre-payment of projected roadway pipeline costs or other Alternative Funding Source (defined below) may occur at any time prior to the funding schedule deadlines set forth in Section 4.e., below, and Exhibit C, in the discretion of the applicable Co-Developer or the applicable VOPH-MPUD Owner. All such prepaid amounts shall be earmarked and deposited by the "Financial Escrow Agent" (defined below) directly into the "VOPH Roadway Escrow Account" as provided in Section 4.d., below, and held, disbursed, and administered as required by this Agreement. Either Co-Developer also may elect in its discretion, in whole or in part, to fund the VOPH Roadway Escrow Account through Community Development District (CDD) funding in accordance with applicable law, capital funding from the Co-Developer and/or the applicable VOPH-MPUD Owner(s), or other private funding sources (jointly and severally the "**Alternative Funding Source**"). The initial funding amounts for the respective Developer Master Roadway Pipeline Projects shall be based upon (i) the project engineer's opinion of probable cost ("OPC") for each respective pipeline project, inclusive of design, permitting, construction, testing/inspection, and other construction contract costs, (ii) a pre-deposit for the aggregate Financial Escrow Agent fees and the aggregate Engineer Verification Agent fees for the first three (3) year period commencing with the first such escrow deposit under this Agreement (a 3-year total of $140,000 for the Financial Escrow Agent fees and a 3-year total of $337,842 for the Engineer Verification Agent fees), and (iii) any other known or anticipated costs (such as any applicable right-of-way acquisition costs), but subject to subsequent reconciliation and adjustment when the final, selected contract bid(s) are received for each applicable pipeline project. The Developer shall provide any additional funding to the Financial Escrow Agent that is required to pay the actual costs incurred for each applicable Developer Master Roadway Pipeline Project, if the initial deposit of funds for such project are not sufficient. Any funds deposited into the VOPH Roadway Escrow Account by a Co-Developer or any Designated VOPH-MPUD,

whether from pre-paid roadway pipeline costs or any Alternative Funding Source, shall be governed by this Agreement. The County shall not be required to contribute to the VOPH Roadway Escrow Account.

d. **VOPH Roadway Escrow Account.** The Financial Escrow Agent shall establish a segregated escrow account for the private funding provided by the Co-Developers and/or the Designated VOPH-MPUD Owner(s) pursuant to Section 4.c., above, for the exclusive purpose of funding the Designated VOPH Master Roadway Pipeline Projects identified in this Agreement from time to time (the "**VOPH Roadway Escrow Account**"). The funds deposited into the VOPH Roadway Escrow Account shall not be commingled with any other funds nor any funds related to any other developer's projects or any other VOPH developer(s) or VOPH-MPUD ownership entities not initially or hereafter identified and included by the Co-Developers under this Agreement. However, the County reserves the right to make other, independent business arrangements with other developers or owners within VOPH for other roadway improvements required for unrelated VOPH-MPUDs not owned, controlled by, or affiliated with the Co-Developers, in the sole discretion of the County. However, any such unrelated projects shall be governed by separate agreement(s) between the County and such unrelated developer(s) and the VOPH Roadway Escrow Account required herein shall be utilized and administered by the Financial Escrow Agent solely for the Co-Developer's Designated VOPH Master Roadway Pipeline Projects as set forth in this Agreement.

e. **VOPH Roadway Escrow Account Funding Schedule**. The Co-Developers anticipate closing on the respective VOPH-MPUD projects over time; therefore, the required funding schedule for the respective Designated Master Roadway Pipeline Project(s) which are linked to each separate Designated VOPH-MPUD, shall be based upon the schedule set forth in **Exhibit C** as to each Designated VOPH-MPUD. By way of clarification, in the event either Co-Developer or its designated VOPH-MPUD Owner fails to fund the VOPH Escrow Account when required pursuant to Exhibit C, then: (i) no Transportation Credits (defined below) shall be awarded to such Co-Developer for such VOPH-MPUD unless and until such funding occurs, and (ii) the applicable Master Roadway Pipeline Project(s) which are linked to such VOPH-MPUD pursuant to each respective VOPH-MPUD approval, shall remain an obligation of such VOPH-MPUD Owner in order for development to proceed for such VOPH-MPUD, unless such project(s) first is/are constructed by others pursuant to any separate VOPH-MPUD approvals by the County. If the applicable Co-Developer or its Designated VOPH-MPUD Owner does not pre-fund the VOPH Roadway Escrow Account for a designated roadway pipeline project as contemplated herein, then no Transportation Credits for such roadway pipeline until such construction is completed and costs are verified pursuant to this Agreement. All final Transportation Fee Credits shall be verified and reported by the Engineering Verification Agent and the Financial Escrow Agent pursuant to the terms of this Agreement and shall be adjusted as required when confirmed and ratified by the County pursuant to Section 6 below.

f. **VOPH Transportation Development Fee Credits; Use and Assignment.** As a material inducement for the Co-Developers and the Designated VOPH-MPUD Owners to enter into this Agreement and to fund the VOPH Roadway Escrow Account, the County agrees that the applicable Co-Developer (or its designee in its sole discretion) shall receive VOPH Transportation Development Fee Credits (the "**Transportation Credits**") for a portion (as specified below) of the initial deposits with the Financial

Escrow Agent, which Transportation Credits shall be issued by the County within forty-five (45) days of the date that the Financial Escrow agent confirms to the County that funds have been deposited into the VOPH Roadway Escrow Account, so that the Transportation Credits shall thereafter be immediately usable and assignable by the Co-Developer and its designee(s). The Co-Developers and their respective designee(s) shall be allowed to use and/or assign the Transportation Credits (i) against applicable VOPH Transportation Development Fees (both base mobility fees and surcharges, if any) for any Designated VOPH-MPUD, (ii) by and through registration on the VOPH Fee Credit Registry pursuant to the County's adopted policies applicable thereto, and/or (iii) for private sale and assignment to any other VOPH owners, developers, builders, CDDs, or other persons or entities within VOPH not included within this Agreement, in the sole discretion of the Co-Developer or its designee(s). Pursuant to the VOPH Enabling Documents, however, the Transportation Credits shall not be used against the VOPH External Improvements Fee (which includes the SIS and Transit portions) or the Administrative Fee portion of the applicable VOPH base mobility fees, which must be paid to the County in cash by the applicable VOPH-MPUD developer(s) or builder(s). With respect to the issuance of the Transportation Credits to the applicable co-Developer (or its designee) as provided herein, upon the deposit of the Co-Developer's or VOPH-MPUD Owner(s)' funds into the VOPH Roadway Escrow Account, Transportation Credits shall be issued by the County to the Co-Developer or its designee for ninety percent (90%) of such amount tendered, as the "Interim Credit Amount." Once the Financial Escrow Agent confirms to the County the amount and owner of the Interim Credit Amount, the County shall create a Transportation Credit account for such owner for the Interim Credit Amount. Thereafter, Transportation Credits up to the Interim Credit Amount shall be usable or assignable by the Co-Developer or its designee. At any time after funding for a specific project in the VOPH Roadway Escrow Account, the Co-Developer shall submit documentation to revise the amount so required for the applicable project, based upon receipt of either an updated OPC, revised bid amount, or interim contract change. In the event of such interim adjustment, the amount(s) required to be funded into the VOPH Roadway Escrow Account shall be revised accordingly, with any shortfall to be paid by the Co-Developer into the VOPH Roadway Escrow Account within fifteen (15) days thereafter (with 90% Interim Credits also issued by the County for such additional deposit amount within forty-five (45) days of the County receiving written confirmation of the additional deposit from the Financial Escrow Agent). Upon completion of the applicable project and final reconciliation of the VOPH Roadway Escrow Account, which reconciliation shall be made by the Engineer Verification Agent and Financial Escrow Agent within forty-five (45) days after the Final Disbursement (as defined in Section 11.f.), the Co-Developer's (or its designee's) Transportation Credit account shall be adjusted by the County to equal the final, total amount expended from the VOPH Roadway Escrow Account for the applicable project (the "Final Credit Amount"). Any unused cash amounts tendered by the Co-Developer or its designee into the VOPH Roadway Escrow Account for the applicable project then shall be disbursed and returned to the applicable Co-Developer or its designee, within fifteen (15) days after the final VOPH Roadway Escrow Account reconciliation is made for said project.

g. VOPH Financial Plan Update; Intermediate Roadway Credits. In order to support the award of Transportation Credits for the number of off-site intermediate roadways included herein and also to include on-site intermediate roadways as creditable

improvements, the County has requested and the Co-Developers have agreed to provide a proposed VOPH Financial Plan update to the County which will include an analysis of the roadway budget impact to provide credits for all intermediate roadways (in addition to primary roadways) within VOPH. In connection with such Financial Plan update, the availability of a portion of the future tax increment funding within VOPH will be taken into account. Upon completion and delivery of the required budget analysis the County agrees to process such VOPH Financial Plan update concurrently or soon after the date of this Agreement and in accordance with the VOPH Enabling Documents, for consideration by the Board of County Commissioners.

5. **Designated Master Utility Pipeline Projects; Phasing Plan; Funding Process; Escrow Arrangement; VOPH Utility Surcharge Fee Credits; Internal MPUD Requirements.**

a. **County Master Utility Pipeline Projects.** The County and the Co-Developers have agreed on the following County master utility projects for VOPH which shall be implemented through either of the Co-Developers or their designee as the "**Constructing Entity**" (also referred to as the "**Developer**" below) for the County (collectively the "**County Utility Projects**"):

(i) Handcart Road Master Potable Water Transmission Line Extension & Appurtenances. As the County's designated Constructing Entity pursuant to Section 8, below, the Developer shall design, permit and construct, pursuant to plans approved by the Pasco County Utilities Department (PCUD), the "**Handcart Main Potable Water Transmission Line**" as conceptually depicted on **Exhibit D-1**. At a minimum, such plans shall include (x) the initial 16-inch main transmission line (or larger if specified by the County), (y) all required booster pumps and other appurtenances, and (z) all storage facilities required to extend the existing main potable water transmission line from its existing terminus in Handcart Road northward to Kiefer Road, with sufficient potable water and fire suppression capacity and pressure to serve not less than 6,000 equivalent residential units ("ERU's") in such intended initial VOPH service area (such approved plans collectively are referred to herein as the "**Main Potable Water System Extension**"). The County agrees to fund the design, permitting and construction costs for the Main Potable Water System Extension pursuant and subject to Section 5.b., below. The County agrees to be the permit applicant for the Main Potable Water System Extension (but not for any private developer project improvements) and shall provide the system-wide capacity required from time-to-time to serve the Designated VOPH-MPUDs pursuant to the VOPH Enabling Documents. Applicable VOPH potable water commitment/surcharge fees and connection/service fees shall apply to all parcel developers and users within VOPH, as specified in the VOPH Enabling Documents as adopted by the County from time-to-time. No VOPH Utility Surcharge Fee Credits (defined below) shall be awarded to Developer for any portion of the Handcart Main Potable Water System Extension that is funded by the County.

(ii) Handcart Road Main Sanitary Sewer Collection System Extension. As the County's designated Constructing Entity pursuant to Section 8, below, the Developer shall design, permit and construct, pursuant to plans approved by the PCUD, the "**Handcart Main Sanitary Sewer Transmission Line**" as conceptually depicted on **Exhibit D-2.** At a minimum such plans shall include the primary 12-inch sanitary sewer collection/transmission line (or larger if specified by the County) and any related pumps or other appurtenances required to extend the existing main sanitary sewer

transmission line from its existing terminus in Handcart Road north to Kiefer Road, with sufficient capacity to serve not less than 6,000 ERU's in such intended initial VOPH service area (such approved plans collectively are referred to herein as the "**Main Sanitary Sewer Collection System Extension**"). The County agrees to fund the design, permitting and construction costs for the Handcart Main Sanitary Sewer Transmission Line pursuant and subject to Section 5.b., below. The County agrees to be the permit applicant for the public project improvements (but not any private developer improvements)and shall provide the system-wide treatment capacity required from time-to-time to serve the Designated VOPH-MPUDs pursuant to the VOPH Enabling Documents. Applicable VOPH sewer commitment/surcharge fees and connection/service fees shall apply to all parcel developers and users within VOPH as specified in the VOPH Enabling Documents as adopted by the County from time-to-time. No VOPH Utility Surcharge Fee Credits (defined below) shall be awarded to Developer for any portion of the Handcart Main Sanitary Sewer Collection System Extension that is funded by the County.

(iii) **Schedule for County Utility Projects**. The Developer and PCUD agree that the schedule for design, permitting, award of bid(s), and construction of each of the County Utility Projects identified above shall comply with the process and deadlines (to be set by the County) required for the County to meet the terms and conditions of that certain Standard Grant Agreement (LPA 0206) between the County and the State of Florida Department of Environmental Protection (DEP) for "Pasco County Handcart Road Water and Wastewater" (the "DEP Grant Agreement").

b. County Utility Project(s) Funding Agreement. The DEP Grant Agreement provides for County reimbursement from the State of Florida for the two (2) County Utility Projects identified in Sections 5.a (i) and 5.a.(ii) above, up to the amount of $6,500,000.00 the ("**VOPH State Funding**"). To comply with the VOPH State Funding reimbursement requirements, the County and the Developer(s) agree to negotiate in good faith to agree upon the following matters within sixty (60) days after the Effective Date of this Agreement:

i. a master utility plan ("MUP") for the County Utility Projects, including the sizing and scope for the main transmission lines, booster pumps, storage facilities, and other required appurtenances;
ii. a preliminary budget for the County Utility Projects based on the MUP and the VOPH Enabling Documents;
iii. a County Utility Projects Reimbursement Agreement (which shall be deemed a supplement to this Agreement) which includes the process and requirements pursuant to the DEP Grant Agreement, which currently expires on March 31, 2024, for the County to receive the VOPH State Funding reimbursement amount; and
iv. the funding source(s) and process for the County Utility Projects (but excluding any "Developer Utility Projects" (defined below) for any required transmission line extensions outside the County Utility Projects), including any additional amounts required for the County Utility Projects beyond the VOPH State Funding Amount. The funding and disbursements for the County Utility Projects shall be managed entirely by the County, and the Financial Escrow Agent and Engineer Verification Agent shall not have any responsibility for managing the County Utility Projects or for administering or requesting reimbursements under the DEP Grant Agreement.

c. **Initial Developer Master Utility Projects; Phasing Plan; Additional Projects.** Apart from the County Utility Projects identified in Section 5.a., above, the County and the Developer have agreed that the applicable Co-Developer or its Designated VOPH-MPUD(s) shall design, permit and construct the additional VOPH master utility projects (the "**Developer Utility Projects**") to the extent necessary (after the County Utility Projects) to complete the master transmission lines identified on **Exhibit E-1** (as to potable water transmission lines), **Exhibit E-2** (as to wastewater transmission lines), and **Exhibit E-3** (as to reclaim transmission lines), attached hereto. The Developer Utility Projects are linked and allocated to the respective VOPH-MPUDs, as graphically depicted on Exhibits E-1 through E-3, and more specifically described on **Exhibit E-4** hereto. The "**Initial Phasing Plan for Designated Master Roadway & Developer Utility Pipeline Projects**" as set forth in **Exhibit C** shall apply to the Developer Utility Projects on the same schedule and in the same manner as to the Designated Master Roadway Pipeline Projects applicable to each individual VOPH-MPUD. Not later than the commencement of site development for each respective VOPH-MPUD, the VOPH-MPUD Owner, its successor or assign, shall initially fund the VOPH Utility Escrow Account (defined below) for each of the Developer Utility Projects linked and allocated to such VOPH-MPUD, based upon the amount of the project engineer's OPC for each respective Developer Utility Project linked to such VOPH-MPUD and as set forth in Section 7(d) below. When bids are awarded for contracts, the Developer shall fund any additional amount required to supplement the VOPH Utility Escrow Account deposit amount required to fully fund such Developer Utility Project (or the Financial Escrow Agent shall refund any excess deposit amount to the Developer). Subject to approval by PCUD, the County Administrator and the applicable Co-Developer by mutual agreement may by administrative amendment to this Agreement (with copies to the Engineer Verification Agent and Financial Escrow Agent) add additional Developer Utility Projects subject to the same terms and conditions of this Agreement. VOPH Master and Galvin hereby agree that VOPH Master will be the initial responsible party for the design, permitting and construction of certain aspects of the Developer Utility Projects and the County Utility Projects. With respect to any Developer Utility Projects or the County Utility Projects, either Co-Developer (or its designee) shall have the right upon sixty (60) days' prior written notice to the Engineer Verification Agent, the Financial Escrow Agent, the County and the other Co-Developer to assume responsibility for funding, design, permitting and construction thereof in the event (i) the Co-Developer or Designated VOPH-MPUD Owner originally assigned such utility pipeline project fails to pursue same as and when required by this Agreement or (ii) the utility pipeline project otherwise becomes necessary to serve another Designated VOPH-MPUD Project at an earlier date, due to actual project development sequencing within VOPH. In such case, the Co-Developer or Designated VOPH-MPUD owner (or its applicable CDD) which actually provides the funding to the VOPH Utility Escrow Account (defined below) or otherwise designs, permits, constructs and pays for the utility pipeline shall receive the Utility Credits (defined below) for such pipeline under this Agreement (which credit amounts will be pro-rated in accordance with such funding/cost amounts actually paid by the respective parties).

d. **VOPH Utility Escrow Account.** The Financial Escrow Agent shall establish a segregated escrow sub-account for the private funding provided by the applicable Co-Developer and/or the Designated VOPH-MPUDs for the Developer Utility Projects,

for the exclusive purpose of funding the Developer Utility Projects within VOPH (collectively the sub-accounts are the "**VOPH Utility Escrow Account**"). In connection with the Developer Utility Projects, the VOPH Utility Escrow Account funding by the Developer shall include the applicable amounts required for the Financial Escrow Agent fees and Engineer Verification Agent fees, as part of the utility project costs. The funds deposited into the VOPH Utility Escrow Account shall not be commingled with any other funds nor any funds related to any other VOPH development projects or VOPH developers or VOPH-MPUD ownership entities not included under this Agreement. The County reserves the right to make other business arrangements with other developers or owners within VOPH for other master utility improvements required for unrelated VOPH-MPUDs not owned or controlled by either Co-Developer, in the sole discretion of the County; however, the VOPH Utility Escrow Account required by this Agreement shall be utilized and administered solely by the Financial Escrow Agent for the Developer Utility Projects now or hereafter identified under this Agreement.

e. **Developer Utility Projects Funding; VOPH Utility Surcharge Fee Credits; Use and Assignment.** As a material inducement for the Co-Developers and the Designated VOPH-MPUD Owners to enter into this Agreement and to fund the VOPH Utility Escrow Account as set forth in Section 5.d. above, the County agrees that the applicable Co-Developer (or its designee in its sole discretion) shall receive immediate VOPH Utility Surcharge Fee Credits (the "**Utility Credits**") within forty-five (45) days of the date that the Financial Escrow Agent confirms that private (non-County) funds are deposited into the VOPH Utility Escrow Account, so that the Utility Credits shall thereafter be immediately usable and assignable by the Co-Developer and its designee(s). The Developer or the applicable VOPH-MPUDs may fund the Developer Utility Projects as needed or desired for the advancement of the applicable VOPH-MPUD projects. The Co-Developer and/or the Designated VOPH-MPUDs may utilize (i) pre-paid VOPH Utility Surcharge Fees (but not base utility commitment/connection fees), (ii) CDD funding (pursuant and subject to applicable law), and/or (iii) other private capital funding for the funding required for the Developer Utility Projects now or hereafter identified under this Agreement. Pursuant to the VOPH Enabling Documents, the Utility Credits shall be used only against the VOPH Utility Surcharge Fees applicable within VOPH from time to time, and not against any base utility commitment/connection fees, which base utility commitment/connection fees must be paid to the County in cash by the applicable VOPH-MPUD developer(s) or builder(s). The Co-Developers and/or the Designated VOPH-MPUD Owner(s) shall have the right (i) to sell/assign the Utility Credits to any CDD, developer, builder, owner or other third-party entity within VOPH, and/or (ii) to use the Utility Credits against the applicable VOPH Utility Surcharge Fees (but not base commitment/connection impact fees) payable for any VOPH project. Pursuant to current VOPH Enabling Documents, the Utility Credits are subject to registration on the VOPH Fee Credit Registry and shall not be administered directly through PCUD. With respect to the issuance of the Utility Credits to the applicable co-Developer (or its designee) as provided herein, upon the deposit of the Co-Developer's or VOPH-MPUD Owner(s)' funds into the VOPH Utility Escrow Account, Utility Credits shall be issued by the County to the Co-Developer or its designee for ninety percent (90%) of such amount tendered, as the "Interim Credit Amount." Once the Financial Escrow Agent confirms to the County the amount and owner of the Interim Credit Amount, the County shall create a Utility Credit account for such owner for the Interim Credit Amount. Thereafter, Utility Credits up to the Interim Credit Amount shall be usable or assignable by the Co-

Developer or its designee. At any time after funding for a specific project in the VOPH Utility Escrow Account, the Co-Developer shall submit documentation to revise the amount so required for the applicable project, based upon receipt of either an updated OPC, revised bid amount, or interim contract change. In the event of such interim adjustment, the amount(s) required to be funded into the VOPH Utility Escrow Account shall be revised accordingly, with any shortfall to be paid by the Co-Developer into the VOPH Utility Escrow Account within fifteen (15) days thereafter (with 90% Interim Credits also issued by the County for such additional deposit amount within forty-five (45) days of the County receiving written confirmation of the additional deposit from the Financial Escrow Agent). Upon completion of the applicable project and final reconciliation of the VOPH Utility Escrow Account, which reconciliation shall be made by the Engineer Verification Agent and Financial Escrow Agent within forty-five (45) days after the Final Disbursement (as defined in Section 11.f.), the Co-Developer's (or its designee's) Utility Credit account shall be adjusted by the County to equal the final, total amount expended from the VOPH Utility Escrow Account for the applicable project (the "Final Credit Amount"). Any unused cash amounts tendered by the Co-Developer or its designee into the VOPH Utility Escrow Account for the applicable project then shall be disbursed and returned to the applicable
Co-Developer or its designee, within fifteen (15) days after the final VOPH Utility Escrow Account reconciliation is made for said project.

f. Internal Project Utilities System; Master Utilities Service Agreement. Other than the specific County Projects and Developer Projects now or hereafter identified pursuant to this Section 5 of this Agreement, all internal utilities lines and appurtenances required to serve any applicable VOPH-MPUD shall be the sole responsibility of the applicable VOPH-MPUD owner(s) or developer(s) for each respective parcel within VOPH. The applicable owner/developer shall enter into a master Utilities Service Agreement ("**USA**") with PCUD for all such internal utilities distribution or collection system.

g. PCUD Facilitation. The County agrees that the County Utilities Projects and the Developer Utilities Projects are critical infrastructure which presently impede any meaningful development within VOPH. Consequently, to facilitate the implementation of the County's longstanding VOPH Special Area Plan, PCUD shall expedite to the maximum extent practical, all County utility plan and permit application reviews and shall provide written comments not later than thirty (30) days after submittal of each plan set or application and shall expeditiously issue County permits for such work. To the extent applications to other review agencies are required, PCUD agrees to be the permit applicant for the County Utility Projects and to assist the applicable Co-Developer with procurement of all such required third-party permits.

6. <u>Financial Escrow Agent; Engineer Verification Agent; Respective Duties, Terms and Conditions; County Confirmation and Ratification of Credits.</u> As used in this Section 6, the term "Developer" shall mean the applicable Co-Developer or their respective VOPH-MPUD Owner(s), CDD's or other designees who deposit funding into escrow for roadway or utilities infrastructure projects under this Agreement:

a. Designation of Agents; Financial Account Administration and Engineering Credit Verification. The County shall designate the following agents (each an "**Agent**" and collectively the "**Agents**"):

i. The law firm of Phelps Dunbar, LLP (the "**Financial Escrow Agent**") to receive, hold, administer and disburse all monetary funds for the VOPH Roadway Escrow Account and the VOPH Utility Escrow Account, pursuant to the terms and conditions of this Agreement; and

ii. W.E. Oliver, P.E., LLC, through its sub-consultant Vanasse, Hangen, Brustlin, Inc., to review, verify, and confirm the validity of the expenditures for the creditable roadway and utility infrastructure projects as specified by this Agreement and as more specifically set forth in the Scope of Services attached as **Exhibit F** hereto and incorporated herein by reference, and to comply with the procedures set forth in this Agreement for verification and issuance of the Transportation Credits and/or Utility Credits, as applicable under this Agreement (the "**Engineer Verification Agent" or the "EVA").**

iii. The Agents upon their respective designation under this Agreement, shall execute a separate joinder and consent to this Agreement accepting the terms and conditions of this Agreement which are specifically applicable to each respective Agent and agreeing to perform faithfully in accordance therewith. The Developer and the County shall administer the VOPH Roadway Escrow Account and the VOPH Utility Escrow Account through the Financial Escrow Agent pursuant to the terms and conditions of this Agreement, and the process for verification of the costs and issuance of the Transportation Credits and the Utility Credits through the Engineer Verification Agent pursuant to the terms and conditions of this Agreement. Engineer Verification Agent shall develop the required standard approval forms for issuance and verification of credits, and assignment and use of same, for approval by the Developer and the County.

b. Respective Duties of Agents. The parties agree that the Financial Escrow Agent shall have a fiduciary duty to both the County and the Developer, and the Engineer Verification Agent shall have the standard professional duty of his/her industry to both the County and the Developer, in the performance of their respective duties under this Agreement. The Agents' duties are independent of each other and neither Agent shall be responsible for the performance of any duties which are assigned to the other Agent under this Agreement.

c. Allocation of Duties of Agents. The Agents shall have the following duties and responsibilities, subject to the terms and conditions of this Agreement:

(i) The Financial Escrow Agent shall receive and hold in escrow all of the cash deposits made in connection with this Agreement;

(ii) The Financial Escrow Agent shall notify the County, the Developer, and the Engineer Verification Agent upon receipt of any Developer deposit(s) into the VOPH Roadway Escrow Account or VOPH Utility Escrow Account, as applicable, and the resulting Interim Credit Amounts (as set forth above). Because such deposits will be based upon OPC's and other cost estimates, such Interim Credit Amounts shall be subject to true-up and final verification by the Engineer Verification Agent and to ultimate ratification and confirmation by the

County as final credits as set forth above.

(iii) The Engineer Verification Agent shall review and approve on behalf of the County all submittals made by the Developer, its designee(s), or any contractor, consultant or other third-party related to all contract or other third-party disbursement requests under this Agreement, and shall confirm that all disbursement requests (a) are for a project identified on Exhibit B, D or E, (b) comply with the deadlines in Exhibit C, (c) are supported by the documentation required by Section 11.f., (d) are consistent with the County and/or FDOT approved design pursuant to Section 9, and (d) comply with the bidding requirements and/or funding limitations in Sections 10.c. and 11.f. Upon completion of such confirmation, the Engineer Verification Agent shall provide confirmation and authorization for all such disbursements to the Financial Escrow Agent;

(iv) The Financial Escrow Agent shall separately account for all funds deposited into the VOPH Roadway Escrow Account and the VOPH Utility Escrow Account by the Developer or its designee(s), as applicable, and shall provide not less than a quarterly accounting for all receipts into and disbursements from the Escrow Account(s), organized separately for each public infrastructure project pursuant to this Agreement; in this regard, the applicable County department(s) shall reconcile its credit accounts with the quarterly reports of the Financial Escrow Agent;

(v) The Financial Escrow Agent shall have the right to rely upon the written request (which may be made via email) of the Developer and the written authorization of the Engineer Verification Agent to make all disbursements from the Escrow Account pursuant to this Agreement, subject to prior written notification by the Financial Escrow Agent to the County; the applicable County department shall provide any written objection to such disbursement within ten (10) business days, or the disbursement shall be deemed approved;

(vi) The Engineer Verification Agent shall review and recommend approval of the Final Credit Amounts for all VOPH Transportation Credits and VOPH Utility Credits required to be issued pursuant to this Agreement, and shall transmit such verified fee credit information to the Developer, the Financial Escrow Agent, and to other County departments impacted by the award of said VOPH Fee Credits, as applicable. Such recommendation shall not be final until confirmed and ratified by the applicable County department (as to Transportation Credits or Utility Credits, as applicable). In this regard, once approved by the Engineer Verification Agent each VOPH-MPUD Project's creditable costs packets shall be provided by the Engineer Verification Agent to the applicable County department(s) and the Developer prior to closing-out the project and determining the Final Credit Amounts for all VOPH Transportation Credits and VOPH Utility Credits, as applicable, and, upon approval by the applicable County department(s), the applicable County department(s) shall reconcile their credit account records with those of the Engineer Verification Agent. Upon such County confirmation and ratification, the Engineer Verification Agent shall implement any required true-up for the final credits versus the interim credits (which were based on deposit amounts, only), and shall report such adjustments and final credit amounts back to the applicable Developer, the County, and the VOPH Fee Credit Registry manager (if requested by such Developer).

(vii) Each Agent shall interact and coordinate with the Developer, the County's transportation and engineering departments, office of management and budget, real estate department, PCUD, and other departments and agencies as applicable and necessary to implement the terms and conditions of this Agreement, and to ensure compliance herewith;

(viii) The Financial Escrow Agent shall utilize commercially reasonable efforts to make the disbursements when and as required by this Agreement, absent notice of objection thereto by the County or the Developer, within ten (10) business days after written notice of such proposed disbursement;

(ix) Upon the completion of each separate public infrastructure project under this Agreement, the Financial Escrow Agent shall provide the final Escrow Account reconciliation and accounting, and shall disburse any amounts not expended for such project back to the Developer, as applicable, and after County confirmation and ratification of final credits, the Engineer Verification Agent shall provide the Final Credit Amount for such project as required under this Agreement;

(x) Upon the completion of all public infrastructure projects under this Agreement, or the mutual termination of this Agreement by the County and the Developer, the Financial Escrow Agent shall provide the final accounting and reconciliation required to make the final disbursements to the applicable parties and to close out the Escrow Account(s); and

(xi) The applicable Agent shall take such other actions as may be required or contemplated for implementation by the applicable Agent under this Agreement.

d. **Agent(s) Compensation**. The compensation for the Financial Escrow Agent and the Engineer Verification Agent shall be as follows: (a) the Financial Escrow Agent shall be paid $40,000 at the time of the initial deposit with the Financial Escrow Agent, then $33,333 per year (to be paid on the yearly anniversary date of the initial deposit) for the duration of the Agreement, including for any one (1) year renewal terms (if necessary); (b) the Engineer Verification Agent shall be paid $32,795 at the time of the initial deposit with the Financial Escrow Agent, then $30,505 per quarter (to be paid on the quarterly anniversary date of the initial deposit with the Financial Escrow Agent) for the first three years, $35,080 per quarter for the first additional year (if necessary), and $37,185 per quarter for the second additional year (if necessary). Such compensation shall be accepted by each Agent through its separate Joinder and Consent to this Agreement. Such Joinder and consent also shall be limited to the specific provisions of this Agreement which are applicable to each Agent. Provided that the Developer has made the deposits required by this Agreement, the Financial Escrow Agent shall be responsible for making the required payments to the Engineer Verification Agent, as set forth above.

e. **Escrow Account(s); Reports and Information Access.** The Financial Escrow Agent shall maintain one (1) or more interest bearing accounts into which all funds held in escrow shall be deposited, which interest bearing account(s) may

be held at any of the following financial institutions: (i) Wells Fargo, N.A.; (ii) Bank of America, N.A.; (iii) JP Morgan Chase & Co.; (iv) Truist Bank; (v) Capital One, N.A.; or (vi) any other institution that may be approved from time to time by the written consent of the County and the Developer. The Financial Escrow Agent shall provide the County and the Developer a quarterly report detailing the funds and documents then held in escrow by Escrow Agent and shall allow timely inspection and copying, within three (3) business days following receipt of a written request by either party, of all records and other documents maintained by the Financial Escrow Agent pursuant to this Agreement.

f. **Audit of Financial Escrow Agent and Escrowed Funds**. The County or the Developer shall have the right, but not the obligation, to request an audit of the Financial Escrow Agent's practices and procedures used in carrying out its responsibilities under this Escrow Agreement and/or to request an audit of the funds and documents held in escrow and disbursements and distributions made by the Financial Escrow Agent, in order to verify compliance with the terms and conditions of this Agreement. The party requesting the audit shall bear the cost of the audit unless such audit reveals a breach of the Financial Escrow Agent's obligations under this Agreement, in which event the Financial Escrow Agent shall pay the cost of such audit and shall cure, at its sole cost and expense, such breach or violation as noted therein. The report prepared by the auditor at the conclusion of any audit shall be made available without cost to the other party to this Agreement.

g. **Initial Term; Extension of Term.** The initial term of each Agent's service under this Agreement shall be for a period of three (3) years from the date of the initial deposit with the Financial Escrow Agent. Until this Agreement is terminated, such initial term shall automatically be extended for up to two additional one (1) year terms unless either the County or the Developer object, in which case a replacement Agent shall be designated by mutual agreement of the County and the Developer. Prior to each additional one (1) year extension, the Developer shall deposit additional funds with the Financial Escrow Agent to cover the Financial Escrow Agent and Engineer Verification Agent fees for such year, as set forth above.

h. **Termination or Resignation of Agent; Selection of Successor Agent**. Either Agent's service shall terminate and expire and such Agent shall be discharged and relieved of all further responsibilities, duties and obligations under and pursuant to this Agreement: (a) at the end of any term (as set forth above) of the Agent's service; (b) sixty days (60) after notice of resignation by the Agent; (c) termination of this Agreement; (d) for breach of the Agent's duties under this Agreement; or (e) for reasons as may be set forth in and pursuant to an order of a court of competent jurisdiction. Upon the resignation or removal of either Agent, the County shall designate a successor Agent, subject to approval of the Developer which shall not be unreasonably withheld.

i. **Nature of Agents' Duties**. The duties and obligations of each respective Agent pursuant to this Agreement shall be and hereby are limited to those duties and obligations of such Agent expressly set forth in this Agreement. No duties or obligations on the part of either Agent under and pursuant to this Agreement

shall be implied from the terms of this Agreement or otherwise. Each Agent assumes no duties or obligations under this Agreement except only those stated in this Agreement. The Financial Escrow Agent shall not be authorized to exercise any discretion in the release of documents or funds held in escrow. The Financial Escrow Agent shall have no responsibilities, duties or obligations with respect to the documents or funds held in escrow other than as expressly stated in this Escrow Agreement. Neither Agent shall be responsible or liable for any mistakes of fact or for any acts or omissions of any kind unless the same constitute gross negligence or willful misconduct.

j. **Reliance of Agents.** In the performance of their duties and obligations as an Agent under and pursuant to this Agreement, each Agent (a) may act in reliance upon any written notice, direction, document or instrument which the Agent believes in good faith, to be genuine, (b) may assume the validity and accuracy of any statement or assertion of fact and direction contained in any such written notice, direction, document or instrument, (c) may assume the genuineness of any signature presented to the Agent and the identity, right and authority of any person executing any such written notice, direction document or instrument and (d) may assume that any person purporting to sign such written notice, direction, document or instrument under or in connection with this Agreement has been duly authorized to do so.

k. **Institution and Defense of Legal Proceedings by Financial Escrow Agent or Engineer Verification Agent.** Neither Agent shall have any duty or obligation to institute legal proceedings of any kind or nature under or pursuant to this Agreement. In the event any litigation should arise between the parties to this Agreement concerning the escrowed funds or performance of any duties or obligations, then, subject to applicable statutory limitations and/or sovereign immunity limitations, Developer and County hereto do jointly and severally agree to hold Financial Escrow Agent harmless from, and indemnify and defend Financial Escrow Agent for, the payment of any cost or other expenses that may be involved in said litigation (including reasonable legal fees and expenses of attorneys chosen by Financial Escrow Agent, which may include Financial Escrow Agent's own costs using its usual billing rates for attorneys employed by Financial Escrow Agent), and from and for any and all loss, damage, tax, liability and expense that may be incurred by Financial Escrow Agent arising out of or in connection with its acceptance or appointment as Financial Escrow Agent, other than liability arising from the gross negligence, willful misconduct or bad faith of the Financial Escrow Agent. In the event of a dispute, Financial Escrow Agent's only obligation shall be to retain the escrowed funds until a final determination has been issued or to pay the escrowed funds into a court of competent jurisdiction.

l. **Interpleader of Documents and Funds in Escrow.** In the event that, in the good faith judgment of the Financial Escrow Agent, there shall exist some doubt on the part of the Agent as to whom, how, or under what circumstances the documents or funds being held in escrow are to be released or delivered by the Financial Escrow Agent pursuant to this Agreement, the Financial Escrow Agent shall so notify all parties in writing and, if, thereafter, the parties are unable to resolve such doubt and mutually agree and direct the Agent in writing as to whom, how, or under what circumstances the Financial Escrow Agent shall be

authorized to release or deliver the same, the Agent shall be entitled, but not obligated, to deposit the documents or funds about which the Agent is in doubt into the registry of the Court and to interplead all parties to this Agreement (other than Financial Escrow Agent) with respect thereto without any further responsibility or liability on the part of the Agent. All costs, expenses, including reasonable attorneys' fees and other charges, if any, suffered, incurred, or paid by the Financial Escrow Agent for, on account of or in connection with such interpleader action shall be borne equally by the parties and may be paid out of the escrowed funds without the consent of any parties. Should Financial Escrow Agent elect not to deposit the documents or funds into the registry of the Court, as aforesaid, the Financial Escrow Agent shall not be obligated or entitled to release or deliver the documents or funds then held by the Agent unless and until (a) both parties shall have jointly directed the Agent in writing to release or deliver the documents or funds at the time and in the manner designated in such joint written direction or (b) a final order of a court of competent jurisdiction, from which no appeal has been taken and with respect to which the appeal time has expired, or, if an appeal has been taken, has become final directing the Financial Escrow Agent to take the action specified in such final order with respect to the documents or funds about which the Agent was in doubt.

m. **Liability of Financial Escrow Agent**. Financial Escrow Agent shall not incur any liability in acting upon any signature, notice, demand, request, waiver, consent, receipt, or other writing, instrument or document reasonably believed by Financial Escrow Agent to be genuine. Financial Escrow Agent shall be obligated only for the performance of such duties as are specifically set forth in this Agreement, being purely ministerial in nature. Nothing contained herein shall be deemed to obligate Financial Escrow Agent to pay or transfer any monies hereunder unless and until such funds are received by Financial Escrow Agent. Financial Escrow Agent shall have no liability for loss arising from any cause beyond its control, including without limitation the following: (i) the act, failure, neglect or insolvency of any financial institution selected by Financial Escrow Agent; (ii) any delay, error, omission or default connected with the remittance of funds by another party; (iii) any delay, error, omission or default of any mail, telephone or e-mail service or operator; or (iv) the acts of any government or governmental agency or other entity exercising governmental powers.

7. **Procurement Process for Right-of-Way or Easements Required for Public Infrastructure Projects.** With respect to any rights-of-way, easements, or other use rights required for any of the VOPH master roadway or utility infrastructure projects identified under this Agreement, and which lie over, across or under any third-party land not owned or controlled by the Co-Developer or a Designated VOPH-MPUD, the following procurement process shall apply: (i) if the subject land lies within a previously approved VOPH-MPUD or is within lands included in a pending VOPH-MPUD application, the County shall require the provision of the subject right-of-way or easement area subject to and in accordance with the VOPH Enabling Documents; (ii), for any land not covered by (i) above, then: (x) the Co-Developer first shall utilize good faith, commercially reasonable efforts to negotiate the procurement from such third-party landowner, on the County's behalf, and any proposed compensation to be paid to such third-party owner shall be subject to the County's approval, which shall not be unreasonably withheld; (y) if the Co-Developer notifies the County in writing that the foregoing negotiations are not successful, the County shall initiate condemnation proceedings in accordance with applicable Florida law to effect a "quick taking" of

the required rights; and (z) the County then shall pursue the completion of such condemnation process to establish the final just compensation due to such third-party landowner pursuant to applicable Florida law. The foregoing condemnation process shall not apply in any circumstance where the affected landowner has an existing zoning or other development approval condition which requires the conveyance of right-of-way, easements, or other similar cooperation, in which event the County shall diligently pursue enforcement of such pre-existing zoning or development approval condition with such third-party landowner. No third-party landowner is intended to be a third-party beneficiary of this provision, which is intended solely to identify the respective rights and obligations of the County and the Co-Developers with respect to the VOPH public infrastructure projects identified herein. Prior to the initiation of any formal condemnation process under this Section 7, the Co-Developer or the applicable Designated VOPH-MPUD shall enter into a right-of-way acquisition agreement which memorializes the terms and conditions for such action consistent with this Agreement. The County shall initially advance the costs for any such condemnation action, subject to reimbursement by the Developer in exchange for 100% Transportation Credits or Utility Credits pursuant to Section 4 or Section 5 of this Agreement, as applicable.

8. **County Utility Project(s) Accounting, Reports and Administration of Funds.** The County Utility Projects identified in Section 5 above shall be undertaken by the applicable Co-Developer as the "**Constructing Entity**" for the County or on behalf of the Designated VOPH-MPUD Owner(s), as applicable (together with the master roadway projects under Section 4, above, the "**Public Infrastructure Project(s)")** (such Constructing Entity also is referred to as the "Developer" herein). For each such Public Infrastructure Project for which the Developer is designated as the County's Constructing Entity, the Developer as Constructing Entity shall comply with the provisions of Section 215.97, F.S., as applicable, and the following terms, conditions and processes for such Public Infrastructure Project(s):

    a. To be responsible for such portion of the design, permitting, bidding and construction of the improvements specified for such delegated Public Infrastructure Project in a manner reasonably satisfactory to Pasco County and consistent with any applicable permitting requirements of all agencies having jurisdiction thereof.

    b. To maintain books, records, documents, and other evidence including, but not limited to, records of all progress payments made for work in connection with the Public Infrastructure Project, any change orders and payments made pursuant to such orders, according to generally accepted accounting principles, procedures, and practices relating to the Public Infrastructure Project included, but not limited to, books, records, etc., which sufficiently and properly reflect all costs of any nature incurred by Developer for the Public Infrastructure Project, and to retain said books, records, documents, and other evidence for a period of five (5) years after final completion of the Public Infrastructure Project or termination of this Agreement whichever is later.

    c. That aforesaid records, books, documents, and other evidence shall be subject at all times to inspection, review, or financial audit as required by law or otherwise by County personnel authorized by the Pasco County Administrator or his designee.

    d. That the aforementioned audit and record-keeping requirements shall be included in contracts and subcontracts entered into by Developer with any party for work or services required for the Public Infrastructure Project.

e. That three (3) months after the date of execution of this Agreement and every three (3) months thereafter, Developer shall provide Pasco County with a progress report containing a narrative description of the work completed according to the Public Infrastructure Project schedule; a description of any change orders executed; a budget summary detailing planned expenditures versus actual expenditures; and identification of minority business enterprises used as contractors and subcontractors.

f. That upon final acceptance of the Public Infrastructure Project, the Developer shall provide the following:

i. Certification that the Public Infrastructure Project has been completed in compliance with the terms and conditions of this Agreement and meets minimum construction standards established in accordance with Section 336.045, Fla. Stat.

ii. A report that shall specify the total cost of the Public Infrastructure Project and the total direct costs of the Public Infrastructure Project paid from the funds made available by Pasco County from the VOPH Utility Escrow Account pursuant to this Agreement.

9. **VOPH Infrastructure Project(s) Design and Permitting Process.** The primary responsibility for design and permitting, and the applicable process and requirements for the respective infrastructure projects shall be allocated between the County and the applicable Co-Developer (or its designee), as follows (such Constructing Entity is referred to as the "Developer" herein) :

a. With respect to the County Utility Projects, the County and the Developer shall collaborate on the design plans, and upon approval for the design plans by the County, the Developer shall process the plans and permits for approval on behalf of the County, with PCUD identified as the applicant. Upon procurement of all required local, state, and/or federal permits for each such County Utilities Project, the Developer shall construct the project(s) as the County's Constructing Entity pursuant to Section 5 and Section 8, above.

b. With respect to the Developer Utility Projects, the Developer or its designee shall procure the design plans, subject to approval thereof by PCUD, and the Developer or its designee shall be the applicant and shall process the plans and permits for approval by all local, state and federal agencies having jurisdiction. Upon procurement of all required approvals, the Developer or its designee shall construct the Developer Utility Projects pursuant to Section 5, above.

c. With respect to the VOPH Master Roadway Pipeline Projects, the Developer shall procure the plans in accordance with the VOPH Master Roadway Plan, including the specific cross-section design requirements set forth in the VOPH Enabling Documents, for approval by the County (and by FDOT but only where applicable for a specific roadway segment under FDOT jurisdiction). The Developer or its designee shall be the applicant for the roadway plans and permits; provided, however, that upon request by the Developer, the County shall be the named applicant for any state or federal permit application processed by the Developer or its designee related to public roadway impacts to wetlands, flood plains, or other state or federal permitting issues, which consent shall not be unreasonably withheld. The Developer's roadway design plans and specifications shall be subject to County approval in accordance with applicable

VOPH Master Roadway Plan design criteria and/or Florida Department of Transportation design standards (but only where there is applicable FDOT jurisdiction). Any necessary wetland or floodplain impacts or compensation related to the roadway project shall be included in the design and indicated on the plans. The purchase of off-site mitigation bank credits shall be required in lieu of any County-maintained mitigation areas (provided, however, that any CDD, HOA, or Developer-maintained mitigation area, including comingled mitigation areas, shall be allowed).

d. The construction contractors used by Developer or its designee to construct and complete the utility and roadway projects shall be selected by the Developer and shall be reasonably satisfactory to Pasco County and/or FDOT, as applicable. The consent of Pasco County and/or the Developer to any plans, design, permit conditions, selection of contractors, or project contract costs shall not be unreasonably withheld, conditioned, or delayed.

e. Drainage and/or mitigation facilities for any VOPH infrastructure project may be commingled or combined with drainage and/or mitigation facilities for an adjacent VOPH-MPUD project or any other facilities or developments along the route of the infrastructure project; however, any such shared facilities shall be owned, operated, and maintained by a Community Development District ("**CDD**"), Homeowner/Property Owner's Association ("**POA**"), or such other legal entity as may be approved by Pasco County (which approval shall not be unreasonably or untimely withheld or conditioned). Any isolated stormwater or mitigation facilities which serve only the public infrastructure project shall be owned, operated, and maintained by the County. Where applicable for any shared facilities, the CDD, POA, or such other legal entity shall provide appropriate easements to Pasco County so that Pasco County has the ability to maintain such drainage and/or mitigation facilities in the event that the CDD, POA, or such other legal entity defaults on its obligations to maintain the drainage facilities. If the drainage facilities for the public infrastructure project are commingled or combined with drainage facilities for any adjacent private project then all such drainage facilities shall remain owned by an entity other than Pasco County, and operation and maintenance of the same shall be the responsibility of the respective underlying land owner, the CDD, the POA, or such other similar legal entity as may be approved by Pasco County (which approval shall not be unreasonably or untimely withheld or conditioned), as applicable. The underlying landowner, the CDD, the POA, or such other similar legal entity shall be responsible for the design, permitting, and construction of all such commingled or combined drainage facilities, unless otherwise approved by Pasco County (which approval shall not be unreasonably or untimely withheld or conditioned). Appropriate easements to Pasco County shall be provided on all lands owned by the applicable VOPH-MPUD Owner(s) and shall be obtained from all other underlying land owners, by condemnation if necessary, of land containing drainage facilities serving the public infrastructure project, including those drainage facilities that are commingled or combined, so that Pasco County has the ability to maintain the drainage facilities associated with the public infrastructure project in the event that the CDD, the POA, or such other legal entity fails properly to maintain same.

f. In the event that the permitted wetland and/or floodplain mitigation area(s) for the impacts associated strictly with the public infrastructure project are permitted and constructed separately and distinctly from impacts associated with any other private project facilities or developments, then Pasco County will accept ownership and

maintenance responsibilities after the completion of the maintenance and monitoring period and acceptance by any governing agencies having jurisdiction over the public infrastructure project (notwithstanding the foregoing, the County reserves the right to purchase off-site mitigation bank rights in lieu of on-site wetland or floodplain mitigation areas which require permanent maintenance). If the permitted wetland and floodplain mitigation areas related to the public infrastructure project are commingled/combined with wetland and floodplain mitigation areas of any other private project facilities or developments, all the wetland and floodplain mitigation areas shall be permitted, owned, operated, and maintained by the underlying landowner, the CDD, the POA, or such other legal entity as may be approved by Pasco County. Appropriate easements shall be provided to Pasco County for the wetland and floodplain mitigation areas associated with the public infrastructure project that are owned by the applicable VOPH-MPUD Owner(s), the CDD, or the POA, or such other legal entity as may be approved by Pasco County Pasco County and shall be obtained, by condemnation if necessary, from all other underlying landowners of land containing such mitigation areas serving the public infrastructure project, including those areas that are commingled or combined, so that Pasco County has the ability to maintain the wetland and/or floodplain mitigation area(s) in the event that the CDD, or the POA, or such other legal entity as may be approved by Pasco County or any other underlying landowner defaults on its [their] obligations to maintain the facilities.

g. For any County roadway project delegated by the County Administrator to the Developer as the Constructing Entity for design and permitting, if the County review will be completed by a department other than the Planning and Development Department, the Developer shall complete and submit sixty (60) percent, ninety (90) percent, and final design plans for those portions of the public infrastructure project to Pasco County and/or FDOT, as appropriate, for review and approval unless FDOT and/or Pasco County, as appropriate, agrees in writing to, or have adopted, an alternative submittal schedule. Developer shall obtain approval of the 100 percent design and right-of-way plans for those portions of the public infrastructure project from Pasco County and/or FDOT, as applicable, prior to commencement of any bidding of the public infrastructure project. Developer shall provide at the time of 100 percent design and right-of-way plan submission for the public infrastructure project an engineer's estimate of the cost of the constructing the public infrastructure project, including inspection costs, which estimate shall be certified by an engineer duly registered in the State of Florida and approved by Pasco County.

10. **Pasco County Cooperation and Assistance with Developer Projects; Bidding Process for Developer Infrastructure Projects**. Pasco County shall cooperate with the applicable Constructing Entity (also referred to as the "Developer" herein) with respect to plans and permit applications and construction for the Developer roadway and utility projects pursuant to this Agreement, including assistance when appropriate with other agencies having jurisdiction over such projects, subject to the following terms and conditions:

a. **County and FDOT Review**. Developer agrees and recognizes that Pasco County and FDOT shall not be held liable or responsible for any claims which may result from any actions or omissions of Developer, or engineers/contractors selected by Developer, for any Developer project in which Pasco County or FDOT participated, either through review or concurrence of their actions. In reviewing, approving, or rejecting any submissions or acts of Developer, or engineers/contractors selected by Developer, Pasco County and FDOT in no way assume or share any of the responsibility or liability

of Developer or its consultants, contractors, or registered professionals (e.g., architects and/or engineers) under this Agreement. All work covered under this Agreement shall be performed in accordance with good engineering practice, and all established design criteria and procedures shall be followed. Pasco County and FDOT, as applicable, will review the submittals, although detailed checking will not necessarily be done. Developer remains solely responsible for the work related to any Developer project and is not relieved of that responsibility by review comments.

b. **Utilities Relocation**. Developer shall coordinate the relocation of any utilities infrastructure in conflict with any County or Developer infrastructure project, including Pasco County utilities. Relocation of any utilities infrastructure which is in conflict with the County or Developer infrastructure project, including Pasco County utilities, shall be completed and paid for by the owner of the utilities infrastructure to the extent required by Sections 337.403-404, Fla. Stat. Pasco County agrees, upon request of Developer, to cooperate with Developer in requiring the relocations of any such utilities infrastructure to the extent allowed by Section 337.403-404, Fla. Stat., in a timely manner. However, under no circumstances shall Pasco County incur any expenses for the relocation of such utilities for any infrastructure projects.

c. **Bidding Process**. With respect to any County or Developer infrastructure project that is subject to impact, mobility, or other fee credits or County funding under this Agreement, the Developer shall comply with the bidding procedures set forth in either (i) Pasco County's Guidelines for Development Pipeline Bid Process, as amended by the County from time to time, (ii) the required bid procedures for a CDD pursuant to Florida Statutes as amended from time to time, and subject to County approval thereof, (iii) the bidding procedures set forth in any subsequent VOPH Fee Credit Registry Resolution or Policy Memorandum approved by the County Administrator or his designee, or (iv) such other public bidding process as approved by the County Administrator or his designee. The Developer shall retain full control of all bids and determinations regarding bidder qualification and determination of the qualified lowest bidder. The Developer may elect in its reasonable discretion to award the bids of portions, phases, or segments of the roadway or utility improvements to a qualified bidder that is not the lowest overall bidder; provided, however, that in such event any fee credit amounts or reimbursements for construction of the roadway or utility improvements that are the subject to such bid may be limited to quantities and amounts awarded in comparable projects located in Pasco County, Florida, as reasonably determined by the County.

11. **Construction of and Disbursements for County Project(s) Delegated to a Co-Developer as Constructing Entity.** With respect any County or Developer infrastructure project delegated by the County Administrator to a Co-Developer or its designee as Constructing Entity (also referred to as the "Developer" herein), the following requirements and procedures shall apply:

    a. **Construction Schedule**. Subject to design plan and permit approvals from all agencies having jurisdiction, the Developer shall commence and complete construction of the Developer infrastructure projects in accordance with Exhibit C, and shall commence and complete construction of the County Utility Projects in accordance with the schedule set forth in the subsequent agreement for such projects. Developer shall proceed and complete the construction of the County and Developer infrastructure projects in accordance with the final alignment, design, specification, and construction plans as approved by Pasco County and other applicable Federal, State, and regional

regulatory agencies. Developer and Pasco County agree that nothing contained herein shall prohibit or in any way restrict Developer's ability to accelerate the schedule for construction of any portion of the County and Developer infrastructure projects, subject only to procurement of required permits.

b. **Tender of Improvement Area**. Upon the issuance to Developer or its contractor of a Pasco County construction permit, the area covered by such construction permit shall be deemed to be tendered to Developer or its contractor, as applicable, and such entity shall be in the custody and control of the project areas. Developer or its contractor shall be responsible for providing a safe work zone for the public.

c. **Pasco County Observation**. Pasco County reserves the right to inspect, observe, and materials-test any and all work associated with the County and Developer infrastructure projects and shall at all times have access to the work being performed pursuant to this Agreement for Pasco County's observation. However, should Pasco County observe any deficiencies inconsistent with the plans or construction not accordance with the specifications, Pasco County shall notify Developer and its representative in writing and Developer shall correct the deficiencies as necessary. Nothing herein shall require Pasco County to observe or inspect the work of the County and Developer infrastructure projects. Developer shall be solely responsible for ensuring that the County and Developer infrastructure projects are constructed in accordance with the plans, specifications, and required standards for such projects. Observations by Pasco County or its inspectors that do not discover that construction is not in accordance with the approved plans, specifications, and required standards shall not be deemed a waiver of Developer's requirements herein.

d. **Acceptance of County and Developer Infrastructure Projects**. Prior to acceptance of any portion of the County and Developer infrastructure projects by Pasco County, Developer shall meet the application requirements of the County. All conveyances for any project areas outside existing public rights-of-way shall include appropriate utilities and access easements and shall be in a form acceptable to Pasco County's Real Estate Division.

e. **Construction Requirements**. During the construction phase of the County and Developer infrastructure projects the Developer and/or its construction contractor(s) shall:

    i. Provide its own on-site inspection and observation under the direction of a professional engineer registered in the State of Florida for the purpose of observing and inspecting the progress and quality of the work and to ensure that it is constructed according to the plans, contract documents, and specifications. The construction engineering and inspection contract shall be approved by Pasco County.

    ii. Obtain all necessary Right-of-Way Use Permits; provided, however, that the County shall be the applicant on any required permits.

    iii. Be responsible for supervising and inspecting the construction of the County and Developer infrastructure projects and shall be responsible for ensuring the accuracy of all reference points, grade lines, right-of-way lines, and field measurements associated with such constructions.

iv. Be responsible for full and complete performance of all construction activities required pursuant to this Agreement. Developer shall be responsible for the care and protection of any materials provided or work performed for the County and Developer infrastructure projects until the improvements are completed and accepted by Pasco County, which acceptance shall not be unreasonable nor untimely withheld or conditioned.

v. Require testing by an independent laboratory, acceptable to Pasco County, in accordance with Pasco County Engineering Services Department and/or PCUD, as applicable. Any failed tests shall be immediately reported to the Pasco County Engineer and/or PCUD, as applicable, and all test reports shall be provided on a quarterly basis to the Pasco County Engineer and/or PCUD, as applicable.

vi. Provide to Pasco County copies of all design drawings, as-build drawings, and permits received for the County and Developer infrastructure projects. All plans submitted to Pasco County shall include reproducible Mylars™ and electronic files compatible with *AutoCADD*.

vii. Upon completion of the County and Developer infrastructure projects, the engineer shall provide any required documentation of completion such as but not limited to final quantities and payment certifications, record drawings, and copies of final inspection reports.

f. **Escrow Account Disbursement Documentation; Fee Credit Amount Reconciliation.** For all disbursements to be made from either the VOPH Roadway Escrow Account or the VOPH Utility Escrow Account, the following required documentation shall be provided. All disbursements to be made by the Financial Escrow Agent from the respective escrow account(s) shall be made not later than fifteen (15) days after receipt of the required documentation (including the Engineer Verification Agent and County review approvals) and shall be made on an interim basis for each interim contractor draw period ("**Interim Disbursements**"), and then for the final closeout of each project or phase covered by the applicable contract ("**Final Disbursements**"), pursuant to the following procedures and requirements. In addition, the following cost limits shall apply to all projects for which the Developer is the Constructing Entity for the County:

i. costs for design, permitting and other pre-construction consultants: 10% of construction costs;
ii. costs for construction engineering inspections, construction phase services and testing: 10% of construction costs;
iii. costs for insurance: 1% of construction costs;
iv. costs for bonding expenses: 1.5% of construction costs; and
v. costs for roadway landscape (excluding sod) and irrigation: 2% of construction costs (not for utilities); plus 100% of sod costs (this also may require a License and Maintenance Agreement within County public right-of-way areas); and
vi. No disbursements shall be provided for any site-related improvements which are the responsibility of any adjacent, approved VOPH-MPUD, such as turn

lanes or driveway aprons, unless the turn lanes are within existing or future VOPH Primary or Intermediate Roadway segments for which the County is providing Transportation Credits pursuant to this Agreement. The Developer shall separately calculate the cost of any such excluded site-related improvements as a percentage of the design or construction contract, and deduct such costs from each disbursement request to the Engineer Verification Agent, and the affected adjacent VOPH-MPUD Owner shall separately pay such excluded site-related amount.

A complete disbursement request package shall include one hard copy and an electronic version (pdf) for the following (as to both Interim Disbursements and Final Disbursements, as applicable:

(a) Copies of all vendor contracts for which reimbursement is being requested, i.e., Design & Permitting, CEI, Construction Contractor, etc. The contract copies shall be submitted with the first Interim Reimbursement request that includes each vendor, and copies of any change order contracts shall be submitted when they are included in subsequent reimbursement requests.

(b) A signed Cover Sheet (Invoice) denoting the reimbursement amount being requested and pertinent remittance information.

(c) A Summary Sheet reflecting the invoice numbers, invoice dates, invoice amounts, check numbers, cancelled check amounts, check dates, eligible amount, ineligible amount (if any) and amount requested. The summary sheet shall be segregated by vendor, and include subtotals for each vendor, along with grand total amounts, ensuring that the grand total requested equals the amount requested on the cover sheet.

(d) One hard copy and one electronic version (pdf) of the invoices and proof of payment (cancelled checks or evidence of electronic payments/transfers) for invoices reflected on the Summary Sheet. An affidavit from the vendor affirming payment in full of the invoices and amounts included on the Summary Sheet can be provided in lieu of cancelled checks.

In addition, for the Final Disbursement submittal, two (2) hard copies and one electronic file for the following also shall be submitted:

(e) All deeds and easements, including, but not limited to, deeds for rights-of-way or ponds, drainage easements, slope easements (where allowed), ingress/egress easements or any other property interest required for the County to own or control the road, the right-of-way identified in the approved construction plans as well as all structures and features (including, but not limited to, such items as retaining walls, drainage structures, etc.) which serve or support the road and the right-of-way required to be conveyed by the Developer and/or other fee owner. The required conveyances referred to under this section shall also include any other conveyances required by this Agreement. The Developer or other fee owner must submit the conveyance documents(s) required to the Real Estate Division for review and submittal to the Board of County Commissioners for acceptance and recording.

(f) Where applicable, evidence that the Southwest Florida Water Management District (SWFWMD) Operation and Maintenance (O&M) permit has been transferred to a CDD

or Homeowners' Association. The O&M may be transferred to the County only for projects wherein the SWFWMD Project Area consists exclusively of County-owned right-of-way and County-owned ponds that are not co-mingled with flows from non-County owned property.

(g) Evidence that all permit conditions from all applicable permitting regulatory agencies for the project have been satisfied.

(h) An Engineer's Certificate of Completion from the Engineer of Record, as-built / record drawings, test reports, Warranty/Maintenance Guarantee(s) required for the project, License & Maintenance Agreements (if necessary), and other documentation as required by this Agreement.

The Financial Escrow Agent shall withhold payment of the Final Disbursement request (which includes the contractor's previous contract retainage amounts) until the items listed in (e) through (h) are provided to the Engineer Verification Agent and accepted by the County.

g. **Developer Default; County Use of Escrow Account Funds.** In the event either Co-Developer or its Designated MPUD Owner or MPUD developer/builder fails to complete when required by this Agreement: (i) a Designated Master Roadway Pipeline Project for which the applicable Co-Developer or its designee has funded the VOPH Roadway Escrow Account for Transportation Credits, or (ii) a Developer Utility Project for which the applicable Co-Developer or its designee has funded the VOPH Utility Escrow Account for Utility Credits, then: (x) after not less than thirty (30) days' written notice of default to the Co-Developer and failure of the Co-Developer or its designee to address the cure thereof to the reasonable satisfaction of the County, or if such cure cannot reasonably be made within thirty (30) days, then within such reasonable time as necessary for the Co-Developer to commence and thereafter diligently complete such cure, (y) the County shall have the right to access all remaining funds within the VOPH Roadway Escrow Account or VOPH Utility Escrow Account and designated for use on the applicable VOPH infrastructure project, and (z) to utilize said funds in the County's discretion to complete the applicable project. The foregoing remedy is without limitation to any other remedies which may be available to the County under applicable law. Any default by a Co-Developer under this Agreement shall not constitute a default by the other Co-Developer, as each Co-Developer (and its Designated VOPH-MPUD Owner) shall be responsible only for the specific roadway and utility pipeline projects assigned to it under this Agreement. To the extent the County uses funds previously deposited by a Co-Developer, Designated MPUD Owner, or MPUD developer-builder to complete such project(s), the party who originally deposited such funds shall retain the fee credits applicable thereto.

12. **Payment and Performance Bonds, Maintenance Guarantees, and Insurance Requirements for Public Infrastructure Projects**. As the County's designated Constructing Entity, no letter of credit, surety bond, or other performance guarantee shall be required from the Constructing Entity (referred to as the "Developer" herein) with respect to any County infrastructure project delegated to it by the County Administrator and to be funded by the County under this Agreement. Similarly, because the Developer (or its designee) is tendering all estimated costs into the applicable VOPH escrow account in advance for the Developer infrastructure projects, such cash escrow account deposit(s) shall serve as the security to the County for the Developer's performance under this Agreement. However, with respect to each public infrastructure project administered by the

Developer (both as the Constructing Entity for the County Utility Projects and all Developer projects involving public infrastructure) the following requirements shall apply to the general contractor and other third-party professionals selected by the Developer for such public infrastructure project:

a. **Performance and Payment Bond(s)**. The applicable contractor(s) shall be required, prior to commencing construction of the public infrastructure project, to post in favor of the applicable Co-Developer and Pasco County and provide to Pasco County, for its approval, a performance and payment bond acceptable to the Co-Developer and Pasco County to guarantee payment of the contractors' obligations as required by the law (the **"Performance and Payment Bond"**). The Performance and Payment Bond shall be with a bank, surety, or other financial institution reasonably acceptable to Developer and Pasco County, which is authorized to do business in the State of Florida, and which has an "A" policyholders rating and a financial rating of at least Class VII in accordance with the most current Best's Key Rating Guide. The Performance and Payment Bond shall be in the amount of 125% of the construction contract amount. The cost of issuance of the Performance and Payment Bond(s) required pursuant to this Agreement is hereby authorized and shall be included in the total approved costs for the public infrastructure project(s).

b. **Conditions of Performance Guarantees**.

   i. The Performance and Payment Bonds required pursuant to this Agreement must be issued by a bank, surety, savings association, or other financial institution (the **"Performance Guarantee Issuer"**) reasonably acceptable to Developer and Pasco County that is authorized to do business in the State of Florida.

   ii. The Performance Guarantee Issuer must have and maintain (1) a minimum financial ranking of 120 in the Bank Financial Quarterly, or a similar financial ranking acceptable to Pasco County's Risk Manager, and (2) a minimum rating of at least AA/Aa/AA by S&P, Moody's, or Fitch. If the Performance Guarantee Issuer does not maintain the minimum financial ranking above or is downgraded below the minimum rating above, the Performance Guarantee Issuer must notify Pasco County and Developer within five (5) days, and the contractor must provide a substitute Performance Guarantee in substantially the same form and containing the same terms as the original Performance Guarantee from a bank of financial institution with the minimum ratings set forth above within fifteen (5) days of such downgrade event, or Pasco County or Developer may draw on the original Performance Guarantee and complete or cause the completion of the Public Infrastructure Project.

   iii. The Performance Guarantee must provide for draws to be made on a bank or savings association located in West Central Florida or by facsimile to other Performance Guarantee Issuers.

c. **Default Event**. In the event of a contractor default hereunder with respect to the construction of any public infrastructure project, Pasco County or applicable Co-Developer may call on and avail itself of the Performance Guarantee and complete or cause the completion of the public infrastructure project.

d. **Maintenance Guarantee**. Upon completion of the public infrastructure project and final acceptance by Pasco County and/or FDOT, applicable, in accordance with the County Engineering Inspections Division certification as required in this Section, the construction contractors shall be required to guarantee that the Pasco County improvements included in the public infrastructure project (not the FDOT improvements) and all work performed thereon is free from defects in workmanship or materials for a maintenance period of three (3) years (the **"Maintenance Period"**). Accordingly, each construction contractor shall provide a maintenance guarantee valid for such Maintenance Period, and the monetary amount that shall be made available to the Pasco County Board of County Commissioners under the terms of such guarantee shall equal fifteen percent (15%) of the cost of the Pasco County improvements included in the public infrastructure project (the **"Maintenance Guarantee"**). The Maintenance Period shall commence on the date of acknowledgement of completion and acceptance of the Maintenance Guarantee in accordance with this section. The costs for the Maintenance Guarantee are authorized and shall be included in the approved total costs for the public infrastructure project. The applicable contractor shall be responsible for maintaining the Pasco County improvements included in the public infrastructure project during the Maintenance Period and, if any part of the Pasco County improvements included in the public infrastructure project should fail within this period due to a defect in workmanship or materials, it shall be repaired, replaced and/or restored to satisfactory condition and/or operation at no cost to Pasco County. In the event the applicable contractor does not maintain the Pasco County improvements included in the public infrastructure project during the Maintenance Period, the Pasco County Administrator shall notify such contractor in writing via certified mail, return receipt requested, of the areas that require maintenance. Such contractor shall have sixty (60) days from receipt of the notice to perform the required maintenance to the satisfaction of the Pasco County Administrator or be in default of the Maintenance Guarantee, unless a longer time is agreed upon between the contractor and the Pasco County Administrator. Developer shall be responsible for requesting, in writing, a final inspection from the Pasco County Engineering Inspection Division not before ninety (90) days prior to the termination of the Maintenance Period. Upon receipt of the request for final inspection, the Engineering Inspections Division shall notify Developer and the applicable contractor via certified mail, return receipt requested, postmarked within thirty (30) days of such request, providing a list of deficiencies of items to be remedied by the contractor before the expiration of the Maintenance Period. In the event the contractor does not remedy the deficiencies before the expiration of the maintenance Period, the contractor shall be in default of the Maintenance Guarantee. This remedy for correction shall be a contractual obligation in the applicable construction contract that is a cumulative and not exclusive remedy. Upon completion of construction of the public infrastructure project and final inspection by Pasco County as being constructed in accordance with all appropriate contract documents and permit requirements, etc., and upon the expiration of the required Maintenance Guarantee during the Maintenance Period, Pasco County shall be responsible for maintenance of the Pasco County improvements included in the public infrastructure project and all associated drainage facilities which are not commingled/combined. Upon the remedy of any defects to the satisfaction of the Pasco County Administrator, or in the case of no defects, but in any case no sooner than the expiration of the Maintenance Period, the Pasco County Administrator and County Attorney may release this Maintenance Guarantee.

e. **Insurance**.

i. **General**. No work shall commence on the public infrastructure project, nor shall occupancy of any of the property within the public infrastructure project limits take place until the required Certificates of Insurance and certified true and exact copies of all insurance policies are received by Pasco County and/or FDOT, as applicable, as set forth below:

1. During the term of this Agreement, Developer shall require any engineers and/or general contractors providing work for the improvements to pay for or maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies authorized to transact business in the State of Florida which have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current *Best's Key Rating Guide* and which are reasonable satisfactory to Pasco County and/or FDOT, as applicable.

2. Developer shall require the engineers and/or general contractor to provide to Developer and to Pasco County and/or FDOT, as applicable, evidence of insurance coverage of the types and in the amounts required by submitting four (4) original, executed Certificates of Insurance on the form to be provided by Pasco County and/or FDOT, as applicable, to Developer. Each certificate shall set for the original, manual signatures of the authorized representative of the insurance company[ies], identified therein and shall have attached thereto, proof that said representative is authorized to execute the same. In addition to the Certificates of Insurance required herein, Developer shall require the engineers and/or contractors to also provide to Pasco County and/or FDOT, as applicable, certified true and exact copies of all insurance policies required hereunder at the time of submittal of the Certificates of Insurance. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to the agreement between Developer and the contractor for the improvement.

3. All policies of insurance required by this Agreement shall require that the insurer deliver to Pasco County and/or FDOT, as applicable, and Developer thirty (30) days' written notice prior to any cancellation, intent not to renew, or reduction in coverage and ten (10) days' written notice of any nonpayment of premium. Such notice shall be delivered by certified U.S. Mail to Pasco County and Developer, addressed to the parties as described in the notice provision of this Agreement. In the event of any reduction in the aggregate limit of any policy, Developer shall require the engineers and/or contractor to immediately restore such limit to the amount required herein.

4. Developer shall require that all insurance coverage provided by the engineers and/or general contractor be primary to any insurance or self-insurance program of Pasco County and/or FDOT, as applicable, and Developer that is applicable to the work provided for in this

Agreement. All such insurance shall also remain in effect until final payment and until after the Maintenance Period provided herein.

5. Receipt by Pasco County and/or FDOT, as applicable, of any Certificate of Insurance or copy of any policy evidencing the insurance coverage and limits required by the contract documents does not constitute approval or agreement by Pasco County and/or FDOT, as applicable, that the insurance requirements have been satisfied or that the insurance policies or Certificate of Insurance are in compliance with the requirements under this Agreement.

6. The insurance coverage and limits that Developer shall require from engineers and/or contractors under this Agreement are designed to meet the minimum requirements of Pasco County and/or FDOT, as applicable. They are not designed as a recommended insurance program. Developer shall notify the engineers and/or contractors that the engineers and/or contractors shall be responsible for the sufficiency of its own insurance program.

7. If the insurance coverage initially provided by the engineers and/or contractors is to expire prior to completion of the work, Developer shall require the engineers and/or contractors to provide renewal Certificates of Insurance on Pasco County or FDOT's forms, as applicable, thirty (30) days prior to expiration of current coverage.

8. All insurance policies that Developer shall require the engineers and/or contractors to obtain pursuant to this Agreement, other than workers' compensation and employer's liability policy, shall specifically provide that Pasco County, the Pasco County Engineer, FDOT (if applicable), and each of their respective officers, employees, and agents shall be "additional insured" under the policy and shall also incorporate a severability of interests provision. All insurance coverages required herein shall apply to all engineers' and/or contractors' activities and any subcontractors' activities for the Public Infrastructure Project without regard for the location of such activity.

ii. **Coverage**. Amounts and types of insurance shall conform to the following minimum requirements and shall be listed on a current Pasco County Certificate of Insurance form, which shall be provided by the engineers and/or contractors to Developer.

1. **Workers' Compensation and Employer's Liability Insurance**. Developer shall require that coverage be maintained by the engineers and/or contractors for all employees engaged in the work in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than (a) Florida's statutory requirements for workers' compensation insurance, and (b) One Million Dollars ($1,000,000.00 USD) per incident. Developer shall require the engineers and/or contractors and their respective insurance companies

to waive their rights of subrogation against Pasco County and/or FDOT, as applicable, and their respective agents and employees.

2. **Commercial General Liability Insurance**. Developer shall require commercial general liability insurance coverage be maintained by the engineers and/or contractors, which shall include, but not be limited to personal and advertising injury; contractual for the improvements, including any hold-harmless and/or indemnification agreement; independent contractors; broad form property and personal injury, and combined single limits:

    a. **General Aggregate**. Two Million Dollars ($2,000,000.00 USD).

    b. **Products, Completed Operations Aggregate**. Two Million Dollars ($2,000,000.00 USD).

    c. **Bodily Injury, Including Death (Each Person)**. One Million Dollars ($1,000,000.00 USD).

    d. **Bodily Injury, Including Death (Each Occurrence)**. Two Million Dollars ($2,000,000.00 USD).

    e. **Property Damage (Each Occurrence)**. One Million Dollars ($1,000,000.00 USD).

    f. **Personal and Advertising Injury (Each Occurrence)**. Five Hundred Thousand Dollars ($500,000.00 USD).

    g. **Fire Damage (Any One (1) Fire)**. Five Hundred Thousand Dollars ($500,000.00 USD).

3. **Business Automobile Liability Insurance**. Developer shall require coverage to be maintained by the engineers and/or contractors as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles and employees' non-ownership with limits of not less than (a) One Million Dollars ($1,000,000.00 USD) combined, single limit for bodily injury and personal injury, including death, and (b) One Million Dollars ($1,000,000.00 USD) combined, single limit for property damage.

4. **Excess Liability Insurance**. Developer shall require coverage be maintained by the contractors for excess liability, which shall be over and above the commercial general liability insurance and business automobile liability insurance requirements, with limits of not less than (a) Three Million Dollars ($3,000,000.00 USD) per occurrence, and (b) Three Million Dollars ($3,000,000.00 USD) aggregate.

5. **Professional Error and Omissions Liability Insurance**. Developer shall require that the engineers maintain standard, professional-

liability insurance in the minimum amount of One Million Dollars ($1,000,000.00 USD) per occurrence.

6. **Special Instructions**. Occurrence form professional, liability insurance is highly preferred. However, if the consultant is only able to secure claims-made, professional-liability insurance, then special conditions apply. Any Certificate of Insurance issued to Pasco County and/or FDOT, as applicable, must clearly indicate whether the coverage is on a claims-made basis. If coverage is afforded on a claims-made basis, then Developer shall require the consultant to be obligated by virtue of this Agreement to maintain insurance in effect with no less limits of liability nor any more restrictive and/or conditions for a period of five (5) years from the Effective Date (as defined below) of this Agreement.

13. **General Provisions**.

a. **Constitutional Limitations**. The terms and conditions of this Agreement placed upon Pasco County are applicable only to the extent they are within and consistent with the constitutional and statutory limitations on the authority of the County. Specifically, the parties acknowledge that the County is without authority to grant or pledge a security interest in any of the County's revenue sources or County property.

b. **Independent Capacity; Limitation on Liability.** The Co-Developers, Designated MPUD Owner(s), any designated Constructing Entity/Developer and any consultants, contractors, or agents are and shall be, in the performance of all work, services, and activities under this Agreement, independent contractors and not employees, agents, or servants of Pasco County or joint venturers with Pasco County. The Co-Developer, their agents and representatives do not have the power or authority to bind Pasco County in any promise, agreement, or representation other than specifically as provided for in this Agreement. Pasco County shall not be liable to any person, firm, or corporation who contracts with or provides goods or services to the Co-Developers with respect to any private infrastructure project for debts or claims accruing to such parties against the Co-Developer(s) for such private infrastructure project, and the County's liability hereunder shall extend only to the funds deposited into the VOPH Roadway Escrow Account or the VOPH Utility Escrow Account, as applicable, for the public infrastructure projects included in this Agreement. There is no contractual relationship expressed or implied between Pasco County and any other person, firm, or corporation supplying any work, labor, services, foods, or materials to any private infrastructure project.

c. **Time Extensions**.

i. If Pasco County reasonably requires additional time beyond that allocated herein to act upon a submission by the Co-Developer or its designee of complete and correct documents for review and/or approval, there shall be an automatic extension of the time periods set forth in this Agreement for the public infrastructure project for the documented number of days which it takes Pasco County beyond the days allowed for the Pasco County's review and/or approval.

ii. If the Co-Developer is unable to meet a deadline as set forth in this Agreement for any public infrastructure project, the Co-Developer may, prior to the deadline, submit a request to the County Administrator for administrative amendment, which shall not be unreasonably withheld or delayed.

d. **Contracts**. All contracts entered into by either Co-Developer for any public infrastructure projects shall be made in accordance with all applicable laws, rules, and regulations; shall be specified by written contract or agreement; and shall be subject to each applicable paragraph set forth in this Agreement. The applicable Co-Developer shall monitor all contracts on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports submitted to Pasco County and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

i. The Co-Developer shall cause all applicable provisions of this Agreement to be included and made a part of any contract for the public infrastructure project.

ii. The Co-Developer agrees to include in all construction contracts a retainage clause providing that upon completion of all work the retainage will be reimbursed.

e. **Law Compliance**. The Co-Developers and Pasco County will comply with all applicable Federal, State, and local laws, rules, regulations, and guidelines related to performance under this Agreement. In particular, the Co-Developers verify and affirm that each party is in compliance with the 8 U.S.C. 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. Pasco County will consider the employment of unauthorized aliens by the Co-Developer(s) during the term of this Agreement a violation of the Immigration and Nationality Act.

f. **Certification**. The applicable Co-Developer shall provide certification to Pasco County and/or FDOT, as applicable, under the seal and signature of a registered, professional engineer that any public roadway infrastructure project has been designed and constructed in accordance with the applicable standards promulgated by the FDOT in Section 336.045, Fla. Stat., if applicable; Pasco County standards; the contract documents; and this Agreement.

g. **Notice**. Any notice or demand to be given to or served upon any party hereto in connection with this Agreement shall be in writing and shall be (i) delivered by hand, or (ii) delivered through the United States mail, postage prepaid, certified or registered, return receipt required, or (iii) delivered through a nationally recognized overnight delivery service, such as FedEx, which provides proof of delivery. Or, if notice is given by a method other than the foregoing, it shall be deemed to be given and received when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the following addresses:

If to Pasco County:

Pasco County Administrator
West Pasco Government Center
8731 Citizens Drive, Suite 340
New Port Richey, Florida 34654

With a copy to:

David A. Goldstein, Esq., Chief Assistant County Attorney
West Pasco Government Center
8731 Citizens Drive, Suite 340
New Port Richey, Florida 34654

If to Co-Developers:

VOPH Master Development Company, LLC
Attn: Mark Metheny
4065 Crescent Park Drive
Riverview, FL 33578

And: Galvin Land Services, LLC
Attn: Mike Galvin
121 Snell Isle Blvd.
Sat. Petersburg, FL 33704

With a copies to:

Joel R. Tew, Esquire
Tew & Associates
35595 U.S. Hwy 19 N, #921
Palm Harbor, Florida 34684

And: Via email to:
jtew@tewlaw.us
mmetheny@westbaytampa.com
bbradburn@westbaytampa.com
mike@galvincompany.com
wnunn@westbaytampa.com

If to Engineer Verification Agent:

W.E. Oliver, P.E., LLC
Attn: W.E. Oliver, P.E., President
P.O. Box 10361
Tampa, FL 33679
Email: bill@weo-pe.com
Phone: (813) 748-9188

If to Financial Escrow Agent:

Phelps Dunbar LLP
Attn: Robert H. Gidel Jr., Esq.
100 S. Ashley Drive,
Suite 2000
Tampa, FL 33602
Email: robert.gidel@phelps.com
Phone: 813-472-7759

It is agreed that, if any party hereto is represented by legal counsel, such legal counsel is authorized to delivered notice directly to the other party on behalf of his or her client, and the same shall be deemed proper notice hereunder if delivered in the manner hereinabove specified.

Any party hereto may, at any time by giving three (3) days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

Any notice or demand that may be given hereunder shall be deemed complete (notwithstanding the lack of actual receipt by addressee) (i) three (3) days, after depositing any such notice or demand in the United States mail with proper postage affixed thereto, certified or registered, return receipt requested, or (ii) on the next business day after deposit (prior to the deadline for delivery on such business day) with a nationally recognized overnight delivery service which provides evidence of delivery, or (iii) upon hand-delivery to the appropriate address as herein provided during normal business hours.

h. **Entire Agreement**. Except for the respective VOPH-MPUD approvals and subsequent development approvals through application of the Land Development Code for such VOPH-MPUD's, this Agreement embodies and constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated herein, and this Agreement supersedes all prior and contemporaneous agreements, understands, representations, communications, and statements, either oral or written between the Co-Developers, the Engineer Verification Agent, the Financial Escrow Agent, and Pasco County as to the specific subject matters set forth herein.

i. **Modification and Amendment**. Neither this Agreement, nor any portion hereof, may be waived, modified, amended, discharged, nor terminated, except as authorized by law pursuant to an instrument in writing, signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought and then only to the extent set forth in such instrument. The County Administrator shall be authorized to bind the County to any modification or amendment hereto without Board approval provided the item does not exceed the Administrator's authorized expenditure (or fee credit award) limit of fifty thousand dollars ($50,000.00). Any amendment to this Agreement shall require only the Co-Developers' execution, and not any VOPH-MPUD Owner(s) (who shall be deemed third-party beneficiaries, only, as set forth below).

j. **Waiver**. The failure of any party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is a violation of the terms of this

Agreement shall not be construed as a waiver of the violation or breach or of any future violation, breach, or wrongful conduct.

k. **Contract Execution**. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts shall constitute one (1) and the same agreement.

l. **Gender**. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa.

m. **Headings**. All article and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

n. **Severability**. In case anyone (1) or more of the provisions contained in this Agreement is found to be invalid, illegal, or unenforceable in any respect, such invalidity, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless such unenforceable provision results in ta frustration of the purpose of this Agreement or the failure of consideration.

o. **Construction**. The parties hereby agree that each has played an equal part in the negotiation and drafting of this Agreement and, in the event any ambiguity should be realized in the construction or interpretation of this Agreement, the result of such ambiguity shall be equally assumed and realized by each of the parties to this Agreement.

p. **Cancellation**. This Agreement may be canceled by mutual consent of the parties to this Agreement.

q. **Third Party Beneficiaries**. Pasco County and the Co-Developers acknowledge and agree that, upon their consummation of the respective closings upon the Designated VOPH-MPUD, each VOPH-MPUD Owner and its successors and assign(s) shall be deemed an express, intended third-party beneficiary of this Agreement to the extent this Agreement pertains to any off-site infrastructure which serves the Designated VOPH-MPUD. Such VOPH-MPUD Owner(s) shall not be deemed "parties" to this Agreement and nothing in this Agreement shall be construed to benefit any person or entity not a party or an express third-party beneficiary to this Agreement.

r. **Signatories Authority**. By the execution hereof, the parties covenant that the provisions of this Agreement have been duly approved and signatories hereto are duly authorized to execute this Agreement.

s. **Controlling Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising from this Agreement shall be in the 6th Judicial Circuit in and for Pasco County, Florida.

t. **Successors and Assigns**. The terms of this Agreement shall be binding upon the Co-Developers, their respective successors and assigns. Either Co-Developer may assign its interest in this Agreement and its respective rights and obligations hereunder, in whole or in part, to any firm, corporation, or other legal entity, to any authorized CDD,

POA, or other County-approved entity created for the purpose of constructing or operating a public infrastructure project with the consent of all parties to this Agreement, which consent shall not be unreasonably withheld or delayed, and any such assignee shall be entitled to all the rights and powers of such participation hereunder; provided however, that the Co-Developer shall deliver to Pasco County a copy of any such fully executed assignment instrument as a condition to the effectiveness of such assignment, and further, if such assignee (a) is not wholly owned or majority controlled by the Co-Developer, or (b) is not an authorized CDD or POA as provided for herein, such assignment shall require Pasco County's prior written consent, which shall not be unreasonably withheld. Upon any such assignment, such assignee shall succeed to all the rights and obligations of the applicable Co-Developer as to such assigned matters, only. The duties, rights and obligations of the Financial Escrow Agent and Engineer Verification Agent under this Agreement shall not be assignable without the prior written consent of the County and Co-Developers.

u. **Survival**. The provisions of all sections of this Agreement that, from their sense and context are intended to survive the term or any termination of this Agreement, including, but not limited to, affirmative maintenance and other obligations, in order for them to be effectual and have the meaning intended by the parties, shall so survive (but shall expire within any specific time limitation which may be expressly stated elsewhere in this Agreement) the term or any termination of this Agreement and remain independently binding upon the parties, as applicable.

v. **Force Majeure**. In the event any party's performance of this Agreement is delayed or interrupted by consequent act of God, or the public enemy, or national emergency, or a government restriction upon the use of availability of labor or materials, or civil insurrection, riot, racial or civil rights disorders or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm hurricane, sinkholes, earthquake, or other casualty, disaster, or catastrophe, or judgment, or a restraining order or injunction of any court, or material supply shortage, equipment or labor disruption beyond the control of such party (individually or collectively a "Force Majeure" event), such party shall not be liable for such nonperformance, and the time of performance shall be extended for the number of days that the force majeure event delays or interrupts such party's performance of this Agreement as reasonably determined by the other parties. This paragraph shall not apply to Force Majeure events caused by the party with delayed or interrupted performance or under the control or caused by the party with delayed or interrupted performance . In the event performance by any party of the commitments set forth in this Agreement shall be interrupted or delayed in connection with acquisition of necessary governmental permits or approvals which interruption or delay is caused through no fault of the party with a delayed performance, then the party with a delayed performance shall submit documentation to the other parties regarding such event for review and concurrence. If such documentation shows that such event(s) have taken place, then the party with a delayed performance shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof. Any Force Majeure event which exceeds one hundred eighty (180) days shall require a formal amendment to this Agreement. For purposes of this paragraph, the Engineer Verification Agent and Financial Escrow Agent shall be considered parties to this Agreement.

w. Indemnification. Developer shall indemnify and hold harmless the County, the Engineer Verification Agent and the Financial Escrow Agent and their employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the Developer's design, permitting or construction of the Infrastructure Projects, provided that any such liability, claim, suit, demand, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Infrastructure Projects themselves), or arises out of any infringement of patent rights, copyrights, trademarks, or other intellectual property rights held by others, and (b) is caused in whole or in part by an act or omission of Developer or anyone directly or indirectly employed or retained by Developer, or anyone for whose act any of them may be liable. The foregoing indemnity by the Developer shall not apply to any willful misconduct, gross negligence or other malfeasance by either the Financial Escrow Agent or the Engineer Verification Agent in the performance of their prescribed duties under this Agreement.

x. **Public Records**. The Developer, Financial Escrow Agent, Engineer Verification Agent, and all contractors performing work under this Agreement, as applicable, shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, each such party shall (a) keep and maintain those public records required by the County hereunder to perform the services under this Agreement; (b) upon request from the County's custodian of public records provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the applicable party does not transfer the records to the County; and (d) upon completion of the Agreement, transfer, at no cost to the County, all public records in possession of such party. Upon transfer, the party shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. All documentation produced as part of this Agreement will become the property of the County. This paragraph shall survive the expiration or termination of this Agreement.

IF ANY APPLICABLE PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER (727) 815-7092, E-MAIL ADDRESS oeg@pascocountyfl.net, WEST PASCO GOVERNMENT CENTER, 8731 CITIZENS DRIVE, SUITE 135, NEW PORT RICHEY, FLORIDA 34654.

y. Under Florida law, a company who fails to provide the public records to the County within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement. Such records shall be and remain

available at the applicable party's place of business at all reasonable times during the term of this Agreement and for five (5) years after Agreement termination.

z. **Term**. This Agreement shall remain in effect from the date of execution by the last party to sign the agreement (the **"Effective Date"**) until December 31, 2050, unless otherwise extended by mutual consent of the parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the respective dates set forth below.

CO-DEVELOPER:

VOPH Master Development Company, LLC,
A Florida limited liability company

By: _____
Name: Mark Methey
Title: Vice President
Date: 10/10/2022

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10 day of October, 2022 by Mark Methey of VOPH Master Development Company, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me ~~or has produced _____ as identification.~~

_____
Notary Public
State of Florida
Print Name: Heather Mattiza
My Commission Expires: November 21, 2025

HEATHER MATTIZA
Notary Public-State of Florida
Commission # HH 200611
My Commission Expires
November 21, 2025

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CO-DEVELOPER:

Galvin Land Services, LLC,
A Florida limited liability company

By: _____
Name: Mike GALVIN
Title: MANAGER
Date: 10-5-22

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5 day of October, 2022 by Mike Galvin of Galvin Land Services, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida
Print Name: _____
My Commission Expires: _____

JODILYNN FURLONG
MY COMMISSION # GG 922978
EXPIRES: February 15, 2024
Bonded Thru Notary Public Underwriters

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

COUNTY:

PASCO COUNTY, FLORIDA,
through its Board of County Commissioners

By: _____
Kathryn Starkey, its Chairperson

Date: _____

(SEAL)

ATTEST:

_____
Clerk of the Board, Nikki Alvarez-Sowles, Esq.

10/5/2022, 015 PDD23-0005

APPROVED
IN SESSION

OCT 25 2022

PASCO COUNTY
BCC

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

DESIGNATED MPUD OWNER ENTITIES, as INTENDED THIRD-PARTY BENEFICIARIES:

VOPH LAC Bailey, LLC
For Bailey MPUD

By: _____
Name: Mike GALVIN
Title: MANAGER

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5 day of October, 2022 by Mike Galvin of VOPH LAC Bailey, LLC, a FL limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

_____
Signature of Notary

Printed Name: _____

[Notary Seal]

Serial Number: _____

JODILYNN FURLONG
MY COMMISSION # GG 922978
EXPIRES: February 15, 2024
Bonded Thru Notary Public Underwriters

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Galvin Land Services, LLC
For Price Harvest Hills North MPUD, Price Harvest Commons MPUD, Price Harvest Hills South MPUD, Hopkins MPUD, & Nursery MPUD

By: _____
Name: Mike Galvin
Title: MANAGER

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5 day of October, 2022 by Mike Galvin of Galvin Land Services, LLC, a FL limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

_____
Signature of Notary

Printed Name: _____

[Notary Seal]

Serial Number: _____

JODILYNN FURLONG
MY COMMISSION # GG 922978
EXPIRES: February 15, 2024
Bonded Thru Notary Public Underwriters

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

VOPH Land Acquisition Company, LLC
For Evans Pasadena MPUD f/ka Evans Parcel G-1; Evans Parcel H-1; & Evans Parcel H-2 MPUD's)

By: _____
Name: MARK MOTHENY
Title: VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10 day of OCTOBER, 2022 by MARK MOTHENY of VOPH Land Acquisition Company, LLC, a FL limited liability company, on behalf of the company. He/she is personally known to me ~~or has produced _____ as identification.~~

HEATHER MATTIZA
Notary Public-State of Florida
Commission # HH 200611
My Commission Expires
November 21, 2025

[Notary Seal]

_____
Signature of Notary

Printed Name: HEATHER MATTIZA

Serial Number: HH 200611

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CONSENT & JOINDER(S) FOR ESCROW AGENTS

ENGINEER VERIFICATION AGENT:

W.E. Oliver, P.E. LLC

By: Wm E Oliver
Name: William E. Oliver
Title: President

STATE OF FLORIDA

COUNTY OF Hillsborough

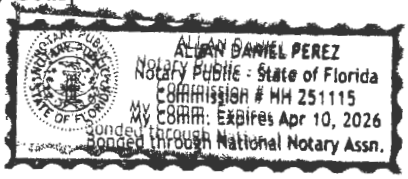
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18th day of October, 2022 by William E. Oliver of W.E. Oliver, P.E., LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or has produced Florida Driver License O416-925-55-091-0 as identification.

Signature of Notary

Printed Name: Allan D. Perez

Serial Number: HH 251115

[Notary Seal]



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

And Its Sub-Consultant:

Vanasse, Hangen, Brustlin, Inc.

By: _____
Name: Demond Hazley
Title: Managing Director

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20 day of October, 2022 by Demond Hazley of Vanasse, Hangen, Brustlin, Inc., a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

_____
Signature of Notary

Printed Name: Gabrielle Spell

Serial Number: GG 923561

[Notary Seal]

GABRIELLE SPELL
Commission # GG 923561
Expires February 16, 2024
Bonded Thru Budget Notary Services

[SIGNATURES CONTINUE ON NEXT PAGE]

FINANCIAL ESCROW AGENT:

Phelps Dunbar, LLP

By: _____
Name: ROBERT GIDEL JR.
Title: PARTNER

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18th day of October, 2022 by Robert Gidel, Jr., partner or agent, on behalf of Phelps Dunbar, LLP, a _____ limited liability ~~partnership~~. He/she is personally known to me or has produced _____ as identification.

LORI N. HARRIS
MY COMMISSION # GG 342758
EXPIRES: June 14, 2023
Bonded Thru Notary Public Underwriters

[Notary Seal]

_____
Signature of Notary

Printed Name: Lori N. Harris

Serial Number: GG 342758

SCHEDULE OF EXHIBITS

Exhibit A: List of Designated VOPH-MPUDs for each Co-Developer [w/ Matching MPUD Applicant Entity]

Exhibit B-1: Designated Master Roadway Pipeline Projects for each Co-Developer [w/ matching VOPH-MPUDs]

Exhibit B-2: Graphic Depiction for Master Roadway Pipeline Projects

Exhibit C: Phasing Plan for Designated Master Roadway & Developer Utility Pipeline Projects

Exhibit D-1: Graphic for County's Handcart Main Potable Water Transmission Line

Exhibit D-2: Graphic for County's Handcart Main Sanitary Sewer Transmission Line

Exhibit E-1: Graphic for Developer Potable Water Transmission Line Projects

Exhibit E-2: Graphic for Developer Wastewater Transmission Line Projects

Exhibit E-3: Graphic for Developer Reclaim Transmission Line Projects

Exhibit E-4: Designated Developer Utility Projects for each Co-Developer [w/ matching VOPH-MPUDs]

Exhibit F: Scope of Services for Engineer Verification Agent ("EVA")

Exhibit A

List of Designated VOPH-MPUDs

MPUD Name	Co-Developer	MPUD Entity
Bailey MPUD	Galvin Land	VOPH LAC Bailey, LLC
Price Harvest Hills North MPUD	Galvin Land	Galvin Land Services, LLC
Price Harvest Commons MPUD	Galvin Land	Galvin Land Services, LLC
Price Harvest Hills South MPUD	Galvin Land	Galvin Land Services, LLC
Hopkins MPUD	Galvin Land	Galvin Land Services, LLC
Nursery MPUD	Galvin Land	Galvin Land Services, LLC
Pasadena (G-1; H-1; H-2) MPUD	VOPH Master	VOPH Land Acquisition Company, LLC

Prior or subsequent to closing on the applicable VOPH-MPUD land, the applicable Co-Developer shall have the right to designate a substitute VOPH-MPUD ownership entity; provided, however, that the applicable VOPH master roadway plan pipeline project identified for each such VOPH-MPUD shall remain applicable to and binding upon each successor owner or assignee so designated by the Co-Developer, as to that VOPH-MPUD. In addition, either Co-Developer with the consent of the County Administrator may designate additional VOPH-MPUDs with appurtenant designated master roadway pipeline project(s), in which event the applicable exhibits to this Development Agreement shall be administratively amended by the applicable Co-Developer and the County Administrator.

Exhibit B-1

Designated Master Roadway Pipeline Projects

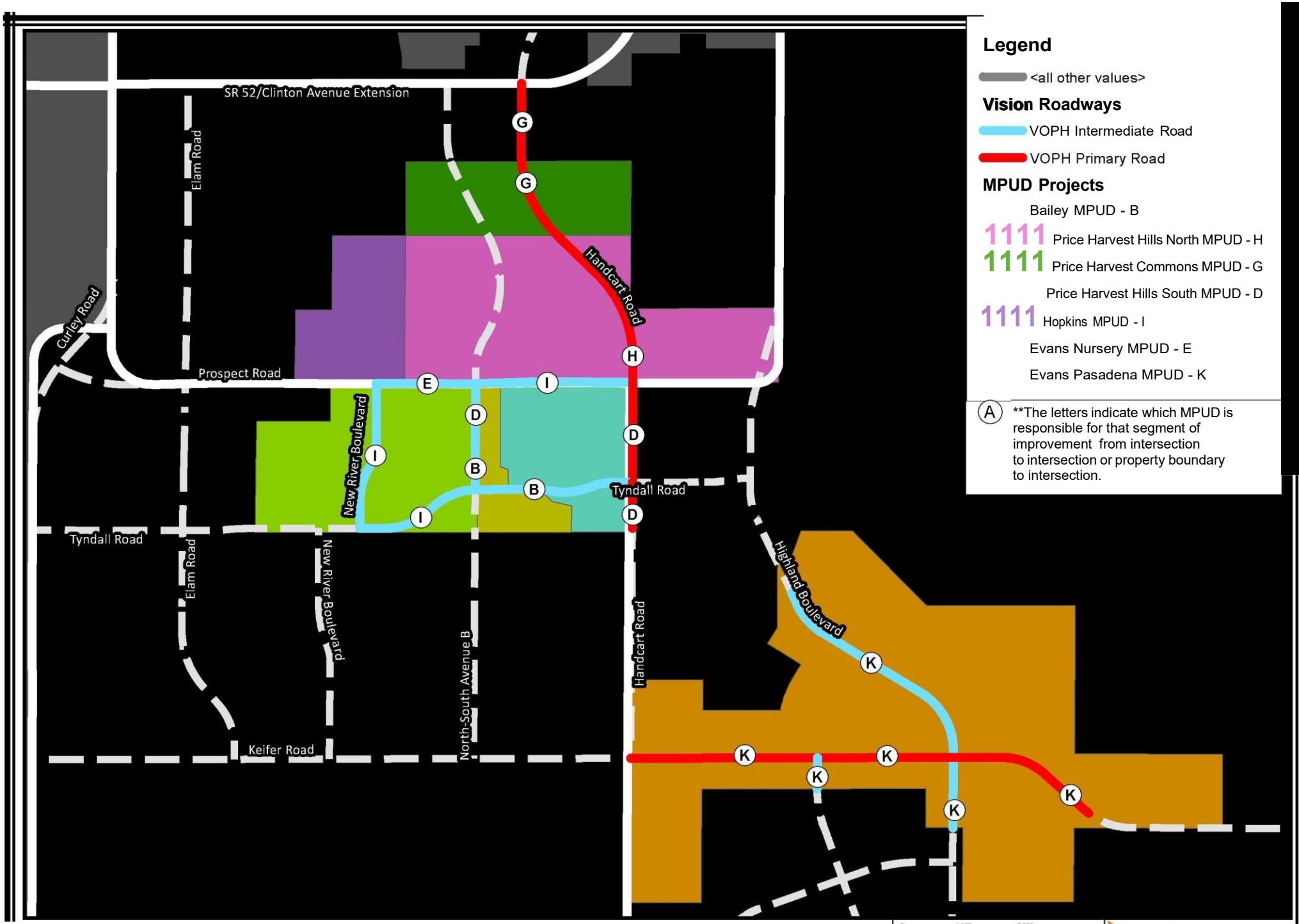
Designated VOPH-MPUD	**Designated Roadway Pipeline Project(s)**
Bailey MPUD:	Tyndall Road from Handcart Road to North-South Avenue B (Intermediate Off-Site Creditable); and North-South Avenue B from Tyndall Road to Bailey MPUD entrance (Intermediate Off-Site Creditable)
Price Harvest Hills North MPUD:	Handcart Road from Prospect Road north to Price Harvest Hills North MPUD boundary (Primary Creditable)
Price Harvest Commons MPUD:	Handcart Road from southern boundary of Price Harvest Commons MPUD to Clinton Avenue (Primary Creditable)
Price Harvest Hills South MPUD:	Handcart Road from Tyndall Road to Prospect Road (Primary Creditable); and North-South Avenue B from Prospect Road to Bailey MPUD Entrance (Intermediate Off-Site Creditable)
Hopkins MPUD:	New River Blvd. from Prospect Road to Tyndall Road (Intermediate Off-Site Creditable); and Tyndall Road from New River Blvd. to North-South Avenue B (Intermediate Off-Site Creditable); and Prospect Road from North-South Avenue B to Handcart Road (Intermediate Off-Site Creditable)
Evans Nursery MPUD:	Prospect Road from New River Blvd. to North-South Avenue B (Partially Intermediate Off-Site Creditable and Partially Intermediate On-Site Not Creditable*)
Evans Pasadena MPUD(s):	Keifer Road from Handcart Road to the easternmost subdivision entrance constructed by the Co-Developer (Primary Creditable) (the remaining eastern portion of Keifer Road within Pasadena MPUD(s) shall require right-of-way dedication only); Highlands Blvd. from the southern MPUD boundary to the northernmost subdivision entrance constructed by the Co-

	Developer (Intermediate On-Site Not Creditable*) (the remaining northern portion of Highland Blvd. within Pasadena MPUD(s) shall require right-of-way dedication only); the entirety of the internal roadway south of Keifer Road to the southern MPUD boundary (not creditable*)

- Fee credit for on-site intermediate roadways is subject to VOPH Financial Plan amendment. In the event on-site intermediate roadways are made creditable, then this Exhibit B-1 shall be deemed automatically amended (without further action by the Board or County Administrator) to provide VOPH Development Fee credits for all such intermediate roadways constructed by the Co-Developers. Any Designated VOPH-MPUD which had prior MPUD approval without such on-site intermediate roadway credits shall be updated by PDD through a Non-Substantial Modification, to conform to the VOPH-Financial Plan, as amended, and to provide for such on-site intermediate roadway credits consistent with this DA, without a required application from such previously-approved VOPH-MPUD.

Exhibit B-2

Graphic Depiction of Designated Master Roadway Pipeline Projects



Villages of Pasadena Hills

Exhibit B-2 (Master Roadway Pipeline Projects)

Pasco County

HEIDT DESIGN -- (813) 253-5311

Date Saved: 1/6/2022Map Document: G:

Exhibit C

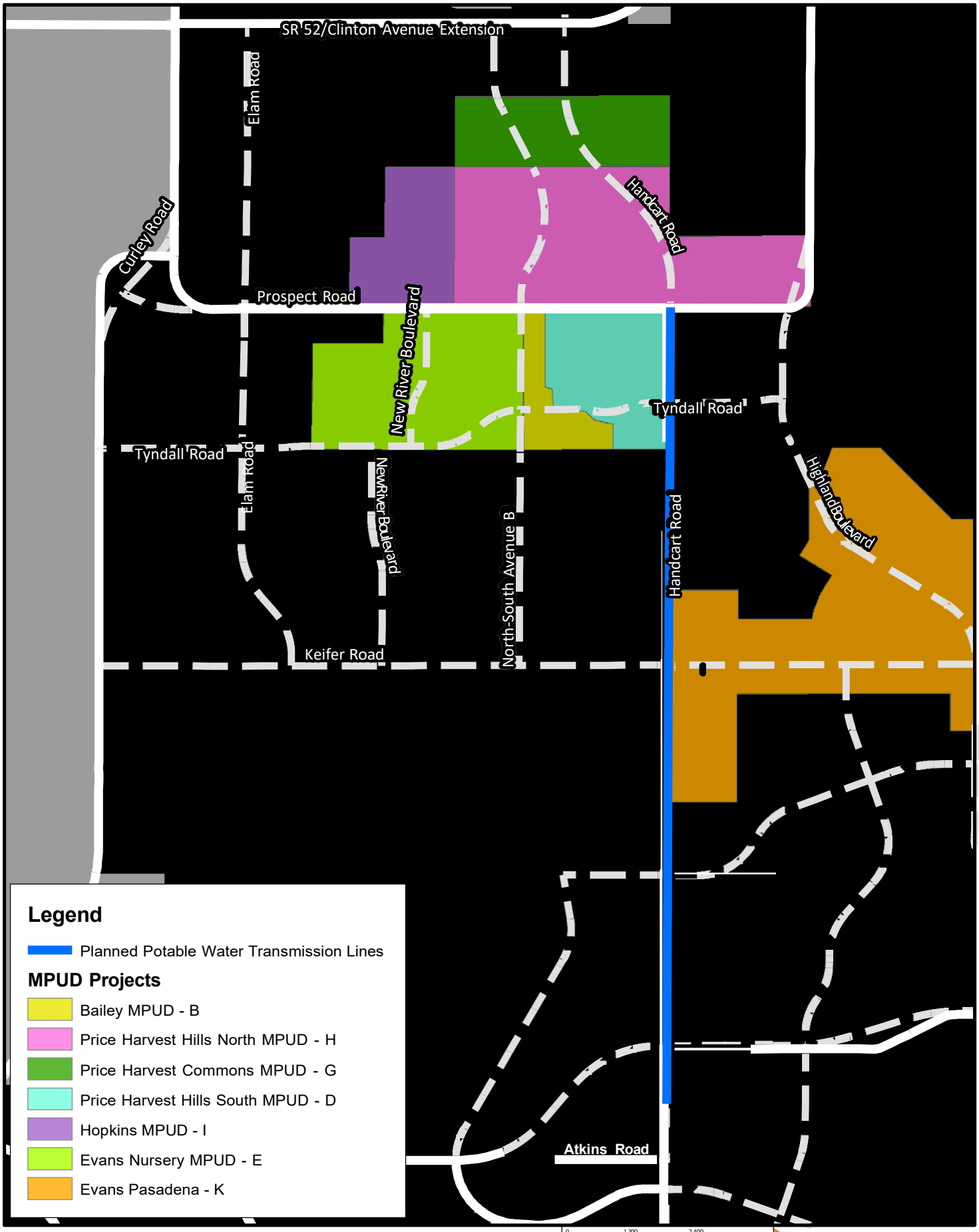
Initial Phasing Plan for Designated Master Roadway Plan & Developer Utility Pipeline Projects

Design/Permitting:	Commence design/permitting and right-of-way acquisition (if necessary) not later than thirty (30) days after (i)the VOPH-MPUD rezoning final approval and (ii) the closing by the Co-Developer or its Designated VOPH-MPUD Owner have both occurred, for the applicable Designated VOPH-MPUD Project (the "Initial Commencement Date")
Escrow Funding Date:	Not later than thirty (30) days after issuance of the Site Development Permit (or Site Development Placard) for the applicable roadway and/or utility project
Construction:	Commence roadway and/or utility construction not later than twelve (12) months after issuance of the Site Development Permit (or Site Development Placard) for the applicable roadway and/or utility project
Completion:	Complete roadway and/or utility construction not later than eighteen (18) months after commencement of construction for the applicable roadway and/or utility phase. Construction shall be deemed "complete" when the applicable roadway or utility project is open for public use and the applicable Maintenance Guarantee (as defined in the Agreement) has been accepted by the County.

Note: The foregoing schedule shall apply to each separate VOPH-MPUD Master Roadway Pipeline Project and/or Developer Utility Project, which project(s) may be designed, permitted and/or constructed in phases, and may overlap or occur concurrently, in the Co-Developer's discretion, provided that each applicable, individual VOPH-MPUD pipeline project deadline nevertheless is met. The subsequent, actual sequencing of the Master Roadway Pipeline and/or Developer Utility Projects by the Co-Developer or its designee(s) shall not affect the credibility of any Master Roadway Pipeline or Developer Utility Project, as established in each applicable Designated VOPH-MPUD approval or this Agreement. Applicable credits shall be awarded upon the earlier of (i) funding by the applicable Co-Developer of the VOPH Roadway Escrow Account or VOPH Utility Escrow Account, as applicable, or (ii) completion of construction and verification of costs for the Designated Master Roadway Plan Pipeline Project or Developer Utility Project (as applicable), as provided in this Agreement.

Exhibit D-1

Graphic for County's Handcart Main Potable Water Transmission Line



Villages of Pasadena Hills

Exhibit D-1 [County's Handcart Main Potable Water Transmission Line] Pasco County

0 1,200 2,400 Feet

Source: Heidt Design, Pasco County

N

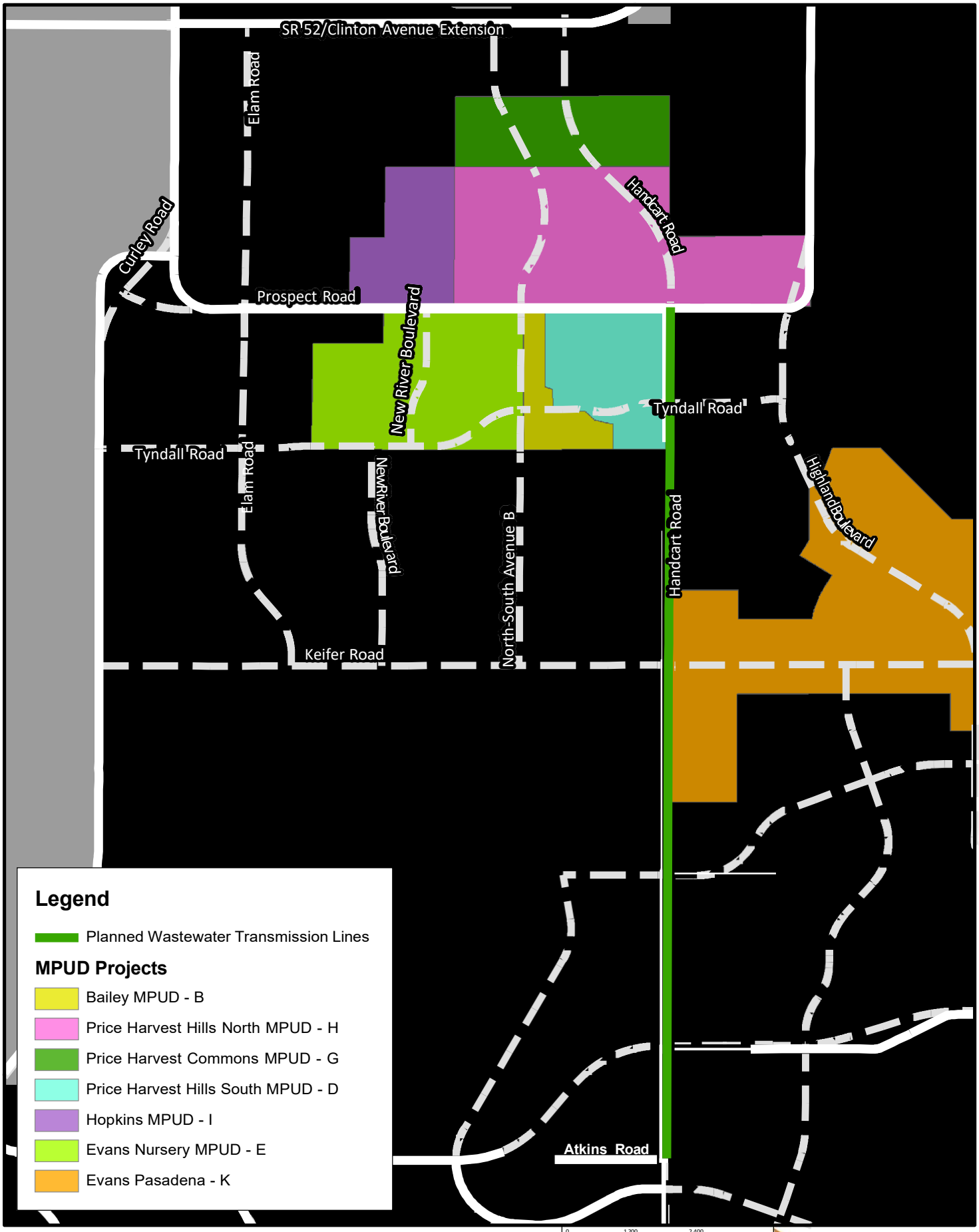
Data were acquired from various sources including but not limited to state, county, and local entities. Heidt Design does not warrant data provided by other sources for accuracy, or for any particular use that may require accurate information. This map is for informational purposes only and should not be substituted for a true title search, property appraisal, or survey.

HEIDT DESIGN (813) 253-5311

Date Saved: 3/28/2022Map Document: G:\GIS_Projects\Pasco\VOPH\VOPH\MXD\VOPH_PH1\VOPH_Ph1_MPUD_20220328_water.mxd-- --E Caltagirone

Exhibit D-2

Graphic for County's Handcart Road Main Sanitary Sewer Transmission Line



Villages of Pasadena Hills

Exhibit D-2 (County's Handcart Sanitary Sewer Transmission Line)

Pasco County

0 1,200 2,400 Feet

Source: Heidt Design, Pasco County

N

Data were acquired from various sources including but not limited to state, county, and local entities. Heidt Design does not warrant data provided by other sources for accuracy, or for any particular use that may require accurate information. This map is for informational purposes only and should not be substituted for a true title search, property appraisal, or survey.

HEIDT DESIGN (813) 253-5311

Date Saved: 3/28/2022Map Document: G:\GIS_Projects\Pasco\VOPH\VOPH\MXD\VOPH_PH1\VOPH_Ph1_MPUD_20220328_waste.mxd-- --E Caltagirone

Exhibit E-1
Graphic for Developer Potable Water Transmission Line Projects



Villages of Pasadena Hills

Exhibit E-1 [Developer Potable Water Transmission Lines]

Pasco County

0 1,100 2,200 Feet

N

Source: Heidt Design, Pasco County

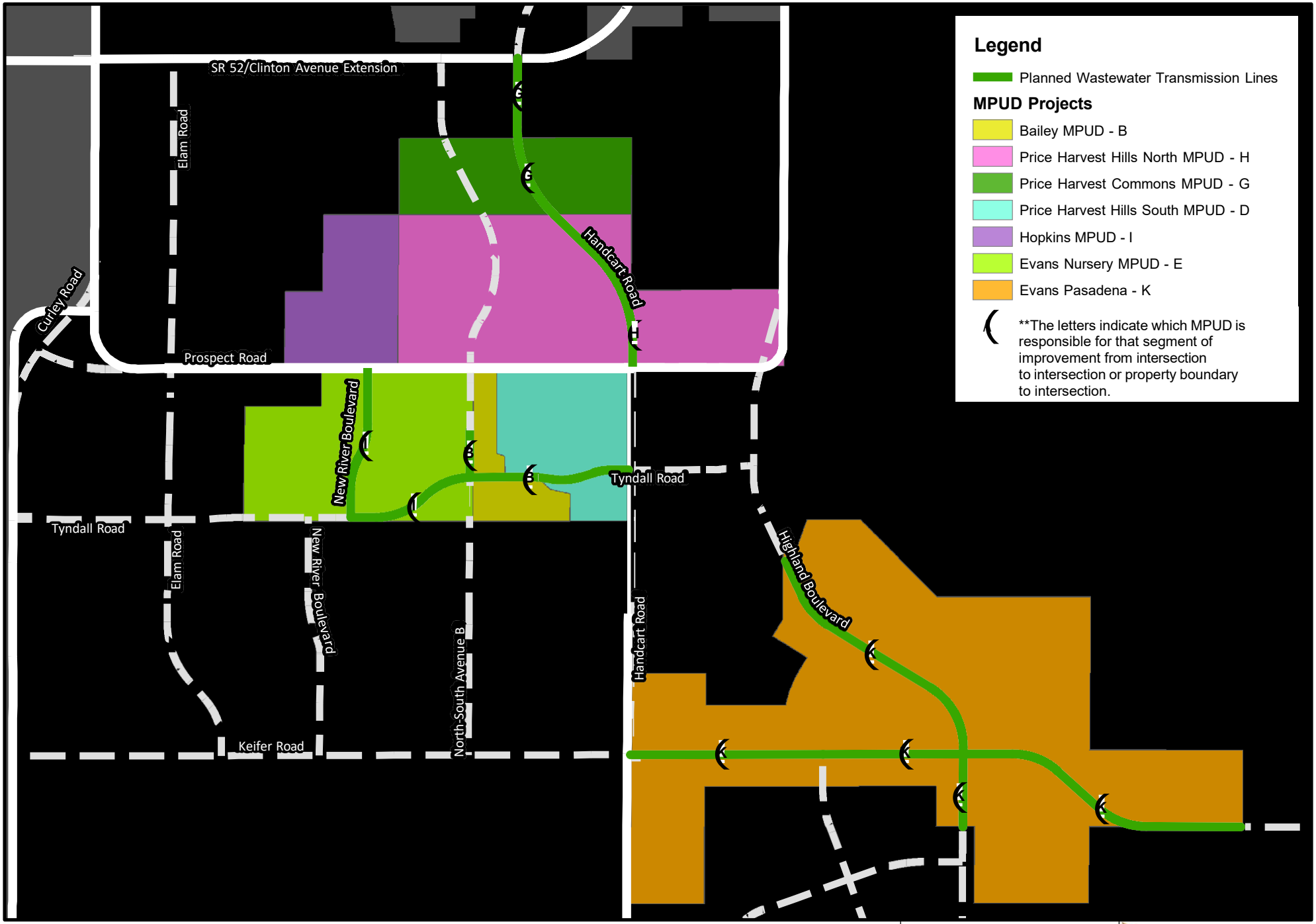
Data were acquired from various sources including but not limited to state, county, and local entities. Heidt Design does not warrant data provided by other sources for accuracy, or for any particular use that may require accurate information. This map is for informational purposes only and should not be substituted for a true title search, property appraisal, or survey.

HEIDT DESIGN (813) 253-5311

Date Saved: 1/6/2022Map Document: G:\GIS_Projects\VOPH\VOPH\MXD\VOPH_PH1\VOPH_Ph1_MPUD_20210628_water.mxd-- -- E Caltagirone

Exhibit E-2

Graphic for Developer Wastewater Transmission Line Projects



Villages of Pasadena Hills

Exhibit E-2 [Developer Wastewater Transmission Lines]

Pasco County

0 1,100 2,200 Feet

Source: Heidt Design, Pasco County

Data were acquired from various sources including but not limited to state, county, and local entities. Heidt Design does not warrant data provided by other sources for accuracy, or for any particular use that may require accurate information. This map is for informational purposes only and should not be substituted for a true title search, property appraisal, or survey.

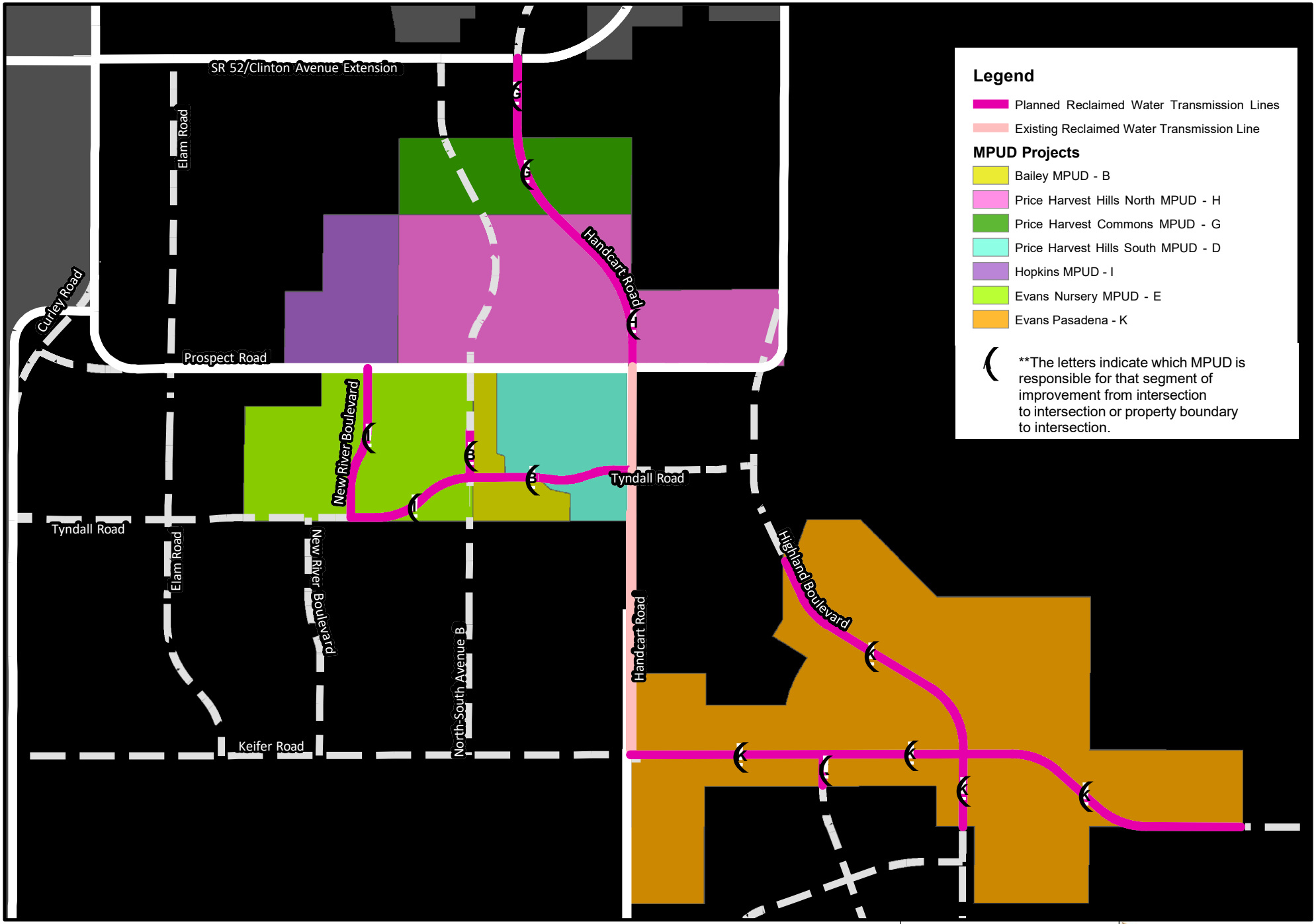
N

HEIDT DESIGN (813) 253-5311

Date Saved: 1/6/2022Map Document: G:\GIS_Projects\VOPH\VOPH\MXD\VOPH_PH1\VOPH_Ph1_MPUD_20210628_waste.mxd-- -- E Caltagirone

Exhibit E-3

Graphic for Developer Reclaim Water Transmission Line Projects



Villages of Pasadena Hills

Exhibit E-3 [Developer Reclaim Transmission Lines]

Pasco County

0 1,100 2,200 Feet

N

Source: Heidt Design, Pasco County

Data were acquired from various sources including but not limited to state, county, and local entities. Heidt Design does not warrant data provided by other sources for accuracy, or for any particular use that may require accurate information. This map is for informational purposes only and should not be substituted for a true title search, property appraisal, or survey.

HEIDT DESIGN (813) 253-5311

Date Saved: 1/6/2022Map Document: G:\GIS_Projects\VOPH\VOPH\MXD\VOPH_PH1\VOPH_Ph1_MPUD_20210628_reclaimed.mxd-- -- E Caltagirone

Exhibit E-4

Designated Developer Utility Projects

Designated MPUD	**Potable Water, Wastewater & Reclaim Lines**
Bailey MPUD:	Tyndall Road from Handcart Road to North-South Avenue B; North-South Avenue B from Tyndall Road to Bailey MPUD Project Entrance
Price Harvest Hills North MPUD:	Handcart Road from Pasadena Point to northern MPUD property line
Price Harvest Commons MPUD:	Handcart Road from southern MPUD boundary to Clinton Avenue
Price Harvest Hills South MPUD:	Not Applicable
Hopkins MPUD:	Tyndall Road from North-South Avenue B to New River Blvd; New River Blvd. from Tyndall Road to Prospect Road
Evans Nursery MPUD:	Not Applicable
Evans Pasadena MPUD:	Keifer Road from Handcart Road to the MPUD's easternmost subdivision entrance; Highland Blvd. from The MPUD's southernmost subdivision entrance to its northernmost subdivision entrance

Note: To the extent the County Utility Projects (as defined in the Agreement) include any portion(s) of the foregoing Developer Utility Projects, such overlapping utility segments shall be treated as and deemed to be County Utility Projects under this Agreement.

Exhibit F
Scope of Engineer Verification Agent Services
for Roadways and Utilities Capital Infrastructure
Villages of Pasadena Hills MPUD Owner Projects

RECITALS

The EVA will review and verify the propriety of requests for third-party disbursement payments, reimbursements, and/or award of fee credits (as applicable) for implementing capital improvement infrastructure described in the "Funding and Escrow Agreement" ("F&EA"), and provide its recommendation to the requestor, Co-Developer, Pasco County, and a Financial Escrow Agent. Within this scope of services, EVA will create submittal requirement checklists, review regular (monthly) electronic submittal packages, maintain public records, and issue acceptance/approval letters to the above parties.

These services will be primarily led by and undertaken by a W.E. Oliver, P.E., LLC sub-Consultant firm, Vanasse, Hangen, Brustlin, Inc., referred to herein as "VHB". W.E. Oliver, P.E., LLC and Vanasse Hangen Brustlin, Inc. are jointly referred to as the "EVA".

SCOPE OF WORK

Task 1: Project Administration
The EVA will prepare project kick-off, quality assurance review, monitoring procedures, regular administration services for communications, project billing, filing and administer the work order assignment through the project term of service.

Up to a bi-monthly basis, EVA will meet by video-conference (e.g. MS Teams, WebEx, ZOOM, etc.) and coordinate with Pasco County, Financial Escrow Agent, Co-Developers, and/or representatives to discuss current progress, explain steps and process of obtaining disbursement, reimbursement, and/or credit reviews, and the role of the EVA.

Task 2: Prepare Typical Disbursement, Reimbursement, and/or Fee Credit Materials
The EVA will coordinate with Pasco County, Financial Escrow Agent, Co-Developers, and/or representatives to create payment disbursement, reimbursement, and fee credit review requirement checklists and define Co-Developer materials required for submittal, process diagrams, and approval letter templates. The EVA will provide a draft copy of the checklist (substantively consistent with the terms of the F&EA) to the County and the Co-Developers for review and comment. The EVA will then revise the checklist based on consolidated comments

received for resubmit. A maximum total of three (3) reviews and revisions will be undertaken. All of the materials will be created using MS Office Suite software.

Co-Developers will be required to submit an official letter that lists the required materials for the EVA to determine the amount of eligible disbursement, reimbursement, or fee credits, as applicable, and include in the package, at a minimum, the following evidence:

A. Co-Developer applicant letter indicating amount of third-party disbursement, reimbursement, or fee credits requested, with amounts segmented by Escrow Account (as needed);
B. Eligibility Criteria Checklist signed by Co-Developer applicant;
C. Co-Developer Applicant Contact information, address, etc.;
D. Installation Segment Location: Location of the applicable capital improvements (e.g. transmission lines are located in the ROW (Name of Road) from X segment to Y Segment, with map);
E. Proof that all improvements adhere to the capital improvements identified in the F&EA;
F. Certified 3rd party (e.g. Co-Developer's Engineer of Record) cost estimate verification for requested disbursement, reimbursement, or fee credit amount;
G. Approved Pasco County sign off of Construction Drawings for the creditable improvements;
H. Land is dedicated or easements are in place for installation of improvements;
I. Proof of Inspection Verification Sign off by Pasco County; and
J. Other criteria as required by EVA to complete reviews for Pasco County and Financial Escrow Agent approvals (consistent with the terms of the F&EA).

Task 3: Receive, Review, and Process Co-Developer Authorization Requests

The EVA will review and document Co-Developer application submittals for third-party disbursements, reimbursements, and/or fee credit awards, as applicable under the F&EA. It is anticipated that thirty (30) Co-Developer verification requests will occur on a no more frequently than monthly basis over the initial three (3) years, and with optional extensions, up to five (5) year anticipated project length.

It is assumed that the applications will occur electronically, will contain all required Task 2 materials, that review correspondence will occur through email, that multiple reviews and issuance of printed deficiency comments will not be typically necessary.

The EVA will prepare and maintain a database (MS Office Suite) that summarizes the review completed for the submitted materials and prepare a document to submit to the County for concurrence review prior to issuance of an acceptance letter to the County and the Escrow Agent.

Upon completed review and acceptance of Co-Developer verification application materials, the EVA will issue a signed and sealed letter to the County and Escrow Agent approving the third-

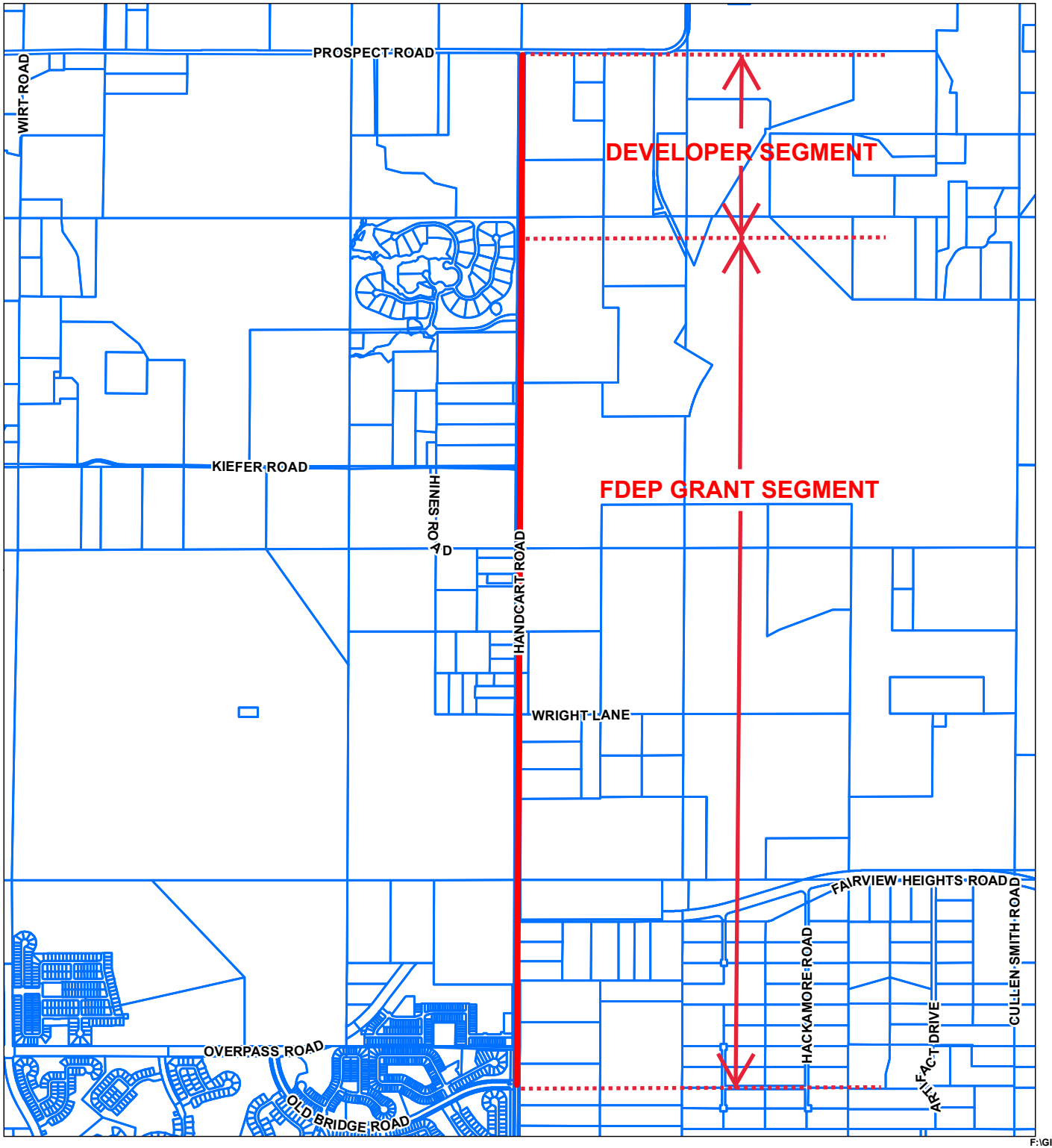
party disbursement or Co-Developer reimbursement payment from the Escrow Account(s), and/or the recommendation for award of fee credits to the County, as applicable.

The EVA will maintain the submitted materials and record of actions in an organized, electronic filing system per County and Florida Statutes requirements.

SCHEDULE

The EVA will begin performance of the above services on the date written authorization to proceed is received. The schedule is also subject to timely delivery of information required by the Co-Developer and is exclusive of County or other review of interim products. Upon receipt of a complete review request, review and recommendation is expected to be completed within 20 days.

A three (3) year-long project is initially anticipated to complete the Co-Developer projects, but the F&EA provides for two additional one-year extension options. Tasks One and Two services will be commenced upon receipt of Notice to Proceed and confirmation of sufficient Co-Developer application funding. Subsequent Tasks Three and Four services will be undertaken as disbursement, reimbursement, and/or fee credit verification requests are received.



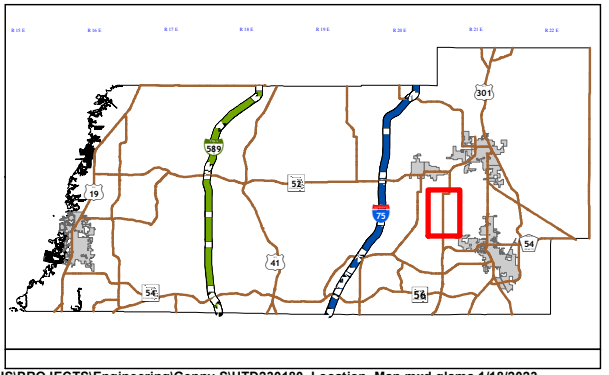
UTD23-0180

Pasco County
Handcart Road
Water and Wastewater

SUBJECT AREA

COMMISSION DISTRICT: 1

0 2,000 4,000
Feet



F:\GIS\PROJECTS\Engineering\Genny S\UTD230180_Location_Map.mxd glame 1/18/2023

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** UT23-0245 **DATE:** 3/21/2023

SUBJECT: Budget Amendment Journal No. 924 and Purchasing Approval to Reallocate Fiscal Year 2022 Approved Amount for Fiscal Year 2023 – Agreement No. LPA0206 Standard Grant Agreement, State of Florida Department of Environmental Protection – Pasco County Handcart Road Water and Wastewater – $6,841,104.00

REFERENCES: UTD22-0012, UTD22-0263, PDD23-0005, UTD23-0180

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: David Allen, Utilities Director

RECOMMENDED BOARD ACTION:

Approve purchasing approval to reallocate Fiscal Year (FY) 2022 approved amount for the State of Florida Department of Environmental Protection (FDEP) Standard Grant Agreement, Pasco County Handcart Road Water and Wastewater Agreement No. LPA0206, in the Not To Exceed (NTE) amount of $6,500,000.00 for FY 2023.

Approve Budget Amendment Journal No. 924 in the amount of $341,104.00 for FY 2023.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On October 26, 2021, the County entered into a $6,500,000.00 grant agreement with the FDEP to construct water and wastewater infrastructure improvements along a portion of Handcart Road. The project's purpose is to stimulate economic growth in the area of Pasadena Hills.

On October 25, 2022, the County approved the Villages of Pasadena Hills (VOPH) Global Funding and Escrow Agreement to provide roadway and utility infrastructure inside the VOPH Special Planning Area. The agreement also designated the VOPH Developers as the constructing entity for the Handcart Road utility infrastructure described in the FDEP Grant. The Global Funding Agreement included a provision for a supplemental joint funding agreement to allocate any excess costs beyond the $6,500,000.00 FDEP Grant.

On February 21, 2023, the County approved a Joint Funding Agreement between Pasco County, VOPH Master Development Company, LLC, and Galvin Land Services, LLC (collectively referred to as the “VOPH Developers”) and budget amendment for the design and construction of water and wastewater infrastructure along Handcart Road. Project costs associated with the FDEP Grant Segment will be paid by the County, with reimbursement from the FDEP up to the $6,500,000.00 grant amount.

On April 19, 2022, the County approved Task Order No. 1-22 with Ardurra Group, Inc. (Ardurra), for engineering management services for the Handcart Road Utility Improvements Program Management project in the NTE amount of $343,688.00, $2,585.00 was expended in FY 2022 leaving a remaining amount of $341,103.00 on Task Order No. 1-22.

The Utilities Department, with concurrence from the Purchasing Department, requests approval to reallocate the FY 2022 approved amount with FDEP for Pasco County Handcart Road Water and

Wastewater in the NTE amount of $6,500,000.00 for FY 2023 resulting in the cumulative NTE amount of $9,057,500.00 for the contract term expiring on March 31, 2024. This amount associated with FDEP includes the full value of the construction and design award for the grant as well as engineering and project management services provided by Ardurra, as described above.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding in the amount of $6,500,000.00 is available in FY 2023 in the Water and Wastewater Capital Fund, Water and Wastewater Connection Fees, Utilities Capital Improvement, Project 22043, Grant # G22001.

Funding in the amount of $341,103.00 will be available for Fiscal Year 2023 upon approval of Budget Amendment Journal No. 924 in the Water and Wastewater Capital Fund, Water and Wastewater Connection Fees, Project 22043.

DISTRIBUTION:
Not applicable.

ATTACHMENT(S):
1. UT23-0245 Memorandum UTD22-0012
2. UT23-0245 Memorandum UTD22-0263
3. UT23-0245 Memorandum PDD23-0005
4. UT23-0245 Memorandum UTD23-0180
5. UT23-0245 Budget Amendment Journal No. 924
6. UT23-0245 Location Map

cc: Carrie C. Roberts, Purchasing Director

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** PEG24-0326 **DATE:** 6/4/2024

SUBJECT: Amendment to County Utility Projects Joint Funding Agreement

REFERENCES: All Villages of Pasadena Hills Planning and Policy Committee (PHPPC) and Board of County Commissioners (BCC) public hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): PHPPC at DC 4/17/24 and BCC at DC 6/4/24

AGENDA SECTION: Consent Agenda

THRU: Joseph Murphy, Interim Assistant County Administrator

FROM: David Engel, Director Planning and Economic Growth

RECOMMENDED BOARD ACTION:

Approve the amendment to the Funding Agreement. Authorize the Chairman to execute the Amendment and direct Board Records to distribute as set forth under the Distribution Section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On February 21, 2023, the BCC approved, and the parties executed, the County Utility Projects Joint Funding Agreement for Villages of Pasadena Hills (VOPH) Water and Wastewater Infrastructure.

The proposed amendment to the Joint Funding Agreement includes the following main updates:

- Galvin-Harris Land Services, LLC, has completed a feasibility design analysis for the County for the Tyndall Water Line Route, per section 5.e of the agreement; this route has been approved by the County to connect to the Boyette WTP System.
- Pasco County Utilities (PCU) has designated Galvin-Harris Land Services as the construction party for the Tyndall Water Line Route and will initiate the construction design phase for the project.
- As the designated construction party, Galvin will fund the initial design phase, with the County reimbursing Galvin quarterly (as allowed by "Budget Constraints").
- Galvin shall also act as the designated construction party and will be reimbursed on a monthly basis after submitting contractor invoices (subject to "Budget Constraints"). For more information on the "Budget Constraints", see Fiscal Impact section noted below.

FISCAL IMPACT/COST/REVENUE STATEMENT:

The County has budgeted funds allocated for design, permitting and construction for the Boyette WTP System Interconnect as follows: Fiscal Year 2023: $250,000 for design; Fiscal Year 2024: $250,000 for design/permitting; Fiscal Year 2025: $7,000,000 for construction; and FY 2026: $7,000,000 for construction. Each of these Fiscal Year

funding allocations are the respective "Budget Constraints" noted in the Joint Funding Agreement. The funding source is BRU 41505, Water Connection Fees.

DISTRIBUTION:
Board Records to distribute as set forth below:
1. Retain One Original.

2. Mail Two (2) Originals to the applicant

Mike Galvin
121 Snell Isle Blvd NE
St. Petersburg, FL 33704

3. Electronically to:
David Allen: dallen@pascocountyfl.net
David Goldstein – dgoldstein@pascocountyfl.net
Gavin Covey - gcovey@pascocountyfl.net
Kevin Sumner - ksumner@pascocountyfl.net
Amy Bland - abland@pascocountyfl.net

ATTACHMENT(S):
1. PEG24-0326: Amendment to County Utility Projects Joint Funding Agreement

cc:RM/DE/NP/DG

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

June 7, 2024

Mike Galvin
121 Snell Isle Blvd NE
St. Petersburg, FL 33704

RE: Amendment to County Utility Projects Joint Funding Agreement
C15 PEG24-0326

Dear Sir/Madam:

At the Pasco County Board of County Commissioners meeting of June 4, 2024, the above-mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Meeting Overview", scroll down to the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Kayla Zine
Records Clerk I, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

FIRST AMENDMENT TO

COUNTY UTILITY PROJECTS JOINT FUNDING AGREEMENT

VILLAGES OF PASADENA HILLS (VOPH)

WATER AND WASTEWATER INFRASTRUCTURE

THIS FIRST AMENDMENT TO COUNTY UTILITY PROJECTS JOINT FUNDING AGREEMENT FOR VILLAGES OF PASADENA HILLS (VOPH) WATER AND WASTEWATER INFRASTRUCTURE (the "First Amendment"), is made and entered into between Pasco County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("BCC") (also referred to as the "County"), and VOPH Master Development Company, LLC, a Florida limited liability company ("VOPH Master") Galvin Land Services, LLC, a Florida limited liability company, and Galvin-Harris Land Services, LLC, a Florida limited liability company ("Galvin") (VOPH Master and Galvin are also referred to as the "Co-Developers"), with reference to the following facts:

A. On February 21, 2023, the BCC approved and the parties executed that certain County Utilities Projects Joint Funding Agreement for Villages of Pasadena Hills (VOPH) Water and Wastewater Infrastructure (the "Agreement").
B. Galvin Land Services, LLC, as one of the Co-Developers under the Agreement, has assigned to Galvin-Harris Land Services, LLC, and Galvin-Harris Land Services, LLC has accepted, all rights and obligations of Galvin Land Services, LLC, pursuant to the Agreement. Henceforth "Galvin" shall refer to Galvin-Harris Land Services, LLC, for all purposes under the Agreement, as now or hereafter as amended.
C. Section 5.e. of the Agreement contemplated multiple alternatives for capacity expansion/upgrade to the County's water treatment system to provide the future water service capacity required pursuant to the Agreement. One such potential system upgrade identified in the Agreement is the transmission infrastructure interconnection to the Boyette WTP (identified as the "Boyette WTP System Interconnect" herein).
D. Section 5.e. of the Agreement also identified various alternative route alignments for the future Boyette WTP System Interconnect.
E. The County has budget funds allocated for design, permitting and construction for the Boyette WTP System Interconnect, as follows: Fiscal Year 2023 $250,000 for design; Fiscal Year 2024 $250,000 for design/permitting; Fiscal Year 2025 $7,000,000 for construction; and FY 2026 $7,000,000 for construction (respectively for each FY, the "Budget Constraint").

Based upon the foregoing recitals and in consideration for the services to be performed and the funds to be expended by the respective parties, the County and the Co-Developers agree as follows:

1. The above recitals are true and correct and are incorporated into this First Amendment.

2. Pursuant to Section 5.e. of the Agreement, Galvin has completed the feasibility design analysis for the County and the County has approved the "Tyndall Water Line Route" as identified in

Section 5.e. of the Agreement, as the route alignment for the Boyette WTP System Interconnect.

3. Galvin as the County's designated Constructing Party under the Agreement shall retain a qualified engineering design consultant (the "Consultant") and shall promptly initiate the "Construction Design Phase" for the Tyndall Water Line Route. Galvin shall advance the costs for the Consultant's design services and the County shall reimburse Galvin on a quarterly basis for the design costs incurred with the Consultant for the Construction Design Phase, subject to the Budget Constraint. PCU agrees to review the Construction Design Phase plans in a timely manner and shall have the final authority to approve the construction design plans and engineer's opinion of probable cost for the Boyette WTP System Interconnect (inclusive of transmission lines, booster pump(s), and other required appurtenances). To facilitate the County's budget process, the Consultant shall provide (i) sixty percent (60%) design plans with Opinions of Probable Cost (OPC's) for County review and budgeting purposes, and then (ii) final design plans with updated OPC's for County review, prior to solicitation of formal bids for the Tyndall Water Line Route. In addition, the County may require one or more other third-party developers (other than a Co-Developer under this Agreement) to construct one or more segment portion(s) of the Tyndall Water Line Route incident to development of other projects, in which event the following procedures shall apply:
    a. Promptly upon execution of a development agreement or other binding written commitment by such third-party developer to design and/or construct any portion of the Tyndall Water Line Route, the County shall provide a copy of such written commitment to Galvin and the Consultant. At such time, the consultant shall modify the pending design plans for the Tyndall Water Line Route to incorporate such third-party's County-approved plans and shall re-submit the master plans as part of the Construction Design Phase, for County review and approval.
    b. Any segment or portion of the Tyndall Water Line Route approved by the County for design and/or construction by a third-party developer than shall be excluded from the Co-Developer's responsibility under this Agreement, and this Agreement then shall apply only to such remaining work for the Tyndall Water Line Route to be designed and constructed by the Co-Developer hereunder. In addition, the County shall then have direct responsibility (rather than the Co-Developer) for the performance by such third-party developer for such portion or segment which is excluded from the Co-Developer's work under this Agreement.
    c. Not later than sixty (60) days prior to the date that the Co-Developer intends to solicit contractor bids for the Tyndall Water Line Route based on the final design plans approved by the County, the County shall confirm in writing the specific segments or portions of the Tyndall Water Line Route which shall be constructed by other third-party developers, if any. The Co-Developer shall rely upon such final determination by the County and then shall proceed with the construction of the Tyndall Water Line Route as directed by the County and shall have responsibility for such County-designated portion, only. No further revisions then shall be made by the County pending completion of the Co-Developer's work.

4. Promptly after the County's approval of the final Construction Design Phase plans pursuant to Section 3.c. above, Galvin as the County's designated Constructing Party shall prepare bid packages and procure bids from qualified construction entities for the portion of the Boyette WTP Interconnect as determined by the County pursuant to Section 3.c. above and pursuant to the procedures set forth in the Agreement. Upon approval of the bid selection by PCU, the following procedures shall apply:

    a. Galvin as the County's designated Constructing Party shall administer the construction contract(s) and shall advance all "Costs of Construction" (inclusive of right-of-way acquisition, permitting, construction, testing, bond and insurance, and related contract costs) for the Boyette WTP Interconnect, which will include the water transmission line extension via Tyndall Road from Handcart Road to Curley Road, together with the booster pump station and other appurtenances as approved by the County in the Construction Design Phase, less only any segment(s) or portion(s) previously allocated by the County to a third-party developer pursuant to Section 3.c., above.
    b. The County shall reimburse Galvin monthly for all Costs of Construction based upon contractor invoices, subject to the Budget Constraint.
    c. In the event the Budget Constraint limits reimbursement for any given budget period, such reimbursement shall be deferred to the next budget period.
    d. In the event the aggregate costs for feasibility design, construction design, and costs of construction for the Boyette WTP Interconnect exceed the Budget Constraint, then in such event Galvin agrees to fund such budget shortfall in exchange for County reimbursement not later than December 31, 2027.

5. The County acknowledges that reclaim water capacity is not presently available for the co-Developers' VOPH-MPUD projects. Consequently, in consideration for the services of Galvin as the County's Constructing Party with respect to the Boyette WTP System Interconnect as set forth above, the County agrees that potable water may be used for irrigation purposes for any of the Co-Developers' Designated VOPH-MPUD projects (on an interim basis, only) pending the availability of reclaim water service for such projects. Once the County provides reclaim water service to a Co-Developer's Designated VOPH-MPUD project, this interim provision shall terminate as to such VOPH-MPUD project.

6. Notwithstanding any other provision of this Agreement, all deadlines set forth herein providing for reimbursement and/or funding by the County under this First Amendment or the Agreement are subject to the terms of the Local Government Prompt Payment Act (Sections 218.70 through 218.80, Florida Statutes), provided, however, Co-Developers hereby waive the reimbursement deadlines in the Local Government Prompt Payment Act to the extent any specific reimbursement request exceeds the amount budgeted by the County for reimbursement for the fiscal year in which the reimbursement request is submitted ("Excess Reimbursement Amount"); in such event, the County's reimbursement deadline under the Local Government Prompt Payment Act for the Excess Reimbursement Amount shall begin on October 1 of the fiscal year in which the County has budgeted sufficient funds for

reimbursement of the Excess Reimbursement Amount. Furthermore, nothing in this First Amendment or the Agreement shall be construed as a direct or indirect pledge of the County's ad valorem taxing authority, and the Co-Developers shall not have any authority to compel the County to increase ad valorem taxes to comply with the terms of the Agreement or this First Amendment.

7. No provision of this First Amendment shall be deemed to alter, amend, or abrogate the respective commitments made by the parties in the Agreement, as this First Amendment is intended and shall serve solely to facilitate the County's design and construction for the Boyette WTP System Interconnect as contemplated by Section 5.e. of the Agreement. Except as expressly set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.

Wherefore, the parties have executed this First Amendment effective as of the date approved by the BCC, below.

COUNTY COMMISSIONERS ORGANIZED 1887 PASCO COUNTY FLORIDA

ATTEST:

JUNE 2nd

Nikki Alvarez Sowles ESQ.

Pasco County Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS

OF PASCO COUNTY, FLORIDA

By: Ronald E. Oakley

Ronald E. Oakley, Chairman

Date: APPROVED IN SESSION

JUN 04 2024

PASCO COUNTY BCC

CO-DEVELOPER:

VOPH Master Development Company, LLC

A Florida limited liability company

By: _____

Mark Metheny, Vice President

Date: 5/9/2024

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Before me, the undersigned authority, personally appeared Mark Metheny, who is personally known to me as the Vice President of VOPH Master Development Company, LLC, a Florida limited liability company, and who is authorized to and has executed the foregoing document as the authorized agent for VOPH Master Development Company, LLC, for the purposes stated therein. Sworn and subscribed this 9 day of MAY, 2024.

_____

Notary Public

State of Florida

Print Name: HEATHER MATTIZA

My Commission Expires: NOVEMBER 21, 2025

HEATHER MATTIZA
Notary Public-State of Florida
Commission # HH 200611
My Commission Expires
November 21, 2025

CO-DEVELOPER:

Galvin-Harris Land Services, LLC,

A Florida limited liability company

By: _____

Mike Galvin, Manager

Date: 5-9-24

Consent By Former Co-Developer to Assignment:

Galvin Land Services, LLC,

A Florida limited liability company

By: _____

Mike Galvin, Manager

Date: 5-9-24

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Before me, the undersigned authority, personally appeared Mike Galvin who is personally known to me as the Manager of Galvin-Harris Land Services, LLC, a Florida limited liability company, and the Manager of Galvin Land Services, LLC, a Florida limited liability company, and who is authorized to and has executed the foregoing document as the authorized agent for each of said entities, for the purposes stated herein. Sworn and subscribed this 9th day of May, 2024.

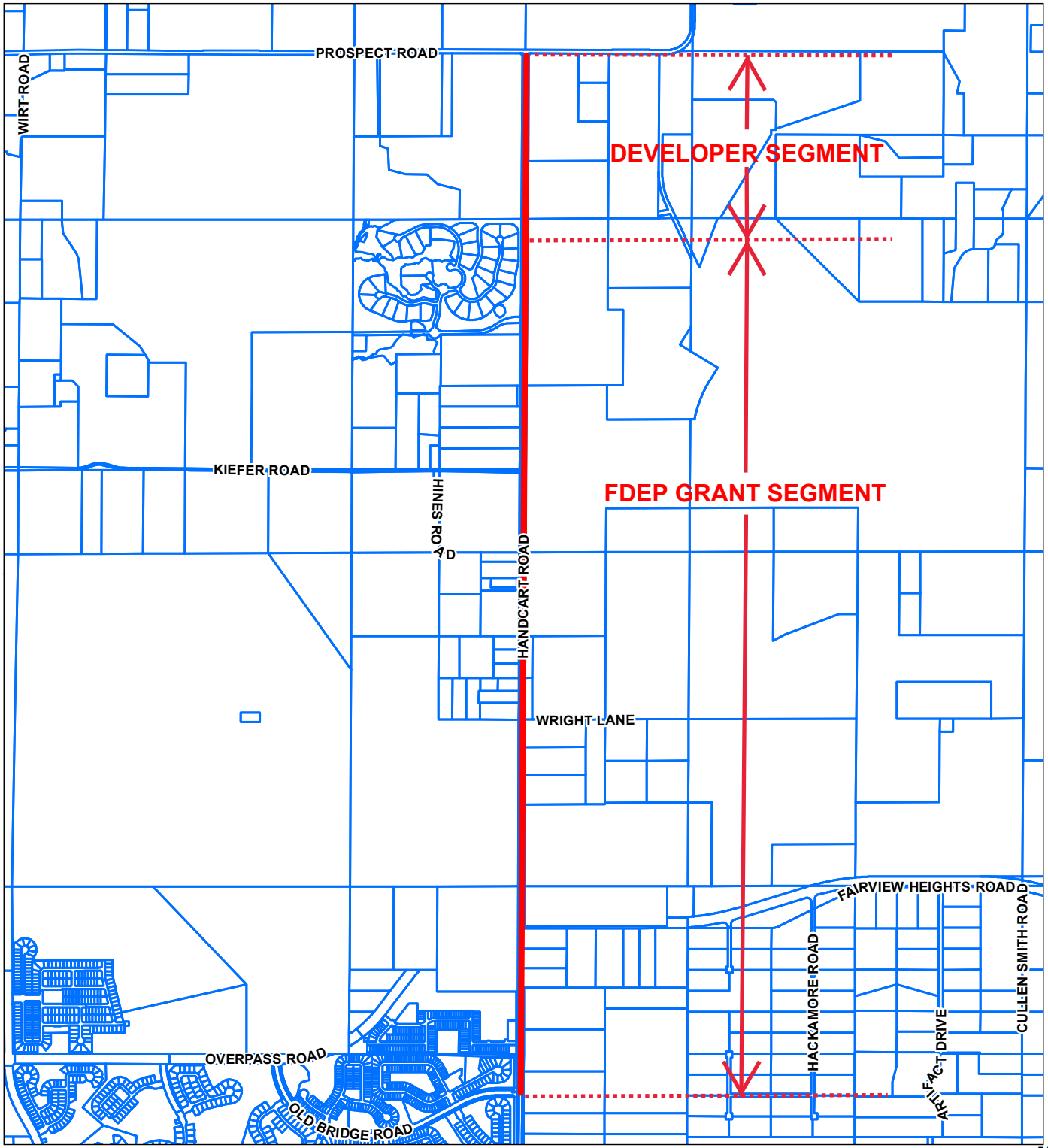
_____

Notary Public

State of Florida

Print Name: Alex Gross

My Commission Expires: 05/08/2027



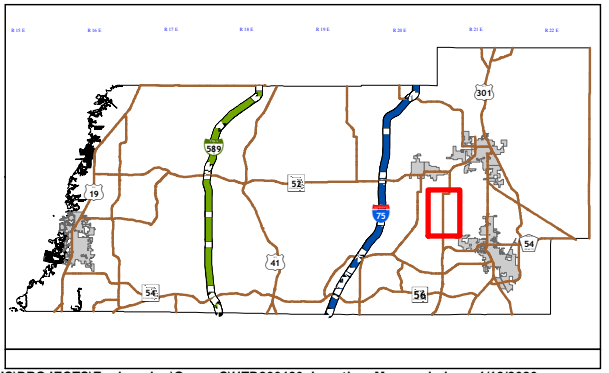
UTD25-0085

Pasco County
Handcart Road
Water and Wastewater

SUBJECT AREA

COMMISSION DISTRICT: 1

0 2,000 4,000
Feet



F:\GIS\PROJECTS\Engineering\Genny S\UTD230180_Location_Map.mxd glame 1/18/2023

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** UTD25-0154 **DATE:** 1/28/2025

SUBJECT: Third Amendment to County Utility Projects Joint Funding Agreement between Pasco County, Villages of Pasadena Hills (VOPH) Master Development Company, LLC and Gavin-Harris Land Services, LLC – No Funding Required

REFERENCES: UTD23-0180, UT23-0245, PEG24-0326, VOPH Planning and Policy Committee File Nos. 2024-2092 and 2024-1749, UT24-0071, UTD25-0085

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Adolfo Gonzalez, Utilities Engineering and Contract Management Director

RECOMMENDED BOARD ACTION:

Approve the Third Amendment to County Utility Projects Joint Funding Agreement (JFA) between Pasco County, VOPH Master Development Company, LLC, Galvin-Harris Land Services, LLC (collectively referred to as the Co-Developers), for design and construction services related to the Tyndall Road segment described in the Joint Funding Agreement and to clarify the allocation of utility system capacity reservation credits. Authorize the Chairman to execute the three originals of the agreement provided and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

The Third Amendment clarifies and allocates the rights and obligations of the County and Co-Developers described in the Joint Funding Agreement (the “Agreement”) with respect to 1) the phasing of utility system capacity reservations requested by the Co-Developers, 2) the timeline for conversion of utility system capacity reservations to actual physical connections and placement into service, 3) the process for approving proposed connections by third-party developers, 4) the construction schedule for County funded projects within the VOPH, and 5) the upsizing of an existing water main in Curley Road from 12- to 24-inches between Elam Road and Kiefer Road.

On October 25, 2022, the Board of County Commissioners (BCC) approved the VOPH Global Funding and Escrow Agreement to provide infrastructure for the VOPH planning area. The Agreement allows Pasco County and the Co-Developers to mutually agree to enter into an agreement to induce the Co-Developers and their designated VOPH Master Planned Unit Development (MPUD) Owner(s) to privately fund, design, permit, and construct designated roadway and utilities infrastructure projects within the VOPH planning area.

On February 21, 2023, the County approved a Joint Funding Agreement (JFA) between Pasco County and the Co-Developers, and a budget amendment for the design and construction of water and wastewater infrastructure along Handcart Road. Project costs associated with the FDEP Grant Segment will be paid by the County, with reimbursement from the FDEP up to the $6,500,000.00 grant amount.

On March 21, 2023, the County approved to reallocate the amount approved in Fiscal

Year (FY) 2022 for the FDEP Standard Grant Agreement No. LPA0206 in the NTE amount of $6,500,000.00 for FY 2023, resulting in a cumulative NTE amount of $9,057,500.00. The amount associated with the FDEP grant includes engineering management services by Ardurra Group, Inc., the County's Owner's Representative.

On December 5, 2023, the BCC ratified Amendment No. 1 to Agreement No. LPA0206 Standard Grant Agreement with the State of Florida Department of Environmental Protection for the design and construction of water and wastewater infrastructure along Handcart Road up to a Not to Exceed (NTE) grant reimbursement amount of $6,500,000.00.

On June 4, 2024, the BCC approved, and the parties executed, the First Amendment to the Agreement designating the constructing entity for the additional County funded water infrastructure improvements to be designed and constructed on Tyndall Road in VOPH.

On December 10, 2024, the BCC approved, and the parties executed, the Second Amendment to the Agreement for the final water and wastewater infrastructure budget of $18,534,412.42 for the design and construction services related to the Handcart Road segment.

FISCAL IMPACT/COST/REVENUE STATEMENT:
No additional funding is required.

DISTRIBUTION:
Board Records to distribute as set forth below:
1. Retain One Original
2. Mail One Original to:
   Wilhelm A. Nunn
   VOPH Master Development Company, LLC
   4065 Crescent Park Drive
   Riverview, Florida 33578
3. Mail One Original to:
   Mike Galvin
   Galvin-Harris Land Services, LLC
   121 Snell Isle Boulevard
   St. Petersburg, Florida 33704

ATTACHMENT(S):
1. UTD25-0154 Third Amendment to County Utility Projects Joint Funding Agreement_R1

cc: Carrie C. Roberts, Purchasing Director

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

February 3, 2025

Wilhelm A. Nunn
VOPH Master Development Company, LLC
4065 Crescent Park Drive
Riverview, Florida 33578

RE: County Utility Projects Joint Funding Agreement
C24 UTD24-0154

Dear Sir/Madam:

At the Pasco County Board of County Commissioners meeting of January 28, 2025 the above-mentioned agenda item was approved. Attached is a copy of the document as filed in the records of the Board of County Commissioners.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Meeting Overview", scroll down to the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Jessica L Popplewell
Records Clerk III, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

February 3, 2025

Mike Galvin
Galvin-Harris Land Services, LLC
121 Snell Isle Boulevard
St. Petersburg, Florida 33704

RE: County Utility Projects Joint Funding Agreement
C24 UTD24-0154

Dear Sir/Madam:

At the Pasco County Board of County Commissioners meeting of January 28, 2025 the above-mentioned agenda item was approved. Attached is a copy of the document as filed in the records of the Board of County Commissioners.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Meeting Overview", scroll down to the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Jessica L Popplewell
Records Clerk III, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

THIRD AMENDMENT TO
COUNTY UTILITY PROJECTS JOINT FUNDING AGREEMENT
VILLAGES OF PASADENA HILLS (VOPH)
WATER AND WASTEWATER INFRASTRUCTURE

THIS THIRD AMENDMENT TO COUNTY UTILITY PROJECTS JOINT FUNDING AGREEMENT FOR VILLAGES OF PASADENA HILLS (VOPH) WATER AND WASTEWATER INFRASTRUCTURE (the "Third Amendment"), is made and entered into between Pasco County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("BCC") (also referred to as the "County"), and VOPH Master Development Company, LLC, a Florida limited liability company ("VOPH Master"), and Galvin-Harris Land Services, LLC, a Florida limited liability company ("Galvin") (VOPH Master and Galvin are also referred to as the "Co-Developers"), with reference to the following facts:

A. On February 21, 2023, the BCC approved and the parties executed that certain County Utility Projects Joint Funding Agreement for Villages of Pasadena Hills (VOPH) Water and Wastewater Infrastructure (the "Agreement").
B. On June 4, 2024, the BCC approved and the parties executed the First Amendment to the Agreement (together, the "First Amendment").
C. On December 10, 2024, the BCC approved and the parties executed the Second Amendment to the Agreement (together, the original Agreement, the First Amendment and the Second Amendment, are the "Agreements").
D. The County and the Co-Developers mutually have determined that clarification is needed to allocate and define the rights and obligations of the County and the Co-Developers with respect to (i) the phasing and timing for the issuance of utility system capacity reservations by the County to the Co-Developers for their Designated VOPH-MPUD's pursuant to the Agreements, (ii) the projected timeline for the conversion of utility system capacity reservations to actual physical connections and placement into service for constructed and occupied development units which are covered by the Agreements; (iii) the process for approving proposed connections by third-party developers/owners other than the Co-Developers and their Designated VOPH-MPUD owners/builders to the Co-Developers' funded portions of the Handcart Road water and wastewater improvements; and (iv) the construction schedule for County funded capacity improvements to meet the projected service connections pursuant to the Agreements.
E. The County and Co-Developers desire to amend sections 7.c. and 7.d. of the Agreement to provide a phasing schedule for the additional County funded capacity improvements needed to support the number of Equivalent Residential Units (ERUs) that the County has agreed to guarantee for the Co-Developers, subject to the terms and conditions of section 7.c. of the Agreement, and to establish additional performance requirements in Section 7.d. of the Agreement.

Based upon the foregoing recitals, and in consideration for the services to be performed and the funds to be expended by the respective parties, the County and Co-Developers agree as follows:

1. The above recitals are true and correct and are incorporated into this Third Amendment.

2. Galvin, as the designated construction entity for the Tyndall Water Line Route, as described in Section 5.e. of the agreement, as amended, shall include within the scope of the Tyndall

Water Line Route, the upsizing of an existing water main in Curley Road from 12- to 24-inches between Elam Road and Kiefer Road.

3. Section 7.c. of the Agreement is hereby amended to read as follows:

c. Either Co-Developer or any Designated VOPH-MPUD Owner included within the VOPH Funding & Escrow Agreement (including all additional Designated VOPH MPUDs previously or hereafter approved by the County pursuant to that VOPH Funding & Escrow Agreement) shall have the right to secure a guaranty of capacity for water and/or wastewater service by the County, within such Designated VOPH-MPUD, subject to and upon the occurrence of the following:

i. The County's obligation to accept and issue the reservation(s) of capacity for the Co-Developers shall be limited to the maximum, aggregate ERU's reserved within each Co-Developer's Designated VOPH-MPUDs from time to time as set forth in Schedule 1 attached hereto, which is incorporated herein by reference into the Agreements. Schedule 1 also allocates the maximum number of such guaranteed capacity reservations between the two Co-Developers (and/or their respective Designated VOPH-MPUD developers/builders within each such Designated VOPH MPUD).

ii. Payment to the County of fifty percent (50%) of the County's water and wastewater base connection fees applicable to such Equivalent Residential Units (ERUs), which shall not require pre-payment of any portion of the VOPH utility surcharge amount. However, Co-Developers shall either pay the utility surcharge fee pursuant to the Pasco County Land Development Code, apply the equivalent amount of surcharge credits, or if the VOPH Credit Registry is not yet established or operational to convert eligible expenditures into surcharge credits, the Co-Developers shall provide documentation of eligible expenditures in amount equal to the amount of the utility surcharge payment associated with the Letter of Commitment.

iii. The submittal of a map depicting the boundary of the Designated VOPH-MPUD and indicating the number of residential and/or commercial entitlements that shall be used for the calculation of the ERU capacity reservation. The amount of the guaranteed capacity assigned to a Designated VOPH-MPUD shall not exceed the approved residential and/or commercial entitlements approved by the County for the Designated VOPH-MPUD.

The County shall issue capacity reservations for such Designated VOPH-MPUDs within 10 days from the date that the foregoing conditions have been satisfied. In the event the capacity reservation is made for a specific phase or parcel as opposed to the entire Designated VOPH-MPUD, any unused ERU's under such capacity reservation may be transferred to another parcel or phase within the same VOPH-MPUD upon written request to the County, whether such parcel or phase is owned by a Co-Developer or controlled under a binding purchase and sale agreement by such Co-Developer or its affiliate. In the event a binding sale agreement is terminated, any capacity reservations that have been issued will remain with the Designated VOPH-MPUD.

The capacity reservations shall be assignable by the applicable Co-Developer to its developer/builder designees for the Designated VOPH-MPUD designated in the capacity reservation issued by the County.

After the issuance of the capacity reservation by the County for Galvin's 429 ERU's for the Harvest Hills North MPUD Phase 2 pursuant to Section 4, below, and the reservation by VOPH Master for 282 ERU's for the Evans Pasadena MPUD, as authorized in Schedule 1, Galvin and VOPH Master agree not to request additional capacity reservations for a Co-Developer Designated VOPH-MPUD prior to commencement of construction for the Tyndall Road East-West watermain transmission line and booster pump station improvements identified as Phase 2B on Schedule 3 hereto.

Apart from the Co-Developers' ability to secure capacity reservations for their respective Designated VOPH-MPUDs pursuant to Schedule 1, and after construction of the Phase 2B improvements as identified on Schedule 3 is commenced, the County, in its sole discretion, may issue additional capacity reservations to either of the Co-Developers, or approve other third-party development projects within VOPH, for future connections to the Handcart Road-Tyndall Road utility system, provided that (i) the Co-Developers will not be required to fund or install additional water or wastewater conveyance infrastructure beyond what is necessary to serve the Co-Developers' Designated VOPH MPUD's described in this Agreement and (ii) the projected connection date(s) and placement into service for such ERU's as an actual demand on the Handcart Road-Tyndall Road utility system, does not exceed the actual, cumulative (aggregate) demand projections set forth in Schedule 2 attached hereto, and incorporated herein by reference. For the purposes of this paragraph, commencement shall mean upon confirmation by the County that the required temporary erosion and sedimentation controls have been installed. Such confirmation shall be documented in writing to the Co-Developers.

4. Section 7.d. of the Agreement is hereby amended to read as follows:

d. In consideration for the obligations undertaken by the Co-Developers pursuant to this Agreement, the County agrees that it shall:

i. Provide notice to the Co-Developers upon the County's receipt of any application for utility plan or permit approval from any developer or builder for connection of a VOPH development project, other than a project within a Co-Developer's Designated VOPH-MPUD, to the County funded portions of the Handcart Road Segment water and/or wastewater transmission lines required to be constructed by the Co-Developers under this Agreement; and

ii. Add to its VOPH utility plan approval/permit application checklist a required written letter of confirmation from each of the Co-Developers confirming that either (a) the utility surcharge fee, calculated pursuant to the Pasco County Land Development Code, has been paid, or is required to be paid, by the third party to the County or Financial Escrow Agent, or (b) the third party has purchased or has been assigned VOPH utility surcharge credits by a Co-Developer. Such confirmation letters shall be provided to the County no more than 30 days from the date the County notifies the Co-Developers in accordance with (i) above. In the event one or both of the Co-Developers fails to provide the confirmation letter(s) within such 30-day timeframe following notice from the County, the third party shall have the right to proceed under option (ii)(a) above and the County may issue final approvals on a utility permit application without letters of confirmation from the Co-Developers. If either of the Co-Developers assigns VOPH utility surcharge credits to the third party, such Co-Developer

shall be responsible for coordinating the reporting of the sale of such credits to the VOPH Fee Credit Registry manager.

5. Within 10 days after approval of this Third Amendment and execution hereof on behalf of the BCC, VOPH Master shall provide its confirmation letter to the County confirming that the reasonable proportionate share payment of the VOPH utility surcharges associated with the proposed Chapel Manor PH 1 and PH 2 project by KB Homes will be resolved by direct payment for 153 ERUs, and the County shall accept the 50% deposit for Chapel Manor PH 1 and PH2. Concurrent with this action, the County shall issue capacity reservations for (i) 429 ERU's to Galvin for its designated builder, M/I Homes, within Phase 2 of the Harvest Hills North MPUD and (ii) 282 ERU's to VOPH Master for the Evans Pasadena MPUD.

6. To ensure its ability to meet the VOPH utility system capacity required from time to time to meet the anticipated VOPH utility demand timelines set forth in Schedule 1 and Schedule 2, the County agrees to implement the construction schedule for the VOPH system-wide improvements in accordance with Schedule 3 attached hereto, which is incorporated by reference into the Agreements.

7. The terms, covenants, and conditions set forth in the Agreement, except as specifically amended herein, are hereby ratified, approved, and confirmed in their entirety.

8. If there is any conflict between the terms and conditions of the Agreement and the terms and conditions of this Third Amendment, this Third Amendment shall prevail.

9. The Parties intend for the Agreement, the First Amendment, Second Amendment, and this Third Amendment to be hereinafter considered and interpreted together as a single contract between the parties and that the capitalized terms of the Agreement not otherwise defined herein shall have the same meaning as defined in the Agreement.

[SIGNATURE PAGES FOLLOW]

Wherefore, the parties have executed this Third Amendment effective as of the date approved by the BCC, below.

BCC 01/28/25, C24 UTI 25-054

Nikki Alvarez Sowles, Esq.
Pasco County Clerk & Comptroller

Board of County Commissioners
of Pasco County, Florida

By: _____
Kathryn Starkey, Chairman

APPROVED
IN SESSION
JAN 28 2025
PASCO COUNTY
BCC

Date: _____

VOPH Master Development Company, LLC
A Florida limited liability company

By: _____

Print: Wilhelm A. Nunn

Title: Manager

Date: 1/6/25

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA }

} **ss**

COUNTY OF HILLSBOROUGH }

The foregoing instrument was acknowledged before me on JANUARY 6, 20 25, by means of: [X] physical presence or [____] online notarization by [Name] WILHELM A. NUNN, who executed the foregoing instrument as [Title] MANAGER of VOPH Master Development Company, LLC a limited liability company organized under the laws of Florida, said person is (check one below):

[X] Personally known to me, or

[____] Has produced _____as identification.

_____
Signature of person taking acknowledgement

[Notary Stamp or Seal]

HEATHER MATTIZA
Notary Public-State of Florida
Commission # HH 200611
My Commission Expires
November 21, 2025

HEATHER MATTIZA
Print Notary's Name

Galvin-Harris Land Services, LLC
A Florida limited liability company

By: _____

Print: Mike Galvin

Title: Manager

Date: 01/08/2025

NOTARY ACKNOWLEDGMENT

STATE OF Florida }

} **ss**

COUNTY OF Pinellas }

The foregoing instrument was acknowledged before me on 01/08, 2025, by means of: [✓] physical presence or [___] online notarization by [Name] Mike Galvin, who executed the foregoing instrument as [Title] Manager of Galvin-Harris Land Services, LLC a limited liability company organized under the laws of Florida, said person is (check one below):

[✓] Personally known to me, or

[___] Has produced _____ as identification.

Alex Gross
Notary Public, State of Florida
Commission No. HH 395903
My Commission Expires: 05/08/27

[Notary Stamp or Seal]

_____
Signature of person taking acknowledgement

Alex Gross
Print Notary's Name

Schedule 1 – Capacity Reservation Issuance Schedule
(Third Amendment to County Utility Projects
Joint Funding Agreement**)**

Projected Number of Annual and Cumulative* Capacity Reservations (in ERU's) Allowed for Each Respective Co-Developers' Designated VOPH-MPUDs**:

Year	Galvin-Harris Land Services, LLC	VOPH Master Development Company, LLC	Total New Additions	Cumulative Total
2024	1,000	1,000	2,000	**2,000**
2025	429	282	711	**2,711**
2026	1,618	1,174	2,792	**5,503**
2027	690	-	690	**6,193**
2028	844	-	844	**7,037**
2029	735	-	735	**7,772**
TOTAL	**5,316**	**2,456**	**7,772**	

*The ERU maximum reservation allowance figures for the Co-Developers' Designated VOPH MPUD's are cumulative including all ERU reservations made for prior calendar years and includes any previous or future Designated VOPH-MPUD approved by the BCC pursuant to the VOPH Funding & Escrow Agreement.

**This Schedule 1 does not include any capacity reservations approved and accepted by the County from third-party developers/builders other than the Co-Developers or their Designated VOPH-MPUD developers/builders pursuant to Section 7 of the Agreement.

***This Schedule 1 also does not include the prior, vested capacity reserved by VOPH Master or its affiliate for Magnolia Island MPUD, which is a legacy project not included under the Funding & Escrow Agreement as a Designated VOPH MPUD.

Schedule 2 – Capacity Reservation Connection Schedule

(Third Amendment to County Utility Projects
Joint Funding Agreement)

Projected Timing to Serve Utility System Capacity Reservations for Co-Developers' Occupied ERU's Within the Handcart Road-Tyndall Road VOPH Utility System*:

Year	Projected ERU Connections	Cumulative ERU Connections
2024	141	141
2025	114	255
2026	810	1,065
2027	1,820	2,885
2028	2,869	5,754
2029	2,258	8,012
2030	1,774	9,786
2031	1,271	11,057
2032	817	11,874
2033	568	12,442
TOTAL	**12,442**	

*Actual demand/usage upon the VOPH system capacity only occurs upon completion of construction and occupancy of units and/or space, which is significantly later than the earlier date of capacity reservation(s) needed to finance development infrastructure and/or to construct vertical building units within a project. The projections are based upon reasonable estimated project construction/sale absorption/occupancy timelines within VOPH projects (the foregoing demand schedule includes both the Co-Developers' Designated VOPH MPUDs and other known VOPH projects). This Schedule 2 is also consistent with the system capacity estimates prepared by an independent third-party design engineer for the 2024 Master Utility Plan Update and approved by the County for the Handcart Road-Tyndall Road VOPH Utility System, which includes completion of the Phase 2 improvements as identified on Exhibit 3 of the 2024 Master Utility Plan Update. To ensure that actual ERU absorption and placement into service does not exceed these MUP projections, Galvin agrees that it will not request final connections to the Handcart Road-Tyndall Road system for more than 1,429 ERU's, and VOPH Master agrees that it will not request final connections to the Handcart Road-Tyndall Road system for more than 1,282 ERU's, prior to the commencement of the Phase 2B improvements as identified on Exhibit 3 of the 2024 Master Utility Plan Update.

**The projections are for residential uses only; any ERU's utilized for non-residential uses will be deducted from the available ERU's for residential units.

Schedule 3 – County Funded Capacity Projects
(Third Amendment to County Utility Projects
Joint Funding Agreement)

County's Required Phasing for VOPH Potable Water System Capacity Improvements Required to Meet Projected VOPH Overall Capacity Demand (Per Schedule 2)*:

Phase 1:

- Handcart Road watermain extension from Old Bridge Road to Prospect Road and Booster Pump Station
- Presently under construction, to be completed by December 31, 2025.

Phase 2A:

- Expansion of the Southeast Wastewater Treatment Plant to 6.0 million gallons per day (GPD)
- Complete construction by December 31, 2025

Phase 2B:

- Tyndall Road east-west watermain interconnect from Curley Road to Handcart Road and Booster Pump Station;
- Complete design plans by June 30, 2025;
- Complete permitting by June 30, 2026; and
- Complete construction by December 31, 2027.

Phase 2C:

- Curley Road watermain upsizing from 12- to 24-inches between Elam Road and Kiefer Road;
- Complete design plans by December 31, 2025;
- Complete permitting by December 31, 2026; and
- Complete construction by June 30, 2028.

Phase 3:

- Ground Storage Tank and Booster Pump Station located at the Price-Altman Facility
- Complete design/build plans by December 31, 2026;
- Complete permitting by June 30, 2027; and
- Commence construction upon placement of 8,000 ERU's into actual service (see Schedule 2) and diligently and continuously pursue construction to completion not later than placement of 10,000 ERU's into service (see Schedule 2).

With respect to any deadline set forth for Phase 3 above, in the event the County, or the County's designated Construction Entity, does not expect to meet the construction schedule, then either Co-Developer may request an amendment to the Agreement to assume the role of the Constructing Entity to complete such phase of the required improvements for the County.

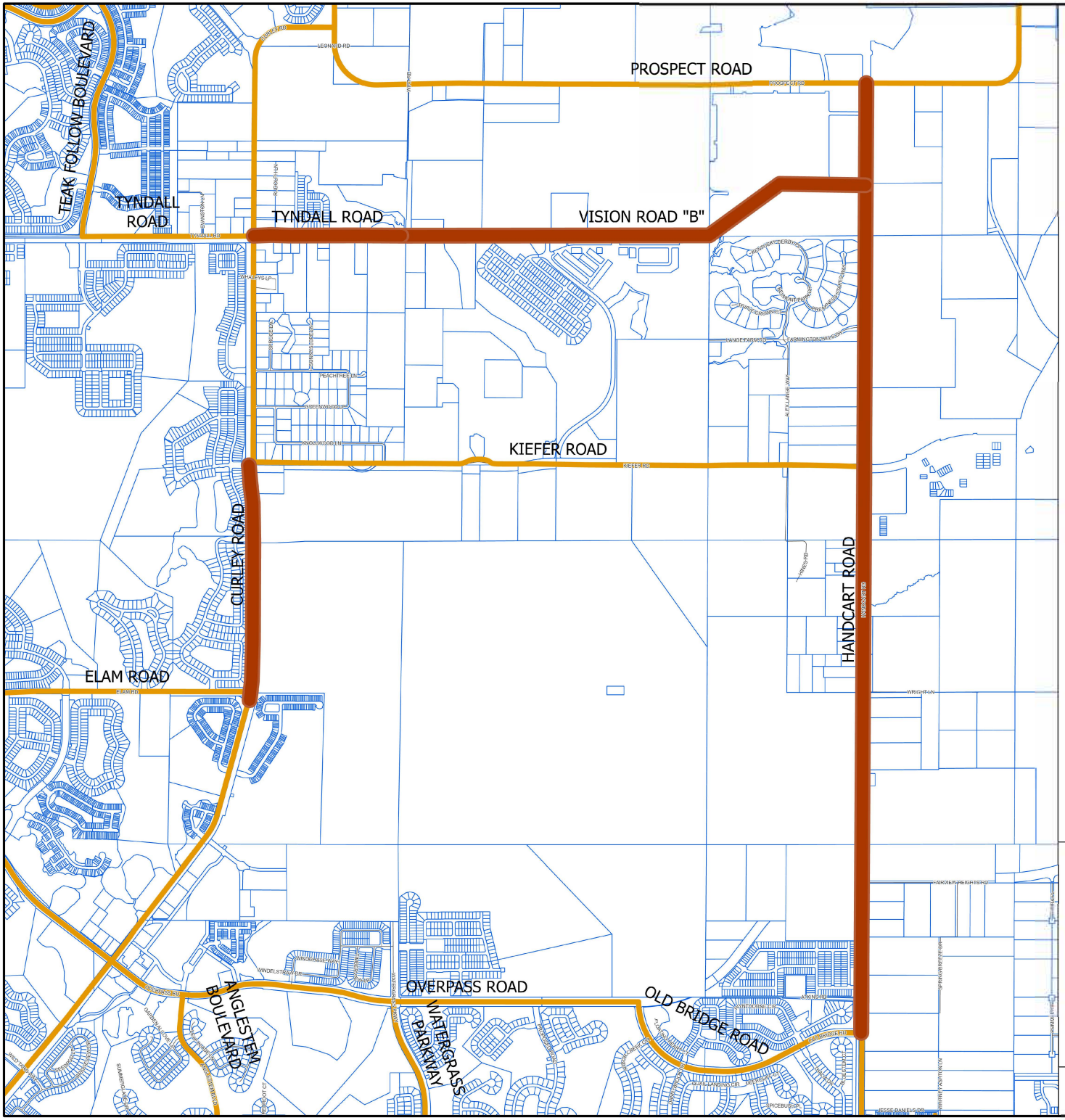
*By way of explanation and example, the County's policy allows single family development projects with 25 or more residential units to make a partial payment of 50% of the base utility connection fees as a condition for approving construction plans. The remaining 50% payment of the base utility connection fees for the project are due at the time of connection for actual service (which is the first point of demand on the system).

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / OBJECT / PROJ	ORG DESCRIPTION / ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT	LINE DESCRIPTION	EFF DATE			
1	10059900 599102 00000	ORG 10059900 / Reserve Future Capital	11,108,490.00	-240,000.00	10,868,490.00	
	2401-40500-536000-599102-00000-0000-000000-000-0000	RESERVE FUTURE CAPITAL	01/20/2026			
2	24415260 591409 00000	UT Water Connection Fees / I/T-2409 Water & WW Cap Projct	.00	240,000.00	240,000.00	
	2401-41505-581000-591409-00000-0000-000000-000-0000	I/T 2409 W/WW CAP	01/20/2026			
3	24413190 381401 00000	UT Water Connection Fees / I/T-2401 Water&Wstwtr Unit	-35,794,734.00	-240,000.00	-36,034,734.00	
	2409-41505-381000-381401-00000-0000-000000-000-0000	I/T 2401 W/WW	01/20/2026			
4	24415010 563000 22043	UT Water Connection Fees / Improvements Other Than Bldgs	8,536,653.00	240,000.00	8,776,653.00	
	2409-41505-536000-563000-22043-0000-000000-000-0000	HANDCART RD W/WW DIST	01/20/2026			
		** JOURNAL TOTAL		0.00		

YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND

2026 04 13 01/20/2026 ISF UTD26-0209 BUA BCC 012026 1 2



UTD26-0209

FOURTH AMENDMENT TO COUNTY UTILITY PROJECTS JOINT FUNDING AGREEMENT

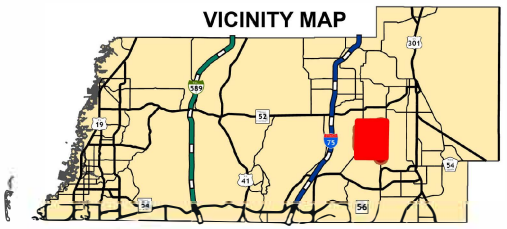
COMMISSION DISTRICT : 1

Subject : Roads

0 3,000 6,000

US Feet

VICINITY MAP



W:\MAP\MAP_REQUEST_CARLOS
Created By: kphuyal
12/19/2025

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** UTOM26-0138 **DATE:** 1/20/2026

SUBJECT: Release of Performance Guarantee for IFB-RH-22-166 – EnviroWaste Services Group, Inc. – As Needed Emergency and Non-Emergency Waste-Water Retrieval and Sludge Hauling Services – No Funding Required

REFERENCES: IFB-RH-22-166, UTOM23-0203

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Stewart Shook, Utilities Operations and Maintenance Director

RECOMMENDED BOARD ACTION:

Approve the release of Performance Guarantee Surety Bond No. 800148283 in the amount of $50,000.00. Authorize the Chairman to execute the two originals of the Letter of Completion provided and direct Board Records to distribute the Letter of Completion and Performance Guarantee Surety Bond No. 800148283 as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On March 21, 2023, the Board of County Commissioners (BCC), accepted a Performance Guarantee Surety Bond No. 800148283 in the amount of $50,000.00 to guarantee the conditions of the as needed emergency and non-emergency waste-water retrieval and sludge hauling services contract.

The services contract IFB-RH-22-166 was satisfactorily completed and expired on November 18, 2025. The contractor, EnviroWaste Services Group, Inc., is requesting that the Performance Guarantee Surety Bond be released.

FISCAL IMPACT/COST/REVENUE STATEMENT:

No additional funding is required for this action.

DISTRIBUTION:

Board Records Department to distribute as set forth below:

1. Retain One Original
2. Mail the Performance Guarantee Surety Bond No. 800148283 and One Original of the Letter of Completion to:

    Paul Quentel, CEO
    EnviroWaste Services Group, Inc.
    18001 Old Culter Rd
    Palmetto Bay FL 33517

ATTACHMENT(S):

1. UTOM26-0138 Letter of Completion (Two Originals)
2. UTOM26-0138 Memorandum UTOM23-0203
3. UTOM26-0138 Performance Guarantee Surety Bond No. 800148283

9/23/2025

Re: Pasco County Board of County Commissioners; IFB-RH-22-166 As Needed Emergency and Non-Emergency Waste-Water Retrieval and Sludge Hauling Services; Bond number 800148283; Bond Face Value $50,000.00 Atlantic Specialty Insurance Company.

To: Whom it may concern.

Please confirm that Envirowaste Services Group, Inc of 18001 Old Cutler Rd. Suite 643, Miami, FL 33157 has satisfactorily completed the above-mentioned project for Pasco County.

By signing this letter below, you confirm that the project is closed.

Signed: _____

By: _____

Position: _____

Should you have any questions, please feel free to contact the undersigned.

Kind regards,

Yainery Morais

Yainery Morais
Surety Administrator
EnviroWaste service Group Inc.
Email: Yainerymorais@ewsg.com

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** UTOM23-0203 **DATE:** 3/21/2023

SUBJECT: Award of Bid No. IFB-RH-22-166 – Envirowaste Services Group, Inc. – As Needed Emergency and Non-Emergency Wastewater Retrieval and Sludge Hauling – Multi-Year Award – $732,329.00

REFERENCES: IFB-RH-22-166

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Jason Mickel, Utilities Operations & Maintenance Director

RECOMMENDED BOARD ACTION:

Approve the Award of Bid No. IFB-RH-22-166 to the second lowest, responsive and responsible bidder, Envirowaste Services Group, Inc. (Envirowaste), for as needed emergency and non-emergency wastewater retrieval and sludge hauling in the annual Not to Exceed (NTE) amount of $207,350.00 for Fiscal Year (FY) 2023; $228,085.00 for FY 2024; $250,894.00 for FY 2025; and $46,000.00 for FY 2026, resulting in the cumulative NTE amount of $732,329.00, retroactively beginning on January 29, 2023, and continuing through November 18, 2025. Authorize the Chairman to execute the two originals of the Agreement provided and direct Board Records to date the Bonds and to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On June 30, 2022, at the request of the Utilities Operations and Maintenance (O&M) Department, the Purchasing Department solicited an Invitation for Bid (IFB) for as needed emergency and non-emergency wastewater retrieval and sludge hauling. The specifications were prepared by the Utilities O&M Department. All provisions of the Purchasing Ordinance have been met.

On August 2, 2022, all bids were received, publicly opened and read. The results are shown on the attached bid tabulation. Two hundred four vendors received automatic email notices; eighteen of which were from Pasco County. Thirteen vendors manually searched for and downloaded the solicitation; three of which were from Pasco County. Two responses were received; none of which were from Pasco County. A summary of the download history for this solicitation is attached.

On November 15, 2022, the Board of County Commissioners (BCC) approved the award to NRC Environmental Services Inc. (NRC) in the NTE amount of $732,329.00.

On December 29, 2022, the County Administrator issued a Notice of Termination to NRC for convenience pursuant to Pasco County section 2-110(h). The Utilities O&M Department requested to award to the second lowest bidder, Envirowaste.

The Utilities O&M Department, with concurrence from the Purchasing Department, requests award to Envirowaste for a cumulative NTE amount of $732,329.00 for the term of the contract retroactively beginning on January 29, 2023, and continuing through November 18, 2025.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding in the amount of $207,350.00 is budgeted and available for FY 2023 in the Water and Wastewater Unit Fund, Utilities Operations and Maintenance department. Funding in the amount of $228,085.00 will be budgeted for FY 2024; $250,894.00 for FY 2025; and $46,000.00 for FY 2026, contingent upon approval from the BCC of the various budgets.

DISTRIBUTION:

1. Retain one original.
2. Mail one original to:
   Envirowaste Services Group, Inc.
   Mr. Paul Quentel, CEO
   18001 Old Cutler Road
   Palmetto Bay, FL 33157

ATTACHMENT(S):

1. UTOM23-0203 Agreement (Two Originals)
2. UTOM23-0203 Performance Bond with Letter of Surety (Two Originals)
3. UTOM23-0203 Bid Form
4. UTOM23-0203 Solicitation Documents IFB-RH-22-166
5. UTOM23-0203 Bid Tabulation
6. UTOM23-0203 Download History
7. UTOM23-0203 Certificate of Insurance with Risk Management Approval
8. UTOM23-0203 Division of Corporations - Sunbiz

cc: Carrie C. Roberts, Purchasing Director

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

March 24, 2023

Envirowaste Services Group, Inc.
Paul Quentel, CEO
18001 Old Cutler Road
Palmetto Bay, FL 33157

RE: Wastewater Retrieval and Sludge Hauling
C30 UTOM23-0203

Dear Sir/Madam:

At the Pasco County Board of County Commissioners meeting of March 21, 2023, the above mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Agenda", click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Jessica L Popplewell
Records Clerk I, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

[intact] surety
INSURANCE

January 18, 2023

Pasco County Board of County Commissioners
Purchasing Department
7536 State Street, Suite 221
New Port Richey, Florida 34654
Telephone: (727) 847-8194

Re: IFB-RH-22-166 As Needed Emergency and Non-Emergency Waste-Water Retrieval and Sludge Hauling – Multi-Year Award

To Whom it May Concern:

Atlantic Specialty Insurance Company, which is one of the main underwriting companies of the Intact Insurance Specialty Solutions Group, will authorize Pasco County to date the bonds the same as the contract approval date.

Sincerely yours,

Matt Renshaw

Matt Renshaw
Senior Underwriter
Intact Insurance Surety Group

ATLANTIC SPECIALTY INSURANCE COMPANY
CORPORATE SEAL
1986
NEW YORK

One Overton Park, 3625 Cumberland Blvd
Atlanta, GA 30339
intactspecialty.com/surety

APPROVED IN SESSION MARCH 21, 2023 PASCO COUNTY BCC

Bond issued in Two Originals

FLORIDA PERFORMANCE BOND

ORIGINAL DOCUMENT(S) HAVE BEEN FILED

PROJECT: As Needed Emergency and Non-Emergency Waste-Water Retrieval and Sludge Hauling Services

BID NO. IFB-RH-22-166

PROJECT NO. : N/A

PROJECT LOCATION: Pasco County, FL

BOND NO. 800148283

AMOUNT: $50,000.00

KNOW ALL MEN BY THESE PRESENT, that we, Envirowaste Services Group, Inc.
(Name of Contractor)

located at 18001 Old Cutler Road Suite 643 Palmetto Bay, FL 33157 305-637-9665
(Address and Telephone Number of Contractor)

hereinafter called the Principal, and Atlantic Specialty Insurance Company
(Name of Surety)

located at 605 Highway 169 North, Suite 800 Plymouth, MN 55441 (952) 852-2431
(Address and Telephone Number of Surety)

hereinafter called the SURETY, are held and firmly bound unto THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, 8919 Government Drive, New Port Richey, Florida 34654, (727) 847-2411, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, hereinafter called the COUNTY, in the penal sum of fifty thousand and 00 Dollars ($50,000.00) for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written CONTRACT, entered into between the Principal and the COUNTY, for the WORK described, a copy of which said CONTRACT dated: the_____day of_____, 20____ is made a part hereof as if fully copied herein.

Now, therefore, the conditions of this obligation are such, that if the Principal shall In all respects comply with the terms and conditions of said CONTRACT, and his obligation thereunder, including the CONTRACT Documents which include the Notice to BIDDERS, Instructions to BIDDERS, CONTRACT CONDITIONS, PROPOSAL AND BID FORMS, Contract Forms, Notice of Award, Exhibits and Technical SPECIFICATIONS therein referred to and made a part thereof, and such alterations as may be made in said SPECIFICATIONS as therein provided for, NOTICE TO PROCEED, CONTRACT BOND, and any CHANGE ORDER, Purchase Order, or SUPPLEMENTAL AGREEMENT, and shall indemnify, defend, and save harmless the said COUNTY against and from all costs, expenses, damages, injury, or conduct, want of care or skill, negligence or default, including patent infringements on the part of the said Principals, agents, or employees, in the execution of

performance of said CONTRACT, including errors in the plans furnished by the Principal, and further, if such CONTRACTOR or CONTRACTORS shall promptly make payments to all persons supplying him, them, or it, labor, MATERIAL, and supplies, used directly or indirectly by said CONTRACTOR, CONTRACTORS, SUBCONTRACTOR, or SUBCONTRACTORS in the prosecution of the WORK provided for in said CONTRACT, this obligation shall be void; otherwise, the Principal and SURETY jointly and severally agree to pay to the COUNTY any difference between the sum to which the said Principal would be entitled on the completion of the CONTRACT, and that which the COUNTY may be obliged to pay for the completing of said WORK BY CONTRACT or otherwise, and any damages, direct or indirect, or consequential, which the said COUNTY may sustain on account of such WORK, or on account of the failure of the said CONTRACTOR to properly and in all things keep and execute all provisions of said CONTRACT.

And the said Principal and SURETY hereby further bind themselves, their successors, and executors, administrators, and assigns jointly and severally, that they will amply and fully protect the said COUNTY against, and will pay any and all amounts, damage costs, and judgements which may be recovered against or which the COUNTY may be called upon to pay to any person or corporation by reason of any damages arising from the performance of said WORK, or of the repair or maintenance thereof, or the manner of doing the same or the neglect of the said Principal, or his agents or servants, or the improper performance of the said WORK by the Principal, or his agents or servants, or the failure to keep and execute all provisions of said CONTRACT or the infringements of any patent rights by reason of the use of any MATERIAL furnished, or WORK done; as aforesaid, or otherwise.

And the said Principal and SURETY hereby further bind themselves, their successors, heirs, executors, administrators, and assigns, jointly and severally, to repay the COUNTY any sum which the COUNTY may be compelled to pay because of any lien for labor or MATERIAL furnished for the WORK embraced by said CONTRACT, and the said SURETY, for value received, hereby stipulates and agrees that no change, purchase order, task order, extension of time, alterations, or additions to the terms of the CONTRACT or to the WORK to be performed thereunder, or the SPECIFICATIONS accompanying the same shall in any way affect its obligations on this BOND, and it does hereby waive notice of any such change, extensions of time, alterations, or additions to the WORK or to the SPECIFICATIONS.

APPROVED IN SESSION MARCH 21. 2023 PASCO COUNTY BCC

In testimony whereof, witness the hands and seals of the parties hereto this _____ day of

_____, 20____. **(This date to be filled in by the County Clerk on the date of acceptance)**

ATTEST:

Envirowaste Services Group, Inc.

PRINCIPAL

BY: PAUL QUENTEL, CEO
Title

Atlantic Specialty Insurance Company

ADDRESS 605 Highway 169 North, Suite 800

WITNESS:

Ryan Norman

CITY Plymouth

STATE MN ZIP 55441

PHONE NO. (952) 852-2431

COUNTERSIGNERS:
N/A

N/A

BY:
Title

Stephen A. Vann, Attorney-in-Fact

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} ss
COUNTY OF Dade }

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this 20 day of January, 20 23 by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Paul Quertel, who executed the foregoing instrument as [Title] CEO of [Corporation or Company Name] Envirowaste Service Group, a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] Florida, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership], a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name], as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____
Signature of person taking acknowledgment

YAILIN VELOSO
Notary Public
State of Florida
Comm# HH142359
Expires 6/14/2025

Yailin Veloso
Name typed, printed or stamped

_____
Title or rank

_____
Serial number (if any)

Bond Number: 800148283
Bid No. IFB-RH-22-166
Project: As Needed Emergency and Non-Emergency Waste-Water Retrieval and Sludge Hauling Services

State of Georgia
County of Cobb

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Oana Dimulescu Notary Public of Cobb County, in the State of Georgia do hereby certify that Stephen A. Vann Attorney-in-Fact, of the Atlantic Specialty Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered said instrument, for and on behalf of the Atlantic Specialty Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Atlanta in said County, this 18th day of January, 2023.

Notary Public _____
Oana Dimulescu

My Commission expires: 06/20/2023

OANA DIMULESCU NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES 6/20/2023

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Stephen A. Vann, Sarah C. Belcastro, Jodi L. Jennings, Mario Medina, Oana R Dimulescu, Bradley Mapes**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 18th day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** UTOM26-0142 **DATE:** 1/20/2026

SUBJECT: Release of Performance Guarantee for IFB-KM-22-176 – EnviroWaste Services Group, Inc. – As Needed Sewage Debris Retrieval and Hauling Services – No Funding Required

REFERENCES: IFB-KM-22-176, UTOM23-0029

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Stewart Shook, Utilities Operations and Maintenance Director

RECOMMENDED BOARD ACTION:

Approve release of Performance Guarantee Surety Bond No. 0247650 in the amount of $50,000.00. Authorize the Chairman to execute the two originals of the Letter of Completion provided and direct Board Records to distribute the Letter of Completion and Performance Guarantee Surety Bond No. 0247650 as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On November 15, 2022, the Board of County Commissioners (BCC) accepted a Performance Guarantee Surety Bond No. 0247650 in the amount of $50,000.00 to guarantee the conditions of the contract.

The services contract IFB-KM-22-176 was satisfactorily completed and expired on November 18, 2025. The Contractor is requesting that the Performance Guarantee Surety Bond be released.

FISCAL IMPACT/COST/REVENUE STATEMENT:

No additional funding is required for this action.

DISTRIBUTION:

Board Records to distribute as set forth below:

1. Retain One Original of the Letter of Completion
2. Mail the Performance Guarantee Surety Bond No. 0247650 and One Original Letter of Completion to:

    Paul Quentel, CEO
    EnviroWaste Services Group, Inc.
    18001 Old Culter Rd
    Palmetto Bay FL 33517

ATTACHMENT(S):

1. UTOM26-0142 Letter of Completion (Two Originals)
2. UTOM26-0142 Memorandum UTOM23-0029
3. UTOM26-0142 Performance Bond No. 0247650

9/23/2025

Re: Pasco County Board of County Commissioners; IFB-KM-22-176 As Needed Sewage Debris Retrieval and Hauling Services; Bond number 247650; Bond Face Value $50,000.00 Berkley Insurance Company

To: Whom it may concern.

Please confirm that Envirowaste Services Group, Inc of 18001 Old Cutler Rd. Suite 643, Miami, FL 33157 has satisfactorily completed the above-mentioned project for Pasco County.

By signing this letter below, you confirm that the project is closed.

Signed: _____

By: _____

Position: _____

Should you have any questions, please feel free to contact the undersigned.

Kind regards,

Yainery Morais

Yainery Morais
Surety Administrator
EnviroWaste service Group Inc.
Email: Yainerymorais@ewsg.com

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** UTOM23-0029 **DATE:** 11/15/2022

SUBJECT: Award of Bid No. IFB-KM-22-176 – Envirowaste Services Group, Inc. – As Needed Sewage Debris Retrieval and Hauling Services – Multi-Year Award – $1,556,730.00

REFERENCES: IFB-KM-22-176

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Interim Assistant County Administrator

FROM: Jason Mickel, Utilities Operations & Maintenance Director

RECOMMENDED BOARD ACTION:

Approve the Award of Bid No. IFB-KM-22-176 to the lowest, responsive and responsible bidder, Envirowaste Services Group, Inc. (Envirowaste), for as needed sewage debris retrieval and hauling services in the annual Not to Exceed (NTE) amount of $427,350.00 in Fiscal Year (FY) 2023; $470,085.00 for FY 2024; $517,094.00 for FY 2025; and $142,201.00 for FY 2026, for a cumulative NTE amount of $1,556,730.00 for the three-year term of the agreement beginning November 19, 2022 through November 18, 2025. Authorize the Chairman to execute the two originals of the Agreement provided, and direct Board Records to date bonds and to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On July 20, 2022, at the request of the Utilities Operations and Maintenance (O&M) Department, the Purchasing Department solicited an Invitation for Bid (IFB) for as needed sewage debris retrieval and hauling services. The specifications were prepared by the Utilities O&M Department. All provisions of the Purchasing Ordinance have been met.

On August 23, 2022, all bids were received, publicly opened and read. The results are shown on the attached bid tabulation. One hundred and ninety-three vendors received automatic email notices; twenty-three of which were from Pasco County. Ten vendors manually searched for and downloaded the solicitation; two of which were from Pasco County. Two responses were received; none of which were from Pasco County. A summary of the download history for this solicitation is attached.

The Utilities O&M Department, with concurrence from the Purchasing Department, requests award of Bid No. IFB-KM-22-176 to the lowest, responsive and responsible bidder, Envirowaste, for a cumulative NTE amount of $1,556,730.00 for the three-year term of the agreement beginning November 19, 2022.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding in the amount of $427,350.00 is currently budgeted and available for FY 2023 in the Water and Wastewater Unit Fund, Utilities Operation and Maintenance Department. Funding in the amount of $470,085.00 will be requested for FY 2024; $517,094.00 for FY 2025; and $142,201.00 for FY 2026, contingent upon approval from the Board of County Commissioners of the various budgets.

DISTRIBUTION:

Board Records to distribute as set forth below:
1. Retain One Original
2. Mail One Original to:

Mr. Eduardo Barba, Corporate Secretary
Envirowaste Services Group, Inc.
18001 Old Cutler Road, #643
Palmetto Bay, FL 33157

ATTACHMENT(S):

1. UTOM23-0029 Agreement (Two Originals)
2. UTOM23-0029 Performance Bond (Two Originals)
3. UTOM23-0029 Bid Form
4. UTOM23-0029 Solicitation Documents IFB-KM-22-176
5. UTOM23-0029 Bid Tabulation
6. UTOM23-0029 Download History
7. UTOM23-0029 Certificate of Insurance with Risk Management Approval
8. UTOM23-0029 Division of Corporations - Sunbiz

cc: Carrie C. Roberts, Purchasing Director

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

November 21, 2022

Mr. Eduardo Barba, Corporate Secretary
Envirowaste Services Group, Inc.
18001 Old Cutler Road, #643
Palmetto Bay, FL 33157

RE: Sewage Debris Retrieval and Hauling Services
C67 UTOM23-0029

Dear Sir/Madam:

At the Pasco County Board of County Commissioners meeting of November 15, 2022, the above mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, click on "Agendas & Minutes" on the left side of the home page, select the meeting date from the list, click on "Agenda" click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Allie Deichert
Records Clerk I, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

Berkley Surety
a Berkley Company

September 12, 2022

Pasco County Board of County Commissioners
Purchasing Department
7536 State Street, Suite 221
New Port Richey, Florida 34654
Telephone: (727) 847-8194

Re: ***IFB-KM-22-176 As Needed Sewage Debris Retrieval and Hauling Services – Multi-Year Award***

To Whom it May Concern:

Berkley Insurance Company will authorize Pasco County to date the bonds the same as the contract approval date.

Sincerely yours,

Chris Polhemus

Chris Polhemus
Regional Manager
Berkley Insurance Company

TWO RAVINIA DR, STE 1050, ATLANTA, GA 30346
PHONE: 678.624.1818
FAX: 678.624.0389

**** Bond issued in 2 Originals ****

ORIGINAL DOCUMENT(S) HAVE BEEN FILED

FLORIDA PERFORMANCE BOND

APPROVED IN SESSION NOVEMBER 15, 2022 PASCO COUNTY BCC

PROJECT: **As Needed Emergency and Non-Emergency Sewer Debris Retrieval and Hauling Services**

BID NO. **IFB-KM-22-176**

PROJECT NO. : N/A

PROJECT LOCATION: **Pasco County, FL**

BOND NO. 0247650

AMOUNT: Maximum Penal Sum of **$50,000.00**

KNOW ALL MEN BY THESE PRESENT, that we, **EnviroWaste Services Group, Inc.**
(Name of Contractor)

located at **18001 Old Cutler Road, #643, Palmetto Bay, FL 33157**
(Address and Telephone Number of Contractor)

hereinafter called the Principal, and Berkley Insurance Company
(Name of Surety)

located at 475 Steamboat Road Greenwich, CT 06830 Phone: (203) 542-3800
(Address and Telephone Number of Surety)

hereinafter called the SURETY, are held and firmly bound unto THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, 8919 Government Drive, New Port Richey, Florida 34654, (727) 847-2411, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, hereinafter called the COUNTY, in the penal sum of fifty thousand and 00 Dollars ($50,000.00) for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written CONTRACT, entered into between the Principal and the COUNTY, for the WORK described, a copy of which said CONTRACT dated: the_____day of_____, 2022 is made a part hereof as if fully copied herein.

Now, therefore, the conditions of this obligation are such, that if the Principal shall In all respects comply with the terms and conditions of said CONTRACT, and his obligation thereunder, including the CONTRACT Documents which include the Notice to BIDDERS, Instructions to BIDDERS, CONTRACT CONDITIONS, PROPOSAL AND BID FORMS, Contract Forms, Notice of Award, Exhibits and Technical SPECIFICATIONS therein referred to and made a part thereof, and such alterations as may be made in said SPECIFICATIONS as therein provided for, NOTICE TO PROCEED, CONTRACT BOND, and any CHANGE ORDER, Purchase Order, or SUPPLEMENTAL AGREEMENT, and shall

indemnify, defend, and save harmless the said COUNTY against and from all costs, expenses, damages, injury, or conduct, want of care or skill, negligence or default, including patent infringements on the part of the said Principals, agents, or employees, in the execution of performance of said CONTRACT, including errors in the plans furnished by the Principal, and further, if such CONTRACTOR or CONTRACTORS shall promptly make payments to all persons supplying him, them, or it, labor, MATERIAL, and supplies, used directly or indirectly by said CONTRACTOR, CONTRACTORS, SUBCONTRACTOR, or SUBCONTRACTORS in the prosecution of the WORK provided for in said CONTRACT, this obligation shall be void; otherwise, the Principal and SURETY jointly and severally agree to pay to the COUNTY any difference between the sum to which the said Principal would be entitled on the completion of the CONTRACT, and that which the COUNTY may be obliged to pay for the completing of said WORK BY CONTRACT or otherwise, and any damages, direct or indirect, or consequential, which the said COUNTY may sustain on account of such WORK, or on account of the failure of the said CONTRACTOR to properly and in all things keep and execute all provisions of said CONTRACT.

And the said Principal and SURETY hereby further bind themselves, their successors, and executors, administrators, and assigns jointly and severally, that they will amply and fully protect the said COUNTY against, and will pay any and all amounts, damage costs, and judgements which may be recovered against or which the COUNTY may be called upon to pay to any person or corporation by reason of any damages arising from the performance of said WORK, or of the repair or maintenance thereof, or the manner of doing the same or the neglect of the said Principal, or his agents or servants, or the improper performance of the said WORK by the Principal, or his agents or servants, or the failure to keep and execute all provisions of said CONTRACT or the infringements of any patent rights by reason of the use of any MATERIAL furnished, or WORK done; as aforesaid, or otherwise.

And the said Principal and SURETY hereby further bind themselves, their successors, heirs, executors, administrators, and assigns, jointly and severally, to repay the COUNTY any sum which the COUNTY may be compelled to pay because of any lien for labor or MATERIAL furnished for the WORK embraced by said CONTRACT, and the said SURETY, for value received, hereby stipulates and agrees that no change, purchase order, task order, extension of time, alterations, or additions to the terms of the CONTRACT or to the WORK to be performed thereunder, or the SPECIFICATIONS accompanying the same shall in any way affect its obligations on this BOND, and it does hereby waive notice of any such change, extensions of time, alterations, or additions to the WORK or to the SPECIFICATIONS.

In testimony whereof, witness the hands and seals of the parties hereto this _____ day of _____, 20__, A.D. (This date to be filled in by the County Clerk on the date of acceptance)

(Contractor)

EnviroWaste Services Group, Inc.
PRINCIPAL

BY: PAUL QUENTEL, CEO
Title

ATTEST: _____

Berkley Insurance Company
SURETY

ADDRESS 475 Steamboat Road

WITNESS:
Ryan Norman

CITY Greenwich

STATE CT ZIP 06830

PHONE NO. (203) 542-3800

COUNTERSIGNERS:
N/A

N/A

BY: _____
Title
Stephen A. Vann, Attorney-in-Fact

NOTARY ACKNOWLEDGMENT

STATE OF } Florida
} ss
COUNTY OF } Miami Dade

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization on this 17 day of October, 2022, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Paul Quentel, who executed the foregoing instrument as [Title] CEO of [Corporation or Company Name] EnviroWaste Services Group Inc. a [check one] [✓] corporation [ ] limited liability company, organized under the laws of [State] Florida, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] , as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

Notary Public State of Florida
Eileen Algaze
My Commission HH 317095
Expires 9/27/2026

EAlgaze
Signature of person taking acknowledgment

Eileen Algaze
Name typed, printed or stamped

Operations Coordinator
Title or rank

HH 317095
Serial number (if any)

Bond Number:0247650
Bid No. IFB-KM-22-176
Project: As Needed Emergency and Non-Emergency
Sewer Debris Retrieval and Hauling Services

State of Georgia

County of Cobb

*** Bond issued in 2 Originals***

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Oana Dimulescu Notary Public of Cobb County, in the State of Georgia do hereby certify that Stephen A. Vann Attorney-in-Fact, of the Berkley Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered said instrument, for and on behalf of the Berkley Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Atlanta in said County, this 23rd day of September , 2022 .

Notary Public _____

My Commission expires: 06/20/23

OANA DIMULESCU NOTARY PUBLIC MY COMMISSION EXPIRES 6/20/2023 COBB COUNTY, GEORGIA

No. BI-10207f-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Stephen A. Vann; Sarah C. Belcastro; Jodi Jennings; or Oana R. Dimulescu of Lockton Companies, LLC of Atlanta, GA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1st day of December, 2021.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:
By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 1st day of December, 2021, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this 23rd day of September, 2022.

_____
Vincent P. Forte

Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety is a member company of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 5 **FILE NO.:** UT26-2910 **DATE:** 1/20/2026

SUBJECT: Budget Amendment and Resolution for the Septic Upgrade Incentive Project – Pasco County Utilities Department – Transfer of Funds from Fiscal Year (FY) 2025 to FY 2026 – $2,222,222.22

REFERENCES: UT24-0428, OMB25-0007

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Joseph Amoah, Utilities Director

RECOMMENDED BOARD ACTION:

Approve Budget Amendment Journal No. 2026 04 05, in the amount of $2,222,222.22; adopt the Resolution amending the final budget for Fiscal Year (FY) 2026. Authorize the Chairman to execute the one original Resolution provided and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On August 21, 2024, the Board of County Commissioners (BCC) approved the Florida Department of Environmental Protection (FDEP) Septic Upgrade Incentive Project (SUIP), funded through Grant Agreement No. LPF5701, in the amount of $2,222,222.22.

Although this grant spans multiple years, the funding is managed through an annual account, requiring a BCC agenda memorandum every Fiscal Year (FY) to carry forward any unspent funds. This action will roll the budget from FY 2025 into FY 2026.

Budget Amendment Journal No. 2026 04 05 will transfer the previously approved funding from FY 2025 to FY 2026 to maintain ongoing program operations.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Upon approval of Budget Amendment Journal No. 2026 04 05, funding in the amount of $2,222,222.22 will carry forward from FY 2025 and be budgeted and available in FY 2026 in the Water and Wastewater Unit Fund, Utilities Department - Administration.

DISTRIBUTION:

Board Records to distribute as set forth below:
1. Retain One Original

ATTACHMENT(S):

1. UT26-2910 Budget Amendment Resolution (One Original)
2. UT26-2910 Budget Amendment Journal No. 2026 04 05
3. UT26-2910 Memorandum OMB25-0007
4. UT26-2910 Memorandum UT24-0248

BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO. _____**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, AMENDING THE FINAL BUDGET FOR FISCAL YEAR 2026 ; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 129.06(2), Florida Statutes provides legal authority and defines how a budget may be amended for that year, and may within the first 60 days of a fiscal year amend the budget for the prior fiscal year; and,

WHEREAS, pursuant to Section 129.06(2)(d), Florida Statutes, a receipt of a nature from a source not anticipated in the budget and received for a particular purpose, including but not limited to grants, donations, gifts, or reimbursement for damages, may, by resolution of the board spread on its minutes, be appropriated and expended for that purpose, in addition to the appropriations and expenditures provided for in the budget. Such receipts and appropriations must be added to the budget of the proper fund. The resolution may amend the budget to transfer revenue between funds to properly account for unanticipated revenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, that:

1. The Fiscal Year 2026 Final Budget be amended.
2. Revenues and expenses are increased in the amount of $2,222,222.22 within the Water and Wastewater Unit Fund for Florida Department of Environmental Protection (FDEP) Septic Upgrade Incentive Project (SUIP), funded through Grant Agreement No. LPF5701.
3. This resolution will take effect immediately upon its adoption.

DULY ADOPTED with a quorum present and voting this _____ day of _____, 2026.

(SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

_____

NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

_____

JACK MARIANO, CHAIRMAN

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT			LINE DESCRIPTION	EFF DATE				
1	24423180	389300	00000	Utilities Administration	Proprietary - St Grants & Don	.00	-2,222,222.22	-2,222,222.22	
	2401-42025-389300-389300-00000-0000-G24042-000-0000			Proprietary - St Grants & Don	01/20/2026				
2	24425090	512000	00000	Utilities Administration	Regular Salaries & Wages	.00	111,111.11	111,111.11	
	2401-42025-536000-512000-00000-0000-G24042-000-0000			Regular Salaries & Wages SUIP	01/20/2026				
3	24425090	534000	00000	Utilities Administration	Other Services	.00	2,111,111.11	2,111,111.11	
	2401-42025-536000-534000-00000-0000-G24042-000-0000			Other Services SUIP	01/20/2026				
					** JOURNAL TOTAL		0.00		

YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND

2026 04 5 01/20/2026 GRANT UT26-2910 BUA BCC 1/20 1 2

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** OMB25-0007 **DATE:** 10/22/2024

SUBJECT: Correction to UT24-0248 - State of Florida Department of Environmental Protection – Septic Upgrade Incentive Project to Encourage Homeowners to Install Nitrogen-Reducing Enhancements – $2,222,222.22

REFERENCES: UT24-0248

AGENDA SECTION: Consent Agenda

THRU: Erik Breitenbach, Assistant County Administrator

FROM: Amielee Farrell, Budget Director

RECOMMENDED BOARD ACTION:
Approve correction to Agenda Item UT24-0248 for the Septic Upgrade Incentive Project (SUIP) Grant Agreement No. LPF5701 (Grant Agreement) with the Florida Department of Environmental Protection. Authorize the replacement of the corrected fund in the Fiscal Impact Statement in the Agenda Item.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:
On August 21, 2024, the Board of County Commissioners approved Agenda Item UT24-0248 for the Florida Department of Environmental Protection (FDEP) Springs Restoration Grant for a voluntary incentive program to upgrade existing onsite sewage treatment and disposal systems (OSTDS). However, the Agenda Item referenced the incorrect fund number in the Fiscal Impact Statement.

According to the County's policies and procedures for recording grants in the Enterprise Funds, the correct fund that should have been referenced in UT24-0248 is the Utilities Water and Wastewater Unit Fund.

The Office of Management and Budget, along with the concurrence of the Utilities Department, requests approval of the correction to the Fiscal Impact Statement on Agenda Item UT24-0248.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding in the amount of $2,222,222.22 will be budgeted and available in the Water & Wastewater Unit Fund, Utilities Department.

DISTRIBUTION:
Not applicable

ATTACHMENT(S):
1. OMB25-0007 Referenced Agenda Memo No. UT24-0248

cc: Justin G. Grant, Public Infrastructure Fiscal and Business Administration Director
Amaura Bell, Budget Analyst II

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 5 **FILE NO.:** UT24-0248 **DATE:** 8/21/2024

SUBJECT: Septic Upgrade Incentive Project Grant Agreement No. LPF5701 Standard Grant Agreement, State of Florida Department of Environmental Protection – Septic Upgrade Incentive Project to Encourage Homeowners to Install Nitrogen-Reducing Enhancements – $2,222,222.22

REFERENCES: Not Applicable

AGENDA SECTION: Regular Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: David Allen, Utilities Director

RECOMMENDED BOARD ACTION:

Approve the Septic Upgrade Incentive Project (SUIP) Grant Agreement No. LPF5701 (Grant Agreement) with the Florida Department of Environmental Protection. Authorize the Chairman of the Board of County Commissioners (BCC) to execute the two original Grant Agreements and direct Board Records to distribute as set forth under the Distribution section below.

Delegate to the County Administrator, or his designee, the full authority to act on behalf of the County to ensure eligibility requirements under the Grant Agreement, including but not limited to: provide any necessary certifications and notices, approve modifications to the Grant Agreement, and execute any necessary documentation required within the Grant Agreement, or agree to a termination of the Grant Agreement if eligibility cannot be confirmed.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

This item requests approval from the BCC of a Florida Department of Environmental Protection (FDEP) Springs Restoration Grant in the amount of $2,222,222.22 for a voluntary incentive program to upgrade existing onsite sewage treatment and disposal systems (OSTDS), which are commonly referred to as septic systems, with nitrogen-reducing enhancements in the Priority Focus Area (PFA) of the Weeki Wachee Springs Basin Management Action Plan (BMAP).

Pasco County Utilities Department will develop a SUIP to encourage homeowners to voluntarily remediate existing conventional OSTDS to include nitrogen-reducing enhancements. The program will offset a portion of homeowner costs by providing up to $10,000.00 after the installation of an OSTDS with enhanced nitrogen-reducing features. Pursuant to the FDEP Grant Agreement, existing septic systems located within the PFA of the Weeki Wachee BMAP area will be eligible to participate. A portion of the funding will be used for third party program administration.

Under the SUIP, homeowners will hire a licensed septic installer or plumber of their choice to upgrade their OSTDS. The licensed septic installer or plumber would apply for the program on the homeowner's behalf and submit to the program administrator an initial application that contains permits, estimated costs, proof of state license and state registration, a vendor registration packet, and other documents outlined in the Standard

Operation Procedure (SOP). Upon approval, the licensed septic installer or plumber would complete the OSTDS upgrade. A second package of information would then be sent to the program administrator that includes a final copy of the invoice to the property owner showing the address of the residence, identifying the equipment, materials and labor performed and the property owner's share of the cost, as well as proof of inspection from applicable county departments, and any other documentation requested by the county. Upon approval of the documents, Pasco County would then reimburse the licensed septic installer or plumber the balance of the invoice up to $10,000.00. Pasco County would subsequently request reimbursement from FDEP on a monthly basis.

The Pasco County Utilities Department estimates that the amount of funding in the grant would allow for 210 homes to be reimbursed for upgrading their septic systems. Pasco County will be eligible to apply for additional funding for the SUIP following disbursement of the $2,222,222.22.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding in the amount of $2,222,222.22 will be budgeted and available in the Grant Fund, Utilities Department.

DISTRIBUTION:
Board Records to distribute as set forth below:
1. Retain One Original Grant Agreement
2. One Original Grant Agreement to the Utilities Department, Land O' Lakes, to the attention of David Allen, Utilities Director.

Upon execution by the Florida Department of Environmental Protection, one original will be submitted to Board Records.

ATTACHMENT(S):
1. UT24-0428 Standard Grant Agreement No. LPF5701 (Two Originals)
2. UTD24-0428 Location Map

cc: Carrie C. Roberts, Purchasing Director
Justin G. Grant, Public Infrastructure Fiscal and Business Administration Director
Mindy Tillis, Budget Analyst II

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** FR26-1205 **DATE:** 1/20/2026

SUBJECT: Cooperative Purchase — Stryker Sales, LLC — LUCAS 3, V3.1 Chest Compression Systems and Accessories — $672,651.85

REFERENCES: Not Applicable

AGENDA SECTION: Consent Agenda

THRU: Joanna Cheshire, Interim Assistant County Administrator (Public Safety)

FROM: Ryan Guynn, Fire Chief

RECOMMENDED BOARD ACTION:

Approve the purchase of forty-five (45) Lucas 3, v3.1 Chest Compression automated CPR systems and associated accessories for medical patient transportation, pursuant to section 2-96(b) of the Pasco County Purchasing Ordinance by utilizing Sourcewell, contract No. 041823-STY, with Stryker Sales, LLC (Stryker), which is currently still in effect, in the Not to Exceed (NTE) amount of $672,651.85 for Fiscal Year (FY) 2026.

Declare forty-five (45) Zoll Autopulse Resuscitation Systems as surplus upon receipt of their replacements and authorize Fire Rescue to transfer ownership of these assets to Stryker for a trade-in allowance of $247,500.00.

Authorize the Chairman to sign the quote and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

The Fire Rescue Department (Fire Rescue) has adopted Stryker equipment for safer, more efficient patient movement and transport, to enhance safety, improve efficiency, and protect personnel from injuries. At this time, Fire Rescue needs to replace older mechanical CPR devices as our current devices are nearing end of life and require frequent servicing, including repairs to the devices and batteries. The LUCAS device delivers consistent, high-quality compressions during cardiac arrest. The use of identical equipment across neighboring emergency departments, and two of the three helicopter services used makes the transition of care nearly seamless. Furthermore, unlike our older equipment, LUCAS devices are more reliable, easier to deploy, and designed to reduce rescuer fatigue and improve patient outcomes. By upgrading to LUCAS, we will enhance both the safety of our personnel and the survival chances of those we serve.

Fire Rescue, with concurrence from the Purchasing Department, finds it in is the County's best interest to utilize Sourcewell, contract No. 041823-STY, with Stryker for the purchase of forty-five (45) Lucas 3, v3.1 Chest Compression automated CPR systems and associated accessories, in the NTE amount of $672,651.85 for FY 2026.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding in the amount of $672,651.85 is budgeted and available for FY 2026 in the Penny for Pasco Public Safety Fund, Rescue Division.

DISTRIBUTION:

1. Retain One Original

Electronically to Meredith Roberts, meredith.roberts@stryker.com

ATTACHMENT(S):

1. FR26-1205 Signed Exception Form
2. FR26-1205 Vendor Quote - 11185156
3. FR26-1205 Sourcewell Contract #041823 - STY
4. FR26-1205 Sourcewell Contract #041823 - STY - Price List
5. FR26-1205 Signed Cooperative Purchase Approval Checklist - #041823-STY
6. FR26-1205 Division of Corporations - Sunbiz - Stryker Sales,LLC

cc: Carrie C. Roberts, Purchasing Director

Purchasing EXCEPTION Form

This form MUST be submitted when a Department intends to utilize an exception to open competition. All backup documentation, including justification for the exception must be submitted with this form.

Buyer/PA: Korrine Martin/Lynn Kostreles Date: 12/3/2025

Req #: _____ Dollar Amount: $672,651.85

Vendor: Stryker Sales, LLC

Description of item(s) or service(s) to be purchased: LUCAS 3, v3.1 Chest Compression Systems and Accessories

____ **CONFIDENTIAL PURCHASE (**complies with detailed requirements stated in Fla. Stat. sec.119.0725) *

Select the appropriate EXCEPTION (Select ONLY 1 of the following: Sole Source, Cooperative, Florida Term Contract, Piggy Back OR Exempt)

____ **Sole Source:** (provide sole source justification and current Sole Source letter from the vendor)

✔ **Cooperative Purchase:** Cooperative: Sourcewell Contract #: #041823-STY - Exp. 6/30/27

____ **Florida State Term Contract** (issued by Department of Management Services only) #: _____

____ **Piggyback:**

____ Non-DMS Florida Contracts: Agency:_____ Contract #:_____

____ Other Government Contract: Agency:_____ Contract #:_____

____ **Exempt Purchase** (Dept. is responsible for verifying the request complies with detailed requirements stated Ordinance Sec. 2-103):

____ b. The Good or Service is subject to a trial program by the County;

____ c. Utilizing a competitive process will be detrimental to timely securing of needed Goods/ Services;

____ d. It is a purchase of Goods or Services related to Cybersecurity as defined in section 119.0725, Florida Statutes *

____ e. There exists only one responsible vendor including one manufacturer or sales representative;

____ f. Although there exists more than one responsible source, a competitive process cannot reasonably be used or, if used, will result in a substantially higher cost to the County, will otherwise injure the County's financial interests or will substantially impede the County's administrative functions or the delivery of services to the public;

____ g. Is required to maintain interchangeability or compatibility and available from only one source;

____ h. Is required to standardize or maintain standardization;

____ i. Is required to match materials in use, so as to produce visual harmony;

____ j. Is prescribed by a Professional or Consultant;

____ k. Is required to enable use by a specific individual;

____ l. Is the subject of a change order and/or contract modification when not practical to engage another contractor;

PASCO COUNTY FLORIDA

_____ m. Renewal of software licenses & associated maintenance and support services;
_____ n. Extensions of an existing contracts or renewals of an existing contract;
_____ o. Membership dues/fees for trade, professional, legal, government associations;
_____ p. Conference/workshop registrations, training classes, certification/testing;
_____ q. Speakers, lecturers, musicians, actors/performing artists; artistic services;
_____ r. Maintenance, training, services, parts and/or warranties for existing equipment and systems provided by the original equipment manufacturer (OEM) or sole authorized agent;
_____ s. Franchised garbage service, utilities and other related natural monopolies;
_____ t. Registrations, licenses, certifications, permits, tolls, fees and other regulatory requirements;
_____ u. Goods and/or Services provided by other public (government)agencies (including universities);
_____ v. Advertising;
_____ w. Postage and parcel services;
_____ x. Medical and veterinary Goods and Services, and pharmaceuticals;
_____ y. Purchase of library books, reference books and materials;
_____ z. Professional Services;
_____ aa. Legal Services selected by the County Attorney;
_____ bb. Employee recruitment services;
_____ cc. Goods or Services provided by a non-profit organization (as defined by Florida Statute Chapter 617);

Describe the JUSTIFICATION for the selected EXCEPTION:

Fire Rescue need to purchase new LUCAS 3, v3.1 Chest Compression automated CPR device systems and accessories to replace older devices by utilizing Cooperative Contract #041823-STY with Sourcewell.

Sourcewell Contract ##041823-STY was approved by the Purchasing Director on 12/05/2025.

Department Signatures:

Gregory Pollock	Gregory Pollock Digitally signed by Gregory Pollock Date: 2025.12.03 14:23:14 -05'00'	12/03/2025
Printed	Signature	Date

Purchasing Director Approval:

Carrie C. Roberts	Carrie C. Roberts Digitally signed by Carrie C. Roberts Date: 2025.12.05 10:22:34 -05'00'	12/05/2025
Printed	Signature	Date

***Chief Information Officer Approval (required if "CONFIDENTIAL ITEM" or item "d" above is selected):**

Printed	Signature	Date

November 2023

stryker

Pasco Lucases (45)

Quote Number: 11185156

Version: 1

Prepared For: PASCO COUNTY FIRE AND RESCUE

Attn:

Quote Date: 01/08/2026

Expiration Date: 03/27/2026

Remit to:
Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Division: Medical

Rep: Meredith Roberts

Email: meredith.roberts@stryker.com

Phone Number: (407) 2226006

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	PASCO COUNTY FIRE AND RESCUE	Name:	PASCO COUNTY FIRE AND RESCUE	Name:	PASCO COUNTY CIRCUIT COURT
Account #:	20059379	Account #:	20059379	Account #:	20115641
Address:	2036 CHESAPEAKE DR	Address:	2036 CHESAPEAKE DR	Address:	38053 LIVE OAK AVE
	ODESSA		ODESSA		DADE CITY
	Florida 33556-3668		Florida 33556-3668		Florida 33523-3805

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	45	$18,350.24	$825,760.80
2.0	11576-000060	LUCAS Desk-Top Battery Charger	45	$824.14	$37,086.30
3.0	11576-000071	LUCAS External Power Supply	45	$270.00	$12,150.00
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	45	$535.00	$24,075.00
6.0	11576-000047	LUCAS Disposable Suction Cup (12 pack)	20	$376.20	$7,524.00
				Equipment Total:	$906,596.10

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-ZAP-LUC3	TRADE-IN-ZOLL AUTOPULSE TOWARDS PURCHASE OF LUCAS 3.1	45	-$5,500.00	-$247,500.00

stryker

Pasco Lucases (45)

Quote Number:	11185156	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1	Division:	Medical
Prepared For:	PASCO COUNTY FIRE AND RESCUE	Rep:	Meredith Roberts
	Attn:	Email:	meredith.roberts@stryker.com
		Phone Number:	(407) 2226006
Quote Date:	01/08/2026		
Expiration Date:	03/27/2026		

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Shipping and Handling:	$13,555.75
Grand Total:	$672,651.85

Comments:
Value shown for trade-in line item is applicable to this order only. Any future trade-ins will depend on the model/age/condition of those devices at the time.

Parties acknowledge and agree that this transaction shall be governed by the terms of Sourcewell #041823.

Terms: Net 45 Days

Shipping & Handling Includes:
Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

SOURCEWELL CONTRACT NO. 041823-STY
STRYKER SALES, LLC
45 LUCAS 3, V3.1 CHEST COMPRESSION SYSTEMS & ACCESSORIES
QUOTE NO. 11185156

Pasco County, Florida, by and through its Board of County Commissioners, and Stryker Sales, LLC, acknowledge and accept Sales Quote No. 11185156, provided pursuant to Sourcewell Contract No. 041823-STY.

ATTEST

By: _____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

By: _____
Jack Mariano, Chairman

Date: _____

STRYKER SALES, LLC

By: Kathryn E. Janecke

Printed Name: Kathryn E. Janecke

Title: Senior Director, Commercial Operations

Date: 01/09/2026

DocuSign Envelope ID: D480AE7D-7D7E-416C-A1A1-EEAB75214029

Sourcewell

Solicitation Number: 041823

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Stryker Sales, LLC, through its Medical Division**,** 11811 Willows Road NE, Redmond, WA 98052 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Critical Care and EMS Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires June 30, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

DocuSign Envelope ID: D480AE7D-7D7E-416C-A1A1-EEAB75214029

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that (i) Supplier has good title to Equipment shipped directly to Participating Entities, free of all liens, claims, and encumbrances; (ii) the Equipment will, at the time of manufacture, in all material respects have been manufactured in conformance with the Equipment specifications; and (iii) the Equipment will in all material respects, at the time of shipment, meet the technical specifications set forth in the FDA-approved or cleared labeling. EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, SUPPLIER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES REGARDING THE PRODUCTS INCLUDING, BUT NOT LIMTED TO, AND FITNESS FOR A PARTICULAR PURPOSE.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal. If the Agreement is a multi-year contract, Supplier may increase pricing no more than once annually. Such price increase shall be incorporated by amendment to this Agreement and signed by Sourcewell and Supplier.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

DocuSign Envelope ID: D480AE7D-7D7E-416C-A1A1-EEAB75214029

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned in accordance with the return policy, incorporated by reference, at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products within thirty (30) days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity. All shipping will be FOB destination, freight prepaid and added to the invoice.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product

DocuSign Envelope ID: D480AE7D-7D7E-416C-A1A1-EEAB75214029

Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States; such as federal, state, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

DocuSign Envelope ID: D480AE7D-7D7E-416C-A1A1-EEAB75214029

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract. Payment terms are net thirty (30).

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

DocuSign Envelope ID: D480AE7D-7D7E-416C-A1A1-EEAB75214029

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

DocuSign Envelope ID: D480AE7D-7D7E-416C-A1A1-EEAB75214029

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

DocuSign Envelope ID: D480AE7D-7D7E-416C-A1A1-EEAB75214029

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities , including their agents and employees, harmless from any third-party claims or causes of action incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. The foregoing indemnification does not apply to any claims arising from: (i) the combination of any Stryker Product with one or more non-Stryker products wherein such combination is the sole basis of the claim; (ii) the use of the Products contrary to their labeling, manuals, and/or instructions for use or (iii) modification of any Product by any person other than Stryker without Stryker's express written authorization. Stryker will have no liability hereunder unless it is notified promptly of any such claim and given control of the defense and any settlement thereof; however, any claim that obligates Sourcewell for payment of any kind may not be settled without prior consultation and written approval by the Sourcewell Board of Directors Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

DocuSign Envelope ID: D480AE7D-7D7E-416C-A1A1-EEAB75214029

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   Subject to Section 13(B), Sourcewell grants to Supplier a royalty-free, non-exclusive right and license to use the trademark(s) provided to Supplier in certain advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier for use in the United States only and solely in the format provided in Exhibit A. For the avoidance of doubt, the license granted by Supplier to Sourcewell shall be limited to the following promotional materials:
   i. Sourcewell's Contract Directory located on Sourcewell's website and/or in a printed format for distribution by Sourcewell;
   ii. Sourcewell's Cooperative Purchasing (through Buy Sourcewell) located on Sourcewell's website;
   iii. Tradeshow or other conference banners prepared and approved by Sourcewell;
   iv. Award announcement emails; and
   v. Any reseller or distributor advertising or promotional flyers for distribution by Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. The sublicense granted hereunder will be subject to the terms and conditions of this Article and shall not exceed the rights granted pursuant to Section 1.b. of this Article 13. A party shall approve each use of the other party's trademarks by its respective Permitted Sublicensees. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*
   a. Neither party may alter the other party's trademarks from the form provided and must immediately comply with removal requests as to specific uses of its trademarks or logos.
   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Each party must return all

DocuSign Envelope ID: D480AE7D-7D7E-416C-A1A1-EEAB75214029

marketing and promotional materials, including signage, provided by the other party or dispose of it according to requesting party's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers to Participating Entities that offer Equipment, Products, or Services available under this Contract and utilizes the terms of this Contract while offering pricing lower than this Contract, must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

DocuSign Envelope ID: D480AE7D-7D7E-416C-A1A1-EEAB75214029

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the term of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with the following required coverage and limits of insurance:

1. *Workers’ Compensation and Employer’s Liability.*
Workers’ Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in the required amounts listed below:

Required limits:
$2,000,000 each accident for bodily injury by accident
$2,000,000 policy limit for bodily injury by disease

DocuSign Envelope ID: D480AE7D-7D7E-416C-A1A1-EEAB75214029

$2,000,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. Coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Required Limits:
$3,000,000 each occurrence Bodily Injury and Property Damage
$2,000,000 Personal and Advertising Injury
$4,000,000 aggregate for products liability-completed operations
$4,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Required Limits:
$3,000,000 each accident, combined single limit

4. *Umbrella Insurance*.

Intentionally omitted

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's network security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Required limits:
$2,000,000 per occurrence or claim
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

DocuSign Envelope ID: D480AE7D-7D7E-416C-A1A1-EEAB75214029

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be issued by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to vicarious liability of Sourcewell and/or its Participating Entities which may arise out of activities, "operations," or "work" performed by Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that except with respect to any claim or loss that arise from the negligence or willful misconduct of Sourcewell and/or its Participating Entities, the commercial general liability insurance coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the workers' compensation and employer's liability and commercial automobile liability insurance policies required by this Contract. The waiver must apply to all deductibles and/or self-insured retentions applicable to such insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTIONINTENTIONALLY OMITTED.

F. SELF-INSURANCE. Notwithstanding any other insurance requirements within this Agreement to the contrary, to the extent allowed by applicable law or regulation, Supplier shall be permitted to comply with these insurance requirements through a program of self-insurance

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

DocuSign Envelope ID: D480AE7D-7D7E-416C-A1A1-EEAB75214029

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

This Agreement is the entire, final, complete, and fully integrated agreement between Sourcewell **and** Supplier for the benefit of any Participating Entity with respect to the subject matter hereof and supersedes any prior agreements or communications between the parties, whether written, oral, electronic or otherwise.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal

DocuSign Envelope ID: D480AE7D-7D7E-416C-A1A1-EEAB75214029

Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

DocuSign Envelope ID: D480AE7D-7D7E-416C-A1A1-EEAB75214029

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

DocuSign Envelope ID: D480AE7D-7D7E-416C-A1A1-EEAB75214029

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

DocuSign Envelope ID: D480AE7D-7D7E-416C-A1A1-EEAB75214029

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

DocuSign Envelope ID: D480AE7D-7D7E-416C-A1A1-EEAB75214029

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 9/14/2023 | 4:41 PM CDT

Stryker Sales, LLC, through its Medical Division

By: DocuSigned by: Anne Mullally 6CE0778B706449D...

Anne Mullally

Title: Vice President and General Manager

Date: 9/15/2023 | 6:56 AM PDT

Approved:

By: DocuSigned by: Chad Coauette 48BAF71B0894454...

Chad Coauette

Title: Executive Director/CEO

Date: 9/15/2023 | 8:58 AM CDT

DocuSign Envelope ID: D480AE7D-7D7E-416C-A1A1-EEAB75214029

Exhibit A

Stryker Trademark Usage

stryker

Logo position, spacing and size

Position

- Stryker logo must appear prominent and not compete with word marks, surrounding text, images or other visual elements.
- Our preferred logo placement is horizontal; however, Sourcewell can position Stryker logo vertically.
- When horizontally positioned, place Stryker logo in either the top left or top right corner of the layout.
- When horizontally positioned, Stryker prefers Sourcewell places Stryker logo above all other text and in a position that doesn't appear aligned with any visual elements other than a color field and/or dimensional frame.
- When vertically positioned, Stryker logo must be the most dominant element on the layout (for example, up the side of a trade show banner).
- Avoid overuse of Stryker logo by using only one logo per layout and refrain from using our logo multiple times across a multi-page document.
- Stryker logo must appear on the first page or section of a document.

Clear space

- Provide clear space around our logo to clearly identify it as our master brand.
- The diagram below demonstrates the minimum space required; clear space is equal to 1.5 times the height of our logo.

Minimum size

- When using Stryker logo, maintain a minimum size of 1" (25.4mm) in print applications to maintain brand presence.
- The goal is to maximize the size of Stryker logo in proportion to the size of the layout.



Clear space



1" (25.4mm)

Minimum size

Do not:

- use any color except black for Stryker logo.
- use Stryker logo with a registration mark (®).
- show Stryker logo upside down or reflected.
- angle or tilt except at a 90° angle.
- violate clear space in any way.
- show Stryker logo at minimum size in a large-scale layout.
- show Stryker logo oversized on a layout relative to the scale of the other visual elements.
- use Stryker logo with other text; instead, spell out "Stryker" or "Stryker's" when using Stryker name.
- translate Stryker logo; however, Sourcewell can translate our Stryker in text.
- include Stryker logo as part of another trademark or service mark.
- alter any part of Stryker logo.
- skew or distort Stryker logo.
- animate Stryker logo; except in videos.
- add a line above or below Stryker logo.
- crop Stryker logo.
- use Stryker logo at a low resolution.
- use Stryker logo vertically with text that has more dominance.
- add shadows or shading.
- add a border.
- use an outline.
- use on unapproved background colors.
- place in a shape (for example, a circle or triangle) unless placed on a square or rectangular.
- place business, function, region, service names or word marks on the same line as Stryker logo.

RFP 041823 - Critical Care and EMS Equipment

Vendor Details

Company Name:	Stryker Sales, LLC
Does your company conduct business under any other name? If yes, please state:	Howmedica Osteonics Corp
Address:	2825 Airview Blvd. Kalamazoo, MI 49002
Contact:	Ted Harris
Email:	ted.harris@stryker.com
Phone:	615-512-4890
HST#:	38-2902424

Submission Details

Created On:	Monday March 06, 2023 16:19:47
Submitted On:	Friday April 14, 2023 13:58:59
Submitted By:	Bobby Flanagan
Email:	Robert.Flanagan@stryker.com
Transaction #:	34aa1fbb-1f4f-420c-825f-d4a930e802a5
Submitter's IP Address:	64.208.103.178

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Stryker Sales, LLC, through its Medical Division	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Stryker Sales, LLC, through its Medical Division	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Not applicable	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	75AF1, [No CAGE code for SYK SALES CORP; All Govt Contracts through SYK Corp]	*
5	Proposer Physical Address:	11811 Willows Road NE Redmond, WA, 98052	*
6	Proposer website address (or addresses):	https://www.stryker.com/us/en/emergency-care.html	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jennifer Collins Manager, Strategic Pricing and Contracts Tel: 425 867 4685 Email: jennifer.collins@stryker.com Address: 11811 Willows Road NE Redmond, WA, 98052	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ted Harris, Manager, Strategic Accounts Tel: 615 512 4890 Email: ted.harris@stryker.com Address: 11811 Willows Rd. NE, Redmond, WA 98052	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Maggie Wang, Associate Manager, Bids & Proposals Tel: 425-867-4216 Email: maggie.wang1@stryker.com Address: 11811 Willow Rd NE, Redmond, WA 98052	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	About Stryker Stryker is one of the world's leading medical technology companies and, together with our customers, is driven to make healthcare better. We offer innovative products and services in Orthopaedics, Medical and Surgical, and Neurotechnology and Spine that help improve patient and hospital outcomes. As the pioneer in portable defibrillation and monitoring technology, Stryker's Emergency Care business continues to define the standard for cardiac emergency care equipment, solutions and services. We are the world leader in developing, manufacturing, selling and servicing emergency care products. The company pioneered defibrillation technology over 68 years ago and continues to design and develop advanced emergency medical devices for in-hospital and out-ofhospital use. The company's LIFEPAK defibrillators have been carried to the top of Mount Everest and launched into orbit on the International Space Station. More than 800,000 units are in use today on fire and rescue rigs, ambulances, hospital crash carts and in thousands of public access locations worldwide. Global Presence Stryker serves a global market of thousands of customers in over 100 countries that use our products every day to protect their communities. We are well-positioned to continue serving the worldwide medical community for generations to come. Stryker Emergency Care employs over 1,000 team members worldwide. Approximately 700 of these team members are based in Redmond, WA. Vision and Mission We have been involved in emergency medical care for more than 68 years and lead the industry in developing products that monitor or treat patients in emergency medical situations. We develop technologies and design devices according to the unique needs of our customers and our goal is to provide complete solutions for cardiorespiratory emergencies. Everything is designed for customers, to work with them- whether it is accessories, disposables, flexible energy dosing or data management solutions that help them capture patient data and learn from it to improve patient care. Our approach to product development is with the values our customers expect front and center: quality, innovation, durability and reliability. We hold ourselves to rigorous quality and innovation standards, and firmly believe that good enough is never good enough when you are talking about devices used on a daily basis in a variety of emergency care environments. We are always innovating our product and clinical technologies and looking for ways to improve our processes— because our customers and their patients depend on it. MISSION: Together with our customers, we make healthcare better.	*
11	What are your company's expectations in the event of an award?	If Stryker is the winner, Stryker will negotiate in good faith mutually benefitial terms following award issuance.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Stryker Corporation Annual Report has been uploaded to the attachment section. Stryker Sales, LLC, through its Medical Division is a wholly owned affilate of Stryker Corporation.	*
13	What is your US market share for the solutions that you are proposing?	In 2022, our prehospital business captured 69% of market share. We are unique in that we have solutions that equip the back of the ambulance with everything from monitor/defibrillaotrs, to cots and fasteners, to data solutions, and beyond. We are unmatched when it comes to the breadth of products and service that we can provide our customers. Our flagship product lines have captured majority market share in their respective categories as described below: • LIFEPAK 15 (monitor/defibrillators in pre-hospital): 55% • LIFEPAK CR2, HeartSine (AEDs in pre-hospital and public access): 30% • Transport equipment (cots, fasteners, chairs in prehospital): 94% • LUCAS 3 (mechanical chest compression systems in pre-hospital): 80%	*
14	What is your Canadian market share for the solutions that you are proposing?	This submittal reflects U.S. proposal and applies to US participating entities only. Products, services and T&Cs outside the U.S. may vary by country. Please refer to Proposal submitted by Stryker Canada team for information.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Stryker has never petitioned for bankruptcy protection. Instead, the whole Stryker corperation has persevered, delivered outstanding sales growth and made progress on our strategy for many years, making the Stryker brand stronger than ever.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Stryker is the manufacturer and service provider of equipment as proposed in this RFP. All technical support, trainings and education, ProCare services will be conducted by Stryker employees. No third party like distributor/dealer/reseller will be involved.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Emergency Care products. All parts are either manufactured by Stryker or outside suppliers and are new, tested and approved for use on Stryker's products. Our field service team uses OEM parts for repairs and has exclusive use of certain proprietary tools for diagnostics and repairs. Please refers to Section 6 of the pdf. proposal for relevant sole source certificatations.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No suspension or Debarment applies to Stryker.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	At Stryker, we owe our achievements to our dedicated employees. Below are some recent honors we've received for our business results, workplace culture and philanthropic activities: • 2022 Best Workplaces for Millennials: : Great Places to Work • 2022 Best Workplaces in Manufacturing and Production: : Great Places to Work • 2022 100 Best Companies to Work For: : Great Places to Work • 2022 Best Workplaces Canada: Great Places to Work • 2022 World's Best Workplaces: Great Places to Work • 2022 Don Clifton Strengths-Based Culture Award • 2022 Best Places to Work for LGBTQ+ Equality: 100% Corporate Equality Index • 2021 Military Friendly Employer: Silver • 2021 Reader's Choice A Top 50 Employer: Woman Engineer Magazine • 2021 Reader's Choice A Top 50 Employer: Minority Engineer Magazine • 2022 Companies that Care: People Magazine • 2021 Change the Future: Fortune Please see a full list of company awards at this link: www.stryker.com/us/en/about/awards/awards.html	*
20	What percentage of your sales are to the governmental sector in the past three years	75-80%	*
21	What percentage of your sales are to the education sector in the past three years	2-3%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NASPO (No Transport on Contract) 2020:$15.3M, 2021: $15.4M, 2022: $15.9M Savvik(Treatment and Transport) 2020: $5.3M 2021: $14.2M 2022: $16.5M	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract: Federal Supply Schedule (FSS) 2020: $61.6M 2021: $66.8M 2022: $51M SOSA Contract: none	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Mount Vernon Fire Dept.	Deborah Norman	(914)490-0131 Email: dnorman@cmvny.com	*
Sable Altura Fire Dept.	Chief Rich Solomon	(303)364-7187 Email: Solomon.Rich@sablealturafire.org	*
Akron Fire and EMS	Chief Chris Karakis	(330)903-1101 (mobile)	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
NEW YORK CITY FIRE DEPT AND MED EQUIP	Government	New York - NY	FDNY replaced their Philips defibrillators with LIFEPAK 15s and LIFEPAK CR2s, and replaced Ferno cots with Stryker power stretchers and loading systems.	$35,697	$39,767,262	*
NEW YORK CITY OFFICE OF EMER AND MGMT	Government	New York - NY	Purchased LIFEPAK 15 defibrillator/monitors to combat the pandemic.	$4,707,735	$23,538,676	*
MIAMI DADE FIRE RESCUE	Government	Florida - FL	Miami Dade replaced 99 LIFEPAK 15 defibrillators in 2021, and replaced 72 power cots in 2022. They purchased 125 LIFEPAK CR2 AEDs in 2022 and added 20 Lucas 3 chest compression devices to their fleet. Miami Dade airport purchased 40 CR2 AEDs, and Miami Dade Fleet Management purchased 50 CR2 AEDs.	$4,365	$7,468,898	*
ESCAMBIA COUNTY EMS	Government	Florida - FL	Escambia County purchased 50+ LIFEPAK 15 defibrillator/monitors, 37 Power Pro XT cots, 140 CR2 AEDs, 50 Lucas chest compression devices, and ProCare service plans for all of the above.	$51,124	$7,464,160	*
SOUTH DAKOTA DEPT OF HEALTH	Government	South Dakota - SD	SD Statewide LIFEPAK standardization project	$182,532	$7,118,773	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Stryker Emergency Care is committed to providing unmatched professional support through our Sales and Field Service Representatives who are strategically located throughout the U.S. to make us a customer centered organization. Our pre-hospital account manager team is the largest in comparison to our competitors with 291 Emergency Care account managers supporting customer needs. While everyone will be responsive and timely during the purchase process, Stryker has built a model that allows us to truly serve and partner with customers before, during, and after the sales.	*
27	Dealer network or other distribution methods.	Stryker is the manufacturer and service provider of equipment as proposed in this RFP. No dealer or distributor will be involved.	*
28	Service force.	Stryker has made in our Field Service team that provides on-site product maintenance and repair. This team consists of 310 ProCare technicians nationwide and allows us to take the approach of conducting necessary equipment repairs at your location versus requiring you to ship devices in and wait for replacement units. Repairs by the numbers Enhance equipment life: Of those surveyed, 85 percent of EMS customers reported the life of their equipment has been extended because of ProCare Services. Equipment experts: ProCare technicians receive over 200 hours of equipment training, and have an average tenure of 12 years with Stryker. Proactive approach:In 2019, ProCare Services did preventive maintenance inspections on over 83,450 pieces of EMS equipment. Increased efficiency: 86 percent of EMS customers surveyed reported they are able to operate more efficiently because of ProCare Services. The Quality Management System of Stryker's Medical division is ISO 13485:2016 certified.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	If ordering Capital Goods 1. Customer calls(phone at 800 327 0770 option 1) or emails our Customer Service Team to get the contact information of the account manager for their region. 2. Customer reaches out to Account Manager letting them know what is needed. 3. Account Manager creates quote for items. 4. Customer creates PO meeting all requirements based on the quote. 5. PO is submitted back to the Account Manager 6. Account Manager submits order and confirms with customer. If ordering parts, accessories or disposables: 1. Customer can call or email our Customer Service Team for a price quote. 2. PO meeting all requirements is created by customer based on pricing quote. 3. PO emailed in to medicalcustomerservice@stryker.com 4. Customer Service Team would process and send confirmation. If ordering services: Stryker won't be using any distributors / subcontracts for ProCare Contract execution. All work will be done locally or in our factory depot by Stryker employees. Stryker provides copies of work orders describing all work performed, parts used and labor time involved with the repair. Customers can also access on our online ProCare portal should they choose to do so.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Stryker ProCare is the largest on-site OEM team in the pre-hospital space for maintaining, repairing, and serving customers equipment needs in North America. Our competitive difference is that we provide people who handle all device needs at your facilities versus being required to organize, track, box, and ship devices back to corporate headquarters for maintenance and repair.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Stryker is able to provide products and accessories to entities where 3rd party carrier can reach in US.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Not applicable	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	This submittal reflects U.S. proposal and applies to US participating entities only. Products, services and T&Cs outside the U.S. may vary by country. Please refer to Proposal submitted by Stryker Canada team for information.	*

34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Stryker is able to serve through the proposed contract throughout the whole US.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There's no additional requirements or restrictions to entities in Hawaii and Alaska. As there is no local Hawaii stock available for these Stryker items and these items will be shipped from our mainland warehouses. We are not able to provide timeliness of deliveries at this time based on specific product availability and carrier processes, but products will be shipped as soon as possible in the order it was placed.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Co-op contracts are vital components of Stryker Emergency Care's marketing and sales strategy. The Sourcewell contract will be promoted internally with flyers, a road map, links to our internal marketing database, and education calls with our outside sales team of over 200 representative. For external marketing efforts, we keep a large library of product resources online for customers to easily access: www.stryker.com/us/en/emergency-care/product-resources.html Additionally, we share a library of videos featuring product in-service instructions, best practice tips, survivor stores, and more all available online: www.stryker.com/us/en/emergency-care/news and www.youtube.com/@StrykerEMS1 Please download this file to see a sample of our marketing collateral: https://we.tl/t-4vJsEZkENy	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Stryker uses a host of digital marketing efforts to promote our mission of Together, we save lives. We are active on Facebook, LinkedIn and Twitter and use these platforms to connect with our customers and share valuable information regarding our product and educational offerings. We actively optimize our web properties through SEO monitoring and metadata/alt tag updates to provide the most up-to-date information as well as increase our visibility in online searches on both Google and Bing. We also work on improving our website CX to bring the best web experience possible to our customers and prospects. Our digital advertising focuses on connecting our prospective customers with sales reps in an efficient manner that drives quick and meaningful connections to build long lasting relationships built on trust and performance.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Stryker will expect Sourcewell to promote the value and benefits of co-op contracting and what differentiates Sourcewell from other contracting entities in the EMS market. More specifically, we would like for Sourcewell to make members aware of the new contract, what products/services are available, and provide the information about the awardees. Stryker will leverage the contract actively with the appropriate market segment customers through our dedicated team of field represantives that solely serve the EMS, Fire, Ambulance and Education markets. We will also promote the contract internally with active efforts from the Stryker marketing team. We are always open do joint promotions and other marketing efforts.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	1. Purchasing agents – Must be approved & registered as user. 2. Documentation – Order confirmation and order status change confirmation 3. History – Order details, purchasing details, shipping status. 4. Pricing – customer contract pricing loaded for all eligible items, list price vs contract pricing views. 5. Payment options – Purchase orders, credit cards (Visa, MC, Amex). 6. Subscription re-ordering 7. Favorites list. 9. Returns – Form to initiate returns. 10. Support – Telephone & email available. 11. Notifications – Email notifications when out of stock items are back in stock. 12. Security – Meets PCI Data security standards. Please visit our store at https://stryker-corporation-emergency-care.mybigcommerce.com/. Preview code: f6lxvznnsf is needed to access the website. Government customers often use these web sources to purchase products: GSA eBuy and ECAT (Electronic Catalog).	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	As one of the world's leading medical technology companies, we are driven to make healthcare better by creating innovative products and services that improve patient outcomes. To deliver the full potential of these innovations, customers must be trained on their safe and effective use. We support care team member learning in many parts of the world through a full range of virtual trainings on our MedEd portal, including trainings delivered in virtual reality. Please visit https://www.stryker.com/us/en/training-and-education/medical-and-surgical-equipment--/emergency-care/emergency-care.html#upcoming-events for a comprehensive selections of webinars, online courses and others resources. In addition, training is included with equipment purchase. With over 291 Emergency Care account managers, 310 field service representatives, 15 field clinical specialists, we ensure every customer has access to personalized, hands-on training across the communities we serve.	*
41	Describe any technological advances that your proposed products or services offer.	Stryker Emergency Care pioneered external defibrillation over 68 years ago and today continues to be the world market leader. LIFEPAK 15, the only monitor on market with ability to deliver over 200J Energyseries, offers 360J Biphasic Energy (Stryker Exclusive)	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We are committed to reducing our environmental impact on the world through responsible, sustainable operations. In 2022, we reduced carbon emissions by 20 percent for all Stryker facilities compared to a 2019 baseline. We have made a commitment to becoming carbon neutral for all Stryker facilities by 2030 and powering 100 percent renewable electricity by 2027. The local Stryker Environmental Alliance chapters identify environmental opportunities at each site. Stryker is also proactively working to reduce both what we use and what we leave behind. We're tracking our progress and installing global reporting systems, setting goals for manufacturing and looking at our use of resources across the business. We're also partnering with our customers to reduce what is left behind in landfill waste and grow resources that will help the planet, like national forests. Stryker has also made a committment to be Carbon neutral for all facilities by 2030 - https://www.stryker.com/content/m/c/2020-comprehensive-annual-report/performance-and-governance/corporate-responsibility-strategy.html	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Stryker is committed to achieving excellence as an environmental steward by conserving natural resources, promoting energy efficiency and eliminating waste. Our goal is to divert the highest possible amount of materials from the landfill through recycling. We strive to meet or exceed all relevant laws, regulations and other environmental legislation which are applicable to our business like e-waste and universal waste. Physio-Control strives to address chemicals of concern, and is RoHS, WEEE and battery directive compliant and conducts bio-compatibility testing on targeted materials. For additional information, please refer to: Corporate Responsibility: https://www.stryker.com/us/en/about/corporate-responsibility.html Stryker Recycling: https://www.strykeremergencycare.com/recycling/	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Stryker Corporation does not hold any of the referenced certifications but we are committed to partnering with and providing opportunities for suppliers that do (http://www.stryker.com/en-us/corporate/AboutUs/SupplierDiversity/index.htm). Stryker is increasing the representation of disability-, LGBTQ-, minority-, veteran and women-owned businesses and small businesses in our supply chain and we engage suppliers that reflect the diversity of our customers and their patients, our employees and our communities. We are continually working to promote and facilitate diverse supplier engagement as a component of our overall corporate responsibility efforts. In 2022, Stryker's North American spend was over $300M with diverse-owned businesses and over $890M with small businesses. Examples include: Disability Owned Business Enterprise (DOBE), Lesbian, Gay, Bisexual, Transgender Owned Business Enterprise (LGBTBE), Minority Owned Business Enterprise (MBE), Veteran Owned Business Enterprise (VBE), Woman Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Historically Underutilized Business (HUBZone), Service-disabled Veteran Owned Small Business (SDVOSB), Small Disadvantaged Business (SDB), Veteran Owned Small Business (VOSB), and Woman Owned Small Business (WOSB). Stryker Supplier Diversity We are also committed to serving our communities and creating a healthy, diverse, equitable and inclusive workplace where employees thrive. Stryker has several employee resource groups (ERG) that promote a culture of inclusion and belonging by amplifying our diversity, equity, and inclusion initiatives – with a focus on supporting and enhancing career development and providing education in the work environment. Examples include: • Stryker Women's Network (SWN): fostering an open and inclusive culture with a focus on attracting, developing, and retaining talented women • Women in Science and Engineering (WISE): accelerating growth of women in Stryker with technical expertise • Stryker's Allies for Equality (SAFE): championing LGBTA authenticity at work • Stryker's African Ancestry Network (SAAN): making Stryker a career destination for Black employees • Stryker's Emerging Professionals (SEP): engaging and inspiring the next generation • SOMOS Hispanic/Latinx network: celebrating diversity while advocating for the Hispanic/Latinx community • Stryker's Veterans Association (SVA): supporting, recruiting, developing, and retaining veteran employees while giving back to our military communities • Allies for All Abilities (3A): positively changing the lives of employees, families, and communities with visible and invisible disabilities • Asian Community Empowerment (ACE): promoting Asian cultural diversity and professional development Stryker Employee Resource Groups	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	What can you expect from a partnership with Stryker: • Harness the power of a systems-based approach: One integrated system of equipment, devices and data empowers your teams to improve clinical care and enhances operational performance. • Depend on Stryker's technology: Drive better care with resuscitation technology like the LIFEPAK 15 monitor/defibrillator and the LUCAS 3 chest compression system integrated with Stryker's data solutions. With easy access to support and continuing education, rely on us as the innovative partner you trust most. • Overcome the challenges you face every day: From event scenes and long-distance patient transport to tight budgets and complex documentation, rely on a trusted system from Stryker to stay ready, respond effectively and review quickly for ongoing performance improvement. • Readiness: Handle your team's demands with insight into performance, readiness, systems and equipment, turning data into measurable improvement. • Response: Enable more effective care with an integrated system of equipment, CPR devices, monitor/defibrillators and data solutions that help improve your ability to handle time-dependent emergencies like cardiac arrest, STEMI, stroke or sepsis and other emergent care needs. • Review: Automatically access or share data, review performance, and identify improvements so your team can work more efficiently, stretch budgets and streamline billing. What you can expect from our products: • Power-PRO Ambulance Cot and Power-LOAD Fastener System: Stryker collaborates closely with customers to design and develop transport equipment to help reduce caregiver injury and increase patient care. Powered transport equipment can help with some of the common challenges facing EMS today including obesity, medic shortage and medic retention. Stryker offers a program that financially guarantees at least a 50% reduction in cot-related injuries pertaining to raishing, lowering, loading and unloading cots and 100% reduction in missed safety hooks while unloading cots with Stryker’s powered cot and Power-LOAD powered cot fastener in full power operation. If not, Stryker will refund the price paid for the powered cots and Power-LOAD cot fastening systems. • LIFEPAK 15 Monitor/Defibrillator, LIFEPAK CR2, and LIFEPAK 1000 Defibrillator: Depend on durable, reliable, and easy-to-use LIFEPAK monitor/defibrillators. Provide high energy quickly (only monitor to deliver energy up to 360j to help difficult to defibrilate patients), monitor patient information such as EtC02, Sp02, SpMet and send data ahead to the receiving caregiving team to save time, ease handoffs and help drive improved patient outcomes. • LUCAS 3 Chest Compression System: Contribute to improved cardiac arrest outcomes with the LUCAS 3, v3.1 chest compression system. CPR quality, consistency and continuity matter. Provide Guidelines-compliant compressions — in most working conditions — while freeing responders to safely focus on assessment, care and transport. • McGRATH MAC Video Laryngoscope: Improve the view and gain better guidance for placement to reduce intubation difficulty. Enhance airway management with one durable, easy-to-use and cost-effective device. Maximize visualization of the airway with the McGRATH MAC video laryngoscope. • LIFENET System: Drive better care with the LIFENET System. Alert the receiving providers, share patient data and capture information to enhance team efficiency. • CODE-STAT Data Review Software and Service: Drive improved performance with data review software and services. Enhance quality and efficiency when you can easily access, share, analyze and review data from any LIFEPAK device. Customize documentation and gain advanced reporting for the insights you need to improve care, team performance and operational efficiency. • ProCare Services: When lives are at stake, you need someone who takes a proactive approach to keeping your equipment up and running. With ProCare, you can count on trusted field-based experts dedicated to caring for your equipment, so you can focus on what truly matters – saving lives. We're your ideal service partner and will provide you with OEM expertise as well as propriety diagnostics tools that help us fix equipment efficiently and effectively.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Please refer to Stryker Limited Warranty for details.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, if the product is modified or used in a way that is not part of the instructions for use, it may affect warranty coverage. Reference the Operations and Maintenance manuals for proper usage. Please visit this link to see a detailed warranty description of Stryker's Emergency Care products: https://techweb.stryker.com/Terms_Conditions/Warranty/Warranty_and_Compliance_Statement_Emergency_Care_2022.pdf	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No for US. This submittal reflects U.S. proposal and applies to US participating entities only. Products, services and T&Cs outside the U.S. may vary by country. Please refer to Proposal submitted by Stryker Canada team for information.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Stryker is the original equipment manufacturer and will be the only factory authorized service provider with access to proprietary software necessary to perform proper maintenance and repairs. No items made by other manufacturers will be offered in this proposal.	*
51	What are your proposed exchange and return programs and policies?	If Customer desires to return a purchased product, Customer must call its local Stryker representative or the Stryker regional sales office for information on credit or replacement of any purchased and non-expired product. A Returned Material Authorization (RMA) number will be provided and must be clearly identified on the carton of any returned product. Customer must return the product to Stryker in its original packaging, unopened, and undamaged, except for product that was received in a damaged condition or as otherwise authorized by Stryker, which product may be returned in its existing condition. Stryker will not accept the return of a non-defective and conforming product if Customer breaks the security seal on the product. Stryker will provide an RMA and accept the return of any product under any of the following circumstances: a) Stryker shipped the product in error; b) Customer received the product after the product's expiration date; c) Customer received the product in a damaged condition; d) The product is recalled and must be removed from the market; or e) Stryker specifically authorizes the return of the product (a 15% restocking fee may apply). Product must be returned within 30 working days from the date the Customer receives the product or within 30 working days from the date the Customer receives notice of recall, if applicable. Upon receipt of a properly returned product, Stryker will apply a full credit to Customer's account or provide replacement. Customer is advised that product returned without an RMA number, or not otherwise authorized, will not be accepted and will be returned to Customer at Customer's expense.	*
52	Describe any service contract options for the items included in your proposal.	Service contracts will be available for all equipment included with this bid. Service contracts include: 2-hour call back time, 24-72 hour repair turnaround, a Stryker-trained service specialist, Service parts, labor, and travel, Preventive maintenance, Proper PM documentation for Joint Commission, DNV, CMS, Dedicated service representative. (Service flyer included with bid proposal)	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Through Stryker's Flex Financial business, we provide a range of smart alternatives designed to fit your organization's needs. We offer flexibility beyond a cash purchase - enabling you to acquire our full portfolio of products. Ask your Sales Representatives for assistance in finding the financial solution that best fits your needs.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Samples of Work orders have been uploaded to the required section.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	ACH is our preferred payment method.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	List price is established by three primary inputs: - Cost of goods/manufacture - Customer's willingness to pay - Competitive/market pressure Standard/list pricing and the Sourcewell discounted price are included in the pdf proposal and uploaded as a separate attachment in the pricing Section as required.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing is based on the category of the products, ranging from 10% to 40% discount. Please refer to the pdf proposal or separate pricelist for details.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	No special discounts or rebate programs will be offered. Products or services will be sold at the discount level as advised in the pdf price list.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	All products or services are quoted in the pdf price list. If the required item is not available in the pricelist, the participating entity can contact local Sales Account Manager through https://www.stryker.com/us/en/emergency-care/contact.html for advice.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight will be prepaid and added to the invoice. Sales tax applies if applicable. No additional charges for pre-delivery inspection, installation, set up, mandatory training, or initial inspection.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping charges depend on the method of shipping customer chooses and the total dollar amount of the order. Freight value will be advised at check out, prepaid and added to the invoice.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As there is no local Hawaii or Alaska stock available for these Stryker items, these items will be shipped from our mainland warehouses. We are not able to provide timeliness of deliveries at this time based on specific product availability and carrier processes, but products will be shipped as soon as possible in the order it was placed. This submittal reflects U.S. proposal and applies to US participating entities only. Products, services and T&Cs outside the U.S. may vary by country. Please refer to Proposal submitted by Stryker Canada team for freight, shipping and delivery terms	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All equipment and accessories will be sold directly through Stryker and shipped through 3rd party carriers. No special distribution channel will be used.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Stryker is aware that the pricing proposed here may vary from other publicly available pricing. We hope there is understanding in the marketplace that with the current and unprecedented economic environment, Stryker has had to make pricing adjustments. The pricing posed here is not a growing profit center for Stryker but is based on global economic changes, inflation, and dramatic increases in transportation, materials, and labor costs. Pricelists publicly available are likely under review and negotiated under different circumstances.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Stryker employs a contract coordinator position tasked with post-award management of contract requirements, including sales reporting and sales administration fees.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Stryker will utilize annual revenue generated by this contract and view success as consistent year over year growth.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1%	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Please refer to the proposal that is uploaded to the portal.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All prducts and services is included in the proposal.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional

comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Cardiac monitors, defibrillators	(•) Yes ( ) No	LIFEPAK 15	*
72	Automated External Defibrillator (AED) used by emergency responders	(•) Yes ( ) No	LIFEPAK CR2, LIFEPAK 1000 HearSine	*
73	CPR Assist Devices	(•) Yes ( ) No	LUCAS 3	*
74	Patient movement devices and systems	(•) Yes ( ) No	Stryker transport products	
75	Critical Care assist equipment such as IV pumps, ventilation equipment	( ) Yes (•) No		
76	Portable equipment including suction units, vital monitoring equipment including but not limited to pulse oximetry, pulse, blood pressure and carbon monoxide levels	( ) Yes (•) No		
77	Bags and other transportation devices to carry equipment and supplies for patient and provider care and protection	( ) Yes (•) No		
78	Immobilization equipment such as backboard, KED boards, spider straps, head and neck immobilization	( ) Yes (•) No		
79	Emergency medical supplies as they are related to Critical Care and EMS Equipment	(•) Yes ( ) No	Yes	*

80	Services and accessories complementary to the above offerings 71 - 79 including training, installation, testing, maintenance, and warranty programs	(•) Yes ( ) No	Stryker offers an e-procurement website where customers may directly purchase accessories and disposables. To order 24/7 at our store at https://shop.stryker.com/. All training is included for all purchased equipment. We recommend that all personnel attend training on the equipment to understand the full benefits and features of the equipment. Please visit https://www.stryker.com/us/en/training-and-education/medical-and-surgical-equipment--/emergency-care/emergency-care.html#upcoming-events for a comprehensive selections of webinars, online courses and others resources, or contact your Account Manager for specific needs. Each sold equipment includes installation guide. Call Stryker service at 1-800-327-0770 if you need help after installation. Stryker offers Limited Warranty at no charge as stated in Section 4 of the pdf. proposal. Additional year of coverage provided via ProCare Service is optional and the cost is included in this quote. Packages are available for all emergency equipment including cots, chairs, fasteners, chest compression systems, defibrillators and monitors. Contact your account manager or visit stryker.com/procare to learn more about our comprehensive service plans.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Stryker Sourcewell Price File FINAL.pdf - Friday April 14, 2023 13:37:10
- Financial Strength and Stability - 2023. 02 Stryker SEC Report.pdf - Wednesday April 05, 2023 00:06:58
- Marketing Plan/Samples - Samples of Marketing Materials (1).zip - Wednesday April 05, 2023 00:23:25
- WMBE/MBE/SBE or Related Certificates - stryker-2022-comprehensive-report.pdf - Tuesday April 11, 2023 20:00:40
- Warranty Information - 2023.02 Stryker Emergency Care Warranty.pdf - Tuesday March 21, 2023 16:02:35
- Standard Transaction Document Samples - Stryker Sample--Work Order Service Report_Redacted.pdf - Tuesday April 11, 2023 20:09:02
- Upload Additional Document - 2023. 04 Sourcewell EMS Equipment RFP Proposal _Stryker.pdf - Friday April 14, 2023 13:41:28

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Maggie Wang, Associate Manager, Bids & Proposals, Stryker Sales, LLC, through its Medical Division

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_9_RFP_041823_Critical_Care_EMS Tue April 11 2023 09:23 AM	☑	1
Addendum_8_RFP_041823_Critical_Care_EMS Wed April 5 2023 04:50 PM	☑	1
Addendum_7_RFP_041823_Critical_Care_EMS Tue April 4 2023 08:26 AM	☑	2
Addendum_6_RFP_041823_Critical_Care_EMS Wed March 29 2023 04:03 PM	☑	1
Addendum_5_RFP_041823_Critical_Care_EMS Thu March 23 2023 03:39 PM	☑	1
Addendum_4_RFP_041823_Critical_Care_EMS Wed March 22 2023 06:32 PM	☑	1
Addendum_3_RFP_041823_Critical_Care_EMS Thu March 9 2023 03:32 PM	☑	2
Addendum_2_RFP_041823_Critical_Care_EMS Tue March 7 2023 07:36 PM	☑	1
Addendum_1_RFP_041823_Critical_Care_EMS Fri March 3 2023 02:40 PM	☑	1

DocuSign Envelope ID: D4CA2ED8-19DE-4250-833C-377947083632

AMENDMENT #1
TO
CONTRACT # 041823-STY

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Stryker Sales, LLC** (Supplier).

Sourcewell awarded a contract to Supplier to provide Critical Care and EMS Equipment to Sourcewell and its Participating Entities, effective September 15, 2023, through June 30, 2027 (Contract).

Supplier wishes to amend its response to Question 27 of the Proposal, now reserving the right to periodically approve certain Distributors (as described in Article 2.C.) on a case-by-case basis as needed from time to time.

Except as amended above, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO

Date: 12/23/2023 | 1:07 PM CST

Approved:

DocuSigned by:
By: Chad Coauette
48BAF71B0894454...
Chad Coauette, Executive Director/CEO

Date: 12/23/2023 | 8:38 PM CST

Stryker Sales, LLC

DocuSigned by:
By: Jennifer Collins
582450E9392F40D...
Jennifer Collins

Title: Manager, Strategic Pricing & Contracts

Date: 12/22/2023 | 2:19 PM CST

Docusign Envelope ID: A6AEE6DC-0F4A-438D-A9B7-45A598611E28

AMENDMENT #2
TO
CONTRACT # 041823-STY

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Stryker Sales, LLC** (Supplier).

Sourcewell awarded a contract to Supplier to provide Critical Care and EMS Equipment to Sourcewell and its Participating Entities, effective September 15, 2023, through June 30, 2027 (Contract).

Supplier wishes to amend the Contract's Proposal to modify its discount structure.

NOW, THEREFORE, the parties amend the Contract as follows:

> Line item 58 in "Table 11: Pricing and Delivery" of the Proposal is deleted in its entirety and replaced with the following:
>
> "Pricing is based on the category of products, ranging from 8% to 40% discount. See the price list for details."

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 10/14/2024 | 2:16 PM CDT

Stryker Sales, LLC

DocuSigned by:
By: Anne Mullally
6CE0778B706449D...
Anne Mullally, VP and General Manager

Date: 10/14/2024 | 11:10 AM PDT

Stryker #041823-STY

Pricing for contract #041823-STY offers Sourcewell participating agencies the following discounts:

Sourcewell	
Category	**Discount**
Transport (All)	**13%**
Treatment	
LIFEPAK 35	8%
LIFEPAK 15	15%
LUCAS	14%
LIFEPAK CR2	27%
LIFEPAK 1000	28%
Heartsine	40%
Accessories	15%-20%
Disposables	15%-30%
Video Laryngoscope	17%
Modem / Modem Data plan	10%
Data	
Lifenet	10%
CODE STAT	10%
Lifelink Central	10%
ProCare (All)	**15%**

Checklist for Cooperative Purchase - Purchasing Director Approval (non-software)

Contract or Project Name: EMS equipment

Name of Cooperative: Sourcewell

Vendor Under Cooperative Contract: Styrker Sales, LLC

Cooperative Contract Number: #041823-STY

The Buyer/Purchasing Agent is responsible for confirming the details below for contract approval:

1. Is the contract through a cooperative of which the County is a participating member?
YES ☑ NO ☐

2. Does the contract include the goods that the County seeks to obtain?
YES ☑ NO ☐

3. Is the term of the contract current and effective? Term: 9/15/2023 - 6/30/2027
YES ☑ NO ☐

4. Will Federal and/or State funds and/or County Funds be used to purchase the goods or services?
Federal ☐ State ☐ County ☑

Vendor Quote Requirements (must be verified by Purchasing prior to submittal for approval)

- The vendor quote must include the cooperative purchase contract number
- The vendor quote must be current; Check the expiration date.
- The price quoted to Pasco must be consistent with the cooperative purchase contract price.
- Verify if vendor terms and conditions are included on the quote.
    - The vendor must either agree to Pasco's terms and remove theirs or, if they disagree, include their response and submit for RLS.

5. List any additional information needed to review and approve the use of this contract:
This contract allows for Three additional one-year extensions through 6/30/2030

Approval

Carrie C. Roberts Digitally signed by Carrie C. Roberts Date: 2025.12.05 10:22:57 -05'00'

Purchasing Director Signature

Rev. 11/2025



Detail by Entity Name

Foreign Limited Liability Company
STRYKER SALES, LLC

Filing Information

Document Number	M21000003471
FEI/EIN Number	22-2183590
Date Filed	03/25/2021
State	MI
Status	ACTIVE

Principal Address

1941 Stryker Way
Portage, MI 49002

Changed: 03/06/2025

Mailing Address

1941 Stryker Way
Portage, MI 49002

Changed: 03/06/2025

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title Manager

Berry, William E., Jr.
1941 Stryker Way
Portage, MI 49002

Title Manager

Stiles, Spencer S.
1941 Stryker Way
Portage, MI 49002

Title Manager

Pierce, J. Andrew
1941 Stryker Way
Portage, MI 49002

Annual Reports

Report Year	Filed Date
2023	03/31/2023
2024	03/20/2024
2025	03/06/2025

Document Images

03/06/2025 -- ANNUAL REPORT	View image in PDF format
03/20/2024 -- ANNUAL REPORT	View image in PDF format
03/31/2023 -- ANNUAL REPORT	View image in PDF format
03/28/2022 -- ANNUAL REPORT	View image in PDF format
03/25/2021 -- Foreign Limited	View image in PDF format

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** FR26-1264 **DATE:** 1/20/2026

SUBJECT: Correction to Budget Amendment, Journal No #2026 01 1870 - Acceptance of Agreement for the Fiscal Year 2025-2026 Drone Replacement Program Financial Assistance Award Between Florida Department of Law Enforcement and Pasco County Board of County Commissioners — $125,000.00

REFERENCES: FR26-1005

AGENDA SECTION: Consent Agenda

THRU: Joanna Cheshire, Interim Assistant County Administrator (Public Safety)

FROM: Ryan Guynn, Fire Chief

RECOMMENDED BOARD ACTION:

Approve Budget Amendment, Journal No. 2026 01 4700, amending the budget amendment for FR26-1005; and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On December 9, 2025, the Board of County Commissioners approved the funding for the Drone Replacement Program Financial Assistance Award between the Florida Department of Law Enforcement and Pasco County Board of County Commissioner's with Reference Agenda Memorandum No. FR26-1005. Upon approval of Budget Amendment, Journal No. 2026 01 1970, and the corresponding Budget Resolution, it was recognized that the journal number had a scrivener's error. The correct Journal No. 2026 01 4700 is now being provided to correct the error.

This memorandum serves to correct this error on the Agenda Memo to reflect the correct journal number.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Upon approval of Budget Amendment, Journal No. 2026 01 4700, funding in the amount of $125,000.00 will be budgeted and available in the Grant Fund, Rescue and Fire Suppression Divisions.

DISTRIBUTION:

Board Records to distribute as set forth below:
1. Retain One Original

ATTACHMENT(S):

1. FR26-1264 Drone Replacement Program Financial Assistance Agreement
2. FR26-1264 Drone Replacement Grant Award Resolution
3. FR26-1264 Budget Amendment, Journal No. 2026 01 4700
4. FR26-1264 Approved Budget Amendment, Journal No. 2026 01 1870

Drone Replacement Program Financial Assistance Agreement between Florida Department of Law Enforcement and Pasco County Board of County Commissioners

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 123 provides approximately $25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, The General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, The General Appropriations Act, 2025 Legislature, Section 132, reverted and appropriated the unexpended balance of funds for use in the 2025-2026 fiscal year, and

WHEREAS, Chapter No. 2025-199, Section 55, amended Drone Replacement Program requirements, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities; and

WHEREAS, the Recipient seeks to receive funding to purchase a drone that meets required minimum security standards.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix B**.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances

contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2025-26 Drone Replacement Program

Project Start Date: 07/01/2025 **Project End Date:** 06/30/2026

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to purchase drones that meet the compliance requirements outlined in Rule 60GG-2.0075, Florida Administrative Code.

The Recipient must prepare a Drone Funding Request Form (**Appendix A**) to receive funding under the revised program guidelines in Chapter 2025-199, Section 55, Laws of Florida. This form includes information about the recipient agency and how many drones they anticipate purchasing. The Department will review the request and allocate funding based on the information provided. The Recipient will be awarded funds, not to exceed $25,000 per compliant drone, approved by the Department on the Drone Funding Request Form (**Appendix A**).

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient shall purchase new drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement with the ability to request a cash advance. The Recipient will be awarded funds, not to exceed $25,000 for each compliant drone approved to purchase under this award.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of drone purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- Executed agreement is signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- The Drone Funding Request Form (Appendix A) is prepared and signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us; and
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance):

  Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.).

  Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must

provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager
Name: Patricia Stark
Title: Government Analyst II
Phone: 850-617-1252
Email: PatriciaStark@fdle.state.fl.us

FDLE Alternate Contact
Name: Tennille Robinette
Title: Research & Planning Administrator
Phone: 850-617-1268
Email: TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Bureau of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

RECIPIENT CONTACTS

For assistance with any contract or financial questions, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager:
(please print)
Name: Johanna A. Rodriguez, CPM.
Title: Program Manager
Phone: 813-929-2750 Ext. 2728
Email: jarodriguez@pascocountyfl.net

Chief Official
(please print)
Name: Ryan Guynn
Title: Fire Chief
Phone: 813-929-2750
Email: rguynn@pascocountyfl.net

Financial Contact:
(please print)
Name: Adylen Fernandez
Title: Accountant III
Phone: 727-516-1207
Email: adfernandez@pascocountyfl.net

Alternate Point-of- Contact
(please print)
Name: Shawn Whited
Title: Deputy Fire Chief
Phone: 813-929-2750
Email: swhited@pascocountyfl.net

Recipient's Vendor ID (FEID/EIN): 59-6000793

Please provide the Remittance/Payment Address where a check should be mailed if the Recipient is not set up for EFTs from the State of Florida:

Entity Name:
Address 1:
Address 2:
City, State, Zip:

SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

Signature: _____ Date: 9/29/25

Printed Name and Title: Cody Menacof, Bureau Chief

Recipient
Pasco County Board of County Commissioners

The award is not valid until signed and dated by all required parties including either the Chief Official *or Designee below. Any Designee signatures must be accompanied by documentation granting the* authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date:

Printed Name and Title: _____

***** If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee

Signature: _____ Date: 9/25/25

Printed Name and Title: Mike Carballa, P.E., County Administrator

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date:

Printed Name and Title: _____

Signature: _____ Date:

Printed Name and Title: _____

Award #: 3X232
CSFA: 71.092

Appendix A – Drone Funding Request Form

Recipient: Pasco County Board of County Commissioners **County:** Pasco

1. Recipient Type (select all that apply):

   ✔ New Recipient (no funds received under this program)
   Located in a fiscally constrained county
   None of the above

2. How many drone pilots do you currently have on staff? 10

3. How many additional pilots are you seeking to train/certify? 0

4. How many compliant drones do you currently have in your fleet? 4

5. How many additional drones are you seeking with these funds? 5

   Based on your request, you are seeking an award amount of $ 125,000.00
   (max reimbursement of $25,000 per drone)

   Provide any additional information we should consider when reviewing this request.
   Our current fleet of Parrot ANAFI USA drones are used extensively for fire scene mitigation and search and rescue emergencies. The drones in our fleet are aging out and have become extremely difficult to repair or maintain due to parts scarcity. The replacement of our drone fleet would provide a beneficial and functional layer to our scene response and outcome.

By signing below, I am submitting the request to receive funding in accordance with the revised Drone Replacement Program guidelines cited above.

Signature: William Little Digitally signed by William Little Date: 2025.09.19 09:53:50 -04'00' **Date:**

Name/Title: William Little, Fire/Paramedic Tech Officer III

****** FDLE BUREAU OF CRIMINAL JUSTICE GRANTS ONLY ******

The Recipient may purchase _____drones and receive reimbursement of up to $25,000 each, not to exceed the award amount of: _____

_____ _____
Authorized Official Date

Appendix B – FY2025-26 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding (Drone Program Only): Advance funding may be provided to a Recipient upon completion and submission of the following to the assigned FDLE Grant Manager: (1) a completed "Compliant Drone Cash Advance Request" form, (2) a valid, executed Purchase Order, and (3) vendor quote(s) for the compliant drone. The request form must be signed by the Chief Official. Advanced funds must be spent on drone purchase within 30 days of receipt. In order to reconcile the Cash Advance, the Recipient must provide the invoice and proof of payment for the compliant drone to the assigned FDLE Grant Manager within 45 days of the receipt of the advanced funding. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, or the provision of required documentation to reconcile the funds, a written request to retain the funds must be provided by the Recipient and approved by the Department. Failure to provide documentation will result in a refund of any advanced funding.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of $1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Bureau of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non- disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressively authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may

be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Bureau of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S.as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Bureau of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any

submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO.** 26-078

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, AMENDING THE FINAL BUDGET FOR FISCAL YEAR 2026; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 129.06(2), Florida Statutes provides legal authority and defines how a budget may be amended for that year, and may within the first 60 days of a fiscal year amend the budget for the prior fiscal year; and,

WHEREAS, pursuant to Section 129.06(2)(d), Florida Statutes, a receipt of a nature from a source not anticipated in the budget and received for a particular purpose, including but not limited to grants, donations, gifts, or reimbursement for damages, may, by resolution of the board spread on its minutes, be appropriated and expended for that purpose, in addition to the appropriations and expenditures provided for in the budget. Such receipts and appropriations must be added to the budget of the proper fund. The resolution may amend the budget to transfer revenue between funds to properly account for unanticipated revenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, that:

1. The Fiscal Year 2026 Final Budget be amended.
2. Revenues and expenses are increased in the amount of $125,000.00 within the Grant Fund for the Fiscal Year 2025-26 Drone Replacement Program Financial Assistance Award between the Florida Department of Law Enforcement and the Board of County Commissioners.
3. This resolution will take effect immediately upon its adoption.

DULY ADOPTED with a quorum present and voting this 9th day of December, 2025.

(SEAL)

ATTEST:

Dec 12-09-2025 FA26-1005

NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

~~KATHRYN STARKEY~~ Jack Mariano, CHAIRMAN

APPROVED
IN SESSION
DEC 09 2025
PASCO COUNTY
BCC

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT			LINE DESCRIPTION	EFF DATE				
1	21523410	334200	00000	Fire Suppression	State Grant - Public Safety	.00	-125,000.00	-125,000.00	
	2189-52015-334200-334200-00000-0000-G25027-000-0000				RECOGNIZE AWARD 3X232 10/01/2025				
2	21525230	564010	00000	Fire Suppression	Other Equipment	.00	81,250.00	81,250.00	
	2189-52015-522000-564010-00000-0000-G25027-000-0000				RECOGNIZE AWARD 3X232 10/01/2025				
3	21525260	564010	00000	Rescue	Other Equipment	.00	43,750.00	43,750.00	
	2189-52020-526000-564010-00000-0000-G25027-000-0000				RECOGNIZE AWARD 3X232 10/01/2025				
					** JOURNAL TOTAL		0.00		

YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND

2026 01 4700 10/01/2025 RG FR26-1005 BUA BCC FUTURE 1 2

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: adfernandez

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2026 1 4700					
BUC 2189-52015-334200-334200-00000-0000-G25027-000-0000 10/01/2025 BCC FUTURE RG FR26-1005	State Grant - Public Safety RECOGNIZE AWARD 3X232	5			125,000.00
BUC 2189-52015-522000-564010-00000-0000-G25027-000-0000 10/01/2025 BCC FUTURE RG FR26-1005	Other Equipment RECOGNIZE AWARD 3X232	5		81,250.00	
BUC 2189-52020-526000-564010-00000-0000-G25027-000-0000 10/01/2025 BCC FUTURE RG FR26-1005	Other Equipment RECOGNIZE AWARD 3X232	5		43,750.00	
				.00	.00
BUC 2189-00000-000000-2C2000-00000-0000-000000-000-0000 10/01/2025 BCC FUTURE RG FR26-1005	Appropriations				125,000.00
BUC 2189-00000-000000-2C1000-00000-0000-000000-000-0000 10/01/2025 BCC FUTURE RG FR26-1005	Estimated Revenues			125,000.00	
	SYSTEM GENERATED ENTRIES TOTAL			125,000.00	125,000.00
	JOURNAL 2026/01/4700 TOTAL			125,000.00	125,000.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
2189 Grant Fund	2026	1	4700	10/01/2025				
2189-00000-000000-2C1000-00000-0000-000000-000-0000					Estimated Revenues		125,000.00	
2189-00000-000000-2C2000-00000-0000-000000-000-0000					Appropriations			125,000.00
						FUND TOTAL	125,000.00	125,000.00

** END OF REPORT - Generated by Adylen Fernandez **

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / OBJECT / PROJ	ORG DESCRIPTION / ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT	LINE DESCRIPTION	EFF DATE			
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND
2026 01	1870	10/17/2025	GRANT	FR26-1005	BUA	BCC 120925	1	2
1	21523410 334200 00000	Fire Suppression	State Grant - Public Safety	.00	-125,000.00	-125,000.00		
	2189-52015-334200-334200-00000-0000-G25027-000-0000		RECOGNIZE AWARD 3X232	10/17/2025				
2	21525230 564010 00000	Fire Suppression	Other Equipment	.00	81,250.00	81,250.00		
	2189-52015-522000-564010-00000-0000-G25027-000-0000		RECOGNIZE AWARD 3X232	10/17/2025				
3	21525260 564010 00000	Rescue	Other Equipment	.00	43,750.00	43,750.00		
	2189-52020-526000-564010-00000-0000-G25027-000-0000		RECOGNIZE AWARD 3X232	10/17/2025				
		** JOURNAL TOTAL			0.00			

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: adfernandez

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3		ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2026 1 1870						
BUC 2189-52015-334200-334200-00000-0000-G25027-000-0000		State Grant - Public Safety	5			125,000.00
10/17/2025 BCC 120925 GRANT FR26-1005	A	RECOGNIZE AWARD 3X232				
BUC 2189-52015-522000-564010-00000-0000-G25027-000-0000		Other Equipment	5		81,250.00	
10/17/2025 BCC 120925 GRANT FR26-1005	A	RECOGNIZE AWARD 3X232				
BUC 2189-52020-526000-564010-00000-0000-G25027-000-0000		Other Equipment	5		43,750.00	
10/17/2025 BCC 120925 GRANT FR26-1005	A	RECOGNIZE AWARD 3X232				
					.00	.00
BUC 2189-00000-000000-2C2000-00000-0000-000000-000-0000		Appropriations				125,000.00
10/17/2025 BCC 120925 GRANT FR26-1005						
BUC 2189-00000-000000-2C1000-00000-0000-000000-000-0000		Estimated Revenues			125,000.00	
10/17/2025 BCC 120925 GRANT FR26-1005						
		SYSTEM GENERATED ENTRIES TOTAL			125,000.00	125,000.00
		JOURNAL 2026/01/1870 TOTAL			125,000.00	125,000.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
2189 Grant Fund	2026	1	1870	10/17/2025				
2189-00000-000000-2C1000-00000-0000-000000-000-0000					Estimated Revenues		125,000.00	
2189-00000-000000-2C2000-00000-0000-000000-000-0000					Appropriations			125,000.00
						FUND TOTAL	125,000.00	125,000.00

** END OF REPORT - Generated by Adylen Fernandez **

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** PRN26-0028 **DATE:** 1/20/2026

SUBJECT: Multiple Award of Solicitation No. IFB-SP-25-149 – Central Florida Transport, LLC, and J & M Materials of Riverview, Inc. – As-Needed Beach Sand Fill Material – $320,000.00

REFERENCES: Not Applicable

AGENDA SECTION: Consent Agenda

THRU: Catherine Pearson, Assistant County Administrator

FROM: Keith Wiley, Parks, Recreation & Natural Resources Director

RECOMMENDED BOARD ACTION:

Approve the award of Bid No. IFB-SP-25-149 to the following multiple responsive and responsible bidders: Central Florida Transport, LLC and J & M Materials of Riverview, Inc., for as-needed beach sand fill material to be used by the Parks, Recreation, and Natural Resources Department, in the Not to Exceed (NTE) amount of $200,000.00 for FY 2026, $60,000.00 for FY 2027, and $60,000.00 for FY 2028. This will result in the cumulative total NTE amount of $320,000.00 for the three (3)-year contract term beginning on the date of Pasco County Board of County Commissioners (BCC) approval and continuing through September 30, 2028. Delegate to the County Administrator the discretion to approve each of the two one-year renewal options on the same terms and conditions as the original agreement in the NTE amount of $60,000.00 for FY 2029 and $60,000.00 for FY 2030, pending budget approval, for a total NTE contract amount of up to $440,000.00.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On September 9, 2025, at the request of the Parks, Recreation, and Natural Resources Department, the Purchasing Department solicited an Invitation for Bid (IFB-SP-25-149) for as-needed beach sand fill material services. The specifications were prepared by the Parks, Recreation, and Natural Resources Department. All provisions of the Purchasing Ordinance have been met.

On October 14, 2025, all bids were publicly opened. The results are shown on the attached bid tabulation. Forty-nine (49) vendors received automatic email notices. Forty-three (43) vendors downloaded the solicitation. Three responses were received, none of which were from Pasco County. A summary of the document takers list for this solicitation is attached.

The Parks, Recreation, and Natural Resources Department, with concurrence from the Purchasing Department, requests award to Central Florida Transport, LLC, and J & M Materials of Riverview, Inc., for a cumulative NTE amount of $320,000.00 for the contract period beginning on the date of BCC approval, and continuing through September 30, 2028, with two optional one-year renewals, pending budget approval, for a total five-year contract amount of up to $440,000.00.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding in the amount of $200,000.00 will be budgeted and available for FY 2026 in the General Fund Parks, Recreation, and Natural Resources, Passive Parks, Operating Supplies Account; funding in the amount of $60,000.00 will be requested for each of FY 2027 and FY 2028, contingent upon BCC approval of these budgets. Funding in the amount of $60,000.00 will be requested for each of FY 2029 and FY 2030, contingent upon annual renewals and BCC approval of these budgets.

DISTRIBUTION:
Not applicable.

ATTACHMENT(S):
1. PRN26-0028 - IFB-SP-25-149 AS NEEDED BEACH SAND FILL MATERIAL FULL SOLICITATION
2. PRN26-0028 - Document Takers List
3. PRN26-0028 - Bid Tabulation- IFB-SP-25-149
4. PRN26-0028 - Bid Form - Central Florida Transport, LLC
5. PRN26-0028 - Sunbiz- Central Florida Transport, LLC
6. PRN26-0028 - Bid Form - J&M Materials of Riverview, Inc.
7. PRN26-0028 - Sunbiz- J&M Materials of Riverview, Inc
8. PRN26-0028 - Offeror Form - J&M Materials of Riverview, Inc.
9. PRN26-0028 - Offeror Form - Central Florida Transport, LLC

cc: Carrie C. Roberts, Purchasing Director

Purchasing and Central Mail Services
Internal Services Building
7536 State Street, Suite 221
New Port Richey, Florida 34654
Telephone: 727-847-8194

REQUEST FOR INVITATION TO BID

for

AS NEEDED BEACH SAND FILL MATERIAL

9/9/2025

Solicitation Number:	**IFB-SP-25-149**
Due Date:	**Tuesday, October 14, 2025**
Time Due:	**1:30 p.m., ET**

TENTATIVE TIMELINE

September 9, 2025	Release IFB to the marketplace
September 30, 2025	Deadline for written questions, **5:00 p.m**., ET
October 7, 2025	Response to questions to be posted to Bonfire
October 14, 2025	IFB due online Bonfire by 1:30 p.m., ET

ADVERTISEMENT FOR INVITATION FOR BID

The Pasco County Board of County Commissioners invites vendors to submit bids for **AS NEEDED BEACH SAND FILL MATERIAL**, as per the listed statement of work.

In using this method for solicitation, we are requesting your best effort in seeking the lowest cost for our requirements. To be entitled to consideration, online submission shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the selected offeror to meet all specifications and guidelines set forth herein. Each bid shall be opened and read publicly. The Pasco County Board of County Commissioners (hereinafter, "Pasco County" or "County"), at its discretion, determines the criteria and process whereby bids are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the County.

If you are unable to download these documents, experiencing any technical issues, or have questions about how to submit, please reach out to support@gobonfire.com.

All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: https://pascocountyfl.bonfirehub.com.

All addendums related to this solicitation will be posted on Bonfire website at https://pascocountyfl.bonfirehub.com. It is the bidder's responsibility to check the Bonfire website for any addendums, responses to bidder questions, or other communications related to this solicitation

Bids shall be submitted online at https://pascocountyfl.bonfirehub.com. The Pasco County Purchasing Department will only accept bids submitted online. **Bid submissions are due no later than 1:30 p.m., ET, October 14, 2025, and will be opened at 2:00 p.m., ET (same day) as noted above.**

Pasco County will ***only*** accept online submissions for this bid. Bids can be submitted online at: https://pascocountyfl.bonfirehub.com. Bids submitted after the bid close date will not be accepted. Note: Any bid submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

Solicitations will be publicly opened in accordance with the public notice.

Public Openings are held each Tuesday at 2:00 p.m., ET. A public opening of responses will be conducted at the posted Public Opening following the submission deadline. In the event of a County Holiday or unforeseen delay, responses shall remain sealed until the next public meeting. Firms will be able to attend the public opening virtually, see the following instructions:

Microsoft Teams meeting
Meeting ID: 241 088 831 758
Passcode: EK63aF
Download Teams | Join on the web

Or call in (audio only)
+1-850-988-5160, 688629844#
+1 850-988-5160,688629844# United States, Tallahassee
Phone Conference ID: 688 629 844#

Tabulations shall be available thirty (30) days after opening on the Pasco County website at: https://www.pascocountyfl.gov/services/purchasing/index.php or upon notice of intended action, whichever is sooner.

PASCO COUNTY BOARD OF COUNTY COMMISSIONERS

Carrie C. Roberts, NIGP-CPP, C.P.M., CPPO

Purchasing Director

IMPORTANT! — PLEASE READ CAREFULLY BEFORE SUBMITTING BID

GENERAL CONDITIONS

These general terms and conditions apply in like force to this solicitation and to any contract resulting therefrom.

1. ACCEPTANCE/REJECTION/MODIFICATION TO BID

The County may (1) amend or modify this request, (2) revise requirements of this request, (3) require supplemental statements or information from any firm, (4) accept or reject any or all bids, (5) extend the deadline for submission of bids, (6) waive non-material defects, and (7) cancel this request, in whole or in part, if the County deems it in its best interest to do so (8) may negotiate with a non-Bidder in the event no bids are received. The County may exercise the foregoing rights at any time without notice and without liability to any offering firm or any other party for their expenses incurred in the preparation of bid or otherwise.

2. ACKNOWLEDGMENT OF ADDENDUM

2.1 Bidders shall acknowledge receipt of any addendum to the solicitation by identifying the addendum number in the space provided for this purpose on the bid form, by letter, or by returning a copy of the issued amendment with the submitted bid. The acknowledgment should be received by Pasco County by the time and at the place specified for the receipt of bids.

2.2 Failure to acknowledge an issued addendum may result in bid rejection and disqualification.

3. ALTERNATIVE BIDS

The Bidder WILL NOT be allowed to offer more than one (1) price (for the goods or services specified). If a Bidder submits more than one (1) price on any item (or service), ALL prices will be rejected for that item.

4. AMERICANS WITH DISABILITIES ACT

Pasco County does not discriminate upon the basis of any individual's disability status. This non- discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation to the solicitation documents or for the public meetings related to any solicitation should contact the Purchasing staff member named on the solicitation summary at least twenty- four (24) hours in advance of the meeting. Requests for accommodation may also be directed to the Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, FL 34654 at (727) 847-8030 or at (727) 847-8949 if you are hearing impaired. Please be advised that if you contact the County by email, your email address will become a public record and may be subject to disclosure under the Florida Public Records Act.

5. ANTITRUST

By entering into a contract, the Bidder conveys, sells, assigns, and transfers to Pasco County all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by Pasco County under the said contract.

6. APPLICABLE LAW

The resulting contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The Bidder shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

7. ASSIGNMENT

The successful Bidder(s) shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of Pasco County.

8. AWARD

8.1 Consideration for award will be by proximity to specifications given, costs, time of delivery, and other factors deemed by the County to be appropriate. All purchases, leases, or contracts that are based on competitive bids will be awarded to the lowest, responsive, and responsible Bidder.

8.2 Complete and accurate responses to all items are necessary for the complete and fair evaluation of bids. Total-cost or life-cycle-costing, which includes the identification of identifiable costs associated with acquisition, installation, maintenance, and operation of the Bidder's offered equipment may be used to determine the lowest Bidder. Such analysis may be based upon the Bidder's proposal data and other data which is gathered by the County. Additional factors that may be considered include the expected life of equipment, output, maintenance, consumption costs, disposal value, warranty, complexity of operation, required training, and other factors that may contribute to the overall cost of ownership. In determining the responsibility of Bidders, past performance, references, documented experience, financial capability, and other reasonable factors may be considered. Pasco County reserves the right to award by item, group of items, lowest total, or whatever manner is deemed to be in the County's best interest. The County reserves the right to award to a single or multiple Bidder is found to be in the County’s best interest.

9. BID ACCEPTANCE PERIOD

The Bidder agrees that if this offer is accepted within ninety (90) calendar days from the bid opening date, the Bidder will furnish to Pasco County and all items from which prices are offered in this bid solicitation at the price(s) so offered, delivered to the designated point(s), within the time period specified, and at the terms and conditions so stipulated in this solicitation document. Any bid for which the Bidder specifies a shorter acceptance period may be rejected.

10. BIDDER CERTIFICATION

The Bidder agrees that submission of a signed bid form is certification that the Bidder will accept an award made to it as a result of the submission.

11. BID CLARIFICATIONS

If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the plans, specifications, or other documents, they should submit a written request for an interpretation via the County's electronic solicitation system. Questions or requests for interpretations shall clearly state, in detail, the basis for such question(s) or request(s) including a reference to the specific paragraph or language in the solicitation. Modifications to solicitations will be made only by properly issued written addenda. All such addenda shall become part of the solicitation and resulting contract documents. Pasco County shall only be responsible for explanations or interpretations that are issued by written addendum. No oral interpretations will be made as to the meaning of specifications or any other contract documents. Failure to comply with this provision will result in the Bidder waiving his/her right to dispute the bid specification.

12. BID ENVELOPES

If the County has indicated in the Advertisement for Bids that a hard copy of the bid will be accepted, envelopes containing bids must be sealed and marked in the lower left-hand corner with the solicitation number, solicitation name, and the date and hour of opening of bids. Failure to do so may cause bid not to be considered. Express Company or Express Mail envelopes containing a sealed bid shall also be sealed and should be clearly marked with the solicitation number, solicitation name, and date and hour of opening of bids. Failure to clearly mark envelopes may delay delivery and render the response late. PLEASE NOTE: Unless otherwise noted in the Advertisement for Bids, all submissions MUST be made electronically through the County's electronic solicitation system.

13. BID FORM SUBMISSION

Bids must be uploaded into via the County's electronic solicitation system unless otherwise indicated in the Advertisement for Bids. All forms must be printed, completed signed (if noted) and submitted in the County's electronic solicitation system. Bids concerning separate bid invitations must not be combined on the same electronic submission form or placed in the same envelope (if allowable under the specific solicitation). Bids submitted in violation of this provision shall not be considered. All bids must be signed, in ink, in order to be considered. Erasures are not acceptable on bids; if necessary to make a change, strike out or draw a line through incorrect item and type the correction above, and initial the correction in ink. If the Bidder is a firm or corporation, the Bidder must show the title of the individual executing the bid, and if the individual is not an officer of the firm or corporation, the Bidder must submit proof that the individual has the authority to obligate the firm or corporation. BIDS MAY NOT BE ALTERED OR AMENDED AFTER THE BID CLOSING.

14. BIDDER INVESTIGATIONS

Before submitting a bid, each Bidder shall make all investigations and examinations necessary to ascertain all site conditions, specifications, delivery requirements and performance requirements affecting the full performance of the contract and to verify any

representations made by Pasco County upon which the Bidder will rely. If the Bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Bidder for additional compensation.

15. BID RECEIPT AND OPENING

15.1 Pasco County will receive sealed bid proposals until date and time indicated on bid cover via the County's electronic solicitation system unless otherwise noticed in the Advertisement for Bids. The system will not allow for bids to be received after the bid opening date and time. It is the responsibility of the Bidder to ensure that bids are submitted online by the designated opening time. FAXED, EMAILED OR HARD COPY BIDS WILL NOT BE ACCEPTED AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD unless otherwise noted in the Advertisement for Bids. In accordance with Section 119.071, Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or replies, whichever is earlier.

15.2. Failure to print, complete and upload all forms required to be included with any bid will result in the Bidder being deemed nonresponsive and will result in rejection of the bid.

16. BID WITHDRAWAL

16.1. Bids may not be changed after the bid closing time.

16.2. To withdraw a bid that includes a clerical error after bid opening, the Bidder must give notice in writing to the Pasco County Purchasing Department of claim or right to withdraw a bid. Within two (2) business days after the bid opening, the Bidder requesting withdrawal must provide to Pasco County all original work papers, documents, and other materials used in the preparation of the bid. A Bidder may also withdraw a bid prior to the time set for the opening of bids by simply making a request in writing to Pasco County; no explanation is required. No Bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted. The decision to allow or disallow bid withdrawal remains solely with Pasco County.

17. BRAND NAMES

Any catalog, brand name, or manufacturer's reference used in the specifications is intended to be descriptive and not restrictive and is used only to indicate type and quality desired. Any article, equipment, or material, which shall conform to the standards and excellence, so established, and is of equal merit, strength, durability, and appearance to perform the

desired function, is deemed eligible for offer as a substitute. The qualifications of the offering shall be judged as to their conformance with these specifications. Any equipment offered other than herein specified shall be subject to a competitive demonstration and evaluation by Pasco County. The determination as to whether any alternate product or service is or is not equal shall be made by Pasco County, and such determination(s) shall be final and binding upon all Bidders.

18. BUSINESS NAME REQUIREMENT

The Bidder must provide on the Bid Form, Bidder/Certification Form, and if awarded, on all remittance of invoices for payment, the business name that is provided on their W9 Form. Additionally, if there is a name change and/or EIN number that is changed at any time, the vendor must immediately notify the Purchasing Department as to the change and provide all supporting documentation.

19. CANCELLATION

Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the Bidder of the intention to cancel, or with cause if at any time the Bidder fails to fulfill or abide by any of the terms or conditions specified. Failure of the Bidder to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of Pasco County. In addition to all other legal remedies available to Pasco County, Pasco County reserves the right to cancel and obtain from another source, any services which have not been provided within the required period of time or, if no such time is stated, within a reasonable period of time from the date of order or request, as determined by Pasco County.

20. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The Bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without—for the purpose of restricting competition—any consultation, communication, or agreement with any other Bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

21. CHANGE IN SCOPE OF WORK

Pasco County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Bidder that the scope of the project or of the Bidder's services has been changed, requiring changes to the amount of compensation to the Bidder or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract or purchase order signed by Purchasing Director. If the Bidder believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Bidder, the Bidder must immediately notify Pasco County in writing of this belief. If Pasco County believes that the particular work is within the scope of the contract as written, the Bidder will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

22. COLLUSION AMONG BIDDERS

Each Bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the Bidders. Pasco County may or may not, at its discretion, accept future bids for the same work from participants in such collusion. More than one (1) bid from an individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing that a Bidder has interest in more than one (1) bid for the work being bid may result in rejection of all bids in which the Bidder is believed to have interest. Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two (2) or more primary contractors submitting a bid for the work.

23. COMMUNICATIONS DURING SOLICITATION AND LOBBYING PROHIBITION

23.1. Communicating with or lobbying of evaluation committee members, county government employees, or elected officials (including County Commissioners) regarding requests for proposals, requests for qualifications, bids, or contracts by the Bidders or any member of the Bidder's staff, an agent of the Bidder, or any person employed by any legal entity affiliated with or representing an organization that is responding to the requests for proposal, requests for qualification, bid or contract outside a publicly noticed meeting specifically called to address this particular solicitation is strictly prohibited. Nothing herein shall prohibit a prospective Proposer from contacting the Purchasing Director, or Purchasing staff identified in the solicitation, to address concerns or grievances or receive clarification about a particular procurement. In addition, nothing herein shall prohibit a Proposer that has been shortlisted in the Notice of Intent to Award from engaging in contract negotiations with the County staff designated to negotiate the contract.

23.2. For purposes of this provision lobbying activities shall include, but not be limited to, influencing or attempting to influence action or non-action in connection with any requests for proposals, requests for statements of qualifications, invitations for bids, related processes or contracts through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any proposal, statement of qualification, bid, contract or any other response to be rejected.

23.3. The prohibition on communication with County Persons (including County Commissioners) by Proposers and their representatives regarding a procurement in which they have a pecuniary interest begins upon issuance of the solicitation and ends upon final award, when the protest is finally resolved, or when the procurement process is otherwise concluded, whichever occurs later. This prohibition does not apply to communication on other matters in which a Proposer may have an interest outside of the solicitation.

24. CONFLICT OF INTEREST

The Bidder, by submission of its bid, certifies that to the best of his/her knowledge or belief,

no elected/appointed official or employee of Pasco County is financially interested, directly or indirectly, in the offer of goods or services specified in this invitation.

25. DEBARMENT

By submitting a bid, the Bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the Federal Government of the United States, an agency of the State of Florida, or an agency within the Tampa Bay-Clearwater-St. Petersburg Metropolitan Statistical Area (MSA) and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any agency noted herein. The Bidder also certifies that the components used in the production of the commodities offered herein are not supplies by a vendor who currently is debarred from submitting bids for contracts issued by any political subdivision or agency of the Federal Government of the United States, an agency of the State of Florida, or an agency within the Tampa Bay-Clearwater-St. Petersburg Metropolitan Statistical Area (MSA).

26. E-VERIFY REQUIREMENT

26.1. A contractor or consultant entering into a contract with a public entity (such as the County) is required to be registered with the U.S. Department of Homeland Security's E-Verify System and to utilize it to verify the work authorization status of all newly hired employees throughout the term of the contract. The contractor or consultant shall also be required to obtain and retain affidavits from all subcontractors or subconsultants utilized during the contract verifying that they do not employ, contract with, or subcontract with any unauthorized aliens as that term is defined in 8 U.S.C.S. 1324a(h)(3). The failure to comply with this requirement constitutes grounds for termination of the contract and for such other penalties as provided under section 448.095, Fla. Stat.

26.2. If a public employer has terminated a contract with a contractor for failure to comply with the requirements of the paragraph above, the contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated.

26.3. The County reserves the right to request verification of compliance from its consultants and contractors during the term of its contract with the County and for a period of up to five (5) years thereafter. Should a County-retained consultant, contractor, and/or its subconsultants be found to be non-compliant with E-Verify as part of a federal audit or other inquiry, the consultant, contractor and/or its subconsultant(s) will be solely responsible for the payment of any fines or costs imposed upon the county as a result of such non-compliance. Compliance with this section is mandatory for all projects.

27. ERRORS IN EXTENSIONS

If a written Bid Form is required, the BIDDER should initial erasures or corrections in any Bid Form in ink. The COUNTY shall reject any Bid Form with such erasures or corrections where County staff concludes it cannot determine with certainty the accuracy or intent of said Bid Form, as corrected. In the case of unit price contracts, if an error is committed in the

extension of an item, the unit price as shown in the Bid Form will govern. If the unit price and the extension price are at variance, the unit price shall prevail. Unit prices will be utilized to adjust the total compensation due the successful BIDDER based on actual quantities encountered. No negotiation of these unit prices after contract award will be allowed. Significant changes in quantities, including total deletions, are possible. Therefore, each BIDDER shall proportionately distribute overhead and profit across the unit prices.

28. ETHICS IN PUBLIC PROCUREMENT

The contract upon award shall incorporate by reference, but shall not be limited to, the provisions of law contained in Chapter 112, Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The Bidder certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer, or subcontractor in connection with this bid; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of value.

29. EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form or appendix. Failure to indicate any exception will be interpreted as the Bidder's intent to comply fully with the minimum requirements as written. Conditional or qualified bids, unless such exception(s) are deemed non-material by the County (in its sole discretion), shall be subject to rejection in whole or in part.

30. EXPENSES INCURRED IN PREPARING BID

Pasco County accepts no responsibility for any expense incurred by the Bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the Bidder.

31. FAILURE TO DELIVER

In the event of failure of the Bidder to deliver the goods and services in accordance with the contract terms and conditions, Pasco County may procure the goods and services from other sources and hold the Bidder responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids to Pasco County for a maximum of five (5) years. These remedies shall be in addition to any other remedies that Pasco County may have available.

32. FAILURE TO ENFORCE

Failure by Pasco County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Pasco County to enforce any provision at any time in accordance with its terms.

33. FAIR LABOR STANDARDS

By submission of a bid, the Bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall, in the execution or performance of such a contract, maintain fair labor standards as defined in applicable State and Federal regulations.

34. FORCE MAJEURE

The Bidder shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, government actions, and acts of God beyond the control of the Bidder, unless otherwise specified in the contract. If government actions include the imposition of tariffs that directly affect the materials or equipment to be provided by the Bidder under the solicitation, the Bidder must submit certification from its supplier that the materials required were acquired by the Bidder after the tariffs went into effect and that the Bidder now has to pay additional costs for the materials or equipment. The County has the discretion to approve an increase in price based on the information supplied or to terminate the contract.

35. IDENTICAL BIDS

Identical bids or bids which otherwise appear suspicious will be reported to the County Attorney for investigation.

36. INDEMNIFICATION

36.1. In consideration of the sum of Fifteen and 00/100 Dollars ($15.00), the receipt and sufficiency of which is acknowledged by the contractor to be included and paid for in the contract price, the contractor shall indemnify, defend, and hold harmless Pasco County and its agents and employees from and against all liabilities, claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss, or expense: 1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and 2) is caused in whole or in part by any negligent act or omission of the Bidder and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except for those caused by the negligent act or omission of Pasco County.

36.2. In any and all claims against Pasco County or any of its agents or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under Workers' Compensation Acts,

disability benefit acts, or other employee benefit acts.

37. INDEPENDENT CONTRACTOR

The Bidder shall be legally considered an independent contractor and neither the Bidder nor its employees shall, under any circumstances, be considered servants or agents of Pasco County; and Pasco County shall be at no time legally responsible for any negligence or other wrongdoing by the Bidder, its servants, or agents. Pasco County shall not withhold from the Bidder any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the Bidder. Further, Pasco County shall not provide to the Bidder any insurance coverage or other benefits, including workers' compensation, normally provided by Pasco County for its employees.

38. INFORMALITIES AND IRREGULARITIES

Pasco County has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Bidder with the bid for Pasco County to properly evaluate the bid, Pasco County has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. Pasco County reserves the right to reject any or all bids in whole or in part; to award by any item, group(s) of items, total bid, or accept the bid that is most advantageous and in the best interest of Pasco County.

39. LAW COMPLIANCE

Each party will comply with all applicable Federal, State and local laws, rules, regulations, and guidelines related to performance under this agreement. In particular, the contractor/vendor/named party verifies and affirms that it is in compliance with 8 U.S.C., Sec. 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any contractor/vendor/named party, during the term of the agreement, a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this agreement by the County.

40. LIMITATION OF COST

The Bidder agrees to perform the work specified and complete all obligations under the contract within the stated amounts.

41. NON-APPROPRIATION

All funds for payment by Pasco County under this contract are subject to the availability of an annual appropriation for this purpose by Pasco County. In the event of non-appropriation of funds by Pasco County for the services provided under the contract, Pasco County will terminate the contract, without termination charge or other liability, on the last day of the then- current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Bidder on thirty (30) days' prior written notice, but failure to give such

notice shall be of no effect, and Pasco County shall not be obligated under this contract beyond the date of termination.

42. NON-DISCRIMINATION

42.1. During the performance of this Agreement, the BIDDER herein assures the COUNTY that said BIDDER is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the BIDDER does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the BIDDER or its applicants for employment. The BIDDER understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the BIDDER herein assures the COUNTY that said BIDDER shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

42.2. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to the state or any department or agency of this state ("public entity"); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Consultant agrees to include this provision in all contracts issued as a result of this Agreement.

43. OFFICIAL DOCUMENTS

43.1. Pasco County is not responsible for expenses incurred prior to award. Pasco County officially distributes solicitation documents through an electronic solicitation system as noted on our web page at https://www.pascocountyfl.net/480/Do-Business-with-Us. Solicitation documents MUST be downloaded at NO COST using this system. Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon. Pasco County is not responsible for solicitation documents obtained from sources other than the site listed at the link above. Only vendors who properly register and obtain solicitation documents directly from the system listed at the link above will receive addenda and other important information if issued.

43.2. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents.

43.3. IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE SITE LISTED AT THE LINK ABOVE, IT IS REQUIRED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENT AT THE WEBSITED LISTED AT THE LINK ABOVE AT NO COST.

44. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract or purchase order must be made in writing by Pasco County.

45. PATENTS AND ROYALTIES

The Bidder covenants to save, defend, keep harmless, and indemnify Pasco County and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost—including court costs and attorney's fees, charges, liability, and exposure, however caused—for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Pasco County. If the Bidder uses any design, device, or materials covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

46. PAYMENT PROCEDURES

46.1. The Pasco County Board of County Commissioners will process payments in a timely manner and in accordance with Chapter 218, Part VII, Florida Statutes, (The Local Government Prompt Payment Act).

46.2. Several payment options are available to the successful Bidder upon receipt of a correct invoice:

(a) Check may be mailed to the remit address on the invoice. The check is sent to the Post Office the day after Board of County Commissioners approval.

(b) Check may be picked up in Dade City. The vendor must pick up the check the day after Board of County Commissioners approval. The successful Bidder or contractor must call (352) 521-4599 for detailed instructions.

(c) Payment may be wire-transferred to the vendor’s bank account. The vendor must call (352) 521-4599 for detailed instructions.

47. PAYMENT TERMS AND DISCOUNTS

47.1. Unless otherwise indicated in the bid documents or required by state law, payment terms will be net forty-five (45) days. Terms not consistent with this provision are not acceptable and may be cause for rejection. Pasco County will pay the vendor within forty-five (45) days after the receipt of a correct invoice for the specified work or goods received. Unless otherwise indicated in the bid documents, only one (1) lump-sum payment will be made.

47.2. Discounts for prompt payment requiring payment by Pasco County within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by Pasco County of a correct invoice describing reasonable work allocable to the contract or after the date of acceptance of work/goods that meets contract requirements, whichever event occurs later. Discounts for payment in less than forty-five (45) days will not be considered during evaluation for award but may be taken if applicable after award.

48. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Effective July 1, 2023, and pursuant to section 287.05701, the County: (1) may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and (2) may not give preference to a vendor based on the vendor's social, political, or ideological interests.

49. PUBLIC INFORMATION

49.1. After the County provides notice of an intended decision or thirty (30) days after opening the bids, proposal, or replies, whichever is earlier, any and all information contained therein, is considered public and may be reviewed by any person interested in doing so as provided under Florida Law.

49.2. All materials submitted in response to this solicitation ultimately become public record and shall be subject to inspection and copying as provided under Florida's public records laws. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "Confidential Disclosure" and placed in a separate envelope marked as such shall be considered to qualify as Trade Secret Data. Any material to be treated as Trade Secret Data must include a justification for the request. The request will be reviewed and either approved or denied by the County. If denied, the Bidder shall have the opportunity to withdraw the entire Proposal or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total Proposal shall be considered confidential or proprietary. Any costs to preserve the Trade Secret data designation shall be the responsibility of the Bidder.

50. PUBLISHED PRODUCT SPECIFICATIONS

The Bidder should submit a copy of the manufacturer's published and advertised specifications, including warranty information, for the product(s) being offered, if applicable. Failure to provide these specifications may be cause for bid rejection. If the County is unable to verify compliance with the specifications, the response may be rejected. The County's inability to verify responsiveness may result in a determination of non-responsiveness and rejection.

51. PURCHASE ORDER REQUIREMENT

51.1. Purchases of Pasco County are authorized only if a signed purchase order issued in advance of the transaction, showing that the ordering agency has sufficient funds available to pay for the service. Vendors providing services without a signed purchase order do so at their own risk.

51.2. Pasco County will not be liable for payment for any services provided under the contract unless a valid purchase order has been issued to the vendor.

52. QUALIFICATIONS OF BIDDERS

The Bidder may be required, before the award of any contract, to show to the complete satisfaction of Pasco County that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The Bidder may also be required to give a past history and references in order to satisfy Pasco County in regard to the Bidder's qualifications. Pasco County may make reasonable investigations deemed necessary and proper to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to Pasco County all information for this purpose that may be requested. Pasco County reserves the right to reject any bid if the evidence submitted by, or investigation of, the Bidder fails to satisfy Pasco County that the Bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Bidder's qualifications shall include:

a) The ability, capacity, skill, and financial resources to perform the work or provide the service required.

b) The ability of the Bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.

c) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

d) The quality of performance of previous contracts or services.

53. QUALITY OF GOODS

53.1. All goods shall be new, in first class condition, and of the manufacturer's latest design of the model presently in production. All materials, supplies, and equipment furnished, or services performed under the terms of this purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as other applicable Federal, State, and local codes.

53.2. Equipment and materials furnished by the Bidder having serious defects, corrosion, or scratches which tend to present an "other than new" appearance shall be promptly replaced or such defects promptly corrected by the Bidder at no cost to Pasco County. Any existing Material Safety Data Sheets (MSDS) for the products, materials, supplies, or equipment being bid must be submitted with the bid. No product containing asbestos, lead paint or polychlorinated biphenyl (PCB) in any form will be considered for award by Pasco County.

54. RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by the Bidder to Pasco County, the same amount may be deducted from any sum due the

Bidder under the contract or under any other contract between the Bidder and Pasco County. The rights of Pasco County are in addition and without prejudice to any other right Pasco County may have to claim the amount of any loss or damage suffered by Pasco County on account of the acts or omissions of the Bidder.

55. RIGHT TO AUDIT

The Bidder shall maintain such financial records and other records as they relate to the purchase of goods and/or services by Pasco County from the subject vendor. The Bidder shall retain these records for a period of three (3) years after final payment, or until they are audited by Pasco County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by Pasco County, its designees, or other authorized bodies.

56. RISK OF LOSS

Pasco County shall be relieved from all risks of loss or damage to goods during periods of transportation, manufacture, and the entire time the goods are in the possession of Pasco County prior to acceptance by Pasco County. At such time, the risk of loss or damage for goods shall pass to Pasco County. The Bidder shall not be responsible for damage to the goods occasioned by negligence of Pasco County or its employees.

57. SCRUTINIZED COMPANIES AND OTHER PROHIBITED ENTITIES OR ACTIVITIES

57.1. A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; Florida Statute, or

2. Is engaged in business operations in Cuba or Syria.

57.2. By signing this Agreement, the BIDDER certifies that it is not participating in a boycott of Israel, is not on any of the aforementioned lists, and it does not have business operations in Cuba or Syria. The BIDDER agrees to notify the COUNTY if placement on any of the aforementioned lists occurs or if the BIDDER is engaged in a boycott of Israel or has business operations in Cuba or Syria.

57.3. The COUNTY may terminate this Agreement if the BIDDER's certification above is found to be false; has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria. In addition to possible termination of this Agreement based on the above grounds, the County will comply with section 287.135, Florida Statutes, regarding submittal of a false certification.

58. TABULATIONS

Solicitation results (tabulations) will not be given over the telephone or via fax.

59. TAXES

All bids shall be submitted exclusive of direct Federal, State, and local taxes; however, if the Bidder believes certain taxes are properly payable, he/she may list such taxes separately in each case directly below the respective item bid price. Prices quoted must be in units specified and shall not include the cost of any such taxes, including those on any material, supplies, or equipment used or installed in the work. Pasco County does not pay Federal Excise and Sales Taxes on direct purchases of tangible personal property. See Exemption Number on face of the resulting purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for improvement of County-owned real property. Please refer to Chapter 192, Florida Statutes.

60. UNSATISFACTORY WORK

60.1. If, at any time during the contract term, the service performed or work done by the Bidder is considered by Pasco County to create a condition that threatens the health, safety, or welfare of the community, the Bidder shall, on being notified by Pasco County, immediately correct such deficient service or work. In the event the Bidder fails, after notice, to correct the deficient service or work immediately, Pasco County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Bidder.

60.2. Notwithstanding the above, Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the Bidder of the intention to cancel.

61. VENDORS LIST

Bidders must visit https://www.pascocountyfl.net/480/Do-Business-with-Us and follow the link provided to the County's electronic solicitation system to register as a vendor. Once registered, Bidders will have the ability to view and download solicitations for Pasco County as well as other participating government agencies in North America.

62. WARRANTIES

The Bidder agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the Bidder gives to any customer for

comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this award.

END OF GENERAL CONDITIONS

SPECIAL PROVISIONS

In addition to the General Provisions of this solicitation, these Special Provisions, along with the specifications that follow, apply in like force to this solicitation and to any subsequent contract resulting therefrom.

AUDIT COOPERATION REQUIREMENT FOR STATE FUNDED PROJECTS
In those instances where state funding is involved, the selected Bidder, and its subconsultant(s) must agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant Section 20.055 (5), Florida Statutes. By submitting a bid to this solicitation, the Bidder certifies that they understand and will comply with this subsection.

State Funds Involved: N (Y if applicable, N if not applicable)

CONTRACTOR'S PUBLIC RECORDS REQUIREMENTS
The CONTRACTOR shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, CONTRACTOR shall (a) keep and maintain public records required by the COUNTY to perform the service under the Agreement; (b) upon request from the COUNTY's custodian of public records provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the COUNTY; and (d) upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR. Upon transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. All documentation produced as part of this Agreement will become the property of the COUNTY. This paragraph shall survive the expiration or termination of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 847-8147, PRR@MYPASCO.NET, OR 7536 STATE STREET, NEW PORT RICHEY, FL 34654.

Under Florida law, a Contractor who fails to provide the public records to the COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for

termination of this Agreement.

LOCAL PREFERENCE

Under Sec. 2-111(a)(1) of Pasco County's Purchasing Ordinance, a business qualifies as "Local Business" if it meets the following requirements and is: a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) the vendor, supplier or contractor operates or performs business on a daily basis at said location; and d) has so operated or performed business at that location for at least twelve (12) months prior to the Bid or Proposal opening date; and (e) includes a copy of their local business tax receipt with their Bid or Proposal. Post office boxes shall not be used for the purpose of establishing said physical address. The justification for the application of a local preference to a particular Bidder, along with a copy of the Bidder's local business tax receipt, must be included as part of any Bid submitted.

In bidding for, or letting contracts or procurement of goods, services or construction, as described herein, the Board of County Commissioners (BOARD) may give a preference to Local Businesses in making purchases (unless otherwise precluded by the ordinance, state or federal law) as described below:

(i) When written quotations or sealed bids are received that do not exceed $1,000,000.00, and the lowest price is offered by a vendor that is not a Local Business, and the next lowest price is offered by a Local Business, and is within 10% of the lowest price offered, then the Local Business shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Local Business will be awarded the quotation or bid if the Local Business is otherwise fully qualified and meets all requirements of the solicitation.

(ii) When sealed bids are received that are greater than $1,000,000.00, and the lowest price is offered by a business that is not a Local Business, and the next lowest price is offered by a Local Business, and is within 5% of the lowest price offered, then the Local Business shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Local Business will be awarded the quotation or bid if the Local Business is otherwise fully qualified and meets all County requirements.

(iii) The total quote or bid price shall include not only the base bid price, but also all alterations to the base bid price resulting from alternates which were both part of the bid and that will be actually purchased or awarded by the BOARD.

If two or more identical quotations or bids are received at the time the written quotations or sealed bids are opened, the award shall be made to the responsive, responsible "Local Business" as defined herein.

The preference established in this section does not prohibit the right of the BOARD to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals nor prohibit the BOARD from giving any other preference permitted by law in addition to the preference authorized in this section.

This local preference provision is not applicable to those solicitations involving the use of either State or Federal funds as indicated below:

State Funds Involved: N (Y if applicable, N if not applicable)

CONTRACT TERM

The contract period **will begin on the date of Pasco County Board of County Commission (BOCC) approval and continue through September 30, 2028**, subject to the Price Escalation terms described elsewhere herein, unless canceled in writing by Pasco County. The County reserves the right to extend the contract, under the same prices, terms, and conditions as in the original contract approved by Pasco County for two additional one-year periods, as found to be in the best interest of the County. All contracts are subject to the appropriation of funds by Pasco County.

Commented [KM1]: You can add your specific dates here, or have an actual start date (for example MYA's, it would start October 1, 20XX ….)

Commented [KB2R1]: We hope to have funds from this point forward for sand however we only what we have for this year, recommend 3 years, ending Sept 2028, with the hope we get reoccurring funding for the next 3 years.

COPYRIGHT

The contractor shall irrevocably transfer, assign, set over, and convey to Pasco County all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the contract. The contractor further agrees to execute such documents as Pasco County may request to affect such transfer or assignment. Further, the contractor agrees that the rights granted to Pasco County by this paragraph are irrevocable. The contractor's remedy in the event of termination of or dispute over any agreement entered into as a result of this Invitation for Bid shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as result of this Invitation for Bid shall have the effect of rescinding, termination, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph.

COST REIMBURSEMENT

Unless an alternative cost methodology is specified herein, the contractor agrees that payment by Pasco County to the contractor for materials used in the performance of any work under the contract on a cost plus a percentage of cost basis is specifically prohibited. The cost of all materials provided in the performance of the work is to be reimbursed to the contractor in the following manner: Pasco County shall reimburse the contractor, on completion and acceptance of each assigned job, only for those materials, equipment parts, supplies, rentals, services, etc., actually used in the performance of the work that are supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharges shall be added to the suppliers' invoices or included in the contractor's invoice submitted to Pasco County that would increase the dollar amount indicated on the suppliers'

invoices for the materials purchased for the assigned job. All incidental costs, including allowances for profit and tools of the trade, must be included in the contract hourly labor rates.

ECONOMIC PRICE ADJUSTMENT

Any reference in the solicitation to *economic price adjustment* or *price escalation* shall be considered to mean price decreases as well as increases, unless otherwise stipulated.

Bids that contain a provision for price escalation with a ceiling will be evaluated at the maximum possible escalation of the bid price. Bids that contain a provision for price escalation without a ceiling will be rejected unless, in the judgment solely of Pasco County, a clear basis exists for comparative evaluation with other bids received. Bids that provide for price escalation based upon a method other than a percentage factor will be rejected unless, in the judgment solely of Pasco County, there is a clear basis for comparative evaluation.

PRICE ADJUSTMENTS BASED ON THE CONSUMER PRICE INDEX (CPI)

If approved by the County, unit prices in contracts that are longer than twelve (12) months may be adjusted bi-annually based on movement in the Consumer Price Index (CPI) may be adjusted bi-annually. The unit prices may be adjusted based on the movement of the of the U.S. Department of Labor's Consumer Price Index for All Urban Consumers (CPI-U) (1982-84=100), as posted at http://www.bls.gov/cpi/. The baseline index will be the month and year in which the contract began. The adjustments will not be cumulative and will be computed using the original contract unit prices. Adjustments may be requested no earlier than 180 days after the contract start date. Adjustments shall be computed using the latest CPI-U that is published and available on the date the County receives the adjustment request in writing. The unit price(s) changed as a result of these adjustments shall become effective on the first (1st) day of the next month, provided the request is submitted at least fifteen (15) days prior. If later than fifteen (15) days prior, the adjustment will become effective on the first (1st) day of the following month. Adjustments may be requested every 180 days thereafter for the term of the contract. Adjustments will not be retroactive or prorated. The County reserves the right to also request adjustments, following the first adjustment and at the same interval, especially if the CPI decreases and it is deemed to be in the County's best interest.

INSURANCE REQUIREMENTS

The insurance required must be written by an insurer authorized to do business in the State of Florida and also have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current *Best's Key Rating Guide*. Prior to the time the contractor is entitled to commence any part of the project, work, or services under this contract, the contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Policies of insurance required by the contract shall be primary insurance and non-contributory with respect to the County, its officials, agents, or employees. The said insurance shall be evidenced by delivery to Pasco County of 1) Certificates of Insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by Pasco County and listing all carriers issuing the said

policies; and 2) upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract.

1. Workers' Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than One Hundred Thousand and 00/100 Dollars ($100,000.00) for each accident. The contractor agrees to waive its right of subrogation as part of this coverage.

2. Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than Two Million and 00/100 Dollars ($2,000,000.00), each occurrence; and property damage of not less than One Million and 00/100 Dollars ($1,000,000.00), each occurrence. (Combined single limits of not less than Two Million and 00/100 Dollars [$2,000,000.00], each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars ($50,000.00) per occurrence, unless otherwise stated by exception herein.

3. Comprehensive Automobile and Truck liability covering owned, hired, and nonowned vehicles with combined single limits of not less than One Million and 00/100 Dollars ($1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverages or limits, a notice thereof shall be given to Pasco County by certified mail to: Pasco County Risk Management Department, 7536 State Street, Suite 111, New Port Richey, Florida 34654. The contractor shall also notify Pasco County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by the said contractor from its insurer; and nothing contained herein shall absolve the contractor of this requirement to provide notice.

2. Companies issuing the insurance policy, or policies, shall have no recourse against Pasco County for payment of premiums or assessments for any deductibles that all are at the sole responsibility and risk of the contractor.

3. The term "County" or "Pasco County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of County and individual members,

employees thereof in their official capacities, and/or while acting on behalf of Pasco County.

4. Pasco County shall be endorsed to the required policy or policies as an additional insured, with the exception of Worker's Compensation and Professional Liability, if applicable.

5. Pasco County shall also be listed as a certificate holder.

6. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by Pasco County to any such future coverage, or to Pasco County's self-insured retentions of whatever nature.

MOTOR VEHICLE INDUSTRY LICENSING
The contractor shall comply with Chapter 320, Florida Statutes. Failure to comply may result in a determination of no responsibility on the basis that the bidder is not qualified to legally contract with Pasco County and may further cause such noncompliant offers to be rejected.

REPORT STANDARDS
Reports or written material prepared by the contractor in response to the requirements of this contract shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Purchasing Department, and shall be submitted in draft form for advance review and comment by the Purchasing Department. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the contract requirements shall be borne by the contractor.

REQUIREMENTS CONTRACT
During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees this is a requirements contract and Pasco County shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of Pasco County for the period of the contract. The amount is only an estimate, and the contractor understands and agrees Pasco County is under no obligation to the contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees Pasco County may require services in an amount less than or in excess of the estimated annual contract amount, and the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

Commented [KB3]: Include, especially if the contract will be for three years in the event we don't received funding in following years.

SALES TAX
Pasco County, as a governmental entity, is exempt from sales tax under Florida Law. A copy of

the County's tax-exempt certificate or number will be provided at the time a purchase order is issued.

TRAFFIC CONTROL

The contractor shall conduct its operations in a manner that will not interrupt pedestrian or vehicle traffic except as approved by Pasco County. The work area shall be confined to the smallest area possible to allow maximum use of the street or sidewalk and to reduce any hazard to traffic or pedestrians to a minimum. At all times, the contractor shall use workers and traffic control signs and devices necessary to comply with all applicable Federal, State, and local laws, rules, and regulations. In addition to signs and devices, when the street is obstructed to any extent by contract operations, special workers equipped with flags shall be designated by the contractor to direct vehicle and pedestrian traffic. The workers so designated shall not be assigned to any other duties while engaged in directing traffic. All personnel, signs, barricades, and any other items or devices necessary for the maintenance of traffic and safety shall be provided by the contractor. No separate payment shall be made by Pasco County for this work. All cost of this work is included by the contractor as part of the contract price. The plan for traffic control shall be as directed by Pasco County. A Right-of-Way Use Permit shall be obtained from Pasco County prior to the commencement of any work in such a right-of-way. The cost for securing such permits shall be included in the Bid.

TRANSPORTATION AND PACKING

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the seller, f.o.b. **destination.** No additional charges will be allowed for packing, packages, or partial delivery costs. By submitting their bids, all bidders certify and warrant that the price offered for f.o.b. destination includes only the actual freight rate costs at the lowest and best rate and is based upon actual weight of the goods to be shipped. Standard commercial packaging, packing, and shipping containers shall be used, except as otherwise specified herein.

VENDOR'S EQUIPMENT

Responding vendors must submit a list of owned equipment and major tools, and a list of current employees and respective skill level or discipline. Pasco County, at its sole discretion, reserves the right to award this work to vendors who are able to demonstrate current ownership and possession of the equipment, tools, and personnel deemed reasonably sufficient to perform the specified work at the lowest possible cost.

It is Pasco County's intent to award this work to a vendor at the lowest possible cost, while securing sufficient quality of services. Preference may be given to those vendors who own and possess the necessary tools, equipment, and services to minimize reimbursement costs associated with rentals and purchases from third parties.

AS SPECIFIED

All items delivered must meet the specifications herein. Items delivered not as specified will be returned at no expense by the County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards. Replacement items meeting

specifications must be submitted within a reasonable time after rejection of the non-conforming items.

QUANTITIES
The Pasco County Board of County Commissioners shall not be required to purchase any minimum or maximum quantities during the term of any award resulting from this specification.

ADDITION/DELETION
The Pasco County Board of County Commissioners reserves the right to add or delete any item from this bid or resulting award when deemed to be in the best interest of the Board.

END OF SPECIAL PROVISIONS

SPECIFICATIONS

AS NEEDED BEACH SAND FILL MATERIAL

1. INTRODUCTION

Pasco County is seeking a qualified vendor to provide beach-quality sand fill material, meeting beach volleyball standards on an as-needed basis.

2. GENERAL REQUIREMENTS

2.1 All work must be performed in accordance with all applicable state, local and national laws and codes.

2.2 All work must be performed according to the manufacturer's installation requirements and recommendations and in accordance with all plans and specifications.

2.3 All work must be completed by a contractor licensed in the state of Florida to perform all the work as described herein.

2.4 The Vendor is responsible for all processes and costs associated with obtaining and maintaining any required permits.

2.5 All work assigned under the agreement will be performed at various locations throughout Pasco County.

2.6 In addition to the Parks, Recreation, and Natural Resources (PRNR) Department, other Pasco County departments may utilize this contract (at the same terms and conditions) for similar work.

2.7 The County reserves the right to award the lowest, responsive, responsible vendor per line item.

2.8 The County reserves the right to award by line items. Vendors are not required to bid on all items to be considered for award unless otherwise specified herein.

2.9 While it is the county's intent to contract with one Vendor, we reserve the right to award multiple Vendors if found to be in our best interest.

2.10 All quantities stated in this solicitation are estimates for bidding purposes. The County does not guarantee any quantities mentioned herein.

2.11 Pricing must include all labor, tools, materials, and equipment needed to complete all the services described herein.

2.12 All equipment used to perform work under this contract must be in good, safe operating condition at all times and meet all safety requirements as established for this type of work.

3. MINIMUM QUALIFICATIONS

3.1 Vendor must have been in business of providing similar goods or services for a minimum of three (3) consecutive years.

3.2 The County reserves the right to request information necessary to determine the ability of the Vendor(s) to perform the work, to include references.

3.3 Vendor must be licensed to operate and deliver bulk construction or landscaping materials within the State of Florida.

4. MATERIAL

4.1 **FIVB MATERIAL**

Material must meet the sand requirements of the Fédération Internationale de Volleyball (FIVB) including but not limited to:

4.1.1 Clean, white quartz sand, free of debris, rocks, shells, organic material, and contaminates.

4.1.2 Particle size

- Uniform grain size with a gradation scale of approximate two (2) to one (1).
- Metric size range: 0.25-0.5mm.
- Approximate inch size range: 0.010 – 0.020 inches.
- Classified as medium sand per American Society for Testing Materials (ASTM) standards.

4.2 Vendor must supply a one (1) gallon bag of the requested sand for approval prior to delivery.

4.3 Sand must be naturally weathered, subangular to rounded, and not sourced from crushed rock.

4.3.1 Any material that fails to meet the criteria in this section shall be removed from the site at the vendor's expense.

4.4 **NON-FIVB MATERIAL**

The County may also purchase sand that meets FIVB standards for beach volleyball, the vendor under this contract may also provide other types of beach-quality fill material that do not meet FIVB specifications but are deemed acceptable for general beach use.

4.4.1 These alternative sand types may be used for purposes such as shoreline replenishment, recreational beach areas, or aesthetic landscaping.

4.4.2 All alternative sand must be clean, free of debris, and suitable for public use.

4.4.3 Acceptance of non-FIVB sand will be determined solely at the discretion of authorized County personnel, based on site-specific needs and intended use.

4.4.4 Vendor must supply a one (1) gallon bag of the requested non-FIVB sand for approval prior to delivery.

5.0 SCHEDULING

5.1 The work should only be performed during normal business hours of 7 AM- 3 PM Monday – Friday, excluding holidays, unless otherwise approved by the County.

5.2 When it is necessary to perform work outside the normal business hours for the County, the Vendor shall give a minimum of seventy-two (72) hours' notice to the County.

6.0 DELIVERY

6.1 Sand shall be delivered to various County sites or storage facilities as specified in each individual order. The County reserves the right to modify delivery locations with reasonable notice.

6.2 Delivery shall occur within 5-10 business days from the date of the order, unless otherwise agreed upon in writing.

6.3 Vendor shall be responsible for transportation, offloading, and placement of sand at the designed site, unless otherwise directed.

6.4 Vendor will be required to notify the County contact at least 24 hours prior to delivery and coordinate with on-site personnel to ensure proper access and placement.

6.5 All materials will be delivered: FOB: Destination to the following locations.

- Anclote River Park
  1119 Baillies Bluff Road
  Holiday, FL 34691

- Moon Lake Park
  8985 Lake Drive
  New Port Richey, FL 34654

- Robert J. Strickland Memorial Park
  6345 Clark Street
  Hudson, FL 34667

- Robert K. Rees Memorial Park
  3503 Green Key Road
  New Port Richey, FL 34652

- Sunwest Park
  17362 Old Dixie Hwy
  Hudson, FL 34667

6.6 The County reserves the right to add and delete site locations as needed.

7.0 COUNTY RESPONSIBILITIES

7.1 The County will designate a point of contact for coordination, approval, and communication throughout the duration of the contract.

7.2 The County shall be responsible for inspecting and verifying the quantity and quality of the sand for approval and during delivery.

7.3 The County will provide timely responses to vendor inquiries, including delivery scheduling, sample approvals, and site access coordination.

7.4 The County will ensure the delivery sites are accessible and prepared to receive sand deliveries.

8.0 TRAFFIC CONTROL

8.1 Vendor is responsible to ensure all Maintenance of Traffic (MOT) is conducted in accordance with the Special Provisions located under “Traffic Control” when applicable.

8.2 Maintenance of Traffic (MOT)

8.2.1 All MOT work shall be in accordance with FDOT Standard Plans Index 102.

8.2.2 When the street is obstructed to any extent by contract operations, special workers equipped with flags shall be designated by the vendors to direct vehicle and pedestrian traffic, in addition to any necessary signs and devices.

8.2.3 Workers assigned to this task will not perform any other duties while engaged in directing traffic.

8.3 The vendors must provide all personnel, signs, barricades, and any other items or devices necessary for the maintenance of traffic and safety, at no additional cost to the County.

8.4 The vendors must conduct operations in a manner that will not interrupt pedestrian or vehicle traffic, except with prior approval by the County.

8.5 The work area must be confined to the smallest area possible to allow maximum use of the street or sidewalk and to reduce any hazard to traffic or pedestrians to a minimum.

8.6 The vendors must use workers and traffic control signs and devices necessary to comply with all applicable Federal, State, and local laws, rules, and regulations, at all times.

9.0 STAFFING/PERSONNEL REQUIREMENTS

9.1 Vendors are responsible for ensuring staffing levels are adequate to perform services described herein and are responsible for all costs associated with labor under this contract.

9.2 Personnel must wear appropriate uniforms, carry photo identification, and always present a neat and professional image.

10.0 WORK OUTSIDE SCOPE OF WORK

10.1 Additional work identified outside the scope of this contract must be authorized in advance and in writing by the County.

10.2 The vendors must provide a price for any additional work identified prior to commencement.

10.3 No work will begin until a County Purchase Order or Encumbered Contract number is provided.

11.0 WARRANTY AND DAMAGES

11.1 Vendors are responsible for all damage or personal injury resulting from its operations, including, but not limited to:

- Damage to County or private property, such as curbs, sidewalks, driveways, landscaping, fencing, or utilities caused by delivery vehicle or equipment.
- Environmental contamination, including fuel or hydraulic fluid spills, improper sand placement, or erosion caused by poor handling.
- Personal injury to County staff, park patrons, or vendor personnel, including injuries for vehicle collisions, equipment malfunction, or unsafe unloading practices.

11.2 Any damage or personal injury will be reported immediately to Pasco County point of contact. .

11.3 Should the vendor fail to perform damage repair or warranty work as scheduled, and to a standard acceptable by the County, the County will procure services from another vendor. These costs will be the responsibility of the vendor.

END OF SPECIFICATIONS

OFFEROR INFORMATION/CERTIFICATION FORM

This form MUST BE:

- **INCLUDED DOWNLOADED, COMPLETED AND UPLOADED INTO BONFIRE WITH OFFEROR'S SUBMISSION**
- **FULLY executed with original authorized signature and notarized signature**

1. "We offer to sell/provide Pasco County, Florida, the above item(s) and/or service(s) at the price(s) stated, in accordance with the terms and conditions contained herein. In addition, the item(s) and/or service(s) offered above meet all specifications contained herein or attached, unless otherwise stipulated by exception. This offer to sell/provide is firm for ninety (90) days."

MUST BE SIGNED BY THE PRESIDENT OF THE CORPORATION, OR A MEMBER OF A MEMBER-MANAGED LIMITED LIABILITY COMPANY, OR THE MANAGER OF A MANAGER-MANAGED LIMITED LIABILITY COMPANY; OR INCLUDE WRITTEN PROOF THAT THE INDIVIDUAL SIGNING HAS THE AUTHORITY TO OBLIGATE THE FIRM.

OFFEROR MUST BE REGISTERED ON SUNBIZ (http://www.sunbiz.org/index.html), FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS.

2. Legal Name of Offeror. Indicate if the Offeror is a Corporation, Joint Venture, Partnership, etc.:

_____

(This name must match the name on your current W9 Form. The W9 will be requested at the time of award.)

3. Name/title of contact person for the Offeror:_____

4. Business and mailing address:_____(If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration)

5. Primary business and mailing address (if different): _____

6. Telephone number: (_)_____Fax: (__)_____

   Email Address: _____

The above-named Offeror affirms and declares:

A. That the Offeror understands all requirements of this request and states that as a serious Offeror they will comply with all the stipulations included in this request.

B. That the Offeror is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below:

C. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:

D. That the Offeror is not in arrears to the Pasco County Board of County Commissioners upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Pasco County Board of County Commissioners except as expressly stated below:

E. That the Offeror is in compliance with Section 448.095(2), Florida Statutes, requiring Contractor and its Subcontractors to register with and utilize the U.S. Department of Homeland Security's E-Verify program to verify the work authorization status of all newly hired employees and acknowledges that it will be required to maintain such compliance throughout the term of any Contract entered between the parties. The Offeror also confirms that no public employer has terminated a contract with the Offeror for failure to comply with Section 448.095(2), Florida Statutes, within the 12 months preceding the date this Certification Form is signed by the Offeror.

F. That no officer or employee or person whose salary is payable in whole or in part from the County is, will be or become interested, directly, or indirectly, surety or otherwise in this response; in the performance of the resulting contract; in the purchase of supplies, materials, equipment, work and/or labor to which they relate; or in any portion of the profits thereof.

G. That the Offeror has received and carefully examined all Addenda issued prior to uploading its Response and its Response will be in accordance with all Addenda prior to Response Opening.

H. That by submitting a response, the Offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

I. That pursuant to Section 287.087, Florida Statutes, Offerors understands that they <u>may</u> certify in their response that they have implemented a drug free workplace program. If two or more responses are deemed equal, preference will be given in the award process to the Offeror who has furnished such certification with their response.

J. If claiming Local Vendor Preference, the Offeror certifies that they satisfy each of the following criteria at the time of their submission of a response to the solicitation necessary to qualify as a "Local Business": a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such

business; and c) which the vendor, supplier or contractor operates or performs business on a daily basis; and d) has for at least twelve (12) months prior to the bid or proposal opening date; and (e) a copy of their local business tax receipt or qualifies as a business in a neighboring county as listed in the County's Purchasing Ordinance. Post office boxes shall not be used for the purpose of establishing said physical address.

Please put an "X" in the applicable box or mark N/A
_____Local Business located in Pasco County
_____Business located within Hillsborough, Pinellas, Polk, or Hernando County

This local preference provision is not applicable to those solicitations involving the use of either State or Federal funds as indicated below:

State/Federal Funds Involved: N (Y if applicable, N if not applicable)

Note: If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration.

K. By signing this Certification, I represent that I am of lawful age and have the authority to bind the Offeror for contract purposes. **If someone other than the President of the corporation, or a member of a member-managed limited liability company, or the manager of a manager managed limited liability company, then one of the following must be submitted with this Certification**:

1. If Offeror is a corporation (includes incorporated or company, or abbreviations thereof, in its name), and if other than the President of the corporation is signing this Certification, then one of the following must be submitted with this Certification:

   a. a current corporate resolution naming the officer or person signing this Certificate as authorized to sign contracts on behalf of the company or,

   b. a copy of the Board of Directors' resolution or meeting minutes designating the officer or person signing this Certificate as authorized to sign contracts for the corporation, certified by the secretary of the corporation.

2. If Offeror is a limited liability company, then the following must be submitted with this Certification: a copy of the Operating Agreement of the limited liability company showing that that person signing this Certificate is authorized to sign contracts for the limited liability company.

L. Attached to this response is a copy of the Certificate of Status from the Florida Secretary of State, Division of Corporations, which can be downloaded from https://dos.myflorida.com/sunbiz/search/.

M. Exceptions to any Contract Provisions and Miscellaneous Declarations (attach additional sheets, if necessary):

_____

_____

_____

(The remainder of this page intentionally left blank).

(SIGNATURES FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, this proposal is hereby signed and sealed as of the date indicated.

OFFEROR:

BY: _____
(Authorized Signature in Ink)

_____
(Printed name of Signatory)

_____
(Printed Title of Signatory)

_____
(Signature Date)

NOTARY ACKNOWLEDGMENT

STATE OF **}**
} ss
COUNTY OF **}**

The foregoing instrument was acknowledged before me on _____, 20_____, by means of:
[___] physical presence, or
[___] online notarization

***[as applicable, complete one (1) of the four (4) choices below]*:**

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name]_____ , who executed the foregoing instrument as [Title]_____
of [Corporation or Company Name]_____ , a:
[___] corporation, or
[___] limited liability company
organized under the laws of [State]_____ , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name]_____Partner (or Agent), on behalf of [Name of Partnership]_____
_____, a [State] _____partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name]_____, as attorney in fact.

****

Said person is (check one below):
[___] Personally known to me, or
[___] Has produced _____ as identification.

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

_____
Print Notary's Name
(This line is required to be completed by §117.05, F.S.)

PASCO COUNTY, FLORIDA

HUMAN TRAFFICKING AFFIDAVIT

Florida law requires completion of this form to execute, renew, or extend a contract with Pasco County (see section 787.06(13), Florida Statutes). This form must be completed by an officer or representative of the company or individual entering into, renewing, or extending a contract with Pasco County.

Under penalty of perjury, I hereby attest that based upon my personal knowledge, the below-named company or individual does not use **coercion**[1] for **labor**[2] or **services**,[3] as those terms are defined in section 787.06, Florida Statutes.

_____
Signature

_____
Printed Name

_____
Title

_____
Name of Company if applicable

_____
Date

STATE OF FLORIDA

COUNTY OF_____

The foregoing Human Trafficking Affidavit is sworn to (or affirmed) and subscribed before me under penalty of perjury by means of ☐ physical presence or ☐ online notarization, this _____day of_____, (month) _____ (year), by _____(name of person making statement).

_____
(Signature of Notary Public - State of Florida)

_____
(Print Commissioned Name of Notary Public)

☐ Personally Known OR ☐ Produced Identification

_____
Type of Identification Produced

Definitions

[1] "**Coercion"** means the following:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

[2] "**Labor"** means work of economic or financial value.

[3] "**Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Vendor Name	Contact Name	Contact Email	Document Name	Date Downloaded
ACG Trucking Services LLC	Alida Gonzalez Romero	Alidagr30@yahoo.com	B. GENERAL CONDITIONS.pdf	2025-10-07 16:18:10
ACG Trucking Services LLC	Alida Gonzalez Romero	Alidagr30@yahoo.com	D. SPECIFICATIONS.pdf	2025-10-07 16:18:48
ACG Trucking Services LLC	Alida Gonzalez Romero	Alidagr30@yahoo.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-10-07 16:17:17
AGROTURF Premium Sod Inc	Alexandra Saenz	alexandra@agro-turf.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-09-10 15:30:40
Alpha 8 Enterprise Inc	Diego Castro Mesa	alpha8enterprise@outlook.com	B. GENERAL CONDITIONS.pdf	2025-09-16 13:45:40
Alpha 8 Enterprise Inc	Diego Castro Mesa	alpha8enterprise@outlook.com	C. SPECIAL PROVISIONS.pdf	2025-09-16 13:45:43
Alpha 8 Enterprise Inc	Diego Castro Mesa	alpha8enterprise@outlook.com	C. SPECIAL PROVISIONS.pdf	2025-09-17 14:15:59
Alpha 8 Enterprise Inc	Diego Castro Mesa	alpha8enterprise@outlook.com	C. SPECIAL PROVISIONS.pdf	2025-10-10 08:17:07
Alpha 8 Enterprise Inc	Diego Castro Mesa	alpha8enterprise@outlook.com	C. SPECIAL PROVISIONS.pdf	2025-10-14 12:42:15
Alpha 8 Enterprise Inc	Diego Castro Mesa	alpha8enterprise@outlook.com	D. SPECIFICATIONS.pdf	2025-09-10 20:11:02
Alpha 8 Enterprise Inc	Diego Castro Mesa	alpha8enterprise@outlook.com	D. SPECIFICATIONS.pdf	2025-09-16 13:49:36
Alpha 8 Enterprise Inc	Diego Castro Mesa	alpha8enterprise@outlook.com	D. SPECIFICATIONS.pdf	2025-09-16 13:53:59
Alpha 8 Enterprise Inc	Diego Castro Mesa	alpha8enterprise@outlook.com	D. SPECIFICATIONS.pdf	2025-09-17 14:18:57
Alpha 8 Enterprise Inc	Diego Castro Mesa	alpha8enterprise@outlook.com	D. SPECIFICATIONS.pdf	2025-10-10 08:17:58
Alpha 8 Enterprise Inc	Diego Castro Mesa	alpha8enterprise@outlook.com	D. SPECIFICATIONS.pdf	2025-10-10 15:05:05
Alpha 8 Enterprise Inc	Diego Castro Mesa	alpha8enterprise@outlook.com	D. SPECIFICATIONS.pdf	2025-10-14 12:42:29
Alpha 8 Enterprise Inc	Diego Castro Mesa	alpha8enterprise@outlook.com	E. OFFEROR FORM.pdf	2025-10-10 09:32:25
Alpha 8 Enterprise Inc	Diego Castro Mesa	alpha8enterprise@outlook.com	E. OFFEROR FORM.pdf	2025-10-14 12:38:36
Alpha 8 Enterprise Inc	Diego Castro Mesa	alpha8enterprise@outlook.com	ADDENDUM 1.pdf	2025-09-18 13:15:39
Alpha 8 Enterprise Inc	Diego Castro Mesa	alpha8enterprise@outlook.com	ADDENDUM 1.pdf	2025-10-10 08:16:28
Alpha 8 Enterprise Inc	Diego Castro Mesa	alpha8enterprise@outlook.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-09-10 15:55:44
Alpha 8 Enterprise Inc	Diego Castro Mesa	alpha8enterprise@outlook.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-09-16 13:44:07
Alpha 8 Enterprise Inc	Diego Castro Mesa	alpha8enterprise@outlook.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-10-10 09:15:03
Alpha 8 Enterprise Inc	Diego Castro Mesa	alpha8enterprise@outlook.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-10-14 12:55:45
Asphalt Millings Inc, d/b/a AMI Recycling & Services	Cary Williams	amirecycle@gmail.com	D. SPECIFICATIONS.pdf	2025-10-07 09:30:31
Asphalt Millings Inc, d/b/a AMI Recycling & Services	Cary Williams	amirecycle@gmail.com	E. OFFEROR FORM.pdf	2025-10-07 09:29:58
Asphalt Millings Inc, d/b/a AMI Recycling & Services	Cary Williams	amirecycle@gmail.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-10-07 09:32:05
BBR Printers	Bo Pomu	Bopomu@outlook.com	A. ADVERTISEMENT PAGE.pdf	2025-09-17 07:41:24
BBR Printers	Bo Pomu	Bopomu@outlook.com	B. GENERAL CONDITIONS.pdf	2025-09-17 07:41:33
BBR Printers	Bo Pomu	Bopomu@outlook.com	C. SPECIAL PROVISIONS.pdf	2025-09-17 07:41:49
BBR Printers	Bo Pomu	Bopomu@outlook.com	D. SPECIFICATIONS.pdf	2025-09-17 07:42:06
BBR Printers	Bo Pomu	Bopomu@outlook.com	E. OFFEROR FORM.pdf	2025-09-17 07:42:22
BBR Printers	Bo Pomu	Bopomu@outlook.com	ADDENDUM 1.pdf	2025-09-25 02:04:24
BBR Printers	Bo Pomu	Bopomu@outlook.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-09-17 07:42:40
Big Jerry's Fencing of Tampa	Vanessa Castro	vcastro@bigjerrysfencing.com	D. SPECIFICATIONS.pdf	2025-09-09 16:38:39
Big Jerry's Fencing of Tampa	Vanessa Castro	vcastro@bigjerrysfencing.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-09-09 16:38:14
Bowes Enterprise L.L.C	Kent Bowes	obowesconstruction@gmail.com	A. ADVERTISEMENT PAGE.pdf	2025-09-15 15:29:37
Bowes Enterprise L.L.C	Kent Bowes	obowesconstruction@gmail.com	B. GENERAL CONDITIONS.pdf	2025-09-15 15:30:28
Bowes Enterprise L.L.C	Kent Bowes	obowesconstruction@gmail.com	D. SPECIFICATIONS.pdf	2025-09-15 15:31:39
BuildCentral Inc	Karen Ericksen	Karen@buildcentral.com	A. ADVERTISEMENT PAGE.pdf	2025-09-15 03:11:17
BuildCentral Inc	Karen Ericksen	Karen@buildcentral.com	B. GENERAL CONDITIONS.pdf	2025-09-15 03:11:17
BuildCentral Inc	Karen Ericksen	Karen@buildcentral.com	C. SPECIAL PROVISIONS.pdf	2025-09-15 03:11:17
BuildCentral Inc	Karen Ericksen	Karen@buildcentral.com	D. SPECIFICATIONS.pdf	2025-09-15 03:11:17
BuildCentral Inc	Karen Ericksen	Karen@buildcentral.com	E. OFFEROR FORM.pdf	2025-09-15 03:11:17
BuildCentral Inc	Karen Ericksen	Karen@buildcentral.com	ADDENDUM 1.pdf	2025-09-24 03:01:52
Carrolls Building Materials	scott carroll	scott@carrollsbuildingmaterials.com	A. ADVERTISEMENT PAGE.pdf	2025-09-10 12:16:58
Carrolls Building Materials	scott carroll	scott@carrollsbuildingmaterials.com	B. GENERAL CONDITIONS.pdf	2025-09-10 12:17:22
Carrolls Building Materials	scott carroll	scott@carrollsbuildingmaterials.com	C. SPECIAL PROVISIONS.pdf	2025-09-10 12:17:36
Carrolls Building Materials	scott carroll	scott@carrollsbuildingmaterials.com	C. SPECIAL PROVISIONS.pdf	2025-09-10 12:17:43
Carrolls Building Materials	scott carroll	scott@carrollsbuildingmaterials.com	C. SPECIAL PROVISIONS.pdf	2025-09-10 12:17:45
Carrolls Building Materials	scott carroll	scott@carrollsbuildingmaterials.com	D. SPECIFICATIONS.pdf	2025-09-10 12:18:09
Carrolls Building Materials	scott carroll	scott@carrollsbuildingmaterials.com	E. OFFEROR FORM.pdf	2025-09-10 12:16:03
Carrolls Building Materials	scott carroll	scott@carrollsbuildingmaterials.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-09-10 12:11:40
Carrolls Building Materials	scott carroll	scott@carrollsbuildingmaterials.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-09-10 12:14:35
Central Florida Transport, LLC	VIolette LaBree	violette@cfltransport.net	A. ADVERTISEMENT PAGE.pdf	2025-09-10 08:02:20
Central Florida Transport, LLC	VIolette LaBree	violette@cfltransport.net	B. GENERAL CONDITIONS.pdf	2025-09-10 08:02:24
Central Florida Transport, LLC	VIolette LaBree	violette@cfltransport.net	C. SPECIAL PROVISIONS.pdf	2025-09-10 08:02:25
Central Florida Transport, LLC	VIolette LaBree	violette@cfltransport.net	D. SPECIFICATIONS.pdf	2025-09-10 08:02:26
Central Florida Transport, LLC	VIolette LaBree	violette@cfltransport.net	E. OFFEROR FORM.pdf	2025-09-10 08:02:28
Central Florida Transport, LLC	VIolette LaBree	violette@cfltransport.net	E. OFFEROR FORM.pdf	2025-09-10 08:03:01
Central Florida Transport, LLC	VIolette LaBree	violette@cfltransport.net	E. OFFEROR FORM.pdf	2025-09-10 08:03:13
Central Florida Transport, LLC	VIolette LaBree	violette@cfltransport.net	E. OFFEROR FORM.pdf	2025-09-10 08:03:16
Central Florida Transport, LLC	VIolette LaBree	violette@cfltransport.net	ADDENDUM 1.pdf	2025-09-18 08:24:35
Central Florida Transport, LLC	VIolette LaBree	violette@cfltransport.net	ADDENDUM 1.pdf	2025-09-18 10:35:48
Central Florida Transport, LLC	VIolette LaBree	violette@cfltransport.net	ADDENDUM 1.pdf	2025-10-02 10:15:23
Central Florida Transport, LLC	VIolette LaBree	violette@cfltransport.net	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-09-18 10:37:00
CJIS GROUP LLC	Ann Herold	Region2@cjisgroup.com	A. ADVERTISEMENT PAGE.pdf	2025-09-24 14:13:58
CJIS GROUP LLC	Ann Herold	Region2@cjisgroup.com	B. GENERAL CONDITIONS.pdf	2025-09-24 14:13:58
CJIS GROUP LLC	Ann Herold	Region2@cjisgroup.com	C. SPECIAL PROVISIONS.pdf	2025-09-24 14:13:58
CJIS GROUP LLC	Ann Herold	Region2@cjisgroup.com	D. SPECIFICATIONS.pdf	2025-09-24 14:13:58
CJIS GROUP LLC	Ann Herold	Region2@cjisgroup.com	E. OFFEROR FORM.pdf	2025-09-24 14:13:58
CJIS GROUP LLC	Ann Herold	Region2@cjisgroup.com	ADDENDUM 1.pdf	2025-09-24 14:13:58
Colossian Home SColoservices	Danny Blanco	danny@colossianshomes.com	A. ADVERTISEMENT PAGE.pdf	2025-10-03 15:15:04
Colossian Home SColoservices	Danny Blanco	danny@colossianshomes.com	B. GENERAL CONDITIONS.pdf	2025-10-03 15:15:04
Colossian Home SColoservices	Danny Blanco	danny@colossianshomes.com	C. SPECIAL PROVISIONS.pdf	2025-10-03 15:15:04
Colossian Home SColoservices	Danny Blanco	danny@colossianshomes.com	D. SPECIFICATIONS.pdf	2025-10-03 15:15:04
Colossian Home SColoservices	Danny Blanco	danny@colossianshomes.com	E. OFFEROR FORM.pdf	2025-10-03 15:15:04
Colossian Home SColoservices	Danny Blanco	danny@colossianshomes.com	ADDENDUM 1.pdf	2025-10-03 15:15:04
Colossian Home SColoservices	Danny Blanco	danny@colossianshomes.com	ADDENDUM 1.pdf	2025-10-08 07:44:28
Colossian Home SColoservices	Danny Blanco	danny@colossianshomes.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-09-09 16:07:12
Colossian Home SColoservices	Danny Blanco	danny@colossianshomes.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-09-09 16:07:13
Constructconnect	Michael Stubbs	content@constructconnect.com	A. ADVERTISEMENT PAGE.pdf	2025-09-10 09:48:28
Constructconnect	Michael Stubbs	content@constructconnect.com	B. GENERAL CONDITIONS.pdf	2025-09-10 09:48:37

Constructconnect	Michael Stubbs	content@constructconnect.com	C. SPECIAL PROVISIONS.pdf	2025-09-10 09:48:52
Constructconnect	Michael Stubbs	content@constructconnect.com	D. SPECIFICATIONS.pdf	2025-09-10 09:49:01
Constructconnect	Michael Stubbs	content@constructconnect.com	E. OFFEROR FORM.pdf	2025-09-10 09:49:07
Constructconnect	Michael Stubbs	content@constructconnect.com	ADDENDUM 1.pdf	2025-09-18 08:05:01
Construction Bid Source	Theresa Gephart	tgephart@constructionbidsource.com	A. ADVERTISEMENT PAGE.pdf	2025-09-11 10:17:48
Construction Bid Source	Theresa Gephart	tgephart@constructionbidsource.com	A. ADVERTISEMENT PAGE.pdf	2025-09-11 10:21:32
Construction Bid Source	Theresa Gephart	tgephart@constructionbidsource.com	B. GENERAL CONDITIONS.pdf	2025-09-11 10:17:57
Deltek	Source Management	sourcemanagement@deltek.com	A. ADVERTISEMENT PAGE.pdf	2025-09-10 09:55:09
Deltek	Source Management	sourcemanagement@deltek.com	A. ADVERTISEMENT PAGE.pdf	2025-09-10 09:55:33
Deltek	Source Management	sourcemanagement@deltek.com	B. GENERAL CONDITIONS.pdf	2025-09-10 09:55:09
Deltek	Source Management	sourcemanagement@deltek.com	B. GENERAL CONDITIONS.pdf	2025-09-10 09:55:33
Deltek	Source Management	sourcemanagement@deltek.com	C. SPECIAL PROVISIONS.pdf	2025-09-10 09:55:09
Deltek	Source Management	sourcemanagement@deltek.com	C. SPECIAL PROVISIONS.pdf	2025-09-10 09:55:33
Deltek	Source Management	sourcemanagement@deltek.com	D. SPECIFICATIONS.pdf	2025-09-10 09:55:09
Deltek	Source Management	sourcemanagement@deltek.com	D. SPECIFICATIONS.pdf	2025-09-10 09:55:33
Deltek	Source Management	sourcemanagement@deltek.com	E. OFFEROR FORM.pdf	2025-09-10 09:55:09
Deltek	Source Management	sourcemanagement@deltek.com	E. OFFEROR FORM.pdf	2025-09-10 09:55:33
Deltek	Source Management	sourcemanagement@deltek.com	ADDENDUM 1.pdf	2025-09-18 11:39:57
Deltek	Source Management	sourcemanagement@deltek.com	ADDENDUM 1.pdf	2025-09-19 08:03:20
Deltek	Source Management	sourcemanagement@deltek.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-09-10 09:55:23
Dodge Data and Analytics	April Hamilton	april.hamilton@construction.com	A. ADVERTISEMENT PAGE.pdf	2025-09-10 13:12:50
Dodge Data and Analytics	April Hamilton	april.hamilton@construction.com	B. GENERAL CONDITIONS.pdf	2025-09-10 13:20:23
Dodge Data and Analytics	April Hamilton	april.hamilton@construction.com	D. SPECIFICATIONS.pdf	2025-09-10 13:21:02
FDLANDSCAPINGCo	Ardalon Arefanyazdi	Ardy@fdhaulingco.com	ADDENDUM 1.pdf	2025-10-01 14:19:19
Garcia Family Farm LLC dba Garcia Mining Company LLC	Kal Daniel	estimating@garciamining.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-09-23 08:48:19
grading, shoulder work, sodding, guardrail	Crystal Marshall	carlimac08@gmail.com	A. ADVERTISEMENT PAGE.pdf	2025-09-11 17:54:45
grading, shoulder work, sodding, guardrail	Crystal Marshall	carlimac08@gmail.com	C. SPECIAL PROVISIONS.pdf	2025-09-11 17:54:59
grading, shoulder work, sodding, guardrail	Crystal Marshall	carlimac08@gmail.com	D. SPECIFICATIONS.pdf	2025-09-11 17:55:25
grading, shoulder work, sodding, guardrail	Crystal Marshall	carlimac08@gmail.com	D. SPECIFICATIONS.pdf	2025-09-16 20:24:54
grading, shoulder work, sodding, guardrail	Crystal Marshall	carlimac08@gmail.com	D. SPECIFICATIONS.pdf	2025-09-16 20:29:00
grading, shoulder work, sodding, guardrail	Crystal Marshall	carlimac08@gmail.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-09-11 17:54:11
Harvey Building LLC	Dale Harvey Jr.	HarveyBuildingCompany@gmail.com	A. ADVERTISEMENT PAGE.pdf	2025-10-07 09:08:23
Harvey Building LLC	Dale Harvey Jr.	HarveyBuildingCompany@gmail.com	B. GENERAL CONDITIONS.pdf	2025-10-07 09:08:55
Harvey Building LLC	Dale Harvey Jr.	HarveyBuildingCompany@gmail.com	C. SPECIAL PROVISIONS.pdf	2025-10-07 09:09:05
Harvey Building LLC	Dale Harvey Jr.	HarveyBuildingCompany@gmail.com	D. SPECIFICATIONS.pdf	2025-10-07 09:09:17
Harvey Building LLC	Dale Harvey Jr.	HarveyBuildingCompany@gmail.com	E. OFFEROR FORM.pdf	2025-10-07 09:09:27
Harvey Building LLC	Dale Harvey Jr.	HarveyBuildingCompany@gmail.com	ADDENDUM 1.pdf	2025-10-07 09:08:38
Harvey Building LLC	Dale Harvey Jr.	HarveyBuildingCompany@gmail.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-10-07 09:09:41
Heritage Landscape Supply Group	Connor Cagle	connor.cagle@fisoutdoor.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-09-22 21:49:55
J & M Materials of Riverview Inc.	Tina Jernigan	jandmmaterials@gmail.com	A. ADVERTISEMENT PAGE.pdf	2025-09-18 10:36:26
J & M Materials of Riverview Inc.	Tina Jernigan	jandmmaterials@gmail.com	B. GENERAL CONDITIONS.pdf	2025-09-18 10:36:26
J & M Materials of Riverview Inc.	Tina Jernigan	jandmmaterials@gmail.com	C. SPECIAL PROVISIONS.pdf	2025-09-18 08:19:31
J & M Materials of Riverview Inc.	Tina Jernigan	jandmmaterials@gmail.com	C. SPECIAL PROVISIONS.pdf	2025-09-18 10:36:26
J & M Materials of Riverview Inc.	Tina Jernigan	jandmmaterials@gmail.com	D. SPECIFICATIONS.pdf	2025-09-18 08:15:17
J & M Materials of Riverview Inc.	Tina Jernigan	jandmmaterials@gmail.com	D. SPECIFICATIONS.pdf	2025-09-18 10:36:26
J & M Materials of Riverview Inc.	Tina Jernigan	jandmmaterials@gmail.com	E. OFFEROR FORM.pdf	2025-09-18 09:18:48
J & M Materials of Riverview Inc.	Tina Jernigan	jandmmaterials@gmail.com	E. OFFEROR FORM.pdf	2025-09-18 10:36:26
J & M Materials of Riverview Inc.	Tina Jernigan	jandmmaterials@gmail.com	E. OFFEROR FORM.pdf	2025-09-18 11:02:56
J & M Materials of Riverview Inc.	Tina Jernigan	jandmmaterials@gmail.com	ADDENDUM 1.pdf	2025-09-18 09:26:44
J & M Materials of Riverview Inc.	Tina Jernigan	jandmmaterials@gmail.com	ADDENDUM 1.pdf	2025-09-18 10:36:26
J & M Materials of Riverview Inc.	Tina Jernigan	jandmmaterials@gmail.com	ADDENDUM 1.pdf	2025-09-18 11:25:04
J & M Materials of Riverview Inc.	Tina Jernigan	jandmmaterials@gmail.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-09-11 09:40:13
J & M Materials of Riverview Inc.	Tina Jernigan	jandmmaterials@gmail.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-09-18 08:13:18
J & M Materials of Riverview Inc.	Tina Jernigan	jandmmaterials@gmail.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-09-18 09:19:20
J & M Materials of Riverview Inc.	Tina Jernigan	jandmmaterials@gmail.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-09-18 09:34:33
JAG TECH ENTERPRISES LLC	Juan de Dios Morillo Ochoa	info@jagtech-usa.com	D. SPECIFICATIONS.pdf	2025-09-10 11:59:20
LinkSystems, LLC	Carlos Martinez	bids@evendorlink.com	A. ADVERTISEMENT PAGE.pdf	2025-09-10 18:27:48
LinkSystems, LLC	Carlos Martinez	bids@evendorlink.com	B. GENERAL CONDITIONS.pdf	2025-09-10 18:27:48
LinkSystems, LLC	Carlos Martinez	bids@evendorlink.com	C. SPECIAL PROVISIONS.pdf	2025-09-10 18:27:48
LinkSystems, LLC	Carlos Martinez	bids@evendorlink.com	D. SPECIFICATIONS.pdf	2025-09-10 18:27:48
LinkSystems, LLC	Carlos Martinez	bids@evendorlink.com	E. OFFEROR FORM.pdf	2025-09-10 18:27:48
LinkSystems, LLC	Carlos Martinez	bids@evendorlink.com	ADDENDUM 1.pdf	2025-09-18 17:30:06
LinkSystems, LLC	Carlos Martinez	bids@evendorlink.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-09-10 18:27:57
MACA TRUCKING LLC	Monteriall Allen	macatruckingco@gmail.com	B. GENERAL CONDITIONS.pdf	2025-09-18 20:14:00
MACA TRUCKING LLC	Monteriall Allen	macatruckingco@gmail.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-09-18 20:06:00
Magnificent Development	David Gil	Info@magnificentdevelopment.com	D. SPECIFICATIONS.pdf	2025-10-09 18:24:09
Magnificent Development	David Gil	Info@magnificentdevelopment.com	ADDENDUM 1.pdf	2025-10-09 18:22:32
Magno Melo Trucking Inc	Elys Melo	magnomelotruckinginc@gmail.com	A. ADVERTISEMENT PAGE.pdf	2025-09-11 17:08:14
Magno Melo Trucking Inc	Elys Melo	magnomelotruckinginc@gmail.com	B. GENERAL CONDITIONS.pdf	2025-09-11 17:08:14
Magno Melo Trucking Inc	Elys Melo	magnomelotruckinginc@gmail.com	C. SPECIAL PROVISIONS.pdf	2025-09-11 17:08:14
Magno Melo Trucking Inc	Elys Melo	magnomelotruckinginc@gmail.com	D. SPECIFICATIONS.pdf	2025-09-11 17:08:14
Magno Melo Trucking Inc	Elys Melo	magnomelotruckinginc@gmail.com	E. OFFEROR FORM.pdf	2025-09-11 17:08:14
Magno Melo Trucking Inc	Elys Melo	magnomelotruckinginc@gmail.com	ADDENDUM 1.pdf	2025-09-19 09:14:58
Magno Melo Trucking Inc	Elys Melo	magnomelotruckinginc@gmail.com	ADDENDUM 1.pdf	2025-10-14 11:33:29
Magno Melo Trucking Inc	Elys Melo	magnomelotruckinginc@gmail.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-09-11 17:08:18
MZB Engineering Inc	Humayun Aziz	info@mzbinc.com	D. SPECIFICATIONS.pdf	2025-10-10 12:40:54
MZB Engineering Inc	Humayun Aziz	info@mzbinc.com	D. SPECIFICATIONS.pdf	2025-10-10 13:05:02
Nerds Inc	Daniel De Graaf	bonfirehub.c2ddo@simplelogin.com	B. GENERAL CONDITIONS.pdf	2025-09-11 11:39:29
Nerds Inc	Daniel De Graaf	bonfirehub.c2ddo@simplelogin.com	C. SPECIAL PROVISIONS.pdf	2025-09-11 11:39:28
Nerds Inc	Daniel De Graaf	bonfirehub.c2ddo@simplelogin.com	D. SPECIFICATIONS.pdf	2025-09-11 11:39:29
Nerds Inc	Daniel De Graaf	bonfirehub.c2ddo@simplelogin.com	E. OFFEROR FORM.pdf	2025-09-11 11:39:28
Nerds Inc	Daniel De Graaf	bonfirehub.c2ddo@simplelogin.com	ADDENDUM 1.pdf	2025-09-18 11:13:19
Pasco County	Diane Pace	dpace@pascocountyfl.net	D. SPECIFICATIONS.pdf	2025-09-30 13:49:04
PAW Materials, Inc. dba PAW Demolition	Derek Wohlfiel	derek@pawdemo.com	A. ADVERTISEMENT PAGE.pdf	2025-09-24 13:36:17

PAW Materials, Inc. dba PAW Demolition	Derek Wohlfiel	derek@pawdemo.com	B. GENERAL CONDITIONS.pdf	2025-09-24 13:38:46
PAW Materials, Inc. dba PAW Demolition	Derek Wohlfiel	derek@pawdemo.com	C. SPECIAL PROVISIONS.pdf	2025-09-24 13:39:16
PAW Materials, Inc. dba PAW Demolition	Derek Wohlfiel	derek@pawdemo.com	D. SPECIFICATIONS.pdf	2025-09-24 13:37:07
PAW Materials, Inc. dba PAW Demolition	Derek Wohlfiel	derek@pawdemo.com	E. OFFEROR FORM.pdf	2025-09-24 13:37:09
PAW Materials, Inc. dba PAW Demolition	Derek Wohlfiel	derek@pawdemo.com	ADDENDUM 1.pdf	2025-09-24 13:36:34
PAW Materials, Inc. dba PAW Demolition	Derek Wohlfiel	derek@pawdemo.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-09-10 14:28:12
PAW Materials, Inc. dba PAW Demolition	Derek Wohlfiel	derek@pawdemo.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-09-24 13:34:09
re	cr cr	arizonacontracts@sharklasers.com	A. ADVERTISEMENT PAGE.pdf	2025-09-16 17:02:22
re	cr cr	arizonacontracts@sharklasers.com	B. GENERAL CONDITIONS.pdf	2025-09-16 17:02:27
re	cr cr	arizonacontracts@sharklasers.com	C. SPECIAL PROVISIONS.pdf	2025-09-16 17:02:11
re	cr cr	arizonacontracts@sharklasers.com	D. SPECIFICATIONS.pdf	2025-09-16 17:02:05
re	cr cr	arizonacontracts@sharklasers.com	E. OFFEROR FORM.pdf	2025-09-16 17:02:16
Seven Blades Lawn & Limb, LLC	Nathan Johnson	sevenblades@rocketmail.com	A. ADVERTISEMENT PAGE.pdf	2025-10-12 12:10:22
SiteOne Landscape Supply	Bids Department	bids@siteone.com	A. ADVERTISEMENT PAGE.pdf	2025-09-10 13:25:55
SiteOne Landscape Supply	Bids Department	bids@siteone.com	B. GENERAL CONDITIONS.pdf	2025-09-10 13:25:55
SiteOne Landscape Supply	Bids Department	bids@siteone.com	C. SPECIAL PROVISIONS.pdf	2025-09-10 13:25:55
SiteOne Landscape Supply	Bids Department	bids@siteone.com	D. SPECIFICATIONS.pdf	2025-09-10 13:25:55
SiteOne Landscape Supply	Bids Department	bids@siteone.com	E. OFFEROR FORM.pdf	2025-09-10 13:25:55
SiteOne Landscape Supply	Bids Department	bids@siteone.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-09-10 13:27:55
Smartprocure Inc	Ron Bjornsson	rbjornsson@smartprocure.us	A. ADVERTISEMENT PAGE.pdf	2025-10-05 06:34:50
Smartprocure Inc	Ron Bjornsson	rbjornsson@smartprocure.us	B. GENERAL CONDITIONS.pdf	2025-10-05 06:34:50
Smartprocure Inc	Ron Bjornsson	rbjornsson@smartprocure.us	C. SPECIAL PROVISIONS.pdf	2025-10-05 06:34:50
Smartprocure Inc	Ron Bjornsson	rbjornsson@smartprocure.us	D. SPECIFICATIONS.pdf	2025-10-05 06:34:50
Smartprocure Inc	Ron Bjornsson	rbjornsson@smartprocure.us	E. OFFEROR FORM.pdf	2025-10-05 06:34:50
Smartprocure Inc	Ron Bjornsson	rbjornsson@smartprocure.us	ADDENDUM 1.pdf	2025-10-05 06:34:50
Southern Construction Industries, Inc.	Blair Johnson	bjohnson@southernconstruction.net	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-10-11 09:12:21
Stewart Materials LLC	Amanda Stewart	amanda@stewartmaterials.com	A. ADVERTISEMENT PAGE.pdf	2025-09-19 08:19:57
Stewart Materials LLC	Amanda Stewart	amanda@stewartmaterials.com	D. SPECIFICATIONS.pdf	2025-09-19 08:20:21
Stewart Materials LLC	Amanda Stewart	amanda@stewartmaterials.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-09-19 08:18:52
TCG Landscaping and Maintenance LLC	Estanis Fernandez	Tcglandscapingllc@gmail.com	ADDENDUM 1.pdf	2025-10-10 00:33:28
TCG Landscaping and Maintenance LLC	Estanis Fernandez	Tcglandscapingllc@gmail.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-10-10 00:35:00
The Kearney Companies, LLC	Paige Wax	pwax@thekearneycompanies.com	A. ADVERTISEMENT PAGE.pdf	2025-09-10 08:02:20
The Kearney Companies, LLC	Paige Wax	pwax@thekearneycompanies.com	B. GENERAL CONDITIONS.pdf	2025-09-10 08:02:20
The Kearney Companies, LLC	Paige Wax	pwax@thekearneycompanies.com	C. SPECIAL PROVISIONS.pdf	2025-09-10 08:02:20
The Kearney Companies, LLC	Paige Wax	pwax@thekearneycompanies.com	D. SPECIFICATIONS.pdf	2025-09-10 08:02:20
The Kearney Companies, LLC	Paige Wax	pwax@thekearneycompanies.com	E. OFFEROR FORM.pdf	2025-09-10 08:02:20
The Kearney Companies, LLC	Paige Wax	pwax@thekearneycompanies.com	ADDENDUM 1.pdf	2025-09-18 08:41:58
The Kearney Companies, LLC	Paige Wax	pwax@thekearneycompanies.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-09-10 08:02:28
True Haul	Rey Garcia	estimating@truehaul.net	A. ADVERTISEMENT PAGE.pdf	2025-09-22 14:29:14
True Haul	Rey Garcia	estimating@truehaul.net	B. GENERAL CONDITIONS.pdf	2025-09-22 14:29:14
True Haul	Rey Garcia	estimating@truehaul.net	C. SPECIAL PROVISIONS.pdf	2025-09-22 14:29:14
True Haul	Rey Garcia	estimating@truehaul.net	D. SPECIFICATIONS.pdf	2025-09-22 14:29:14
True Haul	Rey Garcia	estimating@truehaul.net	E. OFFEROR FORM.pdf	2025-09-22 14:29:14
True Haul	Rey Garcia	estimating@truehaul.net	ADDENDUM 1.pdf	2025-09-22 14:29:14
True Haul	Rey Garcia	estimating@truehaul.net	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-09-22 15:50:23
wiggins hauling & Transfer LLC	RECHARD WIGGINS	dooley813@aol.com	A. ADVERTISEMENT PAGE.pdf	2025-10-07 11:42:06
wiggins hauling & Transfer LLC	RECHARD WIGGINS	dooley813@aol.com	B. GENERAL CONDITIONS.pdf	2025-10-07 11:42:54
wiggins hauling & Transfer LLC	RECHARD WIGGINS	dooley813@aol.com	D. SPECIFICATIONS.pdf	2025-10-07 11:41:19
wiggins hauling & Transfer LLC	RECHARD WIGGINS	dooley813@aol.com	AS NEEDED BEACH SAND FILL MATERIAL (BT-13LP)	2025-10-07 11:43:20
xiaoma	bao cheng	cbc19921215@gmail.com	A. ADVERTISEMENT PAGE.pdf	2025-09-09 17:35:05
xiaoma	bao cheng	cbc19921215@gmail.com	A. ADVERTISEMENT PAGE.pdf	2025-09-09 17:35:09
xiaoma	bao cheng	cbc19921215@gmail.com	A. ADVERTISEMENT PAGE.pdf	2025-09-09 17:35:12
xiaoma	bao cheng	cbc19921215@gmail.com	A. ADVERTISEMENT PAGE.pdf	2025-09-09 17:35:16
xiaoma	bao cheng	cbc19921215@gmail.com	B. GENERAL CONDITIONS.pdf	2025-09-09 17:35:23
xiaoma	bao cheng	cbc19921215@gmail.com	B. GENERAL CONDITIONS.pdf	2025-09-09 17:35:27
xiaoma	bao cheng	cbc19921215@gmail.com	B. GENERAL CONDITIONS.pdf	2025-09-09 17:35:30
xiaoma	bao cheng	cbc19921215@gmail.com	B. GENERAL CONDITIONS.pdf	2025-09-09 17:35:34
xiaoma	bao cheng	cbc19921215@gmail.com	C. SPECIAL PROVISIONS.pdf	2025-09-09 17:35:41
xiaoma	bao cheng	cbc19921215@gmail.com	C. SPECIAL PROVISIONS.pdf	2025-09-09 17:35:46
xiaoma	bao cheng	cbc19921215@gmail.com	C. SPECIAL PROVISIONS.pdf	2025-09-09 17:35:49
xiaoma	bao cheng	cbc19921215@gmail.com	C. SPECIAL PROVISIONS.pdf	2025-09-09 17:35:52
xiaoma	bao cheng	cbc19921215@gmail.com	D. SPECIFICATIONS.pdf	2025-09-09 17:36:00
xiaoma	bao cheng	cbc19921215@gmail.com	D. SPECIFICATIONS.pdf	2025-09-09 17:36:03
xiaoma	bao cheng	cbc19921215@gmail.com	D. SPECIFICATIONS.pdf	2025-09-09 17:36:07
xiaoma	bao cheng	cbc19921215@gmail.com	D. SPECIFICATIONS.pdf	2025-09-09 17:36:10
xiaoma	bao cheng	cbc19921215@gmail.com	E. OFFEROR FORM.pdf	2025-09-09 17:36:18
xiaoma	bao cheng	cbc19921215@gmail.com	E. OFFEROR FORM.pdf	2025-09-09 17:36:22
xiaoma	bao cheng	cbc19921215@gmail.com	E. OFFEROR FORM.pdf	2025-09-09 17:36:25
xiaoma	bao cheng	cbc19921215@gmail.com	E. OFFEROR FORM.pdf	2025-09-09 17:36:28

			Central Florida Transport, LLC		J & M Materials of Riverview Inc.		True Haul	
			$436.90		$893.24		$491.30	
#	Locked	Items	UnitPriceperCubicYard	TotalCost	UnitPriceperCubicYard	TotalCost	UnitPriceperCubicYard	TotalCost
1		Anclote River Park: 1119 Baillies Bluff Road (4)						
#1-1	FALSE	FIVB Standard Beach Sand	$43.15	$43.15	$41.94	**$41.94**	$95.05	$95.05
#1-2	FALSE	Non FIVB Beach Sand- Alternate #1	$44.23	$44.23	$41.94	**$41.94**	No Bid	No Bid
#1-3	FALSE	Non FIVB Beach Sand- Alternate #2	No Bid	No Bid	$41.94	**$41.94**	No Bid	No Bid
#1-4	FALSE	Non FIVB Beach Sand- Alternate #3	No Bid	No Bid	$41.94	**$41.94**	No Bid	No Bid
2		Moon Lake Park: 8985 Lake Dr (4)						
#2-1	FALSE	FIVB Standard Beach Sand	$43.15	**$43.15**	$43.88	$43.88	$103.00	$103.00
#2-2	FALSE	Non FIVB Beach Sand- Alternate #1	$44.23	$44.23	$43.88	**$43.88**	No Bid	No Bid
#2-3	FALSE	Non FIVB Beach Sand- Alternate #2	No Bid	No Bid	$43.88	**$43.88**	No Bid	No Bid
#2-4	FALSE	Non FIVB Beach Sand- Alternate #3	No Bid	No Bid	$43.88	**$43.88**	No Bid	No Bid
3		Robert J. Strickland Memorial Park: 6345 Clark St (4)						
#3-1	FALSE	FIVB Standard Beach Sand	$43.15	**$43.15**	$45.83	$45.83	$98.00	$98.00
#3-2	FALSE	Non FIVB Beach Sand- Alternate #1	$44.23	**$44.23**	$45.83	$45.83	No Bid	No Bid
#3-3	FALSE	Non FIVB Beach Sand- Alternate #2	No Bid	No Bid	$45.83	**$45.83**	No Bid	No Bid
#3-4	FALSE	Non FIVB Beach Sand- Alternate #3	No Bid	No Bid	$45.83	**$45.83**	No Bid	No Bid
4		Robert K. Rees Memoral Park: 3503 Green Key Rd (4)						
#4-1	FALSE	FIVB Standard Beach Sand	$43.15	**$43.15**	$45.83	$45.83	$96.75	$96.75
#4-2	FALSE	Non FIVB Beach Sand- Alternate #1	$44.23	**$44.23**	$45.83	$45.83	No Bid	No Bid
#4-3	FALSE	Non FIVB Beach Sand- Alternate #2	No Bid	No Bid	$45.83	**$45.83**	No Bid	No Bid
#4-4	FALSE	Non FIVB Beach Sand- Alternate #3	No Bid	No Bid	$45.83	**$45.83**	No Bid	No Bid
5		Sunwest Park: 17362 Old Dixie Hwy (4)						
#5-1	FALSE	FIVB Standard Beach Sand	$43.15	**$43.15**	$45.83	$45.83	$98.50	$98.50
#5-2	FALSE	Non FIVB Beach Sand- Alternate #1	$44.23	**$44.23**	$45.83	$45.83	No Bid	No Bid
#5-3	FALSE	Non FIVB Beach Sand- Alternate #2	No Bid	No Bid	$45.83	**$45.83**	No Bid	No Bid
#5-4	FALSE	Non FIVB Beach Sand- Alternate #3	No Bid	No Bid	$45.83	**$45.83**	No Bid	No Bid

Responses

Success: All data is valid!

Status	Bid/No Bid Decision	#	Item	Quantity Required	Numeric: Unit Price per Cubic Yard	Total Cost
Anclote River Park: 1119 Baillies Bluff Road						
Success: All values provided	Bid	#1-1	FIVB Standard Beach Sand	1	$ 43.15	$ 43.15
Success: All values provided	Bid	#1-2	Non FIVB Beach Sand- Alternate #1	1	$ 44.23	$ 44.23
Not Bidding	No Bid	#1-3	Non FIVB Beach Sand- Alternate #2	1		-
Not Bidding	No Bid	#1-4	Non FIVB Beach Sand- Alternate #3	1		-
Basket Total					$ 87.38	$ 87.38
Moon Lake Park: 8985 Lake Dr						
Success: All values provided	Bid	#2-1	FIVB Standard Beach Sand	1	$ 43.15	$ 43.15
Success: All values provided	Bid	#2-2	Non FIVB Beach Sand- Alternate #1	1	$ 44.23	$ 44.23
Not Bidding	No Bid	#2-3	Non FIVB Beach Sand- Alternate #2	1		-
Not Bidding	No Bid	#2-4	Non FIVB Beach Sand- Alternate #3	1		-
Basket Total					$ 87.38	$ 87.38
Robert J. Strickland Memorial Park: 6345 Clark St						
Success: All values provided	Bid	#3-1	FIVB Standard Beach Sand	1	$ 43.15	$ 43.15
Success: All values provided	Bid	#3-2	Non FIVB Beach Sand- Alternate #1	1	$ 44.23	$ 44.23
Not Bidding	No Bid	#3-3	Non FIVB Beach Sand- Alternate #2	1		-
Not Bidding	No Bid	#3-4	Non FIVB Beach Sand- Alternate #3	1		-
Basket Total					$ 87.38	$ 87.38
Robert K. Rees Memoral Park: 3503 Green Key Rd						
Success: All values provided	Bid	#4-1	FIVB Standard Beach Sand	1	$ 43.15	$ 43.15
Success: All values provided	Bid	#4-2	Non FIVB Beach Sand- Alternate #1	1	$ 44.23	$ 44.23
Not Bidding	No Bid	#4-3	Non FIVB Beach Sand- Alternate #2	1		-
Not Bidding	No Bid	#4-4	Non FIVB Beach Sand- Alternate #3	1		-
Basket Total					$ 87.38	$ 87.38
Sunwest Park: 17362 Old Dixie Hwy						
Success: All values provided	Bid	#5-1	FIVB Standard Beach Sand	1	$ 43.15	$ 43.15
Success: All values provided	Bid	#5-2	Non FIVB Beach Sand- Alternate #1	1	$ 44.23	$ 44.23
Not Bidding	No Bid	#5-3	Non FIVB Beach Sand- Alternate #2	1		-
Not Bidding	No Bid	#5-4	Non FIVB Beach Sand- Alternate #3	1		-
Basket Total					$ 87.38	$ 87.38
Grand Total						$ 436.90



Detail by Entity Name

Florida Limited Liability Company
CENTRAL FLORIDA TRANSPORT, LLC

Filing Information

Document Number	L13000014296
FEI/EIN Number	46-1892531
Date Filed	01/28/2013
Effective Date	01/25/2013
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	12/27/2018
Event Effective Date	01/01/2019

Principal Address

511 MULBERRY STREET
COLEMAN, FL 33521

Mailing Address

POST OFFICE BOX 700
COLEMAN, FL 33521

Registered Agent Name & Address

MCLAUGHLIN, PATRICK, II
511 MULBERRY STREET
COLEMAN, FL 33521

Authorized Person(s) Detail

Name & Address

Title MGMR

MCLAUGHLIN, PATRICK, II
511 MULBERRY STREET
COLEMAN, FL 33521

Title MGRM

MCLAUGHLIN, PATRICK "PAT"

PO BOX 1069
COLEMAN, FL 33521

Annual Reports

Report Year	Filed Date
2023	04/06/2023
2024	04/19/2024
2025	04/30/2025

Document Images

04/30/2025 -- ANNUAL REPORT	View image in PDF format
04/19/2024 -- ANNUAL REPORT	View image in PDF format
04/06/2023 -- ANNUAL REPORT	View image in PDF format
04/29/2022 -- ANNUAL REPORT	View image in PDF format
04/23/2021 -- ANNUAL REPORT	View image in PDF format
05/01/2020 -- ANNUAL REPORT	View image in PDF format
04/26/2019 -- ANNUAL REPORT	View image in PDF format
12/27/2018 -- Merger	View image in PDF format
04/25/2018 -- ANNUAL REPORT	View image in PDF format
04/27/2017 -- ANNUAL REPORT	View image in PDF format
04/06/2016 -- ANNUAL REPORT	View image in PDF format
04/24/2015 -- ANNUAL REPORT	View image in PDF format
04/10/2014 -- ANNUAL REPORT	View image in PDF format
04/16/2013 -- LC Amendment	View image in PDF format
01/28/2013 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Responses

Success: All data is valid!

Status	Bid/No Bid Decision	#	Item	Quantity Required	Numeric: Unit Price per Cubic Yard	Total Cost
Anclote River Park: 1119 Baillies Bluff Road						
Success: All values provided	Bid	#1-1	FIVB Standard Beach Sand	1	$ 41.94	$ 41.94
Success: All values provided	Bid	#1-2	Non FIVB Beach Sand- Alternate #1	1	$ 41.94	$ 41.94
Success: All values provided	Bid	#1-3	Non FIVB Beach Sand- Alternate #2	1	$ 41.94	$ 41.94
Success: All values provided	Bid	#1-4	Non FIVB Beach Sand- Alternate #3	1	$ 41.94	$ 41.94
Basket Total					$ 167.76	$ 167.76
Moon Lake Park: 8985 Lake Dr						
Success: All values provided	Bid	#2-1	FIVB Standard Beach Sand	1	$ 43.88	$ 43.88
Success: All values provided	Bid	#2-2	Non FIVB Beach Sand- Alternate #1	1	$ 43.88	$ 43.88
Success: All values provided	Bid	#2-3	Non FIVB Beach Sand- Alternate #2	1	$ 43.88	$ 43.88
Success: All values provided	Bid	#2-4	Non FIVB Beach Sand- Alternate #3	1	$ 43.88	$ 43.88
Basket Total					$ 175.52	$ 175.52
Robert J. Strickland Memorial Park: 6345 Clark St						
Success: All values provided	Bid	#3-1	FIVB Standard Beach Sand	1	$ 45.83	$ 45.83
Success: All values provided	Bid	#3-2	Non FIVB Beach Sand- Alternate #1	1	$ 45.83	$ 45.83
Success: All values provided	Bid	#3-3	Non FIVB Beach Sand- Alternate #2	1	$ 45.83	$ 45.83
Success: All values provided	Bid	#3-4	Non FIVB Beach Sand- Alternate #3	1	$ 45.83	$ 45.83
Basket Total					$ 183.32	$ 183.32
Robert K. Rees Memoral Park: 3503 Green Key Rd						
Success: All values provided	Bid	#4-1	FIVB Standard Beach Sand	1	$ 45.83	$ 45.83
Success: All values provided	Bid	#4-2	Non FIVB Beach Sand- Alternate #1	1	$ 45.83	$ 45.83
Success: All values provided	Bid	#4-3	Non FIVB Beach Sand- Alternate #2	1	$ 45.83	$ 45.83
Success: All values provided	Bid	#4-4	Non FIVB Beach Sand- Alternate #3	1	$ 45.83	$ 45.83
Basket Total					$ 183.32	$ 183.32
Sunwest Park: 17362 Old Dixie Hwy						
Success: All values provided	Bid	#5-1	FIVB Standard Beach Sand	1	$ 45.83	$ 45.83
Success: All values provided	Bid	#5-2	Non FIVB Beach Sand- Alternate #1	1	$ 45.83	$ 45.83
Success: All values provided	Bid	#5-3	Non FIVB Beach Sand- Alternate #2	1	$ 45.83	$ 45.83
Success: All values provided	Bid	#5-4	Non FIVB Beach Sand- Alternate #3	1	$ 45.83	$ 45.83
Basket Total					$ 183.32	$ 183.32
Grand Total						$ 893.24



Detail by Entity Name

Florida Profit Corporation
J & M MATERIALS OF RIVERVIEW, INC.

Filing Information

Document Number	P96000048248
FEI/EIN Number	59-3387607
Date Filed	06/03/1996
Effective Date	06/01/1996
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/06/2019
Event Effective Date	NONE

Principal Address

6321 Muck Pond Rd
Seffner, FL 33584

Changed: 04/15/2013

Mailing Address

6321 Muck Pond Rd
Seffner, FL 33584

Changed: 04/15/2013

Registered Agent Name & Address

Raulerson & Castillo
1907 S Alexander St
Ste# 2
Plant City, FL 33566

Name Changed: 02/02/2021

Address Changed: 02/02/2021

Officer/Director Detail

Name & Address

Title President

JERNIGAN, TINA M
6339 MUCK POND RD
SEFFNER, FL 33584

Title VP

JERNIGAN, JEFFREY L
6339 MUCK POND RD
SEFFNER, FL 33584

Title Director

JERNIGAN, JEFFREY LJR
6339 MUCK POND RD
SEFFNER, FL 33584

Title Officer

Jernigan, James D
6321 Muck Pond Rd
Seffner, FL 33584

Annual Reports

Report Year	Filed Date
2023	01/17/2023
2024	02/01/2024
2025	02/27/2025

Document Images

02/27/2025 -- ANNUAL REPORT	View image in PDF format
02/01/2024 -- ANNUAL REPORT	View image in PDF format
01/17/2023 -- ANNUAL REPORT	View image in PDF format
01/27/2022 -- ANNUAL REPORT	View image in PDF format
02/02/2021 -- ANNUAL REPORT	View image in PDF format
01/16/2020 -- ANNUAL REPORT	View image in PDF format
05/06/2019 -- Amendment	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
02/14/2018 -- ANNUAL REPORT	View image in PDF format
07/26/2017 -- Amendment	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
03/07/2016 -- ANNUAL REPORT	View image in PDF format
03/17/2015 -- ANNUAL REPORT	View image in PDF format
01/13/2014 -- ANNUAL REPORT	View image in PDF format
04/15/2013 -- ANNUAL REPORT	View image in PDF format
01/20/2012 -- ANNUAL REPORT	View image in PDF format
01/13/2011 -- ANNUAL REPORT	View image in PDF format
01/18/2010 -- ANNUAL REPORT	View image in PDF format
03/10/2009 -- CORAPREIWP	View image in PDF format

01/18/2005 -- ANNUAL REPORT	View image in PDF format
09/27/2004 -- ANNUAL REPORT	View image in PDF format
03/03/2003 -- ANNUAL REPORT	View image in PDF format
03/26/2002 -- ANNUAL REPORT	View image in PDF format
10/01/2001 -- ANNUAL REPORT	View image in PDF format
03/21/2000 -- ANNUAL REPORT	View image in PDF format
03/16/1999 -- ANNUAL REPORT	View image in PDF format
03/27/1998 -- ANNUAL REPORT	View image in PDF format
09/11/1997 -- ANNUAL REPORT	View image in PDF format
06/03/1996 -- DOCUMENTS PRIOR TO 1997	View image in PDF format

Florida Department of State, Division of Corporations

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

ADDENDUM TO INVITATION FOR BID

September 18, 2025

TO: Concerned Bidders

RE: Addendum No. 1: **IFB-SP-25-149 AS NEEDED BEACH SAND FILL MATERIAL**

Please make note of the following clarifications regarding the above referenced solicitation:

Question 1: As stated under SPECIFICATIONS / Section 6.0 DELIVERY / 6.3 section: "Vendor shall be responsible for transportation, offloading, and placement of sand at the designed site, unless otherwise directed." If the material is delivered by Dump Trucks with a capacity of 20 tons each, the material can be dumped at the instructed area? Or besides dumping/offloading the material, the vendor is required to have the necessary equipment to spread the material along the delivery areas?

Answer 1: The vendor will not be responsible for spreading the sand. The vendor will be instructed to offload the material as close as possible to the area where the sand will ultimately be spread, while ensuring that park property, such as curbs and sidewalks, are not damaged. Offloading must also avoid excessive rutting or any condition that could cause the vehicle to become stuck. Essentially, the sand will be placed as near to the beach as the truck access safely allows.

By signing the Offeror Information/Certification Form, Bidders are acknowledging receipt of this addendum. Failure to acknowledge receipt of this addendum may be cause for rejection.

I appreciate your kind cooperation and regret any inconvenience this may have caused. If there are any additional questions, please contact the Purchasing Department at (727) 473-0046

Sincerely,

Shawna Pateiro

Shawna Pateiro, NIGP-CPP, CPPB
Buyer

OFFEROR INFORMATION/CERTIFICATION FORM

This form MUST BE:

- **INCLUDED DOWNLOADED, COMPLETED AND UPLOADED INTO BONFIRE WITH OFFEROR'S SUBMISSION**
- **FULLY executed with original authorized signature and notarized signature**

1. "We offer to sell/provide Pasco County, Florida, the above item(s) and/or service(s) at the price(s) stated, in accordance with the terms and conditions contained herein. In addition, the item(s) and/or service(s) offered above meet all specifications contained herein or attached, unless otherwise stipulated by exception. This offer to sell/provide is firm for ninety (90) days."

MUST BE SIGNED BY THE PRESIDENT OF THE CORPORATION, OR A MEMBER OF A MEMBER-MANAGED LIMITED LIABILITY COMPANY, OR THE MANAGER OF A MANAGER-MANAGED LIMITED LIABILITY COMPANY; OR INCLUDE WRITTEN PROOF THAT THE INDIVIDUAL SIGNING HAS THE AUTHORITY TO OBLIGATE THE FIRM.

OFFEROR MUST BE REGISTERED ON SUNBIZ (http://www.sunbiz.org/index.html), FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS.

2. Legal Name of Offeror. Indicate if the Offeror is a Corporation, Joint Venture, Partnership, etc.:

   J & M Materials Of Riverview Inc.

   (This name must match the name on your current W9 Form. The W9 will be requested at the time of award.)

3. Name/title of contact person for the Offeror: Tina Jernigan President

4. Business and mailing address: J & M Materials of Riverview Inc. 6321 Muck Pond Rd Seffner Fl 33584 (If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration)

5. Primary business and mailing address (if different): 6321 Muck Pond Rd Seffner Fl 33584

6. Telephone number: ( ) 813-478-2102 Fax: ( )

   Email Address: jandmmaterials@gmail.com

The above-named Offeror affirms and declares:

A. That the Offeror understands all requirements of this request and states that as a serious Offeror they will comply with all the stipulations included in this request.

B. That the Offeror is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below:

C. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:

D. That the Offeror is not in arrears to the Pasco County Board of County Commissioners upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Pasco County Board of County Commissioners except as expressly stated below:

E. That the Offeror is in compliance with Section 448.095(2), Florida Statutes, requiring Contractor and its Subcontractors to register with and utilize the U.S. Department of Homeland Security's E-Verify program to verify the work authorization status of all newly hired employees and acknowledges that it will be required to maintain such compliance throughout the term of any Contract entered between the parties. The Offeror also confirms that no public employer has terminated a contract with the Offeror for failure to comply with Section 448.095(2), Florida Statutes, within the 12 months preceding the date this Certification Form is signed by the Offeror.

F. That no officer or employee or person whose salary is payable in whole or in part from the County is, will be or become interested, directly, or indirectly, surety or otherwise in this response; in the performance of the resulting contract; in the purchase of supplies, materials, equipment, work and/or labor to which they relate; or in any portion of the profits thereof.

G. That the Offeror has received and carefully examined all Addenda issued prior to uploading its Response and its Response will be in accordance with all Addenda prior to Response Opening.

H. That by submitting a response, the Offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

I. That pursuant to Section 287.087, Florida Statutes, Offerors understands that they may certify in their response that they have implemented a drug free workplace program. If two or more responses are deemed equal, preference will be given in the award process to the Offeror who has furnished such certification with their response.

J. If claiming Local Vendor Preference, the Offeror certifies that they satisfy each of the following criteria at the time of their submission of a response to the solicitation necessary to qualify as a "Local Business": a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such

business; and c) which the vendor, supplier or contractor operates or performs business on a daily basis; and d) has for at least twelve (12) months prior to the bid or proposal opening date; and (e) a copy of their local business tax receipt or qualifies as a business in a neighboring county as listed in the County's Purchasing Ordinance. Post office boxes shall not be used for the purpose of establishing said physical address.

Please put an "X" in the applicable box or mark N/A

_____Local Business located in Pasco County

X_____Business located within Hillsborough, Pinellas, Polk, or Hernando County

This local preference provision is not applicable to those solicitations involving the use of either State or Federal funds as indicated below:

State/Federal Funds Involved: N (Y if applicable, N if not applicable)

Note: If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration.

K. By signing this Certification, I represent that I am of lawful age and have the authority to bind the Offeror for contract purposes. **If someone other than the President of the corporation, or a member of a member-managed limited liability company, or the manager of a manager managed limited liability company, then one of the following must be submitted with this Certification**:

1. If Offeror is a corporation (includes incorporated or company, or abbreviations thereof, in its name), and if other than the President of the corporation is signing this Certification, then one of the following must be submitted with this Certification:

   a. a current corporate resolution naming the officer or person signing this Certificate as authorized to sign contracts on behalf of the company or,

   b. a copy of the Board of Directors' resolution or meeting minutes designating the officer or person signing this Certificate as authorized to sign contracts for the corporation, certified by the secretary of the corporation.

2. If Offeror is a limited liability company, then the following must be submitted with this Certification: a copy of the Operating Agreement of the limited liability company showing that that person signing this Certificate is authorized to sign contracts for the limited liability company.

L. Attached to this response is a copy of the Certificate of Status from the Florida Secretary of State, Division of Corporations, which can be downloaded from https://dos.myflorida.com/sunbiz/search/.

M. Exceptions to any Contract Provisions and Miscellaneous Declarations (attach additional sheets, if necessary):

_____

_____

_____

(The remainder of this page intentionally left blank).

(SIGNATURES FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, this proposal is hereby signed and sealed as of the date indicated.

OFFEROR:

BY: Tina Jernigan
(Authorized Signature in Ink)

Tina Jernigan
(Printed name of Signatory)

President
(Printed Title of Signatory)

9/18/25
(Signature Date)

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
}ss
COUNTY OF Hillsborough }

The foregoing instrument was acknowledged before me on September 18 20 25 by means of:
[X] physical presence, or
[ ] online notarization

[as applicable, complete one (1) of the four (4) choices below]:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Tina Jernigan, who executed the foregoing instrument as [Title] President of [Corporation or Company Name] J+M Materials of Riverview a:
[X] corporation, or
[ ] limited liability company
organized under the laws of [State] Florida, *and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.*

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name] _____ Partner (or Agent), on behalf of [Name of Partnership] _____ _____, a [State] _____ partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] _____, as attorney in fact.

****

Said person is (check one below):
[X] Personally known to me, or
[ ] Has produced _____ as identification.

Linda Grimm
Signature of person taking acknowledgment

[Notary Stamp or Seal]

Linda Grimm
Print Notary's Name
(This line is required to be completed by §117.05, F.S.)

Notary Public State of Florida
Linda Frances Grimm
My Commission HH 486118
Expires 1/29/2028

PASCO COUNTY, FLORIDA

HUMAN TRAFFICKING AFFIDAVIT

Florida law requires completion of this form to execute, renew, or extend a contract with Pasco County (see section 787.06(13), Florida Statutes). This form must be completed by an officer or representative of the company or individual entering into, renewing, or extending a contract with Pasco County.

Under penalty of perjury, I hereby attest that based upon my personal knowledge, the below-named company or individual does not use **coercion**[1] for **labor**[2] or **services**,[3] as those terms are defined in section 787.06, Florida Statutes.

Tina Jernigan
Signature

Tina Jernigan
Printed Name

President
Title

JM Materials of Riverview Inc
Name of Company if applicable

9-18-25
Date

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing Human Trafficking Affidavit is sworn to (or affirmed) and subscribed before me under penalty of perjury by means of ☒ physical presence or ☐ online notarization, this 18 day of Sept, (month) 2025 (year), by Tina Jernigan (name of person making statement).

Linda Grimm
(Signature of Notary Public - State of Florida)

Linda Grimm
(Print Commissioned Name of Notary Public)

☒ Personally Known OR ☐ Produced Identification

Notary Public State of Florida
Linda Frances Grimm
My Commission HH 486118
Expires 1/29/2028

Type of Identification Produced

Definitions

[1] **"Coercion"** means the following:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

[2] **"Labor"** means work of economic or financial value.

[3] **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

OFFEROR INFORMATION/CERTIFICATION FORM

This form MUST BE:

- INCLUDED DOWNLOADED, COMPLETED AND UPLOADED INTO BONFIRE WITH OFFEROR'S SUBMISSION
- FULLY executed with original authorized signature and notarized signature

1. "We offer to sell/provide Pasco County, Florida, the above item(s) and/or service(s) at the price(s) stated, in accordance with the terms and conditions contained herein. In addition, the item(s) and/or service(s) offered above meet all specifications contained herein or attached, unless otherwise stipulated by exception. This offer to sell/provide is firm for ninety (90) days."

MUST BE SIGNED BY THE PRESIDENT OF THE CORPORATION, OR A MEMBER OF A MEMBER-MANAGED LIMITED LIABILITY COMPANY, OR THE MANAGER OF A MANAGER-MANAGED LIMITED LIABILITY COMPANY; OR INCLUDE WRITTEN PROOF THAT THE INDIVIDUAL SIGNING HAS THE AUTHORITY TO OBLIGATE THE FIRM.

OFFEROR MUST BE REGISTERED ON SUNBIZ (http://www.sunbiz.org/index.html), FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS.

2. Legal Name of Offeror. Indicate if the Offeror is a Corporation, Joint Venture, Partnership, etc.:

   Central Florida Transport, LLC

   (This name must match the name on your current W9 Form. The W9 will be requested at the time of award.)

3. Name/title of contact person for the Offeror: Violette LaBree, inside sales

4. Business and mailing address: PO Box 700 Coleman, FL 33521 (If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration)

5. Primary business and mailing address (if different): _____

6. Telephone number: (_)352-748-3941 x2030 Fax: (_) 352-748-6636

   Email Address: violette@cfltransport.net

The above-named Offeror affirms and declares:

A. That the Offeror understands all requirements of this request and states that as a serious Offeror they will comply with all the stipulations included in this request.

B. That the Offeror is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below:

C. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:

D. That the Offeror is not in arrears to the Pasco County Board of County Commissioners upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Pasco County Board of County Commissioners except as expressly stated below:

E. That the Offeror is in compliance with Section 448.095(2), Florida Statutes, requiring Contractor and its Subcontractors to register with and utilize the U.S. Department of Homeland Security's E-Verify program to verify the work authorization status of all newly hired employees and acknowledges that it will be required to maintain such compliance throughout the term of any Contract entered between the parties. The Offeror also confirms that no public employer has terminated a contract with the Offeror for failure to comply with Section 448.095(2), Florida Statutes, within the 12 months preceding the date this Certification Form is signed by the Offeror.

F. That no officer or employee or person whose salary is payable in whole or in part from the County is, will be or become interested, directly, or indirectly, surety or otherwise in this response; in the performance of the resulting contract; in the purchase of supplies, materials, equipment, work and/or labor to which they relate; or in any portion of the profits thereof.

G. That the Offeror has received and carefully examined all Addenda issued prior to uploading its Response and its Response will be in accordance with all Addenda prior to Response Opening.

H. That by submitting a response, the Offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

I. That pursuant to Section 287.087, Florida Statutes, Offerors understands that they may certify in their response that they have implemented a drug free workplace program. If two or more responses are deemed equal, preference will be given in the award process to the Offeror who has furnished such certification with their response.

J. If claiming Local Vendor Preference, the Offeror certifies that they satisfy each of the following criteria at the time of their submission of a response to the solicitation necessary to qualify as a "Local Business": a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such

business; and c) which the vendor, supplier or contractor operates or performs business on a daily basis; and d) has for at least twelve (12) months prior to the bid or proposal opening date; and (e) a copy of their local business tax receipt or qualifies as a business in a neighboring county as listed in the County's Purchasing Ordinance. Post office boxes shall not be used for the purpose of establishing said physical address.

Please put an "X" in the applicable box or mark N/A
N/A Local Business located in Pasco County
N/A Business located within Hillsborough, Pinellas, Polk, or Hernando County

This local preference provision is not applicable to those solicitations involving the use of either State or Federal funds as indicated below:

State/Federal Funds Involved: N (Y if applicable, N if not applicable)

Note: If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration.

K. By signing this Certification, I represent that I am of lawful age and have the authority to bind the Offeror for contract purposes. **If someone other than the President of the corporation, or a member of a member-managed limited liability company, or the manager of a manager managed limited liability company, then one of the following must be submitted with this Certification**:

1. If Offeror is a corporation (includes incorporated or company, or abbreviations thereof, in its name), and if other than the President of the corporation is signing this Certification, then one of the following must be submitted with this Certification:

   a. a current corporate resolution naming the officer or person signing this Certificate as authorized to sign contracts on behalf of the company or,

   b. a copy of the Board of Directors' resolution or meeting minutes designating the officer or person signing this Certificate as authorized to sign contracts for the corporation, certified by the secretary of the corporation.

2. If Offeror is a limited liability company, then the following must be submitted with this Certification: a copy of the Operating Agreement of the limited liability company showing that that person signing this Certificate is authorized to sign contracts for the limited liability company.

L. Attached to this response is a copy of the Certificate of Status from the Florida Secretary of State, Division of Corporations, which can be downloaded from https://dos.myflorida.com/sunbiz/search/.

M. Exceptions to any Contract Provisions and Miscellaneous Declarations (attach additional sheets, if necessary):

_____

_____

_____

(The remainder of this page intentionally left blank).

(SIGNATURES FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, this proposal is hereby signed and sealed as of the date indicated.

OFFEROR:

BY: 
(Authorized Signature in Ink)

Patrick McLaughlin
(Printed name of Signatory)

President
(Printed Title of Signatory)

9/16/25
(Signature Date)

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} ss
COUNTY OF Sumter }

The foregoing instrument was acknowledged before me on Sept 11e, 20 25, by means of:
[✓] **physical presence,** or
[ ] **online notarization**

[as applicable, complete one (1) of the four (4) choices below]:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Patrick McLaughlin, who executed the foregoing instrument as [Title] President of [Corporation or Company Name] Central Florida Transport, LLC, a:
[ ] **corporation,** or
[✓] **limited liability company**
organized under the laws of [State] Florida, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____.

(3) FOR A PARTNERSHIP:

[Name]_____Partner (or Agent), on behalf of [Name of Partnership]_____
_____, a [State] _____partnership.

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name]_____, as attorney in fact.

****

Said person is (check one below):
[✓] **Personally known to me,** or
[ ] **Has produced** _____ **as identification.**

[Notary Stamp or Seal]

VIOLETTE LA BREE
Notary Public - State of Florida
Commission # HH 445785
My Comm. Expires Sep 20, 2027
Bonded through National Notary Assn.

Violette LaBree
Signature of person taking acknowledgment

Violette LaBree
Print Notary's Name

(This line is required to be completed by §117.05, F.S.)

PASCO COUNTY, FLORIDA

HUMAN TRAFFICKING AFFIDAVIT

Florida law requires completion of this form to execute, renew, or extend a contract with Pasco County (see section 787.06(13), Florida Statutes). This form must be completed by an officer or representative of the company or individual entering into, renewing, or extending a contract with Pasco County.

Under penalty of perjury, I hereby attest that based upon my personal knowledge, the below-named company or individual does not use **coercion**[1] for **labor**[2] or **services**,[3] as those terms are defined in section 787.06, Florida Statutes.

Patrick McLaughlin
Signature

Patrick McLaughlin
Printed Name

President
Title

Central Florida Transport, LLC
Name of Company if applicable

9-16-2025
Date

STATE OF FLORIDA

COUNTY OF Sumter

The foregoing Human Trafficking Affidavit is sworn to (or affirmed) and subscribed before me under penalty of perjury by means of ☑ physical presence or ☐ online notarization, this 16 day of Sept, (month) 2025 (year), by Patrick McLaughlin (name of person making statement).

Violette LaBree
(Signature of Notary Public - State of Florida)

Violette LaBree
(Print Commissioned Name of Notary Public)

VIOLETTE LA BREE
Notary Public - State of Florida
Commission # HH 445785
My Comm. Expires Sep 20, 2027
Bonded through National Notary Assn.

☑ Personally Known OR ☐ Produced Identification

Type of Identification Produced

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 5 **FILE NO.:** PRN26-0031 **DATE:** 1/20/2026

SUBJECT: Cooperative Service Agreement – United States Department of Agriculture Animal and Plant Health Inspection Service – Wildlife Management Services – $5,000.00

REFERENCES: Not Applicable

AGENDA SECTION: Consent Agenda

THRU: Catherine Pearson, Assistant County Administrator

FROM: Keith Wiley, Parks, Recreation & Natural Resources Director

RECOMMENDED BOARD ACTION:

Approve the Cooperative Service Agreement ("Agreement") between the United States Department of Agriculture Animal and Plant Health Inspection Service – Wildlife Management Service (“APHIS – WS”) and the County, authorizing APHIS – WS to manage Coyote and Feral Hog populations on Jumping Gully Preserve (“Preserve”). Approve the Work Initiation Document and the Work Initiation Addendum. Authorize the Chairman to sign two (2) provided originals of the Agreement, the Work Initiation Document and the Work Initiation Addendum, and direct Board Records to distribute as set forth in the Distribution section.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

APHIS – WS will be conducting feral hog and coyote mitigation for Pasco County solely on the Preserve. This work is intended to alleviate threats to human health and safety, damage to property and infrastructure, as well as protection of threatened and endangered species (ex. Gopher Tortoise). The feral hog work will be conducted under appropriated funds from the USDA APHIS intended for the monitoring and research of certain wildlife diseases feral hogs may carry, such as African Swine Fever (ASF). The coyote work will be based on a fee of $5,000.00 due from the County. Methods for removal will include cellular activated cameras, live feral hog traps, thermal imagery devices, foot traps and firearms. APHIS – WS personnel will coordinate directly with park management/staff when conducting work on the Preserve. APHIS – WS requests to be the last party to sign the Agreement, Work Initiation Form and Addendum.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding in the amount of $5,000.00 will be budgeted and available in various accounts within the Environmental Lands Management Fund, PRNR - ELAMP account.

DISTRIBUTION:

Board Records to distribute as set forth below:

1. Retain one copy;

2. Mail two originals signed by the Board of County Commissioners (with one to be returned upon signing by USDA APHIS – Wildlife Services) to:

Angelo Tisone, Southwest Assistant District Supervisor
USDA APHIS – Wildlife Services
2820 E. University Avenue
Gainesville, FL 32641

Returned to:
Pasco County Clerk of Court & Comptroller
East Pasco Government Center
Division of Board Records
38053 Live Oak Avenue
Dade City, FL 33523-3805

3. Upon receipt of documents signed by USDA APHIS – Wildlife Services by Board Records, electronically to:

a. Angelo Tisone, Southwest Assistant District Supervisor, USDA APHIS Wildlife Services – Angelo.Tisone@usda.gov

b. Andrea Henry, Land Management Coordinator, Parks Recreation and Natural Resources – ahenry@pascocountyfl.net

ATTACHMENT(S):

1. PRN 26-0031 - Cooperative Service Agreement (Two Originals)
2. PRN26-0031 - Work Initiation Document (Two Originals)
3. PRN26-0031 - Addendum to Work Initiation Document (Two Originals)
4. PRN26-0031 - Jumping Gully Preserve Map

WS Agreement Number:
WBS:
[optional] Cooperator PO: _____

COOPERATIVE SERVICE AGREEMENT
between
Pasco County, Florida (Cooperator) and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

WHEREAS, Pasco County, Florida ("Cooperator") may enter into agreements with other government agencies outside its boundaries for the performance of either agency's authorized functions pursuant to Subsection 125.01(p), Florida Statutes, and

WHEREAS, the United States Department of Agriculture, Animal and Plant Health Inspection Service – Wildlife Services ("APHIS - WS") is granted the authority to contract with State and Local Jurisdictions as well as individuals to manage mammals who are "reservoirs for zoonotic disease," injurious, or a nuisance pursuant to 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, Public L. No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353., and

WHEREAS, the Cooperator's Board of County Commissioners ("Board") finds that Coyotes and Feral Hogs are either injurious, a nuisance or "reservoirs for zoonotic disease," and

WHEREAS, the Cooperator owns real property known as the Jumping Gully Preserve ("Preserve") and the Board finds that the management of Coyote and Feral Hog populations on the Preserve serves the public health, safety, and welfare, and

NOW, THEREFORE, WITNESSETH the Cooperator and APHIS -WS enter into the following Cooperative Service Agreement:

ARTICLE 1

The recitals in the Whereas clauses above are true and accurate and are incorporated herein by reference. The purpose of this Agreement is to cooperate in a wildlife damage management project as described in the attached Work Plan and Financial Plan incorporated herein by reference.

ARTICLE 2

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353., to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife service's involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. The Cooperator will provide payment within 45 days from the date of Cooperator's execution of this Agreement to "USDA, APHIS" in the amount of $5,000.00.

2. The performance of wildlife damage management actions by APHIS-WS under this Agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
3. Nothing in this Agreement shall prevent APHIS-WS from entering into separate Agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this Agreement.
4. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management services that the Cooperator is seeking from APHIS-WS.
5. The performance of wildlife damage management actions by APHIS-WS under this Agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
6. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 5

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise there from.

ARTICLE 6

APHIS-WS assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).
This Agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this Agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

This Agreement shall become effective upon execution and shall continue until 30 November 2026. This Agreement may be extended, amended or terminated at any time by mutual agreement of the parties in writing. The Cooperator's County Administrator is

authorized to extend the term of this Agreement on behalf of the Cooperator. Further, in the event the Cooperator does not, for any reason, provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this Agreement.

As required by Debt Collection Improvement Act of 1996:
Cooperator's Tax ID No. 59-6000793
APHIS-WS's Tax ID No.: 41-0696271

Cooperator Name/signer, Address

Pasco County, Florida
Pasco County Board of County Commissioners
37918 Meridian Avenue
Dade City, FL 33525-3822

APHIS-WS State Office/signer, Address

Parker T. Hall
USDA APHIS Wildlife Services
2820 E. University Ave
Gainesville, FL 32641

See attached signature page

Cooperator's Signature Date

See attached signature page

APHIS-WS State Director's Signature Date

(The remainder of this page is left intentionally blank)

WS Agreement Number:
WBS:
[optional] Cooperator PO: _____

IN WITNESS WHEREOF, the Cooperator and APHIS - WS have executed this Cooperative Service Agreement as of the last date written below.

(SEAL)

ATTEST

By: _____

Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

COOPERATOR
PASCO COUNTY, FLORIDA

BOARD OF COUNTY COMMISIONERS
OF PASCO COUNTY, FLORIDA

By: _____
Jack Mariano, Chairman

Date _____, 20___.

UNITED STATES DEPARTMENT OF AGRICULTURE

ANIMAL PLANT HEALTH INSPECTION SERVICE – WILDLIFE SERVICES

By: _____
Parker T. Hall,
Wildlife Services State Director

Date: _____, 20___.

WS Agreement Number:
WBS:
[optional] Cooperator PO: _____

WORK PLAN

Wildlife Species: Coyotes

Description of Damage: Coyotes are preying upon the state-designated threatened gopher tortoise (*Gopherus polyphemus*) population at the Preserve. In addition, Coyotes are causing a risk to human health and safety at the preserve.

Location: 18812 Fishburne Drive, Spring Hill, FL 34610

Services Provided: USDA APHIS Wildlife Services ("APHIS – WS") will provide staff to remove Coyotes from the Preserve. Primary methods used will include foothold trapping and sharpshooting with thermal imaging equipment. Foothold traps will be removed from the Preserve at the time of taking by APHIS - WS. The Coyote remains will not be removed from the Preserve.

Miscellaneous Provisions:

(1) APHIS – WS is granted a license to enter the Preserve to conduct Feral Hog Mitigation, on the terms and conditions of this Agreement that are not exclusive to taking Coyotes, as Feral Hogs are "reservoirs for zoonotic disease." The Cooperator shall not be obligated to make any payments for Feral Hog Mitigation unless otherwise agreed to in writing. APHIS – WS shall be permitted to take blood samples from the deceased hogs. Foothold traps will be removed from the Preserve at the time of taking by APHIS - WS. Feral Hogs remains will not be removed from the Preserve. The Cooperator's County Administrator may elect to extend only the license granted in this Miscellaneous Provision (1), without extending the right of APHIS-WS to take Coyotes, for up to an additional four one-year terms, subject to the terms and conditions of this Agreement that are not exclusive to taking Coyotes.

(2) APHIS – WS shall not subcontract, delegate, or assign any duties or privileges agreed to pursuant to this Agreement to any third party. APHIS –WS shall perform all the work in the Preserve using its own employees.

(3) APHIS – WS shall operate solely within the Preserve as laid out in the Jumping Gully Preserve Map provided to APHIS – WS by the County, attached hereto and incorporated herein by reference.

(4) Should APHIS – WS determine that the Coyote wildlife management services to be performed pursuant to this Agreement are not compliant with the law, and thus terminate the services, APHIS – WS shall return $5,000.00 if already paid by the Cooperator. If APHIS -WS determines the Coyote wildlife management services to be compliant with the law, but elects to terminate the Coyote services, APHIS – WS shall

return to the Cooperator any unused funds.

(5) APHIS – WS shall remove all traps from the Preserve upon the expiration or termination of this Agreement.

(The remainder of this page is left intentionally blank)

WS Agreement Number:
WBS:
[optional] Cooperator PO: _____

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		$3,529.78
Travel		-
Vehicles		$275.00
Other Services		-
Supplies and Materials		$250.00
Equipment		$250.00
Subtotal (Direct Charges)		$4,304.78
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	Waived
Indirect Costs	16.15%	$695.22
Aviation Flat Rate Collection		
Agreement Total		$5,000.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed: $5,000.00		

Financial Point of Contact/Billing Address:

Cooperator Name, Address, Phone Number, Email	APHIS-WS State Office Name, Address, Phone Number, Email
Andrea L. Henry – Land Management Coordinator	Vielka Dyer – Budget Analyst
Pasco County Parks, Recreation and Natural Resources	USDA APHIS Wildlife Services – FL
4111 Land O' Lakes Blvd, Suite 201	2820 E. University Avenue
Land O' Lakes, FL 34639	Gainesville, FL 32641
(727) 602-5478	(352) 377-5556
ahenry@pascocountyfl.net	Vielka.g.dyer@usda.gov

(The remainder of this page is left intentionally blank)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0579-0335. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

OMB Approved
0579-0335
EXP: 09/2022

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

WORK INITIATION DOCUMENT FOR WILDLIFE DAMAGE MANAGEMENT

SECTION 1

1. WORK INITIATION DOCUMENT NUMBER

2. STATUS
☒ NEW ☐ RENEWAL ☐ NATIONAL WILDLIFE RESEARCH CENTER

3A. TYPE OF WORK INITIATION DOCUMENT *(mark all that apply)*
☐ PRIVATE PROPERTY ☒ NON-PRIVATE PROPERTY ☐ TEMPORARY/CIVIL
☐ ADJACENT LANDOWNER ☐ AMENDMENT TO AN EXISTING WORK INITIATION DOCUMENT

3B. ASSIGN TO THESE SPECIAL GROUPS
(1)
(2)
(3)
(4)

SECTION 2

4. COOPERATOR NAME *(last, first, MI)*
Pasco County, Fl

5. COOPERATOR MAILING ADDRESS
37918 Meridian Ave, Dade City FL 33525

6. COMMON NAME
Pasco County Parks Recreation and Natural Resources

7. COOPERATOR TELEPHONE NUMBER
(727) 847-2411

8. OWNER OR REPRESENTATIVE NAME *(if different from Cooperator)*
Henry, Andrea

9. OWNER OR REPRESENTATIVE TELEPHONE NUMBER
(727) 602-5478

10. OWNER OR REPRESENTATIVE ADDRESS *(if different from Cooperator)*
4111 Land O Lakes Blvd. Suite 201 Land O Lakes, FL 34639

SECTION 3

11. PROPERTY / LAND CLASS INFORMATION	COUNTY	PROPERTY	LAND CLASS	ACRES	12. ADJOINING PROPERTY WID NO.'s	13. TARGETED SPECIES	
A.	Pasco	Jumping Gully	Non-Private	1800	A.	A. Feral Swine	F.
B.					B.	B. Coyotes	G.
C.					C.	C.	H.
D.					D.	D.	I.
E.					E.	E.	J.
STATE	FL		TOTAL ACRES	1800		☐ 14. There are additional targeted species *(complete and attach WS Form 12 Addendum)*	

SECTION 4

15. In consideration of the benefits to be derived from the proper management of damage caused by those species listed in Item 13 (and Item 14 if applicable), I, the undersigned Cooperator or Cooperator's representative, do hereby give my consent and concurrence to the Animal and Plant Health Inspection Service (APHIS) (to include its officials, employees, and agents) to use, upon lands owned, leased, or otherwise controlled by me, and identified by this Work Initiation Document, the following methods and devices (COMPONENTS):

A. Fire arms	B. Helicopter	C. Monitoring Cameras
D. Pre-Bait	E. UAV	F. Live Trap,Feral swine

☒ 16. There are additional methods *(complete and attach WS Form 12 Addendum)*

SECTION 5

17. I, the Cooperator or Cooperator's representative, have been informed of the methods and the manner in which the control materials and devices listed in Section 4 will be used, and of the possible hazards associated with their use. I understand that APHIS (to include its officers, employees, and agents) will exercise reasonable precautions to safeguard all persons to prevent injury to animal life other than those listed in Section 3, Item 13 (and Item 14, if applicable); guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all wildlife damage management operations. I understand that APHIS WS will maintain restricted use pesticide application records on applications made under the Work Initiation Document, and that APHIS WS will provide copies of the records or record information promptly upon the property owner's or cooperator's request. I understand that APHIS WS may collect Global Positioning System (GPS) coordinates at the project site as part of component or activity tracking or as wildlife disease monitoring or research data. As a Lessee, the Cooperator agrees that the lease is current and will remain so while APHIS WS conducts operational activities on the property, and will notify WS if the lease expires or is canceled. The Lessee agrees to notify the landowner about any methods or devices (components) in use by APHIS WS on the property.

SECTION 6

18. In consideration of these understandings and of the benefits to be derived, I, the Cooperator or Cooperator's representative, agree to take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to my property under my control when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place for the purpose of notifying persons entering onto such lands of the possible hazards associated with wildlife damage management measures in use thereon; and to give adequate warning of these possible hazards to persons I authorize to enter onto such lands. Further, in recognition of the benefits to be derived from the use of specified methods and devices authorized by this Work Initiation Document, I, the cooperator or cooperator's representative, agree not to concurrently use or allow to be used upon lands covered by this Work Initiation Document any toxic material that might reasonably be expected to take a species listed above in Section 3, Item 13 (and Item 14, if applicable), unless such use of said toxicant is agreed to by APHIS in writing.

19. SPECIAL CONSIDERATIONS

20A. LANDOWNER, LESSEE, OR ADMINISTRATOR NAME AND TITLE	20B. SIGNATURE	20C. DATE
See attached Signature Page		
21A. APHIS REPRESENTATIVE NAME	21B. SIGNATURE	21C. DATE
21D. APHIS REPRESENTATIVE TELEPHONE NUMBER	21E. STATE OFFICE ADDRESS	

PRIVACY ACT NOTICE

5 U.S.C. 552a(e)(3) requires that each agency that maintains a system of records provide each individual from whom the agency solicits information with the following information.

AUTHORITY FOR REQUESTING INFORMATION

7 U.S.C. 8351 to 8353, and 16 U.S.C. 667, authorizes officers, agents, and employees of the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) to conduct a program of wildlife services and to enter into agreements with States, local jurisdictions, individuals, and public and private agencies, organizations, and institutions for the purpose of conducting such services.

NATURE OF YOUR DISCLOSURE OF INFORMATION

Disclosure of information solicited by USDA, APHIS, Wildlife Services is voluntary.

PRINCIPLE PURPOSE FOR WHICH THE INFORMATION IS SOLICITED

Information is solicited from you for the purpose of executing and implementing agreements for control of wildlife damage.

ROUTINE USES WHICH MAY BE MADE OF THE INFORMATION

(1) To cooperative Federal, State, Tribal, and local government officials, employees, or contractors and other parties as necessary to carry out the program; and other parties engaged to assist in administering the program. Such contractors and other parties will be bound by the nondisclosure provisions of the Privacy Act. This routine use assists the agency in carrying out the program, and thus is compatible with the purpose for which the records are created and maintained;

(2) To the appropriate agency, whether Federal, State, local, Tribal, or foreign, charged with responsibility of investigating or prosecuting a violation of law or of enforcing, implementing, or complying with a statute, rule, regulation, or order issued pursuant thereto, of any record within this system when information available indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and either arising by general statute or particular program statute, or by rule, regulation, or court order issued pursuant thereto;

(3) To the Department of Justice when the agency, or any component thereof, or any employee of the agency in his or her official capacity, or any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee, or the United States, in litigation, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the use of such records by the Department of Justice is deemed by the agency to be relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the Department of Justice is a use of the information contained in the records that is compatible with the purpose for which the records were collected;

(4) For use in a proceeding before a court or adjudicative body before which the agency is authorized to appear, when the agency, or any component thereof, or any employee of the agency in his or her official capacity, or any employee of the agency in his or her individual capacity where the agency has agreed to represent the employee, or the United States, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the agency determines that use of such records is relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the court is a use of the information contained in the records that is compatible with the purpose for which the records were collected;

(5) To appropriate agencies, entities, and persons when the agency suspects or has confirmed that the security or confidentiality of information in the system of records has been compromised; the agency has determined that as a result of the suspected or confirmed compromise, there is a risk of harm to economic or property interests, a risk of identity theft or fraud, or a risk of harm to the security of integrity of this system or other systems or programs (whether maintained by the agency or another agency or entity) that rely upon the compromised information; and the disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with the agency's efforts to respond to the suspected or confirmed compromise and prevent, minimize, or remedy such harm;

(6) To USDA contractors, partner agency employee or contractors, or private industry employed to identify patterns, trends, or anomalies indicative of fraud, waste, or abuse;

(7) To land management agencies, such as the Bureau of Land Management and the U.S. Fish and Wildlife Service, relating to wildlife damage on grazing allotments;

(8) To consumer reporting agencies in accordance with 31 U.S.C. 3711(e);

(9) To Federal, State, Tribal, and local regulatory agencies and their employees and contractors who collaborate with Wildlife Services in implementation of, or agencies that regulate, wildlife management projects or programs, or who have an interest in, or regulate, animal or public health, or national security;

(10) To Federal or State Government-level representatives of the U.S. Environmental Protection Agency, in compliance with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) mandate in 7 U.S.C. 136(f, and i thru l), of the location on a cooperator's property where certain regulated pesticide devices are deployed or regulated pesticides are applied; and

(11) To the National Archives and Records Administration (NARA) or to the General Services Administration for records management inspections conducted under 44 U.S.C. 2904 and 2906.

EFFECTS OF FAILURE TO FURNISH INFORMATION

Failure to provide the solicited information will not subject you to penalties or adverse consequences.

Signature Page to Work Initiation Document

Pasco County – Jumping Gulley Preserve

20A. ATTEST (Seal) _____ Nikki Alvarez-Sowles, Esq. Clerk of the Court & Comptroller	Pasco County, Florida Board of County Commissioners By: _____ Name: _____ Title: Chairman Date: _____

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0579-0335. The time required to complete this information collection is estimated to average 1 minute per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

OMB Approved
0579-0335
EXP: 09/2022

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

ADDENDUM TO A WORK INITIATION DOCUMENT

INSTRUCTIONS

1. In Items 1-3, enter the number of the Work Initiation Document for which this addendum is completed, as well as the agreement name and county located.
2. In Items 4-6, enter the Cooperator's name and telephone number, and the date the addendum is prepared.
3. In Items 7 and 8, enter the additional species that will be addressed and additional components to be used.
4. In Items 9 and 10, enter the Cooperator's and WS Employee's signatures and dates signed.
5. Attach to and distribute with the WS Form 12A or 12B work initiation document.

1. WORK INITIATION DOCUMENT NO.	2. AGREEMENT NAME Cooperative Services Agreement between Pasco County, Florida and USDA APHIS-WS	3. COUNTY Pasco
4. COOPERATOR NAME Pasco County, Florida	5. TELEPHONE NUMBER (727) 847-2411	6. DATE *(MM DD YYYY)*

7. ADDITIONAL TARGETED SPECIES

K.	S.	AA.
L.	T.	BB.
M.	U.	CC.
N.	V.	DD.
O.	W.	EE.
P.	X.	FF.
Q.	Y.	GG.
R.	Z.	HH.

8. ADDITIONAL COMPONENTS TO BE USED

G. Traps, Foothold	O.	W.
H. Vehicles (All)	P.	X.
I. Calling Devices, Electronic	Q.	Y.
J.	R.	Z.
K.	S.	AA.
L.	T.	BB.
M.	U.	CC.
N.	V.	DD.

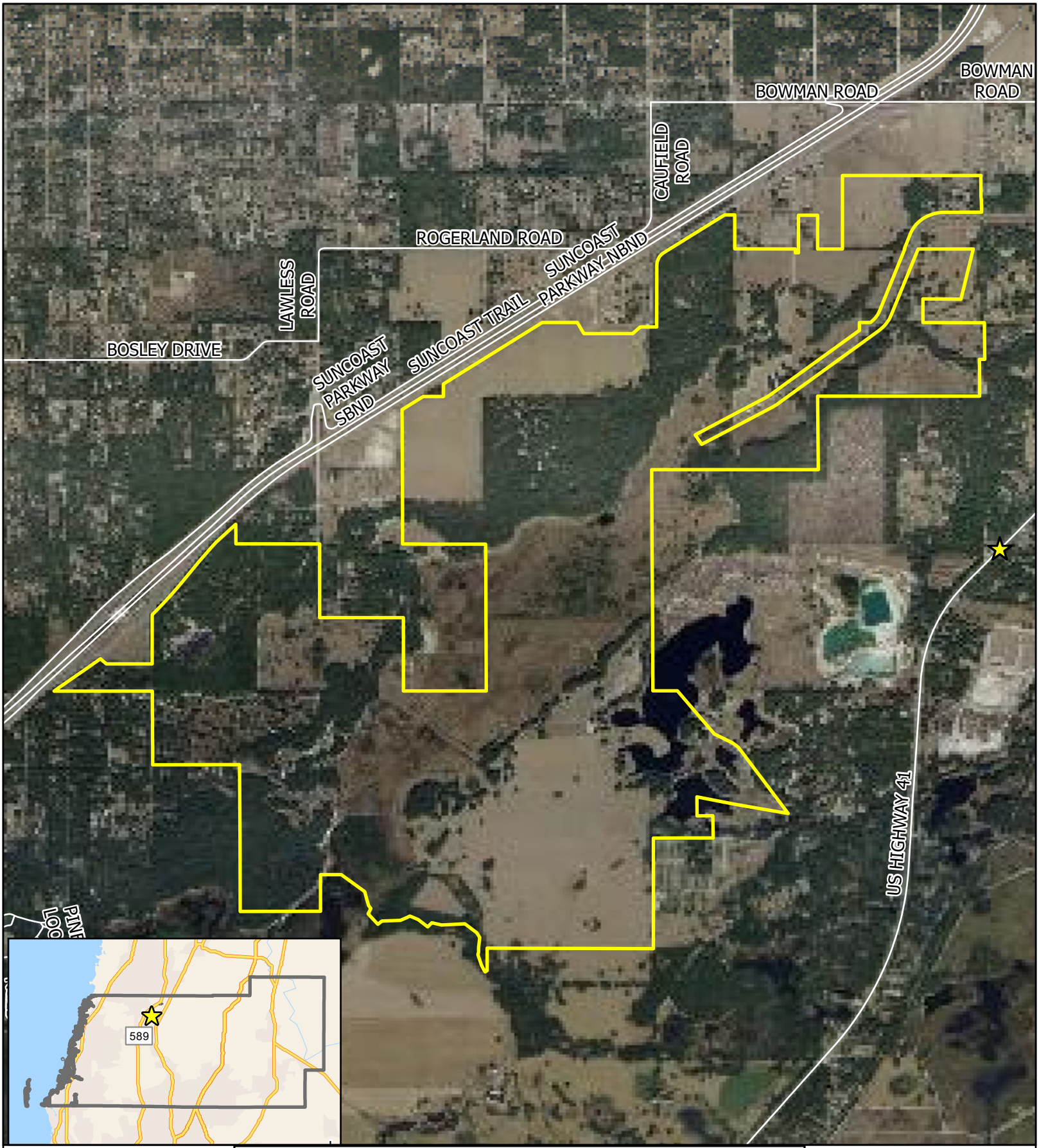
9A. LANDOWNER, LESSEE, OR ADMINISTRATOR SIGNATURE	9B. DATE See Attached Signature Page
10A. APHIS WS REPRESENTATIVE SIGNATURE	10B. DATE

WS FORM 12 ADDENDUM
OCT 2017

Signature Page to Work Initiation Addendum Document

Pasco County – Jumping Gulley Preserve

9A. ATTEST (Seal) _____ Nikki Alvarez-Sowles, Esq. Clerk of the Court & Comptroller	Pasco County, Florida Board of County Commissioners By: _____ Name: _____ Title: Chairman Date: _____



Jumping Gully Preserve

Preserve Boundary

N
W E
S

0 1,500 3,000 Feet

Parks, Recreation, and Natural Resources

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 5 **FILE NO.:** PRN26-0036 **DATE:** 1/20/2026

SUBJECT: Addition of the Sea Pines Drive Property, Parcel ID Nos. 22-24-16-0000-00300-0000, 23-24-16-0000-00600-0000, and 23-24-16-0000-00300-0000 – Parks, Recreation, and Natural Resources Department – Environmental Lands Acquisition and Management Program Acquisition List – No Funding Required

REFERENCES: Resolution No. 04-233

AGENDA SECTION: Consent Agenda

THRU: Catherine Pearson, Assistant County Administrator

FROM: Keith Wiley, Parks, Recreation & Natural Resources Director

RECOMMENDED BOARD ACTION:

Approve the addition of the Sea Pines Drive property, Parcel ID Nos. 22-24-16-0000-00300-0000, 23-24-16-0000-00600-0000, and 23-24-16-0000-00300-0000, to the Environmental Lands Acquisition and Management Program (ELAMP) Acquisition List, thereby authorizing the Natural Resources Division to proceed with the ELAMP acquisition process.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On July 27, 2004, the Board of County Commissioners of Pasco County, Florida (BCC) approved a resolution which established the ELAMP, the Environmental Lands Acquisition Selection Committee (ELASC), and a process for the review of properties nominated for protection through the ELAMP.

The Sea Pines Drive property was nominated for protection through ELAMP by the owners, FF Florida Southern Holdings, LLLP and Bellew Investment Properties, L.L.C., in August 2025. The owners are interested in selling the property to Pasco County for fee simple interest. The nominated property is approximately 218 acres and is identified as Pasco County Parcel ID Nos. 22-24-16-0000-00300-0000, 23-24-16-0000-00600-0000, and 23-24-16-0000-00300-0000.

The property is located along Sea Pines Drive, U.S. Highway 19, and Old Dixie Highway, and is adjacent to the Weeki Wachee Preserve and the Coastal Marshes Ecological Planning Unit. This acquisition would connect to the more than 12,820 contiguous acres of Weeki Wachee Preserve conservation land which extends north along Florida's Nature Coast.

The property consists of eight (8) different land cover types: Pine Flatwoods, Stream and Lake Swamps (Bottomland), Residential Medium Density, Freshwater Marshes, Reservoirs, Commercial and Services, Open Land, and Upland Hardwood-Coniferous Mix. The property is zoned Master Planned Unit Development and General Commercial, with Future Land Use designations of Residential-6 and Retail/Office/Residential.

The ELASC conducted their initial review of the subject property on September 10, 2025, and voted for Acceptance for Further Review, calling for the Scientific

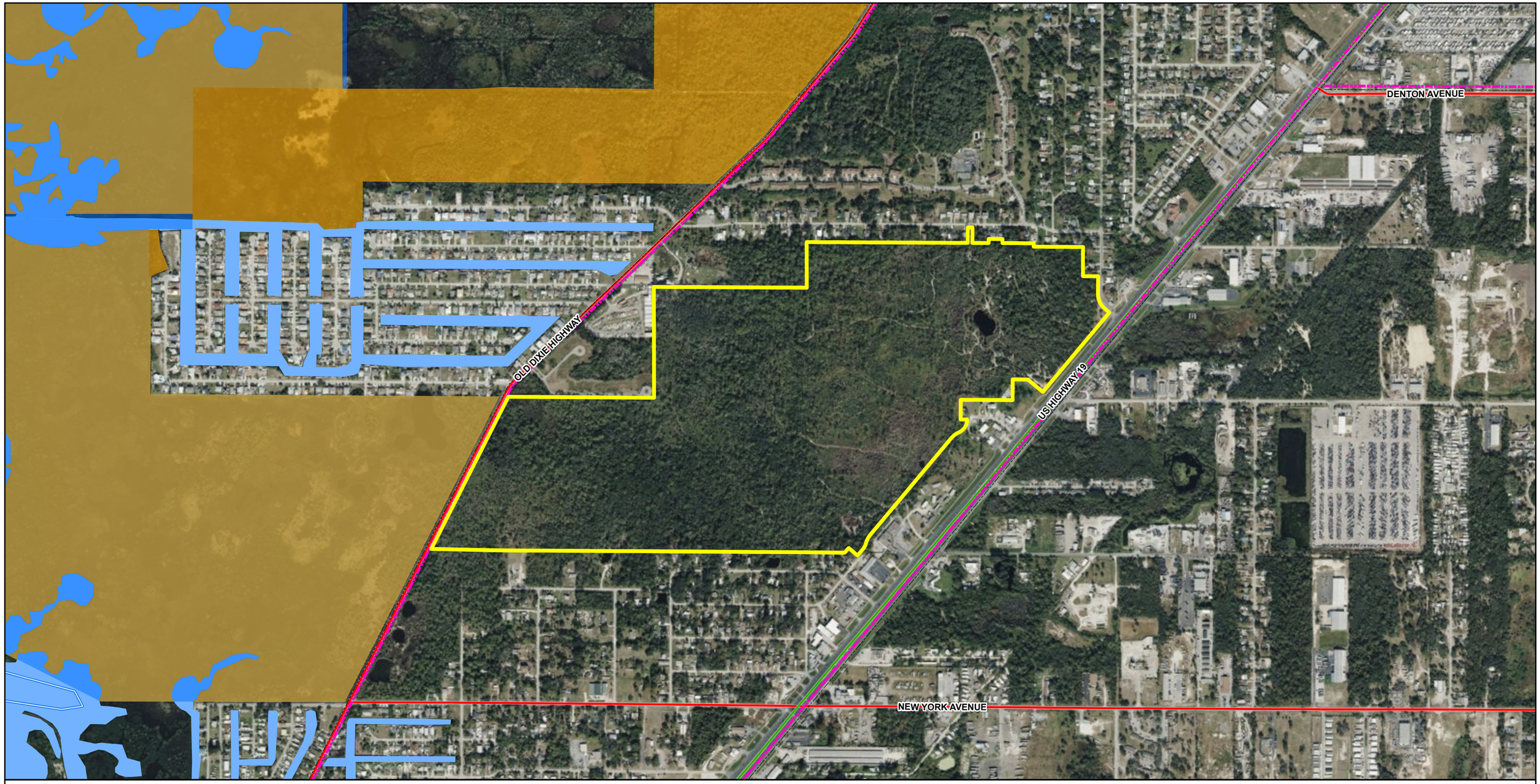
Subcommittee members to conduct a site review of the property. The results of that review were presented to the ELASC on November 12, 2025, and the average score for the site review was 51.24 out of 80. ELASC voted to recommend that the property be added to the ELAMP Acquisition List.

It is requested that the BCC consider the ELASC's recommendation to add the Sea Pines Drive property to the ELAMP Acquisition List. This action shall authorize the Natural Resources Conservation Division to proceed with the acquisition process but does not guarantee acquisition. If ELAMP is successful in its negotiations, the BCC will be asked to consider the resulting Agreement for Sale and Purchase of Interest for Fee Simple Acquisition at a later date.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action.

DISTRIBUTION:
Not applicable.

ATTACHMENT(S):
1. PRN26-0036 - Greenways, Trails, and Blueways Map
2. PRN26-0036 - Location Map With Conservation Linkages
3. PRN26-0036 - Aerial Map
4. PRN26-0036 - ELAMP Narrative



N

0 800 1600

Feet

Greenways, Trails, and Blueways

- Conceptual Trails / Planned
- Existing Blueways
- Existing Trails
- Existing Trails (unpaved)
- Funded Trails

Subject Property
219.037 Acres (Approx.)

- Ecological Corridor
- State Lands
- Public Lands

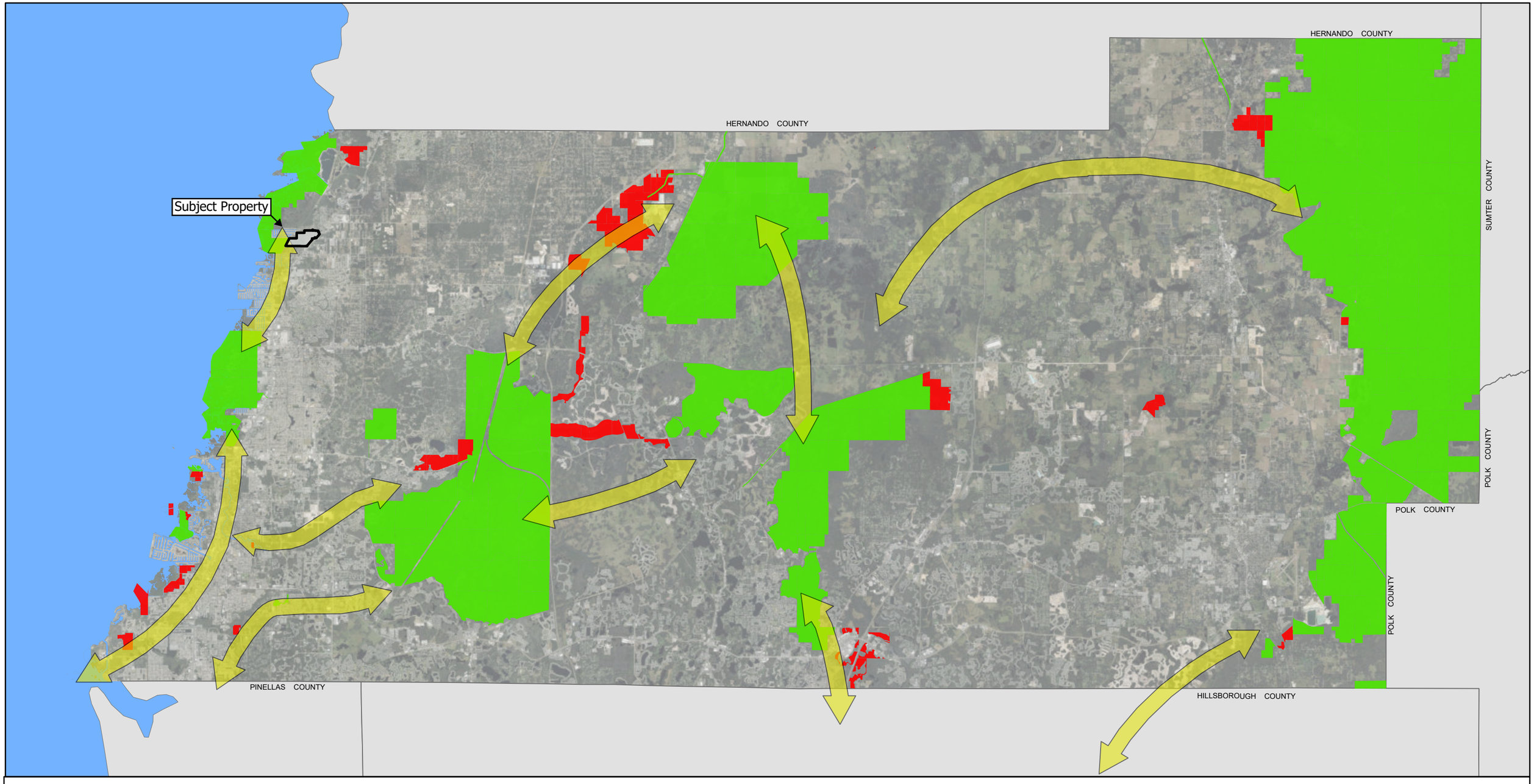
Sea Pines Drive Property
GWTBW MAP

PASCO COUNTY FLORIDA

Pasco County
Natural Resources

This map is intended for informational purposes only. The data contained herein is not collected under the supervision of, or approved by a licensed surveyor. It is not intended to be used for legal purposes.

Date Saved: 7/2/2025 10:22 AM Author: jdaniel
ELAMP\Properties\Sea Pines Drive\Sea Pines Drive_GWTBW.pagx



N

0 3 6

Miles

Conservation Linkages
State Conservation Lands
Acquired
Subject Property

219.037 Acres (Approx.)

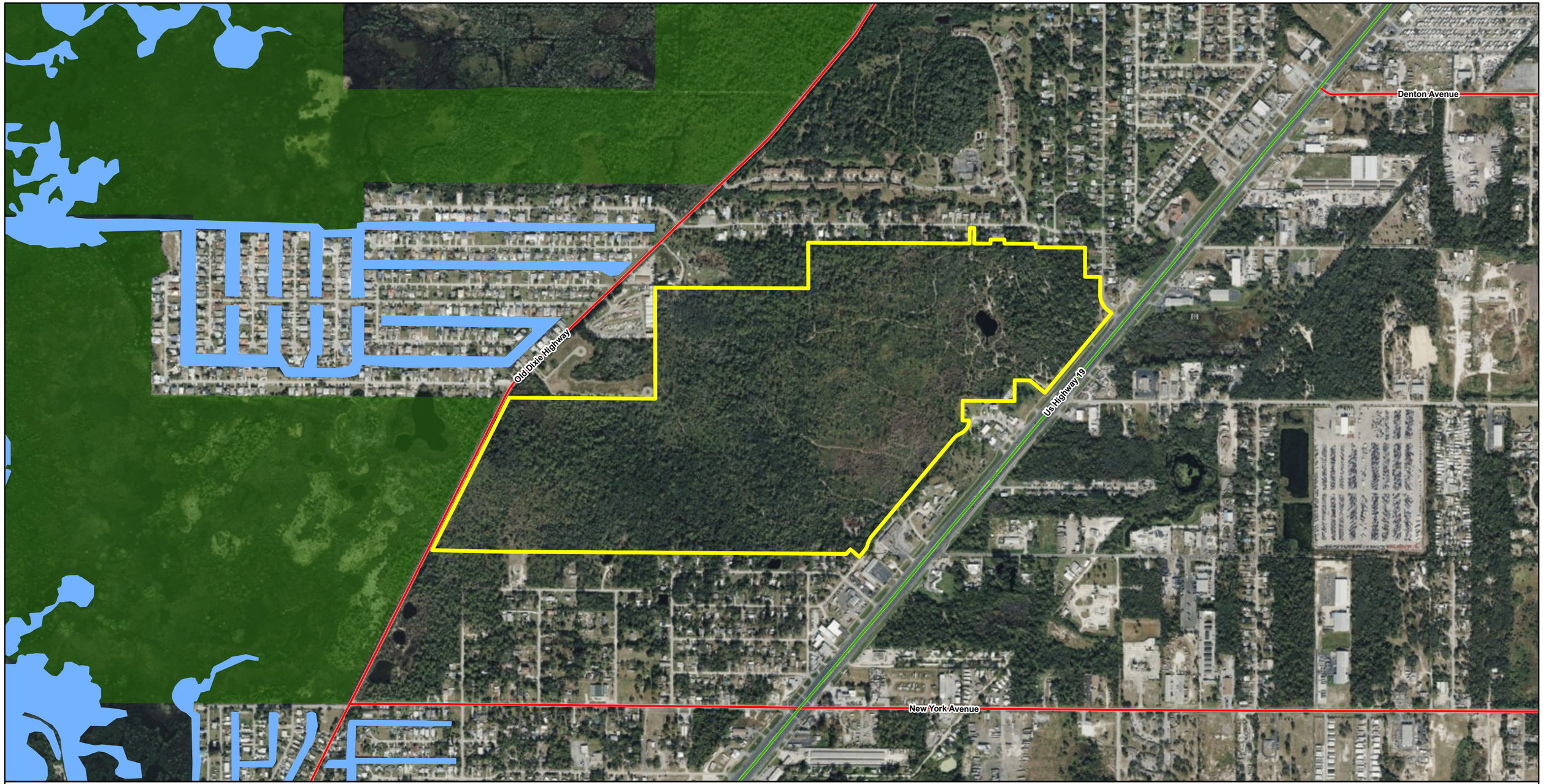
Sea Pines Drive Property
LOCATION MAP

PASCO COUNTY FLORIDA

Pasco County
Natural Resources

This map is intended for informational purposes only. The data contained herein is not collected under the supervision of, or approved by a licensed surveyor. It is not intended to be used for legal purposes.

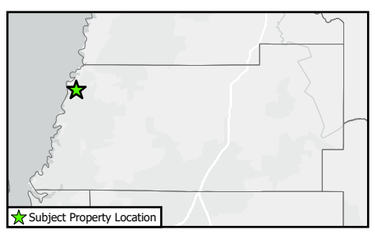
Date Saved: 7/2/2025 10:22 AM Author: jdaniel
ELAMP\Properties\Sea Pines Drive\Sea Pines Drive_ARROWS.pagx



N

0 800 1600

Feet



Ecological Corridor
Other Public Lands
Acquisition List
State Lands
Subject Property

219.037 Acres (Approx.)

Sea Pines Drive Property
LOCATION AERIAL MAP

PASCO COUNTY FLORIDA

Pasco County
Natural Resources

This map is intended for informational purposes only. The data contained herein is not collected under the supervision of, or approved by a licensed surveyor. It is not intended to be used for legal purposes.

Date Saved: 7/2/2025 10:22 AM Author: jdaniel
ELAMP/Properties/Sea Pines Drive/Sea Pines Drive_AERIAL.pagx

PASCO COUNTY BOCC
ENVIRONMENTAL LANDS ACQUISITION AND MANAGEMENT PROGRAM (ELAMP)

Sea Pines Drive



Produced by:
Taylor Hays-Lankford- Biologist I

Abstract: The Sea Pines Drive property was nominated for acquisition by the representative in July 2025. The property consists of 3 parcels, with approximately 219 acres.

Table of Contents

General Description of the Sea Pines Drive Property 3

Land Use Land Cover (LULC) Map 3

Soil Information 7

Water and Wetlands 7

Current Zoning 11

Future Land Use (FLU) 11

Flood Zones 11

ELAMP Score Specific Information 17

Relationship to ELAMP Study (Index) Map 17

Edge Effect 17

Natural Community 20

Habitat Quality and Disturbance 20

Integrated Wildlife Habitat Ranking System 20

Floral and Faunal Functions 22

Biodiversity 22

Critical Land Identification Project (CLIP) 22

Water Resources/Wetlands 23

Water Quality 23

Adequate Buffer to the Wetlands 23

Aquifer Recharge Map 26

Unique Geological Resources 26

Long term Management Requirements 26

Consistency with Larger ELAMP Objectives 28

General Description of the Sea Pines Drive Property

The Sea Pines Drive Property **(Figure 1: Location Map)** is approximately 219 acres and is located west of US-19, and east of Southwest Florida Water Management District (SWFWMD) property.

The nominated property is composed of 8 land cover classifications, 4 soil types, and contains approximately 46 acres of wetlands.

Land Use Land Cover (LULC) Map

The Land Use/Land Cover data map is a representation of the various land cover types, and some natural plant communities, within a property. The data is drawn from the Florida land Use Land Cover System created by Southwest Florida Water Management District (SWFWMD) in 1999 **(Figure 2: LULC Map)**.

The Sea Pines Drive property consists of 8 different land cover types: 1) Pine Flatwoods, 2) Stream and Lake Swamps (Bottomland), 3) Residential Medium Density, 4) Freshwater Marshes, 5) Reservoirs, 6) Commercial and Services, 7) Open Land, 8) Upland Hardwood-Coniferous Mix. All subsequent descriptions are from *2014 South Florida Water Management District (SFWMD) Photointerpretation Key*, published by SFWMD.

1) **Pine Flatwoods (FLUCC ID 4110) (164.13 acres)** – "This class includes pine communities of a mostly open canopy with scrub and herbaceous understories but generally with at least 10% pine trees with as much as 90% a mixture of herbaceous and shrubs."
2) **Stream and Lake Swamps (Bottomland) (FLUCC ID 6150) (47.15 acres)** – "Stream and Lake Swamps (Bottomland) are those wetland areas which are usually found on but not restricted to river, creek, and lake floodplain or overflow areas."
3) **Residential Medium Density (FLUCC ID 1200) (3.67 acres)** – "This category represents Medium Density Residential housing not associated with agricultural activities. These will generally include between two and five dwellings per acre. This classification includes fixed single-family units, mobile home units, and mixed units (fixed and mobile home units), urban subdivisions, new developments, and trailer parks with scattered occupancy."
4) **Freshwater Marshes (FLUCC ID 6410) (2.85 acres)- "**This class is used for wetlands communities characterized by herbaceous plant species that occur on sites where surface water is present for extended periods during the growing season but is absent by the end of the growing season in most years. Freshwater marshes tend to be open expanses of grasses, sedges, rushes, and other types of herbaceous plants. Periods of inundation are intermediate between deep marshes (emergent aquatic 6440) and wet prairies (6430) - sites are usually covered with water at least two months of the year and undergo prolonged periods of soil saturation. Freshwater marshes occur on flat, low-lying areas subject to prolonged seasonal flooding and occasional fire. They are found adjacent to slow-moving streams, along edges of lakes or ponds, or in tidally influenced freshwater areas."
5) **Reservoirs (FLUCC ID 5300) (0.7 acres)** – "Reservoirs are artificial impoundments of water. They are used for irrigation, flood control, municipal and rural water supplies, recreation and hydro-

electric power generation. Dams, levees, other water control structures, or the excavation itself usually will be evident to aid in the identification."

6) **Commercial and Services (FLUCC ID 1400) (0.27 acres)** – "Commercial areas are predominantly associated with the distribution of products and services. This category is composed of a large number of individual types of commercial land uses which often occur in complex mixtures. Included are shopping centers and commercial strip developments. These areas have distinctive patterns which are readily identifiable in aerial photographs. It also includes commercial resorts catering to tourists and vacationers. Resorts are difficult to identify on aerial photography and often contain recreational facilities such as swimming pools and ball courts. Also included in the 1400 class are warehouses, junk yards, campgrounds and amusement parks."
7) **Open Land (FLUCC ID 1900) (0.15 acres)** – "This category includes undeveloped land within urban areas. Open Land normally does not exhibit any structures or any indication of intended use. Often, urban inactive land may be in a transitional state and ultimately will be developed into one of the typical urban land uses. Although at the time of the inventory, the intended use may be impossible to determine from aerial photo interpretation alone"
8) **Hardwood Conifer Mixed (FLUCC ID 4340) (0.12 acres)-** "This class includes those forested areas in which neither upland conifers nor hardwoods achieve 67% crown canopy dominance. The 4340 code is applied when the area cannot be broken down into individual hardwood or conifer species"

Figure 1: Location Map

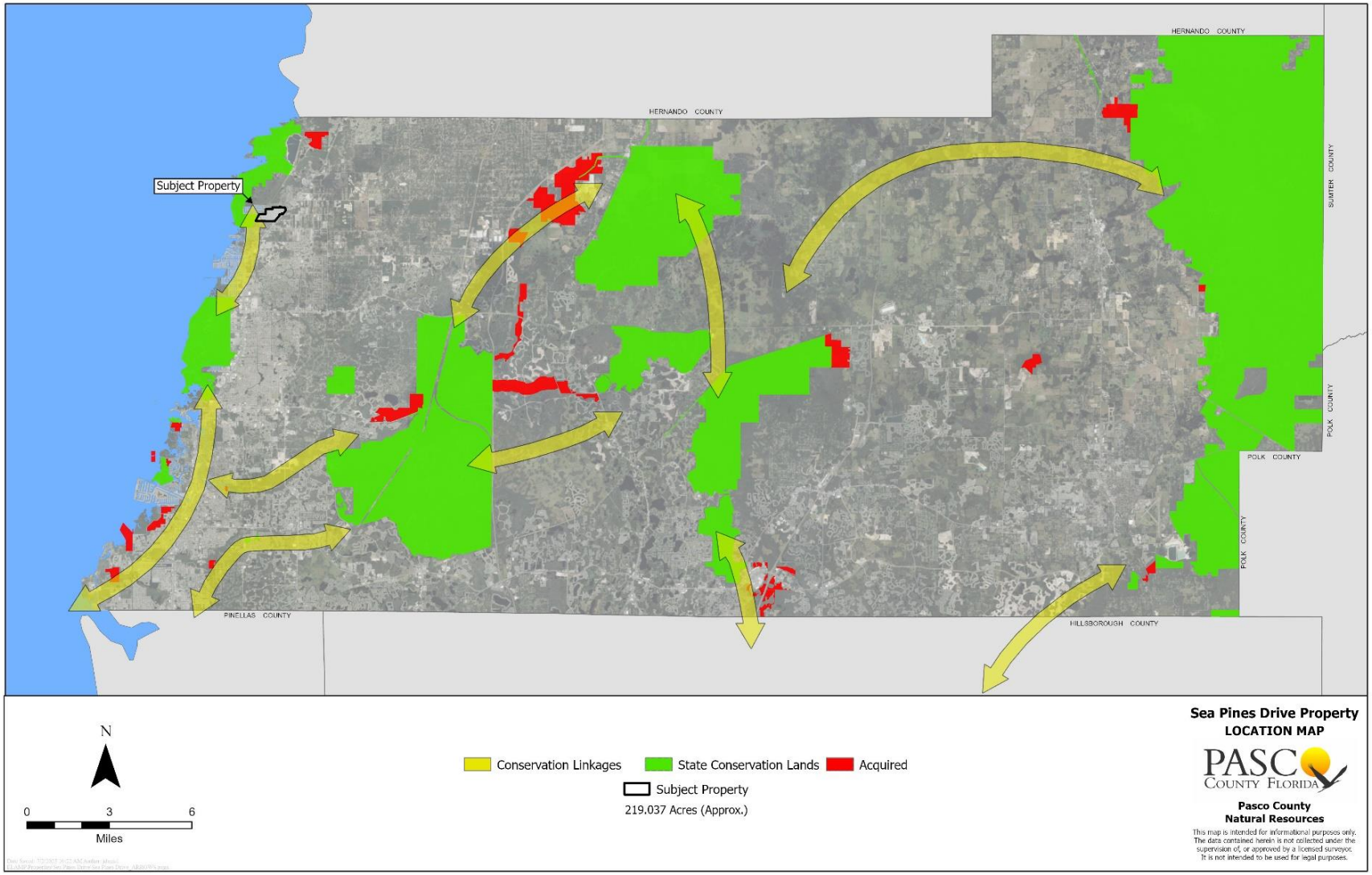
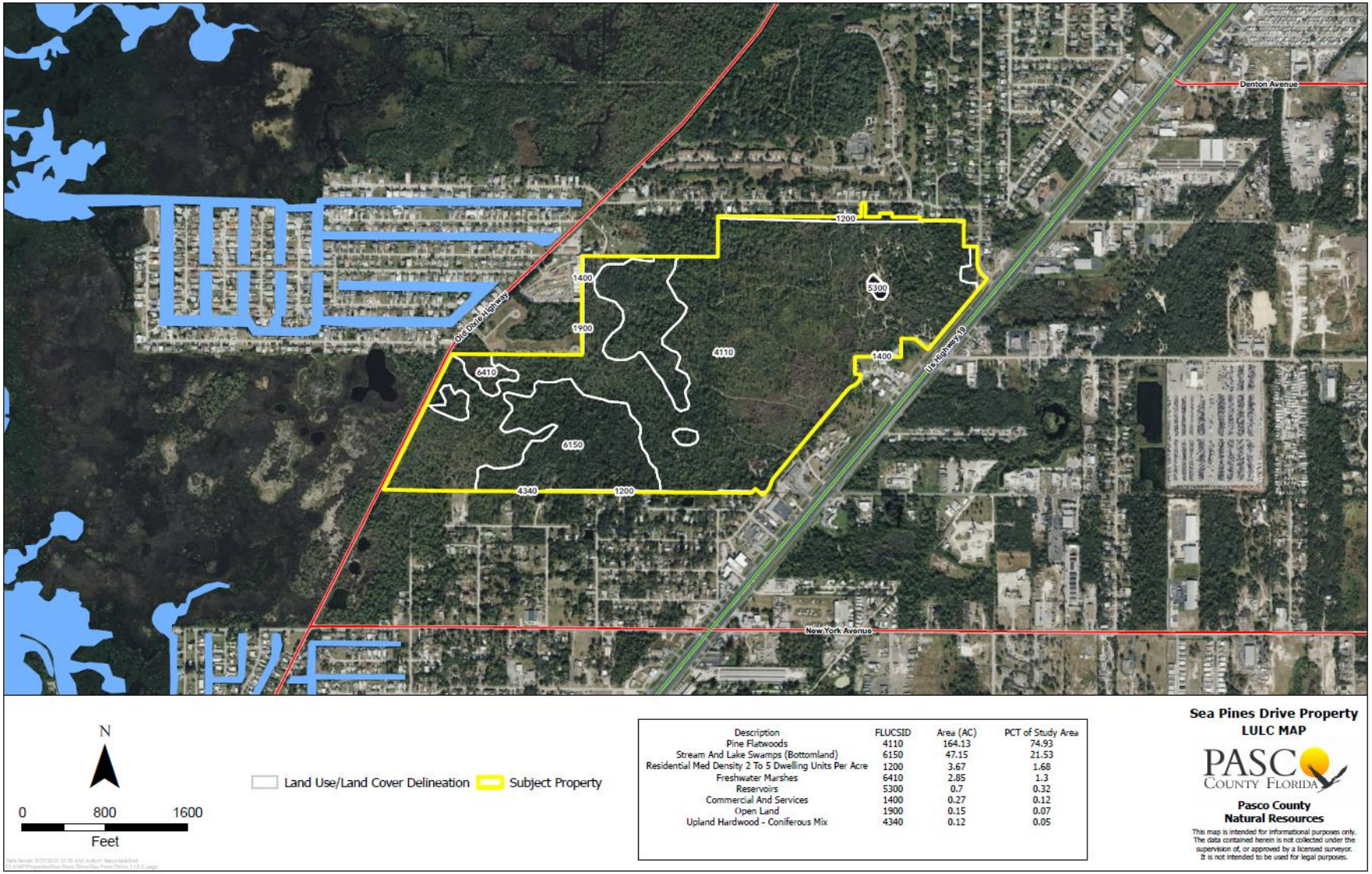


Figure 2: LULC Map



Soil Information

The Sea Pines Drive property contains 4 different soil types: **(Figure 3: Soils Map):** 1) Jonesville Fine Sand: 0 to 5 percent slopes, 2) Wabasso Variant Fine Sand, 3) Adamsville Fine Sand, 4) Aripeka Fine Sand. The data for the soil map was taken from the *Soil survey of Pasco County*, produced by United States Department of Agriculture Soil Conservation Service in cooperation with University of Florida, Institute of Food and Agriculture Sciences Agriculture Experiment Stations, Soil Science Department, and Florida Department of Agriculture and Consumer Services.

1) **Jonesville fine sand: 0 to 5 percent slopes –** This nearly level to gently sloping, well-drained soil is on the uplands. Individual areas are irregular in shape and commonly are somewhat long and narrow. Areas of this soil are in the western part of the county, slightly inland from the coast. They tend to parallel the coastline. Slopes are smooth to concave. Typically, the surface layer is dark gray fine sand about 4 inches thick. The subsurface layer is fine sand about 18 inches thick. It is gray in the upper 6 inches, light gray in the next 6 inches, and light yellowish brown in the lower 6 inches. The subsoil is about 6 inches thick. It is brownish yellow sandy clay loam. The substratum is soft limestone.
2) **Wabasso variant fine sand –** This nearly level, poorly drained soil is in the flatwoods. Individual areas are relatively long and narrow. Areas of this soil occur in two parts of the county. The largest areas are west of Highway 19. These are rapidly being reduced in extent by mining operations for limestone. The other areas of this soil are in the Withlacoochee State Forest in the northeastern part of the county. Here, delineations are small and scattered. Slopes range from O to 2 percent. Typically, the surface layer is fine sand about 9 inches thick. It is black in the upper 4 inches and dark gray in the lower 5 inches. The subsurface layer is gray fine sand about 7 inches thick. The upper part of the subsoil is fine sand about 10 inches thick. It is dark reddish brown in the upper 3 inches, dark brown in the next 4 inches, and brown in the lower 3 inches. Separating the upper and lower parts of the subsoil is a layer of light yellowish brown fine sand about 3 inches thick. Next is a strong brown fine sandy loam to a depth of 35 inches and below that, strong brown sandy clay loam to a depth of about 39 inches. Soft, white limestone is at a depth of 39 inches, and hard limestone is at a depth of about 45 inches.
3) **Adamsville fine sand –** This nearly level, somewhat poorly drained soil is on low broad flats that are less than 2 feet higher in elevation than the adjacent sloughs. In most years, under natural conditions, the water table is at a depth of 20 to 40 inches for 2 to 6 months; but it may rise to within 20 inches of the surface for less than 2 weeks during very wet seasons. It recedes to a depth of more than 40 inches during dry periods.
4) **Aripeka fine sand –** This nearly level, somewhat poorly drained soil is on low ridges adjacent to the saltwater marsh. Individual areas are commonly long and narrow and are parallel to the marsh. Slopes are less than 2 percent. Typically, the surface layer is dark grayish brown fine sand about 2 inches thick. The subsurface layer consists of fine sand and is 10 inches thick; it is grayish brown in the upper 7 inches and white in the lower 3 inches. The subsoil begins at a depth of 12 inches and extends to a depth of 26 inches. It is yellowish brown fine sand in the upper 5 inches, strong brown fine sandy loam in the next 6 inches, and strong brown sandy clay loam, which

contains limestone cobblestones, in the lower 3 inches. Hard, white and yellow limestone begins at a depth of 26 inches. Solution holes that vary in depth and diameter are in the limestone.

Water and Wetlands

The State of Florida defines wetlands in Section 373.019 (17) of the Florida Statutes, and Section 62-340.200 (19) of the Florida Administrative Code as "areas that are inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils. Soils present in wetlands generally are classified as hydric or alluvial, or possess characteristics that are associated with reducing soil conditions. The prevalent vegetation in wetlands generally consists of facultative or obligate hydrophytic macrophytes that are typically adapted to areas having soil conditions described above. These species, due to morphological, physiological, or reproductive adaptations, have the ability to grow, reproduce or persist in aquatic environments or anaerobic soil conditions."

The Sea Pines Drive property contains approximately 46 acres of Category I, Category II, or Category III Wetlands. **(Figure 4: Wetlands Map).** Per the Pasco County Future Land Use element, Category I, II and III wetlands are defined as follows:

Category I- "Category I conservation areas shall mean those wetland areas which meet at least one of the following criteria: 1) Any wetland of any size that has a hydrological connection to natural surface, water bodies or the Floridan aquifer, 2) Any wetland of any size that is within a lake-littoral zone, 3) Any large, isolated, uninterrupted wetlands 100 acres or larger, and 4) Any wetland of any size that provides critical habitat for Federal- and/or State-listed, threatened or endangered species."

**Pasco County protects Category I wetlands more strongly than does the state of Florida. No impacts are allowed to Category I wetlands or impacts to the 25' upland buffer around Category I wetlands, except for public roads.*

Category II- "Category II conservation areas shall mean those wetland areas which meet any of the following criteria: 1) Consist of isolated wetlands or formerly isolated wetlands which, by way of man's activities, have been directly connected to other surface-water drainage and are greater than or equal to five acres, and 2) Are less than 100 acres and do not otherwise qualify as a Category I conservation area."

Category III- "A category III wetland meets all of the following criteria: 1) Isolated wetlands less than five acres, and 2) Does not otherwise qualify as a Category I or Category II conservation area."

Figure 3: Soils Map

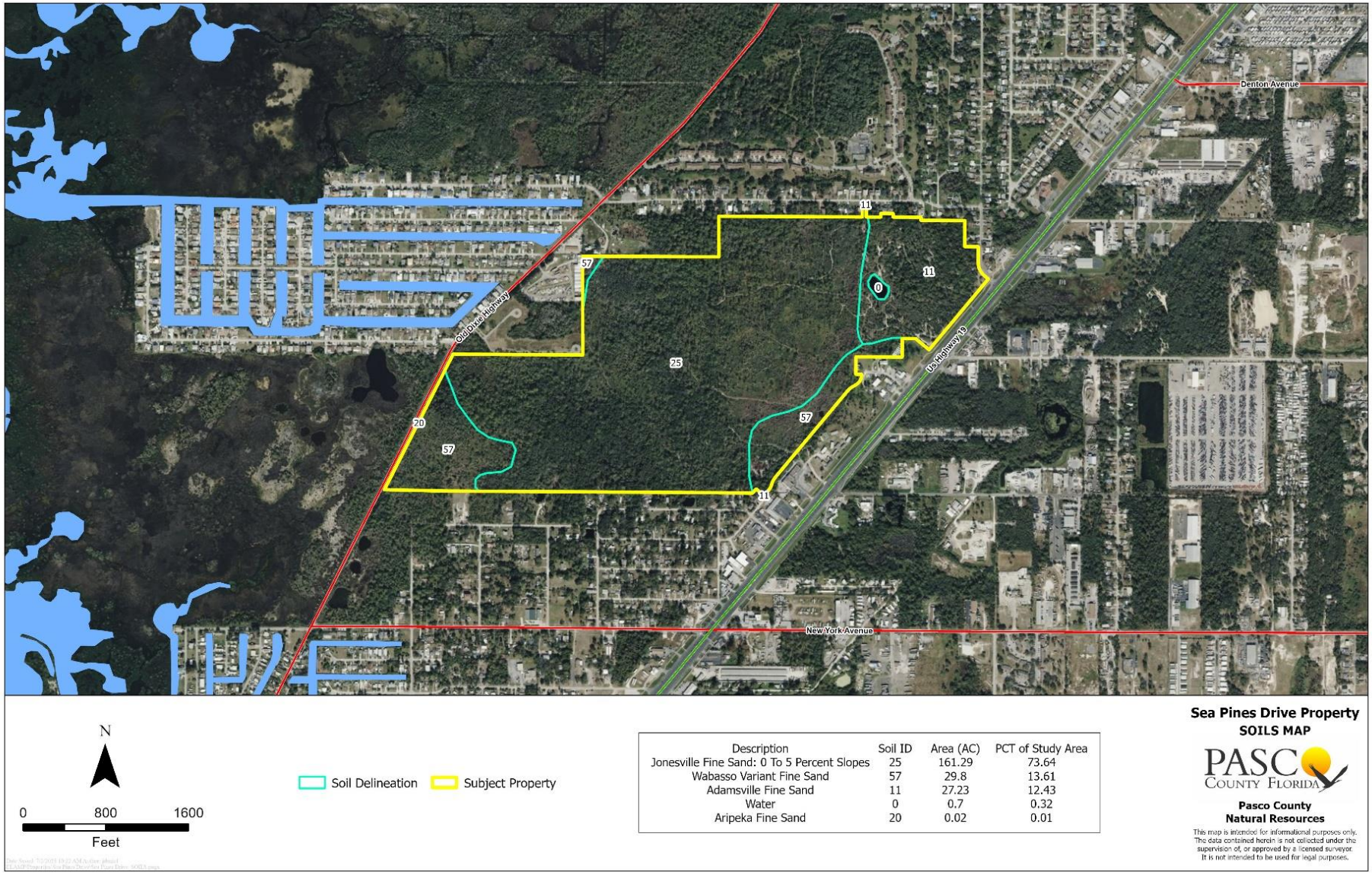
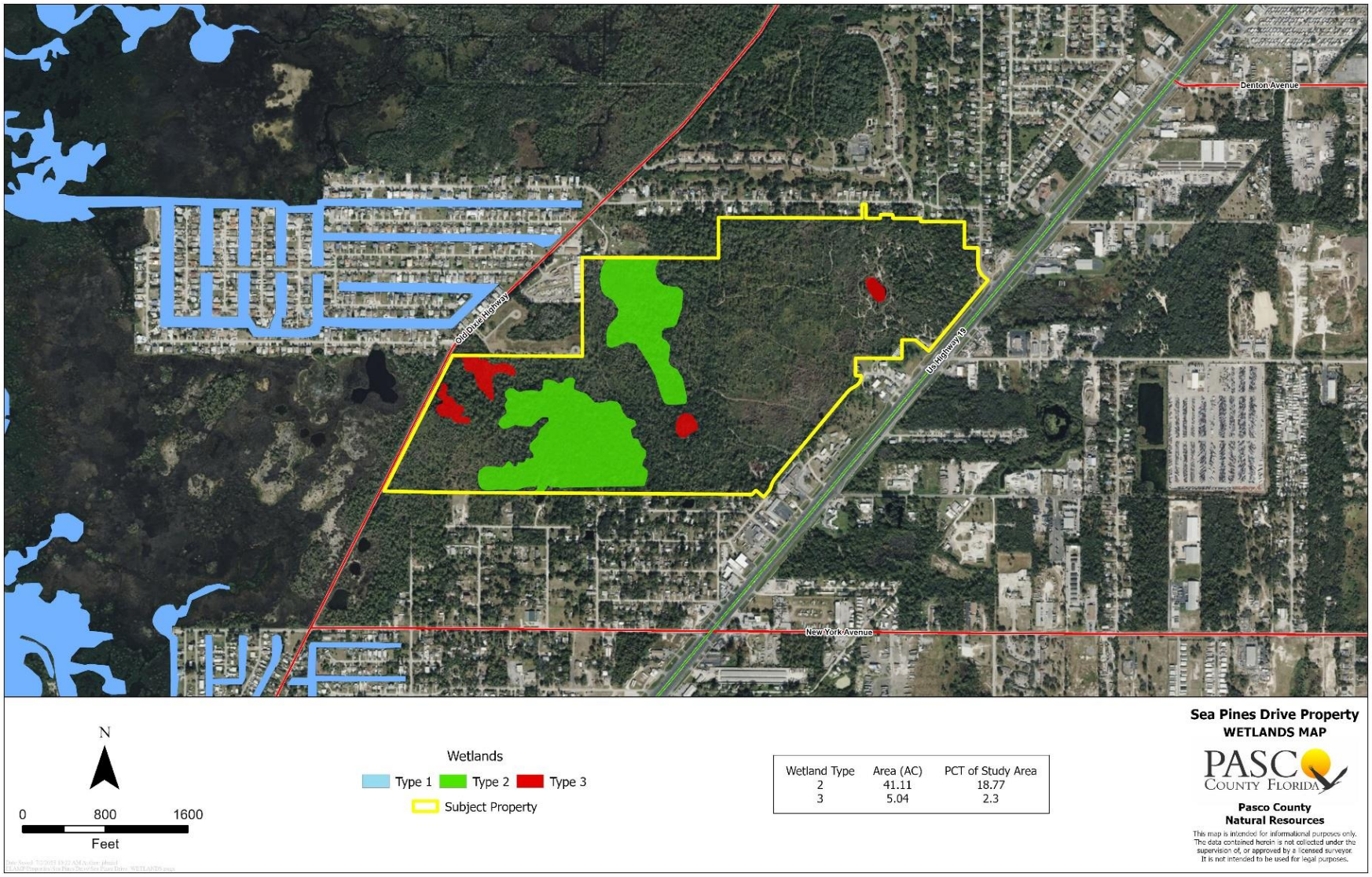


Figure 4: Wetlands Map



Current Zoning

The Sea Pines Drive Property is zoned MPUD* and C-2. **(Figure 5: Zoning Map).**

The purposes of the MPUD districts are "to encourage innovations in residential and nonresidential development and redevelopment so that the growing demand for housing in the County may be met by greater variety in type, design, and layout of dwellings to encourage the thoughtful consideration and inclusion of supporting nonresidential uses where appropriate, and to encourage the effective use of open space and recreational areas. To provide greater opportunities for better housing and recreation for all who are or will be residents of the County by encouraging a more efficient use of land and public services and to reflect changes in the technology of land development so that the economies so secured may inure to the benefit of those who need homes. To provide for residential cluster options and incentives that are designed to protect the rural character of the County's rural areas. To encourage more flexible land development which will respect and conserve natural resources such as streams, lakes, floodplains, groundwater, wooded areas, steeply sloped areas, and areas of unusual beauty or importance to the natural ecosystem. To encourage more efficient, flexible, and controlled employment centers, industrial, commercial, and other development under the MPUD concept."

The purpose of the C-2 General Commercial District is "to provide for the orderly development of those uses necessary to meet the community and regional needs for general goods and services, as well as those of a social, cultural, and civic nature, and to exclude uses not compatible with such activities."

Future Land Use (FLU)

Pasco County adopted the 2025 Comprehensive Plan in 2013 that dictates the future land use (FLU). The Sea Pines Drive property will be zoned Residential-6 and Retail/Office/Residential, depicted in the Future Land Use 2025 Map. **(Figure 6: FLU Map).**

The purpose of RES-6 is "to recognize those areas suited for single-and multi-family residential development having a maximum density of 6.0 dwelling units/developable residential acre."

Retail/Office/Residential (ROR) is "an inactive land use classification denoting areas which have developed into mixed use and commercial strips. Future application of this classification will denote areas appropriate for higher intensity, regional-serving, commercial and office uses. This land use classification was removed as an active designation in June 2006."

Flood Zones

The Federal Emergency Management Agency (FEMA) has placed more than 20,000 communities in the United States into a category of flood zones. Flood hazard areas identified on the Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of

the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X (unshaded).

The Sea Pines Drive property **(Figure 7: Flood Zones)** contains:

AE Zone – 217.1 acres
X Zone – 1.93 acres

Zone A – "Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas; no depths or base flood elevations are shown within these zones."

X Zone – "Area of moderate flood hazard, usually the area between the limits of the 100- year and 500-year floods. B Zones are also used to designate base floodplains of lesser hazards, such as areas protected by levees from 100-year flood, or shallow flooding areas with average depths of less than one foot or drainage areas less than 1 square mile."

*Figure 5: Zoning Map**

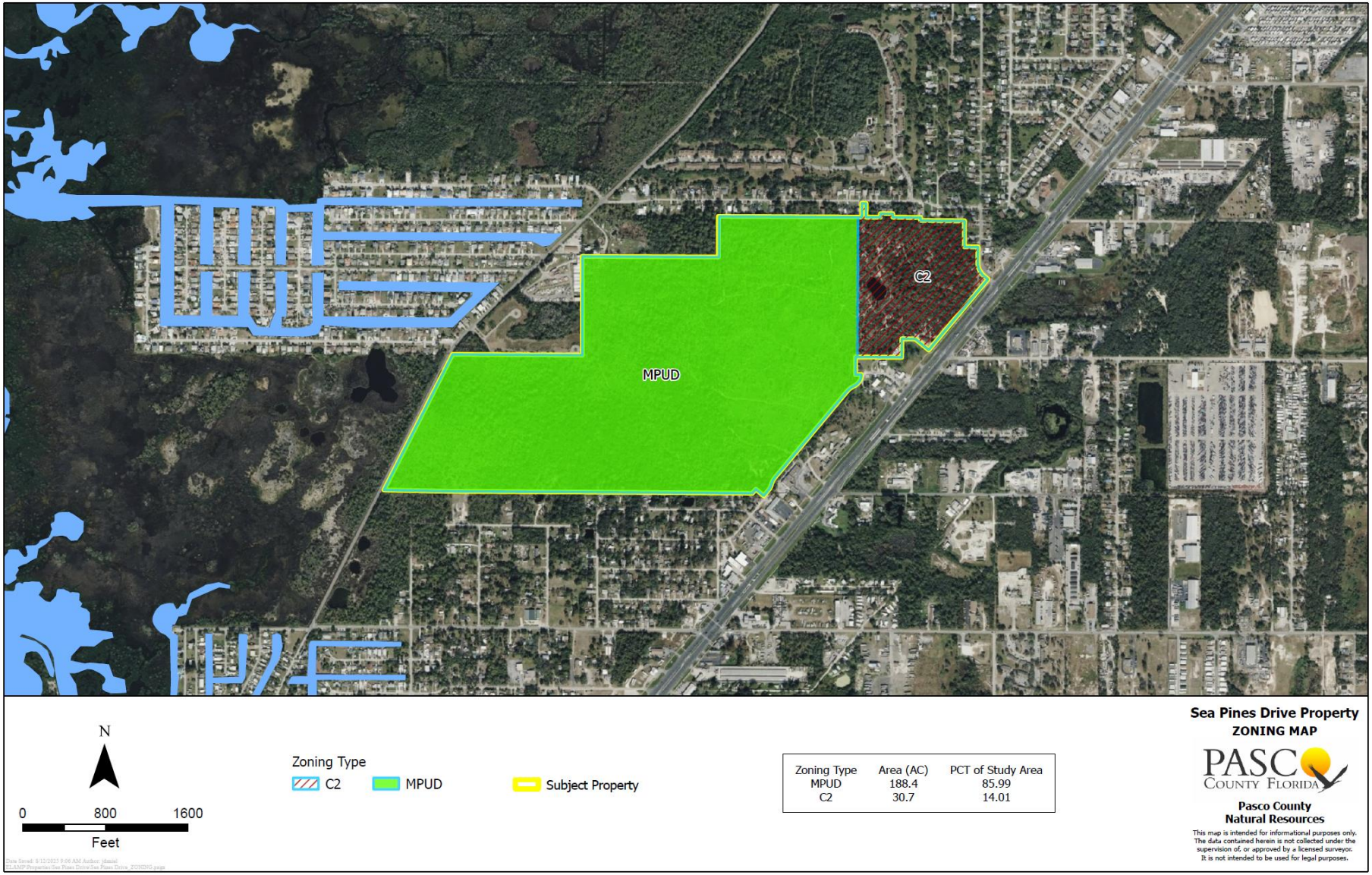
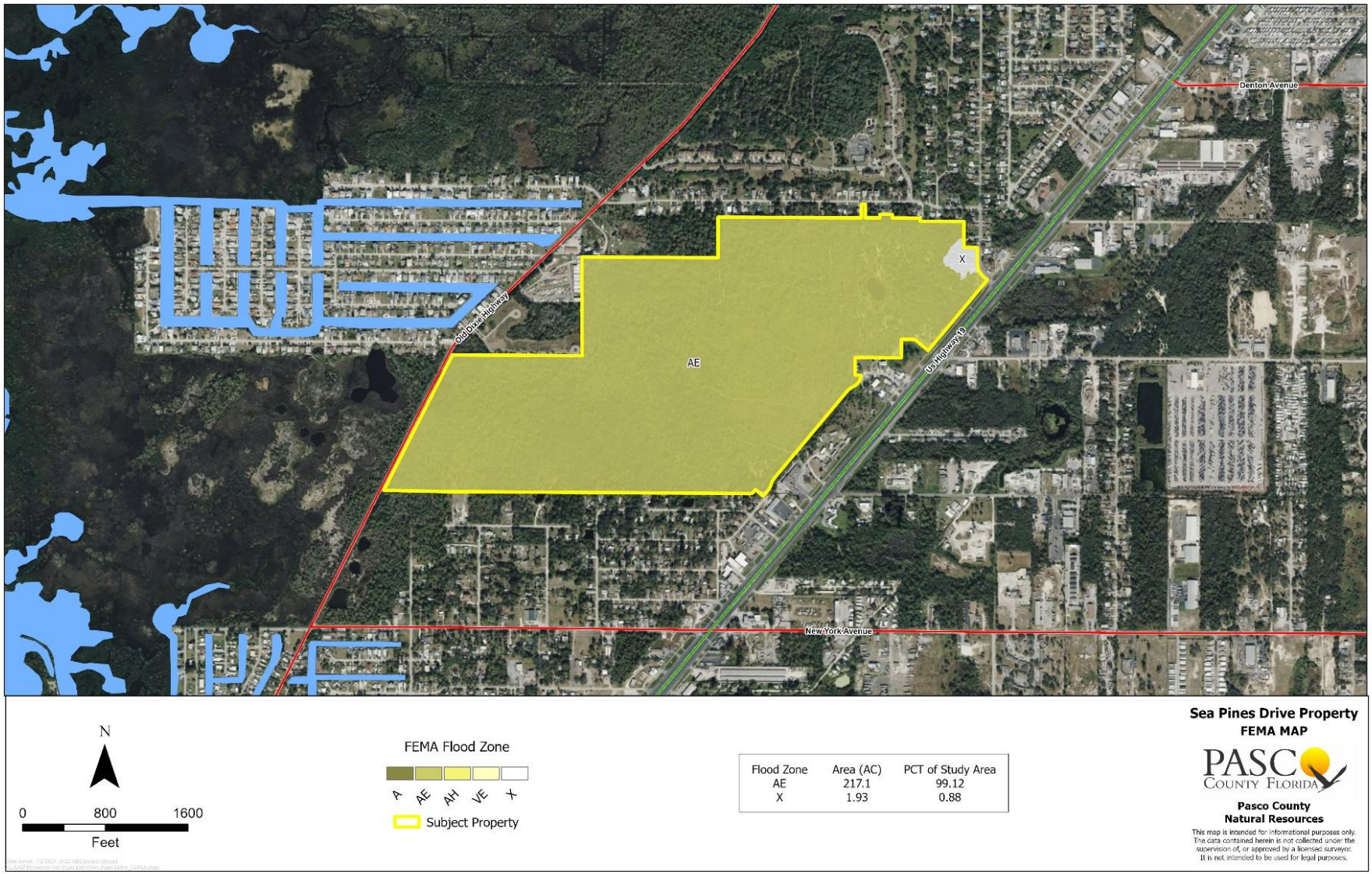


Figure 6: Future Land Use Map



Figure 7: Flood Zones



ELAMP Score Specific Information

Relationship to ELAMP Study (Index) Map

***This section corresponds with 1c of the scoring sheets.**

The ELAMP Study Area map is intended to show a potential project's relationship to the acquisition target areas identified in the 2002 report entitled, *Assessment of Measures to Protect Wildlife Habitat in Pasco County*. **(Figure 8: ELAMP Index Map).** The target areas visualized on the map are the Ecological Corridors and the EPUs. Ecological Corridors were identified as "linkages that would maintain a continuous network of wildlife habitat between existing public lands." For the most part, the boundaries of these corridors follow the boundaries of public lands, natural vegetation communities adjacent to public lands, and natural and altered (i.e. pasture) habitats underlying high biodiversity areas. EPUs are defined as an area with high biodiversity which harbors habitat for seven or more focal species and determined to represent the high biodiversity areas in the County. Areas of high biodiversity correspond with habitats high in species diversity including sandhill, hardwood swamp, and bottomland hardwoods.

The Sea Pines Drive contains the Connerton to Crossbar Ecological Corridor.

Edge Effect

***This section corresponds with 1d of the scoring sheets**

Edge effect is the negative impact of exterior conditions on interior species, habitat and populations. When a patch has a large amount of edge, it exposes the patch to greater perforation and permeability of non-habitat conditions, such as light, noise, disease, parasites, predators, pollutants, pathogens, temperature, and exotic species. Small patches, with more edge for a given area, experience proportionately greater negative effects than large patches. The number of species and health of populations are maximized when patches are large and compact, providing abundant interior areas, free from the impacts of edges. The simplest method to calculate edge effect is to determine the ratio of edge to area.

The ratio of edge to area for Sea Pines Drive is 0.00169, which is less than 0.0020, making it a matrix score of 5 (1 being the lowest and 5 being the highest priority).

Figure 8: ELAMP Index Map

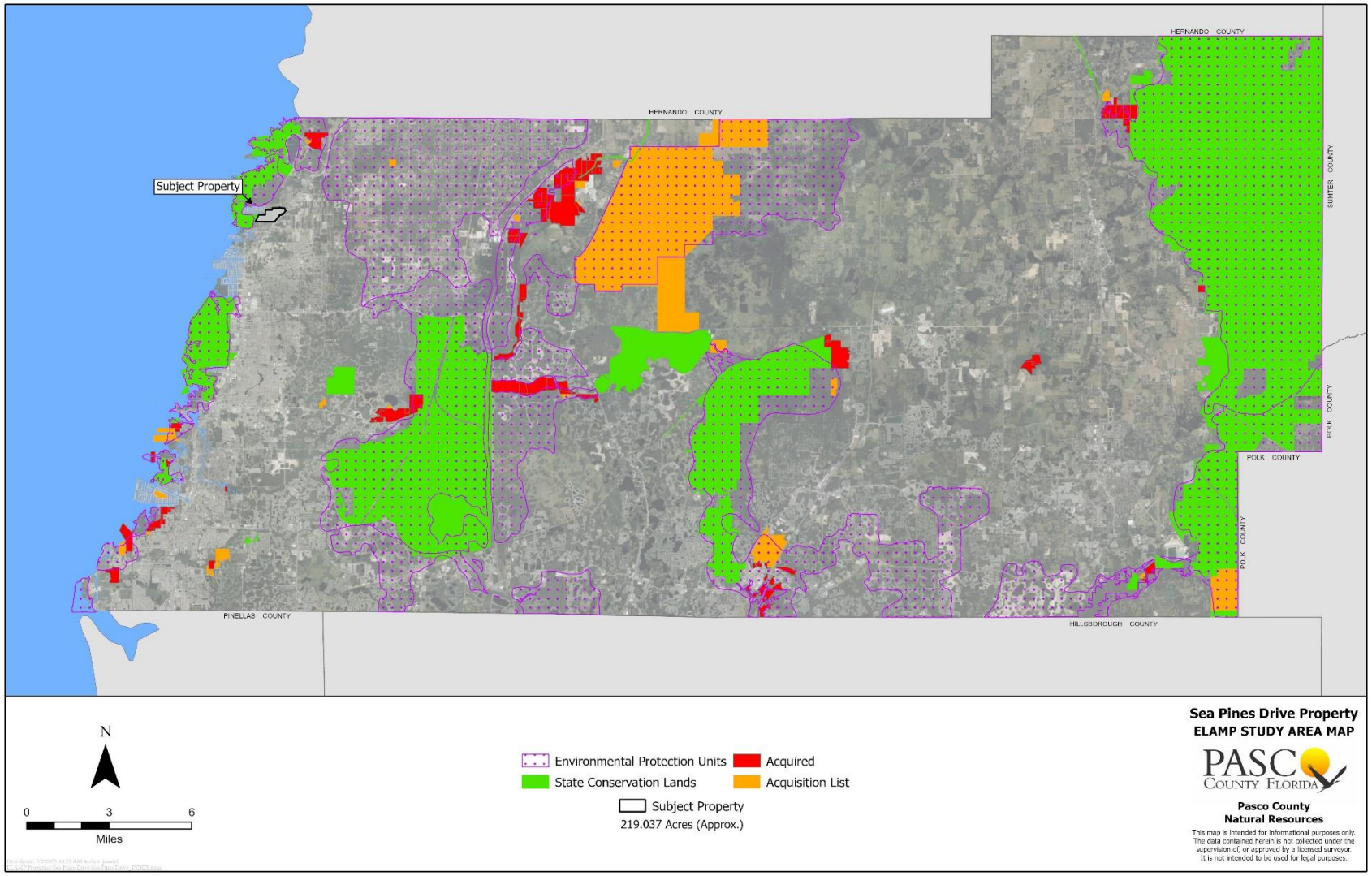
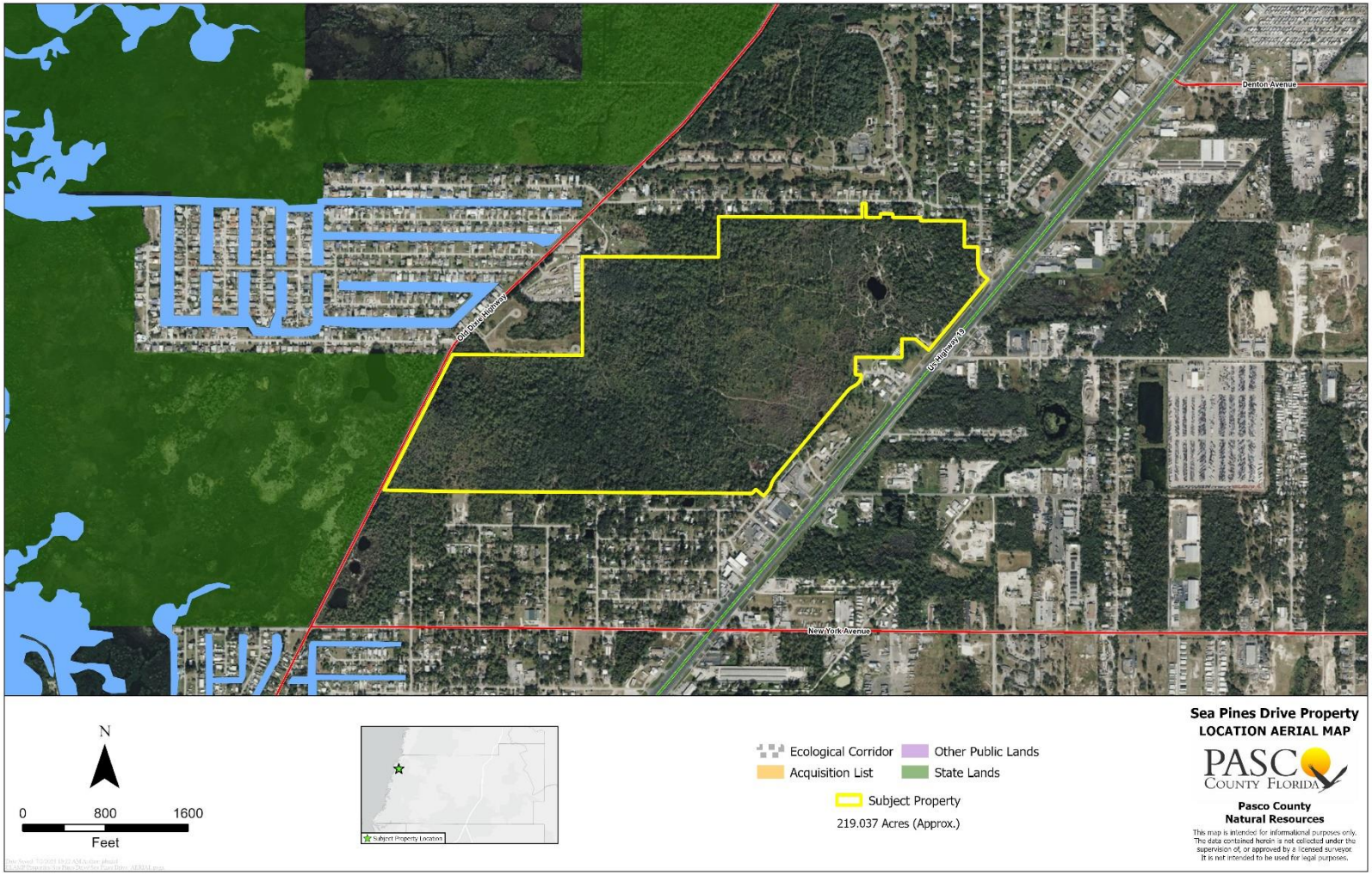


Figure 9: Aerial Map



Natural Community

Habitat Quality and Disturbance

The Sea Pines Drive property primarily comprises of 164.13 acres of pine flatwoods, 47.15 acres of streams and lake swamps, and freshwater marshes scattered throughout.

Florida Landscape Assessment Model

***This section corresponds with 2a of the scoring sheets.**

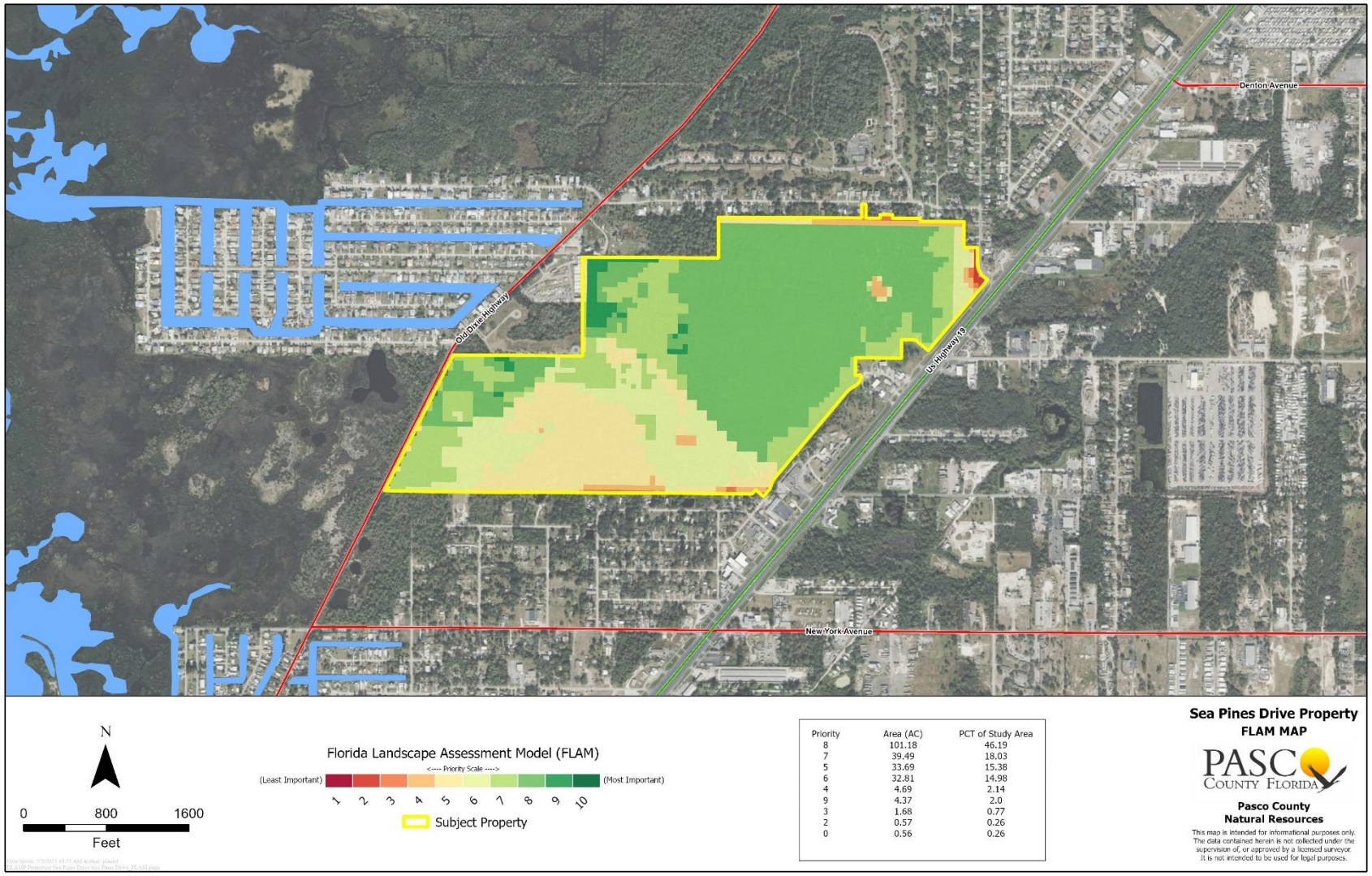
Per the FWC website, "the Florida Landscape Assessment Model (FLAM) is a Geographic Information Systems (GIS) tool that ranks the Florida landscape based upon natural resources and fish and wildlife habitat to help identify ecologically significant lands in the state. The FLAM incorporates a variety of spatial information from 15 variables including species habitat, managed lands, aquatic resources, and disturbance measures. The FLAM data can be used for conservation purposes such as determining ways to avoid or minimize project impacts and identifying appropriate parcels for public land acquisition. The FLAM was developed from 15 spatial variables. The variables were created from various sources including FWC, FNAI, and LCC. In general, the variables were based on species habitat, managed areas, disturbed areas, natural area connectivity, and aquatic resources. Each variable was assigned a weight to determine its influence on the final model. After assigning weights, the variables were summed and categorized into 10 classes using a quantile classification method. A transportation (e.g., paved roads) variable (value = 0) was burned on top of the summed layer so the final model had 11 classes ranging from 0–10 where 0 = worst and 10 = best landscape quality."

The Sea Pines Drive Property contains **(Figure 10: FLAM Map):**

- Priority 8- 101.18 acres approximately
- Priority 7- 39.49 acres approximately
- Priority 5- 33.69 acres approximately
- Priority 6- 32.81 acres approximately
- Priority 4- 4.69 acres approximately
- Priority 9- 4.37 acres approximately
- Priority 3- 1.68 acres approximately
- Priority 2- 0.57 acres approximately
- Priority 0- 0.56 acres approximately

Weighted Average Score: 6.92

Figure 10: FLAM Map



Floral and Faunal Functions

Biodiversity

***This section corresponds with 3a of the scoring sheets.**

The Biodiversity Map is produced by FNAI. Biodiversity per the Critical Lands and Water Identification Project (CLIP) is defined as "the variety and variability among living organisms and the ecological complexes within which they occur including genetic diversity, species and natural communities". The Biodiversity category is comprised of Strategic Habitat Conservation Areas, Biodiversity Hotspots, Rare Species Habitat Conservation Priorities and Priority Natural Communities. The Biodiversity map includes all species and natural communities tracked by the Florida Natural Areas Inventory, including all federal listed species. The Biodiversity map is categorized by priority levels. The Priority levels are ranked from 1 to 5, 1 being the highest and 5 the lowest.

The Sea Pines Drive Property **(Figure 11: Biodiversity Map)** contains:

- Priority 2- 165.25 acres approximately
- Priority 5- 24.18 acres approximately
- Priority 4- 23.99 acres approximately
- No Resource Value- 3.72 acres approximately
- Priority 3- 1.9 acres approximately

Weighted Average Score 2.53

Critical Land Identification Project (CLIP)

The Florida Fish and Wildlife Conservation Commission (FWCC) funded the Critical Land Identification Project (CLIP) initiative, which is a hierarchical database consisting of 20 core natural resource data layers grouped into 5 Resource Categories. These categories are: Biodiversity, Landscape, Surface Water, Groundwater and Marine. A Resource Priority model was developed using simple rule-based selections for the Biodiversity, Landscape, and Surface Water categories. Those three models were then further combined into an Aggregated CLIP Priorities model based on both rule-based selections and overlap between resource category priorities. That data was compiled, analyzed and formed into qualitative categories, rendering a map that prioritizes all of Florida habitats for protection. Priorities are numerically ranked. Priority 1 is ranked the highest and priority 5 is the lowest.

The Sea Pines Drive Property contains **(Figure 12: CLIP Map)**:

- Priority 1- 136.9 acres approximately
- Priority 2- 47.65 acres approximately
- Priority 3- 31.62 acres approximately
- Priority 4- 1.18 acres approximately
- Priority 5- 0.85 acres approximately
- No Resource Value- 0.84 acres approximately

Weighted average score – 1.54

Water Resources/Wetlands

Water Quality

Staff is unsure of the water quality on site.

Adequate Buffer to the Wetlands

***This section corresponds with 4b of the scoring sheets.**

The alignment of the Ecological Corridors was prioritized to follow the existing riverine and water-based resources of the County. An average upland buffer width, perpendicular to the wetland line, can be used to determine the value of the buffer from the adjacent wetland systems. This determination can be made by using the conceptual wetland data set in the GIS, and then determining the average linear footage distance from the wetland to the upland. Scoring is from a 1 to 5 based on the available buffer in linear footage of 100-500. For example, a score of 1, indicates an available buffer of 100 feet. Available buffer of 500 feet or more is scored 5.0.

The Sea Pines Drive has a score of 2 due to majority of the identified wetlands being along the property boundary. The average distance from the property boundary to the edge wetlands is less than 200 feet.

Figure 11: Biodiversity Map

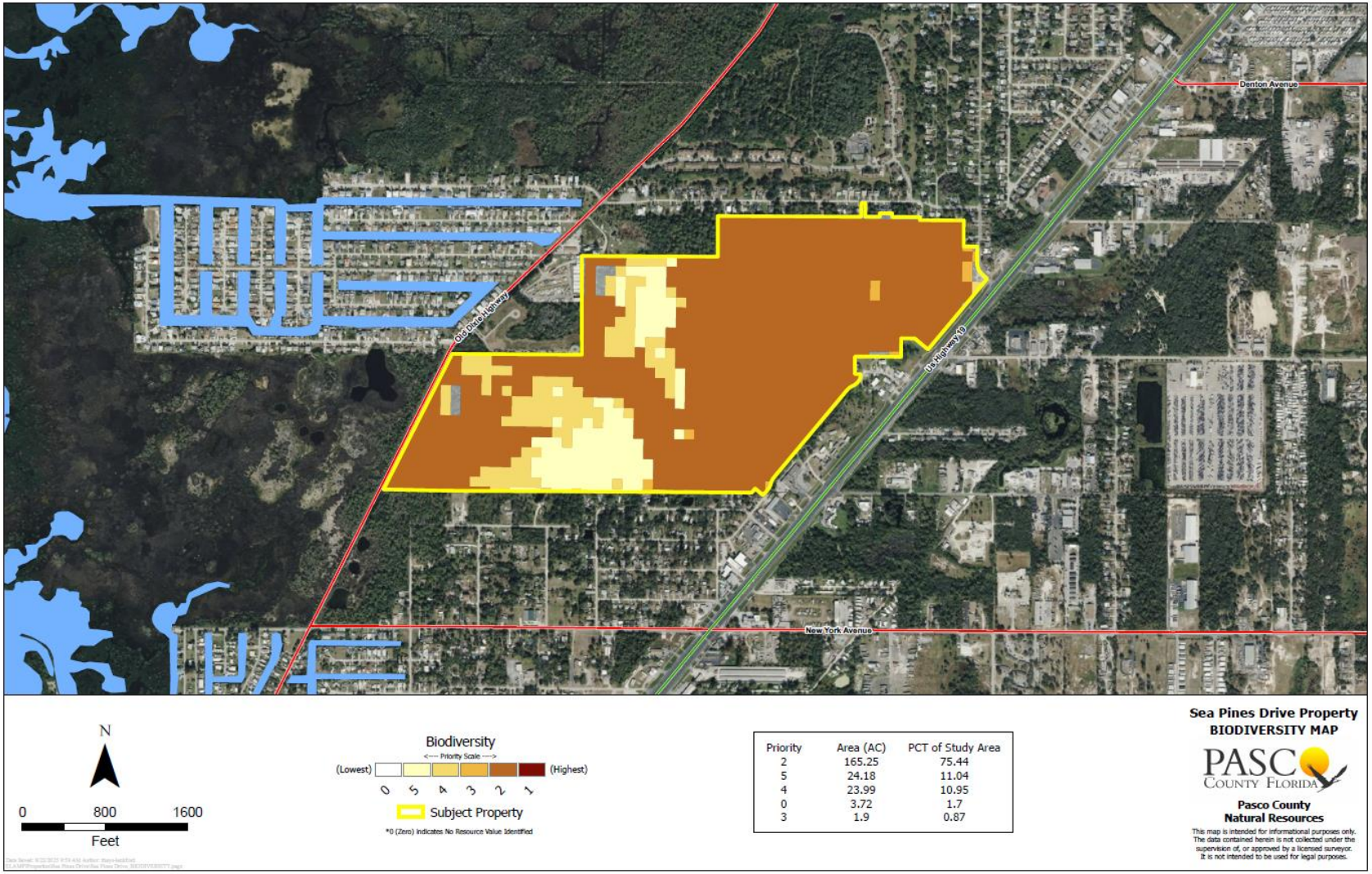


Figure 12: Critical Lands and Water Identification Project Map



Aquifer Recharge Map

***This section corresponds with 4c and 5 of the scoring sheets.**

The Florida Natural Areas Inventory (FNAI) subcontracted with Advanced Geospatial, Inc. (AGI) to develop a statewide Recharge Potential model. Input data layers for the model are consistent with those used in the Florida Aquifer Vulnerability Assessment (FAVA), developed by the Florida Geological Survey and consisted of soil hydraulic conductivity, proximity to karst features, depth to water, and overburden. The aquifer recharge map identifies conservation priorities for the protection of Florida's groundwater systems, including the Floridan, Intermediate and Surficial Aquifer systems. The map is represented by levels of priority with Priority 1 being the highest and 6 being the lowest. Prioritization also addresses the intent of Florida Forever to acquire recharge areas important for springs and water supply.

Due to the lack of information in the geodatabase, a weighted score cannot be calculated **(Figure 13: Aquifer Recharge Map**).

Unique Geological Resources

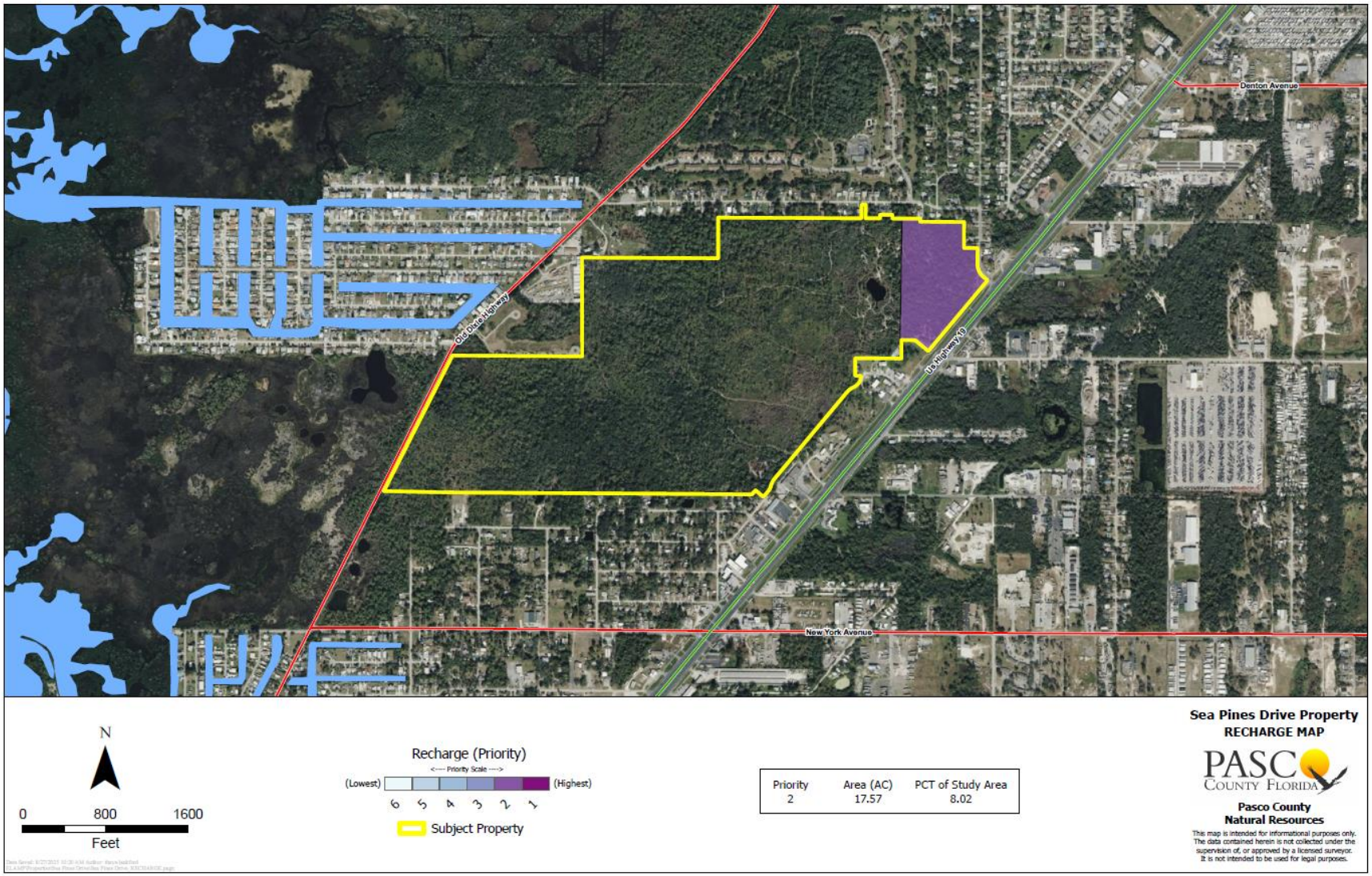
This property has no known unique geological resources.

Long term Management Requirements

***This section corresponds with 3b, 3c, 6a and 6b of the scoring sheets.**

Due to the surrounding development and urban interface, the property will need to be secured and monitored to prevent trespassing. The primary land management activities will be invasive species surveying and removal, prescribed fire or alternative mechanical methods, and restoring natural communities where possible.

Figure 13: Aquifer Recharge



Consistency with Larger ELAMP Objectives

The overall goals, objectives, and policies of ELAMP were stated in Resolution 04-233. The grid below lists these larger goals and attempts to measure the Sea Pines Drive property alongside them. The criteria used in this determination was derived from the information included in this narrative, associated maps, GIS analysis, site evaluations, property research, and staff knowledge.

	Yes	**No**	**Unsure**
Land within Ecological Corridors		X	
Land within the Ecological Planning Units		X	
Land within the Agricultural Reserve		X	
Adjacent to public conservation land	X		
High risk of development	X		
Protection of natural communities including uplands and wetlands	X		
Connection of natural linkages	X		
Conservation of viable populations of native plants and animals	X		
Protection of habitat for listed species	X		
Protection of water resources and wetland systems	X		
Protection of unique natural resources	X		
Enhancement of resource-based recreational opportunities			X
Expansion of environmental education opportunities.			X

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 4 **FILE NO.:** PRN26-0038 **DATE:** 1/20/2026

SUBJECT: Parking Lease Agreement – Union Missionary Baptist Church of Port Richey, Inc. – Additional Parking for Pine Hill Park — $1,300.00 Annually

REFERENCES: Not Applicable

AGENDA SECTION: Consent Agenda

THRU: Catherine Pearson, Assistant County Administrator

FROM: Keith Wiley, Parks, Recreation & Natural Resources Director

RECOMMENDED BOARD ACTION:

Approve the Parking Lease Agreement with Union Missionary Baptist Church of Port Richey, Inc. for additional parking for Pine Hill Park. Authorize the Chairman to execute the two originals of the Parking Lease Agreement, and direct Board Records to distribute as set forth under the Distribution section below.

Delegate to the County Administrator, or designee, the authority to act on behalf of the County for any purpose described in the agreement, upon approval by the County Attorney's Office, including the authority to provide any necessary notices or to modify the leased area or any non-substantive terms agreed to by lessor.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

Union Missionary Baptist Church of Port Richey, Inc. has generously agreed to lease parking space across the street from Pine Hill Park to Pasco County to provide additional parking for patrons during the year for Youth League programming. The lease with Union Missionary Baptist Church of Port Richey, Inc. is for a sum of $1,300.00 per year. The lease is a one-year lease with four one-year automatic renewals unless the agreement is terminated by one or both of the parties.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding in the amount of $1,300.00 is available in the General Fund, Parks, Recreation, and Natural Resources Department, Recreation Division, Other Services Account.

DISTRIBUTION:

Board Records to distribute as set forth below:

1. Retain one original, fully executed agreement.

2. Electronically to:
   a. Brian Taylor, Parks and Recreation Manager – btaylor@pascocountyfl.net
   b. Keith L. Wiley, Parks, Recreation, and Natural Resources Director – kwiley@pascocountyfl.net

3. Mail one original, fully executed agreement to:
   Union Missionary Baptist Church of Port Richey, Inc.

6235 Pine Hill Road
Port Richey, FL 34668

ATTACHMENT(S):

1. Parking Lease Agreement (Two Originals)
2. Exhibit A Union Missionary Baptist Church Site Map
3. Exhibit B Parking Map Union Missions Church

cc: Brian Taylor, Parks and Recreation Manager

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT made and entered into by and between UNION MISSIONARY BAPTIST CHURCH OF PORT RICHEY, INC., a Florida not for profit corporation, whose principal address is 6235 Pine Hill Road, Port Richey, Florida 34668 (herein referred to as "Lessor"), and PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, whose address is 37918 Meridian Avenue, Dade City, Florida 33525 (herein referred to as "Lessee").

W I T N E S S E T H:

WHEREAS, Lessor owns 1.24 acres of real property on north side of Pine Hill Road, Port Richey, Florida more specifically described in Exhibit "A" attached hereto and by reference made part hereof; and

WHEREAS, Lessor owns this parcel of land immediately across Pine Hill Road from the Parcel, commonly known as Pine Hill Park, and has a physical address of 6220 Pine Hill Road, Port Richey, Florida, and is currently utilized for youth sports and events; and

WHEREAS, the Lessee desires to utilize a portion of the property described in Exhibit "A" as additional parking for Pine Hill Park for the duration of the agreement;

NOW THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

SECTION 1. DESCRIPTION OF PROPERTY

Parcel: 28-25-16-0010-05800-0091

See Exhibit "A," attached.

SECTION 2. P E R M I T T E D USE OF PROPERTY

Lessee will use the property to provide additional parking for Pine Hill Park as described herein:

Some sections of the property shall be restricted for parking by park users as depicted in Exhibit "B," attached.

- Usable parking includes a section located north of Union Missionary Baptist Church buildings and east of the Union Missionary Baptist Church buildings, as depicted by the blue section on Exhibit "B."
- The parking section north of the church buildings (behind the church) off Oakleaf Avenue may be utilized anytime during the week as depicted by the yellow section on Exhibit "B."
- There will be no parking allowed on Wednesdays from 6:00 p.m. to 9:00 p.m. and Sundays 9:00 a.m. to 3:00 p.m. in the section east of the Church buildings, as depicted by the blue section on Exhibit "B."
- No parking anytime on the concrete section, in handicapped spaces, or in spaces marked as guest parking, as depicted by the red section on Exhibit "B."
- No overnight parking will be permitted on any portion of the property.
- Lessor will post signs stating "No Parking" on days when the Lessor is holding special church

activities outside of the aforementioned days and times and will provide Lessee reasonable time in advance notice of such activities.

SECTION 3. TERM

The Term of the lease agreement will be one (1) year with four (4) one-year automatic renewals unless the agreement is terminated by one or both of the parties in writing.

SECTION 4. COMPENSATION

Lessee shall pay Lessor the total sum of One Thousand Three Hundred and 00/100 Dollars ($1,300.00) payable annually at the beginning of the contract term.

SECTION 5. AVAILABILITY OF FUNDS

The obligations of the Lessee under this lease agreement are subject to the availability of funds, lawfully appropriated for such purposes, by the Board of County Commissioners of Pasco County. In the event such funds are not appropriated or are terminated, during the term of this Lease, Agreement, the Lessee will have the option of non-renewal of this lease agreement by providing thirty (30) days written notice to Lessor.

SECTION 6. QUIET POSSESSION

Lessor warrants that Lessee, upon paying the annual rent, keeping, observing, and performing all other terms, conditions, and provisions herein, shall be entitled to peaceably and quietly have, hold, and enjoy the leased property according to the terms, conditions, and provisions hereof, during the full term of the lease agreement and any extensions thereof.

SECTION 7. IMPROVEMENTS

Lessee shall have the right to make alterations and improvements to the property with Lessor's prior written approval. Fencing previously installed by Lessee is to remain for the duration of this lease agreement and will be the responsibility of the Lessee to remove said fence within thirty (30) days of the expiration of this lease agreement.

SECTION 8. ASSIGNMENT OR SUBLEASE

Lessee shall not assign any rights, interest, or duties under this lease agreement, not sublet the property, nor allow any other person to utilize the property without prior written consent of Lessor. This lease agreement shall not be assignable by operation of law without the written consent of the Lessor and such consent shall not be unreasonably withheld.

SECTION 9. NOTICE

Whenever this lease agreement requires that notice or demand shall be given or served on either party to this lease agreement, such notice or demand shall be in writing and shall be delivered personally or forwarded by certified or registered mail, evidenced by return receipt, to the following addresses:

Lessee:
Pasco County Parks, Recreation and Natural Resources
4111 Land O' Lakes Boulevard, Suite 201

Land O' Lakes, Florida 34639

Lessor:
Union Missionary Baptist Church of Port Richey, Inc.
6235 Pine Hill Road
Port Richey, FL 34668

SECTION 10. AMENDMENTS

No amendments, modifications, or alterations of the terms hereof shall be binding unless the same is in writing, dated concurrent or subsequent to the date hereof, and duty executed by the parties hereto.

SECTION 11. ENTIRE AGREEMENT

This lease agreement represents the entire agreement between the parties and supersedes all prior and written communication and representations.

SECTION 12. GOVERNING LAW AND VENUE

The validity and interpretation of this lease agreement shall be governed by the law of the State of Florida, and venue shall be in the Sixth Judicial Circuit of Pasco County, Florida.

SECTION 13. BINDING EFFECT

This lease agreement shall be binding upon and inure to the benefit of the successors, assigns, heirs, and any administrators of the parties.

SECTION 14. MAINTENACE

Lessee agrees to add and maintain millings in the parking lot, as needed, during the term of this lease agreement.

SECTION 15. INSURANCE

Lessee is a self-insured political subdivision for the purposes of general liability and property damage and workers compensation, as provided under Florida Statute 111.072. Nonetheless, to the extent permitted by law, and subject to the provisions of Florida Statute 768.28, and without waiving its sovereign immunity, Lessee shall indemnify, defend, and hold harmless Lessor, its agents and employees, from any claim, loss, damage, costs, charge, or expense, including attorney's fees and costs, arising from or in connection with (i) the Lessee's use of the property, or any work or thing whatsoever done, or any condition created on or about the property, during the term of this lease agreement by Lessee; (ii) any act, omission or negligence of Lessee or any of Lessee's licensees or the officers, agents, employees, invitees, or contractors of Lessee or of Lessee's licensees; (iii) any accident, injury, or damage whatsoever occurring on or at the property; except the Lessee will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the negligence of the Lessor or any of its agents or employees".

SECTION 16. CANCELLATION OF LEASE AGREEMENT

This lease can be cancelled by either party with or without cause upon thirty (30) days written notice to the other party or earlier by mutual agreement.

SECTION 17. LESSOR AUTHORIZED

Lessor, below, represents that Lessor is authorized to enter into this lease agreement on behalf of the owners of the property.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives executed this agreement on the dates set forth below.

LESSEE:

(SEAL)
ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: _____
Nikki Alvarez-Sowles, Esq.
Clerk and Comptroller

BY: _____
Jack Mariano, Chairman

Date: _____

LESSOR:

UNION MISSIONARY BAPTIST CHURCH
OF PORT RICHEY, INC.

BY: _____
Witness

BY: _____
Sherwayne Phillip, President

_____
Printed Name

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____, 202__, by Sherwayne Phillip, as president of Union Missionary Baptist Church of Port Richey, Inc., a Florida not for profit corporation, on behalf of the corporation, [ ] who is personally known to me, or [ ] who produced _____ as identification.

_____
Notary Signature and Seal

Exhibit A

Union Missionary Baptist Church (Area Location)

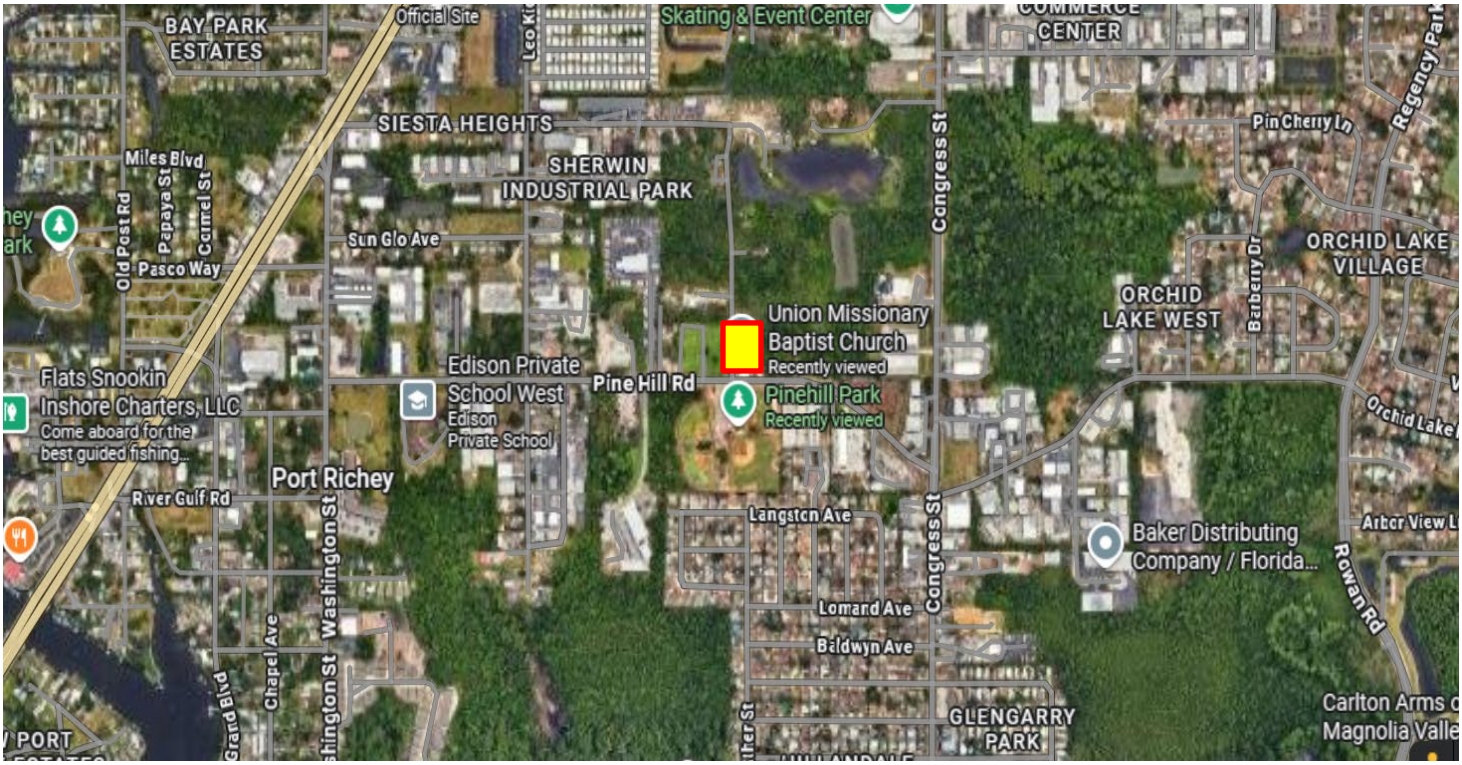
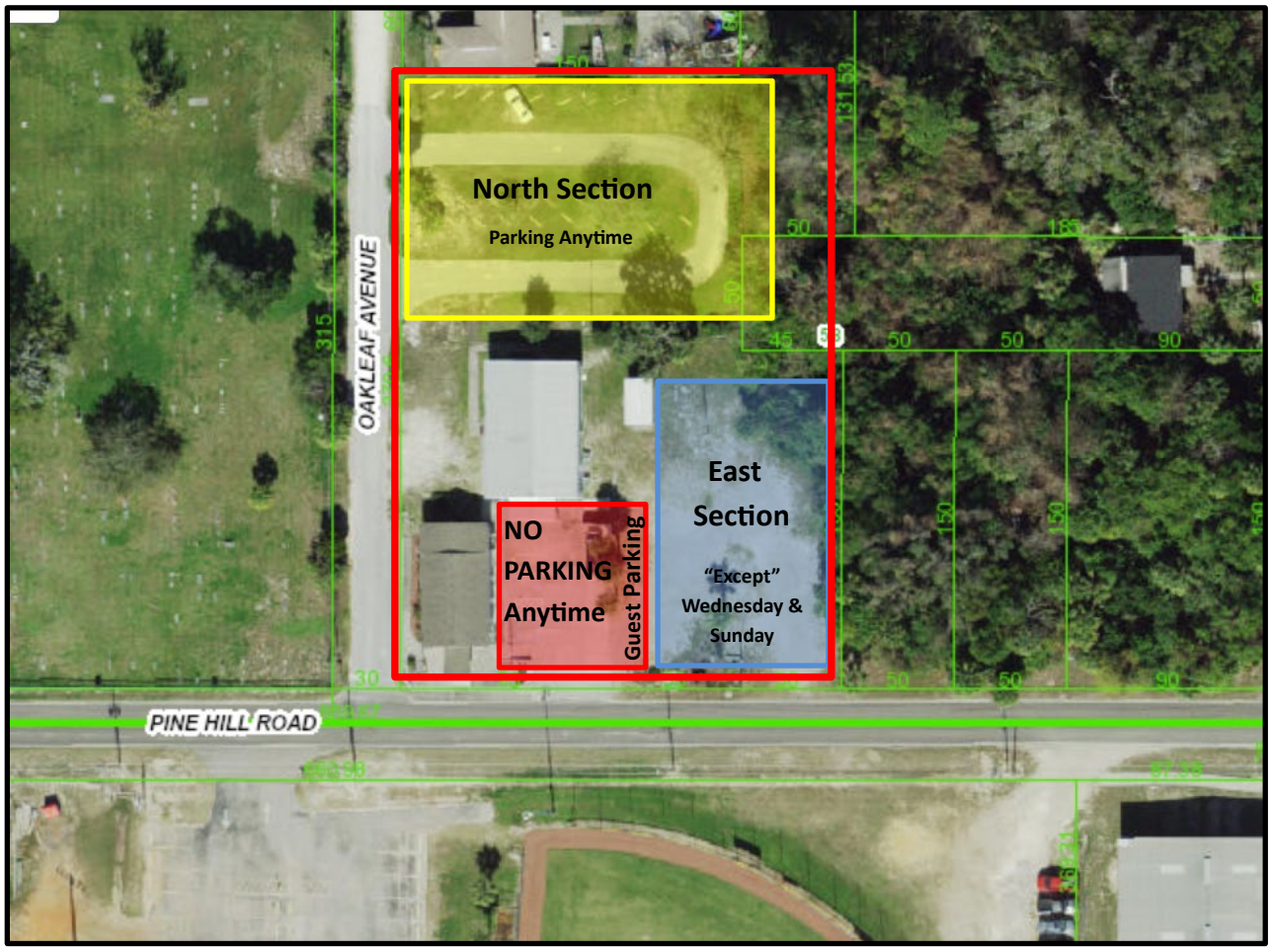


Exhibit B

Union Missionary Baptist Church (Parking Sections)



BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 5 **FILE NO.:** PRN26-0040 **DATE:** 1/20/2026

SUBJECT: Budget Amendment and Resolution – Parks, Recreation, and Natural Resources Department – Purchase of Calisthenics Equipment Provided by the Tourism Development Tax Fund – $6,000.00

REFERENCES: PRN26-0022 Memo and Executed Agreement

AGENDA SECTION: Consent Agenda

THRU: Catherine Pearson, Assistant County Administrator

FROM: Keith Wiley, Parks, Recreation & Natural Resources Director

RECOMMENDED BOARD ACTION:

Approve the attached Budget Amendment, Journal Entry No. 2026 03 1961 and Resolution to provide funding for the purchase of calisthenics equipment in the Parks, Recreation, and Natural Resources Department from funding provided by the Tourism Development Tax Fund, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On December 09, 2025, the Board of County Commissioners (BCC) approved Agenda Item PRN26-0022 for the Cooperation and Partnership Agreement with USA Calisthenics Association Inc. to receive an outdoor calisthenics park at SunWest Park. This agreement provides $6,000.00 in Tourist Development Tax to go towards the purchase of the calisthenics equipment.

Approval of Budget Amendment, Journal No. 2026 03 1961 and Resolution, in the amount of $6,000.00 will provide additional funding for the General Fund, Parks, Recreation, and Natural Resources Department.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Upon approval of Budget Amendment, Journal No. 2026 03 1961, funding in the amount of $6,000.00 will be budgeted and available in the General Fund, Parks, Recreation, and Natural Resources Department.

DISTRIBUTION:

Board Records to distribute as set forth below:

1. Retain one original.

ATTACHMENT(S):

1. PRN26-0040 Budget Amendment Journal No. 2026 03 1961
2. PRN26-0040 Resolution - Budget Amendment Journal No. 2026 03 1961
3. PRN26-0022 Agenda Memorandum
4. PRN26-0022 Executed Host Sponsorship Agreement

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / OBJECT / PROJ	ORG DESCRIPTION / ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT	LINE DESCRIPTION	EFF DATE			
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND
2026 03	1961	12/17/2025	OTR	PRN26-0040	BUA	BCC 012026	1	2
1	20343430 369901 00000	PRNR - Passive Parks	Chargebacks		.00	-6,000.00	-6,000.00	
	2001-34015-369900-369901-00000-0000-000000-000-0000	USA CALISTHENICS EQUIPMENT	12/17/2025					
2	10005130 564010 00000	ORG 10005130	Other Equipment		17,791.00	6,000.00	23,791.00	
	2001-34015-572000-564010-00000-0000-000000-172-0000	USA CALISTHENICS EQUIPMENT	12/17/2025					
3	10010880 534043 00000	ORG 10010880	Miscellaneous Projects		225,000.00	-6,000.00	219,000.00	
	2113-32500-552000-534043-00000-0000-000000-000-0000	USA CALISTHENICS EQUIPMENT	12/17/2025					
4	10010880 564010 00000	ORG 10010880	Other Equipment		.00	6,000.00	6,000.00	
	2113-32500-552000-564010-00000-0000-000000-000-0000	USA CALISTHENICS EQUIPMENT	12/17/2025					
		** JOURNAL TOTAL		0.00				

BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO. _____**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, AMENDING THE FINAL BUDGET FOR FISCAL YEAR 2026; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 129.06(2), Florida Statutes provides legal authority and defines how a budget may be amended for that year, and may within the first 60 days of a fiscal year amend the budget for the prior fiscal year; and,

WHEREAS, pursuant to Section 129.06(2)(d), Florida Statutes, a receipt of a nature from a source not anticipated in the budget and received for a particular purpose, including but not limited to grants, donations, gifts, or reimbursement for damages, may, by resolution of the board spread on its minutes, be appropriated and expended for that purpose, in addition to the appropriations and expenditures provided for in the budget. Such receipts and appropriations must be added to the budget of the proper fund. The resolution may amend the budget to transfer revenue between funds to properly account for unanticipated revenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, that:

1. The Fiscal Year 2026 Final Budget be amended.
2. Revenues and expenses are increased in the amount of $6,000.00 within the General Fund for the purchase of equipment in the Parks, Recreation, and Natural Resources department from funding provided by the Tourism Development Tax Fund.
3. This resolution will take effect immediately upon its adoption.

DULY ADOPTED with a quorum present and voting this _____ day of _____, 2026.

(SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

_____

NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

_____

JACK MARIANO, CHAIRMAN

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 5 **FILE NO.:** PRN26-0022 **DATE:** 12/9/2025

SUBJECT: Cooperation and Partnership License Agreement – USA Calisthenics Association Inc. — To Receive an Outdoor Calisthenics Park — $6,000

REFERENCES: Not Applicable

AGENDA SECTION: Consent Agenda

THRU: Catherine Pearson, Assistant County Administrator

FROM: Keith Wiley, Parks, Recreation & Natural Resources Director

RECOMMENDED BOARD ACTION:

Approve the Cooperation and Partnership License Agreement for the USA Calisthenics Association Inc., to build and install an outdoor Calisthenics Park within Sunwest Park. Authorize the Chairman to execute one original agreement provided, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On June 18, 2025, the Tourist Development Council approved the Host Sponsorship Agreement with USA Calisthenics Association Inc. (USACA) for up to $15,000.00, which included $6,000.00 towards the installation of a Calisthenics Park at Sunwest Park.

Per the Host Sponsorship Agreement, USACA will host the Florida Cup on February 7, 2026, a WSWCF Ranking Series event for freestyle calisthenics. This event is expected to attract approximately 100 overnight athletes from across the country.

The Cooperation and Partnership Agreement will allow the Parks, Recreation, and Natural Resources Department (PRNR) to work cooperatively in designing, managing and performing the installation of the Calisthenics Park with USACA. The Park will be designed to promote inclusive outdoor fitness and community engagement and will include but not limited to short and long bars and parallel and snake bars.

The $6,000.00 was transferred to the General Fund, Passive Parks, Parks & Recreation, Other Equipment, Sunwest Park from the Tourist Development Tax Fund as the County share to pay for the installation and build the Calisthenics Park.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding in the amount of $6,000.00 is available in the General Fund, Passive Parks, Parks & Recreation, Other Equipment, Sunwest Park.

DISTRIBUTION:

Board Records to distribute as set forth below:

1. Retain one original;
2. Electronically to:
    a. Yohann Offerdo, President of the USA Calisthenics Association Inc., yohann@kengurupro.us

b. Keith Wiley, Director, Parks, Recreation, and Natural Resources Department, Pasco County, kwiley@pascocountyfl.net
c. Consuelo Sanchez, Tourism Assistant Director, Destination Management Organization, cbsanchez@flsportscoast.com

ATTACHMENT(S):

1. PRN26-0022 Cooperation and Partnership Agreement
2. PRN26-0022 Executed Host Sponsorship Agreement - USA Calisthenics
3. PRN26-0022 Division of Corporations - Sunbiz
4. PRN26-0022 Location Map

cc:

From: Consuelo B. Sanchez
To: Allen, Neil; yohann@kengurupro.us; Keith L. Wiley
Cc: Egbert, Shannon; Legnini, Meaghan; Faircloth, Jessica; Dobson, Amanda; Wilkes, Nevaeh
Subject: Re: BCC 12-09-2025 - C72 PRN26-0022 - To Receive an Outdoor Calisthenics Park
Date: Thursday, December 11, 2025 3:33:47 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you very much, Allen!

Consuelo Sanchez
Deputy Director - Tourism
O: 727.847.8129 | C: +1 727-473-0034
cbsanchez@flsportscoast.com
8731 Citizens Dr, New Port Richey, FL 34654

From: Allen, Neil <NAllen@pascoclerk.com>
Sent: Thursday, December 11, 2025 3:13:45 PM
To: yohann@kengurupro.us <yohann@kengurupro.us>; Keith L. Wiley <kwiley@pascocountyfl.net>; Consuelo B. Sanchez <cbsanchez@flsportscoast.com>
Cc: SEgbert <SEgbert@pascoclerk.com>; MLegnini <MLegnini@pascoclerk.com>; Faircloth, Jessica <JFaircloth@pascoclerk.com>; Dobson, Amanda <ADobson@pascoclerk.com>; NWilkes <NWilkes@pascoclerk.com>
Subject: BCC 12-09-2025 - C72 PRN26-0022 - To Receive an Outdoor Calisthenics Park

Good afternoon,

At the Pasco County Board of County Commissioners meeting of December 9, 2025, the above-mentioned agenda item was approved. Attached is a copy of the document(s) as filed in the records of the Board of County Commissioners.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net<http://www.pascocountyfl.net>>, scroll down and click on “Transparency”, click on “Agendas & Minutes”, select the meeting date from the list, click on “Meeting Overview”, scroll down to the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Neil Allen

Records Clerk I, Board Records Division

Deputy Clerk

Office of Nikki Alvarez-Sowles, Esq.

Pasco County Clerk & Comptroller

14236 6th Street, Suite 201

Dade City, FL 33523

(352) 521-4550 or ext. 4550

nallen@pascoclerk.com<mailto:nallen@pascoclerk.com>

#ServeAndConnect

The information transmitted, including attachments, is intended only for the person(s) or entity to which it is addressed and may contain material that is confidential, privileged and/or exempt from disclosure under applicable law. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and destroy any copies of this information. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in

writing.

CUSA18A7

PASCO COUNTY TOURIST DEVELOPMENT
SPONSORSHIP AGREEMENT

THIS TOURIST DEVELOPMENT SPONSORHIP AGREEMENT is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "COUNTY," and USA Calisthenics Association Inc., a Florida not for profit corporation, hereinafter called the "USACA."

W I T N E S S E T H:

WHEREAS, the Pasco County Tourist Development Council seeks to provide for the advancement, generation, growth and promotion of tourism, the enhancement of the tourist industry, and the attraction of tourists from within and without the State of Florida to Pasco County; and

WHEREAS, Section 125.0104(5)(a)2, Florida Statutes, provides that tourist development tax revenues may be expended to promote and advertise tourism in the State of Florida, nationally and internationally; and

WHEREAS, USACA, has proposed to hold an event, the Florida Cup, hereafter referred to as "the Event," to be held February 7, 2026, in Hudson, Florida, that will attract tourists to Pasco County; and

WHEREAS, in furtherance of promoting Pasco County to tourists, the Board of Pasco County Commissioners desires to provide monetary reimbursement from tourist development tax revenues to USACA for qualifying promotion and advertising of the Event.

NOW, THEREFORE, IN CONSIDERATION of the covenants and promises contained herein, it is mutually agreed between the parties hereto as follows:

SECTION 1. RECITALS

The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. TERM

This Agreement shall commence upon execution of this Agreement, and shall end on March 25, 2026, unless otherwise terminated or extended in accordance with the provisions of this Agreement and without prejudice to any surviving obligation.

SECTION 3. MAXIMUM AMOUNT OF FUNDING

A total of up to $9,000.00 may be remitted to USACA by the COUNTY within forty-five (45) days after full execution of this Agreement.

SECTION 4. SPONSORSHIP BENEFITS

The COUNTY's destination brand, Florida's Sports Coast (hereinafter referred to as "FSC") shall be recognized as Sponsor of the Event. The COUNTY shall receive all of the following:

- The Event shall take place at Sunwest Park, located in Hudson, Florida.
- Florida's Sports Coast (FSC) shall be prominently featured via Instagram Collaboration in no fewer than six (6) co-branded reels or posts posted by USACA during the Event. All reels or posts shall incorporate FSC's approved branding and messaging and be published during the Event to maximize engagement and visibility across audiences.
- USACA shall produce and publish an Instagram post featuring both the calisthenics park at Sunwest Park and Florida's Sports Coast (FSC) no later than ninety (90) calendar days prior to the commencement of the Event. This initial post shall serve as the foundation for Event promotion and FSC brand visibility. Additionally, USACA shall promote the Event and FSC through Instagram posts and reels no fewer than two (2) times per month during the final three (3) months before up to the Event.
- FSC shall receive brand visibility through its inclusion on the Event's official t-shirts. These t-shirts shall be distributed to and worn by participating Florida-based calisthenics clubs during the Event. FSC's logo placement shall be prominent and aligned with the overall design theme approved by both USACA and FSC, ensuring consistent and high-impact exposure throughout the Event. During the Event, USACA shall ensure that each of the six (6) Florida- based freestyle athletes participates in real-time promotional activities featuring FSC via Instagram Collaborations. These activities shall include, at a minimum:

    - One (1) Instagram post or reel per athlete published on the day of their performance or appearance.
    - On-site engagement with FSC branding through apparel, signage, and verbal acknowledgments.
    - Behind-the-scenes content, interviews, or live interaction highlighting the athlete's experience and FSC's role as a key event sponsor.

SECTION 5. REQUIREMENTS FOR FUNDING

a. USACA shall comply with all Sponsorship Benefits included in Section 4 of this Agreement.
b. Within forty-five (45) days after the ending date of the Event (March 25, 2026), USACA shall submit to the COUNTY a complete Post Event Promotional Report, containing original or copies of advertisement(s), broadcast/video script(s) or demo video/audio versions of promotions, print advertisement, and/or internet advertisement, social media screenshots and any other applicable proof of performance of the Sponsorship Benefits as stated in Section 4 of this Agreement. The Post Event Promotional Report shall include promotional value and performance statistics for each of the Sponsorship Benefits.
c. Within forty-five (45) days after the ending date of the Event (March 25, 2026), USACA shall submit to the COUNTY a complete Post Event Report, provided as Exhibit B, reporting attendance and room night generation.
d. USACA must fill out Sports Tourism Survey using the QR Code included in the Post Event Report mentioned in Section 5.c. of this Agreement.
e. Failure to comply with the requirements of this Section shall render USACA ineligible for payment under this Agreement.

SECTION 6. NOTICES

All notices shall be deemed to have been duly given (a) when delivered in person, (b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail (but, in the case of electronic mail, only if followed by hand delivery, transmittal by national overnight courier for delivery on the next Business Day, or when an email delivery receipt is obtained), (c) upon receipt after dispatch by registered or certified mail, postage prepaid, or upon refusal, or (d) on the next Business Day if transmitted by national overnight courier (with confirmation of delivery). All notices required or permitted hereunder shall be addressed to the parties as follows:

If to the COUNTY:

Pasco County Destination Management Organization
8731 Citizens Dr.
New Port Richey, FL 34654

If to USA Calisthenics Association Inc.:

Yohann Offredo

7540 Transom Court
Tampa, FL 33607

SECTION 7. MISCELLANEOUS PROVISIONS

a. Prior Agreements. This Agreement represents the entire Agreement between the parties and supersedes any and all prior agreements, negotiations or understandings, written or oral relating to the matters set forth herein. Prior agreements, negotiations, or understandings, if any, shall have no force or affect whatsoever on this Agreement.

b. Assignment. No assignment, delegation, transfer or novation of this Agreement or any part hereof shall be made unless approved in writing and signed by the parties to this Agreement.

c. Severability. If any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of this Agreement remaining valid and enforceable.

d. Amendments. No modification, addendum, or amendments of any kind whatsoever may be made to this Agreement unless in written consent and signed by both parties.

e. Sovereign Immunity. Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the COUNTY under Section 768.28, Florida Statutes (2024), as this statute may be amended from time to time, is deemed to apply to this contractual Agreement. USACA shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership or joint venture of employment between USACA and the COUNTY and/or agency thereof. None of the personnel under contract to, employed by, or volunteering for USACA shall be deemed in any way to have any contractual relationship with the COUNTY and/or agency thereof. USACA shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder.

f. Indemnification/Insurance. USACA agrees to indemnify and hold harmless the COUNTY, its respective directors, officers, employees, and agents from any and all liability and/or claims arising out of the negligence or willful misconduct of USACA in connection with the Event. USACA hereby

agrees to indemnify and hold harmless the COUNTY and its officers, agents, and employees from any and all liability and/or claims, demands, judgments, suits, causes of action, and attorneys' fees and costs assessed against it or them arising out of the negligence or willful misconduct of USACA or as a result of the COUNTY having provided the funding which is the subject of this Agreement.

USACA shall obtain and maintain occurrence-type general liability insurance coverage in amounts not less than one million dollars ($1,000,000.00) per occurrence and one million dollars ($1,000,000.00) annual aggregate, with insurance carriers approved by the County. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term and upon the termination or expiration of this Agreement, USACA shall purchase tail coverage for a period of three years after the termination or expiration of this Agreement (said tail coverage shall be in amounts and type equivalent to the claims-made coverage).

USACA shall furnish to the County certificate(s) of insurance in the form required by the County and, if requested by the County, USACA shall provide certified copies of all required insurance policies. The certificate(s) of insurance shall clearly indicate that USACA has obtained insurance of the type, amount, and classification required for strict compliance with this Agreement and that no reduction in coverage or in limits, suspension, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. All certificate(s) of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail (return receipt requested) has been given to the County to the attention of the Pasco County Risk Manager, Pasco County BOCC, 7536 State Street New Port Richey, Florida 34654. In the event any insurance coverage expires prior to the expiration of this Agreement, a renewal certificate shall be issued thirty (30) days prior to said expiration. Compliance with the foregoing requirements shall not relieve USACA of any liability and/or other obligations pursuant to this Agreement. Neither approval by the County, nor failure to disapprove insurance certificates or policies furnished by USACA, shall release USACA from full responsibility of all liability or its obligations under this Agreement.

All insurance policies shall be issued by responsible companies authorized to do business under the laws of the State of Florida. Said insurance companies shall have an "A" policyholders' rating, have a financial rating of at least Class VIII in accordance with the most current Best Key Rating Guide, and shall be satisfactory to the County. Policies of insurance required by this Agreement shall be

primary insurance with respect to the County, its officials, agents, or employees. Any insurance or self-insurance maintained by the County or its officials, agents, or employees, shall be in excess of USACA's insurance and shall not contribute with it. All policies of insurance required by this Agreement shall specifically provide that Pasco County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners and its officials, agents, or employees shall be "additional insureds" under the policy. The insurance coverage and limits provided herein are designed to meet the minimum requirements of the County. The provisions of this paragraph f. shall survive the Term and/or termination of this Agreement.

g. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any litigation about this Agreement shall be in the 6th Judicial Circuit in and for Pasco County, Florida.

h. Time is of the Essence. Time is of the essence to all parts of this Agreement.

i. Force Majeure. Neither party shall be responsible for events beyond its reasonable control, such as acts of God, pandemics, weather delays, government restrictions, or unforeseen commercial delays. If the Events are postponed or cancelled, they may be rescheduled for another time prior to September 30, 2026.

j. Third Party Beneficiaries. The parties hereby acknowledge and agree that it is not the intent of any party to this Agreement to confer any rights on any persons or entities other than the parties to this Agreement. No person or entity not a party to this Agreement shall have any claim or cause of action against the County for the failure of any party to perform in accordance with the provisions of this Agreement except as may be provided by law.

k. Public Records. USACA shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, USACA shall: (a) keep and maintain public records required by the County to perform the service under the Agreement; (b) upon request from the County's custodian of public records provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and

following completion of the contract if USACA does not transfer the records to the County; and (d) upon completion of the contract, transfer, at no cost to the County, all public records in possession of USACA. Upon transfer, USACA shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. All documentation produced as part of this Agreement will become the property of the County. This paragraph shall survive the expiration or termination of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 727-847-8129, tourism@FLSportsCoast.com, and 8731 Citizens Dr. New Port Richey, FL 34654.

Under Florida law, a Contractor who fails to provide the public records to the County within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

I. Termination. Either party to this Agreement has the right to terminate the Agreement in whole or in part, upon thirty (30) days written notice to the other party. Notwithstanding the foregoing, this Agreement may be terminated upon the COUNTY's failure to approve a budgetary allocation for any given fiscal period or upon breach of the Agreement by AAFF. Upon termination of the Agreement, all obligations of the parties under this Agreement shall cease and any County funds, which have not been disbursed to USACA at the time of such termination shall remain property of the COUNTY.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of Pasco County and USA Calisthenics Association Inc., on the dates indicated below.

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA,

Through its Designee

BY: Kimberlie Miller

Digitally signed by Kimberlie Miller
Date: 2025.10.10 11:41:29 -04'00'

DATE: _____

COMPANY: USA Calisthenics Association, Inc.

Yohann Offredo
Yohann Offredo (Oct 3, 2025 17:13:22 EDT)

Signature

Yohann Offredo

Yohann Offredo

DATE: 10/03, 20__

WITNESSES:

Alexander Leviton
Alexander Leviton (Oct 6, 2025 13:47:09 EDT)

Signature of Witness

Alexander Leviton

Print or Type Name

Anais C Kermoal (Oct 6, 2025 13:48:13 EDT)

Signature of Witness

Anais C Kermoal

Print or Type Name

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CA26-5009 **DATE:** 1/20/2026

SUBJECT: (11:00 A.M. Time Certain) Tampa Bay Water Presentation

AGENDA SECTION: Regular Agenda

RECOMMENDED BOARD ACTION:
Presentation Only

ATTACHMENT(S):
None

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CA26-5008 **DATE:** 1/20/2026

SUBJECT: (11:15 A.M. Time Certain) Pasco EDC Quarterly Update

AGENDA SECTION: Regular Agenda

RECOMMENDED BOARD ACTION:
Presentation Only

ATTACHMENT(S):
None

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CA26-5010 **DATE:** 1/20/2026

SUBJECT: Federal Platform

AGENDA SECTION: Regular Agenda

RECOMMENDED BOARD ACTION:
Discussion

ATTACHMENT(S):
None

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** PDE26-0034 **DATE:** 1/20/2026

SUBJECT: Food Policy Advisory Council Annual Update

REFERENCES: Resolution No. 21-185

AGENDA SECTION: Regular Agenda

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED BOARD ACTION:
Presentation Only

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:
The Food Policy Advisory Council (FPAC) was established by the Board of County Commissioners in 2015 and re-constituted through Resolution No. 21-185. FPAC was created for the purpose of supporting an equitable, resilient, local food system in the County and to facilitate the review of responsible policies that improve the access to culturally appropriate, nutritionally sound and affordable food produced in the County. FPAC provides credible, well-conceived community food policy advice that can dramatically reduce instances of chronic disease and obesity, preserve agricultural lands, promote agricultural uses throughout the County, and assist in the development of new businesses in the food system sector.

Duties of the Food Policy Advisory Council are to:

- Provide collaborative, educated insights on food system elements that touch on economic development, food security efforts, preservation and enhancement of agricultural lands, and environmental concerns through community workshops;
- Support the development and expansion of locally produced foods through venues such as farmers markets and corner stores;
- Review proposed and existing County ordinances that affect the food system and advise the BCC on actions related to supporting the County's food system as appropriate;
- Make recommendations to the BCC concerning County food system elements;
- Gather, synthesize, and share information regarding community food systems within the County and the municipalities; and
- Provide an annual status report on the activities that the FPAC has undertaken in support of its purpose.

FY2025 FPAC Activities:
The Food Policy Advisory Council's activities were limited by recovery after Hurricanes Helene and Milton. However, the FPAC did accomplish the following:

1. FPAC members tracked Florida House Bill 89, during the 2025 legislative session. This bill would have allowed local governments to enact land

development regulations to permit land use for small-footprint grocery stores located in food insecure areas. The bill died in committees and was not enacted.
2. FPAC conducted a food policy crosswalk to review food policy in other jurisdictions as noted in Resilient Pasco Action Plan (4.4.3). The goal of this effort was to learn from other areas how local food sovereignty is best supported.
3. FPAC conducted a policy review of the proposed Pasco County Backyard Chickens Ordinance. FPAC reviewed and provided comments to the Ordinance Development Team, relating to LDC Section 530.25 and Chapter 14 of the Code of Ordinances.
4. FPAC participated in Plants and Pints events throughout the year. The event is hosted by Keep Pasco Beautiful, and New Port Richey Farmnet. This plant swap and produce exchange occurs the third Thursday of the month at Ordinance One in New Port Richey, FL.
5. FPAC planned the Pasco County Second Annual Food Summit. The free event featured presentations from local experts in agriculture, food sustainability, and community food security. The First Food Summit was held in January of 2024 and its success helped guide the planning of the 2025 Food Summit.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action.

DISTRIBUTION:
Not applicable.

ATTACHMENT(S):
1. Resolution No. 21 -185

cc: DA/DE/NP/AH/RJ

BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION No. 21-185**

A RESOLUTION BY THE PASCO COUNTY BOARD OF COUNTY COMMISSIONERS CONSOLIDATING RESOLUTION NOS. 15-165, 17-231, AND 20-154 AND RE-CONSTITUTING THE PASCO COUNTY FOOD POLICY ADVISORY COUNCIL

WHEREAS, the Pasco County Food Policy Advisory Council (FPAC), established by Resolution No. 15-165 and restructured by Resolution Nos. 17-231 and 20-154, has provided the Pasco County Board of County Commissioners and stakeholders with a forum to encourage the establishment of small businesses; the offering of safe, nutritious, affordable, and locally grown food; the efficient use of land, the preservation and conservation of agriculture; the reduction in food transportation distances; and the promotion of agricultural educational resources for the local population; and

WHEREAS, on March 10, 2021, at the regularly scheduled FPAC meeting, the FPAC voted unanimously to recommend to the Pasco County Board of County Commissioners to restructure the attorney member criteria to expand the pool of valuable skilled legal professionals for potential application to the FPAC attorney member position of the FPAC; and

WHEREAS, on March 10, 2021, at the regularly scheduled FPAC meeting, FPAC voted unanimously to recommend to the Pasco County Board of County Commissioners to extend the term of the FPAC for another six (6) year period to May 19, 2027; and

WHEREAS, the proposed restructuring of the FPAC member attorney criteria and extension of the FPAC term for another six (6) years will provide credible, well-conceived community food policy advice that can dramatically reduce instances of chronic disease and obesity, preserve agricultural lands, promote agricultural uses throughout the County and assist in the development of new business innovation in the food system sector; and

WHEREAS, the Board of County Commissioners desires to consolidate Resolutions Nos. 15-165, 17-231 and 20-154 and to re-constitute the FPAC as described herein.

NOW, THEREFORE, BE IT RESOLVED by the Pasco County Board of County Commissioners, in regular session duly assembled, that Resolution No. 15-165, as amended by Resolution No. 17-231, and as amended by Resolution No. 20-154 be consolidated and amended as follows:

Section 1. Recitals. The above recitals are true and correct and incorporated herein by reference.

Section 2. Purpose of the Food Policy Advisory Council.
The Pasco County Board of County Commissioner (BCC) has established the Food Policy Advisory Committee (FPAC) to support an equitable, resilient, local food system in Pasco County. The FPAC serves at the discretion of the BCC and provides advisement to the BCC by adhering to its mission of facilitating the review of responsible policies that improve the access to culturally appropriate, nutritionally sound and affordable food produced in Pasco County. Since its establishment in 2015, the FPAC has performed consistent with its mission and shall continue to be a resource to the BCC and the residents of Pasco County.

Section 3. Duties of the Food Policy Advisory Council.

The duties of the FPAC are as follows:

Provide collaborative, educated insight on food system elements that touch on economic development, food security efforts, preservation and enhancement of agricultural lands, and environmental concerns through community workshops that:

a) support the development and expansion of locally produced foods through venues such as farmers markets and corner stores;
b) review proposed and existing County ordinances that affect the food system and advise the BCC on a better course of action relative to supporting the County's food system as appropriate;
c) making recommendations to the BCC concerning County food system elements;
d) gather, synthesize, and share information regarding community food systems throughout the County and within the municipalities; and
e) provide an annual status report on the activities that the FPAC has undertaken in support of its Purpose.

Section 4. Composition of the Food Policy Advisory Council and Membership

a) Composition: The FPAC shall be comprised of eleven (11) voting members and one (1) non-voting member appointed by the BCC. The FPAC shall be comprised of:

i. Voting Members:

1. A farmer that resides and farms in Pasco County;
2. A health care professional employed by the Florida Department of Health located in Pasco County;
3. A food/nutrition/agricultural professional that is employed by the District School Board of Pasco County;
4. An academic professional specializing in cultural studies and ecology employed by a local university /higher education institution;
5. A local representative from an established farmers' market;
6. An attorney experienced in food systems, preferably residing and/or practicing in Pasco County or the Tampa Bay region.
7. A representative from a not-for-profit organization within the food system sector operating in Pasco County;
8. A representative from a grocer/distributor industry.
9. A food/nutrition professional that resides in Pasco County and possesses certified nutritionist credentials.
10. At-Large Position #1.
11. At-Large Position #2.

ii. Non-Voting Member:

1. A professional employed by the University of Florida's Institute of Food/Agriculture Science ("IFAS") program working in Pasco County's Cooperative Extension Program.

iii. Alternate Members:

1. Each of the above FPAC voting and non-voting members may have a designated alternate, with voting rights (except the non-voting member) if the seated FPAC member cannot attend an FPAC meeting. Designated alternates are expected to attend all FPAC quarterly meetings and workshops, as scheduled.

b) Terms. FPAC members shall be appointed to a three (3) year term with no person serving more than three consecutive terms as a member, except that if an appointment to the FPAC expires before the BCC has appointed a replacement member, then the member whose term has expired shall serve until a successor has been appointed.

c) Meetings. The FPAC shall meet at a minimum quarterly or more frequently as agreed upon by the majority vote of the members. A Pasco County staff member from the Planning and Development Department shall provide support based on availability.

d) Vacancy. If an FPAC member misses more than two meetings in a given year their membership shall be reviewed and replaced if agreed by a majority vote of the FPAC members. Member vacancies shall be filled in the same manner as the original appointment.

f) Compensation. Members shall be able to devote the time necessary to participate in the activities of the FPAC. Members shall receive no compensation for the performance of their duties as members of the FPAC; however each member may be paid necessary expenses, as authorized in Section 112.061, Florida Statutes, incurred while engaged in the performance of duties to the extent funds are available and such expenses are approved in advance by the County.

Section 5. Officers, Quorum, and Rules of Procedure.

a) Chairperson. The FPAC shall elect a Chairperson among the appointed FPAC members to preside at all meetings. The Chairperson shall be elected in June of each year and shall serve until the first meeting in June of the following year. The Chairperson will be responsible for creating meeting agendas with County staff designee. Additionally, the Chairperson will make all presentations, findings and determinations to the Pasco County BCC unless designated to another member and agreed upon by majority vote of the members. The Chairperson shallbe subject to the term limits set forth for all members.

b) Vice-Chairperson. The FPAC shall elect a Vice-Chairperson to preside and act on behalf of the Chairperson during his or her absence. The term of office and method of election for the Vice-Chairperson shall be the same as the Chairperson.

c) Quorum & Voting. The presence of a majority of the members of the FPAC shall constitute a quorum of the FPAC necessary to take action and transact business. No vacancy in the

membership of the FPAC shall impair the right of a quorum to exercise all the rights and perform all the duties of the FPAC. In addition, once quorum requirements have been met, an affirmative vote of the majority of the FPAC members present at a meeting shall be necessary for the FPAC to take any action. A tie vote shall not be considered an affirmative vote.

d) Conduct. The FPAC shall conduct its meetings in accordance with the current edition of Roberts Rules of Order. All FPAC activities shall be governed by the applicable federal, state, and local ordinances and are deemed to be included in this Resolution the same as though herein written out in full. All FPAC meetings shall be open to the public and subject to the applicable provisions of the Florida open meetings ("Sunshine") laws, Chapter 286, Florida Statutes. The records of the FPAC shall be subject to the applicable provisions of the Florida Public Records Law, Chapter 119, and Florida Statutes. The members of the FPAC shall be subject to the applicable provisions of the Code of Ethics for Public Officers and Employees, Chapter 112, Part III, Florida Statutes, including but not limited to sections 112.313 and 112.3143, Florida Statute.

Section 6. Meetings.

a) Meeting Notice. Notice of regular or special meetings of the FPAC and the time and location of each meeting shall be published to the public. FPAC meetings shall be held in a public facility of sufficient size to accommodate those present and at such locations as the FPAC may determine from time to time.

b) Regular Meetings. The F PAC shall establish a schedule of regular meetings,which shall be held at least quarterly. A schedule of each year's regular meetings shall be distributed to all FPAC members in June of the preceding calendar year.

c) Special Meetings. The Chairperson may call a special meeting of the FPAC on his/her initiative, at the request of any four (4) members or at the request of the BCC.

Section 7. Term. Six (6) years after the date of adoption of this Resolution, the Board shall review the activities of the FPAC to determine whether the FPAC still serves a necessary function and should continue in existence.

Section 8. Adoption.
This resolution shall become effective upon adoption.

DONE AND RESOLVED this 18th day of May 2021.

ATTEST:
NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

Ronald E. Oakley

RONALD OAKLEY
CHAIRMAN

APPROVED
IN SESSION
MAY 18 2021
PASCO COUNTY
BCC

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** PDE26-0364 **DATE:** 1/20/2026

SUBJECT: Pasco Re-entry Jobs and R.O.I. Update

AGENDA SECTION: Regular Agenda

RECOMMENDED BOARD ACTION:
Presentation Only

ATTACHMENT(S):
None

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 4 **FILE NO.:** PDE26-0019 **DATE:** 1/20/2026

SUBJECT: An Ordinance Amending the Pasco County Comprehensive Plan; Providing for a Small-Scale Comprehensive Plan Amendment to the Future Land Use Map (Map 2-15 And Sheet 10) From RES-6 (Residential 6 – Du/Ga) To COM (Commercial) on Approximately 1.72 Acres of Real Property Located on the North Side of Ridge Road Approximately 180 Feet East of the Intersection of Broad Street and Ridge Road; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.

REFERENCES: All Local Planning Agency (LPA) and Board of County Commissioners (BCC) public hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): LPA at NPR 11/20/25 – BCC at NPR 01/20/26

AGENDA SECTION: Public Hearings

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED BOARD ACTION:

Accept public comment. Adopt the proposed Comprehensive Plan Amendment and Ordinance by roll-call-vote. Authorize the Chair to execute the original(s) of the ordinance provided and direct the Board Records Department to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

PROJECT OVERVIEW

The petitioner is requesting a Comprehensive Plan Map Amendment to change the Future Land Use (FLU) designation from RES-6 (RESIDENTIAL- 6 DU/GA) to COM (COMMERCIAL) to allow for a mixture of neighborhood commercial uses on approximately 1.72 acres in accordance with Policy FLU 1.6.4. The subject site is currently vacant. The applicant proposes to build a retail plaza with multiple businesses to serve the local community.

On June 18, 2024, the Board of County Commissioners approved a Comprehensive Plan Amendment, CPA22(12), to increase the floor area ratio in the Urban Service Area to 3.0 Floor Area Ratio (FAR). This project is located in the Urban Service Area and as such will benefit from the additional FAR.

This agenda memo was prepared by: Yvrose Stevens, Planner II

GENERAL INFORMATION	
Agent of Record (AOR)	Jean Mandilk
Applicant	KNJN Real Estate LLC
Project Address	Ridge Road, New Port Richey, FL

SITE DETAILS						
Parcel ID	Acres	Existing Future Land Uses(s)	Existing Zoning	Proposed Future Land Use(s)	Existing Uses(s)	Proposed Uses(s)
26-25-16-0020-00600-0280	0.64	RES-6 (Residential 6 – DU/GA)	R-1MH Single/Family/Mobile Home District	COM (Commercial)	Vacant	Retail Plaza
26-25-16-0020-00600-0320	1.08	RES-6 (Residential 6 – DU/GA)	R-1MH Single/Family/Mobile Home District	COM (Commercial)	Vacant	Retail Plaza

SURROUNDING ZONING AND LAND USE			
	Zoning District	Future Land Use (FLU)	Existing Use
North	R-1MH Single/Family/Mobile Home District	RES-6 (Residential 6 – DU/GA)	Vacant/Single-Family Dwellings
South	A-C Agricultural District	RES-6 (Residential 6 – DU/GA)	Ridge Road/Vacant
East	C-2 General Commercial District	RES-6 (Residential 6 – DU/GA)	The SOD Farm
West	R-1MH Single/Family/Mobile Home District	RES-6 (Residential 6 – DU/GA)	Johnny Cool AC/Heat Contractor

See *Appendix* for zoning and FLU terms at the end of this report.

LPA/BCC ACTIONS

On November 20, 2025, the Local Planning Agency (LPA) held a public hearing on the proposed Amendment and unanimously found the proposed amendment consistent with the Comprehensive Plan.

FINDINGS OF FACT

The Administrative Element of the Comprehensive Plan provides a framework by which proposed Amendments shall be evaluated. The following are the Planning,

Development and Economic Growth (PDE) Department's findings of fact pursuant to each evaluation criterion.

1. **Consistency of Proposed Change with the Goals, Objectives, and Policies.**
The Planning, Development and Economic Growth Department (PDE) determined the proposed CPAS to be consistent with the Comprehensive Plan; as outlined in the Comprehensive Plan Consistency Analysis below.

2. **Additional Amendments Recommended.**
No further amendments are necessary in conjunction with the proposed amendment. There is an accompanying rezoning petition that is forthcoming.

3. **Analysis of the Capital Costs, Service Requirements, and Benefits.**
Pasco County shall collect and utilize impact fees pursuant to Chapter 1300 of the Land Development Code (LDC) and Chapter 11 of the Comprehensive Plan including but not limited to mobility, fire, water, and sewer. Any increased capital costs and services resulting from the proposed amendment will be addressed through the payment of impact fees, increased ad valorem taxes, special assessments, or other revenue sources designed to recapture the costs of providing public facilities and services to new growth.

4. **Live Local Provision.**
The applicant has agreed to a Voluntary Deed Restriction on the subject site to ensure the intended use of the property is for commercial uses, and not to include residential uses.

COMPREHENSIVE PLAN CONSISTENCY ANALYSIS

The following is a discussion of the Comprehensive Plan Policies that support the recommendation to approve the proposed amendment.

COM (COMMERCIAL)
Pursuant to the Comprehensive Plan, the intent of COM FLU designation is to establish appropriate sites for the development of commercial development of major future community or region-serving, commercial uses and to permit the land use intensities necessary to achieve this result.

The applicant is seeking a small-scale FLU amendment from RES-6 to COM to allow for commercial uses within the area while serving the surrounding residential communities. The following policies illustrate the appropriateness of the application of COM to the subject property and is supported as compatible transitional land use under POLICY FLU 1.4.3 between Ridge Road and the surrounding residential uses.

POLICY FLU 1.6.4: NEIGHBORHOOD COMMERCIAL USES
The proposed amendment to the COM designation is supported by POLICY FLU 1.6.4, Neighborhood Commercial Uses as the subject site meets the locational criteria to allow for an amendment to COM FLU. The proposed site is located along Ridge Road, an existing arterial roadway; the proposed development is not located internally within

existing single-family residential development; it will not proliferate, extend, or set a precedent for future strip commercialization and the development will serve the needs of the immediate neighborhoods because it will be less than four (4) acres in size.

The addition of COM at this location does not constitute strip commercialization along Ridge Road. Further west of this subject site, at the northeast corner of Ridge Road and Broad Street, lots were designated for non-residential use via C-2 General Commercial District zoning. Adjacent to the east of the subject site, lots are also designated for non-residential uses with more C-2 General Commercial zoning beyond which is the residential subdivision that naturally limits any further commercial development. The subjet site is between the two C-2 zones and is not an expansion of strip commercial. Additionally, the new COM aligns with existing commercial uses on the south side of Ridge Road, reinforcing the commercial character of this segment of Ridge Road.

POLICY FLU 1.4.3: TRANSITIONAL LAND USES
Pasco County shall evaluate Comprehensive Plan Amendments to ensure that transitional land uses are provided as a buffer between residential and nonresidential land use designations, between varying densities of residential land use designations, and in managing redevelopment of areas no longer appropriate as viable residential areas. Exhibit 2-2, Appropriate Transitional Land Uses, is to be used as a guideline in determining appropriate transitional land uses.

Exhibit 2-2, the Transitional Land Use table, depicts RES-6 and COM as compatible transitional uses with sensitive site design such as sufficient buffers, architectural controls, and limited hours of operations as set forth in the Land Development Code. The surrounding RES-6 is a compatible transitional use with the proposed COM which aligns with and is supported by Policy FLU 1.4.3. It is important to note that new single-family development directly on Ridge Road is not appropriate given the access needs of such forms of development and the quality of life along an arterial roadway. Changing to COM will buffer the existing single family residential to the north from the arterial roadway.

POLICY FLU 1.8.7: - ECONOMIC DEVELOPMENT
Pasco County shall encourage development which will contribute more to the County in revenue than it will consume in services, provided that such development can be accomplished within the spirit of this Comprehensive Plan. Location within the West and South Market Areas is encouraged.

The proposal to change the FLU from RES-6 to COM will increase the amount of employment generating uses for the West Market Area and the local area, which will generate more revenue to the County than it will consume in services. The intent of the COM FLU designation is to establish areas exhibiting a broad range of commercial uses and recognize the continued existence of such areas. Therefore, the change from RES-6 to COM will create more opportunities for new and additional employment generating uses for the area.

The project will serve as an extension of the existing COM FLU designation on the

south side of Ridge Road and will continue to encourage future employment generation thus being aligned with and supported by Policy FLU 1.8.7.

POLICY FLU 1.8.10: - PRESERVATION OF CAPACITY FOR EMPLOYMENT-GENERATING USES

The County shall, through the development review process, ensure that adequate land and transportation capacity is available for present and future high-paying, employment-generating land uses, such as office, industrial, employment center uses.

The addition of 1.72 acres of commercial uses to the area in the Embassy District within the West Market Area will help to ensure that the land is available for future employment-generating usage. The proposed amendment is consistent with and supported by Policy FLU 1.8.10 by converting land designated for residential to commercial and establishing additional land usage for employment generation along Ridge Road.

POLICY FLU 8.1.1: - WEST MARKET AREA ESTABLISHMENT

The mission for the West Market Area is to create a competitive and unique location with a choice of living, working, shopping, education, employment, and leisure time opportunities in an environmentally sound and safe setting.

The proposed development is located in the Embassy District within the West Market Area on the north side of Ridge Road. The Embassy District speaks to creating livable, walkable, and interconnected neighborhoods with adequate infrastructure. Ridge Road is a County arterial roadway with the infrastructure already in place for future commercial development. This will continue the commercial pattern east of the site from Little Road along Ridge Road. The applicant's proposal is supported in this area as it proposes a retail plaza with a mixture of different businesses.

Additionally, the proposed development is located within the Urban Service Area, which addresses the need to create a live, work, and play environment that is found with well-connected street networks and a mixture of uses intended to serve the community and provide for a sense of place. This proposal is intended to provide the community with additional employment generating uses and amenities that can strengthen the vitality of local neighborhoods and improve quality of life for area residents. This is supported by and aligns with the mission of the West Market Area and Policy FLU 8.1.1.

POLICY FLU 9.1.7: - URBAN SERVICE AREA

The Pasco County Urban Service Area pursuant to Section 163.3164(50), Florida Statutes, shall be the Urban Service Area as identified on Map 2-22.

The subject site is located within the Urban Service Area (USA), which is intended to prioritize higher levels of density and intensity along major corridors. Pursuant to Ordinance No. 24-27, adopted on June 18, 2024, any development within the USA is permitted a Floor Area Ratio (FAR) not to exceed 3.0. The proposed amendment is consistent with and supported by Policy FLU 9.1.7 due to its location in the West Market Area in proximity to the Little Road and Ridge Road intersection, as there is adequate infrastructure to accommodate this level of intensity along a major collector

roadway. The proposed project will have access to adequate infrastructure for the development to utilize.

PLANNING DISCUSSION

The following is a discussion of site-specific details related to the project.

1. Site Characteristics. The proposed project is located within the Embassy District of the West Market Area, and the Urban Service Area. The site currently has a FEMA Zone of "X". There are no archeological sites or wetlands on or near the subject property.

2. Right-of-Way (ROW). The subject site is located on Ridge Road, a County maintained 4-lane arterial roadway with 130 feet of Right-Of-Way. Ridge Road is also on the County's vision road map.

3. Trails. There is currently a five (5) foot sidewalk on the north side of Ridge Road and an eight (8) foot multi-use path on the south side of Ridge Road. Both paths extend from Little Road to Moon Lake Road and are in proximity to the subject site. The nearest crosswalk access is at Broad Street and Ridge Road, approximately 250 feet to the west of the proposed development.

4. Transit/Bus Stops. The subject site is also located along Route 16. Route 16 runs along Ridge Road with one-hour headways and provides service to Gulfview Square Mall, PHSC West Campus, and Bayonet Point. To the west of the site is bus stop #14207, which offers a connection to Route 14.

PRELIMINARY FEASIBILITY ANALYSIS

A preliminary feasibility analysis was conducted by the PDE. The following assessments are derived from the various County departments and other agencies.

1. Transportation Needs Assessment (TNA). On 5/28/25, the PDE Transportation Planner concluded that the "TNA report provided by the applicant confirms that the proposed development will not excessively strain the 2050 transportation infrastructure. The analysis indicates that the surrounding roadway network can support the development without requiring capacity upgrades. Consequently, no mitigation measures are necessary at this time."

2. Pasco County Utilities (PCU). The following comments were received on 4/17/25, "This property is within Pasco County Utilities Water, Wastewater and Reclaimed Water Service Areas. The property estimated potable water demand was not provided on the Comprehensive Plan Amendment (CPA) Application:

   Potable Water: Development within this property will be required to connect to Pasco County Utilities Water system. There is currently potable water capacity to support the proposed development. The nearest watermain to the subject property is located at: Approximately 85 feet south of the subject property on opposite side of Ridge Road.

Wastewater: Development within this property will be required to connect to Pasco County Utilities wastewater system. There is currently capacity at the Shady Hills WWTP to support the proposed development. The nearest sewer main to the subject property is at: Approximately 660 feet northwest of the subject property on Broad Street.

Reclaimed water: Development within this property will not be required to connect to Pasco County Utilities reclaimed water system. However, there is currently reclaimed water capacity to support the proposed development. The nearest reclaimed main to the project is at: Approximately 0.72 miles west of the subject property on Ridge Road.

Comprehensive plan approval does not reserve water, wastewater, or reclaimed water capacity. Offsite main extensions and connection points for water, wastewater, and reclaimed water will be assessed during Engineering Review and Construction Plan permitting. Construction of offsite water, wastewater, and reclaimed facilities may be required. Offsite improvements must be constructed at the developer's expense per Pasco County Code Chapter 110 – Utilities."

3. Pasco Sheriff's Office (PSO). On 4/9/25, the material was circulated, and a response was not recorded during the review.

4. Fire Rescue. On 5/15/24, Fire Rescue completed their review with a status of "No Comments."

5. Emergency Management. On 4/29/25, Emergency Management completed their review with a status of "No Comments."

6. School District. On 4/9/25, the material was circulated, and a response was not recorded during the review.

7. Parks, Recreation, and Natural Resources (Parks Comments). On April 4/14/25, Parks and Rec completed their review with a status of "No Comments."

8. Parks, Recreation, and Natural Resources (Natural Resources Comments). The following comments were received on 5/6/25, "The project is not located within an Ecological Corridor or Ecological Planning Unit. Natural Resources will address any potential listed species on site at the time of MPUD zoning and/or site development submittal. A preliminary wildlife survey will be required."

9. Library Services. On 4/10/25, Library Services completed their review with a status of "No Comments."

10. Bicycle and Pedestrian Comments from PDE. The following comments were received on 5/14/25, "This review, conducted by PDE's Active Transportation Planner, evaluates existing active transportation facilities. The subject site abuts Ridge Road, a four-lane, divided, county-maintained arterial. A five-foot sidewalk

is located on the north side of Ridge Road, and an eight-foot multi-use path runs along the south side. The concept plan proposes an internal sidewalk connection within the site. There is approximately four feet between the curb and the road edge, but it is not designated as a bike lane.

Route 16 runs along Ridge Road with one-hour headways and provides service to Gulfview Square Mall, PHSC West Campus, and Bayonet Point. To the west of the site is bus stop #14207, which offers a connection to Route 14. This stop lacks amenities. Future development on the site would benefit from an improved bus stop, including replacement of the existing sign and post."

CASE HISTORY		
	Date	**Vote: Approve / Deny**
Local Planning Agency (LPA)	11/20/25	Approve, 5-0
Board of County Commissioners – Adoption	1/20/26	Pending

APPENDIX	
FUTURE LAND USE	
Term	**Reference**
RES-6 (RESIDENTIAL 6 – DU/GA)	Chapter Two – Future Land Use Element Section FLU A-6
COM (COMMERCIAL)	
ZONING	
Term	**Reference**
A-C AGRICULTURAL DISTRICT	Section 504, Land Development Code
R-1MH SINGLE-FAMILY/MOBILE HOME DISTRICT	Section 512, Land Development Code
C-2 GENERAL COMMERCIAL DISTRICT	Section 526, Land Development Code

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action. Pursuant to Section 125.66(3)(c)7.b., Florida Statutes the proposed amendment is exempt from the requirement to complete a Business Impact Estimate (BIE).

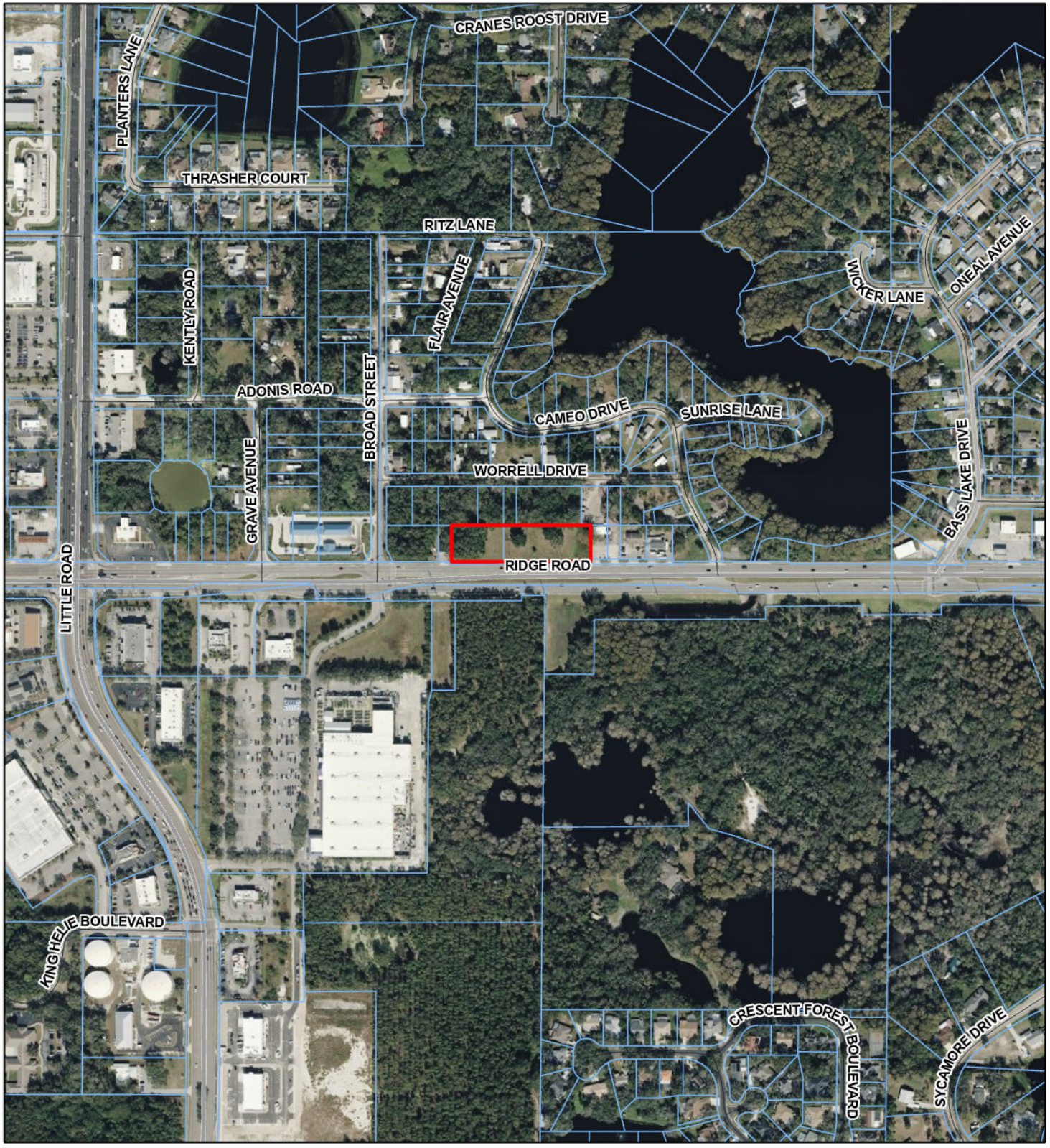
DISTRIBUTION:

1. Retain One (1) Original.
2. File a copy of the Ordinance with the Florida Department of State by transmittal via electronic mail within ten (10) days after the adoption of the Ordinance to CountyOrdinances@dos.myflorida.com.
3. Send the Executed Ordinance to Municode via electronic mail after the adoption of the Ordinance to MunicodeOrds@civicplus.com.
4. Electronically to:
   Yvrose Stevens, Planner II, ystevens@Pascocountyfl.net
   Jean Mandilk, jean@northsideengineering.net
   Chris Dougherty, cdougherty@inspireplacemaking.com
   Haiden Lewis, hlewis@inspireplacemaking.com
5. Mail One Original to:
   Jean Mandilk, Northside Engineering, Inc
   300 South Belcher Road
   Clearwater, FL 33765

ATTACHMENT(S):

1. PDE26-0019 Maps
2. PDE26-0019 Proposed Ordinance
3. PDE26-0019 FLU Designation
4. PDE26-0019 Transportation Needs Assessment
5. PDE26-0019 Proof of Publication
6. PDE26-0019 Affidavit

cc: DA/DE/NP/YS/PDE26-0019 Ridge Road Retail Plaza BCC



CPAS25(07)
RIDGE ROAD RETAIL PLAZA

26 25 16 0020 00600 0280
26 25 16 0020 00600 0320

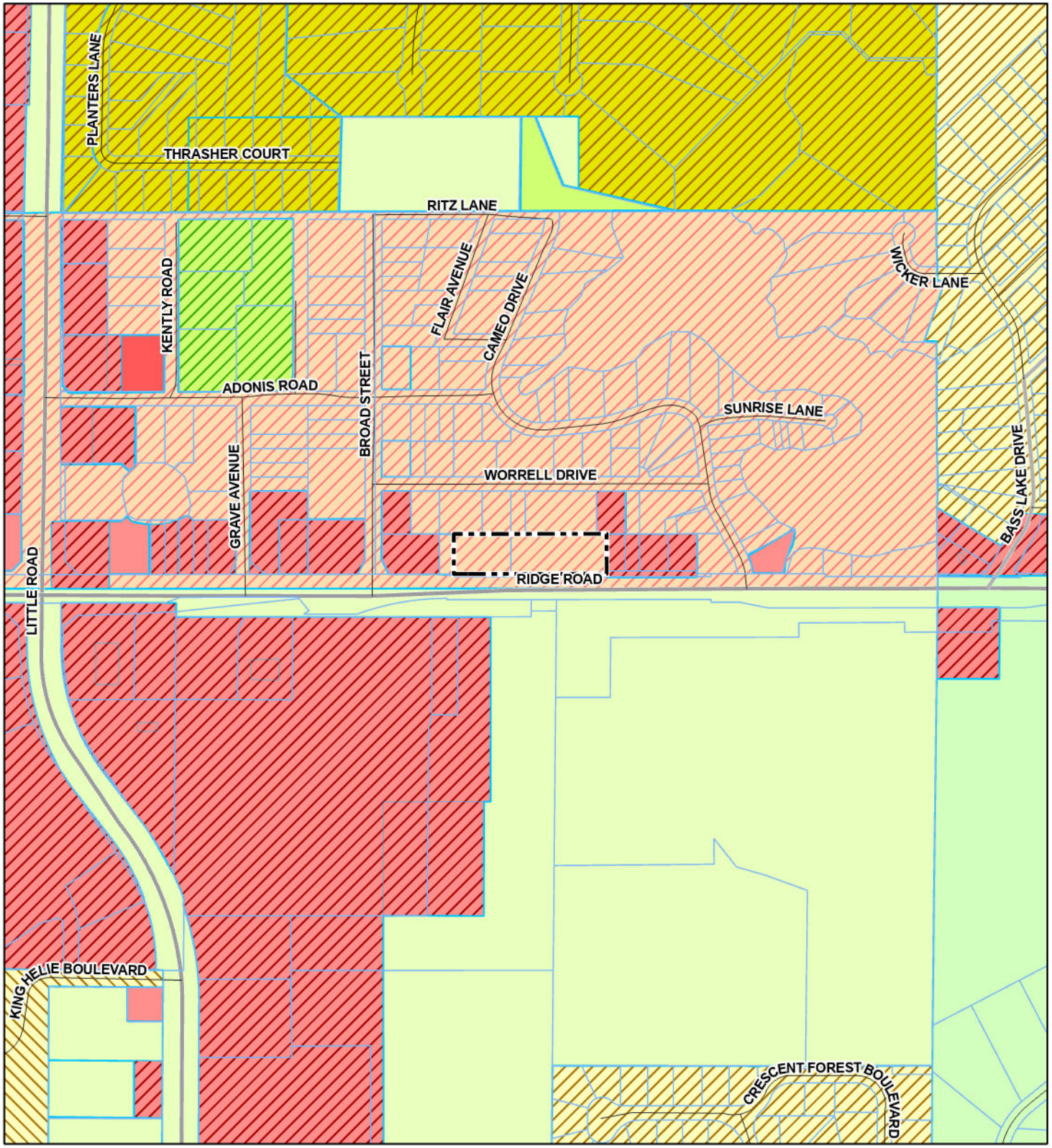
SUBJECT PROPERTY

COMMISSION DISTRICT: 4

0 500 1,000
Feet

T:\GIS Main\GISFlat02\FLU\CPAS25(07)
jhelmrich 4/21/2025





CPAS25(07)
RIDGE ROAD RETAIL PLAZA

26 25 16 0020 00600 0280
26 25 16 0020 00600 0320

COMMISSION DISTRICT: 4

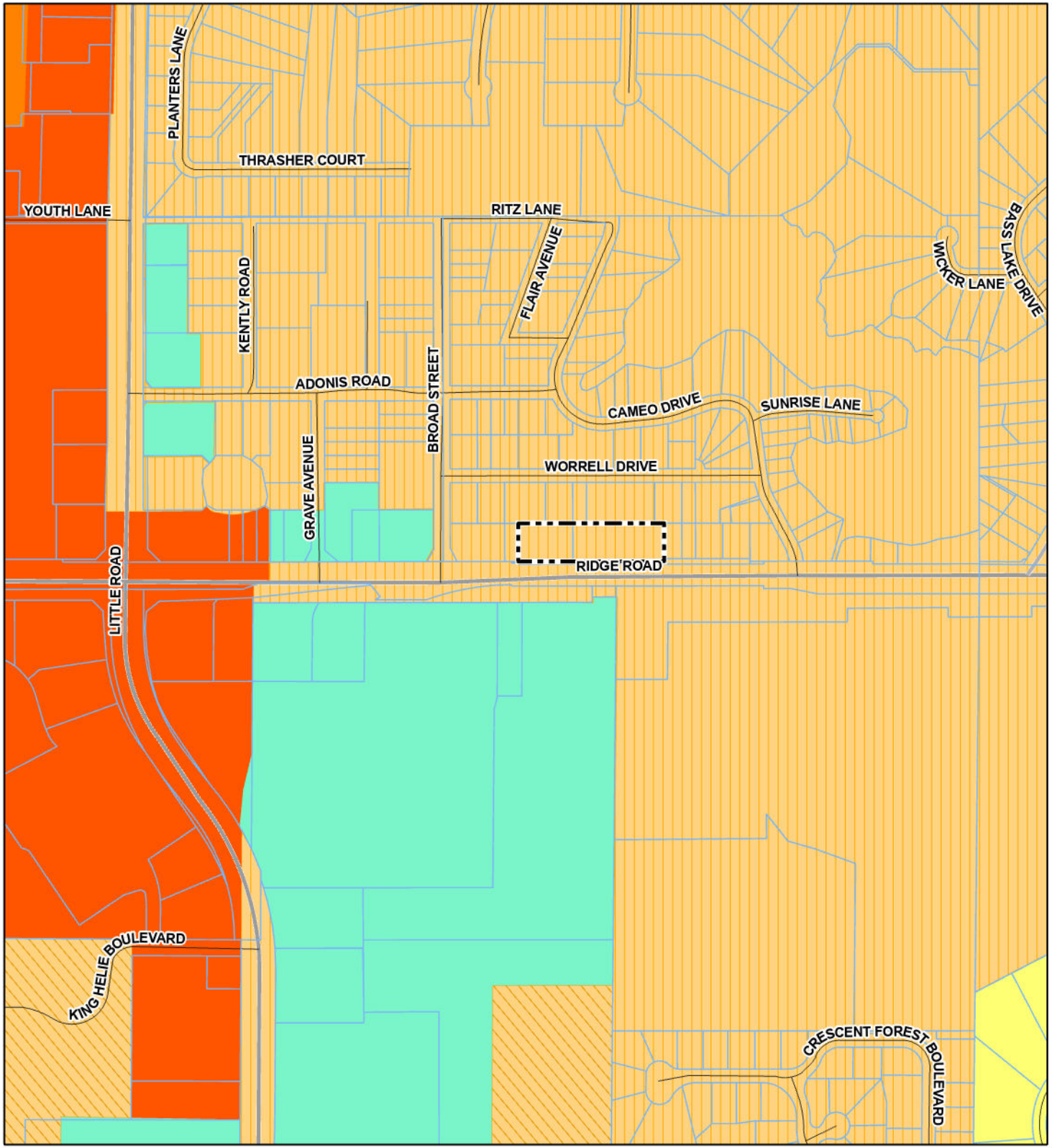
Zone

AC	C2	R1MH
AR	ER	R2
AR1	PO1	
C1	PUD	

0 500 1,000
Feet

T:\GIS Main\GISFlat02\FLU\CPAS25(07)
jhelmrich 4/21/2025





CPAS25(07)
RIDGE ROAD RETAIL PLAZA

26 25 16 0020 00600 0280
26 25 16 0020 00600 0320

SUBJECT PROPERTY

COMMISSION DISTRICT: 4

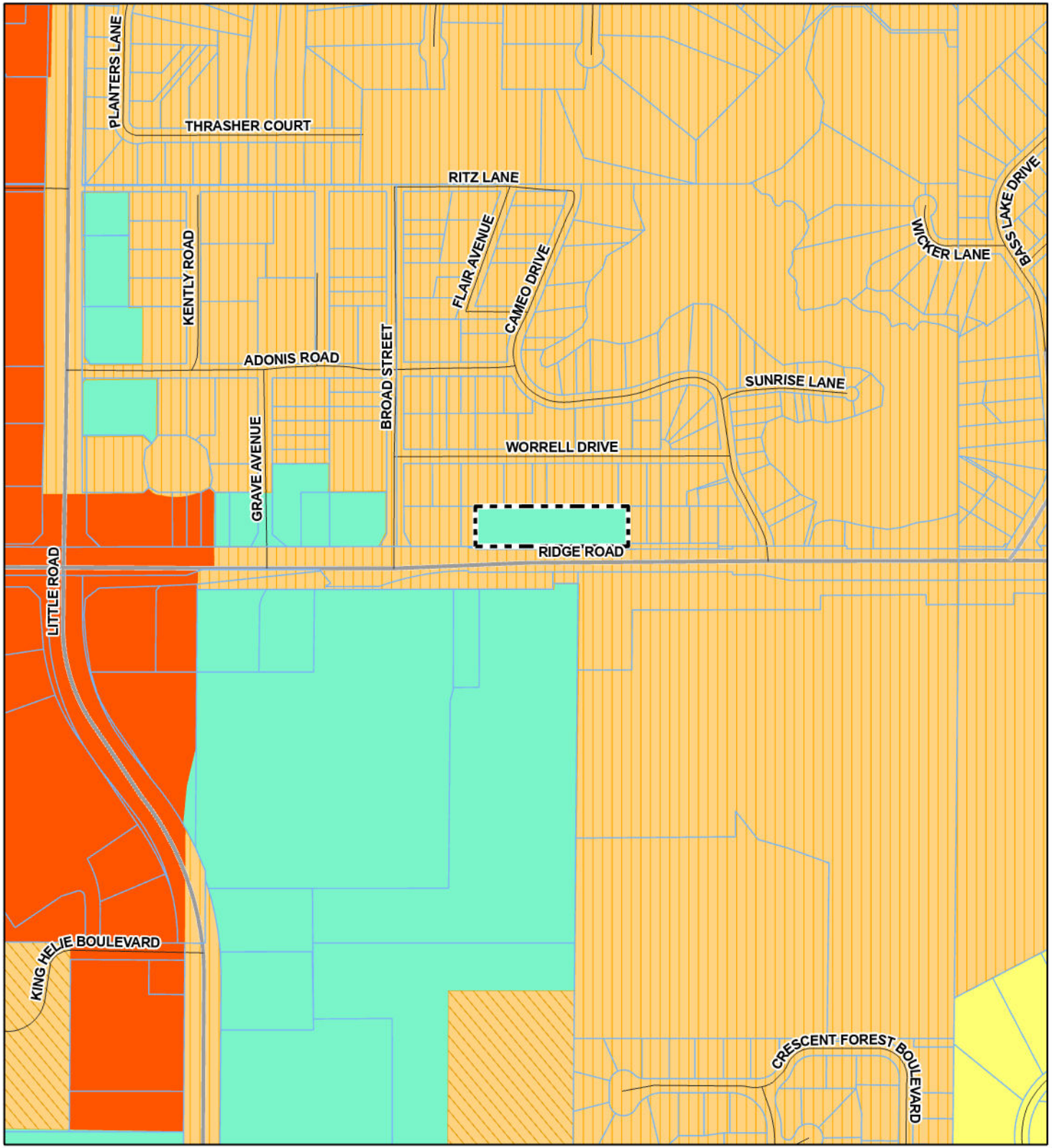
FLU CODE

COM	RES-6
RES-1	RES-9
RES-24	ROR

0 500 1,000
Feet

T:\GIS Main\GISFlat02\FLU\CPAS25(07)
jhelmrich 4/21/2025





CPAS25(07)
RIDGE ROAD RETAIL PLAZA

26 25 16 0020 00600 0280
26 25 16 0020 00600 0320

SUBJECT PROPERTY

COMMISSION DISTRICT: 4

FLU CODE

COM	RES-9
RES-1	ROR
RES-6	

0 500 1,000
Feet

T:\GIS Main\GISFlat02\FLU\CPAS25(07)
jhelmrich 4/21/2025



THE BOARD OF COUNTY COMMISSIONERS **ORDINANCE NO. _____**

AN ORDINANCE AMENDING THE PASCO COUNTY COMPREHENSIVE PLAN; PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP (MAP 2-15 AND SHEET 10) FROM RES-6 (RESIDENTIAL 6 – DU/GA) TO COM (COMMERCIAL) ON APPROXIMATELY 1.72 ACRES OF REAL PROPERTY LOCATED ON THE NORTH SIDE OF RIDGE ROAD APPROXIMATELY 180 FEET EAST OF THE INTERSECTION OF BROAD STREET AND RIDGE ROAD; AND PROVIDING FOR ADDITIONAL TEXT AMENDMENTS AS NECESSARY FOR INTERNAL CONSISTENCY; PROVIDING FOR A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapters 125 and 163, Florida Statutes, authorize and require the Board of County Commissioners of Pasco County to prepare and enforce a Comprehensive Plan for the development of the County; and

WHEREAS, the Board of County Commissioners adopted a Comprehensive Plan on June 15, 1989, which has been subsequently amended; and

WHEREAS, the Board of County Commissioners has determined that the proposed Amendment meets the criteria for a Comprehensive Plan Amendment pursuant to Section 163.3187, Florida Statutes; and

WHEREAS, the Board of County Commissioners has considered the staff report including data and analysis and has determined that the proposed Amendment is consistent with Part II, Chapter 163, Florida Statutes, and the Pasco County Comprehensive Plan; and

WHEREAS, all map amendments exclude applicable Transportation Corridor Preservation width as established in Table 7-2, as may be amended from time to time, of the Pasco County Comprehensive Plan; and

WHEREAS, the Local Planning Agency, on November 20, 2025, held a public hearing, with a quorum attending and voting, on the proposed Amendment to the Comprehensive Plan with due public notice provided, pursuant to Section 125.66(2), Florida Statutes, and found the proposed amendment consistent with the adopted Comprehensive Plan; and

WHEREAS, the Board of County Commissioners, on January 20, 2026, held an adoption public hearing, with a quorum attending and voting, on the proposed Amendment to the Comprehensive Plan with due public notice provided, pursuant to Section 163.3184, Florida Statutes, and considered all comments received during the public hearing.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Pasco County, Florida, as follows:

SECTION 1. FUTURE LAND USE ELEMENT MAP AMENDMENT.

The Official 2025 Future Land Use Comprehensive Plan Map 2-15 and Map Sheet 10 is hereby amended to change the Future Land Use classification from RES-6 (RESIDENTIAL-6 DU/GA) to COM (COMMERCIAL) on approximately 1.72 acres of real property, attached hereto as Exhibit A, and made a part hereof

SECTION 2. REPEALER.

All provisions of the Pasco County Comprehensive Plan adopted pursuant to Ordinance No. 89-13, as amended, in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY.

Each provision of this Ordinance and all Exhibits hereto is material to the Board of County Commissioners' adoption of this Ordinance. Accordingly, these provisions are not severable. In the event any section, subsection, sentence, clause, or provision of this Ordinance and/or any Exhibits hereto is declared illegal or invalid by a body with jurisdiction to make such determination, the remainder of this Ordinance and all Exhibits hereto shall be suspended until such time that the Board of County Commissioners modifies this Ordinance and/or Exhibits hereto to address the illegal or invalid provision of this Ordinance, and the remainder of this Ordinance after the exclusion of such part or parts shall be deemed to be valid.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall be transmitted to the Department of State by the Clerk to the Board by electronic mail within ten (10) days of the adoption of this Ordinance, and this Ordinance shall take effect upon confirmation by the Department of State of its receipt. The effective date of this Plan Amendment, if the Amendment is not timely challenged, shall be (thirty-one) 31 days after adoption. If timely challenged, this Amendment shall become effective on the date the state land planning agency, or the Administration Commission enters a final order determining the Amendment to be in compliance. No development orders, development permits, or land uses dependent on this Amendment may be effective or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this Amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

SECTION 5. LEGISLATIVE FINDINGS OF FACT

The foregoing Whereas clauses, incorporated herein, are true and correct.

ADOPTED by the Board of County Commissioners of Pasco County, Florida, in a session with a quorum present and voting this 20th day of January 2026.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

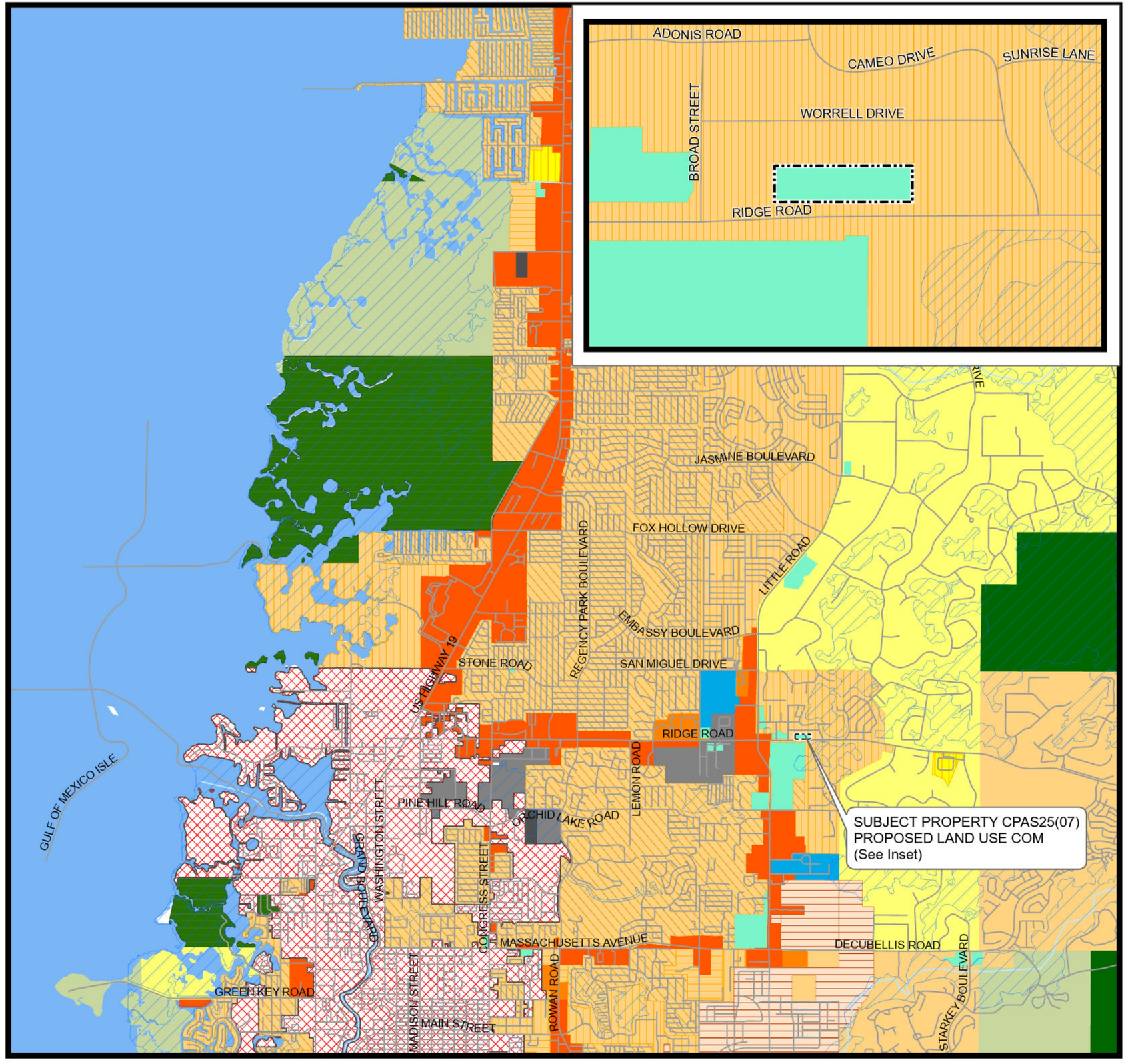
ATTEST:

Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

JACK MARIANO, CHAIRMAN

Exhibit A

[This page intended to be blank]



THE COMPREHENSIVE PLAN OF UNINCORPORATED PASCO COUNTY FUTURE LAND USE 2025

CPAS25(07) PROPOSED LAND USE

T 2 5 S R 1 6 E

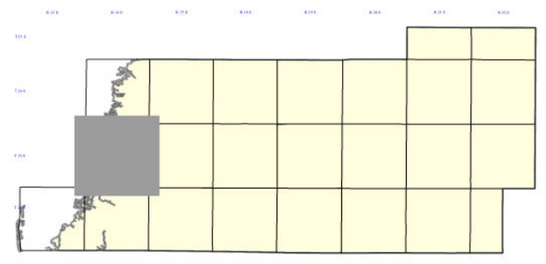
DATE ADOPTED: 06/15/1989 **SHEET 10 OF 24** ORDINANCE # 89-13

FUTURE LAND USE 2025 CLASSIFICATIONS

- AG Agricultural
- AG/R Agricultural / Rural
- AT Major Attractors
- C/L Coastal Land
- COM Commercial
- CON Conservation Land
- EC Employment Center
- GH Gateway Hub
- IH Industrial - Heavy
- IL Industrial - Light
- MU Mixed Uses
- NPC New Port Corners
- NT New Town
- OFF Office
- P/SP Major Public / Semi - Public
- PD Planned Development
- R/OS Major Recreation / Open Space
- RES-1 Residential
- RES-12 Residential
- RES-24 Residential
- RES-3 Residential
- RES-6 Residential
- RES-9 Residential
- ROR Retail / Office / Residential
- TC Town Center
- VMU1 Village Mixed Use - Type I
- VMU2A Village Mixed Use - Type 2A
- VMU2B Village Mixed Use - Type 2B

OVERLAYS

- CLASS I WETLANDS / LAKES
- CITY LIMITS
- FLEXIBLE PLAN BOUNDARY
- ROR OVERLAY
- PASADENA HILLS OVERLAY
- TRANSIT CENTER OVERLAY



N

0 0.5 1 2
Miles

Pasco County, Florida
Geographic Information Systems (G.I.S.)
Information Technology

Modified By:	Date Saved:
jhelmrich	3/31/2025 7:11 AM

Path: T:\GIS Main\GISPlats\02\FLU\CPAS25(07)

COM (COMMERCIAL)

Intent: To identify established areas exhibiting a broad range of commercial uses and to recognize the continued existence of such areas through the long-range-planning time frame. Also, to establish appropriate sites for the development of major future community- or region-serving, commercial uses and to permit the land use intensities necessary to achieve this result.

No uses which have a primary purpose of distribution of goods shall be permitted in the COM (Commercial) Land Use Classification.

General Range of Potential Uses:

Commercial uses, office uses, hotels, motels, compatible light manufacturing, processing and assembling of goods. No uses which have a primary purpose of distribution of goods shall be permitted in commercial.

Residential uses are only permitted when constructed in combination with commercial uses within a single building of two (2) or more stories, wherein the first-floor uses are commercial, office, and/or other nonresidential uses. Parking areas do not count as a nonresidential use in this context.

Density Restrictions: Dwelling Units/Developable Residential Acre

24.00 Maximum

Note: Small-Scale Comprehensive Amendments to the COM (Commercial) Future Land Use Classification shall be limited to a maximum residential density of ten (10) dwelling units/gross acre and shall be delineated on the Future Land Use Map with a specific symbol/pattern and a footnote.

Maximum Nonresidential Intensity: Floor Area Ratio

0.60

GRID ENGINEERING

TRAFFIC IMPACT STUDY

COMPPLN-2025-00002
Comprehensive Plan Amendment
Pasco County



Message From
Grid Engineering

March 22, 2025

Dear Mr. Khalil,

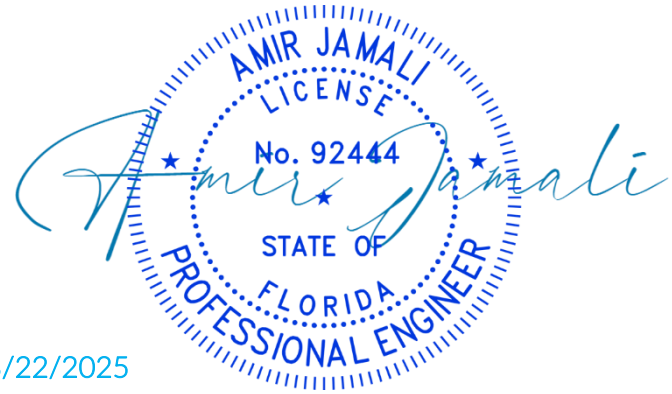
I am pleased to submit the Transportation Needs Assessment for the proposed future land use amendment project located along Ridge Road. This study has been prepared in accordance with the guidelines established by the Pasco County Land Development Code (LDC) to evaluate the potential traffic impacts associated with the development.

I trust that the enclosed report meets your expectations and provides valuable insights to support the review process. Should you have any questions or require additional information, please do not hesitate to contact me directly.

Thank you for your time and attention to this submission. I look forward to your feedback.

Sincerely,

Amir Jamali, PE, AICP, PTOE
President & Founder
Grid Engineering



3/22/2025

This item has been digitally signed and sealed by Amir Jamali on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Project Overview 04

Trip Generation 05

Trip Distribution 06

Background Traffic 07

Total Traffic 08

Capacity Assessment 09

Report Summary 10

Appendix 11

Project Overview

Comprehensive Plan Amendment

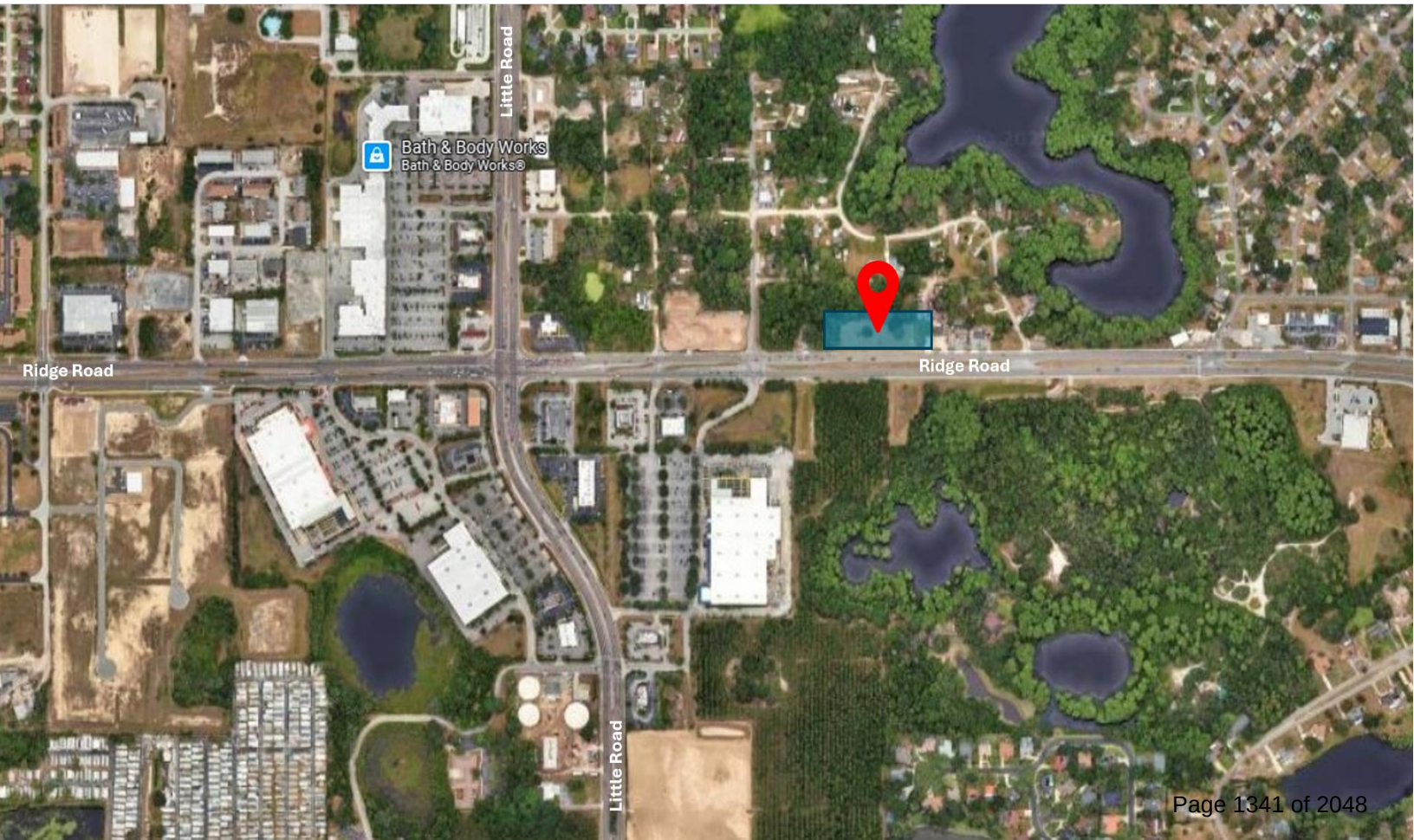
This project entails a comprehensive plan amendment application for a 1.72-acre parcel along Ridge Road in Pasco County, Florida. Current FLU is Residential-6 (RES-6), the property is proposed for FLU amendment to Commercial to enable a wider range of uses.

This study evaluates post-development traffic conditions, including trip generation, trip distribution, capacity analysis, and recommendations for any necessary roadway improvements. The methodology follows the Pasco County framework to ensure a thorough assessment of the project's traffic impacts.

The proposed site layout assumes a right in/out driveway onto Ridge Road.

Parcel ID

26 25 16 0020 00600 0320
26 25 16 0020 00600 0280



Project
Traffic

Trip Generation

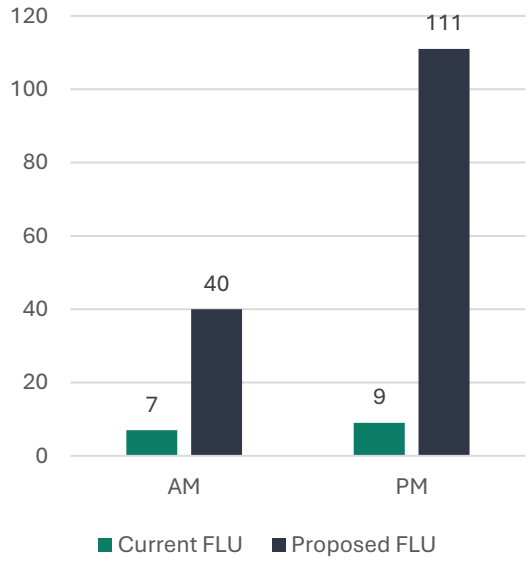
The trip generation associated with the project is calculated based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition.

The maximum development potential for the proposed FLU is 28,097 square feet of commercial, which is estimated to generate 185 PM peak hour trips, including 74 passerby trips and 111 new trips.

The maximum allowable development for the current RES-6 FLU is 8 single family units, generating 9 PM peak hour trips, including 0 passerby trips and 9 new trips.

Consequently, the proposed FLU amendment results in an increase of 176 PM peak hour trips, including 74 passerby and 102 net trips.

Please refer to Appendix "A" for detailed maximum entitlement and trip generation calculations.



+102
PM Net Trips

+33
AM Net Trips

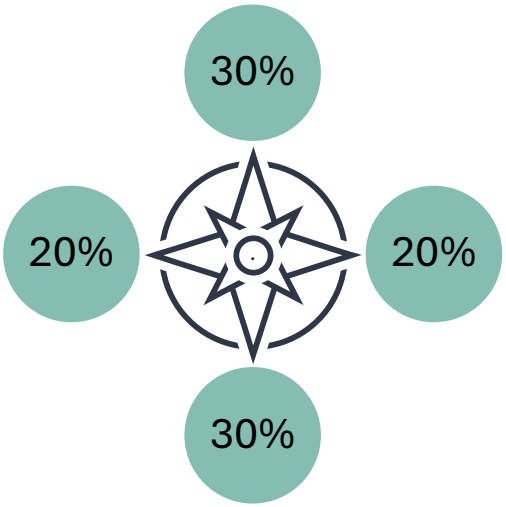
+1,316
Daily Net Trips

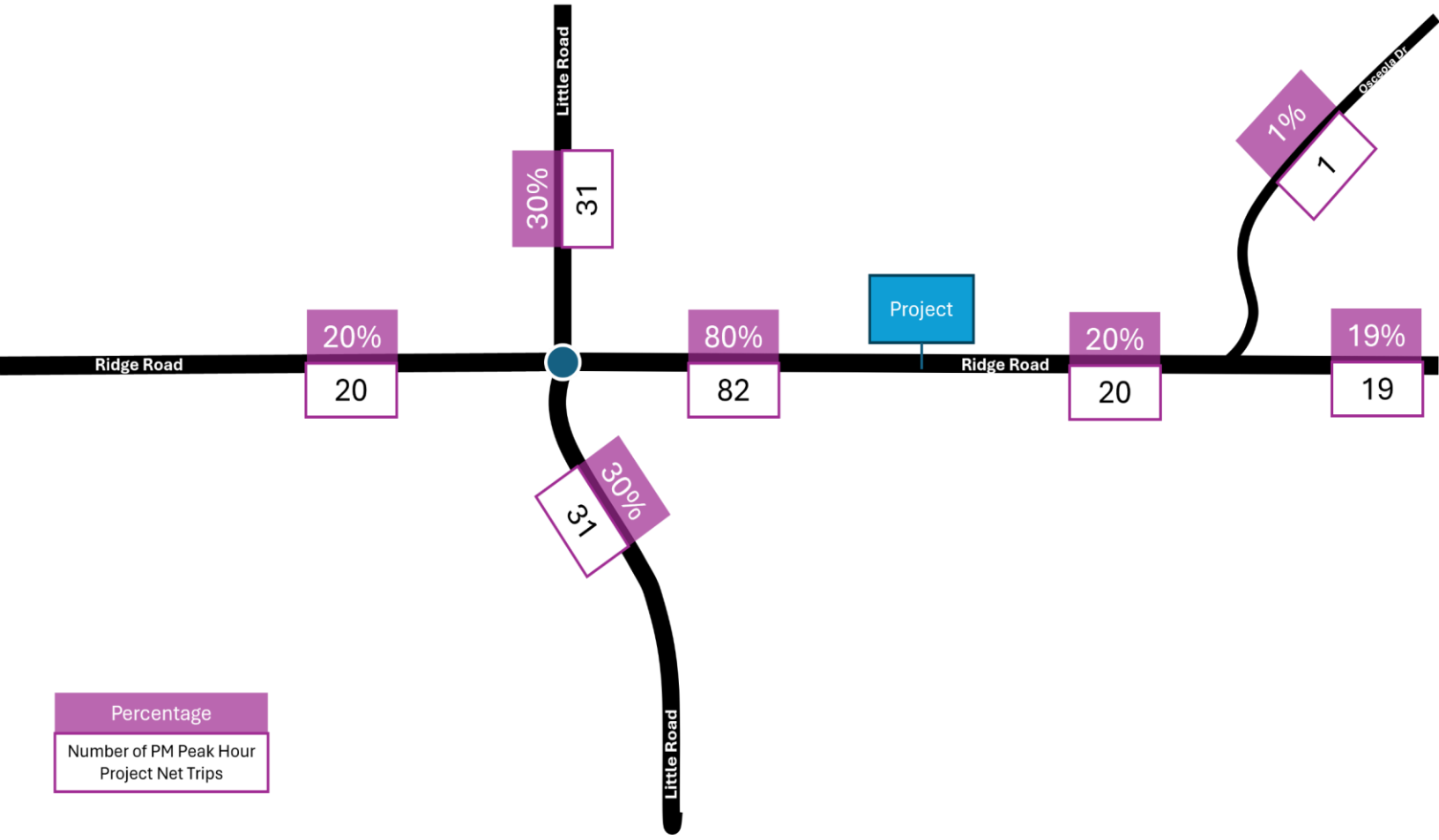


Project Traffic

Trip Distribution

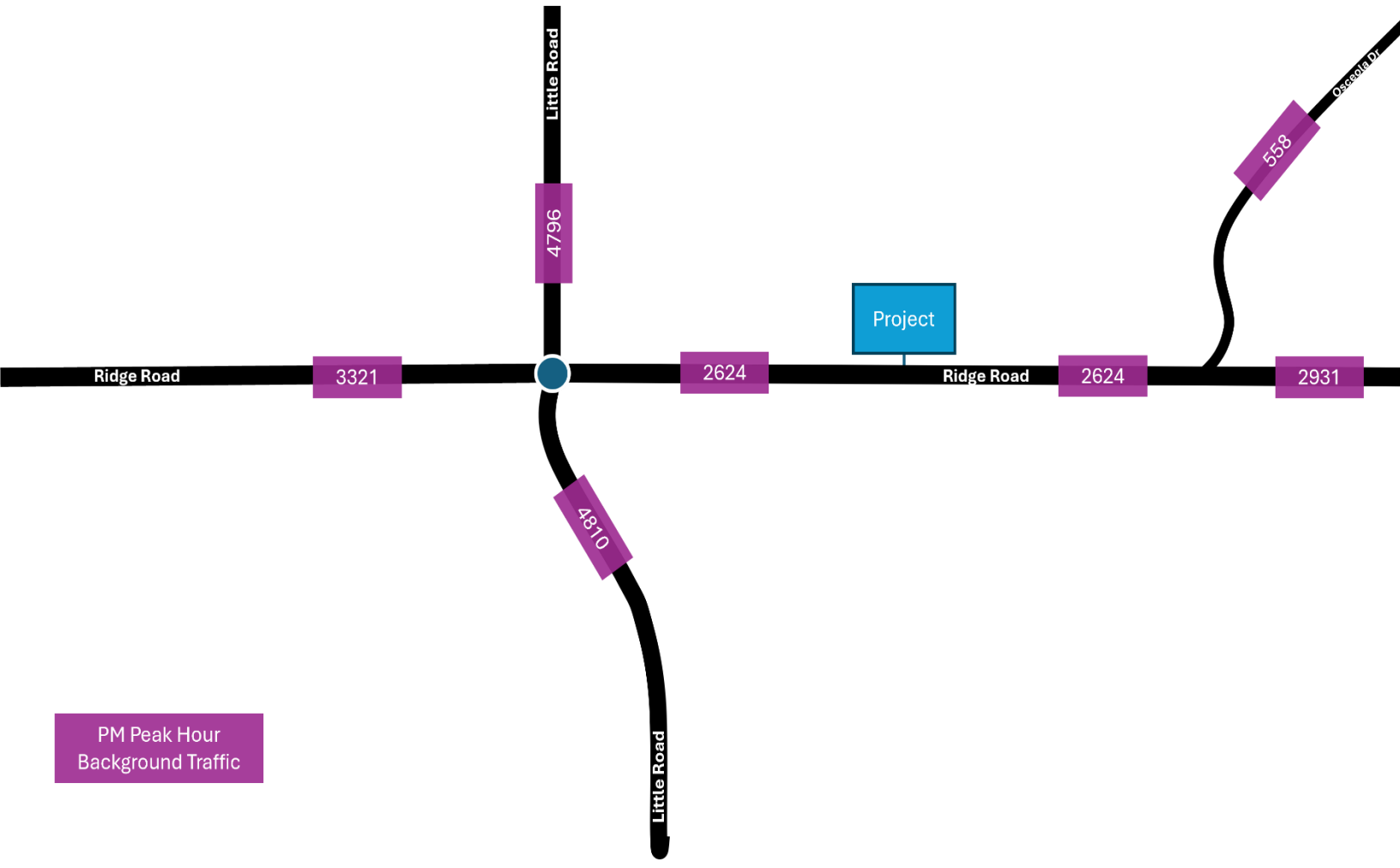
Per the 2050 LRTP Cost Affordable Plan (see Appendix "B"), it is assumed that 20% of the project traffic will travel east and 80% will travel west on Ridge Road. Of that 80% traveling west, 30% will continue north, 30% will continue south on Little Road, and 20% will continue further west on Ridge Road.





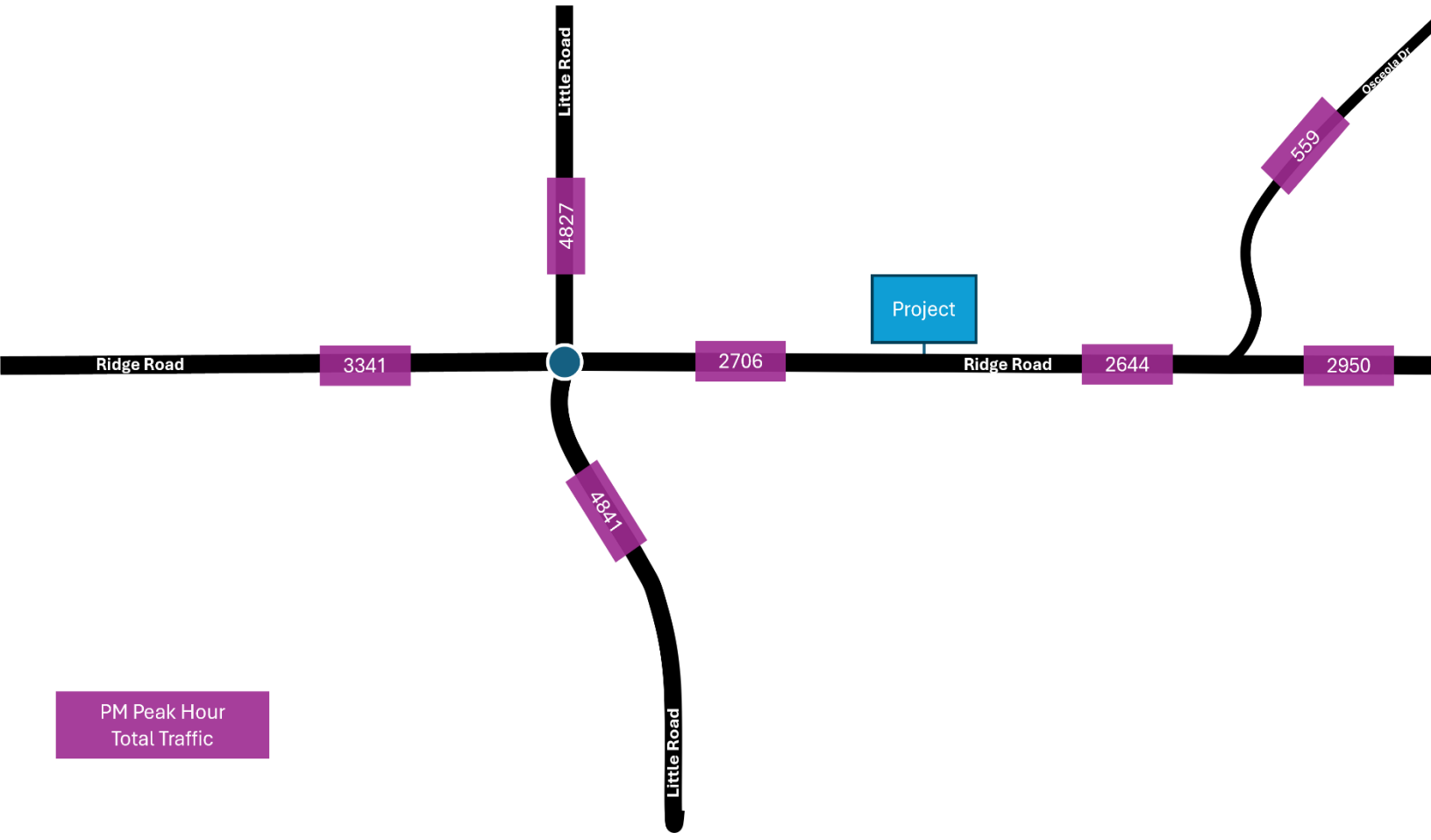
Background
Traffic

The 2050 background traffic was obtained from the 2050 LRTP Cost Affordable Plan (see Appendix "B"). The daily volumes were adjusted to calculate the peak hour traffic using the K-factor and MOCF factor established by FDOT (see Appendix "C"). Note that the daily volumes for each segment were averaged to determine the daily traffic for each roadway segment.



Total
Traffic

The 2050 total traffic volume is determined by combining the project-generated traffic with the 2050 background traffic projections obtained from the 2050 LRTP Cost Affordable Plan.



Capacity Assessment

The roadways capacity was sourced from the FDOT Generalized Service Volume Tables (see Appendix "D"). The table below presents the 2050 traffic conditions for the roadway segments within the study area.

As shown in the table below, the roadway segments directly accessed by the project will operate within acceptable Level of Service (LOS "D") standards. While Little Road is projected to operate below the acceptable LOS threshold even under background traffic conditions, the project's contribution remains minimal—adding less than 1% to total traffic volumes—indicating a negligible impact on overall roadway performance.

Roadway Segment	Capacity[1]	2050 Background Traffic					Project Peak Hour Traffic	2050 Total Traffic	
		Daily Volume[2]	K Factor (%)[3]	MOCF (%)[3]	Pk Hr Vol.[4]	Bkgd V/C		Peak Hour Traffic	Total V/C
Osceola Drive									
North of Ridge Rd.	1818	6390	9	97	558	0.31	1	559	0.31
Ridge Road									
Galen Wilson Blvd. - Little Rd.	3024	38040	9	97	3321	1.10	20	3341	1.10
Little Rd. - Project Access	3024	30060	9	97	2624	0.87	82	2706	0.89
Project Access - Osceola Dr.	3024	30060	9	97	2624	0.87	20	2644	0.87
Osceola Dr. - Moon Lake Rd.	3024	33576	9	97	2931	0.97	19	2950	0.98
Little Road									
San Miguel Dr. - Ridge Road	4464	54940	9	97	4796	1.07	31	4827	1.08
Ridge Rd. - Decubellis Road	4464	55100	9	97	4810	1.08	31	4841	1.08

[1] Source: FDOT Generalized Service Volumes Table, Appendix "D".
[2] Source: 2050 LRTP Cost Affordable Plan, Appendix "B".
[3] Source: FDOT AADT and Peak Season Reports, Appendix "C".
[4] Peak Hour Volume = Daily Volume × K-Factor × MOCF

Budgeted Improvements

Pasco County CIP

According to the Pasco County Capital Improvement Plan (see Appendix "E"), there are no planned capacity improvement projects in the immediate vicinity of the project.

2050 Cost Affordable Plan

As outlined in the 2050 Pasco County Cost Affordable Plan (see Appendix "E"), no capacity improvement projects are planned in the immediate vicinity of the project.

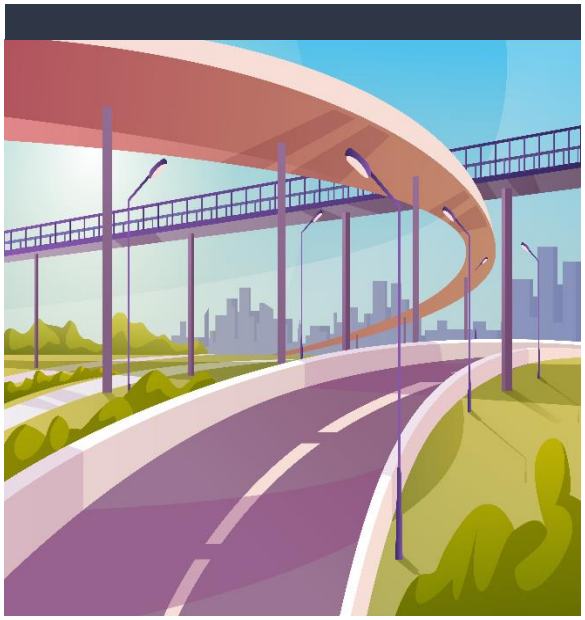
2050 Needs Plan

According to the Pasco County Needs Plan (see Appendix "E"), no capacity improvement projects are planned in the immediate vicinity of the project.

FDOT 5-Year Work Program

Based on the FDOT 5-Year Work Program (see Appendix "E"), no roadway capacity improvements are currently planned in the immediate area surrounding the project.

Report
Summary



Conclusion

The Traffic Impact Study for the proposed Future Land Use (FLU) amendment along Ridge Road has been conducted in compliance with Pasco County requirements. This analysis evaluates 2050 projected traffic conditions, including trip generation, distribution, and capacity impacts, to assess the potential effects of the development on the surrounding roadway network.

Based on the analysis conducted, the roadway segments directly accessed by the proposed development are expected to operate within acceptable Level of Service (LOS "D") standards. While it is acknowledged that Little Road is projected to operate below the acceptable LOS threshold under 2050 background traffic conditions, the addition of project-generated traffic does not significantly worsen conditions. In fact, the project contributes less than 1% to the overall traffic volumes on these roadway segments.

This minor increase confirms that the proposed development will not excessively strain the 2050 transportation infrastructure. The analysis indicates that the surrounding roadway network can support the development without requiring capacity upgrades. Consequently, no mitigation measures are necessary at this time.

Appendix "A"

Trip Generation & Entitlements

MAXIMUM ENTITLEMET CALCULATIONS

Current Entitlements					
	Land Use	*Maximum Coverage*	*Infrustucture Factor*	*Site Size (Acre)*	*Maximum Yield (Units)*
Current Use #1	Residential-6	1	0.25	1.72	8
Current Use #2					
Current Use #3					
Current Use #4					
Current Use #5					
Current Use #6					
Current Use #7					
Current Use #8					

Proposed Entitlements					
	Land Use	*Maximum Coverage*	*Infrustucture Factor*	*Site Size (Acre)*	*Maximum Yield (SQF)*
Poposed Use #1	Commercial Plaza	0.5	0.25	1.72	28097
Poposed Use #2					
Poposed Use #3					
Poposed Use #4					
Poposed Use #5					
Poposed Use #6					
Poposed Use #7					
Poposed Use #8					

PEAK HOUR TRIP GENERATION

Current AM Peak Hour Trip Generation

	ITE Code	Land Use	Size	Daily Trip	AM Trips			Internal Capture			Passerby Trip			New AM Trips		
					In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total
Current Use #1	210	Single Family Dettached	8	99	2	5	7				0	0	0	2	5	7
Current Use #2																
Current Use #3																
Current Use #4																
Current Use #5																
Current Use #6																
Current Use #7																
Current Use #8																
Total				99	2	5	7	0	0	0	0	0	0	2	5	7

Current PM Peak Hour Trip Generation

	ITE Code	Land Use	Size	Daily Trip	PM Trips			Internal Capture			Passerby Trip			New PM Trips		
					In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total
Current Use #1	210	Single Family Dettached	8	99	6	3	9				0	0	0	6	3	9
Current Use #2																
Current Use #3																
Current Use #4																
Current Use #5																
Current Use #6																
Current Use #7																
Current Use #8																
Total				99	6	3	9	0	0	0	0	0	0	6	3	9

PEAK HOUR TRIP GENERATION

Proposed AM Peak Hour Trip Generation

	ITE Code	Land Use	Size	Daily Trip	AM Trips			Internal Capture			Passerby Trip			New AM Trips		
					In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total
Poposed Use #1	822	Shopping Plaza <40	28,097	1415	40	26	66				16	10	26	24	16	40
Poposed Use #2																
Poposed Use #3																
Poposed Use #4																
Poposed Use #5																
Poposed Use #6																
Poposed Use #7																
Poposed Use #8																
Total				1415	40	26	66	0	0	0	16	10	26	24	16	40

Proposed PM Peak Hour Trip Generation

	ITE Code	Land Use	Size	Daily Trip	PM Trips			Internal Capture			Passerby Trip			New PM Trips		
					In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total
Poposed Use #1	822	Shopping Plaza <40	28,097	1415	93	92	185				37	37	74	56	55	111
Poposed Use #2																
Poposed Use #3																
Poposed Use #4																
Poposed Use #5																
Poposed Use #6																
Poposed Use #7																
Poposed Use #8																
Total				1415	93	92	185	0	0	0	37	37	74	56	55	111

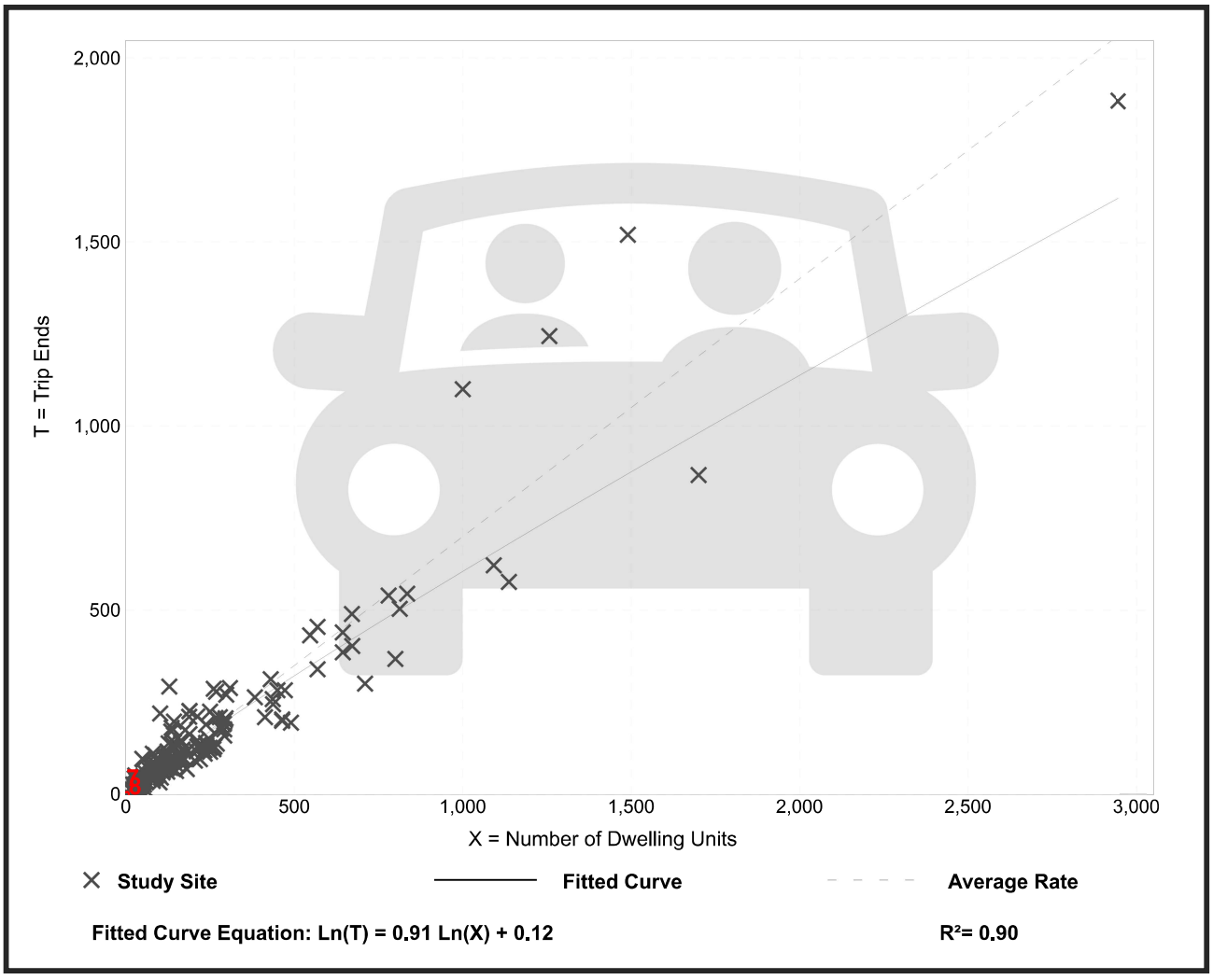
Single-Family Detached Housing
(210)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 192
Avg. Num. of Dwelling Units: 226
Directional Distribution: 25% entering, 75% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.70	0.27 - 2.27	0.24

Data Plot and Equation



Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

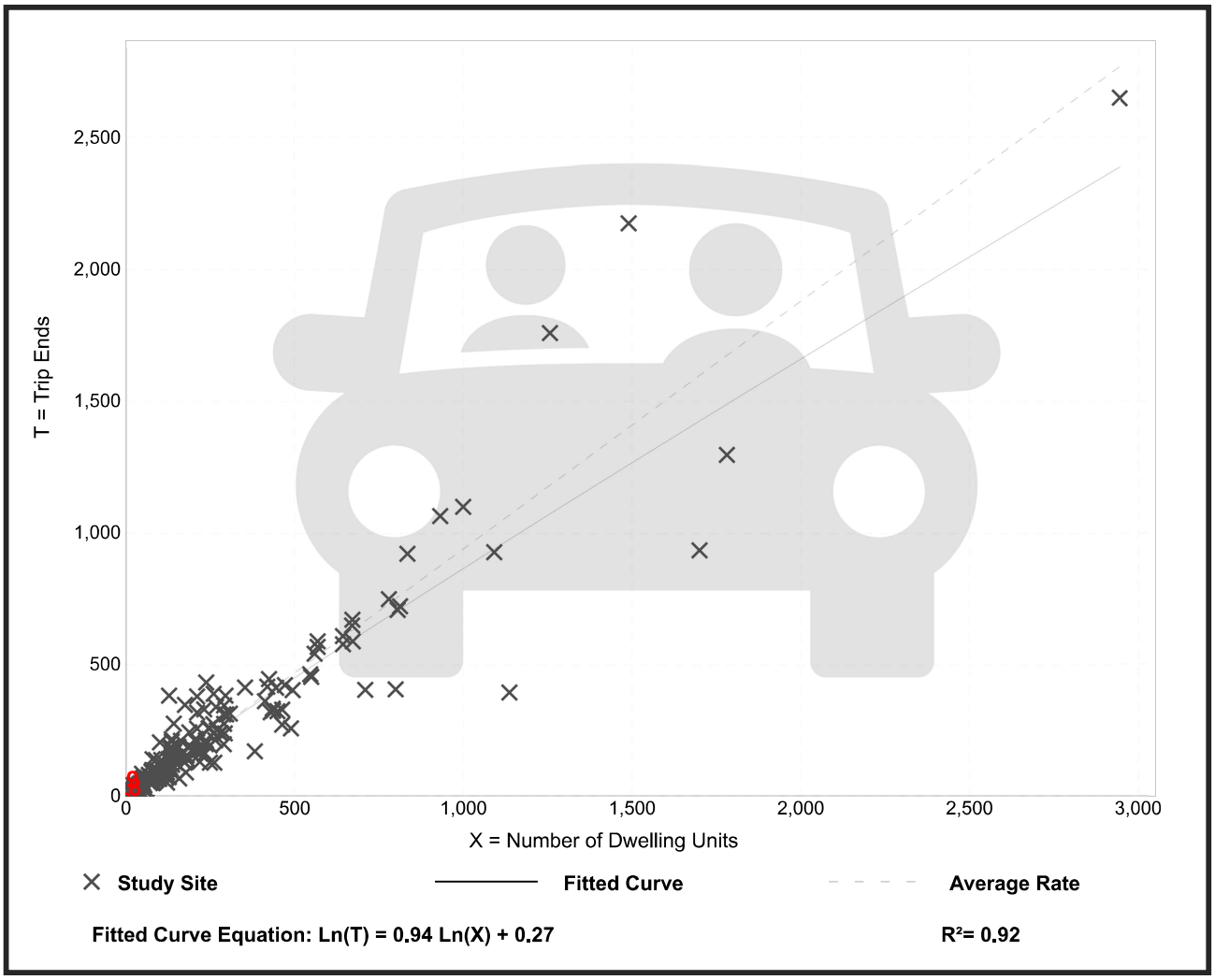
Single-Family Detached Housing
(210)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 208
Avg. Num. of Dwelling Units: 248
Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.94	0.35 - 2.98	0.31

Data Plot and Equation



Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

Strip Retail Plaza (<40k)
(822)

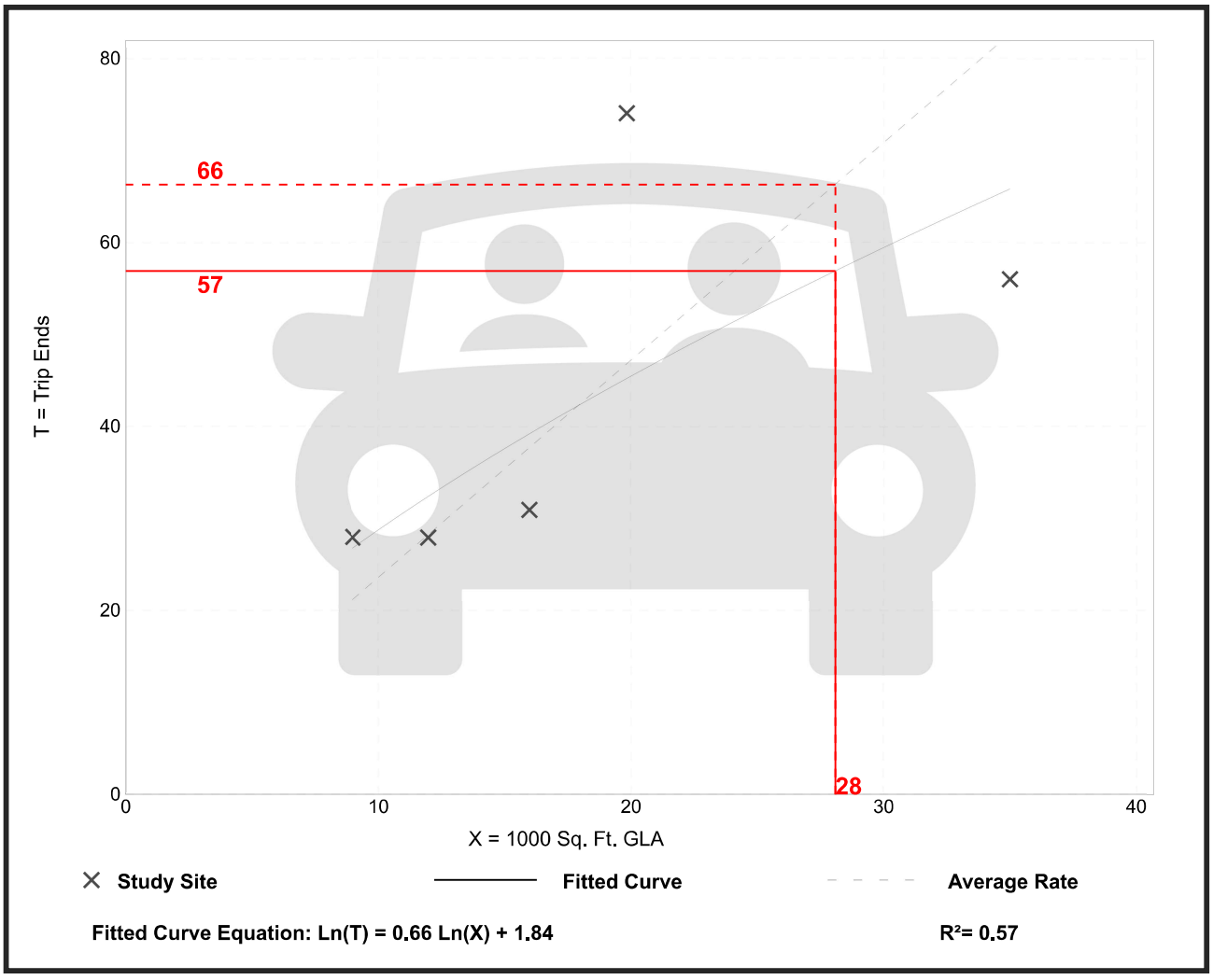
Vehicle Trip Ends vs: **1000 Sq. Ft. GLA**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 5
Avg. 1000 Sq. Ft. GLA: 18
Directional Distribution: 60% entering, 40% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
2.36	1.60 - 3.73	0.94

Data Plot and Equation

Caution – Small Sample Size



Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

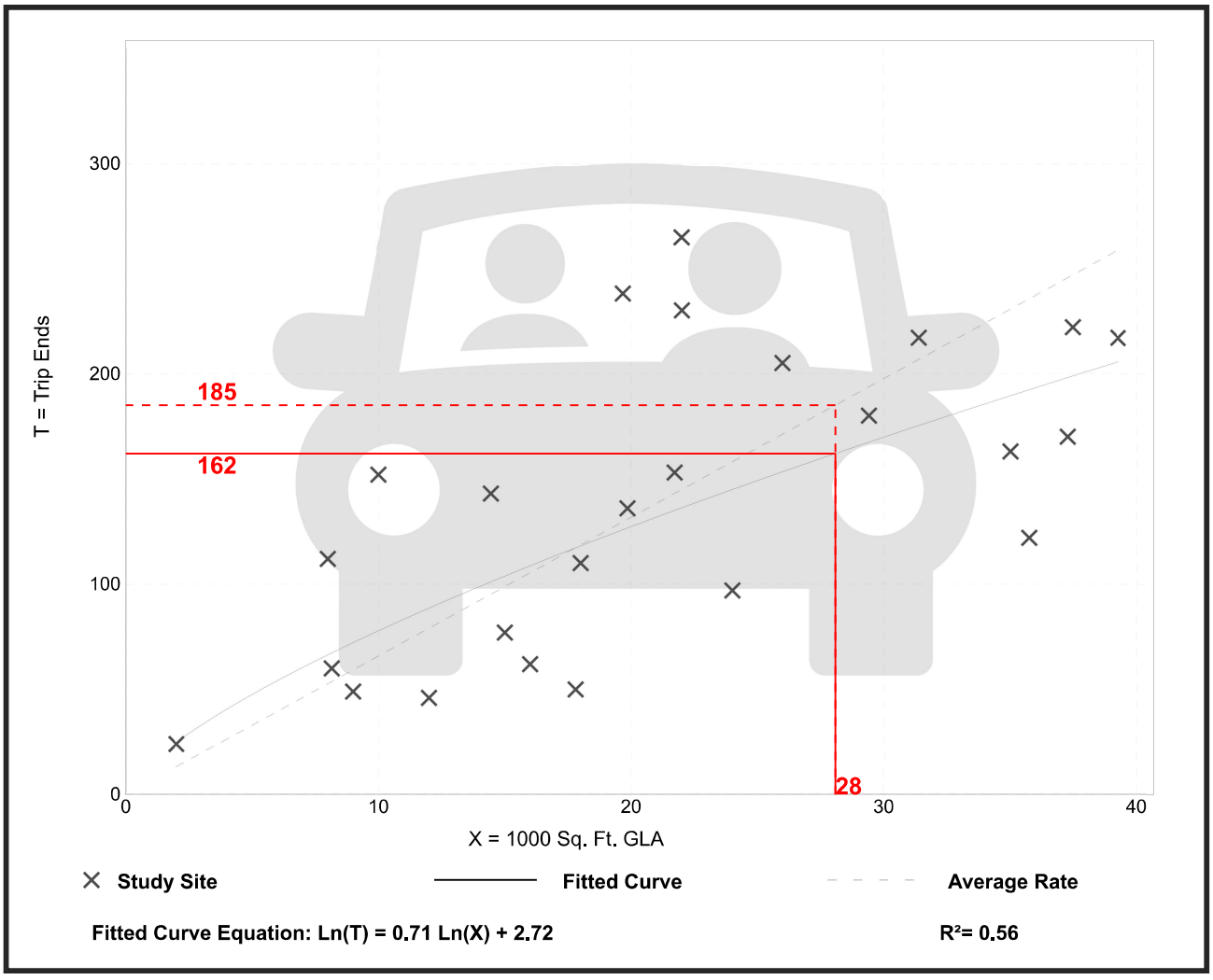
Strip Retail Plaza (<40k)
(822)

Vehicle Trip Ends vs: **1000 Sq. Ft. GLA**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 25
Avg. 1000 Sq. Ft. GLA: 21
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
6.59	2.81 - 15.20	2.94

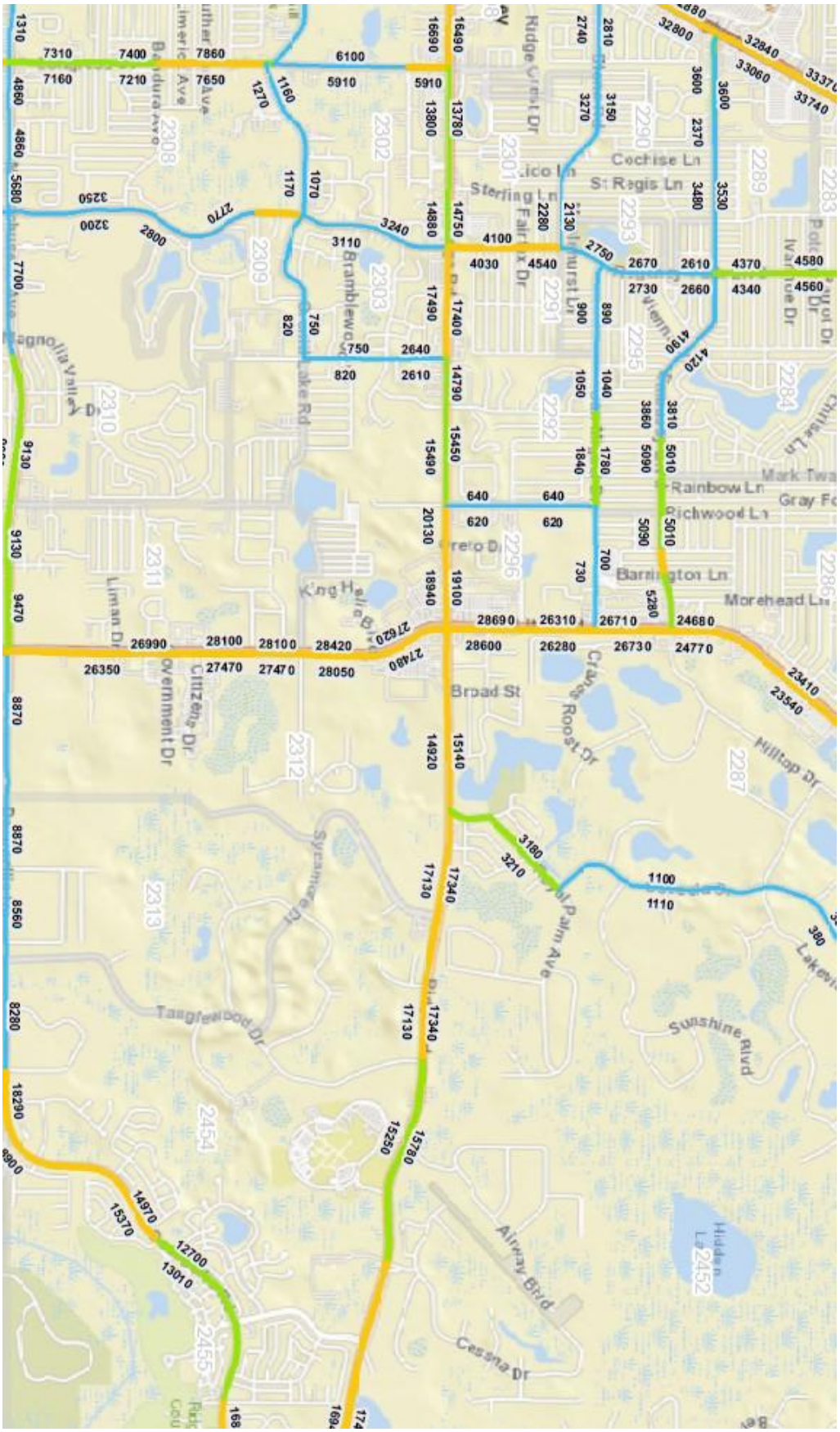
Data Plot and Equation



Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

Appendix "B"

2050 Cost Affordable Plan


Cochise Ln
St Regis Ln
Sterling Ln
Ridge Crest Dr
Fairfax Dr
Brambleworth
Lake Rd
Magnolia Valley Dr
Rainbow Ln
Richwood Ln
Barrington Ln
Morehead Ln
Mark Twa
Gray Fo
King Hall
Broad St
Crane Roost Dr
Hilltop Dr
Liman Dr
Government Dr
Citizens Dr
Sycamore Dr
Tanglewood Dr
Royal Palm Ave
Sunshine Blvd
Airway Blvd
Cessna Dr
Hidden La
2308
2309
2310
2311
2312
2313
2302
2303
2301
2290
2293
2291
2295
2292
2296
2289
2283
2284
2286
2287
2454
2455
2452

Appendix "C"

FDOT AADT REPORT

2023 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 1400 PASCO COUNTYWIDE

MOCF: 0.97

WEEK	DATES	SF	PSCF
1	01/01/2023 - 01/07/2023	1.01	1.04
2	01/08/2023 - 01/14/2023	1.01	1.04
3	01/15/2023 - 01/21/2023	1.02	1.05
4	01/22/2023 - 01/28/2023	1.01	1.04
5	01/29/2023 - 02/04/2023	1.00	1.03
* 6	02/05/2023 - 02/11/2023	0.98	1.01
* 7	02/12/2023 - 02/18/2023	0.97	1.00
* 8	02/19/2023 - 02/25/2023	0.97	1.00
* 9	02/26/2023 - 03/04/2023	0.96	0.99
*10	03/05/2023 - 03/11/2023	0.96	0.99
*11	03/12/2023 - 03/18/2023	0.95	0.98
*12	03/19/2023 - 03/25/2023	0.95	0.98
*13	03/26/2023 - 04/01/2023	0.96	0.99
*14	04/02/2023 - 04/08/2023	0.96	0.99
*15	04/09/2023 - 04/15/2023	0.97	1.00
*16	04/16/2023 - 04/22/2023	0.97	1.00
*17	04/23/2023 - 04/29/2023	0.98	1.01
*18	04/30/2023 - 05/06/2023	0.98	1.01
19	05/07/2023 - 05/13/2023	0.99	1.02
20	05/14/2023 - 05/20/2023	1.00	1.03
21	05/21/2023 - 05/27/2023	1.00	1.03
22	05/28/2023 - 06/03/2023	1.01	1.04
23	06/04/2023 - 06/10/2023	1.01	1.04
24	06/11/2023 - 06/17/2023	1.02	1.05
25	06/18/2023 - 06/24/2023	1.02	1.05
26	06/25/2023 - 07/01/2023	1.03	1.06
27	07/02/2023 - 07/08/2023	1.03	1.06
28	07/09/2023 - 07/15/2023	1.03	1.06
29	07/16/2023 - 07/22/2023	1.04	1.07
30	07/23/2023 - 07/29/2023	1.04	1.07
31	07/30/2023 - 08/05/2023	1.05	1.08
32	08/06/2023 - 08/12/2023	1.05	1.08
33	08/13/2023 - 08/19/2023	1.05	1.08
34	08/20/2023 - 08/26/2023	1.05	1.08
35	08/27/2023 - 09/02/2023	1.04	1.07
36	09/03/2023 - 09/09/2023	1.03	1.06
37	09/10/2023 - 09/16/2023	1.03	1.06
38	09/17/2023 - 09/23/2023	1.02	1.05
39	09/24/2023 - 09/30/2023	1.02	1.05
40	10/01/2023 - 10/07/2023	1.01	1.04
41	10/08/2023 - 10/14/2023	1.01	1.04
42	10/15/2023 - 10/21/2023	1.01	1.04
43	10/22/2023 - 10/28/2023	1.00	1.03
44	10/29/2023 - 11/04/2023	1.00	1.03
45	11/05/2023 - 11/11/2023	0.99	1.02
46	11/12/2023 - 11/18/2023	0.98	1.01
47	11/19/2023 - 11/25/2023	0.99	1.02
48	11/26/2023 - 12/02/2023	1.00	1.03
49	12/03/2023 - 12/09/2023	1.00	1.03
50	12/10/2023 - 12/16/2023	1.01	1.04
51	12/17/2023 - 12/23/2023	1.01	1.04
52	12/24/2023 - 12/30/2023	1.02	1.05
53	12/31/2023 - 12/31/2023	1.02	1.05

* PEAK SEASON

09-MAR-2024 18:41:42 830UPD 7_1400_PKSEASON.TXT

FLORIDA DEPARTMENT OF TRANSPORTATION
2023 ANNUAL AVERAGE DAILY TRAFFIC REPORT - REPORT TYPE: ALL

COUNTY: 14 PASCO

ITE	SITE TYPE	DESCRIPTION	DIRECTION 1		DIRECTION 2		AADT TWO-WAY	"K" FCTR	"D" FCTR	"T" FCTR
102		CLINTON AVE, E OF CR 579/PROSPECT RD	0E		0E		10500 X	9.0	55.8F	6.8F
103		CLINTON AVE, E OF US 301	0E		0E		2300 X	9.0	55.8F	6.8F
104		DARBY ROAD, E OF BELLAMY BROS RD	0E		0E		850 X	9.5	55.8F	6.8F
105		RIDGE RD, E OF US 19	E	12000	W	12000	24000 C	9.0	55.8F	6.8F
106		6TH ST (SOUTHBOUND), S OF SR 54 (HPMS)	0E		0E		4900 X	9.0	55.8F	6.8F
107		7TH ST, 150 FT S OF POND AVE (HPMS)	0E		0E		12500 X	9.0	55.8F	6.8F
108		7TH ST (NB), 350 FT S OF SOUTH AVE, ZEPHYRHILLS	0E		0E		3800 X	9.0	99.9W	6.8F
109		JASMINE BLVD, W OF OSCEOLA DR	0E		0E		1900 X	9.0	55.8F	6.8F
110		RIDGE RD, E OF CR 1/LITTLE RD	0E		0E		24000 X	9.0	55.8F	6.8F
111		OLD CR 54, W OF LITTLE RD	E	5300	W	5100	10400 C	9.0	55.8F	6.8F
112		DARLINGTON RD WEST, W OF US 19	E	4800E	W	4700E	9500 R	9.0	55.8F	6.8F
500		LITTLE RD, SR 54 TO MITCHELL BLVD	N	15500	S	16000	31500 C	9.0	55.8F	5.5F
501		LITTLE RD, DENTON AVE TO NEW YORK AVE	N	8800	S	8200	17000 C	9.0	55.8F	5.5F
502		LITTLE RD, JASMINE BLVD TO FOX HOLLOW DR	N	18500	S	19000	37500 C	9.0	55.8F	5.5F
503		MOON LAKE RD, RIDGE RD TO SR 52	N	7500	S	7300	14800 C	9.0	55.8F	5.5F
504		MEADOW POINTE BLVD, SR 54 TO SR 56	N	4600	S	4800	9400 C	9.0	55.8F	7.6F

SITE TYPE : BLANK= PORTABLE; T= TELEMETERED
K" FACTOR : DEPARTMENT ADOPTED STANDARD K FACTOR BEGINING WITH COUNT YEAR 2011
AADT FLAGS : C= COMPUTED; E= MANUAL EST; F= FIRST YEAR EST; S= SECOND YEAR EST; T= THIRD YEAR EST; R= FOURTH YEAR EST;
V= FIFTH YEAR EST; 6= SIXTH YEAR EST; X= UNKNOWN
D/T" FLAGS : A= ACTUAL; F= FACTOR CATG; D= DIST FUNCL; P= PRIOR YEAR; S= STATEWIDE DEFAULT; W= ONE-WAY ROAD; X= CROSS REF

Appendix "D"

2023 FDOT Generalized Service Volume Tables

Appendix B: Florida's Generalized Service Volume Tables

Limited Access

Freeway Generalized Service Volume Tables

Peak Hour Directional

	B	C	D	E
2 Lane	2,400	3,170	3,970	4,150
3 Lane	3,390	4,600	5,810	6,130
4 Lane	4,340	6,060	7,700	8,170
5 Lane	5,480	7,450	9,680	10,390
6 Lane	6,630	9,220	11,520	12,760

(Core Urbanized)

	B	C	D	E
2 Lane	2,500	3,300	4,070	4,240
3 Lane	3,570	4,900	6,080	6,360
4 Lane	4,720	6,500	8,090	8,490
5 Lane	5,790	8,020	10,020	10,610

(Urbanized)

	B	C	D	E
2 Lane	2,430	3,180	3,790	3,910
3 Lane	3,520	4,670	5,610	5,870
4 Lane	4,630	6,170	7,440	7,830
5 Lane	5,690	7,640	9,220	9,800

(Transitioning)

	B	C	D	E
2 Lane	2,010	2,770	3,270	3,650
3 Lane	2,820	3,990	4,770	5,470
4 Lane	3,630	5,220	6,260	7,300

(Rural)

Peak Hour Two-Way

	B	C	D	E
4 Lane	4,360	5,760	7,220	7,550
6 Lane	6,160	8,360	10,560	11,150
8 Lane	7,890	11,020	14,000	14,850
10 Lane	9,960	13,550	17,600	18,890
12 Lane	12,050	16,760	20,950	23,200

	B	C	D	E
4 Lane	4,550	6,000	7,400	7,710
6 Lane	6,490	8,910	11,050	11,560
8 Lane	8,580	11,820	14,710	15,440
10 Lane	10,530	14,580	18,220	19,290

	B	C	D	E
4 Lane	4,420	5,780	6,890	7,110
6 Lane	6,400	8,490	10,200	10,670
8 Lane	8,420	11,220	13,530	14,240
10 Lane	10,350	13,890	16,760	17,820

	B	C	D	E
4 Lane	3,650	5,040	5,950	6,640
6 Lane	5,130	7,250	8,670	9,950
8 Lane	6,600	9,490	11,380	13,270

AADT

	B	C	D	E
4 Lane	51,300	67,800	84,900	88,800
6 Lane	72,500	98,400	124,200	131,200
8 Lane	92,800	129,600	164,700	174,700
10 Lane	117,200	159,400	207,100	222,200
12 Lane	141,800	197,200	246,500	272,900

	B	C	D	E
4 Lane	50,600	66,700	82,200	85,700
6 Lane	72,100	99,000	122,800	128,400
8 Lane	95,300	131,300	163,400	171,600
10 Lane	117,000	162,000	202,400	214,300

	B	C	D	E
4 Lane	45,100	59,000	70,300	72,600
6 Lane	65,300	86,600	104,100	108,900
8 Lane	85,900	114,500	138,100	145,300
10 Lane	105,600	141,700	171,000	181,800

	B	C	D	E
4 Lane	34,800	48,000	56,700	63,200
6 Lane	48,900	69,000	82,600	94,800
8 Lane	62,900	90,400	108,400	126,400

Adjustment Factors

Auxiliary Lanes Present in Analysis Direction Adjustment: +1,000
Ramp Metering Present Adjustment: Multiply by 1.05

Auxiliary Lanes Present in Analysis Direction Adjustment: +1,800
Ramp Metering Present Adjustment: Multiply by 1.05

Auxiliary Lanes Present in Analysis Direction Adjustment: +20,000
Ramp Metering Present Adjustment: Multiply by 1.05

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.

Limited Access

Input Parameters

Roadway Characteristics

	Core Urbanized	Urbanized	Transitioning	Rural
Number of Lanes (one direction)	2-6	2.5	2-5	2-4
Posted Speed (mph)	65	70	70	70
Auxiliary Lanes	No	No	No	No
Lane Width (feet)	12	12	12	12
Total Ramp Density (ramps/mile)	1.33	2.67	0.50	0.17
Facility Length (miles)	3	3	6	18
Terrain	Level	Level	Level	Level

Traffic Characteristics

	Core Urbanized	Urbanized	Transitioning	Rural
Planning Analysis Hour Factor (K)	0.085	0.090	0.098	0.105
Directional Distribution Factor (D)	0.55	0.55	0.55	0.55
Peak Hour Factor (PHF)	0.95	0.95	0.92	0.88
Base Free Flow Speed (mph)	70	75	75	75
Heavy Vehicle Percent (%)	4%	4%	9%	12%
Speed Adjustment Factor (SAF)	0.975	0.975	0.975	0.975
Capacity Adjustment Factor (CAF)	0.968	0.968	0.968	0.968

C1 & C2

Motor Vehicle Highway Generalized Service Volume Tables



(C1-Natural & C2-Rural)

Peak Hour Directional

	B	C	D	E
1 Lane	240	430	730	1,490
2 Lane	1,670	2,390	2,910	3,340
3 Lane	2,510	3,570	4,370	5,010

Peak Hour Two-Way

	B	C	D	E
2 Lane	440	780	1,330	2,710
4 Lane	3,040	4,350	5,290	6,070
6 Lane	4,560	6,490	7,950	9,110

AADT

	B	C	D	E
2 Lane	4,600	8,200	14,000	28,500
4 Lane	32,000	45,800	55,700	63,900
6 Lane	48,000	68,300	83,700	95,900

Adjustment Factors

2 Lane Divided Roadway with Exclusive Left Turn Adjustment: Multiply by 1.05
Multilane Undivided Highway with Exclusive Left Turn Adjustment: Multiply by 0.95
Multilane Undivided Highway without Exclusive Left Turn Adjustment:: Multiply by 0.75

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.

C1 & C2

Motor Vehicle Highway Generalized Service Volume Tables

Input Parameters

Roadway Characteristics

	C1	C2
Number of Lanes (one direction)	1	2-3
Posted Speed (mph)	55	55
Base Free Flow Speed (mph)	60	60
Median Type	Undivided	Divided
Shoulder Width (feet)	3	6
Lane Width (feet)	12	12
% No Passing Zone	20%	
Access-Point Density (access/mile)	2	2
Terrain	Level	Level

Traffic Characteristics

	C1	C2
Planning Analysis Hour Factor (K)	0.095	0.095
Directional Distribution Factor (D)	0.55	0.55
Peak Hour Factor (PHF)	0.88	0.88
Heavy Vehicle Percent (%)	5%	10%
Speed Adjustment Factor (SAF)	0.975	0.975
Capacity Adjustment Factor (CAF)	0.968	0.968

C3C & C3R

Motor Vehicle Arterial Generalized Service Volume Tables



(C3C-Suburban Commercial)

Peak Hour Directional

	B	C	D	E
1 Lane	*	760	1,070	**
2 Lane	*	1,520	1,810	**
3 Lane	*	2,360	2,680	**
4 Lane	*	3,170	3,180	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,380	1,950	**
4 Lane	*	2,760	3,290	**
6 Lane	*	4,290	4,870	**
8 Lane	*	5,760	5,780	**

AADT

	B	C	D	E
2 Lane	*	15,300	21,700	**
4 Lane	*	30,700	36,600	**
6 Lane	*	47,700	54,100	**
8 Lane	*	64,000	64,200	**



(C3R-Suburban Residential)

	B	C	D	E
1 Lane	*	970	1,110	**
2 Lane	*	1,700	1,850	**
3 Lane	*	2,620	2,730	**

	B	C	D	E
2 Lane	*	1,760	2,020	**
4 Lane	*	3,090	3,360	**
6 Lane	*	4,760	4,960	**

	B	C	D	E
2 Lane	*	19,600	22,400	**
4 Lane	*	34,300	37,300	**
6 Lane	*	52,900	55,100	**

Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
* Cannot be achieved using table input value defaults.
** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

C3C & C3R

Input Parameters

Roadway Characteristics

	C3C	C3R
Number of Lanes (one direction)	1-4	1-3
Posted Speed (mph)	45	45
Facility Length (miles)	3.98	2.57

Traffic Characteristics

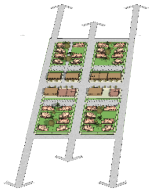
	C3C		C3R	
Planning Analysis Hour Factor (K)	0.09		0.09	
Directional Distribution Factor (D)	0.55		0.55	
Peak Hour Factor (PHF)	0.95		0.92	
Base Saturation Flow Rate	1,950		1,950	
Heavy Vehicle Percent (%)	4		4	
Lane Width	12		12	
Median Type	Non Restrictive (1 lane)	Restrictive (2,3,4 lanes)	Non Restrictive (1 lane)	Restrictive (2,3 lanes)
Roadway Edge Type	Curbed		Flush	
On-Street Parking	None		None	

Control Characteristics

	C3C		C3R
Cycle Length	160		190
Major Street Through g/c	0.5 (1,2,3 lanes)	0.45 (4 lanes)	0.5
Yellow Change Interval	5.1		5.1
Red Change Interval	2		2
Number of Signals	10		5

C2T, C4, C5, & C6

Motor Vehicle Arterial Generalized Service Volume Tables



(C2T-Rural Town)

Peak Hour Directional

	B	C	D	E
1 Lane	*	720	940	**
2 Lane	*	1,140	1,640	**
3 Lane	*	2,120	2,510	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,310	1,710	**
4 Lane	*	2,070	2,980	**
6 Lane	*	3,850	4,560	**

AADT

	B	C	D	E
2 Lane	*	13,800	18,000	**
4 Lane	*	21,800	31,400	**
6 Lane	*	40,500	48,000	**



(C4-Urban General)

	B	C	D	E
1 Lane	*	*	870	1,190
2 Lane	*	1,210	1,790	2,020
3 Lane	*	2,210	2,810	2,990
4 Lane	*	2,590	3,310	3,510

	B	C	D	E
2 Lane	*	*	1,580	2,160
4 Lane	*	2,200	3,250	3,670
6 Lane	*	4,020	5,110	5,440
8 Lane	*	4,710	6,020	6,380

	B	C	D	E
2 Lane	*	*	17,600	24,000
4 Lane	*	24,400	36,100	40,800
6 Lane	*	44,700	56,800	60,400
8 Lane	*	52,300	66,900	70,900

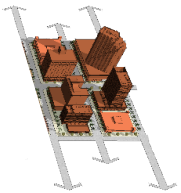


(C5-Urban Center)

	B	C	D	E
1 Lane	*	*	690	1,080
2 Lane	*	1,290	1,900	2,130
3 Lane	*	1,410	2,670	3,110
4 Lane	*	2,910	3,560	3,640

	B	C	D	E
2 Lane	*	*	1,250	1,960
4 Lane	*	2,350	3,450	3,870
6 Lane	*	2,560	4,850	5,650
8 Lane	*	5,290	6,470	6,620

	B	C	D	E
2 Lane	*	*	13,900	21,800
4 Lane	*	26,100	38,300	43,000
6 Lane	*	28,400	53,900	62,800
8 Lane	*	58,800	71,900	73,600



(C6-Urban Core)

	B	C	D	E
1 Lane	*	***	790	1,030
2 Lane	*	***	1,490	1,920
3 Lane	*	***	2,730	2,940
4 Lane	*	***	3,250	3,490

	B	C	D	E
2 Lane	*	***	1,440	1,870
4 Lane	*	***	2,710	3,490
6 Lane	*	***	4,960	5,350
8 Lane	*	***	5,910	6,350

	B	C	D	E
2 Lane	*	***	16,000	20,800
4 Lane	*	***	30,100	38,800
6 Lane	*	***	55,100	59,400
8 Lane	*	***	65,700	70,600

Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
*Cannot be achieved using table input value defaults. **Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.
***LOS C thresholds are not applicable for C6 as C6 roadway facilities are neither planned nor designed to achieve automobile LOS C.

C2T, C4, C5, & C6

Motor Vehicle Arterial Generalized Service Volume Tables

Input Parameters

Roadway Characteristics

	C2T	C4	C5	C6
Number of Lanes (one direction)	1-3	1-4	1-4	1-4
Posted Speed (mph)	40	45	35	30
Facility Length (miles)	0.78	1.83	1.18	0.74
Number of Signals	4	9	9	7

Traffic Characteristics

	C2T	C4	C5	C6
Planning Analysis Hour Factor (K)	0.095	0.09	0.09	0.09
Directional Distribution Factor (D)	0.55	0.55	0.55	0.55
Peak Hour Factor (PHF)	0.92	0.95	0.95	0.95
Base Saturation Flow Rate	1,700	1,950	1,950	1,950
Heavy Vehicle Percent (%)	5	3	2	2
Lane Width	11	11	10	10
Median Type	Non Restrictive	Non Restrictive	Non Restrictive	Non Restrictive
Roadway Edge Type	Curb	Curb	Curb	Curb
On-Street Parking	50%	100%	100%	100%

Signal Characteristics

	C2T	C4		C5		C6	
Cycle Length	90	170		150		120	
Major Street Through g/c	0.47	0.52 (1,2,3 lanes)	0.47 (4 lanes)	0.55 (1,2,3 lanes)	0.48 (4 lanes)	0.52 (1,2,3 lanes)	0.46 (4 lanes)
Yellow Change Interval	4.4	4.8		4		3.7	
Red Change Interval	2	2		2		2	

Appendix "E"

Budgeted Improvements

RS - ROUTE STUDY
D - DESIGN
R - RIGHT OF WAY
C - CONSTRUCTION
DSB - DESIGN/BUILD
RSF - RESURFACING (FDOT)
PDE - PROJECT DEVELOPMENT + ENVIRONMENTAL
ENV - ENVIRONMENTAL MITIGATION
L - LANDSCAPING
DSC - DESIGN & CONSTRUCTION
RSA - ROAD SAFETY AUDIT

TRANSPORTATION CAPITAL IMPROVEMENT PROJECTS 2022 - 2031

R 17 E | R 18 E | R 19 E | R 20 E | R 21 E | R 22 E

T 24 S | T 25 S | T 26 S

HERNANDO COUNTY | SUMTER COUNTY | POLK COUNTY | PINELLAS COUNTY | HILLSBOROUGH COUNTY

MOBILITY FEE COLLECTION / BENEFIT DISTRICT 1
MOBILITY FEE COLLECTION / BENEFIT DISTRICT 2
MOBILITY FEE COLLECTION / BENEFIT DISTRICT 3

TE054 WINDING OAKS BLVD @ NORTH COUNTY LINE RD SIGNAL C - FY 20/21

DSA139 LITTLE RD ATMITS PHASE III STAIR TRAIL TO US19 D - FY 18/19 C - FY 20/21

DSA088 LITTLE ROAD & DENTON AVE. INTERSECTION D - FY 21/22 C - FY 22/23

DENTON/EAST ROAD INTERSECTION D - FY 21/22 R - FY 22/23 C - FY 23/24

US19 LANDSCAPING REHABILITATION PROJECT D ** FY 18/19 thru FY 22/23 (PH I & III W/ C ROADSIDE SWALES)

FIVAY RD BIKE/PED TRAIL D - FY 20/21 C - FY 21/22

TRA063 BEACON WOODS ROUNDABOUT & DIRADCOR SAFETY IMPROVEMENT D ** FY 16/17 C - FY 19/20

TE026 LITTLE ROAD @ FIVAY ROAD INTERSECTION C - FY 21/22

LITTLE ROAD @ STAR TRAIL D - FY 19/20 C - FY20/21

US 19 CONNECTED VEHICLE TECH ONE USAT CL TO HERNANDO CL C - FY 22/23

JASMINE BLVD SIDEWALK US 19 TO LITTLE ROAD D - FY 23/24 C - FY 25/26

DSA091 SUNCOAST TRAIL BIKE/PED OVERPASS @ SR 52 D - FY 21/22 C - FY 22/23

256323 SR 52 WIDENING SUNCOAST PKWY TO EAST OF US 41 (FDOT) C - FY 18/19

SUNLAKE BVLD RRE TO US41 C - FY 20/21

256324 US 41 WIDENING CONNERTON TO SR 52 (FDOT) R - FY 19/20 C - FY 20/21

256334 SR52 WIDENING EHREN CUTOFF TO BELLAMY BROTHERS R - FY 19/20 THRU FY - 23/24 C - FY26/27

SR52 WIDENING EHREN CUTOFF TO BELLAMY BROTHERS (FDOT) C - FY 25/26

1221 MOON LAKE ROAD WIDENING NORTH OF DECUBELLIS SOUTH OF SR 52 C - FY 28/29

3502 RIDGE RD EXT PH IB PROGRESS ENERGY ROW TO SUNCOAST D - FY 03/04 R - FY 17/18 C - FY 18/19

RIDGE RD INTERCHANGE (FDOT) C - FY 18/19

RIDGE ROAD EX. PHASE 2A (4-LANING) EAST OF SUNCOAST PARKWAY TO SUNLAKE BLVD C - FY 20/21

1503 RIDGE RD EXT. PH 1A MOON LAKE ROAD TO SUNCOAST PKWY D TFY 03/04 C TFY 18/19

3501 RIDGE RD EXT PH 2B SUNCOAST TO US 41 R - FY20/21 C - FY 22/23

HAGMAN GROVES/CAUSEWAY ROADWS RUN, US41 TO WESTERN PROPERTY LINE EXPECT TO BE COMPLETED WITHIN NEXT 2-3 YEARS

TOWER ROAD GUNN HIGHWAY TO US 41 RS - FY 19/20

SCHOOL RD MU PATH COMMUNITY CENTER RD TO US41 D - FY 23/24 C - FY 25/26

TE006 ORANGE BELT BIKE/PED TRAIL (TRINITY TO TRLBY) RS - FY 18/19 D - FY 19/20 R - FY 20/21 C - FY 22/23

TE006 ORANGE BELT BIKE/PED TRAIL (TRINITY TO TRLBY) RS - FY 18/19 D - FY 19/20 R - FY 20/21 C - FY 22/23

DSA102 WITHLACOOCHEE STATE TRAIL CONNECTOR BIKE/PED TRAIL D - FY 18/19 R - FY 20/21 C - FY 22/23

LACOOCHEE RD IMPROVEMENTS PHASE 1 (CUMMER RD/BOWER RD/COIT RD) D - FY 19/20 C - FY 20/21

PASCO ROAD OVER STANLEY BRANCH BRIDGE D - FY 18/19 C - 20/21

SR52/MERIDIAN AVE @ N21 ST ROUNDABOUT R - FY 23/24 C - FY25/26

MORNING SIDE DRIVE EXT. (CITY OF DADE CITY) FORT KING ROAD TO US 301 RS - FY19/20 D - FY20/21 R - FY 21/22 C - FY 22/23

CR 579 (PROSPECT RD/ HAPPY HILL RD) IMPROVEMENTS D - FY 25/26 R - FY 27/28 C - FY 29/30

FORT KING RD SIDEWALK HESTER RD TO COLEMAN AVE HESTER RD TO COLEMAN AVE D- FY 23/24 C - FY 25/26

SR52 @ COLLEGE AVE/POMPANO D/B - FY 22/23 - R - FY 21/22

6010 SR 52/CLINTON AVE EXT E OF MCKENDREE TO E OF FT KING (FDOT) C - FY 18/19

443368 US301/US598/ CLINTON AVE INTERSECTION REALIGNMENT, PDE - FY 18/19(FDOT)

TE053 US98 @ CR35A SIGNAL C - FY 20/21

C.R. PASCO (MIRADA) MIRADA, CURRENT S.R. 52 TO CURLEY CONSTRUCTED TO EAST KENTON AND THE REMAINDER WITHIN THE NEXT 5 - 10 YEARS

C.R. PASCO (MIRADA) KENTON MIRADA TO TYNDALL WITHIN THE NEXT 5 - 10 YEARS

C.R. PASCO (MIRADA) CURLEY REALIGNMENT, NORTH OF TYNDALL TO REALIGNED PROSPECT WITHIN THE NEXT 5 - 10 YEARS

1. EPPERSON NORTH TYNDALL ROAD CURLEY TO KENTON A CONSIDERABLE SEGMENT WILL BE COMPLETED BY FY 22

2. EPPERSON NORTH KENTON TYNDALL TO ELAM WITHIN THE NEXT 5 - 10 YEARS

3. C.R. PASCO (MIRADA) BOYETTE EXTENTSION FROM OVERPASS NORTHERN PROPERTY LINE OF WILDCAT GROVES WITHIN THE NEXT 5 - 10 YEARS

EPPERSON NORTH CURLEY TO KENTON A CONSIDERABLE SEGMENT WILL BE COMPLETED BY END OF FY22; BUT NOT ALL THE WAY TO KENTON

OLD PASCO ROAD WIDENING (2 TO 4 LANES) N OF CR 54 to SR52 RS - FY 19/20 D - FY 20/21 R - FY 24/25 C - FY 26/27

OLD PASCO RD WIDENING (1.2 MILES) SONNY DRIVE TO OVERPASS RD D - FY 20/21 C - FY 21/22

DSA104 I-75 & OVERPASS INTERCHANGE OLS PASCO RD TO BOYETTE RD DB - 18/19 TO FY 21/22

TE039 OLD PASCO SAFETY IMPROVEMENT QUAIL HOLLOW TO N. OF OVERPASS RD C - FY19/20

TE038 OLD PASCO ROAD & QUAIL HOLLOW BLVD INTERSECTION IMPROVEMENT D - FY 12/13 R - FY 16/17 TO 17/18 C - FY 18/19

EPPERSON RANCH INC. EPPERSON BLVD. FROM OVERPASS ROAD NORTH TO ELAM COMPLETE IN FY22

CKB DEVELOPMENT CURLEY ROAD FROM SOUTH OF OVERPASS TO NORTH OF OVERPASS (ROUNDABOUTS)

BOYETTE RD M.U PATH VANDINE RD TO WC DISTRICT PARK D - FY 21/22 C - FY 22/23

OVERPASS RD BOYETTE ROAD TO US 301 D - FY 20/21 R - FY 26/27 C - FY 28/29

408076 US 301 WIDENING CR 54 TO KOSSIK KOSSIK RD (FDOT) R - FY 22/23

DSA074 CR 54 (PH II) US 301 TO 23RD ST C - FY 20/21

264422 US 301 SR 39 TO CR 54 (FDOT) R - FY 25/26

TCP2 CR54 (WCB) WIDENING MAGNOLIA BLVD TO OAKLEY BLVD C - FY 21/22

SR 581 @ SR 56 (FDOT) C - FY 21/22

WIREGRASS RANCH / LOCUST BRANCH S.R. 581 BYPASS LOOP S.R. 581 TO S.R. 54 WEST OF SADDLEBROOK WITHIN THE NEXT 5 - 10 YEAR

WIREGRASS RANCH / LOCUST BRANCH WIREGRASS RANCH BLVD PH 3B&4 FROM NORTH OF CHANCEY TO SOUTH OF S.R. 54 DESIGNED, CONSTRUCTION COMPLETED BY 12/31/23

416561 SR 54 WIDENING E OF CURLEY RD (CR 579) TO MORRIS BRIDGE RD (CR 579) (FDOT) C - FY 16/17

EILAND BLND @ SUMMERTREE PLAZA INTERSECTION D - FY 19/20 C - FY 20/21

4120 SR 54 AND MORRIS BRIDGE ROAD INTERSECTION IMPROVEMENT C - FY 16/17

MORRIS BRIDGE RD WIDENING (2-4) SR 56 TO SR54 D - FY 21/22 R - FY 22/23 C - FY 23/24

DSA213 MORRIS BRIDGE RD @ CHANCEY RD INTERSECTION D - FY 20/21 R - FY 21/22 C - FY 23/24

416564 US 301 WIDENING SR 54 TO SR 39 (FDOT) R - FY 18/19 THRU FY 23/24

CRYSTAL SPRINGS BLVD OVER HILLSBOROUGH RIVER BRIDGE D - FY TBD C - TBD

TE009 BRUCE B DOWNS BLVD (CR/SR581) ATMITS EXPANSION D - FY 18/19 C - FY19/20

SR 56 @ YAUPON LANE TRAFFIC SIGNAL C - FY 23/24

SR56 @ LAJUANA BLVD TRAFFIC SIGNAL C - FY23/24

MANSFIELD BLVD @ OAKLEY PRESERVE INTERSECTION C - FY20/21

SR 581 @ EASLETON BLVD TRAFFIC SIGNAL C - FY 20/21

OLD CYPRESS CREEK ROAD OVER CYPRESS CREEK D - FY 20/21 C - FY 21/22

DIVERGING DIAMOND INTERCHANGE CR 54 TO CYPRESS CR 54 TO CYPRESS RIDGE BLVD D - FY 16/17 C - FY 17/18

4040 CR 54 (WCB) WIDENING SR 54/56 TO MAGNOLIA BLVD R - FY 17/18 THRU FY20/21 C - FY 21/22

TCP36 GRAND BLVD SIDEWALK MILE STRETCH ROAD TO SR 54 D - FY 19/20 C - FY 21/22

SEVEN SPRINGS BLVD @ MITCHELL RANCH SIGNAL D - FY 21/22 C - FY 21/22

MITCHELL RANCH WELBILT, CURRENT NORTHERN TERMINUS TO MITCHELL RANCH ROAD (EXPECT TO BE COMPLETE WITHIN NEXT 5 YEARS

MITCHELL RANCH SPINE ROAD, CONNECT TO S.R. 54 TO LITTLE ROAD

STARKEY RANCH LAKE BLANCHE CURRENT WESTERN TERMINUS TO STARKEY BLVD PROJECT WILL BE COMPLETE BY END OF 2022

LONGLEAF STARKEY @ S.R. 54 INTERSECTION IMPROVEMENTS EXCPECT TO BE COMPLETED WITHIN THE NEXT 5 - 10 YEARS

TCP35 OLD CR54 SIDEWALK LITTLE RD TO SR 54 D - FY 20/21 C - FY 22/23

GRAND BLVD SIDEWALK(PHII) SR54 TO PASADENA DRIVE D - FY 20/21 C - FY 21/22

TCP37 DARLINGTON RD SIDEWALK US19 TO SUNRAY D - FY 20/21 C - FY 21/22

MITCHELL BLVD SIDEWALK CHURCHILL PARKWAY TO TRINITY OAKS BLVD D - FY 22/23 C - FY 24/25

TRINITY BLVD @ COOLSPRINGS SIGNAL D - FY 21/22 C - FY 21/22

TE032 TRINITY BLVD @ LITTLE ROAD INTERSECTION D - FY 18/19 C - FY 20/21

TE046 SUNCOAST TRAIL BIKE/PED OVERPASS @ SR 54 D - FY 21/22 C - FY 22/23

TE011 COLLIER PARKWAY @ LIVINGSTON RD INTERSECTION D - FY 20/21 C - FY 21/22

CYPRESS CREEK BLVD @ COUNTY LINE RD TRAFFIC SIGNAL C - FY 20/21

TE011 COUNTY LINE RD @ NORTHWOOD PALMS BLVD SIGNAL D - FY 18/19 C - FY 19/20

DSA096 COUNTY LINE ROAD SIDEWALK EAST OF NORTHWOOD PALMS BLVD TO BIG CREEK DR C - FY 20/21

POLK COUNTY

N W E S

0 1.5 3 Miles

LIGHTING
ATMS/ITS
COUNTY PROJECTS (2022-2026)
LANDSCAPING
FDOT FUNDED SIDEWALK PROJECT
FDOT PROJECTS
(Construction Outside 5 Year CIP - Dates Tentative)
tiflines

FDOT RESURFACING PROJECTS
COUNTY PROJECTS (2027-2031)
PENNY FOR PASCO BIKE/PED TRAILS
PENNY FOR PASCO PROJECTS
TRANSPORTATION IMPROVEMENTS (STATE FUNDED)
DEVELOPER PROJECTS
COUNTY BRIDGE
FDOT BRIDGE

BIKE/PED OVERPASS
FDOT FUNDED INTERCHANGE
COUNTY INTERSECTION IMPROVEMENTS (2022 -2026)
PENNY FOR PASCO INTERSECTION IMPROVEMENTS
SIGNALIZATION PROJECTS
INTERCHANGE
COUNTY ROUNDABOUT
FDOT ROUNDABOUT

Document Path: S:\GIS\NATE_GIS\CIP\CIP_2022\CIP 2022 thru 2031_01042022_FINAL_Developer.mxd

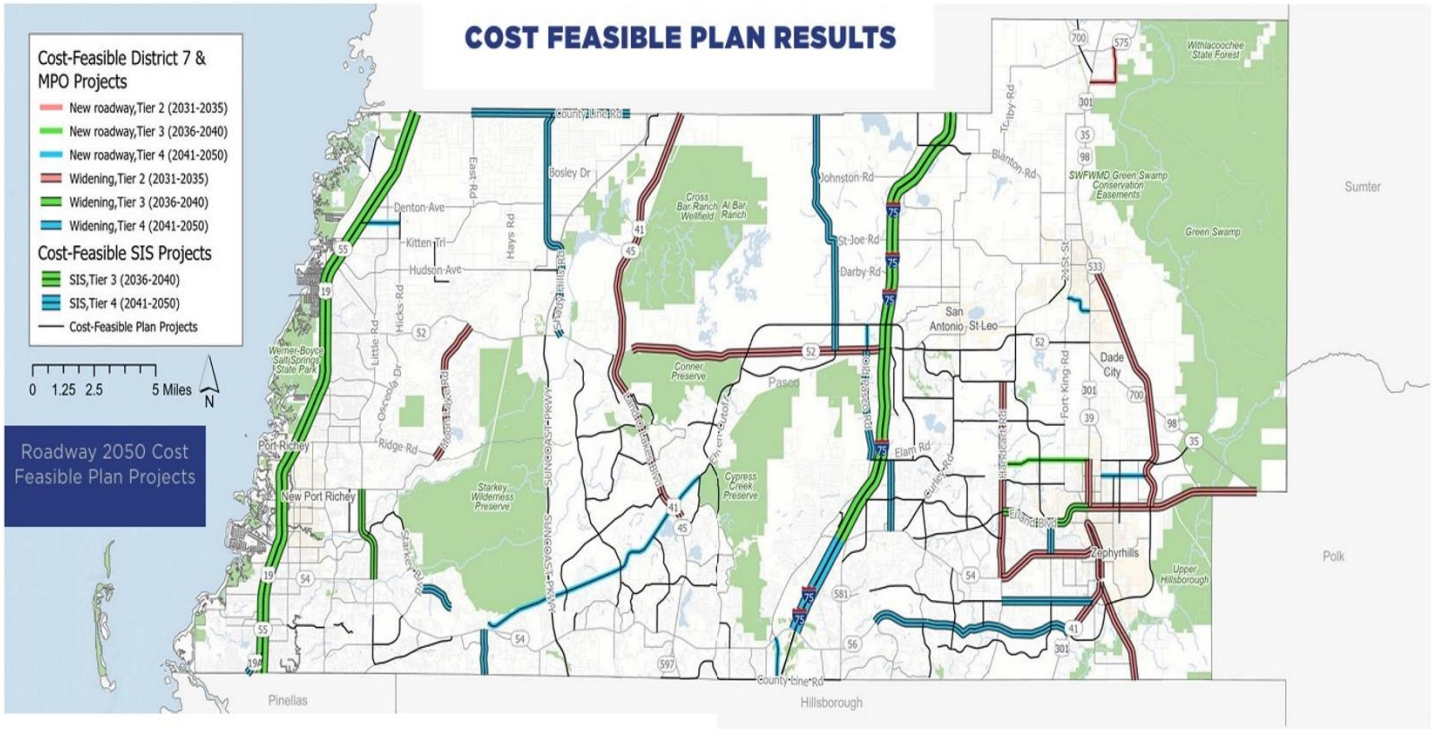
Pasco County, Florida
Geographic Information Systems
(G.I.S.)
Engineering Services

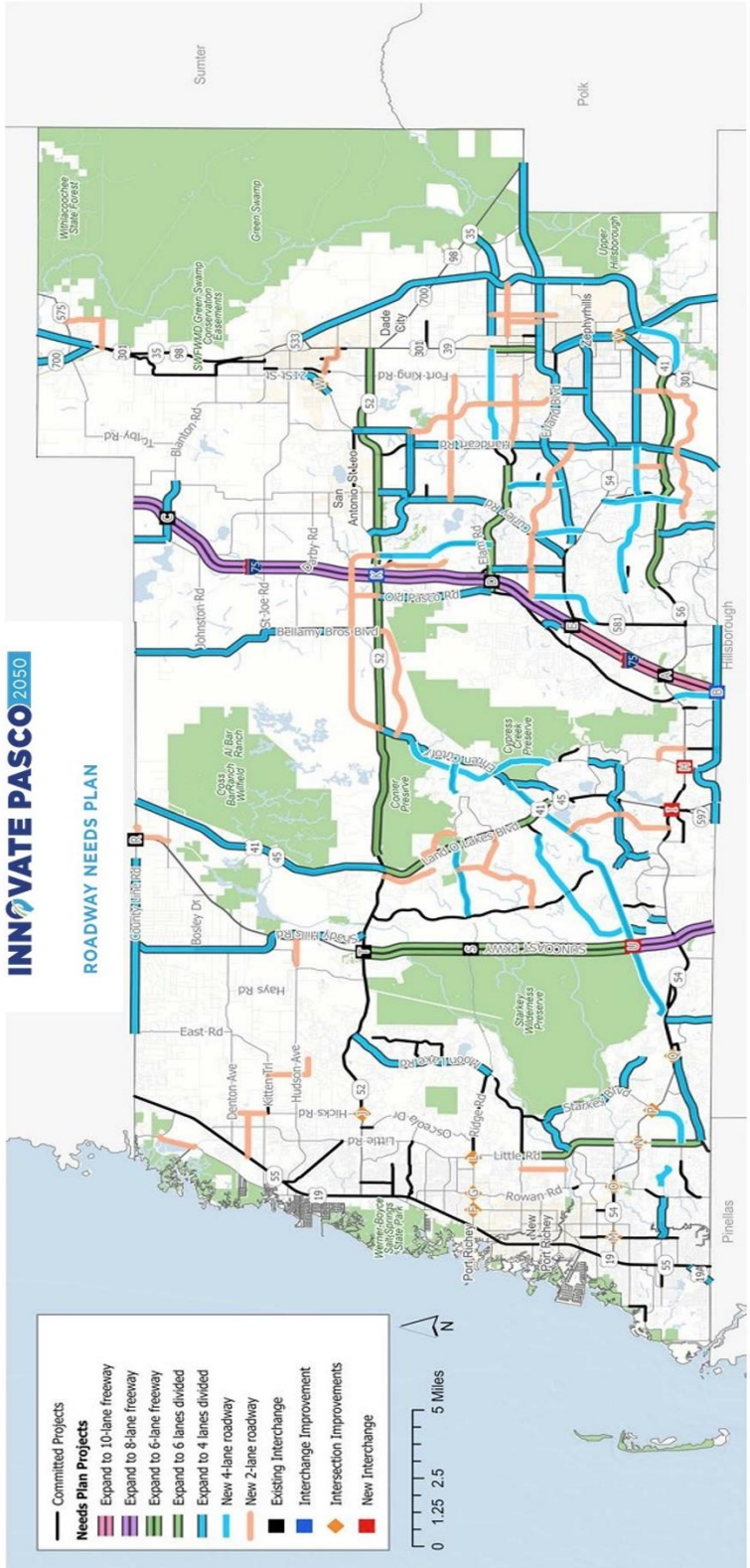
Title : Pasco County Transportation Capital Improvement Projects 2022 - 2031

Created Date: 1/4/2022
Created By: NDeliman
Updated :
Checked By: DB

This map is for informational purposes only. The data contained herein is not collected under the supervision of, or approved by, a licensed surveyor. It is not intended for any legal use. The data does not meet the minimum technical standards under the Florida Administrative Code 61G17-6. The Pasco County Board of County Commissioners does not accept any responsibility for errors or omissions of any kind contained in the data herein. All products and derivations from the data contained herein must retain this disclaimer.

INNOVATE PASCO 2050




INNOVATE PASCO 2050
ROADWAY NEEDS PLAN
Committed Projects
Needs Plan Projects
Expand to 10-lane freeway
Expand to 8-lane freeway
Expand to 6-lane freeway
Expand to 6 lanes divided
Expand to 4 lanes divided
New 4-lane roadway
New 2-lane roadway
Existing Interchange
Interchange Improvement
Intersection Improvements
New Interchange
0 1.25 2.5 5 Miles
N
Sumter
Polk
Hillsborough
Pinellas
Dade City
San Antonio
Zephyrhills
Green Swamp
Cypress Creek Preserve
Starkey Wilderness Preserve
Cross Bar Ranch Wildfield
Al Bar Ranch
Conner Preserve
Upper Hillsborough
Wiggins Pass Rd
Bellamy Bros Blvd
Land O Lakes Blvd
Starkey Blvd
Little Rd
Rowan Rd
Hays Rd
East Rd
Hudson Ave
Denton Ave
Kitten Trl
Hicks Rd
Bosley Dr
Johnston Rd
St Joe Rd
Blanton Rd
Fort King Rd
Handcart Rd
Elam Rd
Moon Lake Rd
Ridge Rd
Oscoola Dr
Little Rd
Port Richey
New Port Richey
Wernet-Boyce Salt Springs State Park
Whitacoochee State Forest
SWFWMD Green Swamp Conservation Easements
Cypress Creek Preserve
County Line Rd
Sunshine Pkwy
Ehren Cutoff
Tc Iby Rd
Carby Rd
Fort King Rd
Elam Rd
Fairfield Rd
Bellamy Bros Blvd
Hillsborough

FDOT Open Data Hub

Current 5 year Adopted Work Program Web Map

Will Isaacs
Florida Department of Transportation

Summary

Adopted Work Program

View Full Details

Details

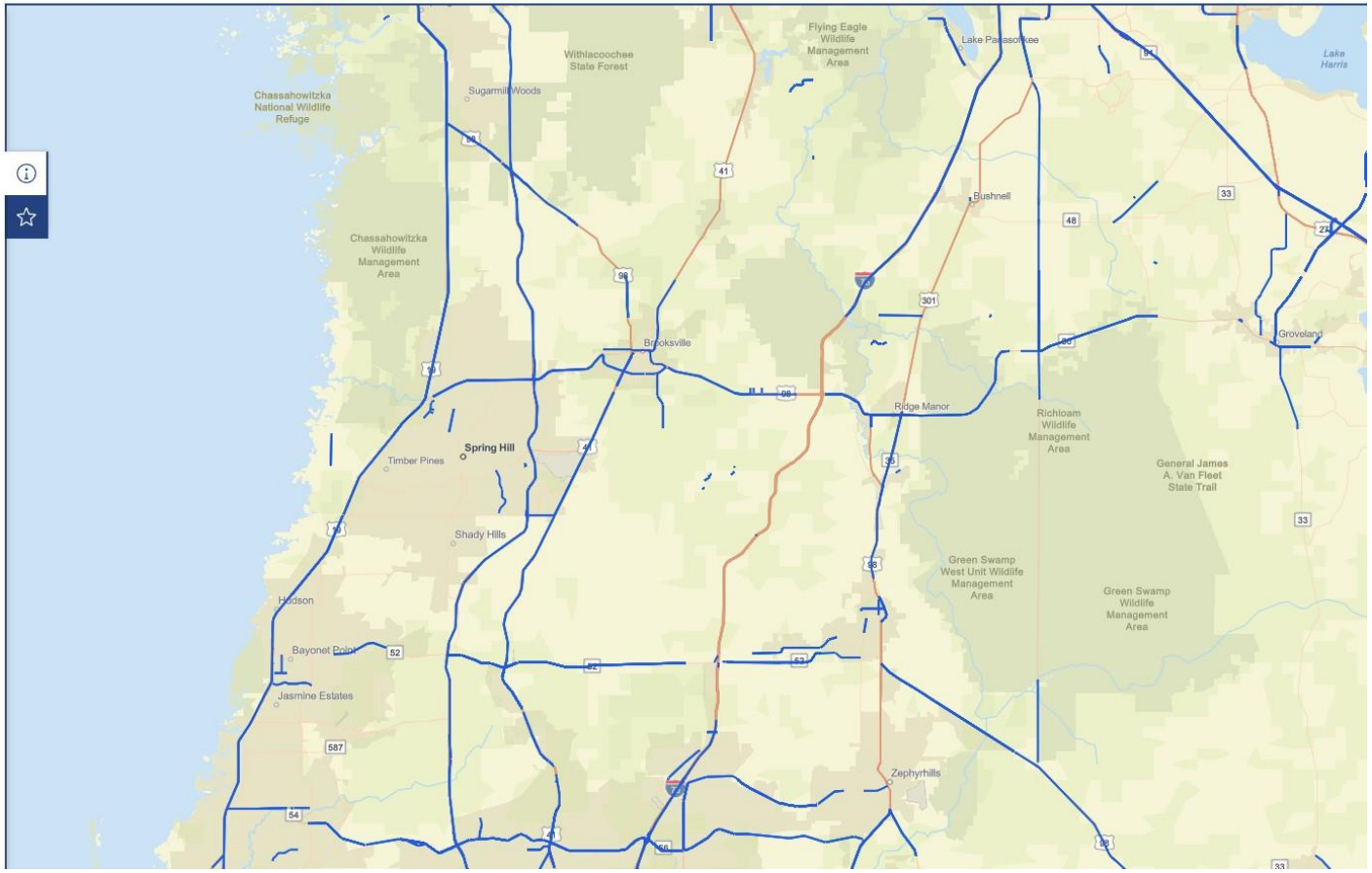
Map
Web Map

January 10, 2025
Date Updated

July 19, 2018
Published Date

Public
Anyone can see this content

Custom License
View license details



Contact Us

813 400 0393
info@gridengr.com
www.gridengr.com

63378

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE26-007 was published in said newspaper by print in the issues of 11/05/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____

Sworn to and subscribed before me this **11/05/2025**

Signature of Notary of Public

Personally known **X** or produced identification.

Type of identification produced _____

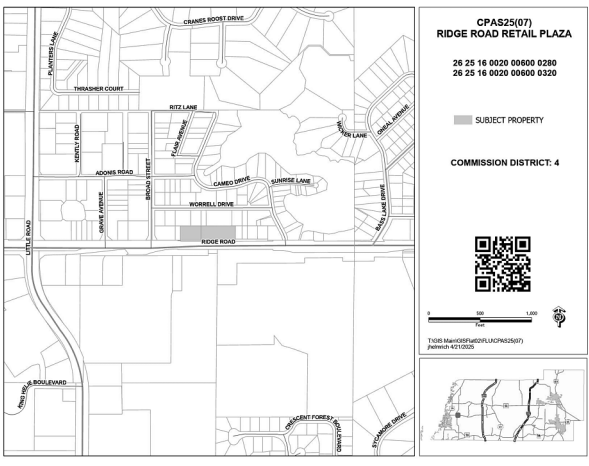
Notary Public State of Florida
Jean M Mitotes
My Commission HH 577686
Expires 7/31/2028

NOTICE OF AMENDMENT TO COMPREHENSIVE PLAN FOR PASCO COUNTY

The Pasco County Board of County Commissioners proposes to adopt the following:

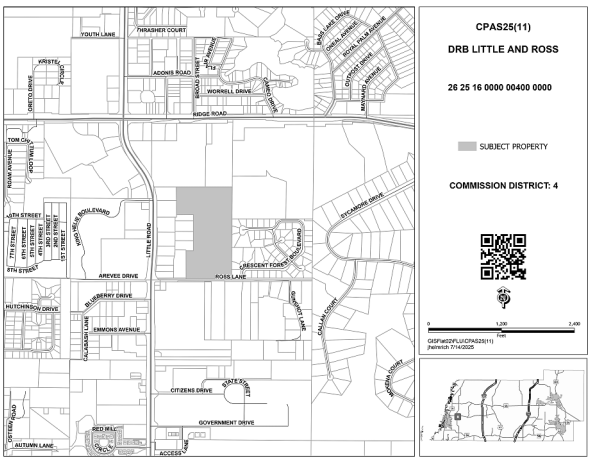
1. **AN ORDINANCE AMENDING THE PASCO COUNTY COMPREHENSIVE PLAN; PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP (MAP 2-15 AND SHEET 10) FROM RES-6 (RESIDENTIAL 6 – DU/GA) TO COM (COMMERCIAL) ON APPROXIMATELY 1.72 ACRES OF REAL PROPERTY LOCATED ON THE NORTH SIDE OF RIDGE ROAD APPROXIMATELY 180 FEET EAST OF THE INTERSECTION OF BROAD STREET AND RIDGE ROAD; AND PROVIDING FOR ADDITIONAL TEXT AMENDMENTS AS NECESSARY FOR INTERNAL CONSISTENCY; PROVIDING FOR A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.**

[CPAS25(07) Ridge Road Retail Plaza]



2. **AN ORDINANCE AMENDING THE PASCO COUNTY COMPREHENSIVE PLAN; PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAPS (2-15 AND SHEET 10) CHANGING FROM COM (COMMERCIAL) AND RES-9 (RESIDENTIAL-9 DU/GA) TO RES-6 (RESIDENTIAL-6 DU/GA) ON APPROXIMATELY 26.2 ACRES OF REAL PROPERTY LOCATED APPROXIMATELY 600 FEET EAST OF THE INTERSECTION OF LITTLE ROAD AND ROSS LANE; PROVIDING FOR ADDITIONAL TEXT AMENDMENTS AS NECESSARY FOR INTERNAL CONSISTENCY; PROVIDING FOR A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.**

[CPAS25(11) DRB Little and Ross]



On Thursday, November 20, 2025, at 1:30 p.m., the Pasco County Planning Commission, convened as the Local Planning Agency will hold a public hearing at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida to consider the consistency of the proposed amendment with the adopted Comprehensive Plan.

On Tuesday, January 20, 2026, at 1:30 p.m., the Pasco County Board of County Commissioners will hold an adoption public hearing at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida.

Information concerning this matter will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (727) 847-2411 ext. 4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY LOCAL PLANNING AGENCY
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE26-007

Northside Engineering, Inc.

RE: Ridge Road Retail CPAS25-07
Parcel ID No. - 26-25-16-0020-00600-0280
26-25-16-0020-00600-0320

Dear Property Owner:

This letter is to notify you that a Small Scale Comprehensive Plan Amendment CPAS25-07 - Ridge Road Retail has been filed in the name of the property owner KNJN Real Estate LLC from RES-6 (Residential 6DU/GA) to COM (Commercial).

This property is located on the north side of Ridge Road lying between Broad Street & Cameo Drive and consists of approximately 1.72 acres (Parcel ID No. - 26-25-16-0020-00600-0280 & 26-25-16-0020-00600-0320).

Planning Commission **Local Planning Agency** **CPAS25-07**	**11-20-2025**	**West Pasco Gov't Center** **8731 Citizens Drive** **New Port Richey, FL**	**1:30 p.m.**
Board of County Commissioners **CPAS25-07**	**1-20-2026**	**West Pasco Gov't Center** **8731 Citizens Drive** **New Port Richey, FL**	**1:30 p.m.**

The application and all supporting documentation on file regarding the Comprehensive Plan Amendment CPAS25-07 can be viewed by contacting Yvrose Stevens, 8731 Citizens Drive, Ste 200, New Port Richey, FL 34654. 727-380-3763.

If you are in opposition to the above-stated application, you will need competent substantial evidence presented to support your opposition. Any person desiring to appeal any decision made by the Board of County Commissioners with respect to any matter considered at any meeting or hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based.

On occasion, applications may be continued. It is your responsibility to contact this office or the above contact at the County to confirm the above scheduled public hearing dates.

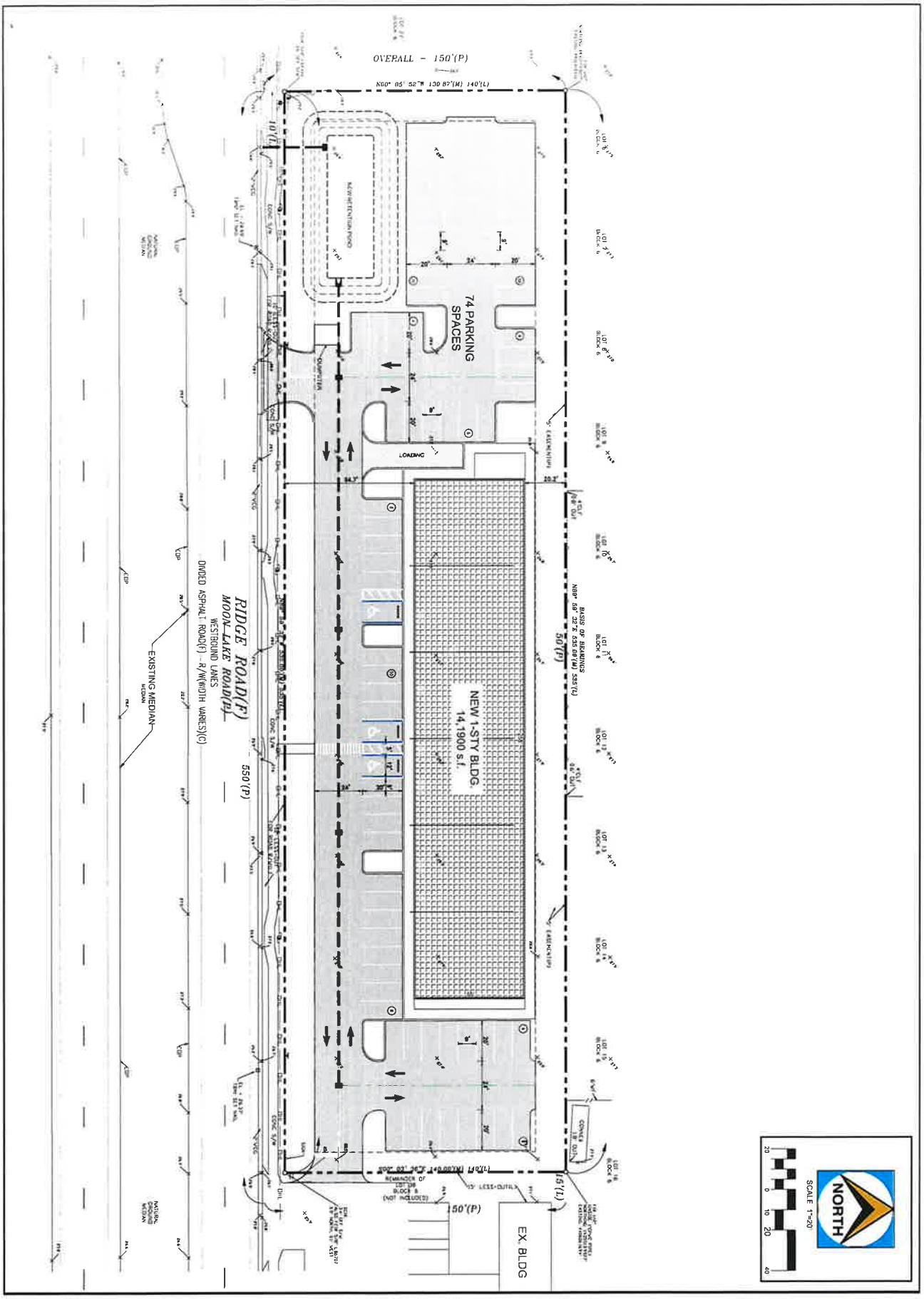
Clearwater Office
300 South Belcher Road
Clearwater, Florida 33765
727-443-2869
housh@northsideengineering.net
sandy@northsideengineering.net

Civil ~ Land Planning ~ Due Diligence Report
Re-Zoning, Land Use & Annexation
Stormwater Management ~ Utility Design
Traffic ~ Construction Administration

www.northsideengineering.net

Nashville Office
601 River Peral Place
Nashville, Tennessee 37207
727-709-0943
housh@northsideengineering.net
sandy@northsideengineering.net

BASS LAKE DRIVE
RIDGE ROAD
LITTLE ROAD



Northside C3.1

CIVIL SITE PLAN

PRELIMINARY SITE PLAN
PARCEL ID# 26-25-16-0020-00600-0280 & 0320
RIDGE ROAD

PROJECT # 24XX
ISSUE DATE: XX/XX/24
REVISIONS:

Donald B Fairbairn, P.E. #44971

Northside Engineering, Inc.

Civil Land Planning Traffic Studies Landscape
Due Diligence Reports Land Use Re-Zoning
Stormwater Management Utility Design
Construction Administration

300 South Belcher Road, Clearwater, Florida 33765
Tel 727-443-2659 Fax 727-446-8035
tech@northsideengineering.net
Est 1988

26-25-16-0020-00400-0010
KENNEDY JAMES M
9650 LAKEVIEW DR
NEW PORT RICHEY, FL 34654

26-25-16-0020-00600-0180
FRANK F JR & MICHAELLE L BALOGH REVOCABLE INTER VIVOS LIVING TRUST
BALOGH FRANK TRUSTEE
9500 OSCEOLA DR
NEW PORT RICHEY, FL 34654

26-25-16-0030-00600-0060
DENNEY DENNIS & MARY
10755 LUSCOMBE CT
NEW PORT RICHEY, FL 34654-5206

26-25-16-0020-00700-0110
EMANUEL ROBERT
10804 HAZEL AVE
HUDSON, FL 34669

26-25-16-0010-03900-0010
NNN REIT LP
450 SOUTH ORANGE AVENUE SUITE 900
ORLANDO, FL 32801

26-25-16-0020-00900-0040
NAUSED HARRY J & THIEL JOAN M
12907 VALIMAR RD
NEW PORT RICHEY, FL 34654-4838

26-25-16-0030-00600-0040
KIE JAMES
8548 GRAVE AVE
NEW PORT RICHEY, FL 34654-4914

26-25-16-0020-49900-1020
PASCO COUNTY
FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY, FL 34653-2359

26-25-16-0030-00700-0130
BOEGLI LAMONT H JR & DIANA &
BOEGLI JESSICA VIOLET
8535 ADONIS RD
NEW PORT RICHEY, FL 34654-4911

26-25-16-0020-00400-0070
FUSSELL TIMOTHY O &
CUMMINS SUZANNA L
8526 CAMEO DR
NEW PORT RICHEY, FL 34654-4917

26-25-16-0030-00500-0160
WEBB KAITLYN ANNE & KELLY JOSHUA JAMES
8529 GRAVE AVE
NEW PORT RICHEY, FL 34654

26-25-16-0020-00000-00L0
PASCO COUNTY
FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY, FL 34653-2359

26-25-16-0020-00700-0210
FLETCHER HELENA VANCE LIVING TRUST
FLETCHER HELENA VANCE TRUSTEE
8725 WORRELL DRIVE
NEW PORT RICHEY, FL 34654-4915

26-25-16-0030-00800-0070
FORD KARMEN TRUSTEE
1234 WOODLAWN TERRACE
CLEARWATER, FL 33755-1168

26-25-16-0020-00400-0040
FUSSELL TIMOTHY O
8526 CAMEO DR
NEW PORT RICHEY, FL 34654-4917

26-25-16-0020-00600-0110
FLETCHER HELENA VANCE LIVING TRUST
FLETCHER HELENA VANCE TRUSTEE
8725 WORRELL DR
NEW PORT RICHEY, FL 34654

26-25-16-0020-00400-0090
STALBIRD FOUR LLC
14851 STATE RD 52 UNIT 107-195
HUDSON, FL 34669

26-25-16-0020-00100-0080
STILLINGS CYNTHIA
8614 CAMEO DR
NEW PORT RICHEY, FL 34654

26-25-16-0020-00400-0080
PASCO COUNTY
FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY, FL 34653-2359

26-25-16-0020-49900-0000
PASCO COUNTY
FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY, FL 34653-2359

26-25-16-0020-00700-0060
POORE KIMBERLY J
8702 ADONIS RD
NEW PORT RICHEY, FL 34654-4912

26-25-16-0030-00800-0090
SNELLENBERGER LINDA A
8551 ADONIS RD
NEW PORT RICHEY, FL 34654-4911

26-25-16-0030-00500-0140
ROSSBACH STEPHANIE A & CLINTON A
1919 STATE ROUTE 13
ALTMAR, NY 13302

26-25-16-0020-00700-0120
MARZONI EDWARD & MARZONI HOLLY
1689 S LOOKOUT PT
HOMOSASSA, FL 34448-1432

26-25-16-0030-00600-0220
PASCO COUNTY
FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY , FL 34653-2359

26-25-16-0020-00600-0390
BALOGH FRANK F JR &
BALOGH MICHAELLE REV LIV TRUST
8751 RIDGE RD
NEW PORT RICHEY, FL 34654-4959

26-25-16-0020-00400-0030
COWLES DAWN
2801 GRISWOLD ST LOT 75
PORT HURON, MI 48060-4844

26-25-16-0020-00600-0280
KNJN REAL ESTATE LLC
7507 YARDLEY WAY
TAMPA, FL 33647

26-25-16-0030-00600-0110
REALTY INCOME U S CORE PLUS 3 LP
11995 EL CAMINO REAL
SAN DIEGO, CA 92130

9/19

26-25-16-0010-03700-0010
PASCO COUNTY
FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY, FL 34653-2359

26-25-16-0020-00200-0080
DENNEY DENNIS & MARY
10755 LUSCOMBE CT
NEW PORT RICHEY, FL 34654-5206

26-25-16-0000-49900-0070
PASCO COUNTY
FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY, FL 34653-2359

26-25-16-0020-00600-0320
KNJN REAL ESTATE LLC
7507 YARDLEY WAY
TAMPA, FL 33647

26-25-16-0020-00600-0400
BALOGH FRANK L JR &
BALOGH MICHAELLE L REV LIV TR
8751 RIDGE RD
NEW PORT RICHEY, FL 34654-4959

26-25-16-0010-49900-1480
PASCO COUNTY
FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY, FL 34653-2359

26-25-16-0020-00600-0190
STONE MARSHALL & SUSAN
55032 SOUTHERN HLS
LA QUINTA, CA 92253-5655

26-25-16-0020-00600-0080
FLETCHER HELENA VANCE LIVING TRUST
FLETCHER HELENA VANCE TRUSTEE
8725 WORRELL DR
NEW PORT RICHEY, FL 34654

26-25-16-0020-00600-0030
J EDWARDS INC
C/O WDI TAMPA INC
1311 N CHURCH AVE
TAMPA, FL 33607-2484

26-25-16-0030-00800-0110
THE OFF BASE CLUB INC
8624 BROAD ST
NEW PORT RICHEY, FL 34654-4907

26-25-16-0020-00800-0080
DOWELL TONY & YVETTE
8638 BROAD ST
NEW PORT RICHEY, FL 34654-4907

26-25-16-0020-00300-0020
VANDERKOLK DAVID
7391 W RIVERBEND RD
DUNNELLON, FL 34433-2008

26-25-16-0020-00100-00A0
PASCO COUNTY
FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY, FL 34653-2359

26-25-16-0020-00300-0151
VVN3 LLC
16823 US HWY 19
HUDSON, FL 34667

26-25-16-0020-00800-0150
MCKONE MICHELLE LYNN
8633 CAMEO DR
NEW PORT RICHEY, FL 34654-4905

26-25-16-0020-00800-0170
SEVASTOS MARIA
7200 JENNER AVE
NEW PORT RICHEY, FL 34655-3131

26-25-16-0020-00600-0430
SCHIFFER GEORGE T
18100 BOONESFARM DR
SPRING HILL, FL 34610-8100

26-25-16-0000-49900-0060
PASCO COUNTY
FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY, FL 34653-2359

26-25-16-0020-00100-0120
STILLINGS CYNTHIA
8614 CAMEO DR
NEW PORT RICHEY, FL 34654

26-25-16-0020-00800-0090
OFF BASE CLUB INC
8624 BROAD ST
NEW PORT RICHEY, FL 34654

26-25-16-0030-00600-0240
REYNA MIGUEL A
31916 DEL CIELO ESTE
APT 32
BONSALL, CA 92003

26-25-16-0020-00800-0060
GERNER RICHELLE ELIZABETH
8650 BROAD ST
NEW PORT RICHEY, FL 34654-4907

26-25-16-0020-00700-0150
POYNTER WALTER L & RUBY
8647 WORRELL DR
NEW PORT RICHEY, FL 34654-4957

26-25-16-0020-00700-0270
MAGO WILLIAM & KAREN
103 HACIENDA WAY
ST AUGUSTINE, FL 32095-8521

26-25-16-0020-00700-0050
VANDENBROEK JARED
8640 ADONIS RD
NEW PORT RICHEY, FL 34654

26-25-16-0020-00600-0391
PASCO COUNTY
FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY, FL 34653-2359

26-25-16-0020-00600-0160
BALOGH FRANK &
BALOGH FRANK JR &
BALOGH MICHAELLE
8751 RIDGE RD
NEW PORT RICHEY, FL 34654-4959

26-25-16-0020-00700-0030
DENNEY DENNIS & MARY
10755 LUSCOMBE CT
NEW PORT RICHEY, FL 34654-5206

26-25-16-0030-00600-0030
DEBOER DEBORAH A
8600 GRAVE AVE
NEW PORT RICHEY, FL 34654-4914

26-25-16-0030-00800-0080
SLIMI KRISTIAN DENISE
8641 BROAD ST
NEW PORT RICHEY, FL 34654

17/17

26-25-16-0020-00700-0250
KILCOURSE GARY & SUSAN
8626 CAMEO DR
NEW PORT RICHEY, FL 34654-4904

26-25-16-0020-00700-0300
MAGO WILLIAM & KAREN
103 HACIENDA WAY
ST AUGUSTINE, FL 32095-8521

26-25-16-0020-00600-0410
BLUE RIBBON AUTOMOTIVE INC
8805 RIDGE RD
NEW PORT RICHEY, FL 34654-4938

26-25-16-0020-49900-1010
PASCO COUNTY
FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY, FL 34653-2359

26-25-16-0020-00700-0230
MALLOZZI LINDA E
803 SALEM ROAD
UNION , NJ 07083

26-25-16-0020-00600-0450
SCHIFFER GEORGE T
18100 BOONESFARM DR
SPRING HILL, FL 34610-8100

26-25-16-0020-00100-0100
STILLINGS CYNTHIA
8614 CAMEO DR
NEW PORT RICHEY, FL 34654

26-25-16-0030-00500-0180
LINDA MARIE ASSOCIATES LLC
498 DEER CRK RUN
DEERFIELD BEACH, FL 33442

26-25-16-0020-00200-0120
WHITESIDE HUGH J &
BROWN DEBORAH A
14836 LAKE MAGDALENE CIR
TAMPA, FL 33613-1710

26-25-16-0020-00700-0280
MAGO WILLIAM & KAREN
103 HACIENDA WAY
ST AUGUSTINE, FL 32095-8521

26-25-16-0020-00200-0060
STILLINGS JOHN D
7442 MITCHELL RANCH RD
NEW PORT RICHEY, FL 34655-3234

26-25-16-0020-00900-0060
MARRERO DAVID
7513 GALLINETA CT
TAMPA, FL 33615

26-25-16-0020-00100-0060
TOMAINO PETER & ELLEN J
8654 CAMEO DR
NEW PORT RICHEY, FL 34654-4904

26-25-16-0020-00700-0090
JP FAM LLC
2330 DINHURST CT
LAND O LAKES, FL 34639

26-25-16-0020-00200-0020
FLETCHER HELENA VANCE LIVING TRUST
FLETCHER HELENA VANCE TRUSTEE
8725 WORRELL DR
NEW PORT RICHEY, FL 34654

26-25-16-0020-00200-0100
STILLINGS CYNTHIA R
3125 SW BELLE AVE
TOPEKA, KS 66614

26-25-16-0010-49900-1490
PASCO COUNTY
FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY, FL 34653-2359

26-25-16-0020-00700-0290
MAGO WILLIAM & KAREN
103 HACIENDA WAY
ST AUGUSTINE, FL 32095-8521

26-25-16-0010-03600-0000
COULTER WAYNE R REV LIV TRUST
COULTER WAYNE R TRUSTEE
C/O DELZER COULTER & BELL PA
7920 US HIGHWAY 19 STE A
PORT RICHEY FL 34668-6605

26-25-16-0020-00300-0010
DENNEY MARY & DENNIS
10755 LUSCOMBE CT
NEW PORT RICHEY, FL 34654-5206

26-25-16-0020-00600-0010
J EDWARDS INC
C/O WDI TAMPA INC
1311 N CHURCH AVE
TAMPA, FL 33607-2484

26-25-16-0020-00800-0050
ROBERTS JOHN S & KATHLEEN F
8348 BLUEBERRY DR LOT 1
NEW PORT RICHEY, FL 34653-1505

26-25-16-0020-00200-0010
PASCO COUNTY
FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY, FL 34653-2359

26-25-16-0020-00600-0210
STONE MARSHALL & SUSAN
55032 SOUTHERN HLS
LA QUINTA, CA 92253-5655

26-25-16-0000-49900-1080
PASCO COUNTY
FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY, FL 34653-2359

26-25-16-0020-00600-0270
STEINMETZ JONAL SCOTT
8645 RIDGE RD
NEW PORT RICHEY, FL 34654

26-25-16-0020-00600-0230
J EDWARDS INC
C/O WDI TAMPA INC
1311 N CHURCH AVE
TAMPA, FL 33607-2484

26-25-16-0030-00600-0130
REALTY INCOME U S CORE PLUS 3 LP
11995 EL CAMINO REAL
SAN DIEGO, CA 92130

26-25-16-0020-00200-0030
PASCO COUNTY
FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY, FL 34653-2359

26-25-16-0010-03900-0020
8536 RIDGE LLC
1614 COLONIA BLVD STE 101
FORT MYERS, FL 33907

22/22

26-25-16-0000-49900-0030
PASCO COUNTY
FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY, FL 34653-2359

26-25-16-0020-00100-0040
JOHNSON CLOYCE F TRUST
JOHNSON CLOYCE F TRUSTEE
229 VELMA DR W
LARGO, FL 33770-2109

26-25-16-0020-00400-0100
STALBIRD FOUR LLC
14851 STATE RD 52 UNIT 107-195
HUDSON, FL 34669

26-25-16-0030-00600-0230
HOMBRAR-GIL BRIAN
1561 S JEFFERSON AVE
CLEARWATER, FL 33756

26-25-16-0020-00800-0190
BELEW CHARLES STEVEN
8710 BROAD ST
NEW PORT RICHEY, FL 34654-4907

26-25-16-0030-00600-0170
HSI ASSET SECURITZATION CORPORATION TRUST 2006 OPT4
DEUTSCHE ABNK NATIONAL TRUST COMPANY TRUSTEE
1661 WORTHINGTON RD SUITE 100
WEST PALM BEACH, FL 33409

26-25-16-0000-49900-1060
PASCO COUNTY
FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY, FL 34653-2359

26-25-16-0020-00700-0040
DENNEY DENNIS & MARY
10755 LUSCOMBE CT
NEW PORT RICHEY, FL 34654-5206

26-25-16-0030-00600-0070
REALTY INCOME U S CORE PLUS 3 LP
11995 EL CAMINO REAL
SAN DIEGO, CA 92130

26-25-16-0020-00800-0130
AHEARN SHERYL
8643 ADONIS RD
NEW PORT RICHEY, FL 34654-4901

26-25-16-0020-00900-0050
8701 CAMEO DR LAND TRUST
JACKSON FRAN TRUSTEE
PO BOX 1645
PORT RICHEY, FL 34673

26-25-16-0010-03700-0000
TLV RE SS II NEW PORT RICHEY OWNER LLC
1600 E 8TH AVE STE A132-A
TAMPA, FL 33605

26-25-16-0020-00700-0080
ADAMS-BEMAN THOMAS
8621 CAMEO DR
NEW PORT RICHEY, FL 34654

26-25-16-0020-00400-0111
VVN3 LLC
16823 US HWY 19
HUDSON, FL 34667

26-25-16-0020-00700-0010
BRYNGELSON NICOLE & DAVID
4218 BARKER DR
NEW PORT RICHEY, FL 34652-5551

26-25-16-0020-00600-0100
FLETCHER HELENA VANCE LIVING TRUST
FLETCHER HELENA VANCE TRUSTEE
8725 WORRELL DR
NEW PORT RICHEY, FL 34654

26-25-16-0030-00600-0050
LAMARCHE LAWRENCE
331 N GREENFIELD RD
PORTER CORNERS, NY 12859-1832

26-25-16-0020-00600-0050
FLETCHER HELENA VANCE LIVING TRUST
FLETCHER HELENA VANCE TRUSTEE
8725 WORRELL DR
NEW PORT RICHEY, FL 34654

26-25-16-0020-00700-0251
SCHIFFER GEORGE
8805 RIDGE RD
NEW PORT RICHEY . FL 34654

26-25-16-0020-00600-0211
PEREZ GERBIN ANTONIO COLMENARES
8525 CAMEO DR
NEW PORT RICHEY, FL 34654

26-25-16-0010-03800-0010
LOWE'S HOME CENTERS INC
ATTN: TAX DEPT 1ETA #724
1000 LOWES BLVD
MOORESVILLE, NC 28117-8520

26-25-16-0020-00700-0201
FLETCHER HELENA VANCE LIVING TRUST
8719 WORRELL DRIVE
NEW PORT RICHEY, FL 34654-4915

Northside Engineering
300 South Belcher Rd.
Clearwater, FL 33765

U.S. POSTAGE PAID
CLEARWATER, FL
33765
NOV 07 25
AMOUNT
$11.20
S2322S500416-16

16/16

UNITED STATES POSTAL SERVICE.

CLEARWATER
100 S BELCHER RD
CLEARWATER, FL 33765-9998
www.usps.com

11/07/2025 09:50 AM

Product	Qty	Unit Price	Price
CTOM - Firm - Domestic	16		$11.20
CTOM - Firm - Domestic	22		$15.40
CTOM - Firm - Domestic	17		$11.90
CTOM - Firm - Domestic	19		$13.30
N Cardinal #9 Env	75	$1.01	$75.75

Grand Total: $127.55

Debit Card Remit $127.55
Card Name: VISA
Account #: XXXXXXXXXXXX6876
Approval #: 099511
Transaction #: 338
Receipt #: 063152
Debit Card Purchase: $127.55
AID: A0000000980840 Chip
AL: US DEBIT
PIN: Verified

TO REPORT AN ISSUE
Visit https://emailus.usps.com

All hazardous labels/markings on reused boxes MUST be completely removed/obliterated if they no longer match the contents.

In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.

PREVIEW YOUR MAIL AND PACKAGES
Sign up for FREE at
https://informeddelivery.usps.com

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Customer Service
1-800-ASK-USPS
(1-800-275-8777)
Agents do not have any additional information other than what is provided on USPS.com.

Tell us about your experience.
Go to: https://postalexperience.com/Pos
or scan this code with your mobile device

or call 1-800-410-7420.

AFFIDAVIT ATTESTING TO PROVIDING PUBLIC NOTICE

STATE OF FLORIDA
COUNTY OF PASCO

Northside Engineering Inc. - Jean Mandilk

Owner and Record Title Holder(s) or Authorized Representative Name(s)

That I am (we are) the owner(s) and record title holder(s) or the authorized representative for same of the following described property:

Parcel Identification Number(s) (List All): 26-25-16-0020-00600-0280 and 26-25-16-0020-00600-0320

That this property constitutes the property for which an approval is requested according to project name (or owner name) and project number (if associated with a site plan) and variance(s) if listed below:

Project Name: Ridge Road Retail

Project Number: CPAS25-07

Request: Comprehensive Plan Amendment from RES-6 (Residential 6DU/GA) to COM (Commercial)

That attached is the following:

N/A **Proof of publication from the** ---------- **(newspaper name, if applicable).**

X **Certificate of mailing for the notices, which were mailed on** November 7, 2025 **(Date)**

X **Photos showing the placement of and language on the signage, which was posted on** Nov 7th, 2025 **(Date)**

FURTHER AFFIANT SAYETH NOT Jean Mandilk

The foregoing instrument was acknowledged before me the 11/12/2025 **(date), by** Jean Mandilk **(name of person acknowledging), who is personally known to me or who has produced** N/A **(type of identification) as identification.**

Seal:

SANDRA LEE BRADBURY
MY COMMISSION # HH 433641
EXPIRES: August 19, 2027

Sandra L Bradbury
NOTARY PUBLIC

guidepubno(DH)

PUBLIC HEARINGS

PASCO County Florida
Open Spaces. Vibrant Places.

App. No. CPAS25-07

COMPREHENSIVE PLAN AMENDMENT

FROM: RESIDENTIAL-6 DU/GA

TO: COMMERCIAL

Local Planning Agency

11/20/25 **1:30 p.m.**

West Pasco Government Center, 8731 Citizens Drive, New Port Richey

Board of County Commissioners

01/20/26 **1:30 p.m.**

West Pasco Government Center, 8731 Citizens Drive, New Port Richey

PlanPasco@MyPasco.net / 727-847-8140
Hearing/Voice Impaired Call 711
MyPasco.net/MeetingAgendas


PUBLIC HEARINGS
PASCO COUNTY FLORIDA
App. No. CPAS25-07
COMPREHENSIVE PLAN AMENDMENT
FROM: RESIDENTIAL-6 DU/GA
TO: COMMERCIAL
Local Planning Agency
11/20/25
1:30 p.m.
Board of County Commissioners
01/20/26
1:30 p.m.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 4 **FILE NO.:** PDE26-0173 **DATE:** 1/20/2026

SUBJECT: An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Small-Scale Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 10) Changing From COM (Commercial) And RES-9 (RESIDENTIAL -9 DU/GA) To RES-6 (RESIDENTIAL-6 DU/GA) On Approximately 26.2 Acres Of Real Property Located Approximately 600 Feet East Of The Intersection Of Little Road And Ross Lane; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For a Repealer, Severability, And An Effective Date.

REFERENCES: All Local Planning Agency (LPA) and Board of County Commissioners (BCC) public hearings at 1:30 p.m. in New Port Richey (NPR): LPA at NPR 11/20/25 – BCC at NPR 01/20/26

AGENDA SECTION: Public Hearings

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED BOARD ACTION:

Accept public comment. Adopt the proposed Comprehensive Plan Amendment and Ordinance by roll-call-vote. Authorize the chair to execute the originals of the ordinance provided and direct the Board Records Department to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

The proposed amendment requests a change from COM (Commercial) and RES-9 (Residential-9 du/ga) to RES-6 (Residential-6) to create a uniform residential designation across the 26.2-acre site. The property lies within the Urban Service Area and is served by existing water, wastewater, and transportation infrastructure. The applicant is proposing to develop 74 single-family detached units, representing a gross density of approximately 2.96 dwelling units per acre of net density, which is well below the allowable 6 du/ga under the proposed RES-6 designation. However, it should be noted that there is not a Southwest Florida Water Management District (SWFWMD) official delineation of the wetlands on site, and the net density could fluctuate and slightly exceed a net density of three (3) dwelling units per acre. There is an estimated +/- 1.27 acres of wetland total on site, leaving approximately 24.93 acres of developable uplands on site. At 26.2 acres, the maximum density permitted through the proposed RES-6 FLU would allow for approximately 157 units.

The site is located approximately 600 feet east of Little Road and lacks direct frontage on a major arterial or collector roadway. Its position behind existing commercial uses limits visibility and access, rendering the commercial portion nonviable for sustainable economic use. The proposed RES-6 designation better reflects the site's physical and market context and aligns with the surrounding suburban development pattern, which is predominantly residential in character. Converting the remaining COM portion to RES-6 allows for a logical and compatible land use transition that aligns with both existing on-site conditions and the broader development pattern of the area.

By reducing the allowable residential density from RES-9 to RES-6 and eliminating a nonviable commercial component, the proposal lowers potential infrastructure demands, minimizes traffic generation, and promotes development that will not consume more in public costs than it contributes in long-term revenue, which directly supports the County's growth management objectives.

This agenda memo was prepared by: Jenny De Granda, Planner II

GENERAL INFORMATION	
Applicant Agent of Record (AOR)	Barbara L. Wilhite, P.A., Wilhite Law
Applicant	Andrew D. Ellinor
Project Address	8224 Little Road, New Port Richey, FL 34654

SITE DETAILS						
Parcel ID	Acres	Existing Future Land Uses(s)	Existing Zoning	Proposed Future Land Use(s)	Existing Uses(s)	Proposed Uses(s)
26-25-16-0000-00400-0000	26.2	COM (Commercial); RES-9 (Residential-9 Du/Ga)	A-C Agricultural District; C-2 General Commercial District	RES-6 (Residential -6 Du/ga)	Vacant	Single Family Residential

SURROUNDING ZONING AND LAND USES			
	Zoning District	Future Land Use (FLU)	Existing Use
North	A-C Agricultural District; C-2 General Commercial District	RES-9 (Residential – 6 du/ga); COM (Commercial)	Commercial; Vacant
South	PO-1 Professional Office District; C-2 General Commercial District; A-C Agricultural District; AR-1	ROR (Retail/Office/Residential); RES-9 (Residential – 9 du/ga)	Commercial; Large lot residential

	Agricultural-Residential District		
East	A-C Agricultural District; R-2 Low Density Residential District	RES-9 (Residential – 9 du/ga)	Crescent Forest Subdivision; Vacant
West	C-2 General Commercial District	COM (Commercial)	Commercial

See *Appendix* for zoning and FLU terms at the end of this report.

LPA/BCC ACTIONS

On November 20, 2025, the Local Planning Agency (LPA) held a public hearing on the proposed Amendment to the Comprehensive Plan and unanimously found the amendment consistent with the Comprehensive Plan.

FINDINGS OF FACT

The Administrative Element of the Comprehensive Plan provides a framework by which proposed Amendments shall be evaluated. The following are the Planning, Development and Economic Growth Department's findings of fact per each evaluation criterion.

1. **Consistency of Proposed Change with the Goals, Objectives, and Policies.** The Planning, Development and Economic Growth Department (PDE) determined the proposed CPA to be consistent with the Comprehensive Plan as outlined in the Comprehensive Plan Consistency Analysis below.
2. **Additional Amendments Recommended.** No further amendments are necessary in conjunction with the proposed amendment. There is an accompanying rezoning petition to MPUD Master Planned Unit Development District processed concurrently with this amendment.
3. **Analysis of the Capital Costs, Service Requirements, and Benefits**. Pasco County shall collect and utilize impact fees pursuant to Chapter 1300 of the Land Development Code (LDC) and Chapter 11 of the Comprehensive Plan including but not limited to mobility, school, fire, library, parks and recreation, water, and sewer. Any increased capital costs and services resulting from the proposed amendment will be addressed through the payment of impact fees, increased ad valorem taxes, special assessments, or other revenue sources designed to recapture the costs of providing public facilities and services to new growth.

COMPREHENSIVE PLAN CONSISTENCY ANALYSIS

The following is a discussion of the Comprehensive Plan Policies that support the recommendation to approve the proposed amendment.

RES-6 (RESIDENTIAL-6 DU/GA)

The proposed amendment from COM and RES-9 to RES-6 is consistent with the Goals, Objectives, and Policies (GOPs) of the Pasco County Comprehensive Plan. The RES-6 designation promotes a balanced, and context-sensitive development pattern within the Urban Service Area. It aligns with the Plan's intent to focus growth where infrastructure is available while maintaining compatibility with surrounding established neighborhoods. The amendment from COM FLU to RES-6 FLU replaces an existing commercial designation that lacks adequate roadway frontage and visibility, with a residential use that better reflects market conditions and compatibility with adjacent land uses. By reducing allowable density and intensity, the proposed RES-6 category decreases potential demands on transportation and utility infrastructure and ensures efficient use of existing public facilities.

POLICY FLU 1.4.3: TRANSITIONAL LAND USES

Pasco County shall evaluate Comprehensive Plan amendments to ensure that transitional land uses are provided as a buffer between residential and nonresidential land use designations, between varying densities of residential land use designations, and in managing redevelopment of areas no longer appropriate as viable residential areas. Exhibit 2-2, Appropriate Transitional Land Uses, is to be used as a guideline in evaluating appropriate transitional uses.

Exhibit 2-2 depicts the proposed RES-6 FLU as a compatible transitional land use to the surrounding RES-9 and COM land uses, through additional sensitive site design established through the MPUD Master Planned Unit Development District Conditions of Approval (COAs).

POLICY FLU 1.8.7: ECONOMIC DEVELOPMENT

The proposed amendment to redesignate the property from COM and RES-9 to RES-6 is supported by Policy FLU 1.8.7, particularly to comply with the intent of this Policy regarding desirable development within the West Market Area. Even though commercial uses generate more in revenue than they consume in services, these residential uses are necessary to provide a consistent customer base in order to generate continuous revenue instead of increasing a likelihood of business failure or blight. There are several commercial vacancies in shopping centers and plazas near the intersection of Little Road and Ridge Road. Although residential uses generally consume more in services than they generate in revenue, the additional revenue that will be generated by the surrounding commercial development offset the impact of the proposed FLU change. The RES-6 FLU designation to allow for 74 single-family will provide additional support to the existing businesses adjacent to the subject site.

POLICY FLU 1.8.10: PRESERVATION OF CAPACITY FOR EMPLOYMENT-GENERATING USES

The amendment from COM and RES-9 FLUs to RES-6 is supported by Policy FLU 1.8.10 as the existing COM FLU does not guarantee high-paying employment-generating land uses. Although the COM FLU allows for certain employment-generating

opportunities, it can be 100% lower-paying retail land uses. The preservation of capacity for employment-generating lands contemplated by Policy FLU 1.8.10 is for IL (Industrial-Light), OF (Office), and EC (Employment Center) FLUs, where higher-paying office and light manufacturing employment is guaranteed.

Additionally, the subject property lacks the arterial frontage, visibility, and access needed to support high-paying employment uses, which the policy intends to preserve. By redesignating the property to RES-6, the amendment enables the site to support the existing commercial activity occurring along the Little Road corridor and ensures that employment-supportive commercial lands remain available in areas where it can function effectively.

POLICY FLU 8.1.1: WEST MARKET AREA ESTABLISHMENT

The proposed amendment from COM and RES-9 to RES-6 is consistent with Policy FLU 8.1.1 as it supports the West Market Area's emphasis on compatibility and cohesive development patterns. The West Market Area is largely built out, and this policy encourages infill that complements existing neighborhoods rather than introducing isolated or incompatible uses. Converting the site to RES-6 for 74 single-family detached homes aligns with surrounding residential uses, reinforces the area's established character, and represents a more compatible and context-sensitive use of land. This amendment ensures a logical extension of the existing neighborhood fabric and supports the policy's goal of promoting orderly, compatible development within the West Market Area.

PLANNING DISCUSSION

The following is a discussion of site-specific details related to the project.

1. Site Characteristics. The proposed CPA is located within the West Market Area, and within the Urban Service Area. There is approximately 0.86 acre of a Category 1 Wetland, and approximately 4.09 acres of a Category 3 Wetland on the parcel. The FEMA Flood Zone is "X" and "A". There are no archeological sites on the subject site.
2. Right-of-Way (ROW). The property is located on Ross Lane, a two-lane, 60-foot wide, County maintained, residential roadway. Ross Lane is a dead end road (on the east end). Access to Ross Lane is from Little Road, a County maintained arterial roadway. The 2045 Long Range Transportation Plan includes no improvements to Little Road north of Decubellis Road.
3. Trails. According to Pasco Mapper there is an existing sidewalk on the east side of Little Road. There are no sidewalks on Ross Lane. Through the MPUD COAs, the applicant is constructing a portion of the sidewalk along the north side of Ross Lane that is offsite for mobility fee credits and shall be responsible for payment of a proportional share for the intersection improvements at Little Road and Ross Lane. This intersection is budgeted on the Capital Improvement Program (CIP) for Fiscal Year (FY) 27 for construction. Design was budgeted for FY 25.

4. Transit/Bus Stops. There are bus stops at Little Road and King Helie Boulevard for bus routes 14 and 24 within proximity to the project. The 2045 Transit Plan does not contemplate future expansion of the service in the proximity of the area.

PRELIMINARY FEASIBILITY ANALYSIS

A preliminary feasibility analysis was conducted by the PDE. The following assessments are derived from the various County departments and other agencies.

1. Transportation Needs Assessment (TNA). On 07/09/2025, the PDE Transportation Planner provided the following comment: “Transportation Needs Assessment not required.”
2. Pasco County Utilities (PCU). On 6/05/2025, the Utilities Department provided the following statement:
   This property is within Pasco County Utilities Water, Wastewater and Reclaimed Water Service Areas, and based on the use intensity information provided by the applicant, the property has an estimated potable water demand of 74 ERUs:

   Potable Water: Development within this property will be required to connect to Pasco County Utilities Water system. There is currently potable water capacity to support the proposed development. The nearest watermain to the subject property is located at: Approximately 5 feet southeast of the subject property.

   Wastewater: Development within this property will be required to connect to Pasco County Utilities wastewater system. There is currently capacity at the Shady Hills WWTP to support the proposed development. The nearest sewer main to the subject property is at: Approximately 25 feet west from the northwest portion of the subject property.

   Reclaimed water: Development within this property will be required to connect to Pasco County Utilities reclaimed water system. There is currently reclaimed water capacity to support the proposed development. The nearest reclaimed main to the project is at: Approximately 0.76 miles northwest of the subject property at intersection of Galen Wilson Boulevard and Ridge Road.

   Comprehensive plan approval does not reserve water, wastewater, or reclaimed water capacity. Offsite main extensions and connection points for water, wastewater, and reclaimed water will be assessed during Engineering Review and Construction Plan permitting. Construction of offsite water, wastewater, and reclaimed facilities may be required. Offsite improvements must be constructed at the developer’s expense per Pasco County Code Chapter 110 – Utilities.

3. Stormwater Review. On 7/7/2025, the following comments were received: "The applicant shall contact the SWFWMD Engineering & Watershed Management Section for the latest floodplain study information available for design. At the time of the first site development permit, the applicant shall comply with applicable County floodplain management requirements. All pass through/flow through

drainage and the finalized 100-year floodplain shall have access and maintenance easement over it. This easement shall be to Pasco County, granting the county the right, but not the obligation, to access and maintain it."

4. Pasco Sheriff's Office (PSO). On 5/20/2025, the material was distributed and did not receive any comments from the Pasco County Sheriff's department.
5. Fire. On 6/10/25, Fire Services reviewed this proposal and issued "No comments."
6. Emergency Management. On 5/29/2025, material was distributed, and Emergency Management Department issued "No comments" for this proposal.
7. School District. On 6/18/2025, the School Capacity Statement was uploaded, with a status of "No Comments" on the proposal.
8. Parks and Recreation. On 07/07/2025, the Parks and Recreation department had no comments.
9. Natural Resources: On 05/27/2025, the Natural Resources department had the following comments: "The project is not located within an ecological corridor or ecological planning unit. Natural Resources will address the on-site wetlands at the time of zoning and/or site development submittal. A state-approved wetland boundary survey will be required. Natural Resources will address any potential listed species on site at the time of MPUD zoning and/or site development submittal. A preliminary wildlife survey will be required".
10. Metropolitan Planning Organization (MPO). On 06/18/2025 MPO did not have comments on this proposal.
11. Transportation Access. On 05/30/2025 Transportation Access provided the following comments: "No Comments. — Transportation Access only reviews T&P."
12. Active Transportation Review. On 06/30/2025, Active Transportation Review provided the following comments: "The subject site is adjacent to Ross Lane, a two-lane undivided residential street privately maintained. There is an existing sidewalk on the south side of Ross Lane that ends at the west boundary of the VA Clinic. The concept plan proposes a sidewalk on the north side of Ross Lane connecting to Little Road. In 2017, the Greenways, Trails, and Blueways Map (Map 5-1) was adopted into the Comprehensive Plan (REC 1.6.2), identifying Little Road as a conceptual trail corridor. There are currently no plans in CIP to build this trail. Bus routes in the area have recently changed. Bus Routes 14, 23, and 24 are accessible on this segment of Little Road. Each route has a one-hour headway. There is a northbound and a southbound stop near Little Road and Ross Lane. Both stops lack amenities."
13. The Office of Economic Growth (OEG). OEG, as part of PDE, supports the analysis used for the proposed land use change and does not have any concerns.

CASE HISTORY		
	Date	**Vote: Approve / Deny**
Local Planning Agency (LPA)	11/20/2025	Approve 5:0

Board of County Commissioners – Adoption	01/20/2026	Pending

APPENDIX	
FUTURE LAND USE	
COM (COMMERCIAL)	Chapter Two – Future Land Use Element Section FLU A-6
RES-6 (RESIDENTIAL-6 DU/GA)	
RES-9 (RESIDENTIAL-9 DU/GA)	
ZONING	
Term	Term
C-2 GENERAL COMMERCIAL DISTRICT	Section 526, Land Development Code
AC AGRICULTURAL DISTRICT	Section 503, Land Development Code
PO-1 PROFESSIONAL OFFICE DISTRICT	Section 523, Land Development Code
R2 LOW DENSITY RESIDENTIAL DISTRICT	Section 515, Land Development Code
AR-1 AGRICULTURAL RESIDENTIAL DISTRICT	Section 507, Land Development Code

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action. Pursuant to Section 125.66(3)(c)7. b., Florida Statutes the proposed amendment is exempt from the requirement to complete a Business Impact Estimate (BIE).

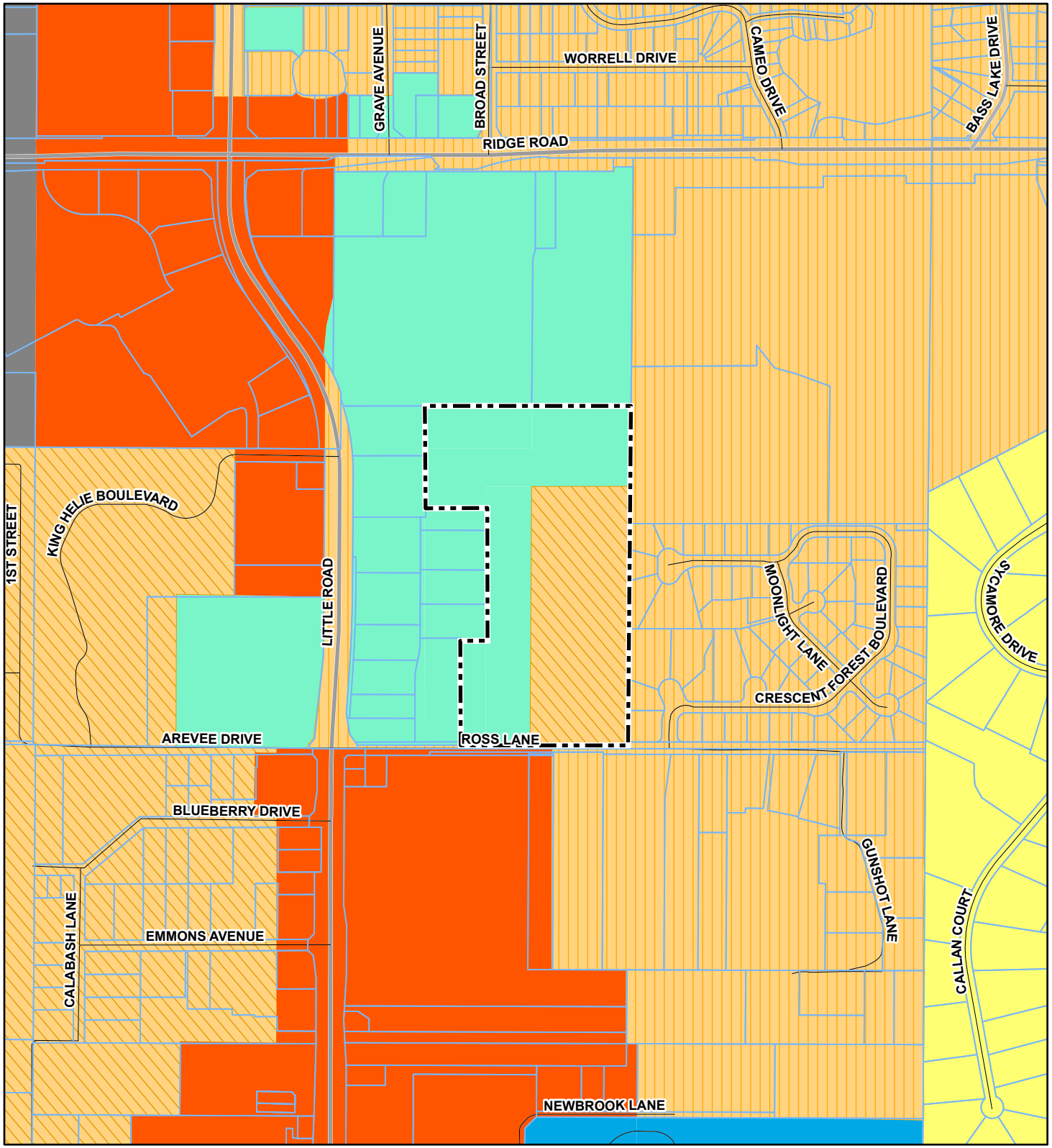
DISTRIBUTION:
1. Retain One (1) Original
2. File a copy of the Ordinance with the Florida Department of State by transmittal via electronic mail within ten (10) days after the adoption of the Ordinance to CountyOrdinances@dos.myflorida.com.
3. Send the Executed Ordinance to Municode via electronic mail after the adoption of the Ordinance to MunicodeOrds@civicplus.com.
4. Electronically to:
Jenny De Granda, Planner II (jdegranda@pascocountyfl.net)
Barbara Wilhite, (bwilhite@wilhitelaw.net)
Chris Dougherty, cdougherty@inspireplacemaking.com
Haiden Lewis, hlewis@inspireplacemaking.com
5. Mail One Original to: (if possible, use email notification instead of hard-copy

original)
Barbara Wilhite, (bwilhite@wilhitelaw.net)
6327 Grand Boulevard,
New Port Richey FL 34652

ATTACHMENT(S):

1. PDE26-0173 Maps
2. PDE26-0173 RES-6 FLU Designation
3. PDE26-0173 DRB Little and Ross School Impact Analysis
4. PDE26-0173 Proposed Ordinance
5. PDE26-0173 Public Notice
6. PDE26-0173 Affidavit of Public Notice

cc:SS/NP/DE/JD/PEG26-0173 DRB Little and Ross/BCC-A



CPAS25(11)

DRB LITTLE AND ROSS

26 25 16 0000 00400 0000

SUBJECT PROPERTY

FLU CODE

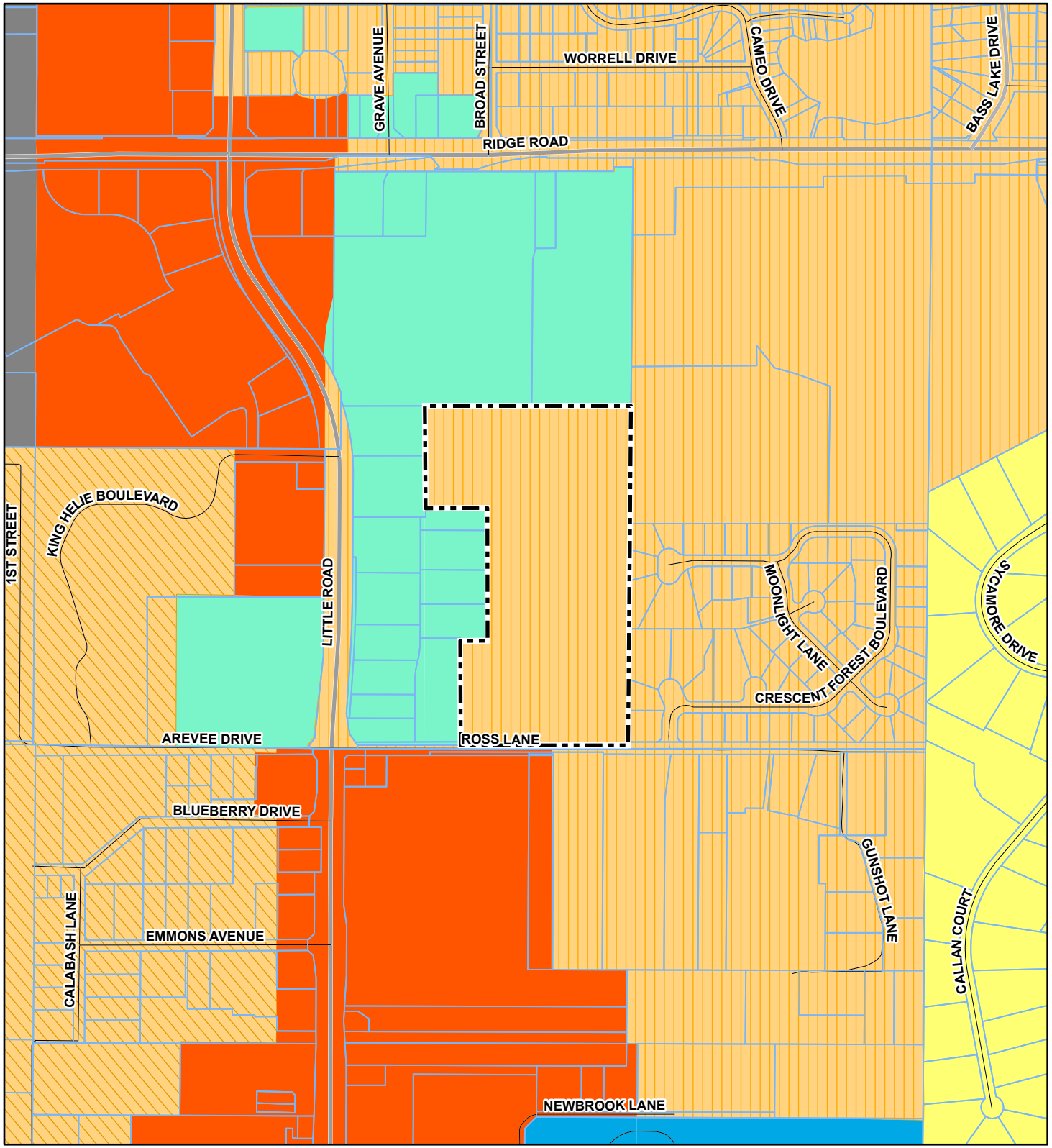
COM	RES-1	ROR
IL	RES-6	
P/SP	RES-9	

COMMISSION DISTRICT: 4

0 600 1,200
Feet

GISFlat02\FLU\CPAS25(11)
jhelmrich 7/14/2025





CPAS25(11)

DRB LITTLE AND ROSS

26 25 16 0000 00400 0000

PROPOSED FLU CODE

FLU CODE

COM	RES-1	ROR
IL	RES-6	
P/SP	RES-9	

COMMISSION DISTRICT: 4

0 600 1,200
Feet

GISFlat02\FLU\CPAS25(11)
jhelmrich 7/14/2025



THE COMPREHENSIVE PLAN OF UNINCORPORATED PASCO COUNTY FUTURE LAND USE 2025

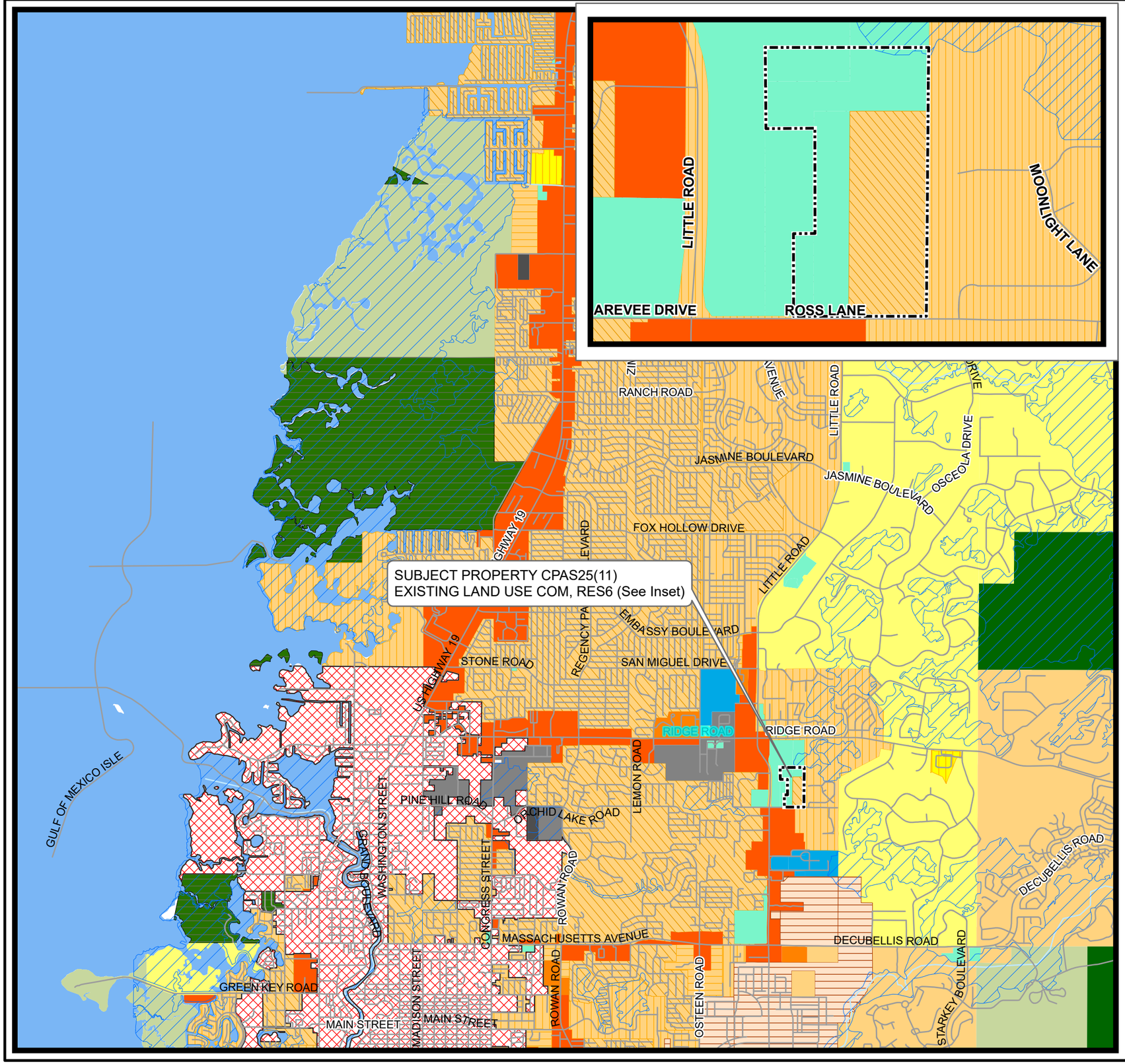
CPAS25(11) EXISTING LAND USE

T 2 5 S R 1 6 E

DATE ADOPTED: 06/15/1989

SHEET 10 OF 24

ORDINANCE # 89-13

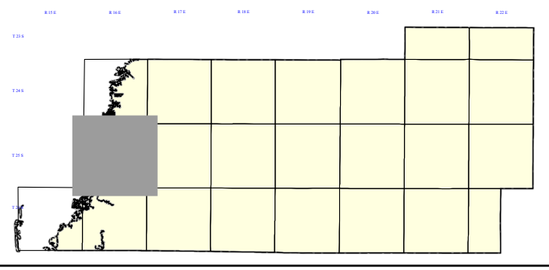


FUTURE LAND USE 2025 CLASSIFICATIONS

- AG — Agricultural
- AG/R — Agricultural / Rural
- AT — Major Attractors
- C/L — Coastal Land
- COM — Commercial
- CON — Conservation Land
- EC — Employment Center
- GH — Gateway Hub
- IH — Industrial - Heavy
- IL — Industrial - Light
- MU — Mixed Uses
- NPC — New Port Corners
- NT — New Town
- OFF — Office
- P/SP — Major Public / Semi - Public
- PD — Planned Development
- R/OS — Major Recreation / Open Space
- RES-1 — Residential
- RES-12 — Residential
- RES-24 — Residential
- RES-3 — Residential
- RES-6 — Residential
- RES-9 — Residential
- ROR — Retail / Office / Residential
- TC — Town Center
- VMU1 — Village Mixed Use - Type I
- VMU2A — Village Mixed Use - Type 2A
- VMU2B — Village Mixed Use - Type 2B

OVERLAYS

- CLASS I WETLANDS / LAKES
- CITY LIMITS
- FLEXIBLE PLAN BOUNDARY
- ROR OVERLAY
- PASADENA HILLS OVERLAY
- TRANSIT CENTER OVERLAY



N

0 0.5 1 2

Miles

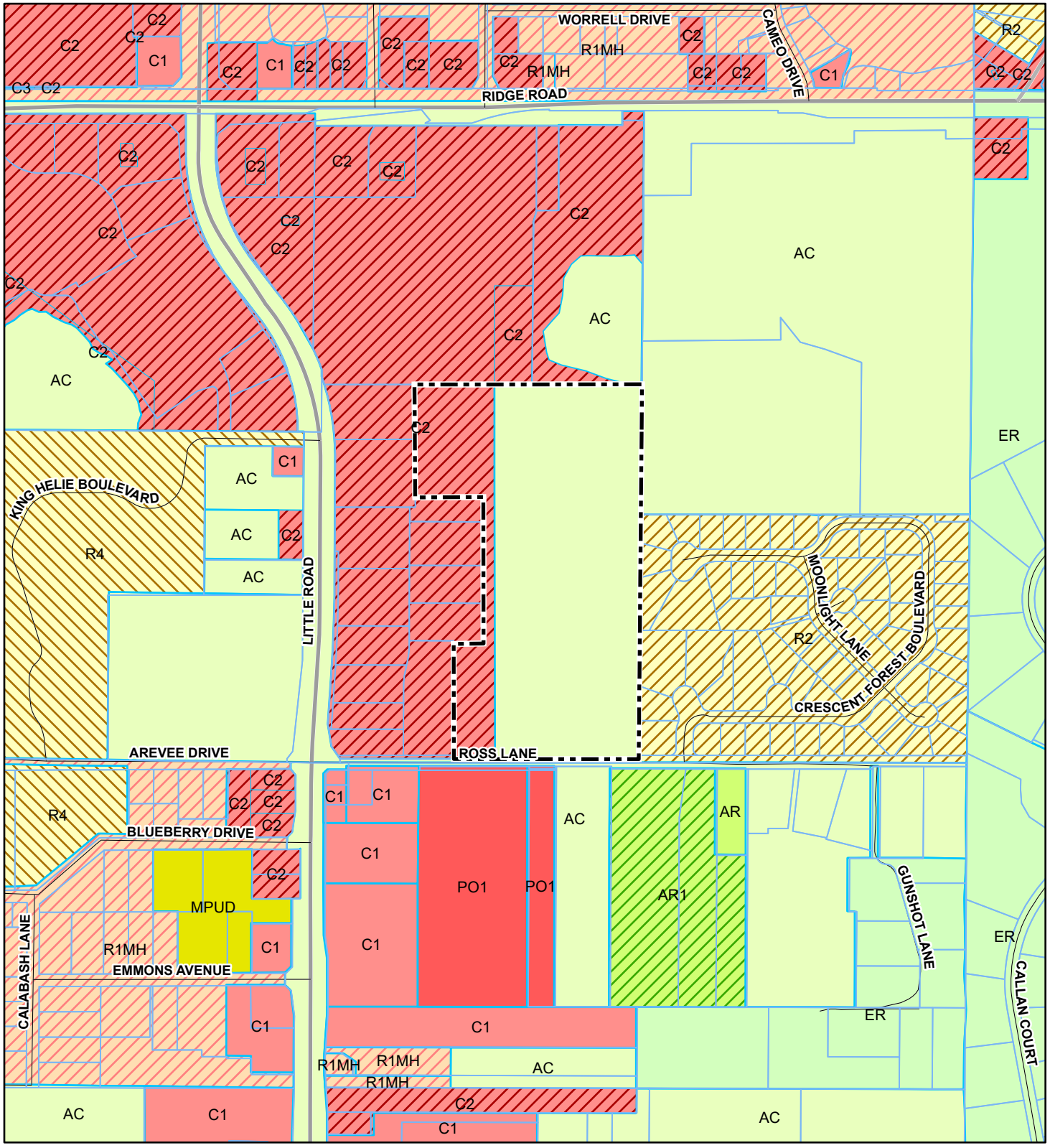
Pasco County, Florida

Geographic Information Systems (G.I.S.)

Information Technology

Modified By:	Date Saved:
jhelmrich	7/14/2025 10:43 AM

GISFlat02\FLU\CPAS25(04)



CPAS25(11)

DRB LITTLE AND ROSS

26 25 16 0000 00400 0000

SUBJECT PROPERTY

ZONE

AC	C2	R1MH
AR	ER	R2
AR1	MPUD	R4
C1	PO1	

COMMISSION DISTRICT: 4

0 600 1,200
Feet

GISFlat02\FLU\CPAS25(11)
jhelmrich 7/14/2025



RES-6 (RESIDENTIAL - 6 DU/GA)

Intent: To recognize those areas suited for single-and multiple-family residential development having a maximum density of six (6) dwelling units/developable residential acre.

Projects which were developed or rezoned prior to the original adoption of this Comprehensive Plan, June 15, 1989, may exceed the density limits of this classification provided, however, that the maximum gross density shall not exceed nine (9) dwelling units/ gross acre, and the project shall comply with all other applicable policies and standards of this Comprehensive Plan.

General Range of Potential Uses:

Single-family and multiple-family residential uses (duplexes, multiple-family units, condominiums, townhouses); agriculture and agriculturally related uses; recreation facilities; neighborhood-scale public and semipublic uses, such as central utility systems.

Density Restrictions - Dwelling Units/Developable Residential Acre: 6.00 Maximum

Maximum Nonresidential Intensity - Floor Area Ratio: 0.27

Within the Urban Service Area (USA) the Floor Area Ratio (FAR) shall not exceed 3.0.

Pasco County Schools
Dr. John Legg, Superintendent of Schools
7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

School Impact Analysis

Project Name	DRB Little and Ross (Revised)	14-Nov-25
Project Location	North of Ross Lane, 1,000 feet East of the Intersection of Little Road and Ross Lane	
Parcel ID Numbers	26-25-16-0000-00400-0000 and 26-25-16-0010-03700-0000 (36.14 acres)	
Property Owner/Developer	Citrico Alliance LLC/DRB Group	
Applicant	Barbara Wilhite	

This development will be subject to school impact fees and a school concurrency review. Any project that exceeds the adopted Level of Service will be required to mitigate the impacts that are created by the development.

Proposed Entitlements

Student Impacts		Student Generation Rates			Students Generated			
Housing Unit Type	# Units	Elementary School	Middle School	High School	Elementary School	Middle School	High School	Totals
Single Family	74	0.184	0.079	0.122	14	6	10	30
Multi-Family	0	0.093	0.04	0.05	0	0	0	0
Mobile Home	0	0.094	0.04	0.04	0	0	0	0
Totals	74				14	6	10	30

School Impacts*	School	2025-26 Current	Percent of	Enrollment with Proposed	Percent of Capacity with
School	Capacity	Enrollment	Capacity	Development	Proposed Development
Cypress Elementary	724	470	65%	484	67%
River Ridge Middle	1,144	1,029	90%	1,035	90%
River Ridge High	1,878	1,751	93%	1,761	94%

*School attendance boundaries are subject to change and could affect schools listed above.

THE BOARD OF COUNTY COMMISSIONERS **ORDINANCE NO. _____**

AN ORDINANCE AMENDING THE PASCO COUNTY COMPREHENSIVE PLAN; PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAPS (2-15 AND SHEET 10) CHANGING FROM COM (COMMERCIAL) AND RES-9 (RESIDENTIAL-9 DU/GA) TO RES-6 (RESIDENTIAL-6 DU/GA) ON APPROXIMATELY 26.2 ACRES OF REAL PROPERTY LOCATED APPROXIMATELY 600 FEET EAST OF THE INTERSECTION OF LITTLE ROAD AND ROSS LANE; PROVIDING FOR ADDITIONAL TEXT AMENDMENTS AS NECESSARY FOR INTERNAL CONSISTENCY; PROVIDING FOR A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapters 125 and 163, Florida Statutes, authorize and require the Board of County Commissioners of Pasco County to prepare and enforce a Comprehensive Plan for the development of the County; and

WHEREAS, the Board of County Commissioners adopted a Comprehensive Plan on June 15, 1989, which has been subsequently amended; and

WHEREAS, the Board of County Commissioners has determined that the proposed Amendment meets the criteria for a Comprehensive Plan Amendment pursuant to Section 163.3187, Florida Statutes; and

WHEREAS, the Board of County Commissioners has considered the staff report including data and analysis and has determined that the proposed Amendment is consistent with Part II, Chapter 163, Florida Statutes, and the Pasco County Comprehensive Plan; and

WHEREAS, all map amendments exclude applicable Transportation Corridor Preservation width as established in Table 7-2, as may be amended from time to time, of the Pasco County Comprehensive Plan; and

WHEREAS, the Local Planning Agency, on November 20, 2025, held a public hearing, with a quorum attending and voting, on the proposed Amendment to the Comprehensive Plan with due public notice provided, pursuant to Section 125.66(2), Florida Statutes, and recommended approval to the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners, on January 20, 2026, held an adoption public hearing, with a quorum attending and voting, on the proposed Amendment to the Comprehensive Plan with due public notice provided, pursuant to Section 163.3184, Florida Statutes, and considered all comments received during the public hearing.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Pasco County, Florida, as follows:

SECTION 1. FUTURE LAND USE ELEMENT MAP AMENDMENT.

The Official 2025 Future Land Use Comprehensive Plan Map 2-15 and Map Sheet No. 10 is hereby amended to change the Future Land Use classification from COM (COMMERCIAL) and RES-9 (RESIDENTIAL-9 DU/GA) to RES-6 (RESIDENTIAL-6 DU/GA) on approximately 26.2 acres of real property, attached hereto as Exhibit A, and made a part hereof.

SECTION 2. REPEALER.

All provisions of the Pasco County Comprehensive Plan adopted pursuant to Ordinance No. 89-13, as amended, in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY.

Each provision of this Ordinance and all Exhibits hereto is material to the Board of County Commissioners' adoption of this Ordinance. Accordingly, these provisions are not severable. In the event any section, subsection, sentence, clause, or provision of this Ordinance and/or any Exhibits hereto is declared illegal or invalid by a body with jurisdiction to make such determination, the remainder of this Ordinance and all Exhibits hereto shall be suspended until such time that the Board of County Commissioners modifies this Ordinance and/or Exhibits hereto to address the illegal or invalid provision of this Ordinance, and the remainder of this Ordinance after the exclusion of such part or parts shall be deemed to be valid.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall be transmitted to the Department of State by the Clerk to the Board by electronic mail within ten (10) days of the adoption of this Ordinance, and this Ordinance shall take effect upon confirmation by the Department of State of its receipt. The effective date of this Plan Amendment, if the Amendment is not timely challenged, shall be (thirty-one) 31 days after adoption. If timely challenged, this Amendment shall become effective on the date the state land planning agency, or the Administration Commission enters a final order determining the Amendment to be in compliance. No development orders, development permits, or land uses dependent on this Amendment may be effective or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this Amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

SECTION 5. LEGISLATIVE FINDINGS OF FACT

The foregoing Whereas clauses, incorporated herein, are true and correct.

ADOPTED by the Board of County Commissioners of Pasco County, Florida, in a session with a quorum present and voting this 20th day of January, 2026.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Jack Mariano, CHAIRMAN

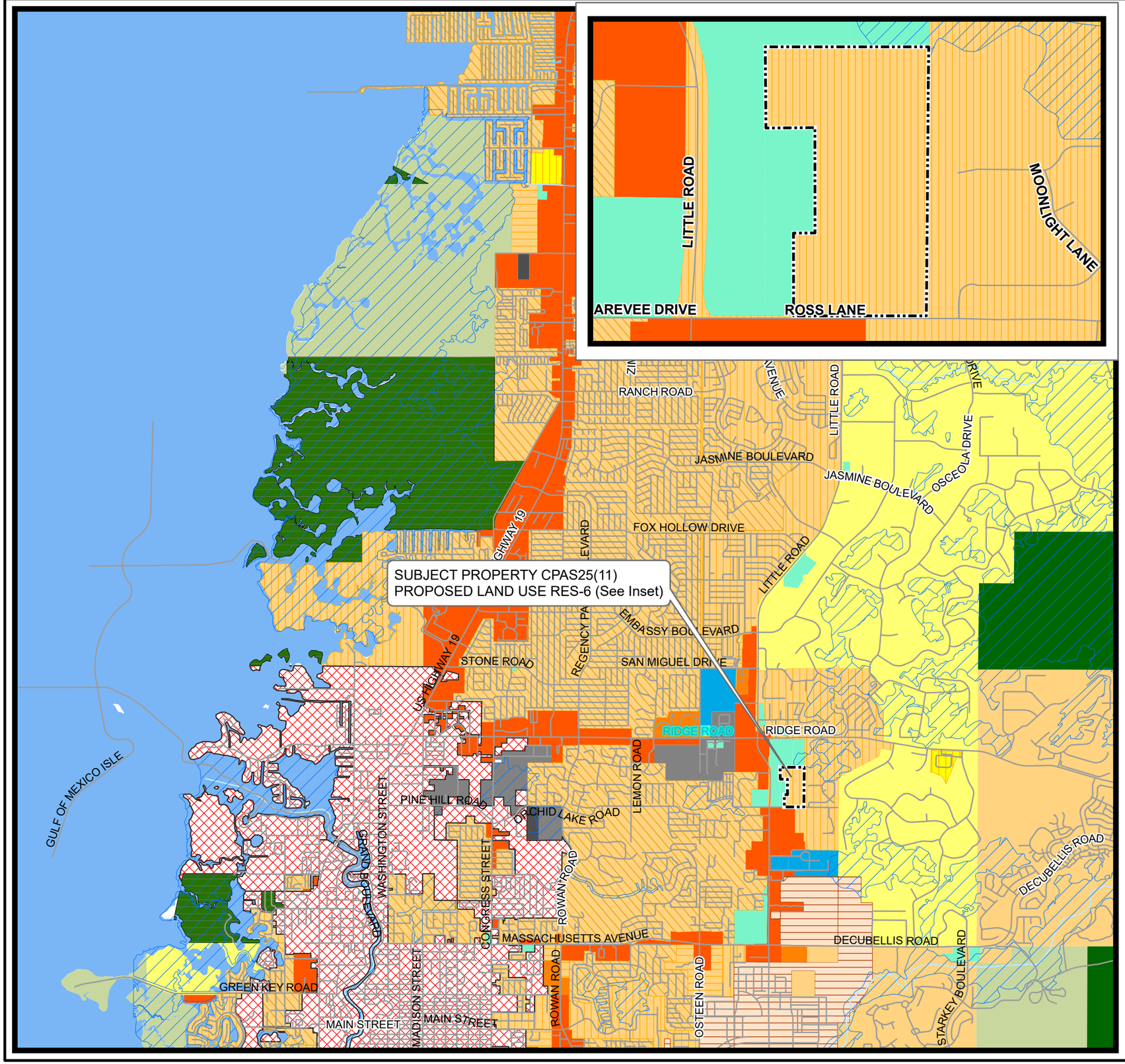
Exhibit A
[This page intended to be blank]

THE COMPREHENSIVE PLAN OF UNINCORPORATED PASCO COUNTY FUTURE LAND USE 2025

CPAS25(11) PROPOSED LAND USE

T 2 5 S R 1 6 E

DATE ADOPTED: 06/15/1989 — **SHEET 10 OF 24** — ORDINANCE # 89-13

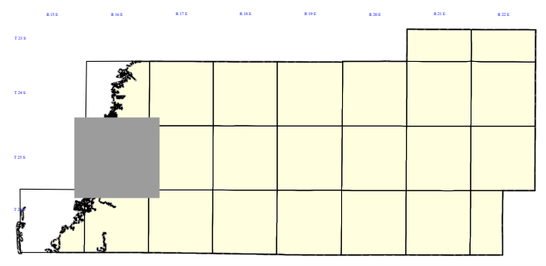


FUTURE LAND USE 2025 CLASSIFICATIONS

- AG — Agricultural
- AG/R — Agricultural / Rural
- AT — Major Attractors
- C/L — Coastal Land
- COM — Commercial
- CON — Conservation Land
- EC — Employment Center
- GH — Gateway Hub
- IH — Industrial - Heavy
- IL — Industrial - Light
- MU — Mixed Uses
- NPC — New Port Corners
- NT — New Town
- OFF — Office
- P/SP — Major Public / Semi - Public
- PD — Planned Development
- R/OS — Major Recreation / Open Space
- RES-1 — Residential
- RES-12 — Residential
- RES-24 — Residential
- RES-3 — Residential
- RES-6 — Residential
- RES-9 — Residential
- ROR — Retail / Office / Residential
- TC — Town Center
- VMU1 — Village Mixed Use - Type I
- VMU2A — Village Mixed Use - Type 2A
- VMU2B — Village Mixed Use - Type 2B

OVERLAYS

- CLASS I WETLANDS / LAKES
- CITY LIMITS
- FLEXIBLE PLAN BOUNDARY
- ROR OVERLAY
- PASADENA HILLS OVERLAY
- TRANSIT CENTER OVERLAY



N

0 0.5 1 2
Miles

Pasco County, Florida
Geographic Information Systems
(G.I.S.)
Information Technology

Modified By:	Date Saved:
jhelmrich	7/14/2025 10:43 AM

GISFlat02\FLU\CPAS25(04)

63378

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE26-007 was published in said newspaper by print in the issues of 11/05/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____

Sworn to and subscribed before me this **11/05/2025**

Signature of Notary of Public

Personally known **X** or produced identification.

Type of identification produced _____

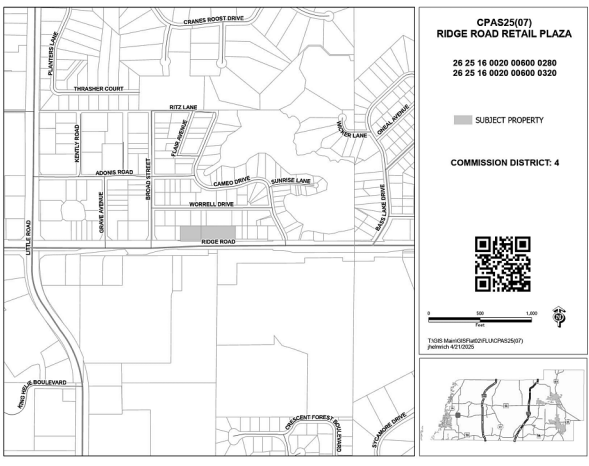
Notary Public State of Florida
Jean M Mitotes
My Commission HH 577686
Expires 7/31/2028

NOTICE OF AMENDMENT TO COMPREHENSIVE PLAN FOR PASCO COUNTY

The Pasco County Board of County Commissioners proposes to adopt the following:

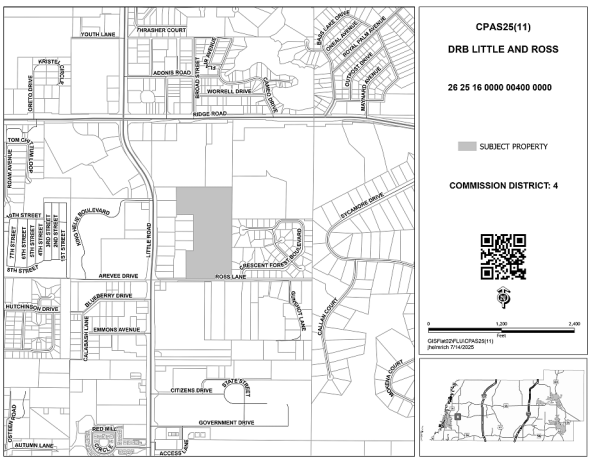
1. **AN ORDINANCE AMENDING THE PASCO COUNTY COMPREHENSIVE PLAN; PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP (MAP 2-15 AND SHEET 10) FROM RES-6 (RESIDENTIAL 6 – DU/GA) TO COM (COMMERCIAL) ON APPROXIMATELY 1.72 ACRES OF REAL PROPERTY LOCATED ON THE NORTH SIDE OF RIDGE ROAD APPROXIMATELY 180 FEET EAST OF THE INTERSECTION OF BROAD STREET AND RIDGE ROAD; AND PROVIDING FOR ADDITIONAL TEXT AMENDMENTS AS NECESSARY FOR INTERNAL CONSISTENCY; PROVIDING FOR A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.**

[CPAS25(07) Ridge Road Retail Plaza]



2. **AN ORDINANCE AMENDING THE PASCO COUNTY COMPREHENSIVE PLAN; PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAPS (2-15 AND SHEET 10) CHANGING FROM COM (COMMERCIAL) AND RES-9 (RESIDENTIAL-9 DU/GA) TO RES-6 (RESIDENTIAL-6 DU/GA) ON APPROXIMATELY 26.2 ACRES OF REAL PROPERTY LOCATED APPROXIMATELY 600 FEET EAST OF THE INTERSECTION OF LITTLE ROAD AND ROSS LANE; PROVIDING FOR ADDITIONAL TEXT AMENDMENTS AS NECESSARY FOR INTERNAL CONSISTENCY; PROVIDING FOR A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.**

[CPAS25(11) DRB Little and Ross]



On Thursday, November 20, 2025, at 1:30 p.m., the Pasco County Planning Commission, convened as the Local Planning Agency will hold a public hearing at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida to consider the consistency of the proposed amendment with the adopted Comprehensive Plan.

On Tuesday, January 20, 2026, at 1:30 p.m., the Pasco County Board of County Commissioners will hold an adoption public hearing at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida.

Information concerning this matter will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (727) 847-2411 ext. 4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY LOCAL PLANNING AGENCY
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE26-007

AFFIDAVIT ATTESTING TO PUBLIC NOTICING

STATE OF FLORIDA
COUNTY OF PASCO

Barbara L. Wilhite, that I am, we are, the owner(s) and record title holder(s) or the authorized representative for same of the following described property:

Parcel Identification Numbers (List All): 26 25 16 0000 00400 0000 and 26 25 16 0010 03700 0000

That this property constitutes the property for which a variance(s) and or development approval is requested according to Project Name and Project Number and Variance(s) is listed below:

Project Name: DRB Little and Ross CPA/RZ

Project Number: CPAS25-11 and RZ-7893

That attached is the following:

X Certificate of Mailing for which public hearing notices were mailed on 11/06/2025

X Photos showing the placement of the public hearing sign posted on the property on 11/04/2025

Barbara L. Wilhite, Agent of Record

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11 day of November 2025, by Barbara L. Wilhite. She is personally known to me or has produced _____ as identification.

JOCELYN TAYLOR
Notary Public
State of Florida
Comm# HH706454
Expires 8/4/2029

Notary Public
Jocelyn Taylor

My Commission Expires:

BARBARA L. WILHITE, P.A.
ATTORNEY AT LAW
6327 Grand Boulevard
New Port Richey, FL 34652

Barbara L. Wilhite, P.A.
Barbara @wilhitelaw.net

TELEPHONE: (727)-942-0733
FAX: (727) 944-3711

November 06, 2025

RE: DRB Little and Ross MPUD / CPAS (RZ-7893 / CPAS25-11)
Parcel I.D. No(s): 26 25 16 0000 00400 0000 and 26 25 16 0010 03700 0000

Dear Property Owner:

This letter is to notify you that a Rezoning Application (RZ-7893) has been filed in the name of the property owner, Citrico Alliance LLC (DRB Little and Ross MPUD / CPAS), to rezone the Property from the C-2 (General Commercial) and A-C (Agricultural) zoning districts to the Master Planned Unit Development zoning district (MPUD) to allow for the development of a maximum of 74 single family homes. A companion Small Scale Comprehensive Plan Amendment Application (CPAS25-11) has also been filed to amend the Future Land Use Designation from COM (Commercial) and RES-9 (RESIDENTIAL- 9 units/developable acre) to RES-6 (RESIDENTIAL – 6 units/developable acre).

The Property is generally located on Ross Lane, east of Little Road, and contains 26.2 acres m.o.l.

The public hearings for the consideration of these applications will be held as follows:

Planning Commission RZ-7893 CPAS25-11	**11/20/2025**	**West Pasco Government Center 8731 Citizens Drive New Port Richey, FL 34654**	**1:30 p.m.**
Board of County Commissioners RZ-7893 CPAS25-11	**01/20/2026**	**West Pasco Government Center 8731 Citizens Drive New Port Richey, FL 34654**	**1:30 p.m.**

The application and all supporting documentation on file regarding the applications can be viewed by contacting:

Rezoning (RZ-7893)

Kurt Siverson, Planner I, Planning, Development, and Economic Growth Department, 8731 Citizens Drive, Suite 200, New Port Richey, FL 34644; 727-380-2689; ksiverson@pascocountyfl.net.

Comprehensive Plan Amendment (CPAS25-11)

Jenny De Granda, Planner II, Planning, Development, and Economic Growth Department, 8731 Citizens Drive, Suite 200, New Port Richey, FL 34644; 727-380-3509; jdegranda@mypascocountyfl.net.

If you are in opposition to the above-stated application, you will need competent, substantial evidence presented to support your opposition. Any person desiring to appeal any decision made by the Board of County Commissioners with respect to any matter considered at any meeting or hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based.

On occasion, applications may be continued. It is your responsibility to contact this office or the above-contact at the County to confirm the above-scheduled public hearing dates.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact either the Pasco County Customer Service Center, 8731 Citizens Drive, New Port Richey, FL 34654, (727) 847-2411 (V) or the Pasco County Risk Management Office, 7536 State Street, New Port Richey, FL 34654, (727) 847-8028 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

Very truly yours,



Barbara L. Wilhite

DRB - Little & Ross

55 Total

Parcel	Name	Name 2	Address	Address 2	City
26-25-16-0000-00100-0011	ATLANTIC EMERALD IRREV TRUST	LAW JEANNIE BENSOM TRUST	8902 N DALE MABRY HWY	STE 200	TAMPA, FL 33614-1596
26-25-16-0020-00600-0400	BALOGH FRANK L JR &	BALOGH MICHAELLE L REV LI\	8751 RIDGE RD		NEW PORT RICHEY, FL 34654-4959
26-25-16-0020-00600-0410	BLUE RIBBON AUTOMOTIVE INC		8805 RIDGE RD		NEW PORT RICHEY, FL 34654-4938
26-25-16-0100-00000-0080	CEMO FAMILY PROPERTIES LLC		1750 PRAIRIE CITY ROAD	STE 130 PMB 275	FOLSOM, CA 95630
35-25-16-0030-00500-0000	CHESTER CORY C & SORSBY JESSICA R		8700 ROSS LN		NEW PORT RICHEY, FL 34654
26-25-16-0080-00000-0300	CHUCKAS JAMES P & JANICE		8821 WHISPERING OAKS TRL		NEW PORT RICHEY, FL 34654-5427
26-25-16-0080-00000-0060	CISSELL DANIEL & MARIA		8735 CRESCENT FOREST BLVD		NEW PORT RICHEY, FL 34654-5431
26-25-16-0000-00400-0000	CITRICO ALLIANCE LLC		27530 NW 193RD AVE		HIGH SPRINGS, FL 32643
26-25-16-0010-03600-0000	COULTER WAYNE R REV LIV TRUST	COULTER WAYNE R TRUSTEE	C/O DELZER COULTER & BELL F	7920 US HIGHWAY 19 STE A	PORT RICHEY, FL 34668-6605
26-25-16-0080-00000-00C0	CRESCENT FOREST HOMEOWNERS	ASSOCIATION INC	PO BOX 1469		PORT RICHEY, FL 34673-1469
26-25-16-0080-00000-0070	ELLIS MARK & LEIGHANNE		8741 CRESCENT FOREST BLVD		NEW PORT RICHEY, FL 34654-5431
26-25-16-0020-00700-0110	EMANUEL ROBERT		10804 HAZEL AVE		HUDSON, FL 34669
26-25-16-0020-00600-0100	FLETCHER HELENA VANCE LIVING TRU	FLETCHER HELENA VANCE TR	8725 WORRELL DR		NEW PORT RICHEY, FL 34654
26-25-16-0020-00700-0201	FLETCHER HELENA VANCE LIVING TRUST		8719 WORRELL DRIVE		NEW PORT RICHEY, FL 34654-4915
26-25-16-0020-00600-0180	FRANK F JR & MICHAELLE L BALOUGH I	BALOGH FRANK TRUSTEE	9500 OSCEOLA DR		NEW PORT RICHEY, FL 34654
26-25-16-0080-00000-0280	FULTON CORY G & FELICIA L		8801 WHISPERING OAKS TRL		NEW PORT RICHEY, FL 34654-5427
26-25-16-0020-00600-0190	GARRITY DAVID A		8537 CAMEO DR		NEW PORT RICHEY, FL 34654
35-25-16-0030-00200-0040	GORDON GARY L & SANDRA F		8844 ROSS LN		NEW PORT RICHEY, FL 34654-5422
26-25-16-0000-00200-0000	HARBOR BEHAVIORAL HEALTH CARE	INSTITUTE INC THE	PO BOX 428		NEW PORT RICHEY, FL 34656-0428
26-25-16-0080-00000-0080	HARRISON DENNIS B & DIANE E		8823 CRESCENT FOREST BLVD		NEW PORT RICHEY, FL 34654-5418
26-25-16-0030-00600-0170	HSI ASSET SECURTIZATION CORPORA1	DEUTSCHE ABNK NATIONAL T	1661 WORTHINGTON RD	SUITE 100	WEST PALM BEACH, FL 33409
26-25-16-0020-00600-0230	J EDWARDS INC		C/O WDI TAMPA INC	1311 N CHURCH AVE	TAMPA, FL 33607-2484
26-25-16-0120-00000-0060	JPG NEW PORT LLC & CONOVER TOWN	CENTER LLLP	270 W NEW ENGLAND AVE		WINTER PARK, FL 32789
26-25-16-0020-00600-0320	KNJN REAL ESTATE LLC		7507 YARDLEY WAY		TAMPA, FL 33647
35-25-16-0030-00300-0010	LALLANILLA JOSEPH KEVIN &	MARIA	8806 ROSS LN		NEW PORT RICHEY, FL 34654-5422
35-25-16-0030-00300-0000	LALLANILLA PAUL & JULIE		8750 ROSS LN		NEW PORT RICHEY, FL 34654-5422
26-25-16-0080-00000-0640	LESTER MICHAEL A JR & KATHERINE B		8800 CRESCENT FOREST BLVD		NEW PORT RICHEY, FL 34654-5417
26-25-16-0010-03800-0010	LOWE'S HOME CENTERS INC		ATTN: TAX DEPT 1ETA #724	1000 LOWES BLVD	MOORESVILLE, NC 28117-8520
26-25-16-0020-00700-0230	MALLOZZI LINDA E		803 SALEM ROAD		UNION , NJ 07083
26-25-16-0020-00700-0120	MARZONI EDWARD & MARZONI HOLLY		1689 S LOOKOUT PT		HOMOSASSA, FL 34448-1432
26-25-16-0080-00000-0190	MOORE JACK EDWARD JR &	NGUYEN NGA THY	8822 WHISPERING OAKS TRL		NEW PORT RICHEY, FL 34654-5426
26-25-16-0080-00000-0020	MORGAN MARVIN LEE JR & LINDA ANN		8711 CRESCENT FOREST BLVD		NEW PORT RICHEY, FL 34654
26-25-16-0080-00000-0260	MURDOCK SHERRY L		8739 WHISPERING OAKS TRL		NEW PORT RICHEY, FL 34654-5427
26-25-16-0080-00000-0250	OATES JASON		8733 WHISPERING OAKS TRL		NEW PORT RICHEY, FL 34654-5427
26-25-16-0010-04000-0000	OM ESTATE OF FLORIDA LLC		271 ASHLEY PL		PARAMUS, NJ 07652-5401
26-25-16-0000-49900-0000	PASCO COUNTY	FACILITIES MANAGEMENT DEF	7220 OSTEEN RD		NEW PORT RICHEY, FL 34653-2359
26-25-16-0080-00000-0630	PERSONS GREGG T & SANDRA D REVOCABLE JOINT TRUST		8806 CRESCENT FOREST BLVD		NEW PORT RICHEY, FL 34654-5417
26-25-16-0020-00700-0150	POYNTER WALTER L & RUBY		8647 WORRELL DR		NEW PORT RICHEY, FL 34654-4957
26-25-16-0030-00600-0130	REALTY INCOME U S CORE PLUS 3 LP		11995 EL CAMINO REAL		SAN DIEGO, CA 92130
26-25-16-0080-00000-0290	RIFINO NANCY		8811 WHISPERING OAKS TRL		NEW PORT RICHEY, FL 34654-5427
26-25-16-0080-00000-0240	RIVERO ELOY & SANDRA		8738 WHISPERING OAKS TRL		NEW PORT RICHEY, FL 34654-5426
26-25-16-0080-00000-0210	RUMER GLENN A & EUGENIA		8804 WHISPERING OAKS TRL		NEW PORT RICHEY, FL 34654
35-25-16-0030-00500-0021	SASD NEW PORT RICHEY PARTNERS LLC		1094 CUDAHY PLACE	SUITE 318	SAN DIEGO, CA 92110
26-25-16-0020-00600-0430	SCHIFFER GEORGE T		18100 BOONESFARM DR		SPRING HILL, FL 34610-8100
26-25-16-0080-00000-0620	SCHLYER RACHEL		8812 CRESCENT FOREST BLVD		NEW PORT RICHEY, FL 34654-5417
26-25-16-0080-00000-0200	ST JOHN GREGA D		8814 WHISPERING OAKS TRL		NEW PORT RICHEY, FL 34654-5426
26-25-16-0020-00600-0270	STEINMETZ JONAL SCOTT		8645 RIDGE RD		NEW PORT RICHEY, FL 34654
26-25-16-0080-00000-0270	STEWART RAY J JR &	TAMMY MARIE	8745 WHISPERING OAKS TRL		NEW PORT RICHEY, FL 34654-5427
26-25-16-0010-03600-0010	SUOJANEN ERIK & COLLEEN A		8980 CRESCENT FOREST BLVD		NEW PORT RICHEY, FL 34654-5419
26-25-16-0080-00000-0220	TANSKI ARIENE A TRUST	TANSKI TRENTON E TRUSTEE	8750 WHISPERING OAKS TRL		NEW PORT RICHEY, FL 34654-5426
26-25-16-0010-03700-0000	TLV RE SS II NEW PORT RICHEY OWNER	LLC	1600 E 8TH AVE STE A132-A		TAMPA, FL 33605
26-25-16-0080-00000-0010	TUCKER KATHERINE A & WIERSMA P G &	NOREM A K	8705 CRESCENT FOREST BLVD		NEW PORT RICHEY, FL 34654-5431
35-25-16-0030-00500-0010	VOGEL WILLIAM T &	ELIZABETH LALLANILLA	8720 ROSS LN		NEW PORT RICHEY, FL 34654-5422
26-25-16-0000-00400-0010	WENDY'S PROPERTIES LLC		ATTN: RESTAURANT ACCTG 51-	1 DAVE THOMAS BLVD	DUBLIN, OH 43017-5452
26-25-16-0080-00000-0040	ZARAGOZA ROBERTO &	HERNANDEZ SHIRLEY M	2116 TELOGIA CT		HOLIDAY, FL 34690-4359

Page 1415 of 2048

U.S. POSTAGE PAID
NEW PORT RICHEY, FL
34653
NOV 06 25
AMOUNT
$34.30
S2324N500729-3

0000

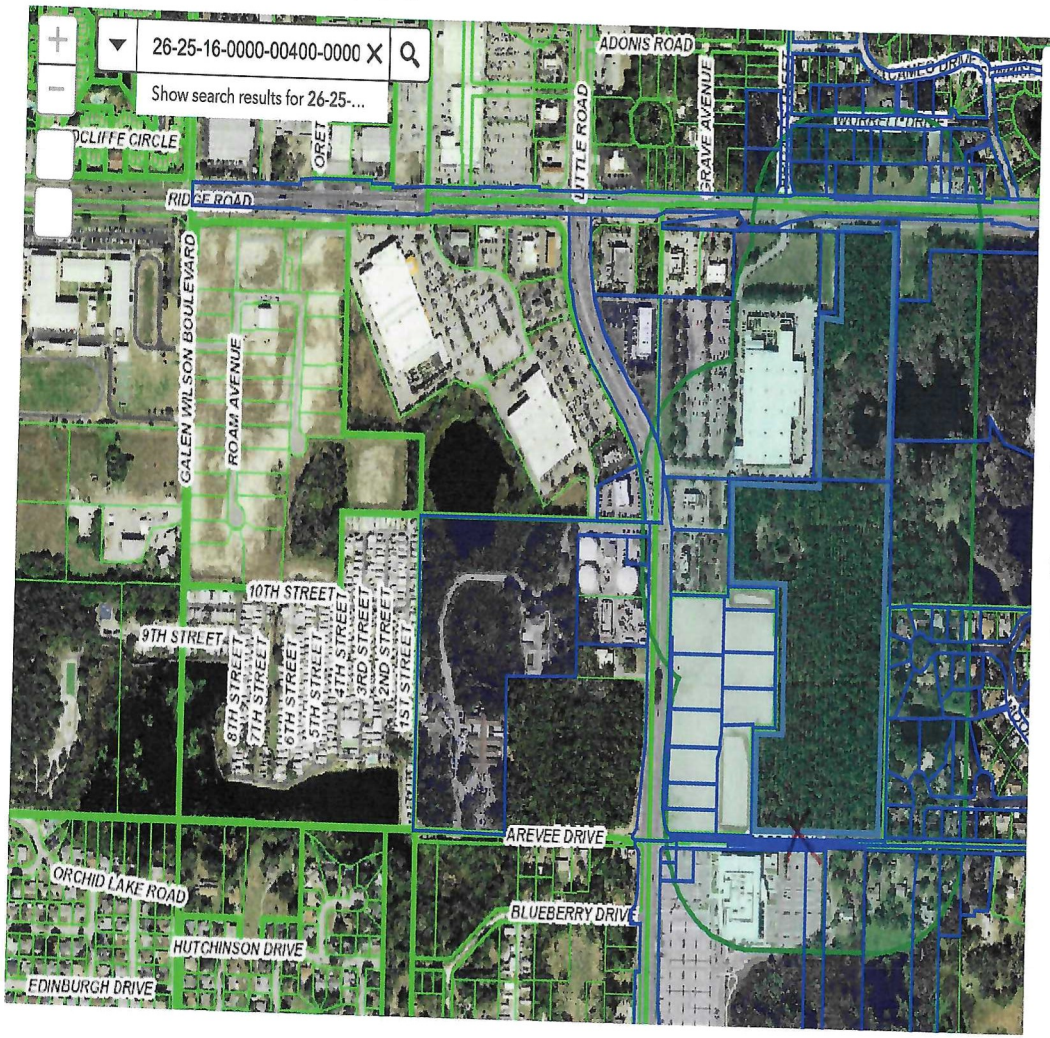
U.S. POSTAGE PAID
NEW PORT RICHEY, FL
34653
NOV 06 25
AMOUNT
$4.20
S2324N500729-3

0000

USPS
NEW PORT RICHEY, FL 34653
NOV - 6 2025

J S O A 55

Mike Wells Pasco County Property Appraiser



Public Notification

Select or search for a feature in the map

Apply a search distance

500 Feet

Addressee Layer

Address

Format

Comma-separated values (CSV)

101 addressees found; do you want to continue?

Review Download

0 300 600ft

28.278 -82.666 Degrees

https://maps.pascopa.com/?find=26-25-16-0000-00400-0000


PUBLIC HEARINGS
PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
App. No. CPAS25-11
COMPREHENSIVE PLAN AMENDMENT
FROM: COMMERCIAL AND OTHER
TO: RESIDENTIAL-6 DU/GA
Local Planning Agency
11/20/25 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Board of County Commissioners
01/20/26 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
PlanPasco@MyPasco.net / 727-847-8140
Hearing/Voice Impaired Call 711
co.net/MeetingAgendas


PUBLIC HEARINGS
PASCO
COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
App. No. RZ-7893
Project Type: REZONING
Rezoning from C-2 and A-C to MPUD (Master Planned Unit Development) to allow for 74 single family detached homes.
Planning Commission
11/20/25 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Board of County Commissioners
01/20/26 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Planning@MyPasco.net / 727-847-8140
Hearing/Voice Impaired Call 711
MyPasco.net/MeetingAgendas


PUBLIC HEARINGS
PASCO COUNTY FLORIDA
App. No. CPAS25-11
COMPREHENSIVE PLAN AMENDMENT
FROM: COMMERCIAL AND OTHER
TO: RESIDENTIAL-6 DU/GA
Local Planning Agency
11/20/25 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Board of County Commissioners
01/20/26 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
PlanPasco@MyPasco.net / 727-847-8140
Hearing/Voice Impaired Call 711
MyPasco.net/MeetingAgendas
PUBLIC HEARINGS
PASCO COUNTY FLORIDA
App. No. RZ-7893
Project Type: REZONING
Rezoning from C-2 and A-C to MPUD (Master Planned Unit Development) to allow for 74 single family detached homes.
Planning Commission
11/20/25 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Board of County Commissioners
01/20/26 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Planning@MyPasco.net / 727-847-8140
Hearing/Voice Impaired Call 711
MyPasco.net/MeetingAgendas

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 3 **FILE NO.:** PDE26-0185 **DATE:** 1/20/2026

SUBJECT: An Ordinance Amending The Pasco County Comprehensive Plan; Providing For A Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 19) From COM (Commercial) To PD (Planned Development) On Approximately 15.36 Acres Of Real Property Located On The North Side Of SR 54 Approximately .3 Miles Southeast Of The Intersection Of SR 54 And Starkey Blvd; And A Text Amendment Creating Subarea Policy FLU 7.1.80 – Blackwell Mixed-Use PD; And A Map Amendment To The Future Land Use Map 2-9 Adding Subarea Map 2-9(80) Blackwell Mixed-Use PD; And Providing For Additional Text Amendments As Necessary For Internal Consistency; And Providing For Additional Text Amendments As Necessary For Internal Consistency; Providing For A Repealer, Severability, And An Effective Date.

REFERENCES: All Local Planning Agency (LPA) and Board of County Commissioners (BCC) public hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): LPA at NPR 11/20/25 Continued – LPA at DC 12/11/25 – BCC at NPR 01/20/26

AGENDA SECTION: Public Hearings

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED BOARD ACTION:

Accept public comment. Adopt the proposed Comprehensive Plan Amendment and Ordinance by roll-call-vote. Authorize the Chair to execute the original(s) of the ordinance provided and direct the Board Records Department to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

PROJECT OVERVIEW

The proposed amendment seeks to change the Future Land Use designation of the 15.36-acre parcel from COM (Commercial) to PD (Planned Development) to allow for a mixed-use development consisting of approximately 290 multifamily dwelling units and 100,000 square feet of nonresidential uses, which may include commercial, medical, office, or retail functions. The property is located along the State Road 54 (SR 54) corridor within the Urban Service Area, where centralized infrastructure and multimodal transportation systems are available to support urban-level development.

Under the existing COM designation, the parcel is entitled to develop up to 24 dwelling units per gross acre and a maximum Floor Area Ratio (FAR) of 3.0, which would allow approximately 369 residential units or over 2,000,000 square feet of commercial intensity if developed to full potential. The proposed PD includes a residential density of approximately 18.9 dwelling units per gross acre and a nonresidential intensity of approximately 0.2 FAR, representing a reduction in potential development intensity.

The PD designation provides the flexibility to organize residential, commercial, and office components through the establishment of Subarea Policy FLU 7.1.80 and the

companion MPUD Master Planned Unit Development District MPUD Master Plan, which enables compatibility with the scale and character of adjacent developments along the SR 54 corridor. Together, the Subarea Area Policy and the MPUD conditions of approval enhance internal circulation, improve site design, and establish an orderly transition between uses while maintaining consistency with existing infrastructure capacities. The amendment therefore supports the County's intent to encourage infill development that is efficient, connected, and sustainable, while maintaining consistency with the Urban Service Area's growth management policies.

This agenda memo was prepared by: Amy E. Tull, Assistant Director of Planning Services

GENERAL INFORMATION	
Agent of Record (AOR)	ARL Design Group, LLC & Elizabeth Rodriguez & Associates, Inc.
Applicant	Gary L. Blackwell, II
Project Address	NEW PORT RICHEY, FL

SITE DETAILS						
Parcel ID	Acres	Existing Future Land Uses(s)	Existing Zoning	Proposed Future Land Use(s)	Existing Uses(s)	Proposed Uses(s)
30 26 17 0000 00600 0000	15.36	COM (Commercial)	A-C Agricultural District	PD (Planned Development)	Vacant	Mixed-Use (Commercial & Multi-Family Residential)

SURROUNDING ZONING AND LAND USES			
	Zoning District	Future Land Use (FLU	Existing Use
North	MPUD Master Planned Unit Development District	PD	Starkey Ranch MPUD
South	MPUD Master Planned Unit Development District; I-2 General Industrial Park District	PD; IH (Industrial-Heavy)	State Road 54; Mitchell SJP MPUD

East	R-MH Mobile Home District; C-2 General Commercial District	ROR (Retail/Office/Residential)	Country Place Mobile Home Community
West	C-2 General Commercial District	IL (Industrial-Light)	Self-Storage Facility

See *Appendix* for zoning and FLU terms at the end of this report.

LPA/BCC Actions

Not Applicable.

FINDINGS OF FACT

The Administrative Element of the Comprehensive Plan provides a framework by which proposed Amendments shall be evaluated. The following are the Planning, Development, and Economic Growth Department's findings of fact per each evaluation criterion.

1. **Consistency of Proposed Change with the Goals, Objectives, and Policies.** The Planning, Development and Economic Department (PDE) determined the proposed CPA to be consistent with the Comprehensive Plan; as outlined in the Comprehensive Plan Consistency Analysis below.
2. **Additional Amendments Recommended.** No further amendments are necessary in conjunction with the proposed amendment. There is a companion rezoning to MPUD Master Planned Unit Development District being processed concurrently with this amendment.
3. **Analysis of the Capital Costs, Service Requirements, and Benefits.** Pasco County shall collect and utilize impact fees pursuant to Chapter 1300 of the Land Development Code (LDC) and Chapter 11 of the Comprehensive Plan, including but not limited to mobility, school, fire, library, parks and recreation, water, and sewer. Any increased capital costs and services resulting from the proposed amendment will be addressed through the payment of impact fees, increased ad valorem taxes, special assessments, or other revenue sources designed to recapture the costs of providing public facilities and services to new growth.

COMPREHENSIVE PLAN CONSISTENCY ANALYSIS

The following is a discussion of the Comprehensive Plan Policies that support the recommendation to approve the proposed amendment.

PD (PLANNED DEVELOPMENT)

The proposed amendment from COM (Commercial) to PD (Planned Development) is consistent with the Goals, Objectives, and Policies (GOPs) of the Pasco County

Comprehensive Plan. The proposed PD Subarea Policy does not increase allowable density or intensity but instead introduces a more coordinated and integrated mixed-use form that reduces potential impacts on infrastructure while enhancing land use efficiency, connectivity, and design quality through the PD concept plan. The project supports the County's intent to promote compact, connected development within the Urban Service Area, strengthens the economic base of the SR 54 corridor, and advances the broader vision of sustainable and balanced growth (for example, by locating places of work and commerce within walking distance of residences). The amendment represents a remaking of the existing COM FLU that continues to align with the County's policy framework and enhances the long-term livability and urban framework on this corridor.

POLICY FLU 1.6.1. – COMMERCIAL USES WITHIN PLANNED DEVELOPMENTS

The proposed amendment is consistent with Policy FLU 1.6.1.a, which supports the integration of commercial development within PD designations when such development is compatible with surrounding land uses and designed to enhance multimodal accessibility. The PD concept plan demonstrates the site's frontage along SR 54 and provides the location for commercial and professional uses that are planned as integrated with residential development in a compact, pedestrian-oriented layout to the rear, or north, of the site. The PD framework allows these uses to function cohesively, with shared access, internal connections, and a unified design approach that minimizes curb cuts and promotes safe, efficient vehicular and pedestrian circulation. The result is a more efficient land use arrangement that strengthens the corridor's mixed-use character while improving site access and reducing potential traffic conflicts.

POLICY FLU 8.1.2 – SOUTH MARKET AREA

The project supports the vision set forth in Policy FLU 8.1.2 for the South Market Area by introducing a compact, mixed-use development pattern that supports multimodal connectivity and reinforces SR 54 as a key growth corridor in the Urban Service Area. The integration of residential and commercial uses within a single development site enables an active and functional land use mix that supports both local residents and businesses. By reducing overall density and intensity while improving land use coordination through the designs illustrated in the PD concept plan, the project enhances corridor mobility through internal trip capture and cross-access driveways to the east, which align with the County's Goals, Objectives and Policies (GOPs) for balanced growth within the Urban Service Area. The proposal represents an efficient use of urban land by locating multi-family residential within walking distance of commercial amenities that contribute to the economic and social vitality of the immediate vicinity and the South Market Area.

POLICY FLU 1.8.7 – ECONOMIC DEVELOPMENT

The project supports the intent of Policy FLU 1.8.7 by contributing to the County's economic base and fostering job creation through the inclusion of commercial, medical, office, and retail uses. These uses will generate employment opportunities and expand the local tax base, while the multifamily component provides proximate housing options for the workforce that serves the area and the customer base that shops in the surrounding corridor. The project's location within the Urban Service Area ensures that economic development occurs in a fiscally responsible manner, utilizing existing

infrastructure rather than requiring costly network extensions. The integration of residential and employment uses in one location enhances economic resilience, reduces commute distances, and supports the County's long-term economic and mobility goals.

While the proposed PD will reduce the gross acreage set aside for commercial purposes, it is important to note that COM allows for the development of multi-family residential at 24 dwelling units per gross acre. The depth of the subject site is much deeper than the immediately proximate prevailing non-residential lot depth along the SR 54 corridor (approximately 1,000 feet versus 250 feet). It is understood that based on the market established lot depth along SR 54, non-residential uses would consolidate along the frontage leaving other, likely residential, uses to fill the remaining property to the rear, which is also what is occurring to the west and east of the subject site in terms of the prevailing development pattern. In short, the PD essentially proposes the same land uses that COM currently enables, albeit with specific Subarea Policy controls and a PD concept plan that governs the proposed development outcome.

POLICY FLU 1.8.10 – PRESERVATION OF CAPACITY FOR EMPLOYMENT-GENERATING USES

The proposed PD aligns with the intent of Policy FLU 1.8.10 by establishing a compact, mixed-use development that integrates residential, commercial, and office uses in a coordinated and pedestrian-friendly form. The site plan envisions commercial buildings oriented toward SR 54, with multifamily residential uses located internally (to the rear or north on the site), connected through internal driveways, sidewalks, and open spaces that encourage walkability between uses and the reduction of vehicular trips. This design supports multimodal travel, encourages internal trip capture, and fosters a sense of place consistent with the County's objectives for higher-quality urban form within the Urban Service Area. The PD designation ensures that these design features are formally integrated into the project's entitlement process by way of the Subarea Policy, reinforcing consistency with Comprehensive Plan objectives.

Reducing vehicular trips through internal trip capture is an important facet of the proposed project. Strategies that reduce trips overall work toward ensuring transportation capacity is maintained on the main County arterial roadways, such as SR 54, and is consistent with other County planning objectives. In so doing, adequate transportation capacity is maintained for future employment-generating uses along major arterial roadways, since trips are reduced by virtue of compact development patterns that place residential land uses close to places of work for the local workforce and close to places of commerce for local consumers. The compactness of the development pattern illustrated in the PD concept plan also represents an overall conservation of land wihtin the County that can save other sites for employment-generating purposes. In this case, the frontage of SR 54 is preserved for employment generating purposes.

POLICY FLU 9.1.7 – URBAN SERVICE AREA

The amendment furthers the intent of Policy FLU 9.1.7 by promoting high-quality urban design principles that contribute positively to community character. The PD framework

incorporates enhanced architectural and landscape design standards through the proposed Subarea Policy, PD concept plan, and, ultimately the MPUD Master Plan (which will be the binding concept plan as set forth in the conditions of approval of the MPUD) by controlling the type of employment generating uses, establishing a walkable and pedestrian-conscious development, and enhanced landscaping to be compatible with adjacent residential and other area development patterns. The site design will orient buildings toward SR 54 with active frontages, incorporate internal pedestrian connections, orient internal buildings toward integrated green spaces and civic elements that create a cohesive and identifiable sense of place. The resulting development will establish a meaningful built environment consistent with the County's expectations for urban corridors within the Urban Service Area.

It is important to note that Policy FLU 9.1.7, which establishes the geographic limits of the Urban Service Area, should be understood in the context of Policy FLU 9.1.6, which discourages urban sprawl by establishing a minimum density within the Urban Concentration Area, which itself is the same extent as the Urban Service Area. While the density requirements are identified by the Future Land Use designation of a particular site, in this case COM (up to 24 dwelling units per acre), the proposed PD Subarea Policy establishes a minimum required density of 18.9 dwelling units per acre through the PD concept plan and the binding concept plan of the MPUD (also known as the MPUD Master Plan). The design of the PD concept plan and the MPUD Master Plan therefore fulfills the Policy FLU 9.1.6 mandate for a minimum density that supports urban transportation objectives (typically understood to be a density greater than 7 dwelling units per gross acre). It establishes an urban density for an urban transportation network, which is the objective of the Comprehensive Plan as it relates to the Urban Service Area.

PLANNING DISCUSSION

The following is a discussion of site-specific details related to the project.

1. Site Characteristics. The subject site is located in the South Market Area and Urban Service Area. There are four (4) archeological sites in proximity to the subject site: Seven Springs (PA00278) to the west, Jay Two Three 9 (PZ00413), Jay Two Three 10 (PZ00414), and Contented Cow (PA00279). There are no archeological sites located on the subject parcel. There are no wetlands on the subject site. A portion of the subject site to the rear has a FEMA Flood Zone of "AE", the remainder of the site is Flood Zone "X".
2. Right-of-Way (ROW). The subject site is located on SR 54, a 250-wide, 6-lane Florida Department of Transportation (FDOT) arterial roadway. There was a Capital Improvement Project (CIP) to resurface this segment for 2025 that has been completed and includes a mid-block pedestrian signal on SR 54 east of Starkey Blvd (source: https://www.fdottampabay.com/project/895/443784-1-52-01).
3. Trails. There is an 8-foot sidewalk on the north side of SR 54 that was recently widened as part of the FDOT CIP improvement project noted above. There is an existing 5-foot sidewalk that is on the south side of SR 54.

4. Transit/Bus Stops. The subject site is located on bus Route 54 with the nearest bus stops located on the north and south sides of SR 54, approximately .3 miles to the west (SR 54 & Starkey) and .4 miles to the east (SR 54 & Duck Slough Blvd).
5. Signal at SR 54. The proposed project will proportionally share in the cost of implementing the signal at its entrance, which is across SR 54 from the Mitchell SJP MPUD industrial development.

PRELIMINARY FEASIBILITY ANALYSIS

A preliminary feasibility analysis was conducted by the PDE. The following assessments are derived from the various County departments and other agencies.

1. Transportation Needs Assessment (TNA). On July 8, 2025, The PDE transportation staff reviewed the proposed amendment and concluded that a TNA is not required since the proposed FLU will not generate more trips than the existing FLU.
2. Pasco County Utilities (PCU). On January 22, 2024, PCU provided the following comments:

   This property is within Pasco County Utilities Water, Wastewater and Reclaimed Water Service Areas, and based on the use intensity information provided by the applicant, the property has an estimated potable water demand of 113 ERUs:

   Potable Water: Development within this property will be required to connect to Pasco County Utilities Water system. There is currently potable water capacity to support the proposed development. The nearest watermain to the subject property is located at: Approximately 10 feet south of the subject property at the right of way (R.O.W) of State Road 54.

   Wastewater: Development within this property will be required to connect to Pasco County Utilities wastewater system. There is currently capacity at the Shady Hills WWTP to support the proposed development. The nearest sewer main to the subject property is at: Approximately 200 feet south of the subject property at the opposite side of State Road 54.

   Reclaimed water: Development within this property will be required to connect to Pasco County Utilities reclaimed water system. There is currently reclaimed water capacity to support the proposed development. The nearest reclaimed main to the project is at: Approximately 10 feet south of the subject property at the R.O.W of State Road 54.

   Comprehensive plan/zoning approval does not reserve water, wastewater, or reclaimed water capacity. Offsite main extensions and connection points for water, wastewater, and reclaimed water will be assessed during Engineering Review and Construction Plan permitting. Construction of offsite water, wastewater, and reclaimed facilities may be required. Offsite improvements must be constructed at the developer's expense per Pasco County Code Chapter 110

– Utilities.

3. Pasco Sheriff's Office (PSO). On January 29, 2024, the Pasco County Sheriffs department provided the following comment:
Recognizing that the Pasco Sheriff's Office is currently 63rd out of 67 counties in terms of deputies per 1,000 citizens served, the Sheriff's Office continues to have concerns regarding the impact of any planned development, especially multi-family developments that have the
potential to bring in hundreds of people into a small area.

   These concerns should not be perceived as the Sheriff's Office being anti-growth, instead the Sheriff's Office encourages those who can have an impact on this decision to consider these important aspects when evaluating such projects. The individuals who move into these areas, which have often been re-zoned from agriculture or commercial zoning, will immediately need services but, yet, any impact had on these residences on the budget of the Pasco Sheriff's Office are at least 30 months away.

   Consider, if a development is move in ready in February of a given year, the calls for service begin immediately while the property taxes on that development is not due until the beginning of the next year. The property taxes are then appropriated to the Sheriff's Office in October when we can begin the hiring and training process for new deputies, which can take an additional year. By the time new deputies are available to respond to calls for service, the development that initially necessitated their hiring is 30 months old.

   Also, according to the United States Department of Agriculture, any residential development costs $1.08 for every $1 received in property taxes, whereas commercial and agricultural uses are far less than the $1 received.

   To reiterate, the Pasco Sheriff's Office is not anti-growth, but any rezoning, especially rezoning from commercial or agricultural, to residential must be weighed with the opportunity lost for commercial or agricultural development and the impact on our community through crime and other impacts to the Sheriff's Office and we would urge decision makers to be very cognizant of the impacts those decisions may have.

   Additionally, the proposed 230 unit multifamily development is projected to add up to 552 new residents to Pasco County. This growth represents additional strain on already stretched law enforcement resources which will need to be addressed in upcoming budgets. Furthermore, as with all multifamily housing complexes, we recommend a staffed management office, license plate readers at all points of entry/ exit, and gate-controlled access to reduce opportunities for criminality.

4. Emergency Management. On January 22, 2024, the Emergency Management department was provided an opportunity to comment. We did not receive any

comments to date.

5. School District. Although the proposed amendment is a reduction in density, on March 6, 2024, the School District provided a School Impact Analysis, attached hereto.

6. Parks, Recreation, and Natural Resources (PRNR). (1) On January 11, 2024, Parks and Recreation provided a response of "no comment."; and (2) On January 18, 2024, Natural Resources provided the following comments:
    1. The project is not located within an ecological corridor or ecological planning unit.

    2. Natural Resources will address the on-site wetlands and any potential listed species at the time of zoning and/or site development submittal. A preliminary wildlife survey will be required at zoning and/or site development submittal. A state-approved wetland boundary survey may be required.

7. Office of Economic Growth (OEG). On March 23, 2024, OEG provided the following comment:

    "The property is located in a light-industrial and commercial FLU node. There is market demand for light industrial flex buildings and medical/professional office space in this area of the County. Prior to endorsing this proposal, it would be important to examine the suitability of this property for multifamily residential regarding mobility management; project integration and connectivity to the surrounding neighborhood; and need for more multifamily in this area of the Township. The data indicates the County is currently in a surplus for market-based apartment residential. Lastly, Board policy has been to protect employment areas of the County as much as possible to maintain a balanced tax base." - this has been addressed through the companion MPUD Master Planned Unit Development Conditions of Approval (COAs).

CASE HISTORY		
	Date	**Vote: Approve / Deny**
Local Planning Agency (LPA)	12/11/25	6-0: Approve
Board of County Commissioners – Adoption	01/20/26	Pending

APPENDIX
FUTURE LAND USE

TERM	REFERENCE
COM (COMMERCIAL)	Chapter Two – Future Land Use Element Section FLU A-6
PD (PLANNED DEVELOPMENT)	
ROR (RETAIL/OFFICE/RESIDENTIAL)	
IL (INDUSTRIAL- LIGHT)	
IH (INDUSTRIAL- HEAVY)	
ZONING	
TERM	**REFERENCE**
MPUD MASTER PLANNED UNIT DEVELOPMENT DISTRICT	SECTION 522, LAND DEVELOPMENT CODE
I-2 GENERAL INDUSTRIAL PARK DISTRICT	SECTION 529, LAND DEVELOPMENT CODE
C-2 GENERAL COMMERCIAL DISTRICT	SECTION 526, LAND DEVELOPMENT CODE
R-MH MOBILE HOME DISTRICT	SECTION 511, LAND DEVELOPMENT CODE
A-C AGRICULTURAL DISTRICT	SECTION 503, LAND DEVELOPMENT CODE

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action. Pursuant to Section 125.66(3)(c)7.b., Florida Statutes the proposed amendment is exempt from the requirement to complete a Business Impact Estimate (BIE).

DISTRIBUTION:

1. Retain One (1) Original
2. File a copy of the Ordinance with the Florida Department of State by transmittal via electronic mail within ten (10) days after the adoption of the Ordinance to CountyOrdinances@dos.myflorida.com.
3. Send the Executed Ordinance to Municode via electronic mail after the adoption of the Ordinance to MunicodeOrds@civicplus.com.
4. Electronically to:
   Amy E. Tull, Assistant Director of Planning Services, ahyler@pascocountyfl.net
   Richard Marcel, ARL Design Group, LLC, rick@arldesign.net
   Chris Dougherty, cdougherty@inspireplacemaking.com
   Haiden Lewis, hlewis@inspireplacemaking.com
5. Mail One Original to:
   Richard J. Marcel, ARL Design Group

8209 State Road 52
Hudson, Florida 34667

ATTACHMENT(S):

1. PDE26-0185 Maps
2. PDE26-0185 TNA
3. PDE26-0185 School Impact Analysis Blackwell MF
4. PDE26-0185 Proposed Ordinance
5. PDE26-0185 Blackwell Mixed-Use PD Concept Plan
6. PDE26-0185 Affidavit and Certified Mailings
7. PDE26-0185 Public Notice

cc: DA/DE/NP/AET/PDE26-0185 Blackwell Mixed-Use PD BCC



CPAS23(26)

BLACKWELL MIXED-USE PD

30-26-17-0000-00600-0000

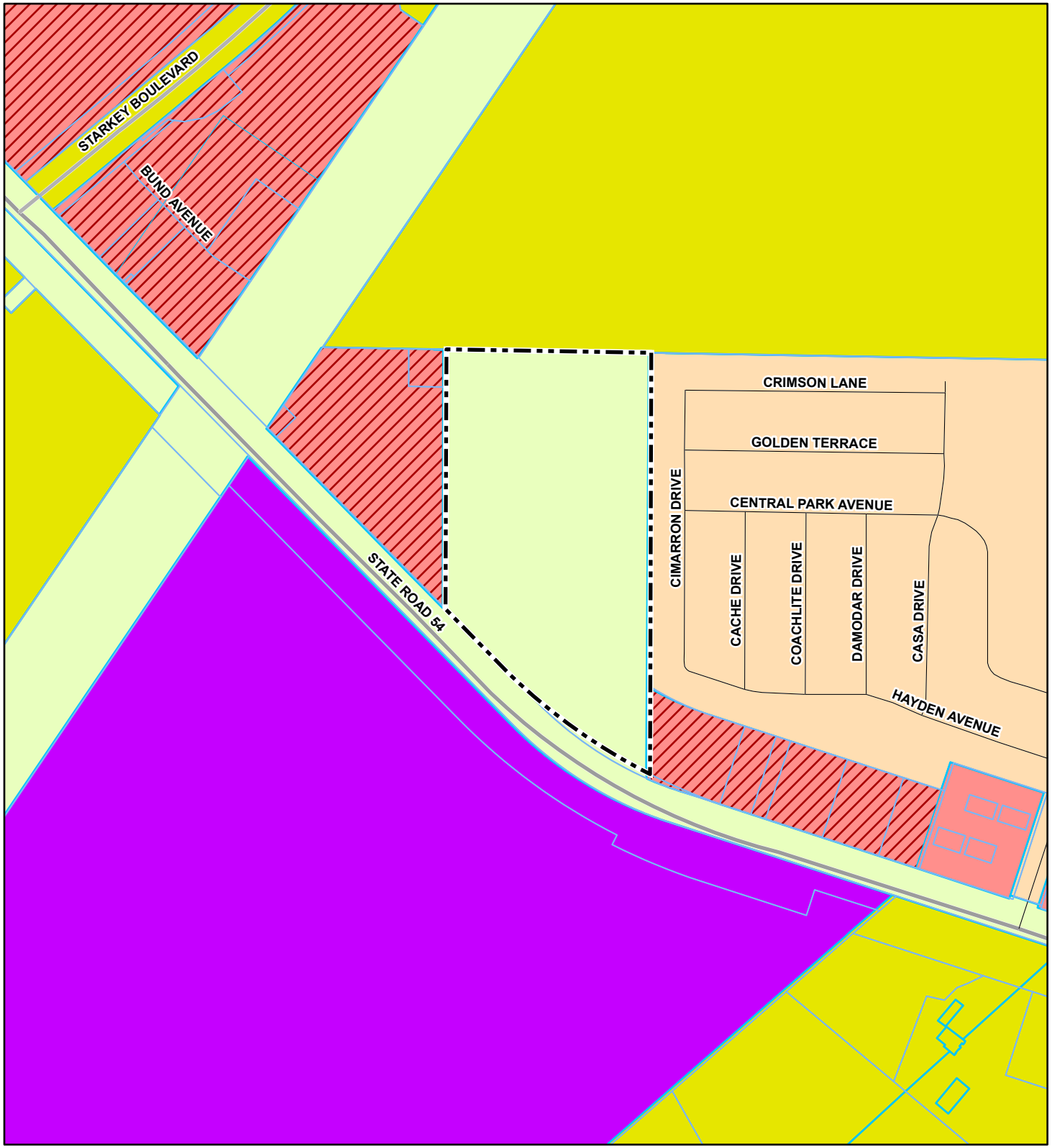
SUBJECT PROPERTY

COMMISSION DISTRICT: 3

0 250 500
Feet

T:\GIS Main\GISFlat02\FLU\PRO_TEMPLATES\COMPPLAN_LOC2.apr
jhelmrich 10/1/2024





CPAS23(26)

BLACKWELL MIXED-USE PD

30-26-17-0000-00600-0000

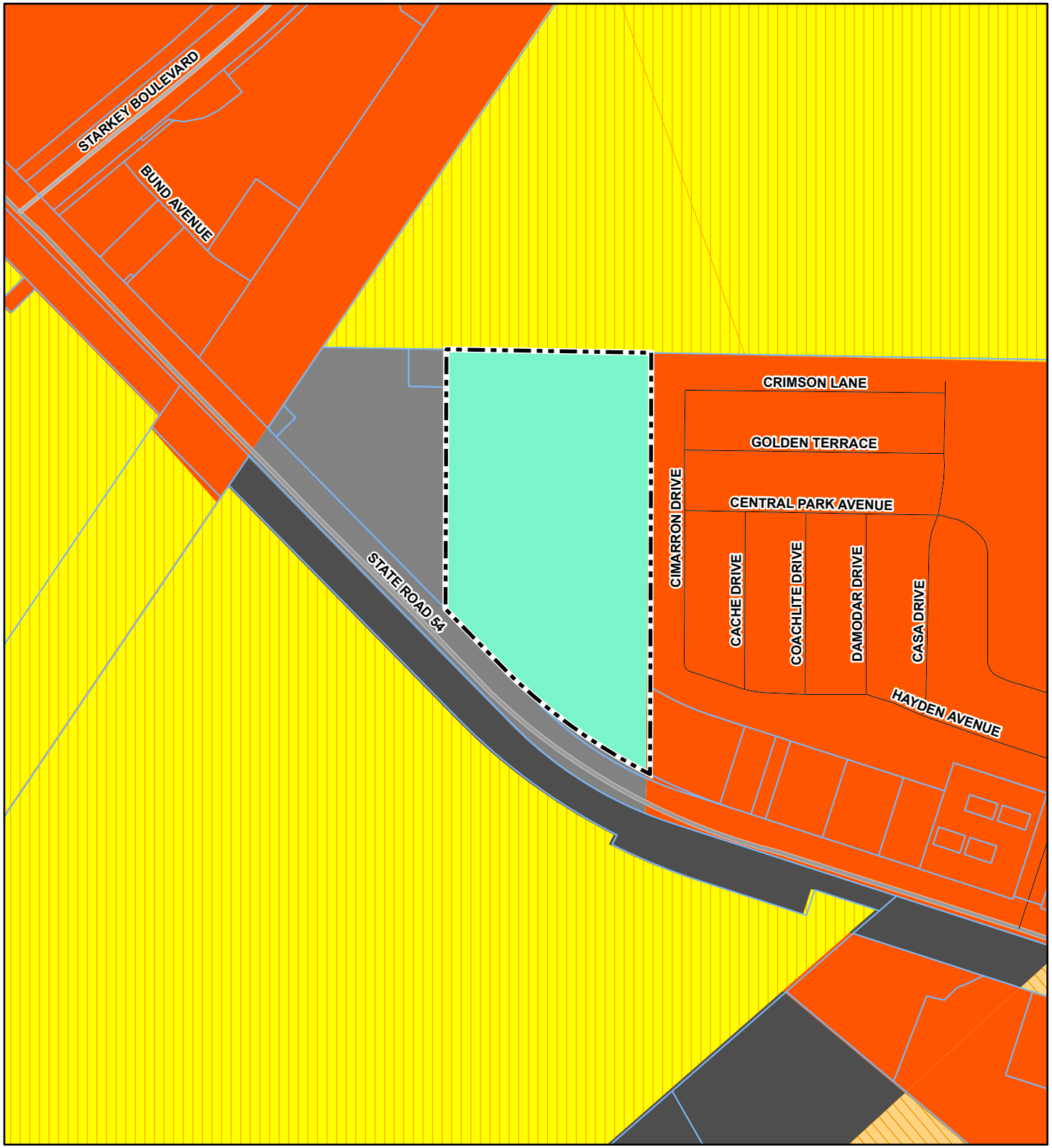
SUBJECT PROPERTY

COMMISSION DISTRICT: 3

0 250 500
Feet

T:\GIS Main\GISFlat02\FLU\PRO_TEMPLATES\COMPPLAN_LOC2.apr
jhelmrich 10/1/2024





CPAS23(26)

BLACKWELL MIXED-USE PD

30-26-17-0000-00600-0000

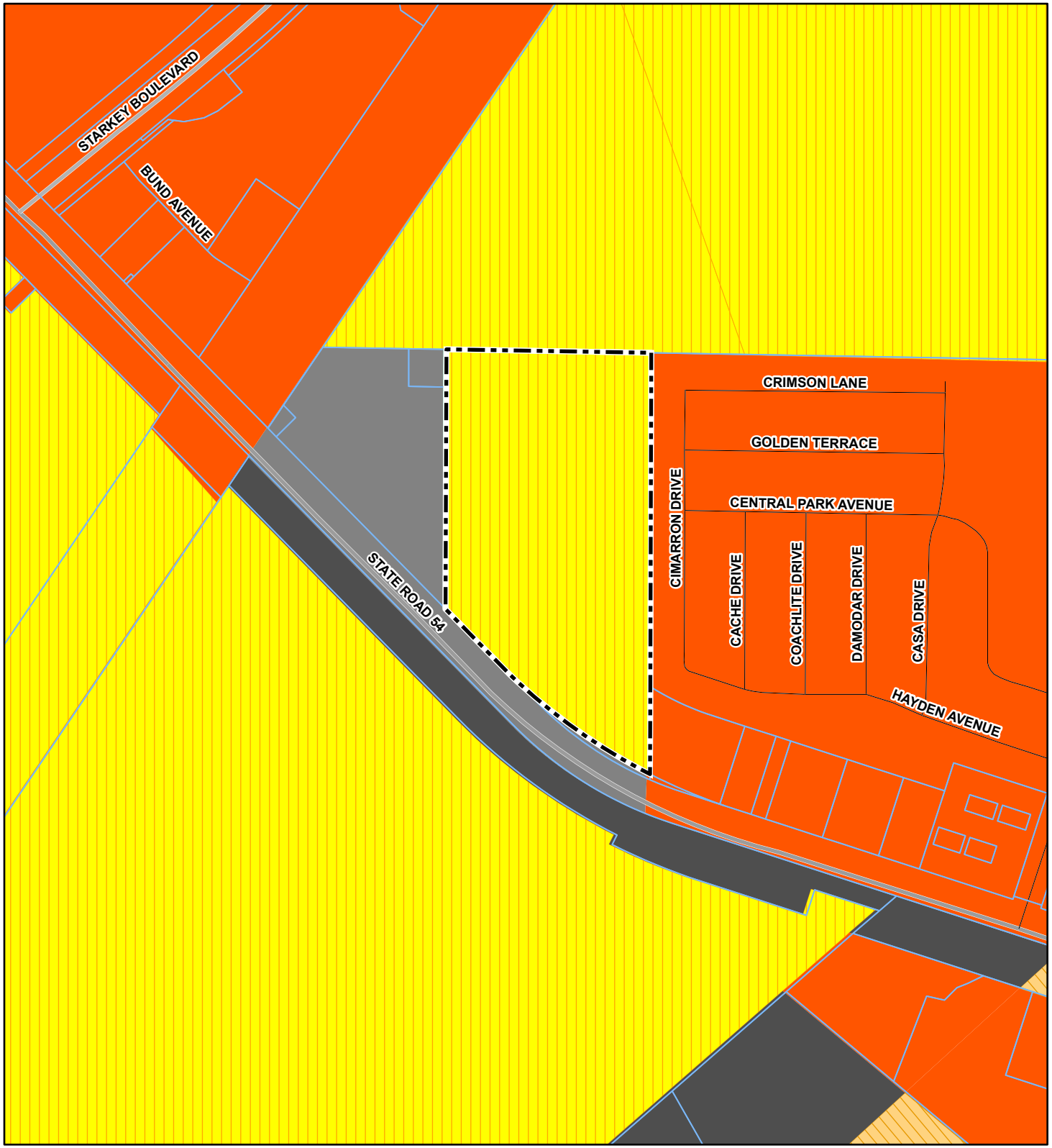
SUBJECT PROPERTY

COMMISSION DISTRICT: 3

0 250 500
Feet

T:\GIS Main\GISFlat02\FLU\PRO_TEMPLATES\COMPPLAN_LOC2.apr
jhelmrich 10/1/2024





CPAS23(26)

BLACKWELL MIXED-USE PD

30-26-17-0000-00600-0000

SUBJECT PROPERTY

COMMISSION DISTRICT: 3

0 250 500
Feet

T:\GIS Main\GISFlat02\FLU\PRO_TEMPLATES\COMPPLAN_LOC2.apr
jhelmrich 10/1/2024



THE COMPREHENSIVE PLAN OF UNINCORPORATED PASCO COUNTY FUTURE LAND USE 2025

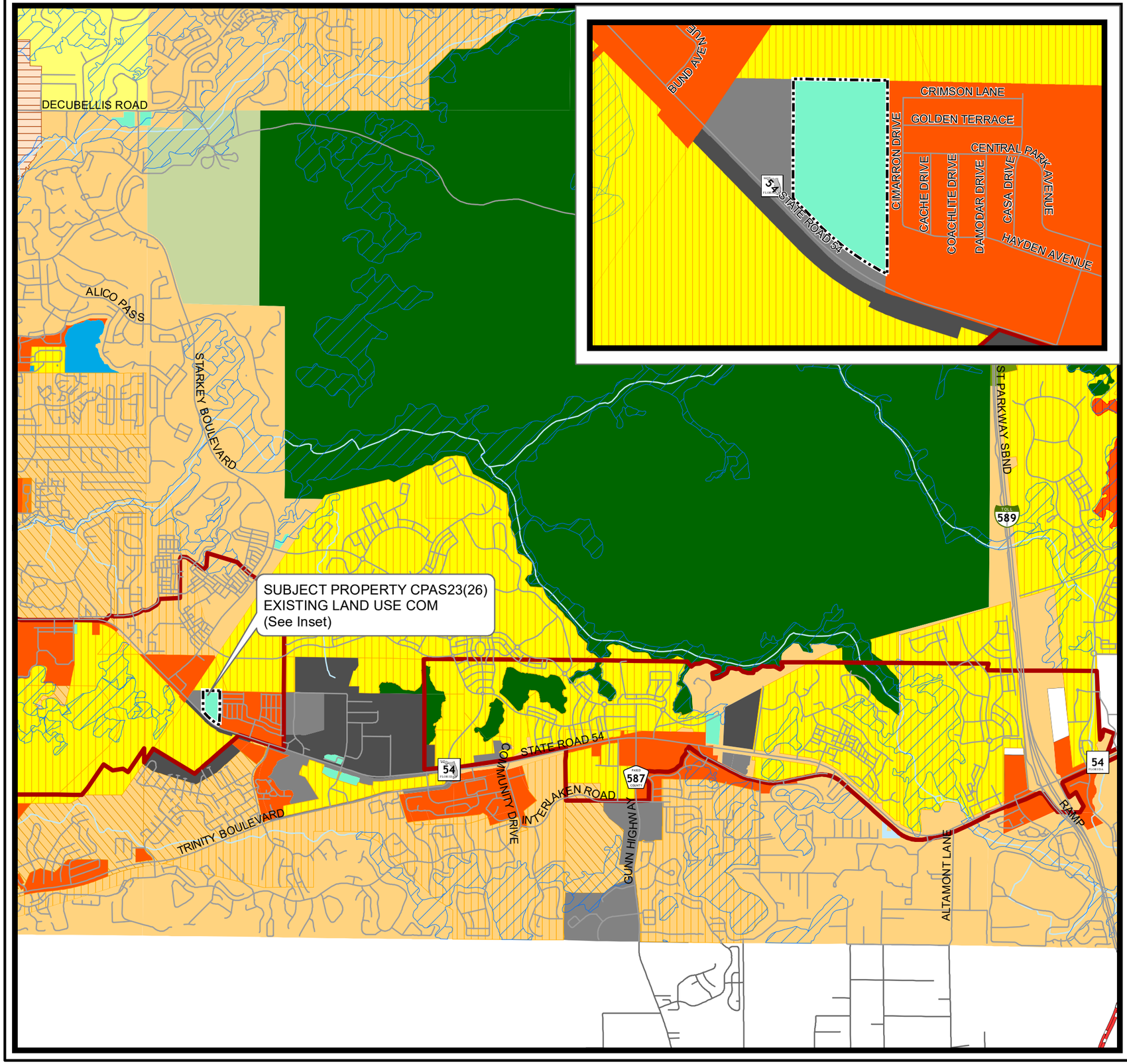
CPAS24(12) EXISTING LAND USE

T 2 6 S R I 7 E

DATE ADOPTED: 06/15/1989

SHEET 19 OF 24

ORDINANCE # 89-13

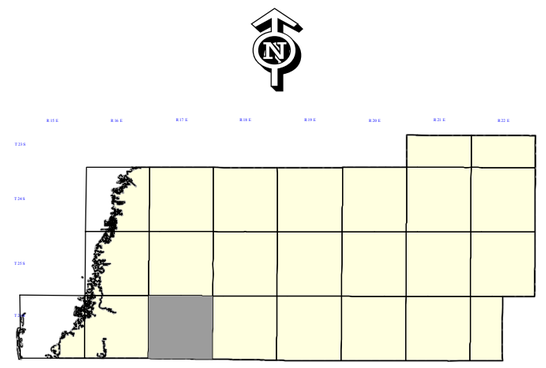


FUTURE LAND USE 2025 CLASSIFICATIONS

- AG — Agricultural
- AG/R — Agricultural / Rural
- AT — Major Attractors
- C/L — Coastal Land
- COM — Commercial
- CON — Conservation Land
- EC — Employment Center
- GH — Gateway Hub
- IH — Industrial - Heavy
- IL — Industrial - Light
- MU — Mixed Uses
- NPC — New Port Corners
- NT — New Town
- OFF — Office
- P/SP — Major Public / Semi - Public
- PD — Planned Development
- R/OS — Major Recreation / Open Space
- RES-1 — Residential
- RES-12 — Residential
- RES-24 — Residential
- RES-3 — Residential
- RES-6 — Residential
- RES-9 — Residential
- ROR — Retail / Office / Residential
- TC — Town Center
- VMU1 — Village Mixed Use - Type I
- VMU2A — Village Mixed Use - Type 2A
- VMU2B — Village Mixed Use - Type 2B

OVERLAYS

- CLASS I WETLANDS / LAKES
- CITY LIMITS
- FLEXIBLE PLAN BOUNDARY
- ROR OVERLAY
- PASADENA HILLS OVERLAY
- TRANSIT CENTER OVERLAY



N

0 0.475 0.95 1.9

Miles

Pasco County, Florida

Geographic Information Systems
(G.I.S.)
Information Technology

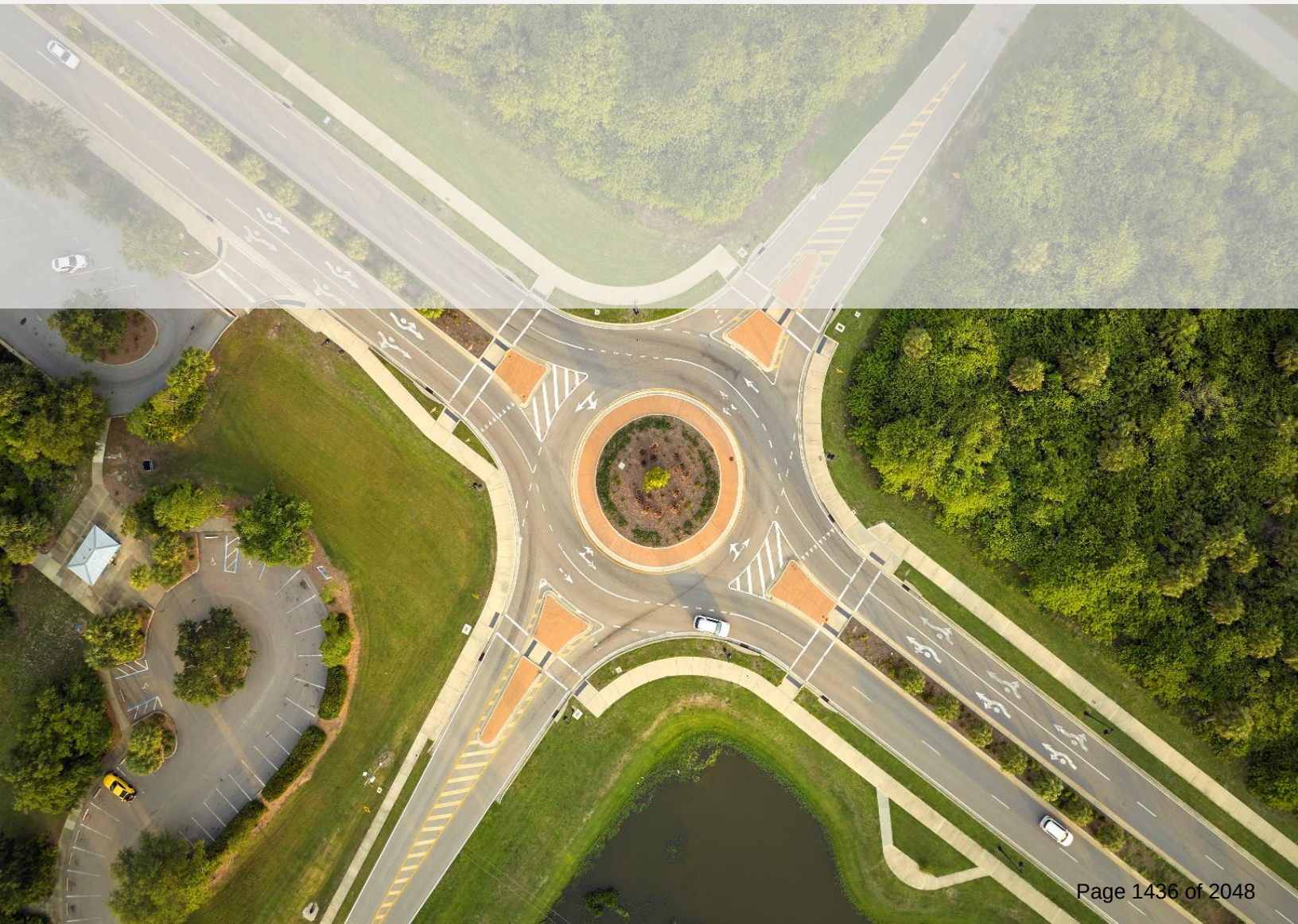
Modified By:	Date Saved:
jhelmrich	10/1/2024 3:50:28 PM

Path: T:\GIS Main\GISFlat02\FLU\CPAS23(26)\CPAS23(26)_MAP2-15_SHEET.mxd

GRID ENGINEERING

TRANSPORTATION NEEDS ASSESSMENT DETERMINATION

Pasco County



June 20, 2025

Hamed Haghshenas
Planning, Development, & Economic Growth Dept.
Pasco County
8731 Citizens Drive
New Port Richey, FL 34654

Mr. Haghshenas,

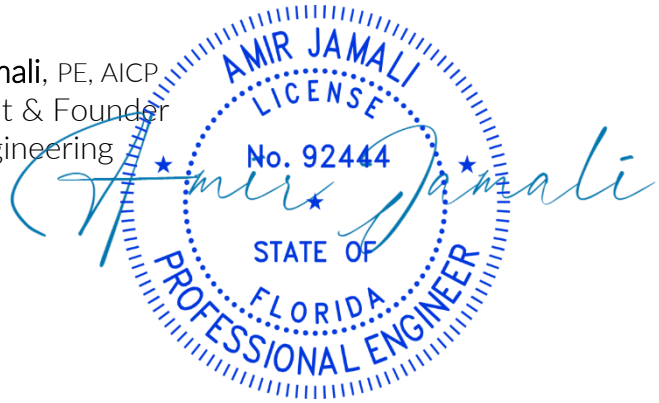
I hope this letter finds you well. I am pleased to submit the Transportation Needs Assessment Determination study for the PD application of the site located along SR SR 54 in New Port Richey, identified by Parcel ID: 30-26-17-0000-00600-0000.

The report evaluates the trip generation associated with both current and proposed FLUs, following the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition.

Based on this analysis, it has been determined that the proposed PD does not result in an increase of 50 PM peak hour trips. In accordance with the Pasco County LDC 901.12, a Transportation Needs Assessment is not required for this project. Detailed trip generation calculations are provided in the following pages for your reference.

Thank you for reviewing this determination. Should you have any questions or require additional details, please feel free to reach out.

Amir Jamali, PE, AICP
President & Founder
Grid Engineering



June 20, 2025

This item has been digitally signed and sealed by Amir Jamali on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

info@gridengr.com | 813 400 0393 | www.gridengr.com

Maximum
Yield

The subject property comprises approximately 15.36 acres and is designated as Commercial (COM) under the Pasco County Comprehensive Plan. The maximum Floor Area Ratio (FAR) permitted in the COM Future Land Use category is 0.60, which allows for a maximum development potential of approximately 401,449 square feet of commercial uses.

The proposed Planned Development (PD) includes 30,000 square feet of medical offices, 20,000 square feet of commercial space, and 290 multifamily residential units.

Entitlement	FAR	Size
Current FLU (Retail/Office/Residential)		
Commercial	0.6	401,449 SQF
Proposed FLU (PD including 156 Multifamily Units)		
Multifamily	-	290 Units
Medical Office	-	30,000 SQF
Commercial	-	20,000 SQF

Trip
Generation

Trip generation for the project was calculated using the *Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition* (see Appendix "A").

Under the existing Future Land Use (FLU) designation, the site is assumed to support approximately 401,449 square feet of retail development. This scenario is estimated to generate approximately 1,363 PM peak hour trips, including 259 passerby trips and 1,104 net new trips.

The proposed Planned Development (PD) includes 290 multifamily residential units, 30,000 square feet of medical offices, and 20,000 square feet of commercial space, which is estimated to generate approximately 396 PM peak hour trips, including 53 passerby trips and 343 net new trips.

As a result, the proposed PD modification would reduce the number of net new PM peak hour trips when compared to the maximum development potential under the existing FLU designation.

Entitlement	ITE Code	Size	PM Peak Hour Trips	Passerby Trips	PM Peak Hour Net Trips
Current PD					
Retail	820	401,449 SQF	1,363	259[1]	1,104
Total			1,363	259	1,104
Proposed PD					
Multifamily	220	290 Units	145	0	145
Medical Office	720	30,000 SQF	119	0	119
Retail	821	20,000 SQF	132	53[2]	79
Total			396	53	343
Difference			-967	-206	-761

Notes:

1. A passerby rate of 19% is assumed based on ITE Trip Generation Handbook, Appendix "B".
2. A passerby rate of 40% is assumed based on ITE Trip Generation Handbook, Appendix "B".

APPENDIX A

ITE TRIP GENERATION

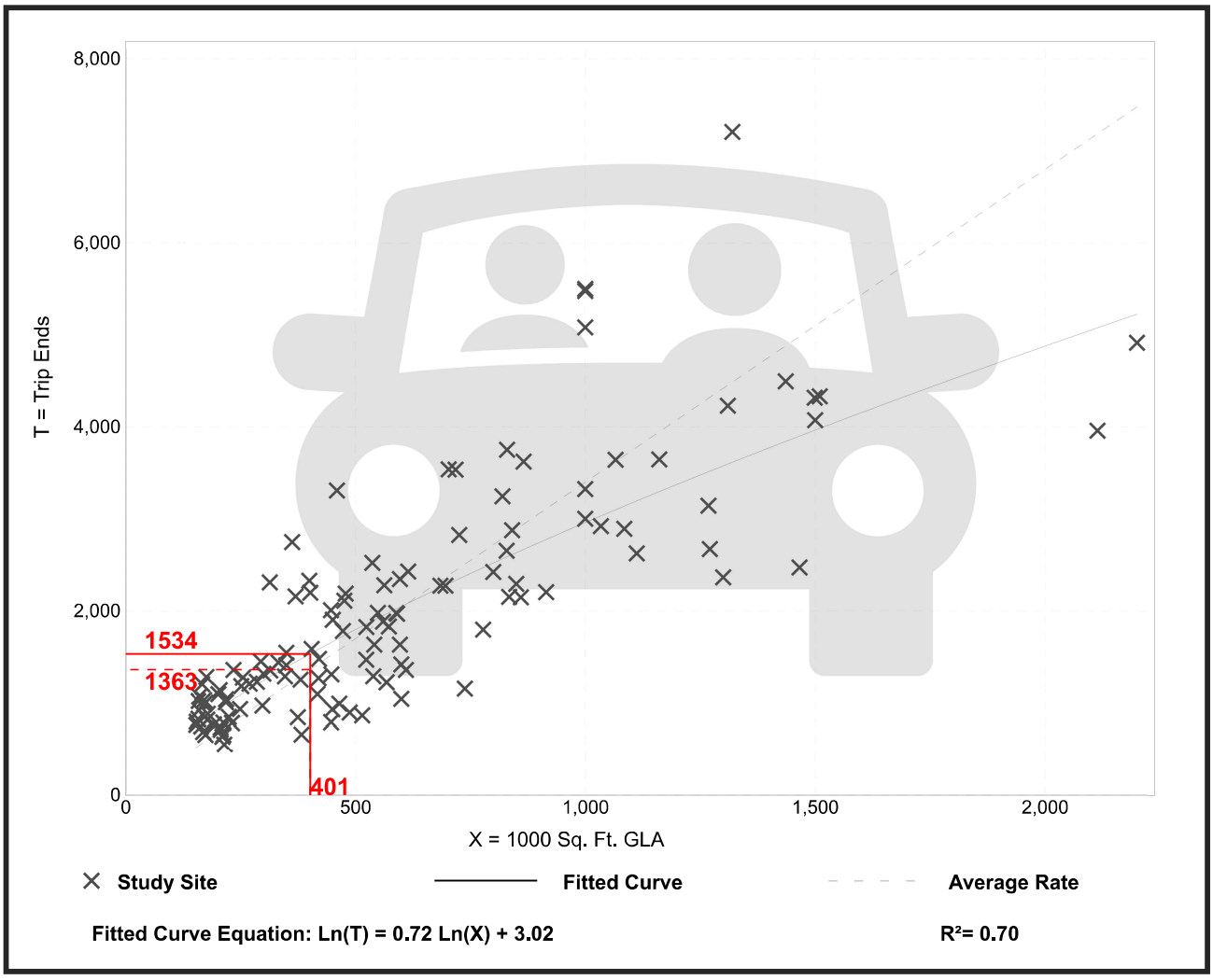
Shopping Center (>150k)
(820)

Vehicle Trip Ends vs: **1000 Sq. Ft. GLA**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 126
Avg. 1000 Sq. Ft. GLA: 581
Directional Distribution: 48% entering, 52% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
3.40	1.57 - 7.58	1.26

Data Plot and Equation



Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

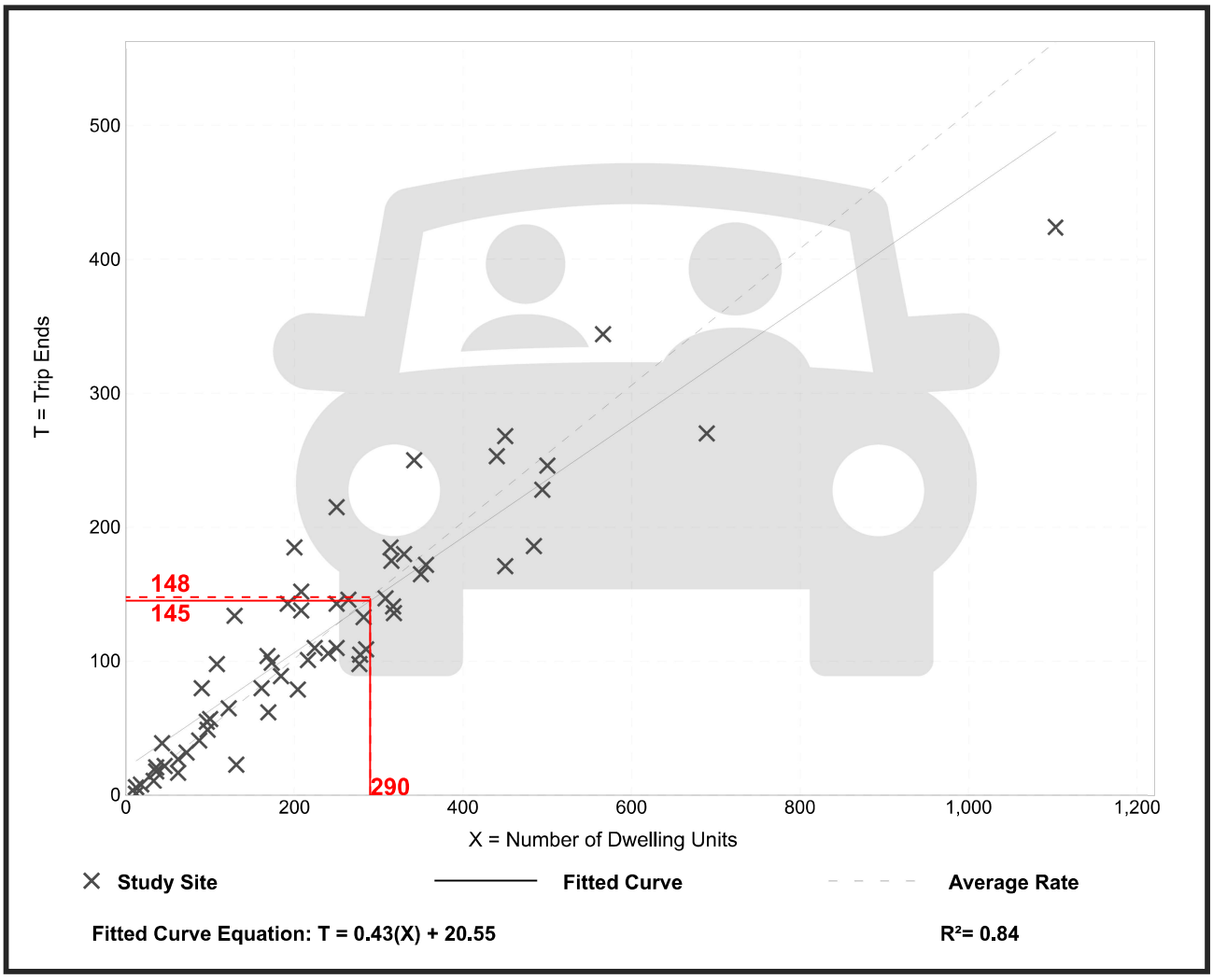
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 59
Avg. Num. of Dwelling Units: 241
Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.51	0.08 - 1.04	0.15

Data Plot and Equation



Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

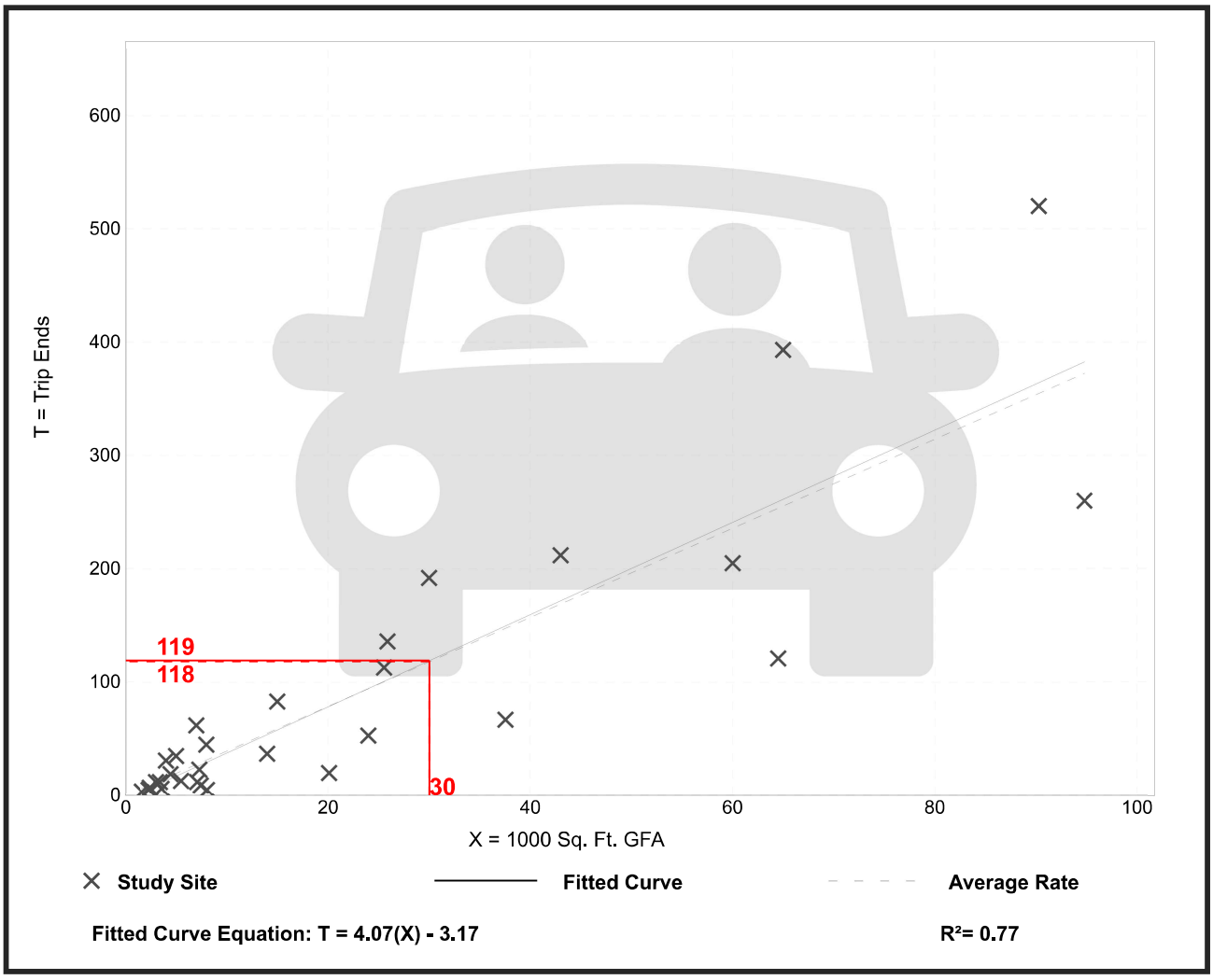
Medical-Dental Office Building - Stand-Alone
(720)

Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 30
Avg. 1000 Sq. Ft. GFA: 23
Directional Distribution: 30% entering, 70% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
3.93	0.62 - 8.86	1.86

Data Plot and Equation



Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

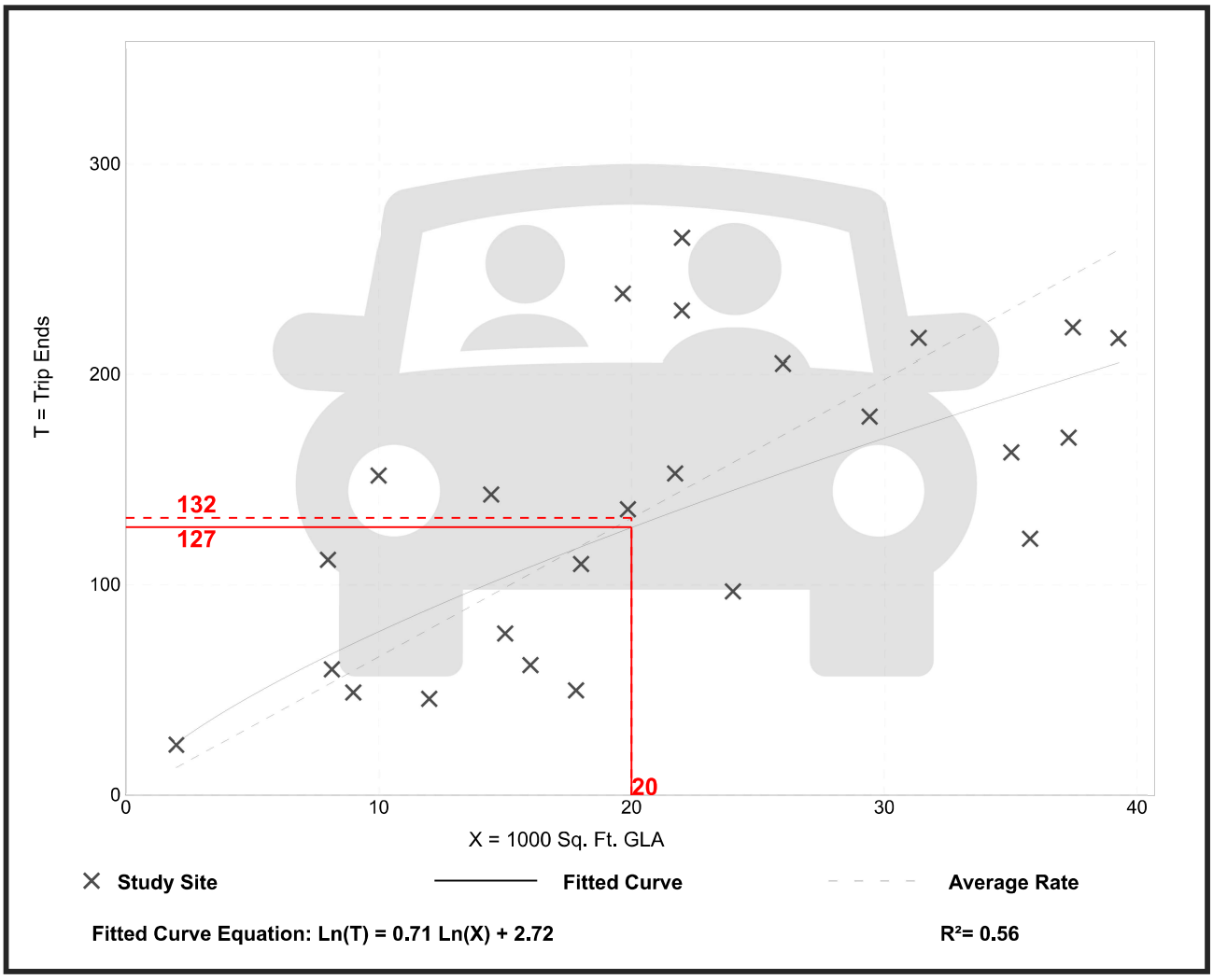
Strip Retail Plaza (<40k)
(822)

Vehicle Trip Ends vs: **1000 Sq. Ft. GLA**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 25
Avg. 1000 Sq. Ft. GLA: 21
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
6.59	2.81 - 15.20	2.94

Data Plot and Equation



Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

APPENDIX B

ITE Passerby Rate

Vehicle Pass-By Rates by Land Use

Source: ITE *Trip Generation Manual*, 11th Edition

Land Use Code	820								
Land Use	Shopping Center (> 150k)								
Setting	General Urban/Suburban								
Time Period	Weekday PM Peak Period								
# Data Sites	8 Sites with GLA between 150 and 300k				16 Sites with GLA between 300 and 900k				
Average Pass-By Rate	29% for Sites with GLA between 150 and 300k				19% for Sites with GLA between 300 and 900k				
	Pass-By Characteristics for Individual Sites								
		Survey		Pass-By	Non-Pass-By Trips			Adj Street Peak	
GLA (000)	State or Province	Year	# Interviews	Trip (%)	Primary (%)	Diverted (%)	Total (%)	Hour Volume	Source
213	Florida	1990	312	28	31	41	72	—	33
225	Illinois	1994	264	35	32	33	65	1970	24
227.9	Kentucky	1993	—	34	35	31	66	—	34
235	Kentucky	1993	211	35	29	36	65	2593	2
255	Iowa	1994	222	23	38	39	77	3706	24
256	Connecticut	1994	208	27	51	22	73	3422	24
293	Illinois	1994	282	24	70	6	76	4606	13
294	Pennsylvania	1994	213	24	48	18	76	4055	24
350	Massachusetts	1994	224	18	45	37	82	2112	24
361	Virginia	1994	315	17	54	29	83	2034	24
375	North Carolina	1994	214	29	48	23	71	2053	24
413	Texas	1994	228	28	51	21	72	589	24
418	Maryland	1994	281	20	50	30	80	5610	24
450	California	1994	321	23	49	28	77	2787	24
476	Washington	1994	234	25	53	22	75	3427	24
488	Texas	1994	257	12	75	13	88	1094	13
560	Virginia	1994	437	19	49	32	81	3051	24
581	Colorado	1994	296	18	53	29	82	2939	24
598	Colorado	1994	205	17	55	28	83	3840	24
633	Texas	1994	257	10	64	26	90	—	24
667	Illinois	1994	200	16	53	31	84	2770	24
738	New Jersey	1994	283	13	75	12	87	8059	24
800	California	1994	205	21	51	28	79	7474	24
808	California	1994	240	13	73	14	87	4035	24

Vehicle Pass-By Rates by Land Use

Source: ITE *Trip Generation Manual* , 11th Edition

Land Use Code	821
Land Use	Shopping Plaza (40 - 150k)
Setting	General Urban/Suburban
Time Period	Weekday PM Peak Period
# Data Sites	15
Average Pass-By Rate	40%

Pass-By Characteristics for Individual Sites

GLA (000)	State or Province	Survey Year	# Interviews	Pass-By Trip (%)	Non-Pass-By Trips			Adj Street Peak Hour Volume	Source
					Primary (%)	Diverted (%)	Total (%)		
45	Florida	1992	844	56	24	20	44	—	30
50	Florida	1992	555	41	41	18	59	—	30
52	Florida	1995	665	42	33	25	58	—	30
53	Florida	1993	162	59	—	—	41	—	30
57.23	Kentucky	1993	247	31	53	16	69	2659	34
60	Florida	1995	1583	40	38	22	60	—	30
69.4	Kentucky	1993	109	25	42	33	75	1559	34
77	Florida	1992	365	46	—	—	54	—	30
78	Florida	1991	702	55	23	22	45	—	30
82	Florida	1992	336	34	—	—	66	—	30
92.857	Kentucky	1993	133	22	50	28	78	3555	34
100.888	Kentucky	1993	281	28	50	22	72	2111	34
121.54	Kentucky	1993	210	53	30	17	47	2636	34
144	New Jersey	1990	176	32	44	24	68	—	24
146.8	Kentucky	1993	—	36	39	25	64	—	34

CONTACT INFO:

Prepared For:
ARL Design Group, Inc

Prepared By:
Grid Engineering
Amir Jamali, PE, AICP

P: (813) 400 0393
E: amir@gridengr.com
W: www.gridengr.com

Pasco County Schools
Dr. John Legg, Superintendent of Schools
7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

School Impact Analysis

Project Name	Blackwell Multifamily and Office Complex Project (Revised)	13-Nov-25
Project Location	North side of State Road 54, 0.34 miles east of Starkey Boulevard	
Parcel ID Numbers	30-26-17-0000-00600-0000 (15.36 acres)	
Property Owner/Developer	5415 Inc.	
Applicant	Richard Marcel	

This development will be subject to school impact fees and a school concurrency review. Any project that exceeds the adopted Level of Service will be required to mitigate the impacts that are created by the development.

Proposed Entitlements

Student Impacts		Student Generation Rates			Students Generated			
Housing Unit Type	# Units	Elementary School	Middle School	High School	Elementary School	Middle School	High School	Totals
Single Family	0	0.184	0.079	0.122	0	0	0	0
Multi-Family	290	0.093	0.04	0.05	27	12	15	54
Mobile Home	0	0.094	0.04	0.04	0	0	0	0
Totals	290				27	12	15	54

School Impacts*	School	2025-26 Current	Percent of	Enrollment with Proposed	Percent of Capacity with
School	Capacity	Enrollment	Capacity	Development	Proposed Development
Starkey Ranch K-8	2,104	1,981	94%	2,008	95%
Starkey Ranch K-8	2,104	1,981	94%	1,993	95%
River Ridge High	1,878	1,751	93%	1,766	94%

*School attendance boundaries are subject to change and could affect schools listed above.

THE BOARD OF COUNTY COMMISSIONERS **ORDINANCE NO. _____**

AN ORDINANCE AMENDING THE PASCO COUNTY COMPREHENSIVE PLAN; PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP (MAP 2-15 AND SHEET 19) FROM COM (COMMERCIAL) TO PD (PLANNED DEVELOPMENT) ON APPROXIMATELY 15.36 ACRES OF REAL PROPERTY LOCATED ON THE NORTH SIDE OF SR 54 APPROXIMATELY .3 MILES SOUTHEAST OF THE INTERSECTION OF SR 54 AND STARKEY BLVD; AND A TEXT AMENDMENT CREATING SUBAREA POLICY FLU 7.1.80 – BLACKWELL MIXED-USE PD; AND A MAP AMENDMENT TO THE FUTURE LAND USE MAP 2-9 ADDING SUBAREA MAP 2-9(80) BLACKWELL MIXED-USE PD; AND PROVIDING FOR ADDITIONAL TEXT AMENDMENTS AS NECESSARY FOR INTERNAL CONSISTENCY; AND PROVIDING FOR ADDITIONAL TEXT AMENDMENTS AS NECESSARY FOR INTERNAL CONSISTENCY; PROVIDING FOR A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapters 125 and 163, Florida Statutes, authorize and require the Board of County Commissioners of Pasco County to prepare and enforce a Comprehensive Plan for the development of the County; and

WHEREAS, the Board of County Commissioners adopted a Comprehensive Plan on June 15, 1989, which has been subsequently amended; and

WHEREAS, the Board of County Commissioners has determined that the proposed Amendment meets the criteria for a Comprehensive Plan Amendment pursuant to Section 163.3187, Florida Statutes; and

WHEREAS, the Board of County Commissioners has considered the staff report including data and analysis and has determined that the proposed Amendment is consistent with Part II, Chapter 163, Florida Statutes, and the Pasco County Comprehensive Plan; and

WHEREAS, all map amendments exclude applicable Transportation Corridor Preservation width as established in Table 7-2, as may be amended from time to time, of the Pasco County Comprehensive Plan; and

WHEREAS, the Local Planning Agency, on November 20, 2025, held a public hearing, with a quorum attending and voting, on the proposed Amendment to the Comprehensive Plan with due public notice provided, pursuant to Section 125.66(2), Florida Statutes, and found the proposed amendment consistent with the adopted Comprehensive Plan; and

WHEREAS, the Board of County Commissioners, on January 20, 2026, held an adoption public hearing, with a quorum attending and voting, on the proposed Amendment to the Comprehensive Plan with due public notice provided, pursuant to Section 163.3184, Florida Statutes, and considered all comments received during the public hearing.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Pasco County, Florida, as follows:

SECTION 1. FUTURE LAND USE ELEMENT MAP AMENDMENT.

The Official 2025 Future Land Use Comprehensive Plan Map 2-15 and Map Sheet No. 19 is hereby amended to change the Future Land Use classification from COM (Commercial) PD (Planned Development) on approximately 15.36 acres of real property, attached hereto as Exhibit A, and made a part hereof.

SECTION 2. FUTURE LAND USE ELEMENT TEXT AMENDMENT.

The Pasco County Comprehensive Plan, Future Land Use Element, Chapter 2, SUBAREA POLICY FLU 7.1.80 – BLACKWELL MIXED-USE PD, is hereby created, attached hereto as Exhibit B, and made a part hereof.

SECTION 3. FUTURE LAND USE SUBAREAS MAP AMENDMENT.

The Official 2025 Future Land Use Comprehensive Plan Series, Map 2-9, Subarea, is hereby replaced with Exhibit C, as attached hereto and made a part hereof.

SECTION 4. REPEALER.

All provisions of the Pasco County Comprehensive Plan adopted pursuant to Ordinance No. 89-13, as amended, in conflict herewith are hereby repealed.

SECTION 5. SEVERABILITY.

Each provision of this Ordinance and all Exhibits hereto is material to the Board of County Commissioners' adoption of this Ordinance. Accordingly, these provisions are not severable. In the event any section, subsection, sentence, clause, or provision of this Ordinance and/or any Exhibits hereto is declared illegal or invalid by a body with jurisdiction to make such determination, the remainder of this Ordinance and all Exhibits hereto shall be suspended until such time that the Board of County Commissioners modifies this Ordinance and/or Exhibits hereto to address the illegal or invalid provision of this Ordinance, and the remainder of this Ordinance after the exclusion of such part or parts shall be deemed to be valid.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall be transmitted to the Department of State by the Clerk to the Board by electronic mail within ten (10) days of the adoption of this Ordinance, and this Ordinance shall take effect upon confirmation by the Department of State of its receipt. The effective date of this Plan Amendment, if the Amendment is not timely challenged, shall be (thirty-one) 31 days after adoption. If timely challenged, this Amendment shall become effective on the date the state land planning agency, or the Administration Commission enters a final order determining the Amendment to be in compliance. No development orders, development permits, or land uses dependent on this Amendment may be effective or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this Amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

SECTION 5. LEGISLATIVE FINDINGS OF FACT

The foregoing Whereas clauses, incorporated herein, are true and correct.

ADOPTED by the Board of County Commissioners of Pasco County, Florida, in a session with a quorum present and voting this 20th day of January, 2026.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Jack Mariano, CHAIRMAN

Exhibit A

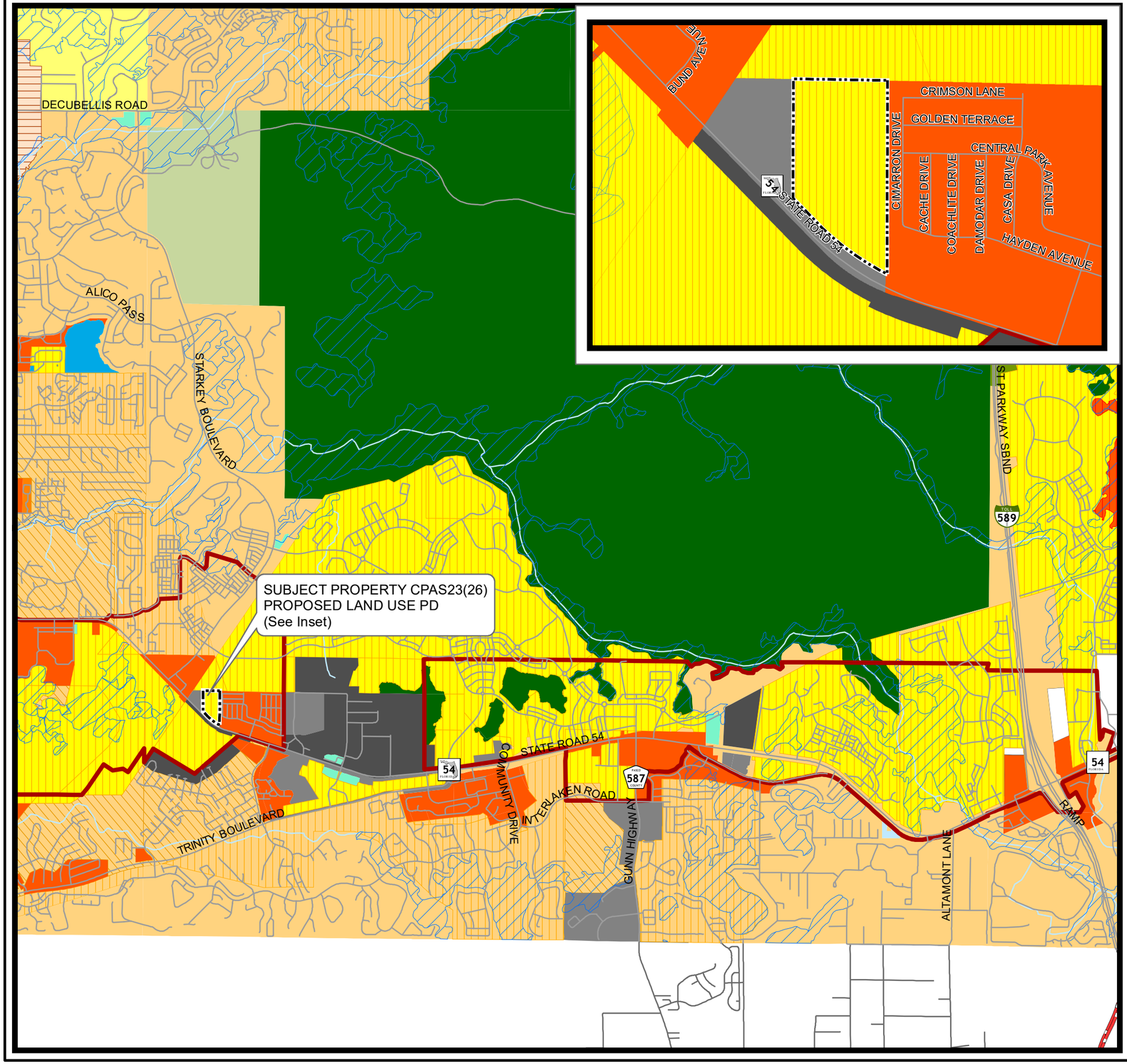
[This page intended to be blank]

THE COMPREHENSIVE PLAN OF UNINCORPORATED PASCO COUNTY FUTURE LAND USE 2025

CPAS24(12) PROPOSED LAND USE

T 2 6 S R 1 7 E

DATE ADOPTED: 06/15/1989 — **SHEET 19 OF 24** — ORDINANCE # 89-13

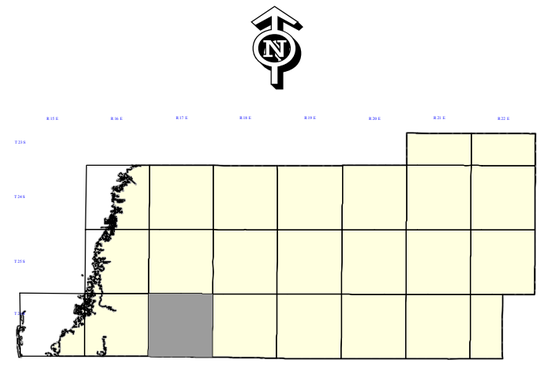


FUTURE LAND USE 2025 CLASSIFICATIONS

- AG — Agricultural
- AG/R — Agricultural / Rural
- AT — Major Attractors
- C/L — Coastal Land
- COM — Commercial
- CON — Conservation Land
- EC — Employment Center
- GH — Gateway Hub
- IH — Industrial - Heavy
- IL — Industrial - Light
- MU — Mixed Uses
- NPC — New Port Corners
- NT — New Town
- OFF — Office
- P/SP — Major Public / Semi - Public
- PD — Planned Development
- R/OS — Major Recreation / Open Space
- RES-1 — Residential
- RES-12 — Residential
- RES-24 — Residential
- RES-3 — Residential
- RES-6 — Residential
- RES-9 — Residential
- ROR — Retail / Office / Residential
- TC — Town Center
- VMU1 — Village Mixed Use - Type I
- VMU2A — Village Mixed Use - Type 2A
- VMU2B — Village Mixed Use - Type 2B

OVERLAYS

- CLASS I WETLANDS / LAKES
- CITY LIMITS
- FLEXIBLE PLAN BOUNDARY
- ROR OVERLAY
- PASADENA HILLS OVERLAY
- TRANSIT CENTER OVERLAY



N

0 0.475 0.95 1.9
Miles

Pasco County, Florida
Geographic Information Systems
(G.I.S.)
Information Technology

Modified By:	Date Saved:
jhelmrich	10/1/2024 3:50:28 PM

Path: T:\GIS Main\GISFlat02\FLU\CPAS23(26)\CPAS23(26)_MAP2-15_SHEET.mxd

Exhibit B

[This page intended to be blank]

BLACKWELL MIXED-USE PD SUBAREA

POLICY FLU 7.1.80: BLACKWELL MIXED-USE PD

Blackwell Mixed-Use PD (Planned Development) Subarea is identified as on Future Land Use Subarea Map 2-9 (80). This Subarea shall be zoned MPUD Master Planned Unit Development District and shall be consistent with the Goals, Objectives, and Policies (GOPs) of the Comprehensive Plan. Any development that would exceed the level of development allowed under this Subarea Policy shall require an amendment to Policy FLU 7.1.80, and such amendment shall be supported by data and analysis that demonstrates adequate public facilities, services, and infrastructure are available to accommodate the proposed density and intensity of development. Such amendment shall be consistent with the Goals, Objectives, and Policies of the Comprehensive Plan, and Chapter 163, Florida Statutes.

Intent: The intent of the Blackwell Mixed-Use PD Subarea is to allow for a mixture of residential and non-residential uses.

Maximum Levels of Development

General range of potential uses: Commercial, Medical Offices, Professional Offices/Services, Retail, and Multiple-family Apartments.

Land Use	Square Footage (SF)/Dwelling Units (DU)
Multiple-family Apartments	290 DU
Non-Residential Uses	100,000 SF

Blackwell Mixed-Use PD Subarea Development Standards

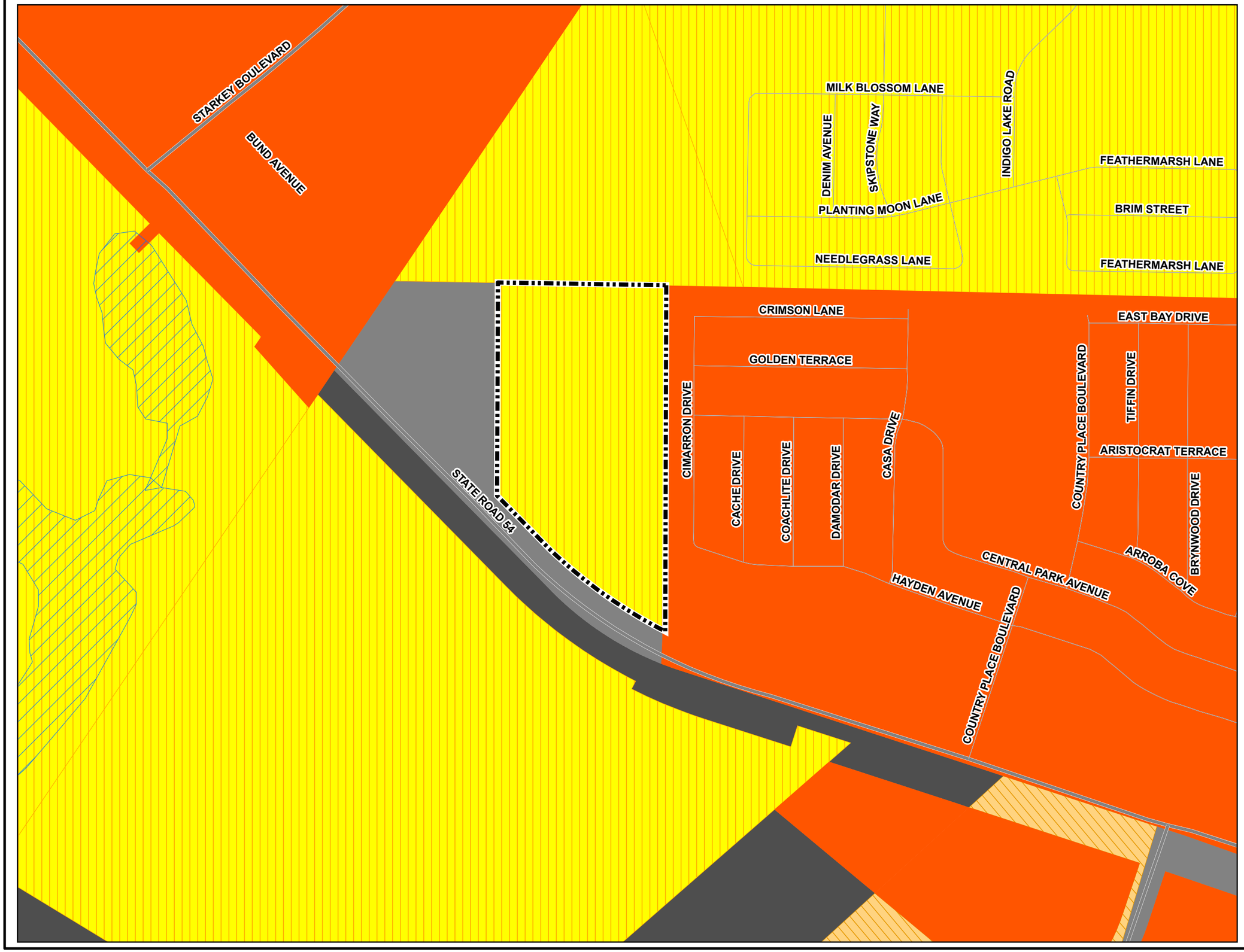
a. Building facades shall have enhanced and unified architectural features to add visual interest internally to this development.

b. Non-residential buildings shall be located along SR 54 with multiple-family apartments situated behind these uses to the rear. Buildings heights, enhanced setbacks, and buffering standards shall be enforced through the MPUD Master Planned Unit Development District Conditions of Approval (COAs) and Master Plan.

c. Pedestrian connectivity to adjacent uses shall be achieved through the MPUD Master Planned Unit Development District COAs and Master Plan to ensure adequate pedestrian facilities are provided internally to this development.

Exhibit C

[This page intended to be blank]



THE COMPREHENSIVE PLAN
OF UNINCORPORATED
PASCO COUNTY

MAP # 2-9 (80)
BLACKWELL
MIXED-USE PD
FLU Subareas

SUBAREA DETAILS

PROPOSED FLU CODE

Wetlands - Class I
Flexible Plan Boundry
City Limits

Future Land Use Categories

COMMERCIAL
INDUSTRIAL-HEAVY
INDUSTRIAL-LIGHT
PLANNED DEVELOPMENT
RESIDENTIAL-9
RETAIL/OFFICE/RESIDENTIAL

REVISIONS:

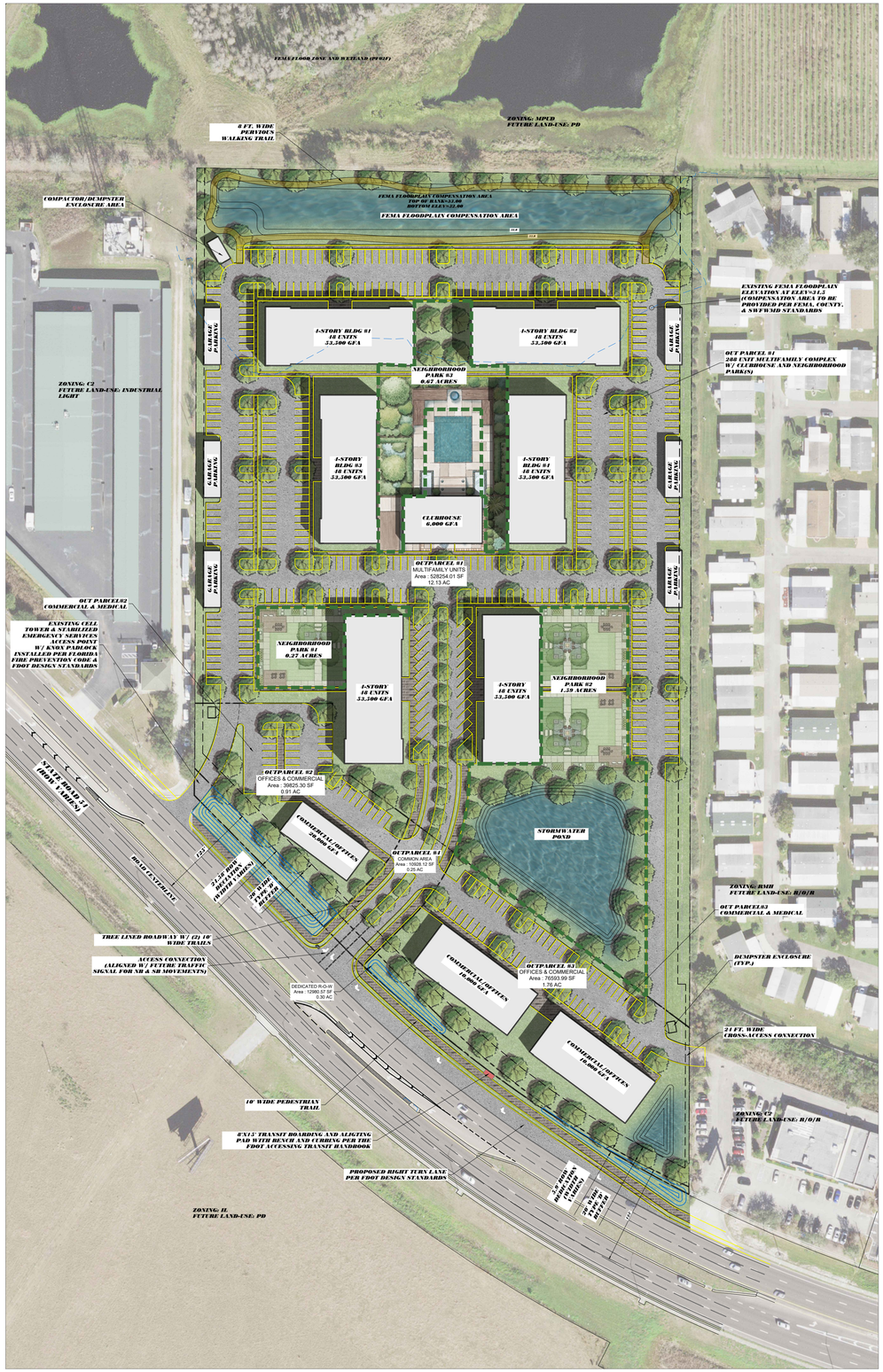
DATE	//	ORDINANCE #	DATE	//	ORDINANCE #
12/21/10	//	10-50			

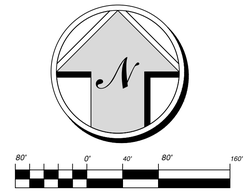
0 400 800
Feet
N W E S

jhelmrich 8/6/2024
T:\GIS Main\GISFlat02\FLU\CPAS23(23)\Map2-9(82).aprx

WETLAND LINE TABLE		
LINE	*LENGTH*	*BEARING*
WL1	74.87'	S89°05'43"E
WL2	85.16'	S61°44'01"W
WL3	41.60'	N05°01'56"E
WL4	22.43'	N89°01'43"W
WL5	26.85'	S00°24'02"E
WL6	19.02'	N84°19'29"W
WL7	71.34'	S13°29'54"W
WL8	25.40'	S69°11'03"W
WL9	15.24'	N47°00'57"W
WL10	27.72'	N79°54'41"W
WL11	65.48'	N19°34'33"E
WL12	35.40'	N43°08'27"W
WL13	101.95'	S89°05'43"E
WL14	95.55'	N00°11'06"E
WL15	12.01'	N30°11'04"W
WL16	43.64'	N30°11'04"W
WL17	77.68'	N33°43'36"W
WL18	60.03'	N00°50'04"E
WL19	93.36'	N15°17'48"E
WL20	23.14'	N78°26'27"E
WL21	11.56'	N78°26'27"E
WL22	276.53'	S00°11'06"W

WETLAND COORDINATE TABLE PER SWFWMD PEERMIT #42367391.000		
WETLAND POINT	*NORTHING*	*EASTING*
A–10	1405529.78	449180.05
A–11	1405489.45	449105.05
B–1	1405428.29	449634.75
B–2	1405435.04	449607.87
B–3	1405496.73	449629.81
B–4	1405522.57	449605.60
B–5	1405520.84	449707.53
B–6	1405493.89	449707.72
B–7	1405495.77	449688.79
B–8	1405427.02	449669.73
B–9	1405417.99	449645.99
C–50	1404605.29	449715.67
C–51	1404600.65	449693.00
C–52	1404510.58	449668.37
C–53	1404450.56	449667.49
C–54	1404379.19	449698.15
C–55	1404341.46	449720.09





SCALE: 1"= 80'
GRAPHIC SCALE

LAND-USE INFORMATION:

PLANNED DEVELOPMENT (PD)

PD FUTURE LAND-USE PER FLU A-6: *COMMERCIAL*

GENERAL RANGE OF POTENTIAL USES:
C-1 Neighborhood Commercial District per LDC 520
PO-2 Professional Office District per LDC 525
M-3 multifamily apartments per LDC 520

RESIDENTIAL DENSITY:
ALLOWABLE: 24 UNITS PER ACRE X 12.13 ACRES = 291 UNITS
REQUEST: 290 DWELLING UNITS

NON-RESIDENTIAL SQUARE FOOTAGE (SF):
NON-RESIDENTIAL AREAS SHALL NOT EXCEED 50,000 SF

ARL DESIGN GROUP, LLC
LAND PLANNING, PERMITTING, CIVIL ENGINEERING
LANDSCAPE, AND CONSTRUCTION MANAGEMENT
9269 STATE ROAD 54, SUITE 2, NEW PORT RICHEY, FL 34655
PHONE: (727) 488-1002
WWW.ARLDESIGN.NET

THE DESIGN AND IDEAS INCORPORATED, AS AN INSTRUMENT OF PROFESSIONAL SERVICE IS THE PROPERTY OF ARL DESIGN GROUP, LLC AND SHALL NOT BE USED IN WHOLE OR IN PART FOR ANY PURPOSES, PROJECT, DEVELOPMENT, CLOSING, ETC. WITHOUT WRITTEN AUTHORIZATION FROM THE ARL DESIGN GROUP, LLC. ALL RIGHTS ARE RESERVED. COPYRIGHT © 2023 ARL DESIGN GROUP, LLC. PLANS, BLOCKS, OR DRAWING LINE TYPES, DIMENSIONS CAN BE OBTAINED BY CONTACTING THE ARL DESIGN GROUP, LLC OFFICE AT (727) 488-1002

CERTIFICATE OF AUTHORIZATION #36127

5415, INC.
6915 STATE ROAD 54
NEW PORT RICHEY, FL
34653

PROJECT NAME:
BLACKWELL MIXED-USE
COMPPL-2023-00016

PROJECT LOCATION:
PARCEL ID NO. 30-26-17-0000-00600-0000
STATE ROAD 54
NEW PORT RICHEY, FL

SHEET NAME:
PD CONCEPTUAL PLAN

REVISIONS

PROJECT #:	
ORIGINAL DATE:	
CHECKED BY:	
DESIGNED BY:	

PD-1

AFFIDAVIT ATTESTING TO PROVIDING PUBLIC NOTICE

5415, Inc. - Gary Blackwell

Owner and Record Title Holder(s) or Authorized Representative Name(s)

That I am (we are) the owner(s) and record title holder(s) or the authorized representative for same of the following described property:

Parcel Identification Number(s) (List All): 30-26-17-0000-00600-0000

That this property constitutes the property for which an approval is requested according to project name (or owner name) and project number (if associated with a site plan) and variance(s) if listed below:

Project Name: 5415 Inc./Blackwell MF & Office Complex MPUD (RZ-777)

Project Number: RZ-777

Request:

That attached is the following:

✓ Proof of publication from the Tampa Bay Times (newspaper name, if applicable).

✓ Certificate of mailing for the notices, which were mailed on 11-7-2025 (Date).

✓ Photos showing the placement of and language on the signage, which was posted on 11-7-2025.

FURTHER AFFIANT SAYETH NOT

STATE OF Florida
COUNTY OF Pasco

(Date) 11/12/25

The foregoing instrument was acknowledged before me me by means of ☒ physical presence or ☐ online notarization, this November 12, 2025 (date) by GARY BLACKWELL (name of person acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification.

Seal:

JACQUELINE L. OLSON
Commission # HH 704060
Expires November 27, 2029

Jacqueline L. Olson
NOTARY PUBLIC

AFFIDAVIT OF PROOF OF PROVIDING PUBLIC NOTICE

It is the responsibility of the applicant to file the affidavit attesting to compliance with the public notification requirements and provide the supporting documentation 30 days prior to final action by the County. A sample Affidavit Attesting to Providing Public Notice is provided.

30 26 17 0000 00100 0000
MITCHELL RANCH PARTNERSHIP LTD
7916 EVOLUTIONS WAY STE 210
TRINITY, FL 34655-9900

30 26 17 0000 00100 0022
CBW STORAGE ENTERPRISES INC
C/O TRINITY TOWERS STORAGE 10409 STATE ROAD 54
NEW PORT RICHEY, FL 34655-2268

30 26 17 0000 00100 0023
SBA PROPERTIES INC
8051 CONGRESS AVE STE 100
BOCA RATON, FL 33487-1311

30 26 17 0000 00100 0024
WEHR ROBERT P TRUSTEE
1 CHEOAH TRL
LAKE SANTEETLAH, NC 28771-8400

30 26 17 0000 00200 0080
JEN TAMPA 14 LLC
1316 SWANN AVE
TAMPA , FL 33606

30 26 17 0000 00300 0000
DUKE ENERGY FLORIDA INC PROPERTY TAX DEPARTMENT
PO BOX 37996
CHARLOTTE , NC 28237

30 26 17 0000 00300 0010
DUKE ENERGY FLORIDA INC PROPERTY TAX DEPARTMENT
PO BOX 37996
CHARLOTTE , NC 28237

30 26 17 0000 00400 0050
ALGIL REALTY CO LLC
109 MONTGOMERY AVESTE 102
SCARSDALE, NY 10583

30 26 17 0000 00500 0000
MHC COUNTRY PLACE LLC C/O DUFF & PHELPS, A KROLL BUSINESS
311 W WASHINGTON MS 316
CHICAGO, IL 60607

30 26 17 0000 29900 0102
FL DEPT OF TRANSPORTATION BUREAU OF RIGHT OF WAY
11201 MCKINLEY DR
TAMPA, FL 33612-6456

30 26 17 0000 29900 1030
FL DEPT OF TRANSPORTATION BUREAU OF RIGHT OF WAY
11201 MCKINLEY DR
TAMPA, FL 33612-6456

30 26 17 0000 29900 1030
FL DEPT OF TRANSPORTATION BUREAU OF RIGHT OF WAY
11201 MCKINLEY DR
TAMPA, FL 33612-6456

30 26 17 0000 29900 1040
FL DEPT OF TRANSPORTATION BUREAU OF RIGHT OF WAY
11201 MCKINLEY DR
TAMPA, FL 33612-6456

30 26 17 0000 29900 1050
FL DEPT OF TRANSPORTATION BUREAU OF RIGHT OF WAY
11201 MCKINLEY DR
TAMPA, FL 33612-6456

30 26 17 0000 49900 0000
PASCO COUNTY FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY, FL 34653-2359

30 26 17 0080 00000 0030
CIRCLE K STORES INC ATTN: REAL ESTATE DEPT
3802 CORPOREX PARK DR STE 200
TAMPA, FL 33619-1125

30 26 17 0080 00000 0040
BEROV REALTY LLC
PO BOX 841452
PEMBROKE PINES, FL 33084

30 26 17 0090 00000 0020
LCW STATE ROAD 54 NEW PORT RICHEY LLC
6805 MORRISON BLVD STE 120
CHARLOTTE, NC 28211

30 26 17 0090 00000 0021
STATE ROAD 54 LLC
5514 PARK BLVD
PINELLAS PARK, FL 33781

U.S. POSTAGE PAID
ELFERS, FL
34680
NOV 07 25
AMOUNT
$15.40
S2324A502653-53

0000

ELFERS, FL 34680
NOV 07 2025
USPS

30 26 17 0090 00000 0010
STATE ROAD 54 LLC
5514 PARK BLVD
PINELLAS PARK, FL 33781

30 26 17 0000 00600 0000
5415 INC
6915 STATE ROAD 54
NEW PORT RICHEY, FL 34653-6023



ARL Design Group, llc
Phone: (727) 488-1002
Address: 8209 State Road 52, Hudson, FL 34667
Website: www.ARLDesign.net
Florida State Certified Professional Engineering Firm Certificate of Authorization: 36127

November 6, 2025

RE: Blackwell MF & Office Complex MPUD Comprehensive Plan Amendment CPAS23(26) and Rezoning (RZ-7778)

Dear Property Owner:

This letter is to notify you that Comprehensive Plan Amendment CPAS 23(26) has been filed to change the Comprehensive Plan Land Use Designation for parcel ID No. 30-26-17-0000-00600-0000. The amendment to the future land-use from Commercial (COM) to PD (Planned Development) allows for 290 dwelling units and 50,000 sf of commercial/medical uses.

This letter is to further notify you that Petition No. RZ-7778 has been filed in the name of 5415, Inc. for a change in zoning from an Agriculture (A-C) and General Commercial (C-2) to a Master Planned Unit Development (MPUD) District. The parcel ID No. is 30-26-17-0000-00600-0000, containing approximately 15.36 acres. The proposed modification allows for 290 dwelling units and 50,000 sf of commercial/medical uses.

The parcel is located on the north side of the corridor, approximately 0.33 mile east of the intersection of Starkey Boulevard and State Road 54.

The public hearings for the consideration of these applications will be held as follows:

Planning Commission	**11/20/25***	**West Pasco Government Center* 1st Floor, Board Room 8731 Citizens Drive New Port Richey, FL 34654**	**1:30 p.m.**
Board of County Commissioners	**01/20/26***	**West Pasco Government Center* 1st Floor, Board Room 8731 Citizens Drive New Port Richey, FL 34654**	**1:30 p.m.**

Dates and locations are subject to change based on continuances, please contact the Planning, Development and Economic Growth Department, at 727-847-8142.

The Application and all supporting documentation on file regarding the Comprehensive Plan Amendment can be viewed by contacting, Amy E. Tull, CPM, CNU-

ARL Design Group, llc
Phone: (727) 488-1002
Address: 8209 State Road 52, Hudson, FL 34667
Website: www.ARLDesign.net
Florida State Certified Professional Engineering Firm Certificate of Authorization: 36127

A, Planning Development, and Economic Growth Department, Pasco County Government Center, 8731 Citizens Drive, Suite 200, New Port Richey FL 34654; 727-847-8142; ahyler@pascocountyfl.net. The application and all supporting documentation on file regarding the Rezoning Application can be viewed by contacting, Kurt Siverson; Planner I, Planning Services, Planning, Development, and Economic Growth Department; West Pasco Government Center, 8731 Citizens Drive, Suite 210, New Port Richey, FL 34654; 727-847-8142; ksiverson@pascocountyfl.net.

If you are in opposition to the above-stated application, you will need competent, substantial evidence presented to support your opposition.

Any person desiring to appeal any decision made by the Planning Commission or Board of County Commissioners with respect to any matter considered at any meeting or hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based.

On occasion, applications may be continued. It is your responsibility to contact this office to confirm the above-scheduled public hearing dates. If you desire any additional information concerning this application, please contact the Pasco County Planning and Economic Growth Development.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact either the Pasco County Customer Service Center, 8731 Citizens Drive, New Port Richey, FL 34654, (727) 847-2411 (V) or the Pasco County Risk Management Office, 7536 State Street, New Port Richey, FL 34654, (727) 847-8028 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

Richard 'Rick' Marcel, Project Manager
Phone: 727-488-1002
Email: Rick@arldesign.net

63167

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE26-008 was published in said newspaper by print in the issues of 11/05/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____

Sworn to and subscribed before me this **11/05/2025**

Signature of Notary of Public

Personally known X or produced identification.

Type of identification produced _____

Notary Public State of Florida
Jean M Mitotes
My Commission HH 577686
Expires 7/31/2028

NOTICE OF PUBLIC HEARINGS
ON REZONINGS, CONDITIONAL USES
AND SPECIAL EXCEPTION FOR PROPERTIES
LOCATED IN PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasadena Hills Planning and Policy Committee will hold a public hearing on **Wednesday, November 19, 2025, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, January 6, 2026, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.** to consider applications for rezoning pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following applications:

1. Suma Properties Inc / Evans Place (Z/LU 26-02 aka Z/LU 25-12) petition for a rezoning from a MPUD Master Planned Unit Development District to a MPUD Master Planned Unit Development District for a parcel located at the southwest corner of the intersection of Handcart Road and Keller Road (aka 19-25-21-0000-01400-0000).

2. Robert & Angela Allen Alvarez / FL 1984 Robert Alvarez (aka Z/LU 26-02 aka Z/LU 25-13) petition for a conditional use for a 195-foot above ground level (AGL) monopole wireless communications facility (WCF) on an A-R Agricultural Residential District for a parcel located on the north side of Simon Road, approximately 180 feet west of Old Simons Road (aka 33-25-21-0020-11900-0020) and will contain a proposed 199-foot AGL (195-foot WCF with a 4-foot lightning rod) WCF within a 4,900 square foot fenced compound on the site containing approximately 5.64 acres.

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing on **Thursday, November 20, 2025, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, January 20, 2026, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, at 1:30 p.m.**, to consider applications for rezoning and/or conditional use pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following applications:

3. Kevin Sweetsky & Dawn De Pasquale / De Pasquale (RZ 7690) petition for a rezoning from a C-1 Neighborhood Commercial District to a C-2 General Commercial District for a parcel located at the southwest corner of Massachusetts Avenue and Kenna Street (aka 03-26-16-0070-01100-0080).

4. Little Generals, Tony W & Peter A & ET Al / Woodfield S & L (the MPUD (RZ 7956) petition for a rezoning from a MPUD Master Planned Unit Development District to a MPUD Master Planned Unit Development District amending the conditions of approval for a revised roadway layout of the Prather Road Extension and introduction of a Binding Concept Plan for the entire residential portion, generally located south of Declaration Drive and east of Ridge Road (aka 02-25-20-0010-00000-0000 et al).

5. Citrico Alliance, LLC / 5808 Little and Boss MPUD (RZ-7988) petition for a rezoning from an A-C Agricultural District and a C-2 General Commercial District to allow for the development of 74 single family detached homes, generally located south of Ross Lane and approximately 500 feet east of Little Road (aka 26-25-19-0000-00400-0000).

6. 5405 Rat / Blackwell MF & Office Complex MPUD (RZ-7738) petition for a rezoning from an A-C Agricultural District and a C-2 General Commercial District to allow for the development of 240 multi-family units and 50,000 square feet of commercial/medical uses, generally located north of State Road 54, approximately 0.25 mile south of Old Stanley Road and State Road 54 intersection (aka 30-26-17-0000-00300-0000).

7. 26108 Laurence Avenue LLC / Briar Creek Group Home (aka CU 26-09 aka CU25-12) petition for a conditional use for a Recreational Establishment and Care Facility in a R-4 High Density Residential District for a parcel located on the west side of Nature Trail, west of Zephyr Lake (aka 11-26-19-0010-00000-0110).

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing on **Thursday, November 20, 2025, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, to consider an application for a special exception pursuant to the provisions of the Pasco County Land Development Code, Chapter 200. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application:

8. Palomar Pasco 451 LLC / Lakewood Duplex (SE 7921) petition for a duplex in a R-3 Two Dwelling Residential District for a parcel located on the west side of Cotton Road, approximately 450 feet north of Lakewood Drive.

Information concerning this matter will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 280, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To intend how to participate in this hearing virtually, which requires advance registration, please visit https://mypasco.net/meetingregistration.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Pasco may require a verbatim record of the proceedings by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414 or at (727) 847-2411 ext. 4145.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8125 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit https://pasco.legistar.com/Calendar.aspx.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 Slade Street, New Port Richey, Florida 34654, (727) 847-8059 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY PASADENA HILLS POLICY AND PLANNING COMMITTEE
PASCO COUNTY PLANNING COMMISSION
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE26-008

November 5, 2025 63167


PUBLIC HEARINGS
PASCO County Florida
Open Spaces. Vibrant Places.
App. No. CPAS23(26)
COMPREHENSIVE PLAN AMENDMENT
FROM: COMMERCIAL
TO: PLANNED DEVELOPMENT
Local Planning Agency
11/20/25 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Board of County Commissioners
01/20/26 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
PlanPasco@MyPasco.net / 727-847-8140
Hearing/Voice Impaired Call 711
MyPasco.net/MeetingAgendas

PUBLIC HEARINGS

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

App. No. CPAS23(26)

COMPREHENSIVE PLAN AMENDMENT

FROM: COMMERCIAL

TO: PLANNED DEVELOPMENT

Local Planning Agency

11/20/25 **1:30 p.m.**

West Pasco Government Center, 8731 Citizens Drive, New Port Richey

Board of County Commissioners

01/20/26 **1:30 p.m.**

West Pasco Government Center, 8731 Citizens Drive, New Port Richey

PlanPasco@MyPasco.net / 727-847-8140

Hearing/Voice Impaired Call 711

MyPasco.net/MeetingAgendas


PUBLIC HEARINGS
PASCO
COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
App. No. RZ-7778
Project Type: REZONING
PROPOSED MODIFICATION TO THE ZONING CLASSIFICATION FROM AGRICULTURE (A-C) DISTRICT and C-2 GENERAL COMMERCIAL DISTRICT TO A MASTER PLANNED UNIT DEVELOPMENT (MPUD) ALLOWING FOR 290 DWELLING UNITS AND 50,000 SF OF COMMERCIAL/MEDICAL USES
Planning Commission
11/20/25 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Board of County Commissioners
01/20/26 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Planning@MyPasco.net / 727-847-8140
Hearing/Voice Impaired Call 711
MyPasco.net/MeetingAgendas

64300

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE26-009 was published in said newspaper by print in the issues of 11/09/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

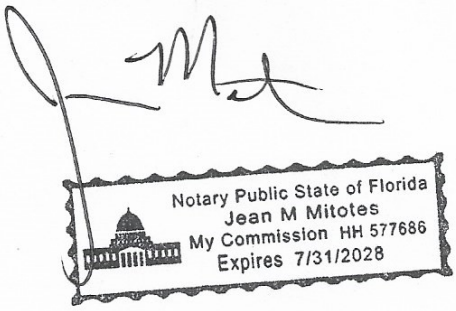
Signature of Affiant _____

Sworn to and subscribed before me this **11/09/2025**

Signature of Notary of Public

Personally known **X** or produced identification.

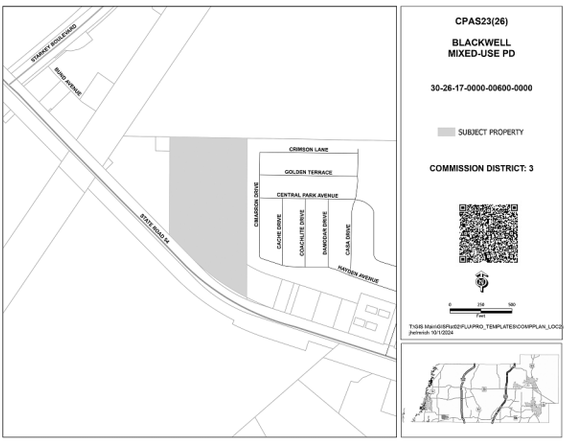
Type of identification produced _____



NOTICE OF AMENDMENT TO COMPREHENSIVE PLAN FOR PASCO COUNTY

The Pasco County Board of County Commissioners proposes to adopt the following:

AN ORDINANCE AMENDING THE PASCO COUNTY COMPREHENSIVE PLAN; PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP (MAP 2-15 AND SHEET 19) FROM COM (COMMERCIAL) TO PD (PLANNED DEVELOPMENT) ON APPROXIMATELY 15.36 ACRES OF REAL PROPERTY LOCATED ON THE NORTH SIDE OF SR 54 APPROXIMATELY .3 MILES SOUTHEAST OF THE INTERSECTION OF SR 54 AND STARKEY BLVD; A TEXT AMENDMENT CREATING SUBAREA POLICY FLU 7.1.80 – BLACKWELL MIXED-USE PD; A MAP AMENDMENT TO THE FUTURE LAND USE MAP 2-9 ADDING SUBAREA MAP 2-9(80) BLACKWELL MIXED-USE PD; PROVIDING FOR ADDITIONAL TEXT AMENDMENTS AS NECESSARY FOR INTERNAL CONSISTENCY; AND PROVIDING FOR ADDITIONAL TEXT AMENDMENTS AS NECESSARY FOR INTERNAL CONSISTENCY; PROVIDING FOR A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.



On Thursday, November 20, 2025, at 1:30 p.m., the Pasco County Planning Commission, convened as the Local Planning Agency, will hold a public hearing at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida to consider the consistency of the proposed amendment with the adopted Comprehensive Plan.

On Tuesday, January 20, 2026, at 1:30 p.m., the Pasco County Board of County Commissioners will hold an adoption public hearing at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida.

[CPAS23(26) Blackwell Mixed-Use PD]

Information concerning this matter will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (727) 847-2411 ext. 4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY LOCAL PLANNING AGENCY
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS

November 9, 2025 DB

64300-1

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 4 **FILE NO.:** PDE26-7894 **DATE:** 1/20/2026

SUBJECT: Zoning Amendment (Consent) - Decubellis and Little MPUD Master Planned Unit Development - Gene D. Little, Terry W. Little, Peter A. Little, et al. - A Rezoning Request from an MPUD Master Planned Unit Development to an MPUD Master Planned Unit Development to Amend the MPUD and Associated Infrastructure on Approximately 17.99 Acres Located Approximately 300 feet South of the Little Road and Decubellis Road Intersection on the East Side

REFERENCES: All Planning Commission (PC) and Board of County Commissioners (BCC) Public Hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): PC at NPR 11/20/2025 - BCC at NPR 1/20//2026

AGENDA SECTION: Public Hearings

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED BOARD ACTION:

Approve the proposed Substantial Modification to the MPUD subject to the attached Conditions of Approval. Authorize the Chairman to execute one (1) original of the Resolution provided, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

PROJECT OVERVIEW

Land Development Code (LDC) Section 402.2, Zoning Amendment - MPUD Master Planned Unit Development; Section 522 - MPUD Zoning District

Proposed is a substantial modification to the Decubellis and Little MPUD, amending the conditions of approval for a revised typical section for the Plathe Road Extension, the addition of a binding concept plan for the residential portions of the MPUD, and the incorporation of the Live Local tax exemption voluntary conditions of approval.

The County Engineer reviewed the proposed typical section for the Plathe Road Extension and was in agreement with the new section. It should be noted that this particular section of the Plathe Road Extension inside of the MPUD's boundaries will be maintained by the owner of the multi-family residential development. A public access easement shall be placed over the sidewalk, multi-use path, and the travel lanes to preserve public access and throughput. The Plathe Road Extension as depicted by the MPUD Master Plan shall not be mobility fee creditable, nor will the sidewalks, multi-use paths, and travel lanes be mobility fee creditable.

The proposed revised roadway typical supports/cooperates with the existing approval and intended users of the Decubellis and Little MPUD, including the integrated non-residential users as well as the residents of the multi-family residential complex. As illustrated by the MPUD Master Plan and Exhibit 1 "Binding Concept Plan" the applicant has committed to a people-first design creating a streetscape with active pedestrian

connectivity and live-play amenities such as linear parks, trails, open space, and a residential amenity center.

The applicant is also seeking the following variation from the LDC:
Variation No. 1 - **LDC Section 901.2,** *Transportation - Corridor Management,* from **LDC Section 901,** *Infrastructure Standards,* and any other applicable section of the LDC.

STAFF VARIATION REQUEST ANALYSIS:
Variation No. 1 - The applicant requests a variation from LDC section 901.2, proposing a variation from the Right of Way Preservation Tables, Corridor Width, for Plathe Road Extension from 60 feet to 24 feet for travel lanes plus 6 feet for a sidewalk and 8 feet for a multi-use path. Further, in lieu of deeding this right of way to the County, the applicant proposes to convey a public access easement to the County over the 24-foot travel lanes, 6-foot sidewalk and 8-foot multi-use path. Private parking for the project is proposed on both sides of the 24-foot travel lanes. Furthermore, the New Port Corners MPUD is constructing a parallel reliever road, Dusty Lane, that intersects with Decubellis and is able to carry a portion of the volume that the original alignment of Plathe Road was expected to carry. There is an attachment titled “Aventon Little Surrounding Access Exhibit” which shows the areas transportation network, highlighting the multiple transportation connections in the immediate area. PDE is amenable to this request, as it accomplishes the intent of LDC Section 901.2; full development of Plathe Road, maintaining corridor integrity and service availability.

The Decubellis and Little MPUD contains two parcels as noted below. The permitted uses and the entitlements are not changed by this action. The approved uses in the MPUD are as follows:

Residential Parcel: maximum of 354 Multi-Family Residential Units.
Mixed Use Parcel: maximum of 30 Multi-Family residential Units, minimum of 16,000 sf, maximum of 21,000 sf, non-residential uses.

The permitted uses of the 21,000 sf non-residential entitlement shall follow LDC Sections 523: PO-1 Professional Office District, 524: PO-2 Professional Office District, 525: C-1 Neighborhood Commercial District, and 526: C-2 General Commercial District.

This agenda memo was prepared by Kurt Siverson, Planner I.

SITE DETAILS

The project is located approximately 300 feet south of the Little Road and Decubellis Road intersection, abutting east of Little Road and south of Decubellis Road, in the West Market Area (Parcel ID No's: 02 26 16 0010 00600 0000, 02 26 16 0010 00500 0000, 02 26 16 0010 00500 0010, 02 26 16 0010 00400 0000, 02 26 16 0010 00300 0000, and 02 26 16 0010 00300 0010).

Commission District:	The Honorable Commissioner Lisa Yeager
Project Name:	Decubellis and Little MPUD
Applicants' Name(s):	Gene D. Little, Terry W. Little, Peter A. Little, et al.
Current Zoning District:	MPUD Master Planned Unit Development
Proposed Zoning District:	MPUD Master Planned Unit Development
Future Land Use (FLU) Classification:	ROR (Retail/Office/Residential), RES-24 (Residential-24 du/ga)
Water/Sewage	Pasco/Pasco
Flood Zone:	X
Approved Entitlements:	384 Multi-Family Units 21,000 SF Commercial/Retail
Roads/Access:	Little Road (County Arterial), Decubellis Road (County Collector)

MPUD SURROUNDING CONDITIONS ANALYSIS

The Decubellis and Little MPUD is planned for both multi-family residential uses and commercial/ employment generating uses along the Little Road frontage. The proposed MPUD is compatible with the immediate surrounding area which has developed as a mixed-use neighborhood that includes single-family, townhome, and multi-family uses with commercial areas in New Port Corners. This proposed MPUD will integrate with the New Port Corners road system and provide additional connectivity between New Port Corners and the surrounding built environment. The residents of and visitors to the subject site will have access to New Port Corners commercial amenities without having to put traffic on Little Road or Decubellis Road.

Within a 1-mile radius of the Decubellis and Little MPUD, MPUD approvals abut north and south, most notably:

1. North & South: New Port Corners MPUD: approved for 3400 residential units comprising single-family attached and detached residential units, multi-family residential units, age-restricted residential units, and 1,400,000 sf of non-residential uses by Resolution 22-12RZ (file PDD22-7598).

2. Southeast: Alico Estates MPUD (aka Timber Greens): approved for 950 single-family attached and detached residential units (GM98-051).

SURROUNDING ZONING AND LAND USES

	Zoning District	Future Land Use (FLU)	Existing Use
North	New Port Corners MPUD (Master Planned Unit Development)	ROR (Retail/Office/Residential), NPC (New Port Corners)	Primarily office, non-residential users, undeveloped land.
South	New Port Corners MPUD (Master Planned Unit Development)	NPC (New Port Corners)	Primarily residential users, undeveloped land.
East	E-R Estate Residential District, A-C Agricultural District	RES-3 (Residential-3 du/ga)	Primarily residential users, undeveloped land.
West	C-2 General Commercial District	ROR (Retail/Office/Residential)	Primarily commercial users.

PREVIOUS ZONING ACTION(S) AND BACKGROUND DETAILS

On July 22, 1980, the Board of County Commissioners (BCC) approved rezoning from A-C Agricultural Zoning to a C-2 General Commercial Zoning District (Parcel ID No. 02-26-16-0010-00600-0000).

On October 23, 1984, the BCC approved rezoning from A-C Agricultural Zoning District to an E-R Estate-Residential Zoning (Parcel ID No. 02-26-16-0010-00300-0010).

On August 22, 2023, the BCC approved rezoning from C-2 General Commercial District, E-R Estate Residential and A-C Agricultural District to MPUD Master Planned Unit Development in the name of Decubellis and Little MPUD (Parcel ID No.'s 02 26 16 0010 00600 0000, 02 26 16 0010 00500 0000, 02 26 16 0010 00500 0010, 02 26 16 0010 00400 0000, 02 26 16 0010 00300 0000, and 02 26 16 0010 00300 0010).

FINDINGS OF FACT

1. Proposed is a substantial modification to the Decubellis and Little MPUD, amending the conditions of approval for a revised typical section for the Plathe Road Extension, the addition of a binding concept plan for the residential portions of the MPUD, and the incorporation of the live local tax exemption conditions of approval.

2. The Decubellis and Little MPUD is located within the West Market Area and Commission District 4.
3. The ROR and RES-24 Future Land Use classifications of the Decubellis and Little MPUD support the proposed users.
4. The previously approved LDC variation requests, by BCC Resolution 23-62RZ, are to remain in effect by approval of this action.
5. On November 20, 2025, the proposed Substantial Modification was presented to the Planning Commission (PC). The PC voted to recommend approval to the Board of County Commissioners (BCC) of the proposed Substantial Modification to the Decubellis and Little MPUD Master Planned Unit Development District.
6. The proposed request is consistent with the Pasco County LDC, Chapter 400, Subsection 402.2 Zoning Amendment - MPUD Master Planned Unit Development, and with the applicable provisions of the Pasco County Comprehensive Plan.
7. LDC Section 402.2.C.8 specifies that variations from this Code may be reviewed and approved by the PC and BCC during the public hearing held on any application for an MPUD zoning amendment and the BCC finds, in the particular case, that the proposed variation meets or exceeds the intent of the Code. The Planning, Development, & Economic Growth Department (PDE) has reviewed the requested variation and finds it meets the intent of the LDC as noted.

PRELIMINARY FEASIBILITY ANALYSIS

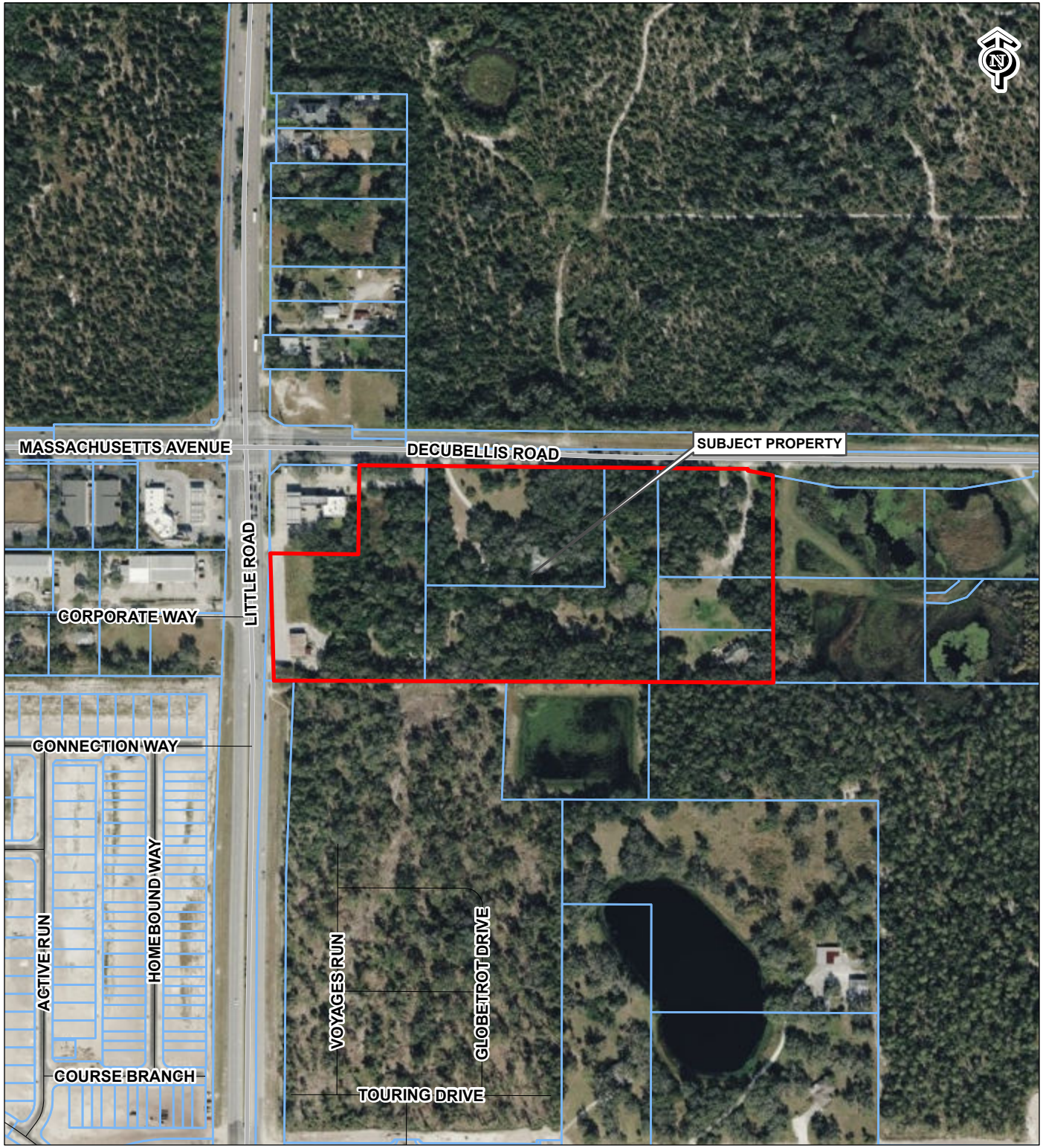
1. Timing and Phasing (T&P) and/or Substandard Road Analysis (SSRRA): The Transportation Planner found application SSRRA-2025-00115 exempt, citing that neither Decubellis nor Little Road are substandard roadways. Additionally, the Timing and Phasing Analysis T&P-2025-00045 was found exempt since the proposal does not seek a change in entitlements nor uses. The Transportation Planner is in agreement with the conditions of approval provided herein.
2. Pasco County Utilities (PCU): The Utilities Department had no objection to the proposal and are in agreement with the conditions of approval herein.
3. Pasco Sheriff's Office (PSO): The Sheriff's Office did not provide comments on the proposal.
4. Fire: The Fire Services Department had no objection to the proposal and are in agreement with the conditions of approval herein.
5. Emergency Management: The Emergency Management Department had no objection to the proposal and are in agreement with the conditions of approval herein.
6. Parks, Recreation, and Natural Resources (PRNR): The Parks, Recreation, and Natural Resources Department provided comments and are in agreement with the conditions of approval herein.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action.

DISTRIBUTION:
Board Records to distribute as set forth below:

1. Retain One Original

ATTACHMENT(S):
1. PDE26-7894: Visuals
2. PDE26-7894: Resolution
3. PDE26-7894: Exhibits A, B, C
4. PDE26-7894: Exhibit 1 Binding Concept Plan
5. PDE26-7894: Aventon Little Surrounding Access Exhibit
6. PDE26-7894: Ex Parte Packet
7. PDE26-7894: Proof of Notification
8. PDE26-7894: Proof of Publication



RZ-7894
MPUD TO MPUD

02-26-16-0010-00600-0000
ET AL

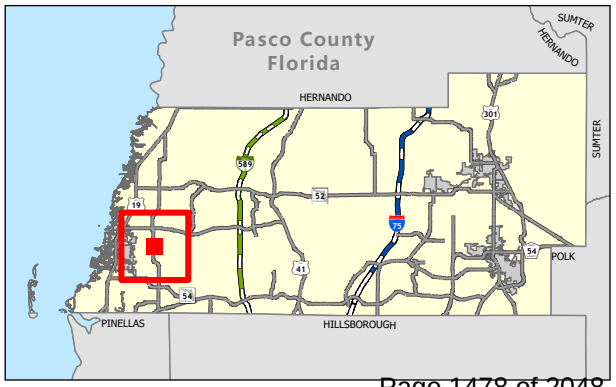
LITTLE GENE D & TERRY W &
PETER A & ET AL, PETER A
LITTLE TTEE / DECUBELLIS &
LITTLE MPUD
P O BOX 815
NEW PORT RICHEY, FL 34656
PHYSICAL ADDRESS:
8506 DECUBELLIS RD

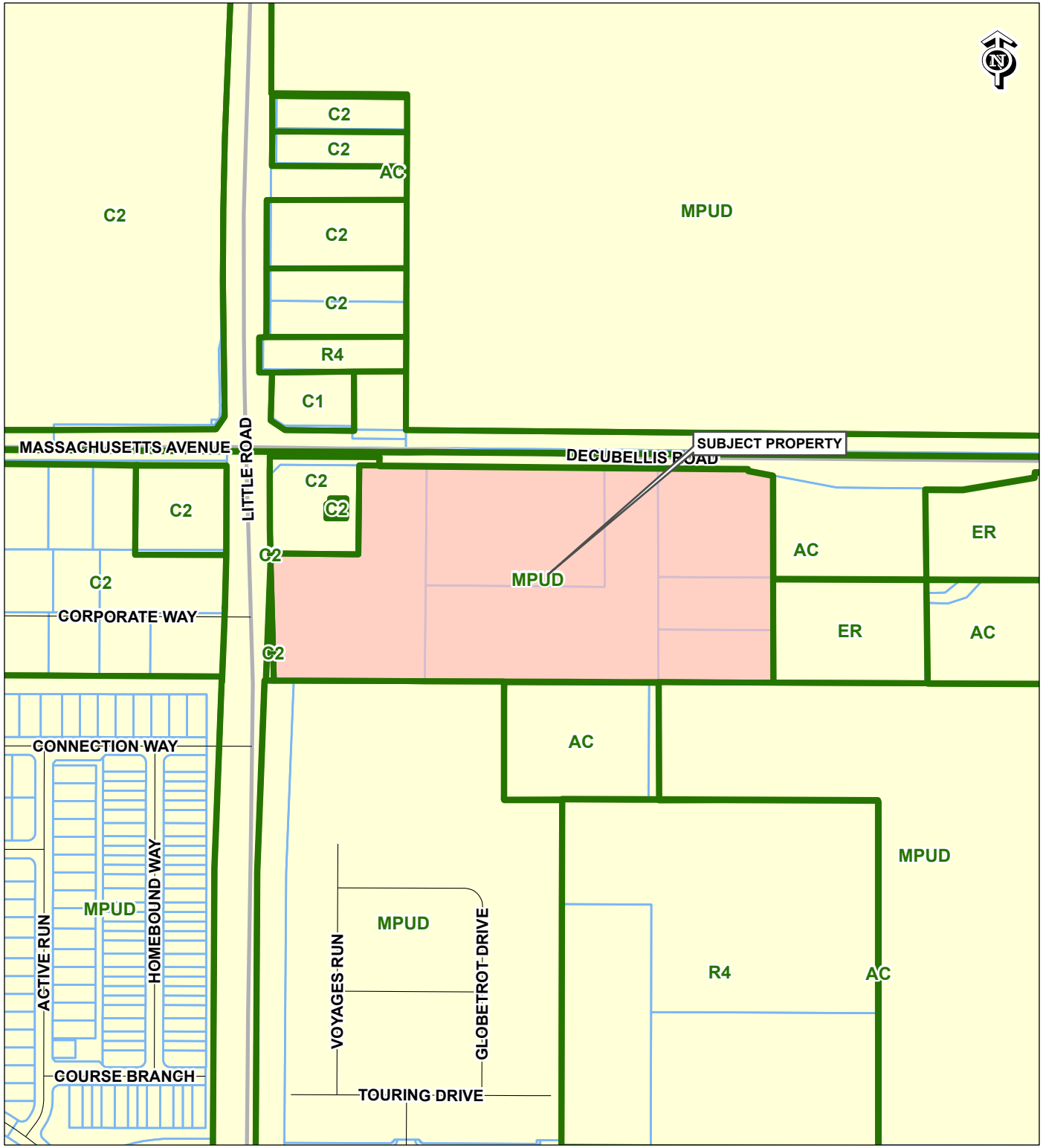
TAZ-193
COMMISSION DISTRICT: 4

SUBJECT PROPERTY

0 410 820
Feet

T:\GIS Main\GISFlat02\LocationMaps\Zoning\Zoning_Automation\Zoning_Automation.aprx Template_AERIAL jdaniel 7/8/2025





RZ-7894
MPUD TO MPUD

02-26-16-0010-00600-0000
ET AL

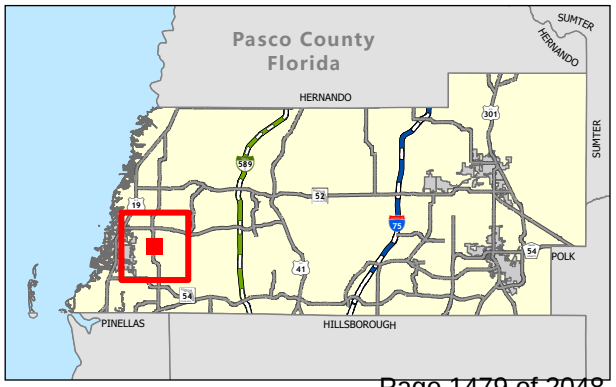
LITTLE GENE D & TERRY W &
PETER A & ET AL, PETER A
LITTLE TTEE / DECUBELLIS &
LITTLE MPUD
P O BOX 815
NEW PORT RICHEY, FL 34656
PHYSICAL ADDRESS:
8506 DECUBELLIS RD

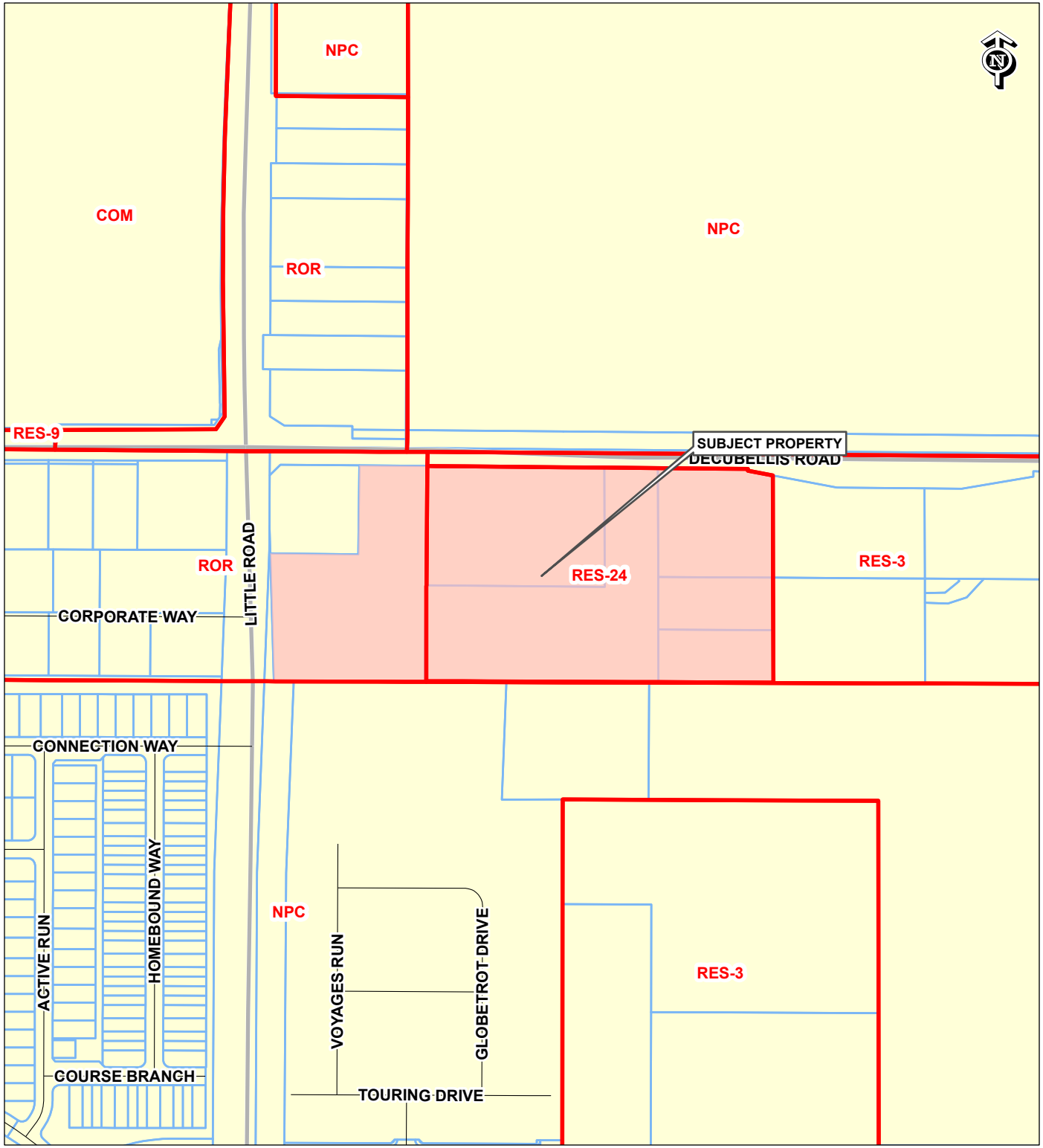
TAZ-193
COMMISSION DISTRICT: 4

SUBJECT PROPERTY
EXISTING ZONING

0 410 820
Feet

T:\GIS Main\GISFlat02\LocationMaps\Zoning\Zoning_Automation\Zoning_Automation.aprx Template_ZONING jdaniel 7/8/2025





RZ-7894
MPUD TO MPUD

02-26-16-0010-00600-0000
ET AL

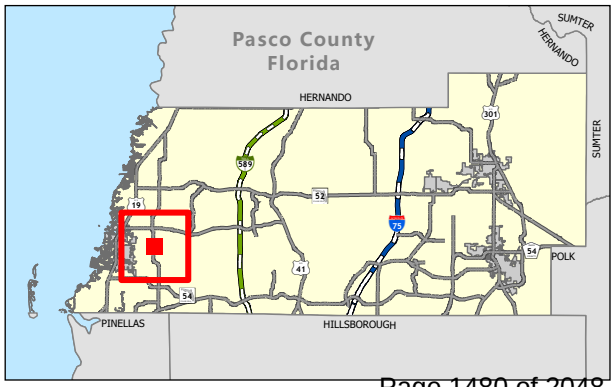
LITTLE GENE D & TERRY W &
PETER A & ET AL, PETER A
LITTLE TTEE / DECUBELLIS &
LITTLE MPUD
P O BOX 815
NEW PORT RICHEY, FL 34656
PHYSICAL ADDRESS:
8506 DECUBELLIS RD

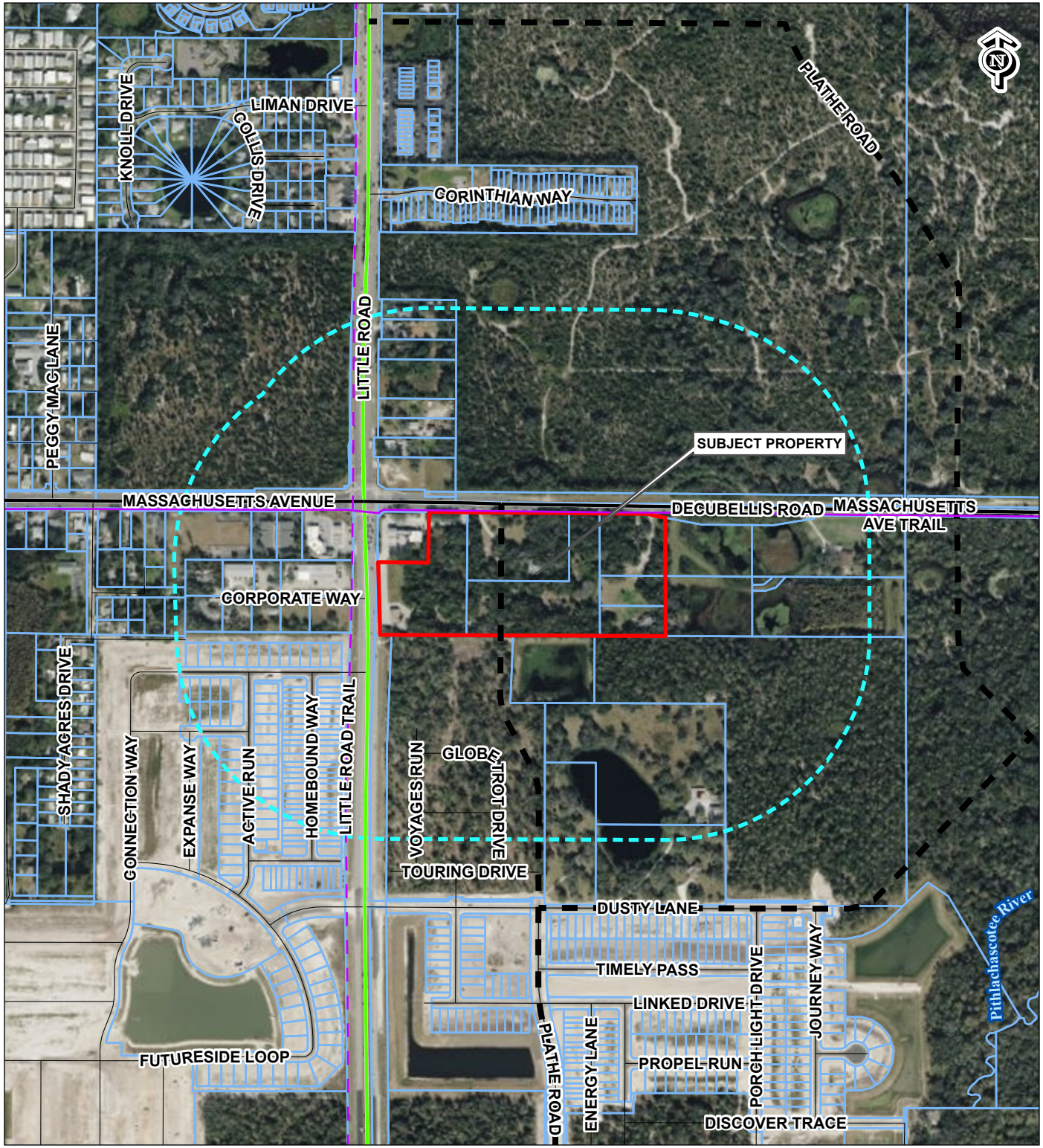
TAZ-193
COMMISSION DISTRICT: 4

SUBJECT PROPERTY
FUTURE LAND USE 2025

0 410 820
Feet

T:\GIS Main\GISFlat02\LocationMaps\Zoning\Zoning_Automation\Zoning_Automation.aprx Template_FLU jdaniel 7/8/2025





RZ-7894
MPUD TO MPUD

02-26-16-0010-00600-0000
ET AL

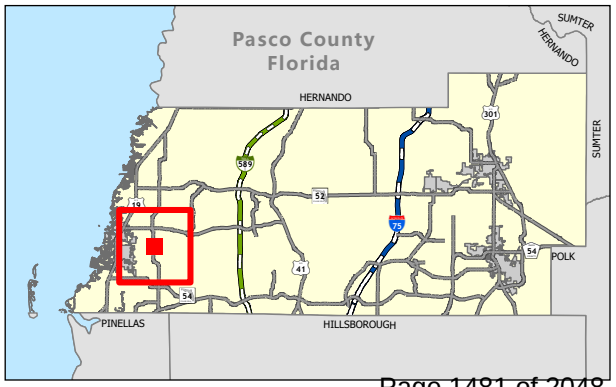
LITTLE GENE D & TERRY W &
PETER A & ET AL, PETER A
LITTLE TTEE / DECUBELLIS &
LITTLE MPUD
P O BOX 815
NEW PORT RICHEY, FL 34656
PHYSICAL ADDRESS:
8506 DECUBELLIS RD

TAZ-193
COMMISSION DISTRICT: 4

- Subject Property
- 1000ft Buffer
- Conceptual Trails / Planned
- Existing Trails
- Exisiting Arterial
- Existing Collector
- Vision Collector

0 700 1,400
Feet

T:\GIS Main\GISFlat02\LocationMaps\Zoning\Zoning_Automation\Zoning_Automation.aprx Template_CONTEXT_MAP jdaniel 7/8/2025



BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO. 26-18RZ**

RESOLUTION AMENDING ZONING CLASSIFCATION OF PROPERTY FROM AN MPUD MASTER PLANNED UNIT DEVELOPMENT DISTRICT TO AN MPUD MASTER PLANNED UNIT DEVELOPMENT DISTRICT AS DESCRIBED IN REZONING PETITION NO. 7894

WHEREAS, the Board of County Commissioners of Pasco County, after due public notice, held a public hearing on January 20th, 2026 on Rezoning Application No. 7894; and

WHEREAS, the Board of County Commissioners has heard the presentation and evidence of the applicant and individuals in opposition to and in favor of the application; and

WHEREAS, the Board of County Commissioners has reviewed the report and recommendations of the Planning Commission and the recommendation of the County staff and does hereby adopt the following findings of fact:

FINDINGS OF FACT

1. Proposed is a substantial modification to the Decubellis and Little MPUD amending the conditions of approval for a revised typical section for the Plathe Road Extension, the addition of a binding concept plan for the residential portions of the MPUD, and the incorporation of the voluntary Live Local conditions of approval.

2. The Decubellis and Little MPUD is located within the West Market Area and Commission District 4.

3. The ROR and RES-24 Future Land Use classifications of the Decubellis and Little MPUD support the proposed uses.

4. The previously approved LDC variation requests, by BCC Resolution 23-62RZ, are to remain in effect with approval of this action.

5. On November 20, 2025, the proposed Substantial Modification was presented to the Planning Commission (PC). The PC voted to recommend approval to the Board of County

Commissioners (BCC) of the proposed Substantial Modification to the Decubellis and Little MPUD Master Planned Unit Development District.

6. LDC Section 402.2.C.8 specifies that variations from this Code may be reviewed and approved by the PC and BCC during the public hearing held on any application for an MPUD zoning amendment. Variations shall be allowed where the BCC specifically finds, in the particular case, that the proposed variation meets or exceeds the intent of this Code.

a. The applicant requests a variation from LDC section 901, Infrastructure Standards, specifically 901.2, Transportation – Corridor Management, to introduce a 10-foot larger typical section to accommodate 24 feet total for travel lanes, 6 feet for a sidewalk, on-street parking on both sides of the travel lanes (angled and parallel parking stalls), and 10 feet for a multi-use path, which ends up being roughly 70 feet in total. Further, in lieu of dedicating this right of way to the County, the applicant proposes to convey a public access easement to the County over the 24-foot travel lanes, 6-foot sidewalk and 10-foot multi-use path. PDE is amenable to this request, as it accomplishes the intent of LDC Section 901.2; maintaining corridor integrity and service availability in addition to adequate pedestrian facilities. Additionally, the public access easements placed over the pedestrian facilities and travel lanes will reduce the associated maintenance and capital costs to the County, especially given that this portion of Plathe is not mobility fee creditable.

7. The proposed request is consistent with the Pasco County LDC, Chapter 400, Subsection 402.2 Zoning Amendment - MPUD Master Planned Unit Development, and with the applicable provisions of the Pasco County Comprehensive Plan. Further, the Board finds that the proposed variation from LDC Section 901 referenced above meets or exceeds the intent of the Code.

WHEREAS, the Board of County Commissioners has taken into consideration other factors relevant to the decision as to whether the rezoning request should be approved for the subject property.

WHEREAS, a description of the real property is attached hereto as Exhibit A and is made part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled with a quorum present and voting, this 20th day of January, 2026 that the rezoning petition of Decubellis and Little MPUD Master Planned Unit Development is hereby approved, subject to the conditions and master plan for the Decubellis and Little MPUD as set forth in Exhibits B and C attached hereto and made part hereof.

DONE AND RESOLVED this 20th day of January 2026.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
PASCO COUNTY, FLORIDA

ATTEST:

NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

Jack Mariano, CHAIRMAN

EXHIBIT A

LEGAL DESCRIPTION

TITLE DESCRIPTION:

PARCEL I:

A portion of Tracts 4 and 5, in PORT RICHEY LAND COMPANY subdivision, lying in Section 2, Township 26 South, Range 16 East, according to the plat recorded in Plat Book 1, Pages 60 and 61 of the Public Records of Pasco County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of said Section 2; thence along the North line of the Northeast 1/4 of Section 2, South 89°25'16" East for a distance of 500 feet to the POINT OF BEGINNING; thence continue along the North line of the Northeast 1/4 of Section 2, South 89°25'16" East for a distance of 646.51 feet; thence South 00°09'08" East for a distance of 650.28 feet to the South line of said Tract 4; thence along the South line of said Tracts 4 and 5 North 89°41'13" West for a distance of 654.81 feet (calculated); thence North 00°34'44" East for a distance of 653.27 feet to the POINT OF BEGINNING; Excluding the North 15 feet thereof for road right of way and excluding the South 35 feet of the North 50 feet thereof.

Subject to a slope easement as set forth in that certain Order of Taking recorded in Official Records Book 3076, Page 108, as amended in by Amended Order of Taking recorded in Official Records Book 3103, Page 738, Public Records of Pasco County, Florida.

ALSO Less and Except the property described in that certain Quit Claim Deed in Official Records Book 6557, Page 107, Public Records of Pasco County, Florida being more particularly described as follows:

A portion of Tracts 4 & 5, Port Richey Land Company Subdivision of Section 2, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1, Pages 60 and 61, of the Public Records of Pasco County, Florida, being further described as follows: Commence at the Northwest corner of the Northeast 1/4 of said Section 2, thence run along the North boundary line of the Northeast 1/4 of said Section 2, South 89°25'16" East, a distance of 500.00 feet; thence South 00°34'44" West, a distance of 50.00 feet to the South right-of-way line of Decubellis Road as now established; thence along said South right-of-way line, South 89°25'16" East, a distance of 497.50 feet to the point of beginning; thence continue along said South right-of-way line, South 89°25'16" East, a distance of 149.65 feet; thence South 00°09'08" East, a distance of 600.28 feet; thence North 89°41'15" West, a distance of 654.82 feet; thence North 00°34'44" East, a distance of 268.76 feet; thence South 89°25'16" East, a distance of 501.78 feet; thence North 00°09'08" West, a distance of 334.54 feet to the point of beginning.

Parcel II:

A portion of Tracts 4 & 5, Port Richey Land Company Subdivision of Section 2, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1, Pages 60 & 61, of the public records of Pasco County, Florida, being further described as follows:

Commence at the Northwest corner of the Northeast 1/4 of said Section 2, thence run along the North boundary line of the Northeast 1/4 of said Section 2, South 89°25'16" East, a distance of 500.00 feet; thence South 00°34'44" West, a distance of 50.00 feet to the South right-of-way line of Decubellis Road as now established; thence along said South right-of-way line, South 89°25'16" East, a distance of 497.50 feet to the point of beginning; thence continue along said South right right-of-way line, South 89°25'16" East, a distance of 149.65 feet; thence South 00°09'08" East, a distance of 600.28 feet; thence North 89°41'15" West, a distance of 654.82 feet; thence North 00°34'44" East, a distance of 268.76 feet; thence South 89°25'16" East, a distance of 501.78 feet; thence North 00°09'08" West, a distance of 334.54 feet to the point of beginning.

Parcel III:

A portion of Tracts 2, 3 and 4 of the Port Richey Land Company Subdivision of Section 2, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1 at pages 60 and 61 of the Public Records of Pasco County, Florida, being further described as follows:

COMMENCE at the Northwest corner of the Northeast quarter (NE1/4) of said Section 2; thence run along the North boundary line of said Section 2, South 89°25'16" East, a distance of 1,146.51 feet for a Point of Beginning; thence continue along the North boundary line of said Section 2, South 89°25'16" East, a distance of 747.78 feet; thence parallel with the East boundary line of said Section 2, South 0°09'08" East, a distance of 353.41 feet; thence North 89°33'14" West, a distance of 747.76 feet; thence North 0°09'08" West, a distance of 355.14 feet to the Point of Beginning; the North 15 feet being subject to the original Port Richey Land Company Subdivision road right-of-way; ALSO SUBJECT to an easement for ingress and egress along the West 30 feet of the above described property hereby reserved by grantors and their assigns;

LESS AND EXCEPT that portion for road right of way as set forth in that certain Stipulated Final Judgment recorded in Official Records Book 3101, Page 347, Public Records of Pasco County, Florida being more particularly described as follows:

PARCEL 119

A portion of Tracts 2, 3 and 4 of Port Richey Land Company Subdivision of Section 2, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1, Pages 60 and 61 of the Public Records of Pasco County, Florida, being further described as follows:

Commence at North ¼ corner of said Section 2; thence along the North boundary line of the Northeast 1/4 of said Section 2, South 89°29' 36" East, a distance of 1146.51 feet to the West boundary line of the Gene D. Little and Linda Little Parcel as described in Official Records Book 1242, Page 1422 of the Public Records of Pasco County, Florida; thence along the West boundary line of said Gene D. Little and Linda Little Parcel, South 00°13'05" East, a distance of 15.00 feet for a POINT OF BEGINNING; thence South 89°29'36" East, a distance of 747.78 feet to the East boundary line of said Gene D. Little and Linda Little Parcel; thence along the East boundary line of said Gene D. Little and Linda Little Parcel, South 00°13'05", a distance of 85.00 feet; thence North 89°29'36" West, a distance of 245.55 feet; thence North 79°17'22" West, a distance of 254.02 feet; thence North 00°30'24" East, a distance of 5.00 feet; thence North 89°29'36" West, a distance of 252.86 feet; thence to the West boundary line of said Gene D. Little and Linda Little Parcel; thence along the West boundary line of said Gene D. Little and Linda Little Parcel, North 00°13'05" West, a distance of 35.00 feet to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT the property described in that certain Warranty Deed recorded in Official Records Book 3312, Page 1418, Public Records of Pasco County, Florida being more particularly described as follows:

PARCEL 119.1

A portion of Tracts 2 and 3 of Port Richey Land Company Subdivision of Section 2, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1, Pages 60 and 61 of the Public Records of Pasco County, Florida, being further described as follows:

Commence at North 1/4 corner of said Section 2; thence along the North boundary line of the Northeast 1/4 of said Section 2, South 89°29'36" East, a distance of 1894.29 feet to the East boundary line of the Gene D. Little and Linda Little Parcel as described in Official Record Book 1242, Page 1422 of the Public Records of Pasco County, Florida; thence along the East boundary line of said Gene D. Little and Linda Little Parcel, South 00°13'05" East, a distance of 100.01 feet, for a POINT OF BEGINNING; thence continue along the East boundary line of said Gene D. Little and Linda Little Parcel, South 00°13'05" East, a distance of 253.40 feet to the Southeast corner of said Gene D. Little and Linda Little Parcel; thence along the South boundary line of said Gene D. Little and Linda Little Parcel, North 89°37'35" West, a distance of 425.02 feet; thence North 00°13'05" West, a distance of 286.77 feet; thence South 79°17'22" East, a distance of 182.78 feet; thence South 89°29'36" East, a distance of 245.55 feet, to the POINT OF BEGINNING.

Parcel IV:

The East one-half of the following described parcel:

A portion of Tract 3 and 4 of the Port Richey Land Company Subdivision of Section 2, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1 at Pages 60 and 61 of the Public Records of Pasco County, Florida, being further described as follows: Commence at the Northwest corner of the
Northeast quarter of said Section 2, Township 26 South, Range 16 East; thence run along the North boundary line of said Section 2, South 89 degrees 25'16" East a distance of 1,146.51 feet; thence South 00 degrees 09'08" East a distance of 502.72 feet to the point of beginning; thence South 89 degrees 37'17" East a distance of 322.68 feet; thence South 00 degrees 09'08" East a distance of 147.20 feet; thence North 89 degrees 41'13" West a distance of 322.66 feet; thence North 00 degrees 09'08" West a distance of 147.57 feet to the point of beginning.

And

The West one-half of the following described parcel:

A portion of Tract 3 and 4 of the Port Richey Land Company Subdivision of Section 2, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1 at Pages 60 and 61 of the Public Records of Pasco County, Florida, being further described as follows: Commence at the Northwest corner of the Northeast quarter of said Section 2, Township 26 South, Range 16 East; thence run along the North boundary line of said Section 2, South 89 degrees 25'16" East a distance of 1,146.51 feet; thence South 00 degrees 09'08" East a distance of 502.72 feet to the point of beginning; thence South 89 degrees 37'17" East a distance of 322.68 feet; thence South 00 degrees 09'08" East a distance of 147.20 feet; thence North 89 degrees 41'13" West a distance of 322.66 feet; thence North 00 degrees 09'08" West a distance of 147.57 feet to the point of beginning.

Together with an easement for ingress and egress over and across the West 30 feet of the following described parcel: A portion of Tract 3 and 4 of the Port Richey Land Company Subdivision of Section 2, Township 26 South, Range 16 East, as shown on plat recorded in Plat Book 1, Pages 60 and 61 of the Public Records of Pasco County, Florida, being further described as follows:

Commence at the Northwest corner of the Northeast quarter of said Section 2, Township 26 South, Range 16 East; thence run along the North boundary line of said Section 2, South 89 degrees 25'16" East a distance of 1,146.51 feet; thence South 00 degrees 09'08" East a distance of 355.14 feet to the point of beginning; thence South 89 degrees 33'14" East a distance of 322.70 feet; thence South 00 degrees 09'08" East a distance of 147.20 feet; thence North 89 degrees 37'17" West a distance of 322.68 feet; thence North 00 degrees 09'08" West a distance of 147.57 feet to the point of beginning. The West 30.00 feet thereof being subject to an easement for ingress and egress.

TITLE DESCRIPTION:

Parcel V:

A portion of Tracts 2, 3 and 4 of the Port Richey Land Company Subdivision of Section 2, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1 at Pages 60 and 61 of the Public Records of Pasco County, Florida, being further described as follows:

COMMENCE at the Northwest corner of the Northeast quarter (NE 1/4) of said Section 2; thence run along the North boundary line of said Section 2, South 89° 25' 16" East, a distance of 1,146.51 feet; thence parallel with the East boundary Line of said Section 2, South 0° 09' 08" East, a distance of 355.14 feet for a Point of Beginning; thence South 89° 33' 14" East, a distance of 747.76 feet; thence South 0° 09' 08" East, a distance of 293.41 feet to the South boundary line of said Tract 2; thence along the South boundary line of said Tracts 2, 3 and 4, North 89° 41' 13" West, a distance of 747.74 feet; thence North 0° 09' 08" West, a distance of 295.14 feet to the Point of Beginning; TOGETHER with an EASEMENT for ingress and egress along the West 30 feet of the adjacent following described property;

COMMENCE at the Northwest corner of the Northeast quarter (NE 1/4) of said Section 2; thence run along the North boundary line of said Section 2, South 89° 25' 16" East, a distance of 1,146.51 feet for a Point of Beginning; thence continue along the North boundary line of said Section 2, South 89° 25' 16" East, a distance of 747.78 feet; thence parallel with the East boundary line of said Section 2, South 0° 09' 08" East, a distance of 353.41 feet; thence North 89° 33' 14" West, a distance of 747.76 feet; thence North 0° 09' 08" West, a distance of 355.14 feet to the Point of Beginning.

LESS AND EXCEPT:

Exhibit "B" referenced in Warranty Deed recorded in O.R. Book 5678 Page 1737, Pasco County, Florida and described as follows:

The East one-half of the following described parcel:

A portion of Tract 3 and 4 of the Port Richey Land Company Subdivision 2, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1 at Pages 60 and 61 of the Public Records of Pasco County, Florida, being further described as follows: Commence at the Northwest corner of the Northeast quarter of said Section 2, Township 26 South, Range 16 East; thence run along the North boundary line of said Section 2, South 89 degrees 25'16" East a distance of 1,146.51 feet; thence South 00 degrees 09'08" East a distance of 502.72 feet to the point of beginning; thence South 89 degrees 37'17" East a distance of 322.68 feet; thence South 00 degrees 09'08" East a distance of 147.20 feet; thence North 89 degrees 41'13" West a distance of 322.66 feet; thence North 00 degrees 09'08" West a distance of 147.57 feet to the point of beginning.

And Less and Except:

Exhibit "C" referenced in Warranty Deed recorded in O.R. Book 3312 page 1415, Pasco County, Florida and described as follows:

PARCEL 127

A portion of Tracts 2 and 3 of Port Richey Land Company Subdivision of Section 2, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1, Pages 60 and 61 of the Public Records of Pasco County, Florida, being further described as follows:

Commence at North 1/4 corner of said Section 2; thence along the North boundary line of the Northeast 1/4 of said Section 2, South 89°29'36" East, a distance of 1894.29 feet to the East boundary line of the Gene D. Little and Linda Little Parcel as described in Official Record Book 1242, Page 1422 of the Public Records of Pasco County, Florida; thence along the East boundary line of said Gene D. Little and Linda Little Parcel, South 00°13'05" East, a distance of 353.40 feet to the Northeast corner of the Terry W. Little and Kathy Little Parcel as described in Official Record Book 1242, Page 1423 of the Public Records of Pasco County, Florida, for a POINT OF BEGINNING; thence along the East boundary line of said Terry D. Little and Kathy Little Parcel, South 00°13'05" East, a distance of 293.15 feet to the Southeast corner of said Terry W. Little and Kathy Little Parcel; thence along the South boundary line of said Terry W. Little and Kathy Little Parcel, North 89°45'21" West, a distance of 425.01 feet; thence North 00°13'05" West, a distance of 294.11 feet to the North boundary line of said Terry W. Little and Kathy Little Parcel; thence along the North boundary line of said Terry W. Little and Kathy Little Parcel, South 89°37'35" East, a distance of 425.02 feet, to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT the property described in that certain Warranty Deed recorded in Official Records Book 5690, Page 1750, Public Records of Pasco County, Florida being more particularly described as follows:

The West one-half of the following described parcel:

A portion of Tract 3 and 4 of the Port Richey Land Company Subdivision of Section 2, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1 at Pages 60 and 61 of the Public Records of Pasco County, Florida, being further described as follows: Commence at the Northwest corner of the Northeast quarter of said Section 2, Township 26 South, Range 16 East; thence run along the North boundary line of said Section 2, South 89 degrees 25'16" East a distance of 1,146.51 feet; thence South 00 degrees 09'08" East a distance of 502.72 feet to the point of beginning; thence South 89 degrees 37'17" East a distance of 322.68 feet; thence South 00 degrees 09'08" East a distance of 147.20 feet; thence North 89 degrees 41'13" West a distance of 322.66 feet; thence North 00 degrees 09'08" West a distance of 147.57 feet to the point of beginning.

Together with beneficial easement rights as contained in that certain Non-exclusive vehicular and pedestrian access easement recorded _____ __, 2025 in Book ____, Page __, Public Records of Pasco County, Florida.

SCHEDULE BII EXCEPTIONS:

First American Title Insurance Company, commitment for title insurance No. 110660360, bearing an effective date of March 26, 2025.

Items 1-8 & 18-19 are not survey matters are are not shown hereon.

9. Easement reserved in that certain Warranty Deed recorded March 25, 1983 recorded in Book 1242, Page 1422. (As to Parcel III) **PLOTTED HEREON**

10. Sign Lease by and between W. D. Little and Michealine Little (Lessor) and Earthtone, Inc., a Florida corporation recorded June 16, 1983 in Book 1260, Page 1803, as affected by that certain Clarification of Sign Lease recorded June 4, 1997 in Book 3752, Page 1834, as amended by Addendum to Clarification of Sign Lease recorded May 27, 1998 in Book 3940, Page 1499. (As to the Easement Parcel) **PLOTTED HEREON**

11. Slope Easement in favor of Pasco County, a political subdivision of the State of Florida as set forth in that certain Order of Taking recorded October 14, 1992 in Book 3076, Page 108, as by that certain Amended Order of Taking recorded Book 3103, Page 738. (As to Parcel I and II) **PLOTTED HEREON**

12. Slop Easement in favor of Pasco County, a political subdivision of the State of Florida as set forth in that certain Stipulated Final Judgment recorded December 28, 1992 in Book 3101, Page 347. (As to Parcel III) **PLOTTED HEREON**

13. Reciprocal Easement Agreement by and between Hogan Burt Development, Inc., Florida corporation and Gene D. Little, Terry W. Little, Peter A. Little and Mary Pfost recorded May 27, 1998 in Book 3940, Page 1516. (As to the Easement Parcel) **PLOTTED HEREON**

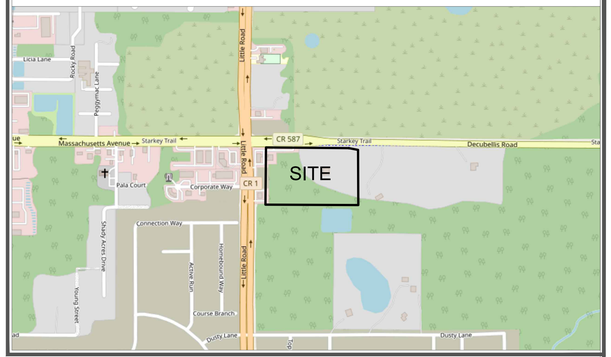
14. Easement for ingress and egress as set forth in that certain Warranty Deed recorded January 12, 2004 in Book 5690, Page 1750. (As to Parcel IV) **PLOTTED HEREON**

15. Easement for ingress and egress and Utilities as set forth in that certain Quitclaim deed recorded March 18, 2005 in Book 6275, Page 1802. (As to Parcel IV) **PLOTTED HEREON**

16. Easement for ingress and egress and Utilities as set forth in that certain Quitclaim deed recorded March 18, 2005 in Book 6275, Page 1804. (As to Parcel III) **PLOTTED HEREON**

17. Easement in favor of Progress Energy, a Florida corporation recorded May 23, 2005 in Book 6382, page 38. (As to Parcel IV) **DESCRIBES A 10' EASEMENT LYING OVER UTILITY FACILITIES LOCATED ON PARCEL 4 - BLANKET IN NATURE - NOT PLOTTED**

VICINITY MAP - NOT TO SCALE



SURVEYOR'S NOTES:

1) Easements, encumbrances, rights-of-ways, reservations, agreements and other similar matters taken from First American Title Insurance Company, commitment for title insurance No. 110660360, bearing an effective date of March 26, 2025.

2) This survey is limited to above ground visible improvements along and near the boundary lines, except as shown hereon, and that nothing below the ground was located including, but not limited to foundations (footings), utilities, etc.

3) Bearings shown hereon are based on the south Right-of-Way of Decubellis Rd, having a Grid bearing of S.89°29'06"E. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 ADJUSTMENT) for the west Zone of Florida.

4) This survey is intended to be displayed at 1" = 60' or smaller on Sheet 2 and 1" = 20' or smaller on sheets 3-7.

5) All boundary line dimensions are field measured unless otherwise noted.

6) Additions or Deletions to survey maps or reports by other than the signing party or parties is prohibited without the written consent of the signing party or parties.

7) The subject property lies in Flood Zone "X", according to Flood Insurance Rate Map, Map No. 12101C0193F for Pasco County Unincorporated Areas, Community No. 120230, Pasco County, Florida, dated 9/26/14 and issued by the Federal Emergency Management Agency. Lines shown have been digitally translated from DFIRM database information supplied by the FEMA Map Service Center https://msc.fema.gov).

8) Parcels shown hereon, are contiguous along their common boundaries without gap, gore, hiatus, or overlap.

9) Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing hereon shall be construed to give any rights or benefits to anyone other than those certified to.

10) On this drawing, certify means to state or declare a professional opinion of conditions regarding those findings or facts which are the subject of the certification and does not constitute a warranty or guarantee, either implied or expressed. This certification is only for the lands as described. This certification is not a certificate of title, easements, zoning or freedom of encumbrances.

11) The lands described hereon may contain lands that are considered environmentally sensitive wetlands that are subject to claim or restriction by one or more of the following agencies: Army Corp. of Engineers, Southwest Florida Water Management District (S.W.F.W.M.D.), or Department of Environmental Protection (D.E.P.). Wetland lines and areas, if any, are not shown hereon.

12) Underground utilities shown hereon may be based solely or in part on the following: Markings provided by utility companies, plans requested from utility providers, observed above ground evidence and remote sensing measurements taken by the surveyor. All evidence of underground utilities made available to the surveyor are shown hereon. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. Where additional or more detailed information is required, the user of this survey is advised that excavation and/or a private utility locate request may be necessary. Due to limitations outside the surveyor's control, underground infrastructure or utilities may exist within or near the subject property that are not depicted hereon.

13) It is hereby certified that a survey of the hereon described property was made under my supervision and meets the standards of practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.060 FAC, pursuant to Section 472.027, FS.

14) Elevations shown hereon are based on the North American Vertical Datum of 1988 (NAVD 88), based on National Geodetic Survey Benchmark "Q677", having a published elevation of 34.42 feet (NAVD 88).

15) No visible evidence of grave sites, burial grounds or cemeteries on subject property.

16) No observed evidence of substantial areas of refuse located on the property.

17) The subject property has direct access to and is contiguous with Decubellis Road, being dedicated public streets or highway with no gaps, gores or overlaps.

18) Per table a Item No. 16, no evidence of recent earth moving work, building construction, or building additions was observed in the process of conducting the fieldwork.

19) Per table a Item No. 17, no apparent changes in street right of way lines either completed or proposed, and available from the controlling jurisdiction.

20) Per table a Item No. 18, no offsite easements known to the surveyor.

SURVEYOR'S CERTIFICATION:

To: TBD

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 6(b), 8, 10, 11, 13, 14, 16, 17, 18, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 03/20/2025.

Pierson A. Monetti
Professional Land Surveyor No. 7227
In the State of Florida

Survey Datum
Horizontal Datum NAD83
Vertical Datum NAVD88

PIERSON A. MONETTI, P.L.S. License Number 7227 STATE OF FLORIDA Professional Surveyor and Mapper

Surveyor's Certificate

This survey not valid without the original signature and seal of a Florida Professional Surveyor and Mapper, or a digital signature complying with 5J-17 Florida Statutes

Pierson A Monetti, LS 7227

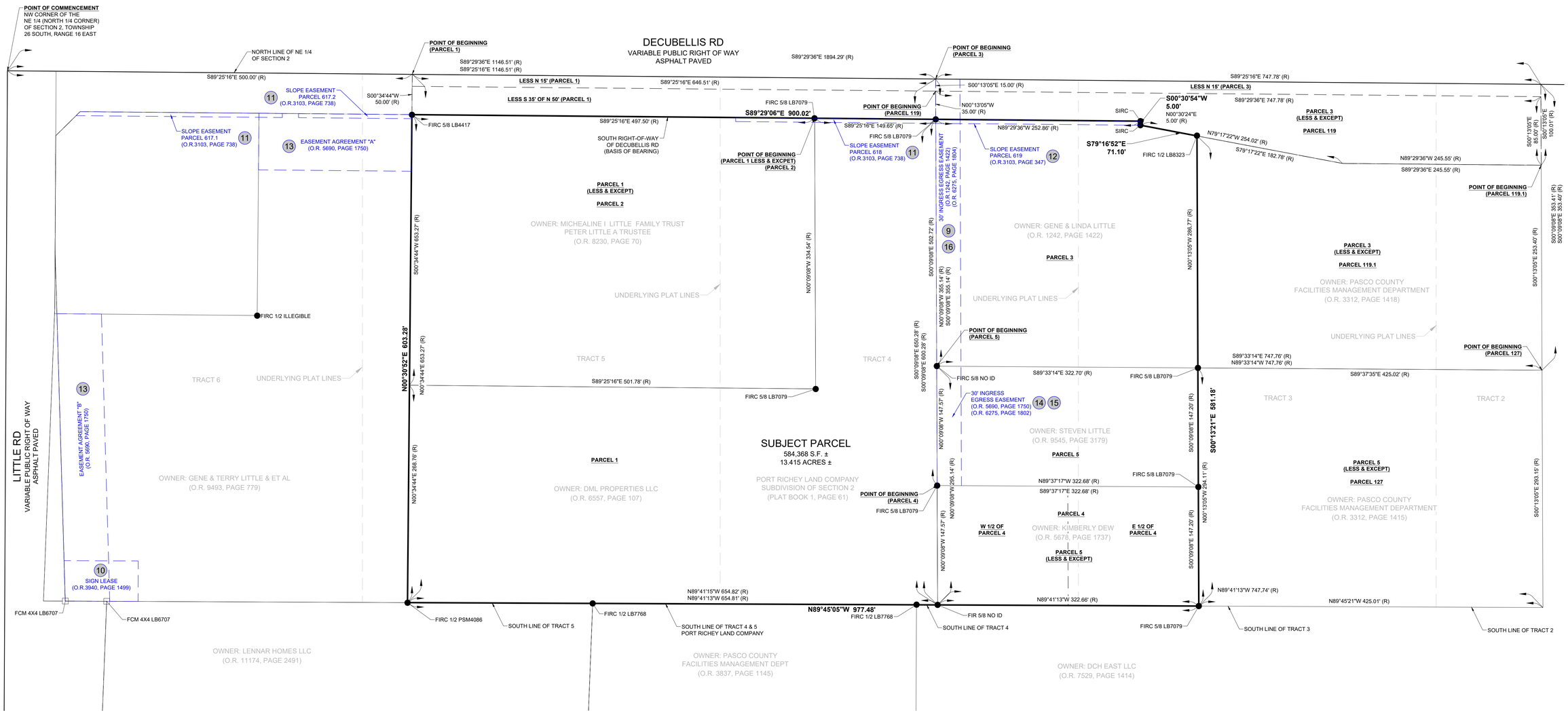
Survey History

Date	Description	By
3/19/25	Last field data acquisition	NC

MRIC SPATIAL
701 S. Howard Avenue, Suite 106-320
Tampa, FL 33606
813-515-0821
MRICSpatial.com
Licensed Business #8325

Decubellis & Little Rd
ALTA Boundary, Topographic, & Tree Survey
8620 Decubellis Rd, New Port Richey, FL 34654
Prepared for:
Aventon Companies
Section 2, Township 26 South, Range 16 East,
Pasco County, Florida

Project Number: 250027 | **Sheet 1 of 7**



LEGEND

BFP ..... Back Flow Preventor
BOB ..... Bottom of Box
CONC. ..... Concrete
CMP ..... Corrugated Metal Pipe
EL ..... Elevation
FFE ..... Finished Floor Elevation
GTI ..... Grate Top Inlet
HDPE ..... High-Density Polyethelene
INS# ..... Instrument Number
INV ..... Invert
LB ..... Licensed Business
MES ..... Mitered End Section
MHW ..... Mean High Water
O.R. ..... Official Records Book
OCS ..... Outlet Control Structure
OSW ..... Other Surface Waters
(P) ..... Plat Measurement
Pg ..... Page
PVC ..... Polyvinyl Chloride

(R) ..... Record Measurement
RCP ..... Reinforced Concrete Pipe
SHW ..... Seasonal High Water
THT ..... Control Structure Throat
(TYP) ..... Typical
VCP ..... Vitrified Clay Pipe

FAD ..... Found Aluminum Disk
FAXL ..... Found Axle
FBD ..... Found Brass Disk
FBM ..... Found Bench Mark
FCM ..... Found Conc. Monument
FDH ..... Found Drill Hole
FIP ..... Found Iron Pipe
FIPC ..... Found Iron Pipe and Cap
FIR ..... Found Iron Rod
FIRC ..... Found Iron Rod and Cap
FMG ..... Found Mag Nail
FMGD ..... Found Mag Nail and Disk

FND ..... Found Nail & Disk
FNL ..... Found Nail
FPIP ..... Found Pinched Iron Pipe
FPK ..... Found PK Nail
FPKD ..... Found PK Nail and Disk
FX ..... Found X Cut
RING ..... Metal Detector Ring
SIRC ..... Set Iron Rod and Cap
SMG ..... Set Mag Nail
SMGD ..... Set Mag Nail and Disk
SNL ..... Set Nail
SX ..... Set X Cut
GCP ..... Ground Control Point
PCP ..... Permanent Control Point
PRM ..... Permanent Reference Monument
TBM ..... Temporary Bench Mark
TRP ..... Traverse Point
WP ..... Work Point

AC ..... Air Conditioner Unit
..... Backflow Preventer
..... Benchmark
..... Bollard
CO ..... Cleanout
..... Crosswalk Signal Pole
..... Delineator Post
..... Fire Dept. Connection
..... Fire Hydrant
FP ..... Flag Pole
FL ..... Flood Light
..... Grate Top Inlet
..... Guy Anchor
..... Utility Pole
..... Light Pole
TFR ..... Transformer
MB ..... Mail Box
..... Monitoring Well
S ..... Sanitary Cleanout

SRVC ..... Service Cabinet
..... Sign
TSP ..... Traffic Signal Pole
WF ..... Wetland Flag
YD ..... Yard Drain
BWL ..... Broken White Line
BYL ..... Broken Yellow Line
C ..... Communications Line
DWL ..... Double White Line
DYL ..... Double Yellow Line
E ..... Electric Line
G ..... Gas Line
I ..... Irrigation Line
OU ..... Overhead Utility Lines
R ..... Reclaim Line
S ..... Sanitary Sewer Line
SD ..... Storm Drain Line
SYL ..... Solid Yellow Line

SWL ..... Solid White Line
TOB ..... Top of Bank
U ..... Utility Line
W ..... Water Line
..... Train Tracks
..... Fence
..... Gate
..... Guard Rail
..... Hand Rail
C ..... Cable Handhole
E ..... Electric Handhole
G ..... Gas Handhole
I ..... Irrigation Handhole
S ..... Sanitary Handhole
U ..... Utility Handhole
W ..... Water Handhole
C ..... Comm Box
E ..... Electric Box

I ..... Irrigation Box
R ..... Reclaimed Water Box
T ..... Traffic Control Box
U ..... Utility Box
W ..... Water Box

D ..... Drainage Manhole
E ..... Electric Manhole
G ..... Grease Manhole
M ..... Manhole
S ..... Sanitary Manhole
U ..... Utility Manhole

..... Comm Marker
..... Electric Marker
..... Gas Marker
..... Irrigation Marker
..... Reclaim Marker

..... Sanitary Marker
..... Utility Marker
..... Water Marker

..... Electric Meter
..... Gas Meter
..... Irrigation Meter
..... Reclaimed Water Meter
..... Sanitary Meter
..... Utility Meter
..... Water Meter

..... Comm Pedestal
..... Electric Pedestal
..... Utility Pedestal

..... Comm Vault
..... Electric Vault
..... Utility Vault

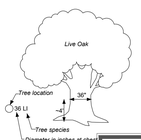
ARV ..... Air Release Valve
..... Force Main Valve
..... Gas Valve
..... Irrigation Valve
..... Reclaimed Water Valve
..... Sanitary Valve
..... Utility Valve
..... Water Valve
..... Boundary Line

..... Asphalt
..... Concrete
..... Building
52.3 ..... Elevation in Feet
Elevation Shot Location

TREE LEGEND

ARV ..... Arborvitae
BIR ..... Birch
CA ..... Camphor
CB ..... Chinaberry
CE ..... Cedar
CELM ..... Chinese Elm
CL ..... Cherry Laurel
CMP ..... Camphor
CM ..... Crape Myrtle
CP ..... Cabbage/Sabal Palm
CY ..... Cypress
DP ..... Date Palm
HB ..... Hackberry
JNP ..... Juniper
LA ..... Laurel Oak
LB ..... Loblolly Pine

LI ..... Live Oak
LL ..... Longleaf Pine
MAG ..... Magnolia
MGO ..... Mango
NFK ..... Norfolk Pine
PDP ..... Pygmy Date Palm
PAPER ..... Paper Tree
QP ..... Queen Palm
SG ..... Sweet Gum
SL ..... Slash Pine
SP ..... Sand Pine
SYC ..... Sycamore
TO ..... Turkey Oak
UNK ..... Unknown
WA ..... Washingtonia Palm
WO ..... Water Oak
WXM ..... Wax Myrtle



See Sheet 1 For Surveyor's Certificate

Survey History

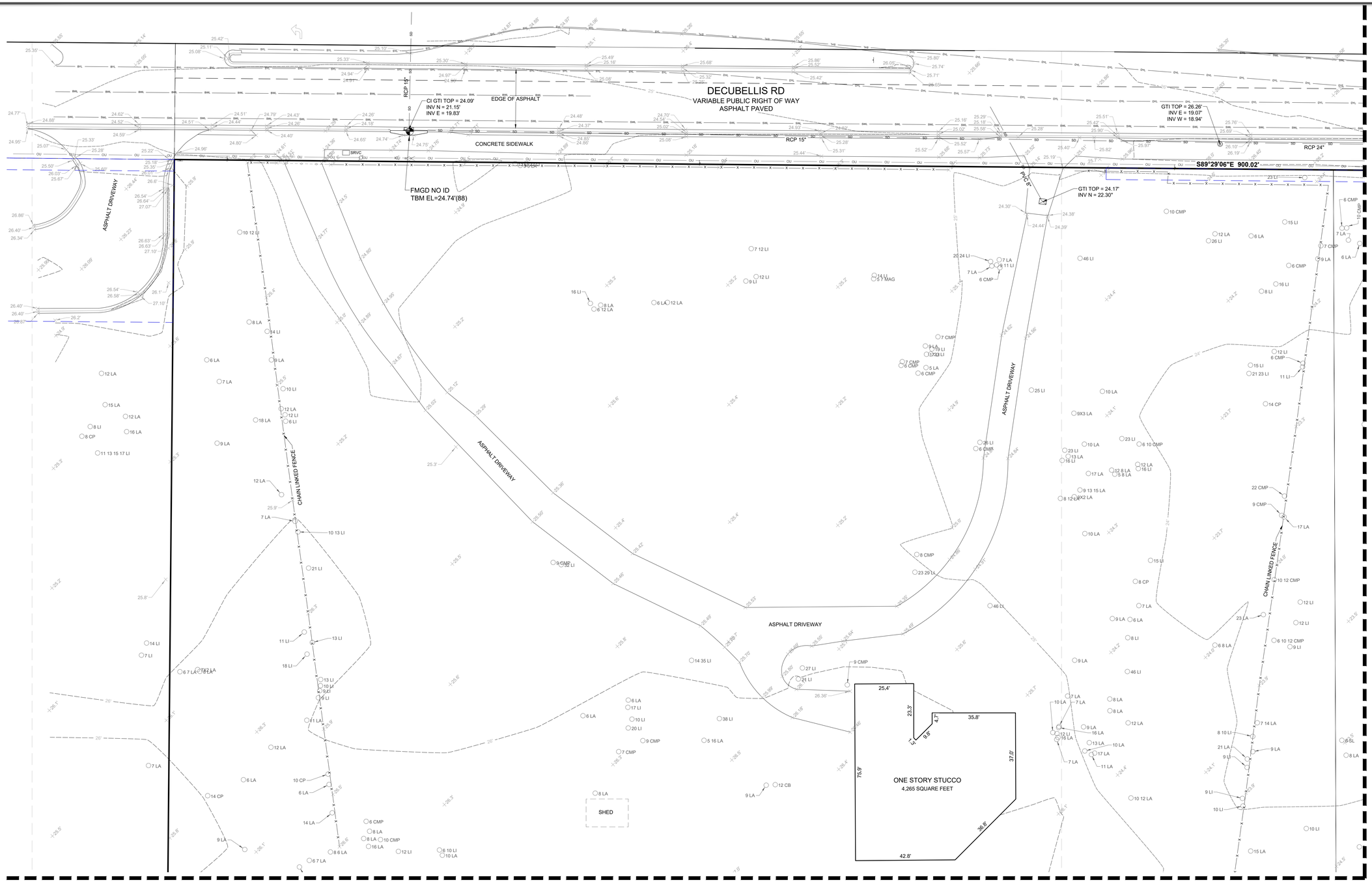
Date	Description	By

MRIC SPATIAL
701 S. Howard Avenue, Suite 106-320
Tampa, FL 33606
813-515-0821
MRICSpatial.com
Licensed Business #8325

Decubellis & Little Rd

ALTA Boundary, Topographic, & Tree Survey
8620 Decubellis Rd, New Port Richey, FL 34654
Prepared for:
Aventon Companies
Section 2, Township 26 South, Range 16 East,
Pasco County, Florida

Project Number: 250027 | **Sheet 2 of 7**



LEGEND

- BFP ..... Back Flow Preventor
- BOB ..... Bottom of Box
- CONC. ..... Concrete
- CMP ..... Corrugated Metal Pipe
- EL ..... Elevation
- FFE ..... Finished Floor Elevation
- GTI ..... Grate Top Inlet
- HDPE ..... High-Density Polyethelene
- INS# ..... Instrument Number
- INV ..... Invert
- LB ..... Licensed Business
- MES ..... Mitered End Section
- MHW ..... Mean High Water
- O.R. ..... Official Records Book
- OCS ..... Outlet Control Structure
- OSW ..... Other Surface Waters
- (P) ..... Plat Measurement
- Pg. ..... Page
- PVC ..... Polyvinyl Chloride

- (R) ..... Record Measurement
- RCP ..... Reinforced Concrete Pipe
- SHW ..... Seasonal High Water
- THT ..... Control Structure Throat
- (TYP) ..... Typical
- VCP ..... Vitrified Clay Pipe

- FAD ..... Found Aluminum Disk
- FAXL ..... Found Axle
- FBD ..... Found Brass Disk
- FBM ..... Found Bench Mark
- FCM ..... Found Conc. Monument
- FDH ..... Found Drill Hole
- FIP ..... Found Iron Pipe
- FIPC ..... Found Iron Pipe and Cap
- FIR ..... Found Iron Rod
- FIRC ..... Found Iron Rod and Cap
- FMG ..... Found Mag Nail
- FMGD ..... Found Mag Nail and Disk

- FND ..... Found Nail & Disk
- FNL ..... Found Nail
- FPIP ..... Found Pinched Iron Pipe
- FPK ..... Found PK Nail
- FPKD ..... Found PK Nail and Disk
- FX ..... Found X Cut
- RING ..... Metal Detector Ring
- SIRC ..... Set Iron Rod and Cap
- SMG ..... Set Mag Nail
- SMGD ..... Set Mag Nail and Disk
- SNL ..... Set Nail
- SX ..... Set X Cut
- GCP ..... Ground Control Point
- PCP ..... Permanent Control Point
- PRM ..... Permanent Reference Monument
- TBM ..... Temporary Bench Mark
- TRP ..... Traverse Point
- WP ..... Work Point

- AC ..... Air Conditioner Unit
- ..... Backflow Preventer
- ..... Benchmark
- ..... Bollard
- CO ..... Cleanout
- ..... Crosswalk Signal Pole
- ..... Delineator Post
- ..... Fire Dept. Connection
- ..... Fire Hydrant
- FP ..... Flag Pole
- FL ..... Flood Light
- ..... Grate Top Inlet
- ..... Guy Anchor
- ..... Utility Pole
- ..... Light Pole
- TFR ..... Transformer
- MB ..... Mail Box
- ..... Monitoring Well
- S ..... Sanitary Cleanout

- SRVC ..... Service Cabinet
- ..... Sign
- TSP ..... Traffic Signal Pole
- WF ..... Wetland Flag
- YD ..... Yard Drain
- BWL ..... Broken White Line
- BYL ..... Broken Yellow Line
- C ..... Communications Line
- DWL ..... Double White Line
- DYL ..... Double Yellow Line
- E ..... Electric Line
- G ..... Gas Line
- I ..... Irrigation Line
- OU ..... Overhead Utility Lines
- R ..... Reclaim Line
- S ..... Sanitary Sewer Line
- SD ..... Storm Drain Line
- SYL ..... Solid Yellow Line

- SWL ..... Solid White Line
- TOB ..... Top of Bank
- U ..... Utility Line
- W ..... Water Line
- ..... Train Tracks
- ..... Fence
- ..... Gate
- ..... Guard Rail
- ..... Hand Rail
- C ..... Cable Handhole
- E ..... Electric Handhole
- G ..... Gas Handhole
- I ..... Irrigation Handhole
- S ..... Sanitary Handhole
- U ..... Utility Handhole
- W ..... Water Handhole
- C ..... Comm Box
- E ..... Electric Box

- I ..... Irrigation Box
- R ..... Reclaimed Water Box
- T ..... Traffic Control Box
- U ..... Utility Box
- W ..... Water Box
- D ..... Drainage Manhole
- E ..... Electric Manhole
- G ..... Grease Manhole
- M ..... Manhole
- S ..... Sanitary Manhole
- U ..... Utility Manhole
- ..... Comm Marker
- ..... Electric Marker
- ..... Gas Marker
- ..... Irrigation Marker
- ..... Reclaim Marker

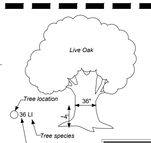
- ..... Sanitary Marker
- ..... Utility Marker
- ..... Water Marker
- E ..... Electric Meter
- G ..... Gas Meter
- I ..... Irrigation Meter
- R ..... Reclaimed Water Meter
- S ..... Sanitary Meter
- U ..... Utility Meter
- W ..... Water Meter
- ..... Comm Pedestal
- ..... Electric Pedestal
- ..... Utility Pedestal
- ..... Comm Vault
- ..... Electric Vault
- ..... Utility Vault

- ARV ..... Air Release Valve
- ..... Force Main Valve
- ..... Gas Valve
- ..... Irrigation Valve
- ..... Reclaimed Water Valve
- ..... Sanitary Valve
- ..... Utility Valve
- ..... Water Valve
- ..... Boundary Line
- ..... Asphalt
- ..... Concrete
- ..... Building
- 62.3' ..... Elevation In Feet
- ..... Elevation Shot Location

TREE LEGEND

- ARV ..... Arborvitae
- BIR ..... Birch
- CA ..... Camphor
- CB ..... Chinaberry
- CE ..... Cedar
- CELM ..... Chinese Elm
- CL ..... Cherry Laurel
- CMP ..... Camphor
- CM ..... Crape Myrtle
- CP ..... Cabbage/Sabal Palm
- CY ..... Cypress
- DP ..... Date Palm
- HB ..... Hackberry
- JNP ..... Juniper
- LA ..... Laurel Oak
- LB ..... Loblolly Pine

- LI ..... Live Oak
- LL ..... Longleaf Pine
- MAG ..... Magnolia
- MGO ..... Mango
- NFK ..... Norfolk Pine
- PDP ..... Pygmy Date Palm
- PAPER ..... Paper Tree
- QP ..... Queen Palm
- SG ..... Sweet Gum
- SL ..... Slash Pine
- SP ..... Sand Pine
- SYC ..... Sycamore
- TO ..... Turkey Oak
- UNK ..... Unknown
- WA ..... Washingtonia Palm
- WO ..... Water Oak
- WXM ..... Wax Myrtle



NORTH

0 20' 40'

Scale: 1" = 20'

See Sheet 1 For Surveyor's Certificate

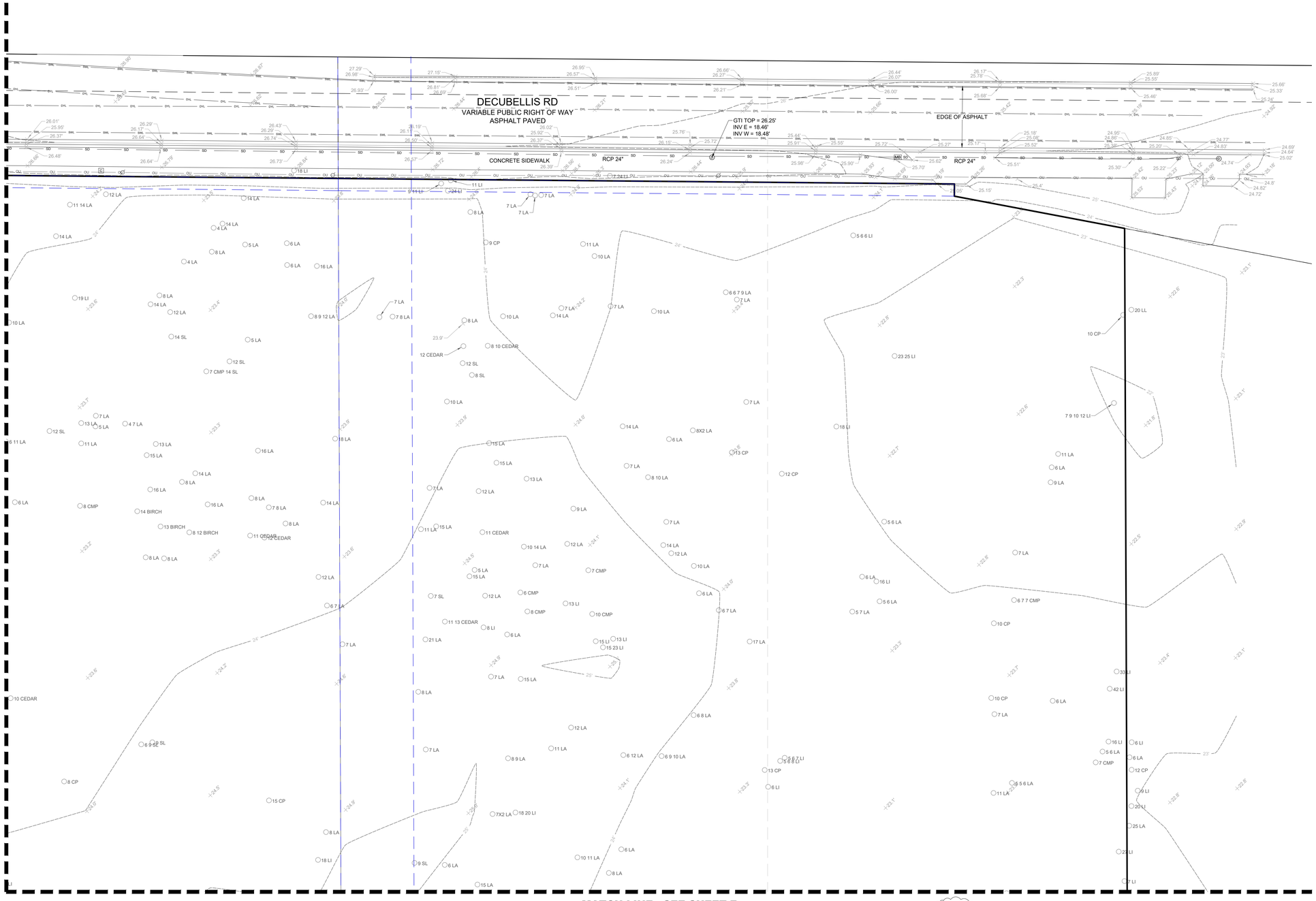
Survey History

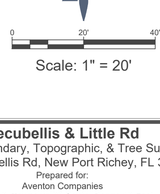
Date	Description	By

MRIC SPATIAL
701 S. Howard Avenue, Suite 106-320
Tampa, FL 33606
813-515-0821
MRICSpatial.com
Licensed Business #8325

Decubellis & Little Rd
ALTA Boundary, Topographic, & Tree Survey
8620 Decubellis Rd, New Port Richey, FL 34654
Prepared for:
Aventon Companies
Section 2, Township 26 South, Range 16 East,
Pasco County, Florida

Project Number: 250027 | **Sheet 3 of 7**





Scale: 1" = 20'

LEGEND

BFP ..... Back Flow Preventor	(R) ..... Record Measurement	FND ..... Found Nail & Disk	AC ..... Air Conditioner Unit
BOB ..... Bottom of Box	RCP ..... Reinforced Concrete Pipe	FNL ..... Found Nail	Backflow Preventer
CONC. ..... Concrete	SHW ..... Seasonal High Water	FPIP ..... Found Pinched Iron Pipe	Benchmark
CMP ..... Corrugated Metal Pipe	THT ..... Control Structure Throat	FPK ..... Found PK Nail	Bollard
EL ..... Elevation	(TYP) ..... Typical	FPKD ..... Found PK Nail and Disk	CO Cleanout
FFE ..... Finished Floor Elevation	VCP ..... Vitrified Clay Pipe	FX ..... Found X Cut	Crosswalk Signal Pole
GTI ..... Grate Top Inlet		RING ..... Metal Detector Ring	Delineator Post
HDPE ..... High-Density Polyethelene	FAD ..... Found Aluminum Disk	SIRC ..... Set Iron Rod and Cap	Fire Dept. Connection
INS# ..... Instrument Number	FAXL ..... Found Axle	SMG ..... Set Mag Nail	Fire Hydrant
INV ..... Invert	FBD ..... Found Brass Disk	SMGD ..... Set Mag Nail and Disk	FP Flag Pole
LB ..... Licensed Business	FBM ..... Found Bench Mark	SNL ..... Set Nail	FL Flood Light
MES ..... Mitered End Section	FCM ..... Found Conc. Monument	SX ..... Set X Cut	DS Grate Top Inlet
MHW ..... Mean High Water	FDH ..... Found Drill Hole	GCP ..... Ground Control Point	Guy Anchor
O.R. ..... Official Records Book	FIP ..... Found Iron Pipe	PCP ..... Permanent Control Point	Utility Pole
OCS ..... Outlet Control Structure	FIPC ..... Found Iron Pipe and Cap	PRM ..... Permanent Reference Monument	Light Pole
OSW ..... Other Surface Waters	FIR ..... Found Iron Rod	TBM ..... Temporary Bench Mark	TFR Transformer
(P) ..... Plat Measurement	FIRC ..... Found Iron Rod and Cap	TRP ..... Traverse Point	MB Mail Box
Pg. ..... Page	FMG ..... Found Mag Nail	WP ..... Work Point	Monitoring Well
PVC ..... Polyvinyl Chloride	FMGD ..... Found Mag Nail and Disk		S Sanitary Cleanout

SRVC Service Cabinet	SWL ..... Solid White Line	Irrigation Box	Sanitary Marker
Sign	TOB ..... Top of Bank	RW Reclaimed Water Box	Utility Marker
TSP Traffic Signal Pole	U ..... Utility Line	T Traffic Control Box	Water Marker
WF Wetland Flag	W ..... Water Line	U Utility Box	
YD Yard Drain	Train Tracks	W Water Box	Electric Meter
BWL ..... Broken White Line	Fence		Gas Meter
BYL ..... Broken Yellow Line	Gate	D Drainage Manhole	Irrigation Meter
C ..... Communications Line	Guard Rail	E Electric Manhole	Reclaimed Water Meter
DWL ..... Double White Line	Hand Rail	G Grease Manhole	Sanitary Meter
DYL ..... Double Yellow Line	Cable Handhole	M Manhole	Utility Meter
E ..... Electric Line	Electric Handhole	S Sanitary Manhole	Water Meter
G ..... Gas Line	Gas Handhole	U Utility Manhole	
I ..... Irrigation Line	Irrigation Handhole		Comm Pedestal
OU ..... Overhead Utility Lines	Sanitary Handhole	Comm Marker	Electric Pedestal
R ..... Reclaim Line	Utility Handhole	Electric Marker	Utility Pedestal
S ..... Sanitary Sewer Line	Water Handhole	Gas Marker	
SD ..... Storm Drain Line		Irrigation Marker	Comm Vault
SYL ..... Solid Yellow Line	Comm Box	Reclaim Marker	Electric Vault
	Electric Box		Utility Vault

ARV Air Release Valve	Asphalt	Live Oak
FM Force Main Valve	Concrete	Tree location
GV Gas Valve	Building	36"
IV Irrigation Valve	52.3' Elevation in Feet	Tree species
RW Reclaimed Water Valve	Elevation Shot Location	Diameter in inches at chest height
SV Sanitary Valve		
UV Utility Valve		
WV Water Valve		
Boundary Line		

TREE LEGEND

ARV ..... Arborvitae	LI ..... Live Oak		
BIR ..... Birch	LL ..... Longleaf Pine		
CA ..... Camphor	MAG ..... Magnolia		
CB ..... Chinaberry	MGO ..... Mango		
CE ..... Cedar	NFK ..... Norfolk Pine		
CELM ..... Chinese Elm	PDP ..... Pygmy Date Palm		
CL ..... Cherry Laurel	PAPER ..... Paper Tree		
CMP ..... Camphor	QP ..... Queen Palm		
CM ..... Crape Myrtle	SG ..... Sweet Gum		
CP ..... Cabbage/Sabal Palm	SL ..... Slash Pine		
CY ..... Cypress	SP ..... Sand Pine		
DP ..... Date Palm	SYC ..... Sycamore		
HB ..... Hackberry	TO ..... Turkey Oak		
JNP ..... Juniper	UNK ..... Unknown		
LA ..... Laurel Oak	WA ..... Washingtonia Palm		
LB ..... Loblolly Pine	WO ..... Water Oak		
	WXM ..... Wax Myrtle		

See Sheet 1 For Surveyor's Certificate

Survey History

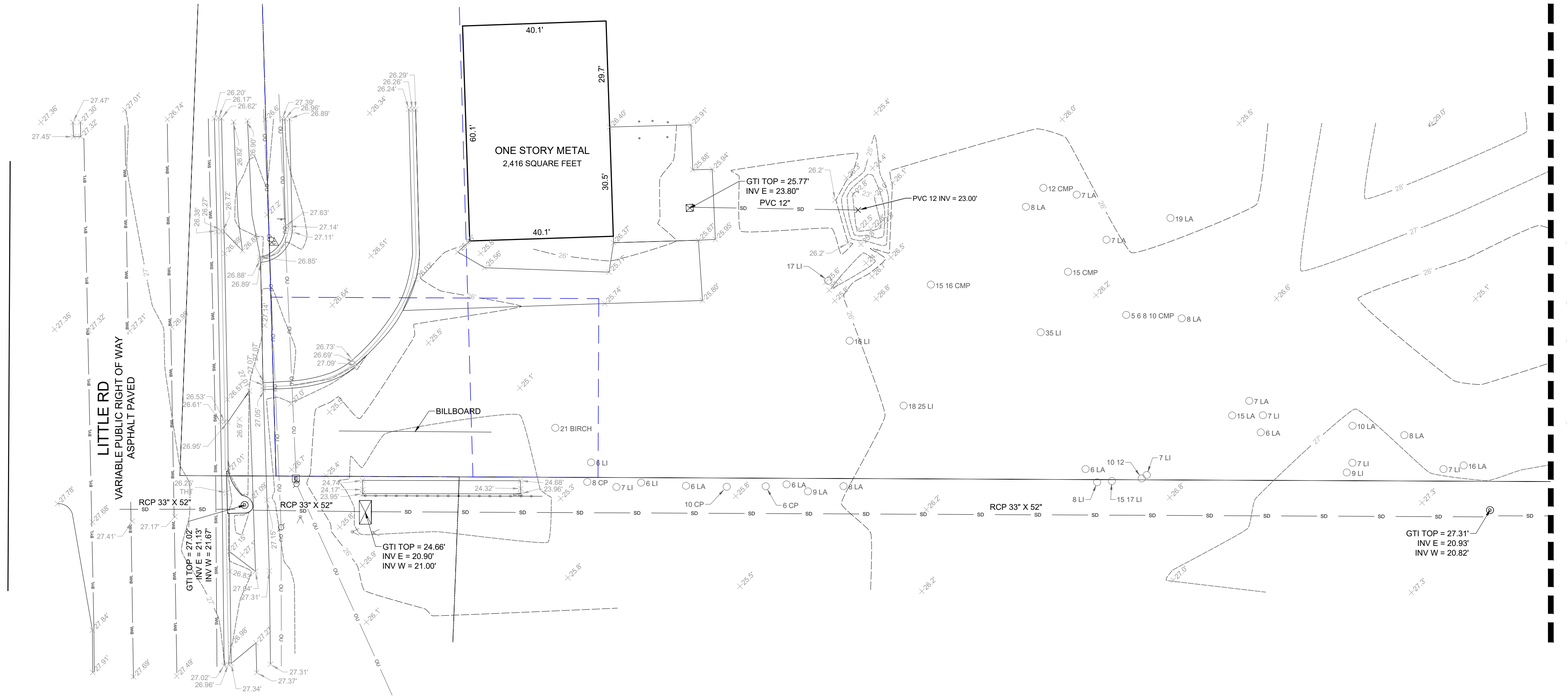
Date	Description	By

MRIC SPATIAL
701 S. Howard Avenue, Suite 106-320
Tampa, FL 33606
813-515-0821
MRICSpatial.com
Licensed Business #8325

Decubellis & Little Rd

ALTA Boundary, Topographic, & Tree Survey
8620 Decubellis Rd, New Port Richey, FL 34654
Prepared for:
Aventon Companies
Section 2, Township 26 South, Range 16 East,
Pasco County, Florida

Project Number: 250027 | **Sheet 4 of 7**



LEGEND

- BFP ----- Back Flow Preventor
- BOB ----- Bottom of Box
- CONC. ----- Concrete
- CMP ----- Corrugated Metal Pipe
- EL ----- Elevation
- FFE ----- Finished Floor Elevation
- GTI ----- Grate Top Inlet
- HDPE ----- High-Density Polyethelene
- INS# ----- Instrument Number
- INV ----- Invert
- LB ----- Licensed Business
- MES ----- Mitered End Section
- MHW ----- Mean High Water
- O.R. ----- Official Records Book
- OCS ----- Outlet Control Structure
- OSW ----- Other Surface Waters
- (P) ----- Plat Measurement
- Pg. ----- Page
- PVC ----- Polyvinyl Chloride

- (R) ----- Record Measurement
- RCP ----- Reinforced Concrete Pipe
- SHW ----- Seasonal High Water
- THT ----- Control Structure Throat
- (TYP) ----- Typical
- VCP ----- Vitrified Clay Pipe

- FAD ----- Found Aluminum Disk
- FAXL ----- Found Axle
- FBD ----- Found Brass Disk
- FBM ----- Found Bench Mark
- FCM ----- Found Conc. Monument
- FDH ----- Found Drill Hole
- FIP ----- Found Iron Pipe
- FIPC ----- Found Iron Pipe and Cap
- FIR ----- Found Iron Rod
- FIRC ----- Found Iron Rod and Cap
- FMG ----- Found Mag Nail
- FMGD ----- Found Mag Nail and Disk

- FND ----- Found Nail & Disk
- FNL ----- Found Nail
- FPIP ----- Found Pinched Iron Pipe
- FPK ----- Found PK Nail
- FPKD ----- Found PK Nail and Disk
- FX ----- Found X Cut
- RING ----- Metal Detector Ring
- SIRC ----- Set Iron Rod and Cap
- SMG ----- Set Mag Nail
- SMGD ----- Set Mag Nail and Disk
- SNL ----- Set Nail
- SX ----- Set X Cut
- GCP ----- Ground Control Point
- PCP ----- Permanent Control Point
- PRM ----- Permanent Reference Monument
- TBM ----- Temporary Bench Mark
- TRP ----- Traverse Point
- WP ----- Work Point

- AC ----- Air Conditioner Unit
- ----- Backflow Preventer
- ----- Benchmark
- ----- Bollard
- CO ----- Cleanout
- ----- Crosswalk Signal Pole
- ----- Delineator Post
- ----- Fire Dept. Connection
- ----- Fire Hydrant
- FP ----- Flag Pole
- FL ----- Flood Light
- ----- Grate Top Inlet
- ----- Guy Anchor
- ----- Utility Pole
- ----- Light Pole
- TFR ----- Transformer
- MB ----- Mail Box
- ----- Monitoring Well
- S ----- Sanitary Cleanout

- SRVC ----- Service Cabinet
- ----- Sign
- TSP ----- Traffic Signal Pole
- WF ----- Wetland Flag
- YD ----- Yard Drain
- BWL ----- Broken White Line
- BYL ----- Broken Yellow Line
- C ----- Communications Line
- DWL ----- Double White Line
- DYL ----- Double Yellow Line
- E ----- Electric Line
- G ----- Gas Line
- I ----- Irrigation Line
- OU ----- Overhead Utility Lines
- R ----- Reclaim Line
- S ----- Sanitary Sewer Line
- SD ----- Storm Drain Line
- SYL ----- Solid Yellow Line

- SWL ----- Solid White Line
- TOB ----- Top of Bank
- U ----- Utility Line
- W ----- Water Line
- ----- Train Tracks
- ----- Fence
- ----- Gate
- ----- Guard Rail
- ----- Hand Rail
- ----- Cable Handhole
- E ----- Electric Handhole
- ----- Gas Handhole
- I ----- Irrigation Handhole
- S ----- Sanitary Handhole
- U ----- Utility Handhole
- W ----- Water Handhole
- C ----- Comm Box
- E ----- Electric Box

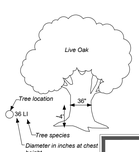
- I ----- Irrigation Box
- R ----- Reclaimed Water Box
- T ----- Traffic Control Box
- U ----- Utility Box
- W ----- Water Box
- D ----- Drainage Manhole
- E ----- Electric Manhole
- G ----- Grease Manhole
- M ----- Manhole
- S ----- Sanitary Manhole
- U ----- Utility Manhole
- C ----- Comm Marker
- E ----- Electric Marker
- G ----- Gas Marker
- I ----- Irrigation Marker
- R ----- Reclaim Marker

- ----- Sanitary Marker
- ----- Utility Marker
- ----- Water Marker
- E ----- Electric Meter
- G ----- Gas Meter
- I ----- Irrigation Meter
- R ----- Reclaimed Water Meter
- S ----- Sanitary Meter
- U ----- Utility Meter
- W ----- Water Meter
- C ----- Comm Pedestal
- E ----- Electric Pedestal
- U ----- Utility Pedestal
- C ----- Comm Vault
- E ----- Electric Vault
- U ----- Utility Vault

- ARV ----- Air Release Valve
- FM ----- Force Main Valve
- G ----- Gas Valve
- I ----- Irrigation Valve
- R ----- Reclaimed Water Valve
- S ----- Sanitary Valve
- U ----- Utility Valve
- W ----- Water Valve
- ----- Boundary Line
- ----- Asphalt
- ----- Concrete
- ----- Building
- 62.3 ----- Elevation In Feet / Elevation Shot Location

TREE LEGEND

- ARV ----- Arborvitae
- BIR ----- Birch
- CA ----- Camphor
- CB ----- Chinaberry
- CE ----- Cedar
- CELM ----- Chinese Elm
- CL ----- Cherry Laurel
- CMP ----- Camphor
- CM ----- Crape Myrtle
- CP ----- Cabbage/Sabal Palm
- CY ----- Cypress
- DP ----- Date Palm
- HB ----- Hackberry
- JNP ----- Juniper
- LA ----- Laurel Oak
- LB ----- Loblolly Pine
- LI ----- Live Oak
- LL ----- Longleaf Pine
- MAG ----- Magnolia
- MGO ----- Mango
- NFK ----- Norfolk Pine
- PDP ----- Pygmy Date Palm
- PAPER ----- Paper Tree
- QP ----- Queen Palm
- SG ----- Sweet Gum
- SL ----- Slash Pine
- SP ----- Sand Pine
- SYC ----- Sycamore
- TO ----- Turkey Oak
- UNK ----- Unknown
- WA ----- Washingtonia Palm
- WO ----- Water Oak
- WXM ----- Wax Myrtle





0 20' 40'

Scale: 1" = 20'

See Sheet 1 For Surveyor's Certificate

Survey History

Date	Description	By

MRIC SPATIAL
701 S. Howard Avenue, Suite 106-320
Tampa, FL 33606
813-515-0821
MRICSpatial.com
Licensed Business #8325

Decubellis & Little Rd
ALTA Boundary, Topographic, & Tree Survey
8620 Decubellis Rd, New Port Richey, FL 34654
Prepared for:
Aventon Companies
Section 2, Township 26 South, Range 16 East,
Pasco County, Florida

Project Number: 250027 | **Sheet 5 of 7**

MATCH LINE - SEE SHEET 3

MATCH LINE - SEE SHEET 5

MATCH LINE - SEE SHEET 7

CHAIN LINKED FENCE

FIRC 5/8 LB7079

METAL SHED

RCP 33" X 52"

FIRC 1/2 PSM4086

GTI TOP = 27.27'
INV SE = 20.64'
INV W = 20.75'

FIRC 1/2 LB7768

RCP 33X52 INV = 20.62'

NORTH

0 20' 40'

Scale: 1" = 20'

LEGEND

- BFP ..... Back Flow Preventor
- BOB ..... Bottom of Box
- CONC. ..... Concrete
- CMP ..... Corrugated Metal Pipe
- EL ..... Elevation
- FFE ..... Finished Floor Elevation
- GTI ..... Grate Top Inlet
- HDPE ..... High-Density Polyethelene
- INS# ..... Instrument Number
- INV ..... Invert
- LB ..... Licensed Business
- MES ..... Mitered End Section
- MHW ..... Mean High Water
- O.R. ..... Official Records Book
- OCS ..... Outlet Control Structure
- OSW ..... Other Surface Waters
- (P) ..... Plat Measurement
- Pg. ..... Page
- PVC ..... Polyvinyl Chloride

- (R) ..... Record Measurement
- RCP ..... Reinforced Concrete Pipe
- SHW ..... Seasonal High Water
- THT ..... Control Structure Throat
- (TYP) ..... Typical
- VCP ..... Vitrified Clay Pipe

- FAD ..... Found Aluminum Disk
- FAXL ..... Found Axle
- FBD ..... Found Brass Disk
- FBM ..... Found Bench Mark
- FCM ..... Found Conc. Monument
- FDH ..... Found Drill Hole
- FIP ..... Found Iron Pipe
- FIPC ..... Found Iron Pipe and Cap
- FIR ..... Found Iron Rod
- FIRC ..... Found Iron Rod and Cap
- FMG ..... Found Mag Nail
- FMGD ..... Found Mag Nail and Disk

- FND ..... Found Nail & Disk
- FNL ..... Found Nail
- FPIP ..... Found Pinched Iron Pipe
- FPK ..... Found PK Nail
- FPKD ..... Found PK Nail and Disk
- FX ..... Found X Cut
- RING ..... Metal Detector Ring
- SIRC ..... Set Iron Rod and Cap
- SMG ..... Set Mag Nail
- SMGD ..... Set Mag Nail and Disk
- SNL ..... Set Nail
- SX ..... Set X Cut
- GCP ..... Ground Control Point
- PCP ..... Permanent Control Point
- PRM ..... Permanent Reference Monument
- TBM ..... Temporary Bench Mark
- TRP ..... Traverse Point
- WP ..... Work Point

- AC ..... Air Conditioner Unit
- Backflow Preventer
- Benchmark
- Bollard
- CO ..... Cleanout
- Crosswalk Signal Pole
- Delineator Post
- Fire Dept. Connection
- Fire Hydrant
- FP ..... Flag Pole
- FL ..... Flood Light
- Grate Top Inlet
- Guy Anchor
- Utility Pole
- Light Pole
- TFR ..... Transformer
- MB ..... Mail Box
- Monitoring Well
- S ..... Sanitary Cleanout

- SRVC ..... Service Cabinet
- Sign
- TSP ..... Traffic Signal Pole
- WF ..... Wetland Flag
- YD ..... Yard Drain
- BWL ..... Broken White Line
- BYL ..... Broken Yellow Line
- C ..... Communications Line
- DWL ..... Double White Line
- DYL ..... Double Yellow Line
- E ..... Electric Line
- G ..... Gas Line
- I ..... Irrigation Line
- OU ..... Overhead Utility Lines
- R ..... Reclaim Line
- S ..... Sanitary Sewer Line
- SD ..... Storm Drain Line
- SYL ..... Solid Yellow Line

- SWL ..... Solid White Line
- TOB ..... Top of Bank
- U ..... Utility Line
- W ..... Water Line
- Train Tracks
- Fence
- Gate
- Guard Rail
- Hand Rail
- C ..... Cable Handhole
- E ..... Electric Handhole
- G ..... Gas Handhole
- I ..... Irrigation Handhole
- S ..... Sanitary Handhole
- U ..... Utility Handhole
- W ..... Water Handhole
- C ..... Comm Box
- E ..... Electric Box

- I ..... Irrigation Box
- R ..... Reclaimed Water Box
- T ..... Traffic Control Box
- U ..... Utility Box
- W ..... Water Box

- D ..... Drainage Manhole
- E ..... Electric Manhole
- G ..... Grease Manhole
- M ..... Manhole
- S ..... Sanitary Manhole
- U ..... Utility Manhole

- Comm Marker
- E ..... Electric Marker
- Gas Marker
- I ..... Irrigation Marker
- R ..... Reclaim Marker

- Sanitary Marker
- U ..... Utility Marker
- W ..... Water Marker

- Electric Meter
- G ..... Gas Meter
- I ..... Irrigation Meter
- R ..... Reclaimed Water Meter
- S ..... Sanitary Meter
- U ..... Utility Meter
- W ..... Water Meter

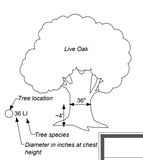
- Comm Pedestal
- E ..... Electric Pedestal
- U ..... Utility Pedestal

- Comm Vault
- E ..... Electric Vault
- U ..... Utility Vault

- ARV ..... Air Release Valve
- FM ..... Force Main Valve
- GV ..... Gas Valve
- IV ..... Irrigation Valve
- RV ..... Reclaimed Water Valve
- SV ..... Sanitary Valve
- UV ..... Utility Valve
- WV ..... Water Valve
- Boundary Line
- Asphalt
- Concrete
- Building
- Elevation In Feet
- Elevation Shot Location

TREE LEGEND

- ARV ..... Arborvitae
- BIR ..... Birch
- CA ..... Camphor
- CB ..... Chinaberry
- CE ..... Cedar
- CELA ..... Chinese Elm
- CL ..... Cherry Laurel
- CMP ..... Camphor
- CM ..... Crape Myrtle
- CP ..... Cabbage/Sabal Palm
- CY ..... Cypress
- DP ..... Date Palm
- HB ..... Hackberry
- JNP ..... Juniper
- LA ..... Laurel Oak
- LB ..... Loblolly Pine
- LI ..... Live Oak
- LL ..... Longleaf Pine
- MAG ..... Magnolia
- MGO ..... Mango
- NFK ..... Norfolk Pine
- PDP ..... Pygmy Date Palm
- PAPER ..... Paper Tree
- QP ..... Queen Palm
- SG ..... Sweet Gum
- SL ..... Slash Pine
- SP ..... Sand Pine
- SYC ..... Sycamore
- TO ..... Turkey Oak
- UNK ..... Unknown
- WA ..... Washingtonia Palm
- WO ..... Water Oak
- WXM ..... Wax Myrtle



See Sheet 1 For Surveyor's Certificate

Survey History

Date	Description	By

MRIC SPATIAL
701 S. Howard Avenue, Suite 106-320
Tampa, FL 33606
813-515-0821
MRICSpatial.com
Licensed Business #8325

Decubellis & Little Rd
ALTA Boundary, Topographic, & Tree Survey
8620 Decubellis Rd, New Port Richey, FL 34654
Prepared for:
Aventon Companies
Section 2, Township 26 South, Range 16 East,
Pasco County, Florida

Project Number: 250027 | **Sheet 6 of 7**

MATCH LINE - SEE SHEET 4

MATCH LINE - SEE SHEET 6



NORTH

0 20' 40'

Scale: 1" = 20'

LEGEND

- BFP ..... Back Flow Preventor
- BOB ..... Bottom of Box
- CONC. ..... Concrete
- CMP ..... Corrugated Metal Pipe
- EL ..... Elevation
- FFE ..... Finished Floor Elevation
- GTI ..... Grate Top Inlet
- HDPE ..... High-Density Polyethelene
- INS# ..... Instrument Number
- INV ..... Invert
- LB ..... Licensed Business
- MES ..... Mitered End Section
- MHW ..... Mean High Water
- O.R. ..... Official Records Book
- OCS ..... Outlet Control Structure
- OSW ..... Other Surface Waters
- (P) ..... Plat Measurement
- Pg ..... Page
- PVC ..... Polyvinyl Chloride

- (R) ..... Record Measurement
- RCP ..... Reinforced Concrete Pipe
- SHW ..... Seasonal High Water
- THT ..... Control Structure Throat
- (TYP) ..... Typical
- VCP ..... Vitrified Clay Pipe

- FAD ..... Found Aluminum Disk
- FAXL ..... Found Axle
- FBD ..... Found Brass Disk
- FBM ..... Found Bench Mark
- FCM ..... Found Conc. Monument
- FDH ..... Found Drill Hole
- FIP ..... Found Iron Pipe
- FIPC ..... Found Iron Pipe and Cap
- FIR ..... Found Iron Rod
- FIRC ..... Found Iron Rod and Cap
- FMG ..... Found Mag Nail
- FMGD ..... Found Mag Nail and Disk

- FND ..... Found Nail & Disk
- FNL ..... Found Nail
- FPIP ..... Found Pinched Iron Pipe
- FPK ..... Found PK Nail
- FPKD ..... Found PK Nail and Disk
- FX ..... Found X Cut
- RING ..... Metal Detector Ring
- SIRC ..... Set Iron Rod and Cap
- SMG ..... Set Mag Nail
- SMGD ..... Set Mag Nail and Disk
- SNL ..... Set Nail
- SX ..... Set X Cut
- GCP ..... Ground Control Point
- PCP ..... Permanent Control Point
- PRM ..... Permanent Reference Monument
- TBM ..... Temporary Bench Mark
- TRP ..... Traverse Point
- WP ..... Work Point

- AC ..... Air Conditioner Unit
- BF ..... Backflow Preventer
- ..... Benchmark
- ..... Bollard
- CO ..... Cleanout
- ..... Crosswalk Signal Pole
- ..... Delineator Post
- ..... Fire Dept. Connection
- ..... Fire Hydrant
- FP ..... Flag Pole
- FL ..... Flood Light
- ..... Grate Top Inlet
- ..... Guy Anchor
- ..... Utility Pole
- ..... Light Pole
- TFR ..... Transformer
- MB ..... Mail Box
- ..... Monitoring Well
- S ..... Sanitary Cleanout

- SRVC ..... Service Cabinet
- ..... Sign
- TSP ..... Traffic Signal Pole
- WF ..... Wetland Flag
- YD ..... Yard Drain
- BWL ..... Broken White Line
- BYL ..... Broken Yellow Line
- C ..... Communications Line
- DWL ..... Double White Line
- DYL ..... Double Yellow Line
- E ..... Electric Line
- G ..... Gas Line
- I ..... Irrigation Line
- OU ..... Overhead Utility Lines
- R ..... Reclaim Line
- S ..... Sanitary Sewer Line
- SD ..... Storm Drain Line
- SYL ..... Solid Yellow Line

- SWL ..... Solid White Line
- TOB ..... Top of Bank
- U ..... Utility Line
- W ..... Water Line
- ..... Train Tracks
- ..... Fence
- ..... Gate
- ..... Guard Rail
- ..... Hand Rail
- ..... Cable Handhole
- E ..... Electric Handhole
- G ..... Gas Handhole
- I ..... Irrigation Handhole
- S ..... Sanitary Handhole
- U ..... Utility Handhole
- W ..... Water Handhole
- C ..... Comm Box
- E ..... Electric Box

- I ..... Irrigation Box
- R ..... Reclaimed Water Box
- T ..... Traffic Control Box
- U ..... Utility Box
- W ..... Water Box

- D ..... Drainage Manhole
- E ..... Electric Manhole
- G ..... Grease Manhole
- M ..... Manhole
- S ..... Sanitary Manhole
- U ..... Utility Manhole

- ..... Comm Marker
- ..... Electric Marker
- ..... Gas Marker
- ..... Irrigation Marker
- ..... Reclaim Marker

- ..... Sanitary Marker
- ..... Utility Marker
- ..... Water Marker

- E ..... Electric Meter
- ..... Gas Meter
- ..... Irrigation Meter
- ..... Reclaimed Water Meter
- ..... Sanitary Meter
- ..... Utility Meter
- ..... Water Meter

- ..... Comm Pedestal
- ..... Electric Pedestal
- ..... Utility Pedestal

- ..... Comm Vault
- E ..... Electric Vault
- ..... Utility Vault

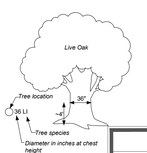
- ARV ..... Air Release Valve
- FM ..... Force Main Valve
- GV ..... Gas Valve
- IV ..... Irrigation Valve
- RWV ..... Reclaimed Water Valve
- SV ..... Sanitary Valve
- UV ..... Utility Valve
- WV ..... Water Valve

- ..... Boundary Line
- ..... Asphalt
- ..... Concrete
- ..... Building

- 52.3' ..... Elevation In Feet
- ..... Elevation Shot Location

TREE LEGEND

- ARV ..... Arborvitae
- BIR ..... Birch
- CA ..... Camphor
- CB ..... Chinaberry
- CE ..... Cedar
- CELM ..... Chinese Elm
- CL ..... Cherry Laurel
- CMP ..... Camphor
- CM ..... Crape Myrtle
- CP ..... Cabbage/Sabal Palm
- CY ..... Cypress
- DP ..... Date Palm
- HB ..... Hackberry
- JNP ..... Juniper
- LA ..... Laurel Oak
- LB ..... Loblolly Pine
- LI ..... Live Oak
- LL ..... Longleaf Pine
- MAG ..... Magnolia
- MGO ..... Mango
- NFK ..... Norfolk Pine
- PDP ..... Pygmy Date Palm
- PAPER ..... Paper Tree
- QP ..... Queen Palm
- SG ..... Sweet Gum
- SL ..... Slash Pine
- SP ..... Sand Pine
- SYC ..... Sycamore
- TO ..... Turkey Oak
- UNK ..... Unknown
- WA ..... Washingtonia Palm
- WO ..... Water Oak
- WXM ..... Wax Myrtle



See Sheet 1 For Surveyor's Certificate

Survey History

Date	Description	By

MRIC SPATIAL

701 S. Howard Avenue, Suite 106-320
Tampa, FL 33606
813-515-0821
MRICSpatial.com
Licensed Business #8325

Decubellis & Little Rd

ALTA Boundary, Topographic, & Tree Survey
8620 Decubellis Rd, New Port Richey, FL 34654

Prepared for:
Aventon Companies
Section 2, Township 26 South, Range 16 East,
Pasco County, Florida

Project Number: 250027 | **Sheet 7 of 7**

EXHIBIT B

CONDITIONS OF APPROVAL

DECUBELLIS AND LITTLE MPUD
MASTER PLANNED UNIT DEVELOPMENT
CONDITIONS OF APPROVAL
REZONING PETITION NO. RZ-7894

Master Development Plans

1. Development shall be in accordance with the plans and information submitted on October, 2025; the Land Development Code (LDC); and the Comprehensive Plan unless otherwise stipulated or modified herein. The original MPUD Master Planned Unit Development conditions of approval and Master Plan, Original Rezoning No. 7667 are hereby superseded by Rezoning Petition No. 7894. Development of the Residential Parcel shall substantially conform to the conceptual plan attached as Exhibit "1" ("Binding Concept Plan"). The County Administrator or designee is hereby delegated authority to interpret and apply the Binding Concept Plan to the PDP/Construction Plans for each phase or parcel within the Residential Parcel, provided the substantive intent and purpose of the Binding Concept Plan for the Residential Parcel is achieved. So long as the PDP/Construction Plans are deemed in substantial conformance with the Binding Concept Plan, a non-substantial or a substantial modification is not required. However, if the PDP/Construction Plans materially deviate from the Binding Concept Plan for the Residential Parcel, as determined by the County Administrator or designee, a substantial modification to this MPUD shall be required.

Environmental

2. If during construction activities any evidence of the presence of State or Federally protected plant and/or animal species is discovered, Pasco County and applicable agencies shall be notified within two working days of the plant and/or animal species found on the site. All work in the affected area shall come to an immediate stop until all pertinent permits have been obtained, agency written authorization to commence activities has been given, or unless compliance with state and federal guidelines can be demonstrated.

3. A copy of the SWFWMD Environmental Resource Permit (ERP) shall be submitted to the Pasco County project record prior to the issuance of the site development permit.

4. The applicant shall provide a 100% gopher tortoise burrow survey conducted according to Florida Fish and Wildlife Conservation Commission (FFWCC) guidelines prior to the issuance of the site development permit. The applicant shall demonstrate that this survey has been uploaded to the FFWCC gopher tortoise relocation permit record. The applicant shall provide the FFWCC accepted After Action Report prior to the issuance of the site development permit.

5. The wetland categories will be finalized at the time of the Southwest Florida Water Management District (SWFWMD) approval of the wetland jurisdictional lines.

6. The wetland upland buffer line shall be clearly field demarcated and shown on the Construction Plans prior to any construction activities

7. Unless otherwise approved by the County, no construction activities including clearing, grading, or grubbing shall occur within the Wetland Upland Buffer as depicted on the approved project Construction Plans.

Open Space/Buffering

8. Unless an alternative standard is approved at the Preliminary Site Plan review, which shall not require a modification to this MPUD approval, external landscape buffers shall be constructed following the Land Development Code.

9. The developer(s) shall create a mandatory homeowners'/property owners'/condominium owners'/merchants' association in the form of a nonprofit corporation registered with the State of Florida, Secretary of State, and/or, if approved, by the BCC or State of Florida, a Community Development District (CDD). The association(s) or District(s) shall encompass the entire boundaries of the MPUD except for any real property to be conveyed to the County or the District School Board of Pasco County (School Board). The developer(s) shall convey in fee simple to the association(s) or the CDD(s), for ownership and maintenance of all open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, preservation/conservation areas, and other special purpose areas unless the said area(s) is/are required to be dedicated to another governmental entity. Recreation areas and neighborhood parks shall be conveyed to the association(s) as well, but only to the CDD(s) if such special power, pursuant to Section 190.012(2), Florida Statutes, is consented to by the County. All such conveyances shall be for a value that does not exceed the fair market value of the land. Prior to platting the first unit or phase, homeowners'/property owners'/condominium owners'/merchants' association(s) or CDD documents, including Articles of Incorporation with proof of being filed with the State of Florida, Secretary of State, restrictive covenants, and all exhibits shall be submitted to the Survey Department for review along with copies of instruments to be used to convey in fee simple the above-mentioned areas to the said association or the CDD. Impact fee credits for improvements or dedications shall go to the association or the CDD that funded such improvements as applicable. Alternatively, for non-fee simple residential units and non-residential development, the developer may enter into a Reciprocal Easement and Maintenance Agreement in a form acceptable to the County. Notwithstanding any other provision of these conditions, the developer shall not be required to dedicate any open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, preservation/conservation areas, or other special-purpose areas to an association or CDD, or include such areas within an association or CDD boundaries, if the affected areas are located entirely within a non-fee simple residential parcel, or non-residential parcel, under single ownership.

10. The total neighborhood park acreage must equal at least ten percent (10%) of the upland acreage within the multifamily parcel, and unless an alternative standard is approved which shall not require a modification to this MPUD, the standard LDC provisions, Section 905.1, Neighborhood Parks, shall apply to determine what land and facilities may be counted toward such multifamily neighborhood park area requirement. Park sizes and locations shall be determined during PDP/PSP and shall be consistent with the neighborhood park attributes depicted on the Binding Concept Plan for the Residential Parcel.

Transportation/Circulation

11. The submitted Timing and Phasing Analysis in connection with the original approval assumed the following land uses: 21,000 SF Commercial/Retail and 384 Multifamily Residential Units ("Approved Land Uses"). Since no increase in the Approved Land Uses is being approved with this approval, no Timing and Phasing Analysis was submitted with this approval. The lands within the Decubellis and Little MPUD may be developed with up to these development rights for the Approved Land Uses without any requirements for timing and phasing analysis, or additional offsite transportation mitigation through the expiration date of the MPUD as set forth in condition 52, except any required external site-access improvements which shall be the developer's sole obligation. Any development of land use(s) that generate(s) greater traffic impacts than the Approved Land Uses may require an updated Timing and Phasing Analysis utilizing a methodology approved by the County. The Planning Commission (PC), BCC, or County Administrator or designee, may impose additional conditions on the applicant or developer based on the updated County-approved Timing and Phasing Analysis. Compliance with the conditions of approval and payment of mobility fees and other generally applicable taxes and assessments, fully mitigates the external transportation impacts of the Approved Land Uses through the expiration date of the MPUD as set forth in Condition 52, except any required external site-access improvements which shall be the developer's sole obligation.

Plathe Road Extension

12. Prior to the final building inspection for the final multi-family apartment building, developer shall, at Developer's sole cost: (1) design, permit and construct Plathe Road Extension as depicted on the cross-section on the MPUD Master Plan which shall not be mobility fee creditable; and (2) convey a public access easement to the County over the 24-foot travel way (which consists of two 10' paved travel lanes with a 2-ft curb on the outside of each lane), 6-foot sidewalk and 10-foot multi-use path as noted on the cross-section which shall not be mobility fee creditable. As noted/depicted on the cross-section, private parking for the project will be allowed on both sides of the 24-foot travel way.

13. Intersection improvements at Plathe Road Extension and Decubellis Road will be determined at the time construction plan review/approval.

Access Management

14. The access points shown on the master plan are conceptual only. The permanent placement of each access point shall be determined at the time of review with the corresponding PSP and shall meet established access-management criteria. Based on the corresponding PSP, County Administrator, or designee, may impose additional conditions on the applicant/developer.

15. At each PSP approval, the County Engineer, or designee, may also require site-specific internal or external intersection improvements. Internal or external intersection improvements shall be in accordance with the LDC and Access Management Standards as amended.

16. Unless otherwise determined at the time of PSP review through the appropriate review

and approval process pursuant to the LDC, access to any commercial out-parcels shall be provided from internal drives or parking areas.

17. Developer has provided a Substandard Road Application for Little Road and Decubellis Road. There are no substandard road impacts to Little Road or Decubellis Road from the Approved Land Uses that require mitigation by Developer. The developer shall not be responsible for any improvements to Little Road or Decubellis Road, or any proportionate share payment for any improvements to Little Road or Decubellis Road, other than access-related improvements which shall be the Developer's obligation.

Dedication of Right-of-Way

18. Driveway connections and rights-of-way to adjoining properties shall be as depicted on the MPUD Master Plan.

19. The internal driveways shall be privately owned and maintained. Pasco County will not be responsible for the maintenance of the private driveways.

20. In the case of private streets, and any amenities within those rights-of-way such as paths, trails, sidewalks, and any other non-vehicular accessways, dedication, and maintenance shall be the responsibility of the mandatory homeowners'/property owners'/condominium owners'/merchants' association(s) or an appropriate entity other than the County. Pasco County will not be responsible for the maintenance of any private streets or private access amenities.

21. Subject to the provisions of the LDC, Section 901.2.I. (Transportation-Corridor Management; Dedication-Rough Proportionality) the applicable landowner/developer shall convey, at no cost to the County, the required amount of right-of-way to achieve 73 feet of right-of-way from the centerline of construction of Little Road and 62 feet of right-of-way from the centerline of construction of Decubellis Road depicted on the MPUD Master Plan (Pasco County Corridor Preservation Table as amended, located in the Comprehensive Plan, Transportation Element, for arterial/collector and major intersection right-of-way requirements).

    In addition, the developer shall, at no cost to Pasco County, design, construct, provide, and obtain any and all permits required by any local, State, or Federal agency for appropriate and sufficient drainage/retention, wetland, and floodplain mitigation facilities on the developer's property or at another site acceptable to the County to mitigate all impacts associated with the initial and future planned roadway; i.e., in the current County Comprehensive Plan Transportation Element or Metropolitan Planning Organization Long-Range Plan, improvements of Little Road, and/or Decubellis Road, within or adjacent to the boundaries of the developer's property including, but not limited to, mitigation for initial and future lanes of travel, shoulders, frontage roads, sidewalks, multimodal paths, medians, permanent slope easements (once grade of roadway is set) and other roadway appurtenances. The required drainage/retention, wetland, and floodplain mitigation facilities shall be determined at the time of stormwater-management plan review for the portion(s) of the project adjacent to Decubellis Road and/or Little Road, and this paragraph of this condition shall expire after such stormwater-management plans have been approved unless such facilities are required pursuant to a development agreement approved pursuant to the LDC, Section 406.3. All stormwater-management plans, reports, or calculations for the developer's project shall include a detailed scope of design and permitting parameters and a signed and sealed certification that such plans, reports, or calculations comply with this condition.

22. To the extent that any of the conditions of this approval constitute monetary or property exactions that are subject to *Nollan v. California Coastal Comm'n*, 483 U.S. 825 (1987), and *Dolan v. City of Tigard*, 512 U.S 374 (1994), the applicant/owner, and successors and assigns (a), agrees that there is a nexus and rough proportionality between such conditions and the impacts of this project/development and that such conditions are necessary to ensure compliance with the criteria of the LDC and Comprehensive Plan that are applicable to this approval, and (b) waives any claims based on such conditions. This agreement/waiver was entered into voluntarily, in good faith, for valuable consideration, and with an opportunity to consult legal counsel, but does not affect the applicant/owner's ability to seek variances, administrative remedies, or modifications of the conditions of this approval through applicable processes in the LDC, and does not affect the applicant/owner's ability to bring an action pursuant to Section 70.45, Florida Statutes.

Design/Construction Specifications

23. Prior to the final building inspection for the first residential building in Phase 1 on the Binding Concept Plan, the driveway from Phase 1 to Little Road as depicted on the Binding Concept Plan shall be constructed.

24. Approval of the Decubellis and Little MPUD satisfies the County's collector and arterial design and spacing standards of the LDC, Section 901.1 (as to Transportation Corridor Spacing).

25. If, during construction activities, any evidence of historic resources including, but not limited to, aboriginal or historic pottery, prehistoric stone tools, bone or shell tools, historic trash pits, or historic building foundation, are discovered, work shall come to an immediate stop, and the Florida Department of Historic Resources (State Historic Preservation Officer) and Pasco County shall be notified within two working days of the resources found on the site.

26. If the adjacent property to the west has an approved PDP/PSP or is built out, then prior to PDP/PSP approval for the adjacent development, the developer shall supply evidence that it has coordinated with the developer(s) and engineer(s)/surveyor(s) of the adjoining parcels to identify and provide the location of any required interconnecting roadway [such interconnecting roadways do not include the collector/arterial/vision roadways as depicted on the approved master plan]. The following information shall be shown on all PDPs/PSPs and construction plans/construction site plans that include or abut the interconnecting roadway: location (by State plane coordinates), centerline, right-of-way width, cross-section, elevation of centerline, grade, and centerline geometry (tangent bearing/curve geometry) to provide a seamless continuation of this road at property lines.

27. The developers shall comply with the County and Pasco County Public Transportation requirements to accommodate mass transit service to and within the project if service is available or planned at the time of preliminary plan/preliminary site plan approval. A detailed description of the overall transit accommodations plan shall include but is not limited to, a proposed ingress and egress route for buses and bus stops proposed to service the project including, but not limited to, benches, shelters, lighting, pedestrian walkways, landscaping, and placement as required by the County or Pasco County Public Transportation. The developers shall submit a detailed description of the overall transit accommodations plan to PDD for review and approval prior to or concurrent with the PDP/PSP of the first unit or phase within the development. Approval of the detailed description of the overall transit-accommodations plan is subject to Pasco County Public Transportation review and approval in accordance with the Pasco County Public Transportation *Transit Infrastructure Guidelines* (June 2005), as may be amended from

time to time, or any subsequent ordinance adopted by Pasco County. The developers shall include and show on any PDP/PSP submittal the approved transit-accommodation facilities, which shall be constructed with the infrastructure improvements of each affected preliminary plan/preliminary site plan unless an alternative phasing of transit-accommodation-facilities construction is approved with the overall transit-accommodations plan. The applicant/developers and their successors shall not refuse the Pasco County Public Transportation, or any other transit authority, or any of its users/patrons access to such facilities.

28. The developer(s) may submit an overall pedestrian/bike path plan to the PDD for approval prior to the approval of the first PSP, which provides a path circulation in accordance with the Pasco County LDC, as amended, or an alternative method acceptable to the PDD, and in compliance with the handicapped provisions of Section 336.045, Florida Statutes, or other applicable law. In the absence of an approved pedestrian/bike path plan, compliance with the LDC is required.

29. All sidewalks, bike paths, multi-use trails, and other non-vehicular pathways within the Decubellis and Little MPUD shall not be the maintenance responsibility of the County.

Utilities/Water Service/Wastewater Disposal

30. A Master Utility Plan for the entire development shall be submitted to the Utilities Services Branch for review and approval prior to or concurrent with the submittal of the first construction plan/construction site plan. This utility plan shall show, at a minimum, the following:

    a. Trunk sewer lines and lift stations.

    b. Main potable water lines and non-potable water lines, if applicable.

    c. Sewage treatment facility locations, including discussion of the proposed method of treatment and the feasibility of a non-potable water system for irrigation.

    d. Method of lighting for all nonlocal roads shall be submitted at the time of record plat submittal for each unit or phase.

    e. A Master Utility Plan shall include *AutoCAD* and PDF electronic files and hydraulic analysis for the water, wastewater, and reclaimed water systems and shall be in conformance with the Utilities Services Plan guidelines implemented by the Utilities Services Branch.

31. Prior to the first construction plan/construction site plan approval, the developer(s) and the County shall enter into a Utilities Service Agreement.

32. The developer(s) shall construct all water and wastewater facilities within the development to current County standards. A complete set of instructions may be obtained from the Utilities Services Branch.

33. In consideration of Pasco County's agreement to provide potable water and/or reclaimed water to the subject property, the developer(s)/owner(s) and its successors and assigns, agree to the following:

a. In the event of production failure or shortfall by Tampa Bay Water (TBW), as set forth in Section 3.19 of the Interlocal Agreement creating TBW, and then only for so long as such a production failure or shortfall exists, the developer(s)/ the owner(s) shall transfer to the County any and all Water Use Permits or water- use rights the developer(s)/owner(s) may have to use or consume surface or groundwater within the subject property, provided that the same is not needed to continue any existing agricultural uses on the subject property, in which case, such transfer shall not be required as long as such agricultural uses are active.

b. Prior to the developer(s)/owner(s) selling water, Water Use Permits, or water-use rights, the developer(s)/owner(s) shall notify Pasco County and Pasco County shall have a right of first refusal to purchase such water, Water Use Permits, or water- use rights.

Stormwater

34. The applicant shall contact the SWFWMD Engineering & Watershed Management Section for the latest floodplain study information available for design.

35. At the time of the first site development permit, the applicant shall comply with applicable County floodplain management requirements.

36. All passthrough drainage and the finalized 100-year floodplain shall have an access and maintenance easement over it. This easement shall be to Pasco County granting the county the right, but not the obligation to access and maintain.

37. The applicant shall verify if the proposed project is within a Basin of Special Concern. If the project lies in or partially within a Basin of Special Concern, the applicant shall comply with Basin of Special Concern criteria requirements.

Land Use

38. Land uses are permitted in accordance with Table 1.

Table 1

Development Category	Totals
Multi-Family Apartments (du)	384
Commercial/Retail/Office (square feet)	21,000*

*Commercial/Retail/Office uses shall not be located outside of the portion of the project with a ROR (Retail/Office/Residential) Comprehensive Plan Land Use Designation.

39. There shall be a minimum 4.48-acre mixed-use area as depicted on the MPUD Master Plan ("Mixed Use Area"). Within the Mixed Use Area, there shall be a minimum of 16,000 SF of commercial, retail, and/or office uses and at least one vertically integrated mixed-use building which shall only contain commercial/retail, office, and multi-family apartment units, and shall contain a minimum of two (2) of these uses. Any Multi-Family Apartment Accessory Uses (leasing office, parking, storage, and maintenance areas, and amenities (i.e. pool, clubhouse, gym, etc.) within the Mixed Use Area shall not count towards the minimum use or minimum square footage requirements.

Any multi-family apartment units within the Mixed Use Area shall be located on the upper floor(s) of a mixed-use building. There shall be a maximum of 354 multi-family apartment units located outside of the Mixed Use Area.

It is anticipated that buildings fronting Decubellis or Plathe Roads may be partly within and partly outside of the Mixed Use Area. In that event, the portion of the building(s) outside of the Mixed Use Area shall contain only multi-family apartment units or Multi- Family Apartment Accessory Uses.

40. Permitted uses shall be as follows:

a. Multi-Family Apartments.

b. Commercial/Retail permitted uses shall be all C-1 Neighborhood Commercial District permitted uses and C-2 General Commercial District permitted uses as listed in the LDC in effect at the time of adoption of MPUD, including fitness centers, restaurants including drive-in and drive-through restaurants, financial institutions, banks, hotels, private schools, and daycares. Notwithstanding, the following uses shall be prohibited: stand-alone car washes; new or pre-owned vehicle sales or leasing; cabinet, carpentry, plumbing, electrical, mechanical, welding, machine, sheet metal, or other similar trade shops; warehousing and general storage (including mini-warehouse, self-storage, and boat/RV storage); vehicle or equipment garage; major auto service; lumber yards; stand-alone lawn mower or small equipment sales or repairs; mortuaries, funeral homes, or crematoriums; stand-alone outdoor pottery, propane, septic tank or sod sales; shooting or archery ranges; solar power collection facility; automobile towing or collection facility.

c. Office permitted uses shall include all office uses, including all, PO-1 permitted uses and PO-2 permitted uses as listed in the LDC in effect at the time of adoption of MPUD, medical offices, health care related uses, medical/dental laboratories and clinics, diagnostic imaging, rehabilitation services, wellness centers, institutional medical office, cancer research/center, urgent care, dental services, sports medicine, eye center/clinic, weight loss clinic, sleep center, spine & orthopedic, hyperbaric medicine, research center, surgery center, free-standing emergency department, banks and financial institutions with a drive-thru, professional services, such as medical, legal, dental, engineering, land surveying, clerical, bookkeeping, consultant drafting, research, real estate, tax and financial, title and abstract, bonding and other similar services.

41. The following height standards shall apply to all uses:

a. There shall be no maximum height.

42. Dimensional standards shall be as follows.

a. Residential Dimensional/Development Standards:

Multi-Family Apartments.

1. Minimum Lot Area 20,000 Square Feet

2. Building Line Setbacks (Measured from Property Lines):

a. Front: 10 feet
b. Side: 15 feet
c. Rear: 15 feet

3. Maximum Lot Coverage 55 Percent Total – Principal and Accessory

b. Non-Residential Dimensional/Development Standards:

NON-RESIDENTIAL LOT STANDARDS										
Product Type	Minimum Lot Dimensions		Minimum Setbacks							Maximum
	Lot Width	Lot Depth	Side (Structure to Structure)	Side (Structure to Parking)	Side (Structure to Public R/W)	Front (Structure to Parking	Front (Structure to Public R/W)	Rear (Structure to Parking	Rear (Structure to Public R/W)	Lot Coverage*
Non-Residential	0'	0'	5'	5'	0'	5'	10'	5'	0'	100%
*Subject to setbacks and landscape buffers.										

43. The total aggregate number of dwelling units shall not exceed 384.

44. The minimum floor area for the commercial/retail/office portion shall equal or exceed 16,000 square feet of gross floor area and the maximum floor area for the commercial/retail portion shall not exceed 21,000 square feet of gross floor area, including out-parcels.

45. Parcels may be developed out of numerical sequence and in multiples as long as the parcels being developed do not rely upon infrastructure construction of future parcels.

46. Interim silvicultural and/or agricultural activities shall be permitted until the commencement of development for that portion of the proposed development.

Procedures

47. Unless required elsewhere within the conditions of approval, all conveyances shall occur at record plat or the issuance of the first CO where a record plat is not required or within 90 days of the County's request, whichever occurs first. All conveyances shall include access easements, be in a form acceptable to the Real Estate Division, and be free and clear of all liens and encumbrances, including exemption from all covenants and deed restrictions.

48. The developer(s) shall submit and obtain approval of a Substantial Modification to add uses not previously approved or to reduce open-space or preservation/conservation areas. A Substantial Modification is also required if there is a cumulative increase in density or intensity of ten percent or more in the number of average daily trips as defined by the Institute of Traffic Engineers and the Pasco County Access Management Team.

49. Unless otherwise approved by the Fire Marshal or designee, the development shall be included into a Pasco County Municipal Fire Service Taxing Unit to provide fire protection. The developer(s) shall submit a petition for inclusion into the Pasco County Municipal Fire Service Taxing Unit at the time of record plat submission, or when no plat is required, prior to the issuance of the first Building Permit. In no case shall a Building Permit be issued until the Fire Marshal, or designee has received such a petition.

50. A PSP must be approved for an entire increment (bubble) prior to any phased construction plan/construction site plan approval. A PSP must also be approved for each multiple-family (non-fee simple) increment in its entirety prior to any phased construction site plan approval.

51. PSP submittals shall include a detailed breakdown of the individual plan approvals, including the plan name and increment or phase designation as it relates to the Master Development Plan, acreage of the site, total number of units which have received PSP approval, and/or construction plan/construction site plan approval.

52. If a PSP for the entire MPUD is not submitted and approved by August 22, 2029 (subject to any statutory or County-wide extensions issued subsequent to the approval of these revised conditions of approval), the conditions of approval for those portions of the MPUD that do not have (unexpired) PSP approval shall expire. If the MPUD expires, a new MPUD must be applied for and approved by the BCC, and the conditions of approval shall be in accordance with the Comprehensive Plan and LDC in effect at that time, including an updated Timing and Phasing Analysis as required. Additional conditions based upon the updated timing and phasing analysis may be imposed by the County.

53. This MPUD contains land areas that could be construed as being zoned for commercial or mixed-use, and that have been specifically reserved in the MPUD for such uses to ensure that the project provides the benefits of mixed-use development, including but not limited to, adequate employment generation and internal capture of vehicular trips. Accordingly, the applicant/developer has committed to, and is hereby requiring, that

the permitted uses for such commercial or mixed-use areas shall remain those uses required by these MPUD conditions of approval, notwithstanding any potential contrary requirements in Section 125.01055(7), Florida Statutes. This condition shall be construed as a requirement imposed by the applicant/developer, and not a requirement of the County, to the extent it prevents any use allowed or preempted by Section 125.01055(7), Florida Statutes.

54. The applicant/developer(s) agree that the applicant/developer and any successors or assigns are not eligible for the ad valorem tax exemption in Section 196.1978, Florida Statutes, and further agree the applicant/developer and any successors or assigns will not apply for such an exemption for any portion of the development authorized by this approval.

55. An extension of time limit for approval beyond August 22, 2029, shall be processed as a substantial modification approved by the BCC.

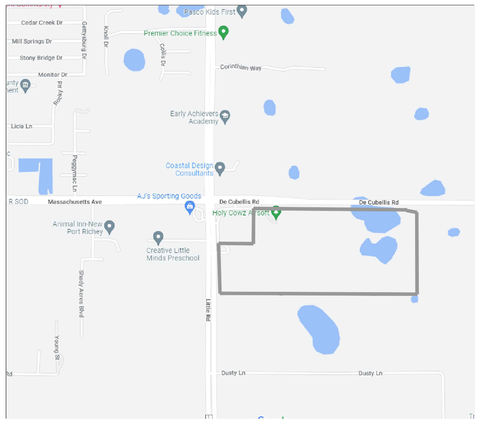
56. In addition to complying with the above conditions, no further plan approvals will be granted until such time as the acknowledgment portion of the **BCC-approved document** is completed (including notarization) and received by the PDD after the BCC action.

57. All conditions of this MPUD approval are material to the BCC approval. Accordingly, the conditions are not severable. In the event any section, subsection, sentence, clause, or provision of these conditions or the rezoning resolution is challenged and declared illegal, invalid, or in violation of any statutory or constitutional requirement by a body with jurisdiction to make such determination, the remainder of the conditions and MPUD approval shall be suspended until such time that the BCC modifies the MPUD conditions of approval to address the illegal or invalid provision, provided that such suspension shall not exceed nine months in duration. However, such determination shall not affect the validity of 1) MPUD entitlements that have received plat, Building Permit, or CO approval; or 2) any MPUD mitigation committed to or performed as of the date the determination is made, unless such approvals or mitigation are specifically declared to be illegal, invalid, or unenforceable. Requests for BCC-approved modifications to the MPUD or the MPUD conditions of approval shall not be considered challenges and decisions by the BCC regarding any modification or the like shall not have the effect of suspending the conditions and the MPUD approval under any circumstances.

EXHIBIT C

MASTER PLAN

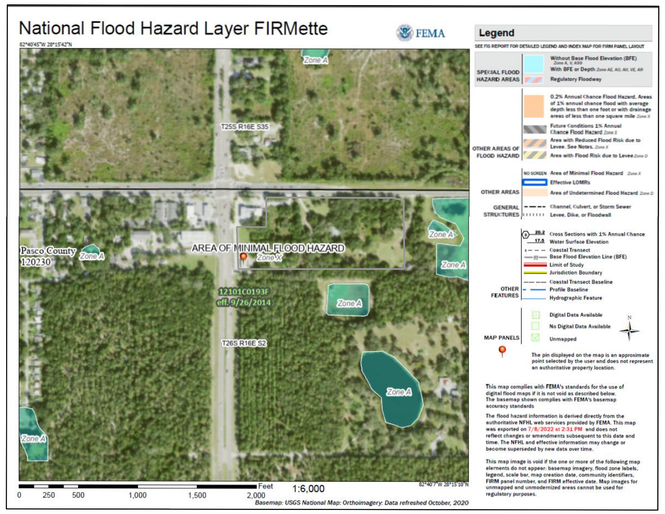
LOCATION MAP



EXISTING PARCEL DATA

PROPERTY OWNER	TROY PFOST
PID:	02-26-16-0010-00600-0000
EXISTING USE:	SERVICE SHOPS
EXISTING FLU:	ROR (RETAIL/OFFICE/RESIDENTIAL - 24 du/ga)
EXISTING ZONING:	MPUD
PROPERTY OWNER	LITTLE MICHEALINE I FAMILY TR
PID:	02-26-16-0010-00500-0000
EXISTING USE:	SINGLE FAMILY
EXISTING FLU:	RES-24 (RESIDENTIAL-24 du/ga)
EXISTING ZONING:	MPUD
PROPERTY OWNER	DML PROPERTIES, LLC
PID:	02-26-16-0010-00500-0010
EXISTING USE:	VACANT
EXISTING FLU:	RES-24 (RESIDENTIAL-24 du/ga)
EXISTING ZONING:	MPUD
PROPERTY OWNER	GENE D. LITTLE AND LINDA LITTLE
PID:	02-26-16-0010-00400-0000
EXISTING USE:	VACANT
EXISTING FLU:	RES-24 (RESIDENTIAL-24 du/ga)
EXISTING ZONING:	MPUD
PROPERTY OWNER	STEVEN M. LITTLE
PID:	02-26-16-0010-00300-0000
EXISTING USE:	VACANT
EXISTING FLU:	RES-24 (RESIDENTIAL-24 du/ga)
EXISTING ZONING:	MPUD
PROPERTY OWNER	KIMBERLY J. LITTLE
PID:	02-26-16-0010-00300-0010
EXISTING USE:	SINGLE FAMILY
EXISTING FLU:	RES-24 (RESIDENTIAL-24 du/ga)
EXISTING ZONING:	MPUD

National Flood Hazard Layer FIRMette



LEGEND

LIMITS OF MPUD / RIGHT-OF-WAY
RIGHT-OF-WAY
CROSS ACCESS
PROJECT ACCESS
8' MULTIUSE PATH
EXISTING ACCESS
FLU
ZONING
PARCEL ID
PARCEL INFORMATION

NORTH

SCALE: 1"=80'

0' 40' 80' 160

GRAPHIC SCALE (IN FEET)

PROJECT DEVELOPER / OWNER:	CHARLESTON COMMUNITIES 7421 LITTLE ROAD NEW PORT RICHEY, FL 34654
LOCATION:	SE CORNER OF LITTLE RD AND DECUBELLIS RD.
ALLOWABLE USES	SEE CONDITIONS OF APPROVAL.
PROJECT AREA	
GROSS AREA	17.99 ACRES
WETLANDS	0.00
DEVELOPABLE AREA	17.99 ACRES
PROPOSED ZONING:	MPUD (21.35 DU/AC)
PROPOSED USES:	384 MULTI-FAMILY RESIDENTIAL UNITS 21,000 SQ. FT. OF NON-RESIDENTIAL SEE CONDITIONS OF APPROVAL

GENERAL NOTES

1. TIMING OF DEVELOPMENT: THE TIMING OF DEVELOPMENT FOR EACH PHASE OF THE PROJECT WILL BE ESTABLISHED BY THE DEVELOPER IN RESPONSE TO MARKET CONDITIONS.
2. TRANSPORTATION NETWORK & PROJECT ACCESS POINTS: 2 PROJECT ACCESS POINTS TO/FROM DECUBELLIS ROAD (1 EXISTING / 1 PROPOSED), 1 PROJECT ACCESS POINT TO FROM LITTLE ROAD (PROPOSED) & 2 CROSS ACCESS POINTS WITH PARCEL 02-26-16-0010-00600-0010 TO NORTH WEST (EXISTING).
3. ALL PROJECT ACCESS POINT LOCATIONS, TYPES OF ACCESS POINTS AND SPACING OF ACCESS POINTS SHOWN ON THE MASTER PLAN ARE APPROVED CONCURRENTLY WITH THIS MPUD. ANY MODIFICATIONS TO SAME THAT COMPLY WITH LAND DEVELOPMENT CODE (LDC) REGULATIONS SHALL BE REVIEWED AND APPROVED BY THE COUNTY ADMINISTRATOR OR DESIGNEE. ANY MODIFICATIONS TO THE APPROVED ACCESS MANAGEMENT PLAN THAT VARY FROM LDC REGULATIONS SHALL BE REVIEWED AND APPROVED IN ACCORDANCE WITH THE LDC. ANY MODIFICATIONS SHALL NOT REQUIRE AN AMENDMENT TO THE MASTER PLAN.
4. THE TOTAL NEIGHBORHOOD PARK ACREAGE MUST EQUAL AT LEAST TEN PERCENT (10%) OF THE UPLAND ACREAGE WITHIN THE MULTIFAMILY PARCEL, AND UNLESS AN ALTERNATIVE STANDARD IS APPROVED, THE STANDARD LDC PROVISIONS SHALL APPLY TO DETERMINE WHAT LAND AND FACILITIES MAY BE COUNTED TOWARD SUCH MULTIFAMILY NEIGHBORHOOD PARK AREA REQUIREMENT. PARK SIZES AND LOCATIONS SHALL BE DETERMINED DURING POP/PSP.
5. ENVIRONMENTAL ISSUES: THERE ARE NO WETLANDS OR FLOODPLAINS ON THE SITE. THERE ARE NO CRITICAL LINKAGES WITHIN THE SITE. THERE ARE NO WELLHEAD PROTECTION AREAS ON THE SITE OR WITHIN 1,000 FEET OF THE SITE. THE SITE IS NOT LOCATED WITHIN A BASIN OF SPECIAL CONCERN. SEE PRELIMINARY LISTED SPECIES ASSESSMENT MEMO FOR THE ENVIRONMENTAL/WILDLIFE HABITAT ASSESSMENT FOR THE SITE.
6. POTABLE WATER, SANITARY SEWER, AND FIRE SERVICE TO BE PROVIDED BY PASCO COUNTY UTILITIES.
7. INTERIM USES: AGRICULTURAL USES SHALL BE PERMITTED UNTIL COMMENCEMENT OF DEVELOPMENT FOR THAT PORTION OF THE PROPOSED DEVELOPMENT.
8. ELECTRICAL SERVICE TO BE PROVIDED BY DUKE ENERGY, LTD.
9. UNLESS AN ALTERNATIVE STANDARD IS APPROVED AT THE POP/PSP, BUFFERS SHALL BE PER THE LDC. LANDSCAPE BUFFERS SHALL NOT BE REQUIRED FOR USES INTERNAL TO THE MPUD.
10. DIMENSIONAL STANDARDS
    A. MULTI-FAMILY APARTMENTS
1. MINIMUM LOT AREA: 20,000 SF
2. BUILDING SETBACKS (MEASURED FROM MPUD BOUNDARY)
    a. FRONT: 15 FEET
    b. SIDE: 15 FEET
    c. REAR: 20 FEET
3. MAXIMUM LOT COVERAGE: 55% TOTAL (PRINCIPAL & ACCESSORY)
    B. NON-RESIDENTIAL

NON-RESIDENTIAL LOT STANDARDS

Product Type	Minimum Lot Dimensions		Minimum Setbacks							Maximum
	Lot Width	Lot Depth	Side (Structure to Structure)	Side (Structure to Parking)	Side (Structure to Public R/W)	Front (Structure to Parking	Front (Structure to Public R/W)	Rear (Structure to Parking	Rear (Structure to Public R/W]	Lot Coverage*
Non-Residential	0'	0'	5'	5'	0'	5'	10'	5'	0'	100%

*Subject to setbacks and landscape buffers.

LEGAL DESCRIPTION

PARCEL I
A PORTION OF TRACTS 5 AND 6, PORT RICHEY LAND COMPANY SUBDIVISION OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 1, PAGES 60 AND 61 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 2; THE SAME BEING THE NORTHWEST CORNER OF SAID TRACT 6; THENCE RUN ALONG THE NORTH BOUNDARY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 2; THE SAME BEING THE NORTH BOUNDARY LINE OF SAID TRACT 6, SOUTH 89°25'16" EAST, A DISTANCE OF 60.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG THE NORTH BOUNDARY LINE OF SAID TRACTS 6 AND 5, SOUTH 89°25'16" EAST, A DISTANCE OF 440.00 FEET; THENCE SOUTH 00°34'44" WEST, A DISTANCE OF 653.27 FEET TO THE SOUTH BOUNDARY LINE OF SAID TRACT 5; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID TRACTS 5 AND 6, NORTH 89°41'13" WEST, A DISTANCE OF 449.65 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF LITTLE ROAD AS IT IS NOW ESTABLISHED; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 02°16'21" EAST, A DISTANCE OF 364.88 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 00°21'44" EAST, A DISTANCE OF 290.63 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT ROAD RIGHTS OF WAY FOR LITTLE ROAD AND DECUBELLIS ROAD. LESS AND EXCEPT THAT PORTION IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3940, PAGE 1510, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

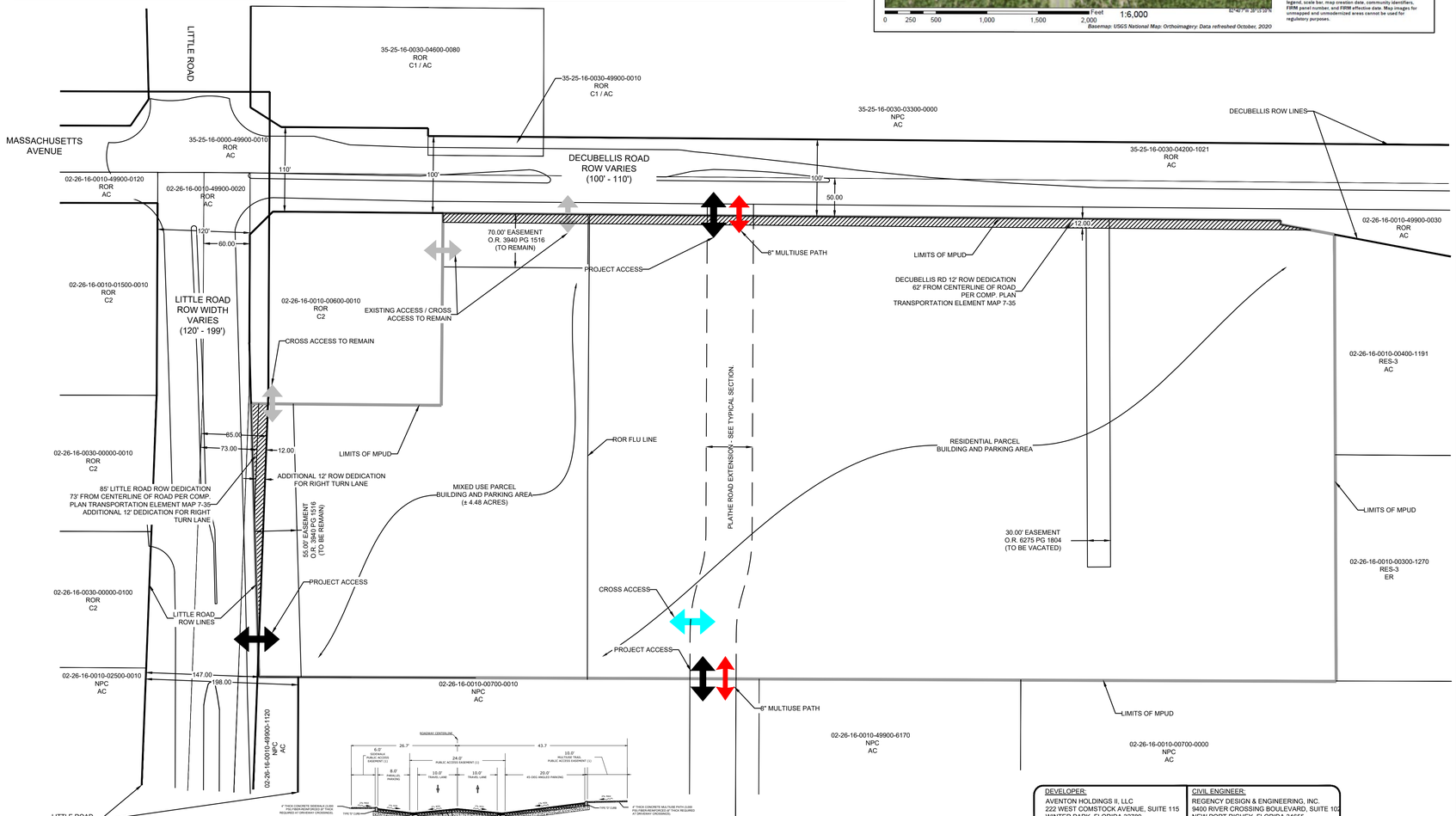
PARCEL II
TRACT A
A PORTION OF TRACT 4 AND 5 IN PORT RICHEY LAND COMPANY SUBDIVISION, LYING IN SECTION 2, TOWNSHIP 26 SOUTH, RANGE 16 EAST. ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 1, PAGES 60 AND 61 PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 2; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 2, SOUTH 89°25'16" EAST FOR A DISTANCE OF 500 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 2, SOUTH 89°25'16" EAST FOR A DISTANCE OF 646.51 FEET; THENCE SOUTH 00°09'08" EAST FOR A DISTANCE OF 650.28 FEET TO THE SOUTH LINE OF SAID TRACT 4; THENCE ALONG THE SOUTH LINE OF SAID TRACTS 4 AND 5 NORTH 89°41'13" WEST FOR A DISTANCE OF 654.81 FEET (CALCULATED); THENCE NORTH 00°34'44" EAST FOR A DISTANCE OF 653.27 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT ROAD RIGHT-OF-WAY FOR DECUBELLIS ROAD.
LESS AND EXCEPT THAT PORTION IN DEEDS RECORDED IN OFFICIAL RECORDS BOOK 6557, PAGE 107, DEED BOOK 113, PAGE 277 DEED BOOK 143, PAGE 100, OFFICIAL RECORDS BOOK 1242, PAGE 1422 OFFICIAL RECORDS BOOK 1242, PAGE 1423, OFFICIAL RECORDS BOOK 1242, PAGE 1425, OFFICIAL RECORDS BOOK 1242, PAGE 1426 AND OFFICIAL RECORDS BOOK 1345, PAGE 142, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.
TRACT B
A PORTION OF TRACT 5 IN PORT RICHEY LAND COMPANY SUBDIVISION LYING IN SECTION 2, TOWNSHIP 26 SOUTH, RANGE 16 EAST, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 1, PAGES , PUBLIC RECORDS OF PASCO COUNTY, FLORIDA LESS AND EXCEPT THAT PORTIONS IN DEEDS RECORDED IN OFFICIAL RECORDS BOOK 1345, PAGE , OFFICIAL RECORDS BOOK 6557, PAGE 107, OFFICIAL RECORDS BOOK 8230, PAGE 70, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA AND LESS AND EXCEPT ROAD RIGHT OF WAY FOR DECUBELLIS ROAD.

PARCEL III
A PORTION OF TRACTS 4 AND 5, PORT RICHEY LAND COMPANY SUBDIVISION OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 1, PAGES 60 AND 61, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 2, THENCE RUN ALONG THE NORTH BOUNDARY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 2, SOUTH 89°25'16 EAST, A DISTANCE OF 500.00 FEET; THENCE SOUTH 00°34'44" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF DECUBELLIS ROAD AS NOW ESTABLISHED; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE SOUTH 89°25'16" EAST, A DISTANCE OF 497.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH ROAD RIGHT OF WAY LINE, SOUTH 89°25'16" EAST, A DISTANCE OF 149.65 FEET; THENCE SOUTH 00°09'08" EAST, A DISTANCE OF 600.28 FEET; THENCE NORTH 89°41'15" WEST, A DISTANCE OF 654.82 FEET; THENCE NORTH 00°34'44" EAST, A DISTANCE OF 268.76 FEET; THENCE SOUTH 89°25'16" EAST, A DISTANCE OF 501.78 FEET; THENCE NORTH 00°09'08" WEST, A DISTANCE OF 334.54 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT ROAD RIGHT OF WAY FOR DECUBELLIS ROAD.

PARCEL IV
A PORTION OF TRACTS 2, 3 AND 4 OF THE PORT RICHEY LAND COMPANY SUBDIVISION OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 1, PAGES 60 AND 61 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE NE 1/4 OF SAID SECTION 2; THENCE RUN ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 2, SOUTH 89°25'16" EAST, A DISTANCE OF 1,146.51 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 2, SOUTH 89°25'16" EAST, A DISTANCE OF 747.78 FEET; THENCE PARALLEL WITH THE EAST BOUNDARY LINE OF SAID SECTION 2, SOUTH 0°09'08" EAST, A DISTANCE OF 353.41 FEET; THENCE NORTH 89°33'14" WEST, A DISTANCE OF 747.76 FEET; THENCE NORTH 0°09'08" WEST, A DISTANCE OF 355.14 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT ROAD RIGHT OF WAY FOR DECUBELLIS ROAD. LESS AND EXCEPT THAT PORTION IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3312, PAGE 1418 PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

PARCEL V
A PORTION OF TRACTS 2, 3 AND 4 OF THE PORT RICHEY LAND COMPANY SUBDIVISION OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 1, PAGES 60 AND 61, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE NE 1/4 OF SAID SECTION 2; THENCE RUN ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 2, SOUTH 89°25'16" EAST, A DISTANCE OF 1,146.51 FEET; THENCE PARALLEL WITH THE EAST BOUNDARY LINE OF SAID SECTION 2, SOUTH 0°09'08" EAST, A DISTANCE OF 355.14 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89°33'14" EAST, A DISTANCE OF 747.76 FEET; THENCE SOUTH 0°09'08" EAST, A DISTANCE OF 293.41 FEET TO THE SOUTH BOUNDARY LINE OF SAID TRACT 2; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID TRACTS 2, 3 AND 4, NORTH 89°41'13" WEST, A DISTANCE OF 747.74 FEET; THENCE NORTH 0°09'08" WEST, A DISTANCE OF 295.14 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THAT PORTION CONVEYED IN DEEDS RECORDED IN OFFICIAL RECORDS BOOK 3312, PAGE 1415, OFFICIAL RECORDS BOOK 5678, PAGE 1737 AND OFFICIAL RECORDS BOOK 5690, PAGE 1750, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

PARCEL VI
A PORTION OF TRACT 3 AND 4 OF THE PORT RICHEY LAND COMPANY SUBDIVISION OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 1, PAGES 60 AND 61 PUBLIC RECORDS OF PASCO COUNTY, FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE NE 1/4 OF SAID SECTION 2, TOWNSHIP 26 SOUTH, RANGE 16 EAST; THENCE RUN ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 2, SOUTH 89°25'16" EAST A DISTANCE OF 1,146.51 FEET; THENCE SOUTH 00°09'08" EAST A DISTANCE OF 502.72 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°37'17" EAST A DISTANCE OF 322.68 FEET; THENCE SOUTH 00°09'08" EAST A DISTANCE OF 147.20 FEET; THENCE NORTH 89°41'13" WEST A DISTANCE OF 322.66 FEET THENCE NORTH 00°09'08" WEST A DISTANCE OF 147.57 FEET TO THE POINT OF BEGINNING.



GENERAL NOTE:
(1) PUBLIC ACCESS EASEMENT OVER THE SIDEWALK, PARALLEL PARKING AND 10-FOOT MULTIUSE TRAIL WILL BE GRANTED AT PLAT.
DESIGN SPEED AND ROADSIDE DIMENSIONS ARE MINIMUMS. SITE CONDITION MAY REQUIRE INCREASES.
* MINIMUM 24-INCH INTEGRAL DESIGN WITH CURB AND GUTTER PROTECTION AND APPROPRIATE SIGNAGE.
ALL DIMENSIONS & LABELS ARE TYPICAL (TYP.)

TYPICAL ROADWAY SECTION
PLATHE ROAD EXTENSION
STA. X+XX - X+XX - STA. X+XX - X+XX
DESIGN SPEED =30 MPH

DEVELOPER:	CIVIL ENGINEER:
AVENTON HOLDINGS II, LLC 222 WEST COMSTOCK AVENUE, SUITE 115 WINTER PARK, FLORIDA 32789 (773) 805-0237 CONTACT: TOM SUMINSKI TSUMINSKI@AVENTONCOMPANIES.COM	REGENCY DESIGN & ENGINEERING, INC. 9400 RIVER CROSSING BOULEVARD, SUITE 102 NEW PORT RICHEY, FLORIDA 34655 (727) 375-1155 CONTACT: JAIME P. GIRARDI, P.E. JAIME@REGENCYDESIGNENG.COM
SURVEYOR: MRIC SPATIAL 701 S. HOWARD AVENUE, SUITE 106-320 TAMPA, FLORIDA 32606 (813) 515-0821 CONTACT: PIERSON A. MONETTI, LS PMONETTI@MRICSPATIAL.COM	ATTORNEY: BARBARA L. WILHITE, ESQUIRE BARBARA L. WILHITE, P.A. 6327 GRAND BLVD NEW PORT RICHEY, FLORIDA 34652 (727) 942-0733 barbara@wilhitelaw.net

MPUD MASTER PLAN

AVENTON LITTLE MULTIFAMILY
PASCO COUNTY, FLORIDA

DRAWING INVALID UNLESS SIGNED, DATED & SEALED BY REGISTERED PROFESSIONAL

JAIME P. GIRARDI, P.E. # 59332

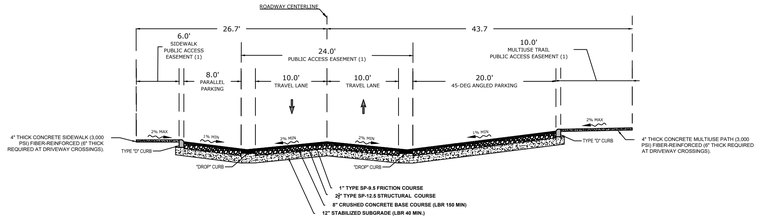
REGENCY
Design & Engineering, Inc.
9400 RIVER CROSSING BOULEVARD, SUITE 102, NEW PORT RICHEY, FLORIDA 34655
PHONE: (727) 375-1155 FAX: (727) 372-2339
CERTIFICATE OF AUTHORIZATION NO. 28366

REUSE OF DOCUMENT
THIS DOCUMENT, COMPRISED OF THE INCORPORATED IDEAS AND DESIGNS AS INSTRUMENTS OF PROFESSIONAL SERVICE, IS THE PROPERTY OF REGENCY DESIGN & ENGINEERING AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF REGENCY DESIGN & ENGINEERING

REV. BY	REV.NO.	DESCRIPTION	DATE
	1	MPUD REVISION	5/28/2025
	2	MPUD REVISION	7/28/2025
	3	MPUD REVISION	8/18/2025

SHEET
MPUD

R:\01-RDE Projects\213_Aventon Holdings II LLC\4161 - Little Decubellis Multifamily Feasibility\Drawings\From Tampa Civil_MPUD Master Plan\MPUD Dbl.dwg



GENERAL NOTE:

(1) PUBLIC ACCESS EASEMENT OVER THE TRAVEL LANES, 6-FOOT SIDEWALK AND 10-FOOT MULTIUSE TRAIL WILL BE CONVEYED TO THE COUNTY.

DESIGN SPEED AND ROADSIDE DIMENSIONS ARE MINIMUMS. SITE CONDITION MAY REQUIRE INCREASES.

* VARIANCE IN HORIZONTAL DESIGN SPEED ALLOWED WITH JUSTIFICATION AND APPROPRIATE SIGNAGE.

ALL DIMENSIONS & LABELS ARE TYPICAL (TYP.)

TYPICAL ROADWAY SECTION
PLATHE ROAD EXTENSION
STA. X+XX - X+XX - STA. X+XX - X+XX
DESIGN SPEED =30 MPH

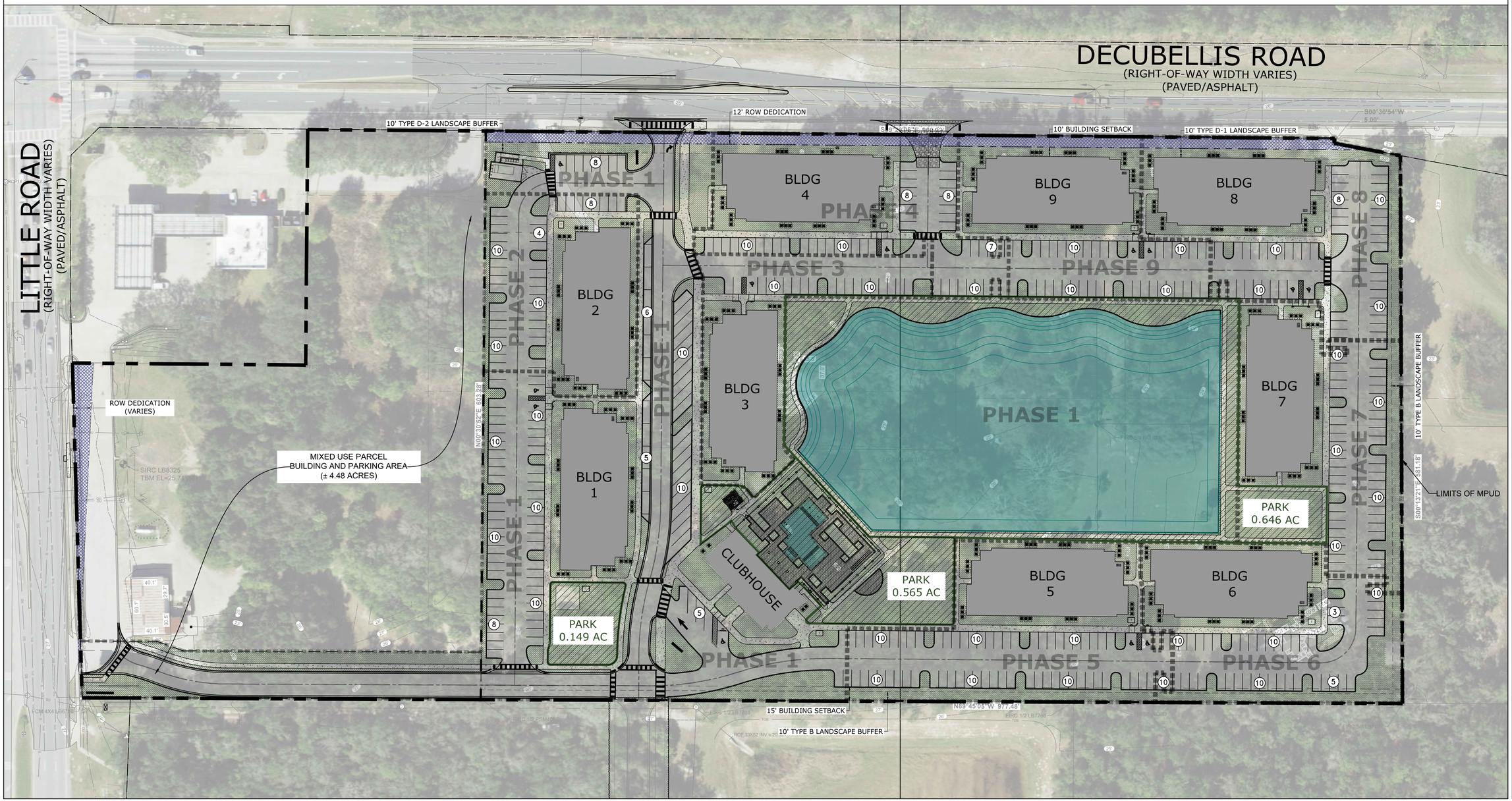
NOTES:

1.) BINDING MPUD CONCEPT PLAN IS FOR THE RESIDENTIAL PARCEL.

2.) MODIFICATIONS TO THE LOCATION(S) OF SITE INFRASTRUCTURE TO COMPLY WITH PERMITTING REQUIREMENTS SHALL NOT BE CONSIDERED A SUBSTANTIAL MODIFICATION TO THE BINDING MPUD CONCEPT PLAN.

N

0' 50' 100'
SCALE: 1" = 50'



BINDING MPUD CONCEPT PLAN

DeCUBELLIS AND LITTLE MPUD
PASCO COUNTY, FLORIDA

DRAWING INVALID UNLESS SIGNED, DATED & SEALED BY REGISTERED PROFESSIONAL

JAIME P. GIRARDI, P.E. # 59332

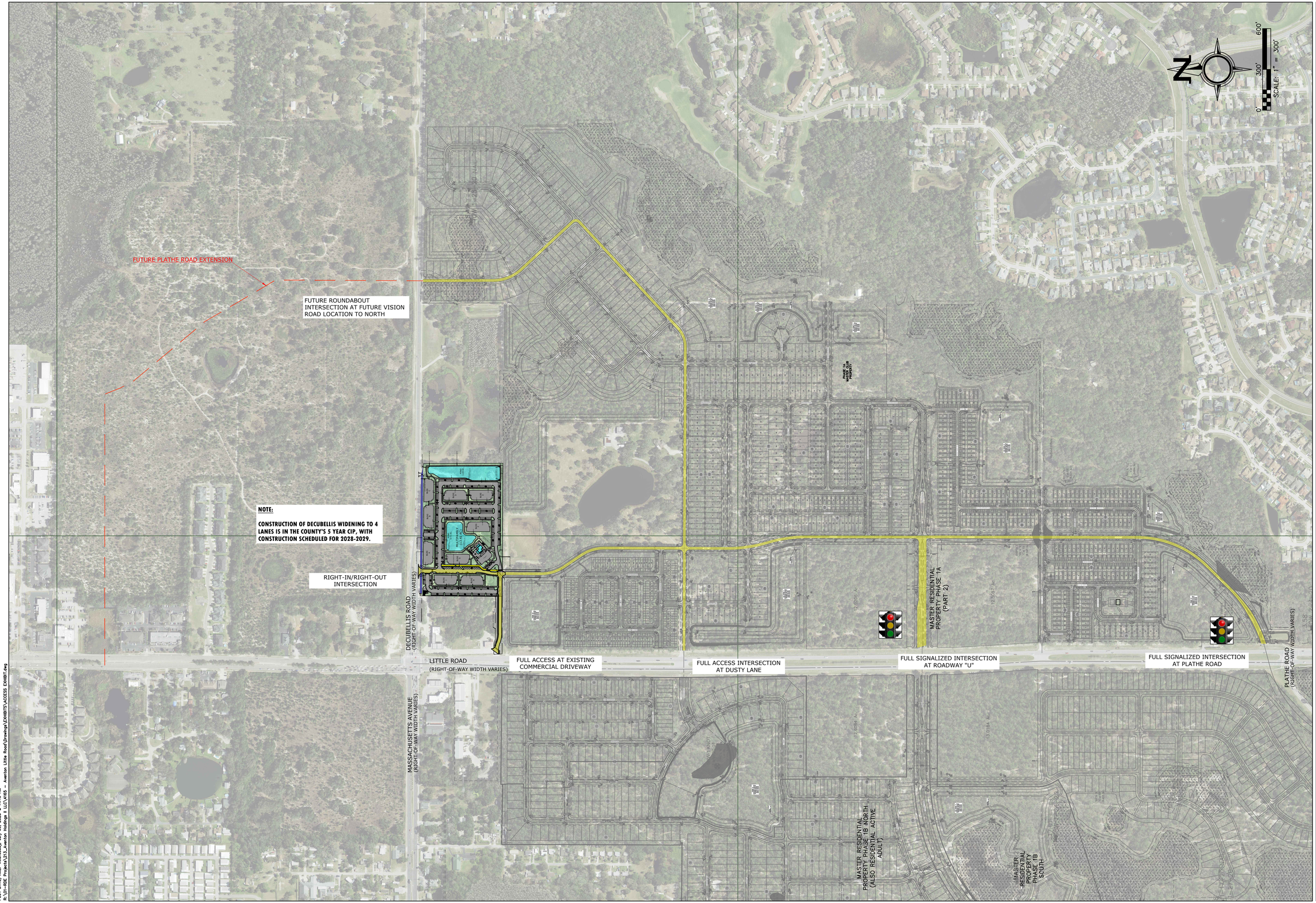
REGENCY
Design & Engineering, Inc.
9400 RIVER CROSSING BOULEVARD, SUITE 102 NEW PORT RICHEY, FLORIDA 34655
727-375-1155 EXT. 202 - FAX 727-375-1156
CERTIFICATE OF AUTHORIZATION NO. 28366

REUSE OF DOCUMENT
THIS DOCUMENT, COMPRISED OF THE INCORPORATED IDEAS AND DESIGNS AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF REGENCY DESIGN & ENGINEERING AND IS NOT TO BE USED, IN WHOLE OR IN PART FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN AUTHORIZATION OF REGENCY DESIGN & ENGINEERING.

DATE	REV. BY	REV. NO.	REVISION

SHEET
A

PLOT DATE/TIME: Wednesday, October 08, 2025 @ 3:48 PM
R:\01-RDE Projects\213_Aventon Holdings II LLC\4161 - Little Decubellis Multifamily Feasibility\Drawings\Exhibits\Binding MPUD Concept Plan\Binding MPUD Concept Plan.dwg



AVENTON LITTLE SURROUNDING ACCESS EXHIBIT

AVENTON LITTLE MULTIFAMILY PASCO COUNTY, FLORIDA

DRAWING INVALID UNLESS SIGNED, DATED & SEALED BY REGISTERED PROFESSIONAL

JAIME P. GIRARDI, P.E. # 59332

REGENCY Design & Engineering, Inc.
9400 RIVER CROSSING BOULEVARD, SUITE 102 NEW PORT RICHEY, FLORIDA 34655
727-375-1155 EXT. 202 - FAX 727-375-1156
CERTIFICATE OF AUTHORIZATION NO. 28366

REUSE OF DOCUMENT
THIS DOCUMENT, COMPRISED OF THE INCORPORATED IDEAS AND DESIGNS AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF REGENCY DESIGN & ENGINEERING AND IS NOT TO BE USED, IN WHOLE OR IN PART FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN AUTHORIZATION OF REGENCY DESIGN & ENGINEERING.

DATE	REV. BY	REV. NO.	REVISION

SHEET X

PLOT DATE/TIME: Wednesday, July 09, 2025 @ 11:16 AM
R:\01-RDE Projects\213_Aventon Holdings II LLC\4165 - Aventon Little Road\Drawings\EXHIBITS\ACCESS EXHIBIT.dwg

EX PARTE SIGN-IN/DISCLOSURE FORM

***THIS FORM MUST BE COMPLETED PRIOR TO OR DURING ANY MEETING OR DISCUSSION WITH A MEMBER OF THE BOARD OF COUNTY COMMISSIONERS OR PLANNING COMMISSION ("LOCAL PUBLIC OFFICIAL") RELATING TO ANY QUASI-JUDICIAL MATTER THAT MAY BE CONSIDERED BY SUCH BODIES, INCLUDING REZONINGS, ZONING AMENDMENTS, VARIANCES, ALTERNATIVE STANDARDS, CONDITIONAL USES, AND SPECIAL EXCEPTIONS.**

FAILURE TO COMPLETE THIS FORM, OR SUPPLY CORRECT INFORMATION, MAY RESULT IN THE LOCAL PUBLIC OFFICIAL'S REFUSAL TO CONDUCT THE MEETING OR DISCUSSION, OR FUTURE MEETINGS OR DISCUSSIONS.

Name of Local Public Official Attending Meeting/Discussion: _Commissioner Mariano_____

Date of Meeting/Discussion:_7/7/2025_ Location of Meeting/Discussion:_BCC WPGC Conference_

Room C (Mini)_____

Parties Attending Meeting/Discussion (additional parties provide information on back of this form):

Name	**Phone Number**	**Organization/Client**	**Area of Expertise (if applicable)**
Barbara L. Wilhite	727-942-0733	Barbara@wilhitelaw.net	Land Use
Tom Suminski		tsuminski@aventoncompanies.com	Developer
Jaime P. Girardi		jaime@regencydesigneng.com	Engineer

Application/Matter Being Discussed (include name and public hearing date, if known):
Aventon Decubellis Little MPUD_____

County Staff Contact Person For Application: _Kurt Siverson_____

Specific Topics/Issues Being Discussed. Check all that apply:

X	Traffic/access/transportation mitigation		Noise/odor
	Environmental/wetlands		Aesthetics/landscaping
	Compatibility of uses		Legal
	Density/intensity		Schools
	Economic		Parks
	Utilities		Libraries
	Drainage/stormwater		Fire/EMS/police/public safety
	Other:		Other:

Any written materials, diagrams, plans, or pictures presented to the Local Public Official will be (must check at least one):

	Provided in the same form to County Staff prior to the public hearing for inclusion in the record of the public hearing.
	Provided to the Local Public Official and attached to this disclosure form for inclusion in the record of the public hearing.
X	Presented in the same form at the public hearing.
	Written materials, diagrams, plans or pictures will not be presented to the Local Public Official.

---

*Note to Local Public Official or Administrative Staff of Local Public Official—Please provide a copy of completed disclosure forms (and any attachments) to the County Staff Contact Person identified above and the Zoning Administrator prior to the public hearing **or** provide the disclosure form (and any attachments) at the commencement of the public hearing for the application identified above.

EX PARTE SIGN-IN/DISCLOSURE FORM

***THIS FORM MUST BE COMPLETED PRIOR TO OR DURING ANY MEETING OR DISCUSSION WITH A MEMBER OF THE BOARD OF COUNTY COMMISSIONERS OR PLANNING COMMISSION ("LOCAL PUBLIC OFFICIAL") RELATING TO ANY QUASI-JUDICIAL MATTER THAT MAY BE CONSIDERED BY SUCH BODIES, INCLUDING REZONINGS, ZONING AMENDMENTS, VARIANCES, ALTERNATIVE STANDARDS, CONDITIONAL USES, AND SPECIAL EXCEPTIONS.**

FAILURE TO COMPLETE THIS FORM, OR SUPPLY CORRECT INFORMATION, MAY RESULT IN THE LOCAL PUBLIC OFFICIAL'S REFUSAL TO CONDUCT THE MEETING OR DISCUSSION, OR FUTURE MEETINGS OR DISCUSSIONS.

Name of Local Public Official Attending Meeting/Discussion: Commissioner Oakley

Date of Meeting/Discussion: 6/20/2025 Location of Meeting/Discussion: Historic Pasco County Courthouse, 37918 Meridian Avenue, Dade City

Parties Attending Meeting/Discussion (additional parties provide information on back of this form):

Name	Phone Number	Organization/Client	Area of Expertise (if applicable)
Barbara L. Wilhite	727-942-0733	Barbara@wilhitelaw.net	Law
Tom Suminski		tsuminski@aventoncompanies.com	Development
Sean Flanagan		sflanagan@aventoncompanies.com	Development
Jaime Girardi		jaime@regencydesigneng.com	Engineering

Application/Matter Being Discussed (include name and public hearing date, if known): Decubellis and Little MPUD

County Staff Contact Person For Application: Terry Pitts

Specific Topics/Issues Being Discussed. Check all that apply:

✓	Traffic/access/transportation mitigation		Noise/odor
	Environmental/wetlands		Aesthetics/landscaping
	Compatibility of uses		Legal
	Density/intensity		Schools
	Economic		Parks
	Utilities		Libraries
	Drainage/stormwater		Fire/EMS/police/public safety
	Other:		Other:

Any written materials, diagrams, plans, or pictures presented to the Local Public Official will be (must check at least one):

	Provided in the same form to County Staff prior to the public hearing for inclusion in the record of the public hearing.
	Provided to the Local Public Official and attached to this disclosure form for inclusion in the record of the public hearing.
✓	Presented in the same form at the public hearing.
	Written materials, diagrams, plans or pictures will not be presented to the Local Public Official.

*Note to Local Public Official or Administrative Staff of Local Public Official—Please provide a copy of completed disclosure forms (and any attachments) to the County Staff Contact Person identified above and the Zoning Administrator prior to the public hearing **or** provide the disclosure form (and any attachments) at the commencement of the public hearing for the application identified above.

EX PARTE SIGN-IN/DISCLOSURE FORM

***THIS FORM MUST BE COMPLETED PRIOR TO OR DURING ANY MEETING OR DISCUSSION WITH A MEMBER OF THE BOARD OF COUNTY COMMISSIONERS OR PLANNING COMMISSION ("LOCAL PUBLIC OFFICIAL") RELATING TO ANY QUASI-JUDICIAL MATTER THAT MAY BE CONSIDERED BY SUCH BODIES, INCLUDING REZONINGS, ZONING AMENDMENTS, VARIANCES, ALTERNATIVE STANDARDS, CONDITIONAL USES, AND SPECIAL EXCEPTIONS.**

FAILURE TO COMPLETE THIS FORM, OR SUPPLY CORRECT INFORMATION, MAY RESULT IN THE LOCAL PUBLIC OFFICIAL'S REFUSAL TO CONDUCT THE MEETING OR DISCUSSION, OR FUTURE MEETINGS OR DISCUSSIONS.

Name of Local Public Official Attending Meeting/Discussion: Commissioner Yeager

Date of Meeting/Discussion: 6/23/2025 Location of Meeting/Discussion: Pasco County Government Center, 8731 Citizens Drive, New Port Richey

Parties Attending Meeting/Discussion (additional parties provide information on back of this form):

Name	Phone Number	Organization/Client	Area of Expertise (if applicable)
Barbara L. Wilhite	727-942-0733	Barbara@wilhitelaw.net	Law
Tom Suminski		tsuminski@aventoncompanies.com	Development
Sean Flanagan		sflanagan@aventoncompanies.com	Development
Jaime Girardi		jaime@regencydesigneng.com	Engineering

Application/Matter Being Discussed (include name and public hearing date, if known): Decubellis and Little MPUD

County Staff Contact Person For Application: Terry Pittos

Specific Topics/Issues Being Discussed. Check all that apply:

✓	Traffic/access/transportation mitigation		Noise/odor
	Environmental/wetlands		Aesthetics/landscaping
	Compatibility of uses		Legal
	Density/intensity		Schools
	Economic		Parks
	Utilities		Libraries
	Drainage/stormwater		Fire/EMS/police/public safety
	Other:		Other:

Any written materials, diagrams, plans, or pictures presented to the Local Public Official will be (must check at least one):

	Provided in the same form to County Staff prior to the public hearing for inclusion in the record of the public hearing.
	Provided to the Local Public Official and attached to this disclosure form for inclusion in the record of the public hearing.
✓	Presented in the same form at the public hearing.
	Written materials, diagrams, plans or pictures will not be presented to the Local Public Official.

*Note to Local Public Official or Administrative Staff of Local Public Official—Please provide a copy of completed disclosure forms (and any attachments) to the County Staff Contact Person identified above and the Zoning Administrator prior to the public hearing **or** provide the disclosure form (and any attachments) at the commencement of the public hearing for the application identified above.

EX PARTE SIGN-IN/DISCLOSURE FORM

***THIS FORM MUST BE COMPLETED PRIOR TO OR DURING ANY MEETING OR DISCUSSION WITH A MEMBER OF THE BOARD OF COUNTY COMMISSIONERS OR PLANNING COMMISSION ("LOCAL PUBLIC OFFICIAL") RELATING TO ANY QUASI-JUDICIAL MATTER THAT MAY BE CONSIDERED BY SUCH BODIES, INCLUDING REZONINGS, ZONING AMENDMENTS, VARIANCES, ALTERNATIVE STANDARDS, CONDITIONAL USES, AND SPECIAL EXCEPTIONS.**

FAILURE TO COMPLETE THIS FORM, OR SUPPLY CORRECT INFORMATION, MAY RESULT IN THE LOCAL PUBLIC OFFICIAL'S REFUSAL TO CONDUCT THE MEETING OR DISCUSSION, OR FUTURE MEETINGS OR DISCUSSIONS.

Name of Local Public Official Attending Meeting/Discussion: Commissioner Starkey

Date of Meeting/Discussion: 6/18/2025 Location of Meeting/Discussion: Pasco County Government Center, 8731 Citizens Drive, New Port Richey

Parties Attending Meeting/Discussion (additional parties provide information on back of this form):

Name	Phone Number	Organization/Client	Area of Expertise (if applicable)
Barbara L. Wilhite	727-942-0733	Barbara@wilhitelaw.net	Law
Tom Suminski		tsuminski@aventoncompanies.com	Development
Sean Flanagan		sflanagan@aventoncompanies.com	Development
Jaime Girardi		jaime@regencydesigneng.com	Engineering

Application/Matter Being Discussed (include name and public hearing date, if known): Decubellis and Little MPUD

County Staff Contact Person For Application: Terry Pittos

Specific Topics/Issues Being Discussed. Check all that apply:

✓	Traffic/access/transportation mitigation		Noise/odor
	Environmental/wetlands		Aesthetics/landscaping
	Compatibility of uses		Legal
	Density/intensity		Schools
	Economic		Parks
	Utilities		Libraries
	Drainage/stormwater		Fire/EMS/police/public safety
	Other:		Other:

Any written materials, diagrams, plans, or pictures presented to the Local Public Official will be (must check at least one):

	Provided in the same form to County Staff prior to the public hearing for inclusion in the record of the public hearing.
	Provided to the Local Public Official and attached to this disclosure form for inclusion in the record of the public hearing.
✓	Presented in the same form at the public hearing.
	Written materials, diagrams, plans or pictures will not be presented to the Local Public Official.

*Note to Local Public Official or Administrative Staff of Local Public Official—Please provide a copy of completed disclosure forms (and any attachments) to the County Staff Contact Person identified above and the Zoning Administrator prior to the public hearing **or** provide the disclosure form (and any attachments) at the commencement of the public hearing for the application identified above.

EX PARTE SIGN-IN/DISCLOSURE FORM

***THIS FORM MUST BE COMPLETED PRIOR TO OR DURING ANY MEETING OR DISCUSSION WITH A MEMBER OF THE BOARD OF COUNTY COMMISSIONERS OR PLANNING COMMISSION ("LOCAL PUBLIC OFFICIAL") RELATING TO ANY QUASI-JUDICIAL MATTER THAT MAY BE CONSIDERED BY SUCH BODIES, INCLUDING REZONINGS, ZONING AMENDMENTS, VARIANCES, ALTERNATIVE STANDARDS, CONDITIONAL USES, AND SPECIAL EXCEPTIONS.**

FAILURE TO COMPLETE THIS FORM, OR SUPPLY CORRECT INFORMATION, MAY RESULT IN THE LOCAL PUBLIC OFFICIAL'S REFUSAL TO CONDUCT THE MEETING OR DISCUSSION, OR FUTURE MEETINGS OR DISCUSSIONS.

Name of Local Public Official Attending Meeting/Discussion: Commissioner Weightman

Date of Meeting/Discussion: 6/18/2025 Location of Meeting/Discussion: Historic Pasco County Courthouse, 37918 Meridian Avenue, Dade City

Parties Attending Meeting/Discussion (additional parties provide information on back of this form):

Name	Phone Number	Organization/Client	Area of Expertise (if applicable)
Barbara L. Wilhite	727-942-0733	Barbara@wilhitelaw.net	Law
Tom Suminski		tsuminski@aventoncompanies.com	Development
Sean Flanagan		sflanagan@aventoncompanies.com	Development
Jaime Girardi		jaime@regencydesigneng.com	Engineering

Application/Matter Being Discussed (include name and public hearing date, if known): Decubellis and Little MPUD

County Staff Contact Person For Application: Terry Pitts

Specific Topics/Issues Being Discussed. Check all that apply:

✓	Traffic/access/transportation mitigation		Noise/odor
	Environmental/wetlands		Aesthetics/landscaping
	Compatibility of uses		Legal
	Density/intensity		Schools
	Economic		Parks
	Utilities		Libraries
	Drainage/stormwater		Fire/EMS/police/public safety
	Other:		Other:

Any written materials, diagrams, plans, or pictures presented to the Local Public Official will be (must check at least one):

	Provided in the same form to County Staff prior to the public hearing for inclusion in the record of the public hearing.
	Provided to the Local Public Official and attached to this disclosure form for inclusion in the record of the public hearing.
✓	Presented in the same form at the public hearing.
	Written materials, diagrams, plans or pictures will not be presented to the Local Public Official.

*Note to Local Public Official or Administrative Staff of Local Public Official—Please provide a copy of completed disclosure forms (and any attachments) to the County Staff Contact Person identified above and the Zoning Administrator prior to the public hearing **or** provide the disclosure form (and any attachments) at the commencement of the public hearing for the application identified above.

AFFIDAVIT ATTESTING TO PUBLIC NOTICING

STATE OF FLORIDA
COUNTY OF PASCO

Barbara L. Wilhite, that I am, we are, the owner(s) and record title holder(s) or the authorized representative for same of the following described property:

Parcel Identification Numbers (List All): 02-26-16-0010-00600-0000; 02-26-16-0010-00300-0010; 02-26-16-0010-00300-0000; 02-26-16-0010-00400-0000; 02-26-16-0010-00500-0010; and, 02-26-16-0010-00500-0000

That this property constitutes the property for which a variance(s) and or development approval is requested according to Project Name and Project Number and Variance(s) is listed below:

Project Name: Decubellis and Little MPUD
Project Number: RZ-7894

That attached is the following:

X Certificate of Mailing for which public hearing notices were mailed on 11/06/2025

X Photos showing the placement of the public hearing sign posted on the property on 11/04/2025

Barbara L. Wilhite, Agent of Record

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 11 day of November, 2025, by Barbara L. Wilhite. She is personally known to me or has produced _____ as identification.

JOCELYN TAYLOR
Notary Public
State of Florida
Comm# HH706454
Expires 8/4/2029

Notary Public
Jocelyn Taylor

My Commission Expires:

BARBARA L. WILHITE, P.A.

ATTORNEY AT LAW

6327 Grand Boulevard
New Port Richey, FL 34652

Barbara L. Wilhite, P.A.
Barbara @wilhitelaw.net

TELEPHONE: (727)-942-0733
FAX: (727) 944-3711

November 06, 2025

RE: Decubellis and Little MPUD (RZ-7894)
Parcel I.D. No(s):
02-26-16-0010-00600-0000; 02-26-16-0010-00300-0010; 02-26-16-0010-00300-0000; 02-26-16-0010-00400-0000; 02-26-16-0010-00500-0010; and, 02-26-16-0010-00500-0000

Dear Property Owner:

This letter is to notify you that a Rezoning Application (RZ-7894) has been filed in the name of the property owner, LITTLE GENE D & LITTLE TERRY W * LITTLE PETER A TRUSTEE (Decubellis and Little MPUD) to amend the approved MPUD (Master Planned Unit Development) to allow for Substantial MPUD Amendment to vary the Plathe Road Extension Vision Road requirement and update the conditions of approval. No changes in the approved, existing entitlements are proposed.

The MPUD is generally located near the intersection of Decubellis Road and Little Road with frontage on both roads and contains 17.99 acres m.o.l.

The public hearings for the consideration of this application will be held as follows:

Planning Commission RZ-7894	**11/20/2025**	**West Pasco Government Center 8731 Citizens Drive New Port Richey, FL 34654**	**1:30 p.m.**
Board of County Commissioners RZ-7894	**01/20/2026**	**West Pasco Government Center 8731 Citizens Drive New Port Richey, FL 34654**	**1:30 p.m.**

The application and all supporting documentation on file regarding the Rezoning Application can be viewed by contacting, Kurt Siverson, Planner I, Planning, Development, and Economic Growth Department, 8731 Citizens Drive, Suite 200, New Port Richey, FL 34644; 727-380-2689; ksiverson@pascocountyfl.net.

If you are in opposition to the above-stated application, you will need competent, substantial evidence presented to support your opposition. Any person desiring to appeal any decision made by the Board of County Commissioners with respect to any matter considered at any meeting or hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is

based.

On occasion, applications may be continued. It is your responsibility to contact this office or the above-contact at the County to confirm the above-scheduled public hearing dates.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact either the Pasco County Customer Service Center, 8731 Citizens Drive, New Port Richey, FL 34654, (727) 847-2411 (V) or the Pasco County Risk Management Office, 7536 State Street, New Port Richey, FL 34654, (727) 847-8028 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

Very truly yours,

Barbara L. Wilhite

Mike Wells Pasco County Property Appraiser



Public Notification

Select or search for a feature in the map

Apply a search distance

500 Feet

Addressee Layer

Address

Format

Comma-separated values (CSV)

59 addressees found; do you want to continue?

Review Download

0 150 300ft

28.259 -82.671 Degrees

https://maps.pascopa.com/?find=02-26-16-0010-00600-0000

Aventon - Decubellis & Little

20 Total

Parcel	Name	Name 2	Address	Address 2	City
02-26-16-0010-00600-0010	BENDER FAMILY TRUST	BENDER JULIUS & REBECCA	1307 HILLCREST RD		SANTA BARBARA, CA 93103
35-25-16-0030-05700-0000	BKH PINE TREES LLC &	NJH PINE TREES LLC &	DCH PINE TREES LLC	PO BOX 320334	TAMPA, FL 33679-2334
02-26-16-0040-B1A00-0000	CAL HEARTHSTONE LOT OPTION POOL 03 L P		23975 PARK SORRENTO STE 220		CALABASAS, CA 91302
02-26-16-0030-00000-0010	CORNERSTONE COMMUNITY CHURCH		8431 CORPORATE WAY		NEW PORT RICHEY, FL 34653-3101
02-26-16-0030-00000-0100	DARON LLC		706 S LAKE DR		CLEARWATER, FL 33756-6118
02-26-16-0010-00700-0000	DCH EAST LLC		PO BOX 320334		TAMPA, FL 33679-2334
02-26-16-0010-00300-0010	DEW KIMBERLY J		8704 DECUBELLIS RD		NEW PORT RICHEY, FL 34654-5503
02-26-16-0010-00500-0010	DML PROPERTIES LLC		PO BOX 815		NEW PORT RICHEY, FL 34656-0815
02-26-16-0010-01500-0010	FADI MALKI INC		4923 FELECITY WAY		PALM HARBOR, FL 34685-3160
02-26-16-0040-00800-0060	LENNAR HOMES LLC		4301 W BOY SCOUT BLVD SUITE 600		TAMPA, FL 33607-5732
02-26-16-0010-00400-0000	LITTLE GENE D & LINDA		9027 PENNANT CT		NEW PORT RICHEY, FL 34654-3431
02-26-16-0010-00500-0000	LITTLE MICHEALINE I FAMILY	LITTLE PETER A TRUSTEE	PO BOX 815		NEW PORT RICHEY, FL 34656-0815
02-26-16-0010-00300-0000	LITTLE STEVEN M		10301 W LITTLE HAMMOCK CT		CRYSTAL RIVER, FL 34429-2416
02-26-16-0010-01500-0020	MASS-FLO INVESTMENTS LLC		8201 PETERS ROAD		PLANTATION, FL 33324
02-26-16-0040-A1B00-0000	MEDLEY AT NEW PORT CORNERS COMMUNITY ASSOCIATI		4301 W BOY SCOUT BLVD STE 600		TAMPA, FL 33607
02-26-16-0010-01000-0000	MILLROSE PROPERTIES FLOR	C/O KENNEDY LEWIS LAND &	501 OFFICE CENTER DR STE 350		FORT WASHINGTON, PA 19034
02-26-16-0010-00700-0010	OCS-HS LOT OPTION POOL 0	C/O HEARTHSTONE INC	23975 PARK SORRENTO STE 220		CALABASAS, CA 91302
02-26-16-0010-00400-1191	PASCO COUNTY		FACILITIES MANAGEME	7220 OSTEEN RD	NEW PORT RICHEY, FL 34653-2359
35-25-16-0030-04600-0080	ROOSEVELT COMMONS LLC		202 E CENTER ST		TARPON SPRINGS, FL 34689
35-25-16-0030-04600-0050	TOURTELLOT LEWIS E &	MICHELE ANN	7030 LITTLE RD		NEW PORT RICHEY, FL 34654-5512

NEW PORT RICHEY, FL 34653
NOV - 6 2025
USPS

UNITED STATES POSTAL SERVICE®

0000

U.S. POSTAGE PAID
NEW PORT RICHEY, FL
34653
NOV 06, 25
AMOUNT
$14.00
S2324N500729-3

20 of 20 SH


PUBLIC HEARINGS
PASCO
COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
App. No. RZ-7894
Project Type: REZONING
This is a request for a MPUD Amendment to vary the Plathe Road Extension Vison Road requirements. No proposed change to the approved entitlements.
Planning Commission
11/20/25 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Board of County Commissioners
01/20/26 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Planning@MyPasco.net / 727-847-8140
Hearing/Voice Impaired Call 711
MyPasco.net/MeetingAgendas


PUBLIC HEARINGS
PASCO COUNTY FLORIDA
App. No. RZ-7894
Project Type: REZONING
This is a request for a MPUD Amendment to vary the Plathe Road Extension Vlson Road requirements. No proposed change to the approved entitlements.
Planning Commission
11/20/25 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Board of County Commissioners
01/20/26 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Planning@MyPasco.net / 727-847-8140
Hearing/Voice Impaired Call 711
MyPasco.net/MeetingAgendas

63167

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE26-008 was published in said newspaper by print in the issues of 11/05/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____

Sworn to and subscribed before me this **11/05/2025**

Signature of Notary of Public

Personally known **X** or produced identification.

Type of identification produced _____

Notary Public State of Florida
Jean M Mitotes
My Commission HH 577686
Expires 7/31/2028

NOTICE OF PUBLIC HEARINGS
ON REZONINGS, CONDITIONAL USES
AND SPECIAL EXCEPTION FOR PROPERTIES
LOCATED IN PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasadena Hills Planning and Policy Committee will hold a public hearing on **Wednesday, November 19, 2025, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, January 6, 2026, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.** to consider applications for rezoning pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

1. Evans Properties Inc / Evans Parcel G-2 VOPH Sub Mod MPUD (RZ-7853) petition for a rezoning from a MPUD Master Planned Unit Development District to a MPUD Master Planned Unit Development District for a parcel located at the southwest corner of the intersection of Handcart Road and Kiefer Road (aka 19-25-21-0000-01400-0000).

2. Robert & Angela Allen Aborizk / FL-1884 Robert Aborizk (#CU26-02 aka CU25-13) petition for a conditional use for a 155-foot above-ground-level (AGL) monopine wireless communications facility (WCF) in an A-R Agricultural-Residential District for a parcel located on the north side of Simon Road, approximately 180 feet west of Old Simons Road (aka 33-25-21-0020-11400-0010) and will contain a proposed 159-foot AGL (155-foot WCF with a 4 foot lightening rod) WCF within a 4,900 square-foot fenced compound on the site containing approximately 5.61 acres.

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing on **Thursday, November 20, 2025, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, January 20, 2026, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, at 1:30 p.m.**, to consider applications for rezoning and/or conditional use pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

3. Kevin Singletary & Daien De Pasquale / De Pasquale (RZ-7899) petition for a rezoning from a C-1 Neighborhood Commercial District to a C-2 General Commercial District for a parcel located at the southwest corner of Massachusetts Avenue and Keena Street (aka 03-26-16-0070-01500-0000).

4. Little Gene D & Terry W & Peter A & ET AL / Decubellis & Little MPUD (RZ-7894) petition for a rezoning from a MPUD Master Planned Unit Development District to a MPUD Master Planned Unit Development District amending the conditions of approval for a revised roadway typical of the Plathe Road Extension and introduction of a Binding Concept Plan for the entire residential portion, generally located south of Decubellis Road and east of Little Road (aka 02-26-16-0010-00600-0000 et al).

5. Citrico Alliance, LLC / DRB Little and Ross MPUD (RZ-7893) petition for a rezoning from an A-C Agricultural District and a C-2 General Commercial District to allow for the maximum development of 74 single-family detached homes, generally located north of Ross Lane and approximately 500 feet east of Little Road (aka 26-25-16-0000-00400-0000).

6. 5415 Inc / Blackwell MF & Office Complex MPUD (RZ-7778) petition for a rezoning from an A-C Agricultural District and a C-2 General Commercial District to allow for the maximum development of 290 multi-family units and 50,000 square feet of commercial/medical uses, generally located north of State Road 54, approximately 0.33 mile south of the Starkey Boulevard and State Road 54 intersection (aka 30-25-17-0000-00600-0000.

7. 26318 Lawrence Avenue LLC / Bear Creek Group Home (#CU26-09 aka CU25-11) petition for a conditional use for a Residential Treatment and Care Facility in a R-4 High Density Residential District for a parcel located on the west side of Nature Trail, west of Zane Lane (aka 11-25-16-0160-00000-0010).

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing on **Thursday, November 20, 2025, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, to consider an application for a special exception pursuant to the provisions of the Pasco County Land Development Code, Chapter 300. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following applications:

8. Pallamari Properties LLC / Lakewood Duplex (SE-7902) petition for a duplex in a R-2 Low Density Residential District for a parcel located on the west side of Colony Road, approximately 830 feet north of Lakewood Drive.

Information concerning this matter will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (727) 847-2411 ext. 4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY PASADENA HILLS POLICY AND PLANNING COMMITTEE
PASCO COUNTY PLANNING COMMISSION
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE26-008

November 5, 2025 63167

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 4 **FILE NO.:** FAC26-0004 **DATE:** 1/20/2026

SUBJECT: Petition to Vacate Platted Right-of-Way and Utility Easement (Regular) – Compass Land USA Fund 1 LP – Old Moon Lake Road, New Port Richey – No Funding Required

REFERENCES: Not Applicable

AGENDA SECTION: Public Hearings

THRU: Erik Breitenbach, Assistant County Administrator

FROM: Andrew Baxter, Facilities Management Director

RECOMMENDED BOARD ACTION:

Adopt the resolution vacating a portion of the undeveloped, platted right-of-way and utility easement, described as Old Moon Lake Road in New Port Richey, together with the internal lot lines of Lots 6 through 18. Authorize the Chairman to execute the resolution, direct the Clerk and Comptroller to mark the plat, and direct Board Records to record the resolution, and distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

Compass Land USA Fund 1, LP ("Petitioner") seeks to vacate the undeveloped right-of-way named Old Moon Lake Road and utility easement as shown on Moon Lake Estates Unit Twelve Plat, recorded in Plat Book 5, Page 151. The Petitioner requests the vacation to allow for development.

The right-of-way to be vacated is a portion of Pasco County Property Appraiser Parcel ID No. 21-25-17-0120-49900-0000. The utility easement to be vacated is a portion of Pasco County Property Appraiser Parcel ID No. 21-25-17-0120-20900-0060. The specific legal description of the areas to be vacated are attached as Exhibit "A" to the proposed resolution.

A Notice of Hearing was published in the Tampa Bay Times on November 9, 2025, and November 16, 2025. There are no objections to the petition.

The Facilities Management Department recommends approval of the petition.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding is not required for this action.

DISTRIBUTION:

Board Records to distribute as set forth below:

1. Record and retain the executed resolution.
2. One copy of the recorded resolution, electronically to:
   a. Denisse Diaz, Operations Lead, Pasco County Clerk's Office, at ddiaz@pascoclerk.com, to mark the plat.
   b. Daniel Fagan, Pasco County Property Appraiser's Office, at

dfagan@pascopa.com, for action.

c. Michele Musser, Pasco County Tax Collector's Office, at mmusser@pascotaxes.com, for action.
d. Joann Ravida, Real Property Professional III, Real Property Division at jravida@pascocountyfl.net
e. Heather Wolff, Real Property Manager, Real Property Division at hwolff@pascocountyfl.net
f. Shelly May Johnson, Esq., Shelly May Johnson P.A. at Shelly@smjlaw.net

ATTACHMENT(S):

1. FAC26-0004 Petition to Vacate
2. FAC26-0004 Resolution
3. FAC26-0004 Notice of Public Hearing
4. FAC26-0004 Location Map

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

File No. _____

PETITION TO VACATE

PLATS, ALLEYWAYS, RIGHTS-OF-WAY & PUBLIC EASEMENTS

TO: THE HONORABLE BOARD OF COUNTY COMMISSIONERS

Application is hereby made to the Honorable Board of County Commissioners of Pasco County, Florida (Board) requesting the vacation of certain county and public interests in property situated within an unincorporated area of the county.

Petitioner(s) Name(s): Compass Land USA Fund 1 LP

Applicant's Mailing Address:

c/o Shelly May Johnson, 6400 Madison St. New Port Richey FL 34652

Tel: 727-376-7300 Email: shelly@smjlaw.net

(hereinafter Applicant) hereby requests that the Board adopt a resolution vacating and abandoning a plat, alleyway, right-of-way and/or easement, renouncing and disclaiming any right or interest of the public and the County in said plat, alleyway, right-of-way and/or easement, in said County, legally described as:

See Exhibit "A"

(A signed and sealed **boundary survey** prepared by a surveyor licensed by the State of Florida must comply with Florida's Standards of Practice F.A.C. 5J-17.052. The boundary survey must include the legal description of the property interest to be vacated, and it must include a depiction of the Applicant's entire parcel.)

2. Pasco County Property Appraiser's Parcel ID No. 21-25-17-0120-20900-0060
21-25-17-0120-00000-00A0

3. Type of interest sought to be vacated:

☑ right-of-way ☐ alleyway ☐ drainage easement ☑ utility easement ☐ plat ☐ other: _____

4. Professional Representation (if applicable):

Representative's Mailing Address:
c/o See above

_____ Firm: _____

Tel: _____ Email: _____

5. The Applicant is making this request for the following reason (please check all that apply):

☐ to correct a code violation ☐ to obtain a building permit
☐ to correct an encroachment ☑ development ☐ other:

Explain reason for application:

The Applicant is seeking to vacate remnant Moon Lake Rd. Right of Way to be conveyed to Lots 6-18 and a remant 5 ft utility easement that runs along the back of those Lots. See enclosed sketches and descriptions as well as county correspondence regarding what the request entails.

6. Is there a Home Owners Association or Community Development District for this property? ☐ Yes ☑ No

If yes, please provide address and telephone number of the association: _____

7. Please list the utility companies which have service jurisdiction for this property:

POWER CO. WREC TEL: _____

WATER CO. Pasco County TEL: _____

GAS CO. _____ TEL: _____

TELEPHONE CO. Spectrum/Frontier TEL: _____

CABLE CO. Spectrum/Frontier TEL:

8. Attach an Ownership and Encumbrance Report showing the name of the property owner(s), mortgage holders, lien holders and lease holders of these land(s).

9. The total application fee is $891.00. Attach a cashier's check or business check in the amount of $566.00 payable to the Board of County Commissioners of Pasco County. Applicant understands the application fee is not refundable in the event the application is withdrawn, cancelled or denied. The balance of $325.00 is due before the public hearing. Upon receipt of staff's recommendation to the Board of County Commissioners, if Petitioner elects not to proceed, Petitioner may withdraw the application and not pay the fee balance of $325.00.

10. The Applicant and/or Attorney in Fact for the Applicant declares and affirms that:

a. Applicant has a fee interest in the property in which a vacation action is being requested, and that said property is not subject to any delinquent or unpaid ad valorem taxes, special assessments, or other improvement liens.

b. No portion of the property to be vacated constitutes or was acquired for a state or federal highway, nor will the vacation of said property deprive any entity of its legal rights, as a property owner, in adjacent or nearby properties.

c. Applicant understands that Pasco County, its employees or agents will not assume responsibility or liability for any matter that is the responsibility of the Applicant.

d. In making application, the Applicant specifically consents to the physical inspection of the properties described herein, and the providing of such additional information as may be deemed necessary to assist the Board of County Commissioners in its consideration of and action upon the requested action for vacation.

e. Applicant releases Pasco County, its Board of County Commissioners, employees and agents from any and all claims for damages that may result from acts occurring directly as the result of the Applicant's petition.

f. Applicant understands a vacation of public property by the County may affect substantial interests in real property and other proprietary rights.

g. Applicant assumes full and complete responsibility for compliance with the requirements of the law and all procedures arising out of any proceedings instituted by or on behalf of the Applicant.

The undersigned Applicant, having been duly sworn, deposes and says that he/she has read the foregoing application and attachments thereto, knows the content thereof, and that the matters and information set forth therein are true and correct.

APPLICANT:

Signature

Print Name: Shelly May Johnson, Esq.

Title: Attorney Agent

STATE OF Florida COUNTY
OF Pasco

The foregoing instrument was acknowledged before me this 9 day of July, 2025, by Shelly May Johnson, (X) individually or ( ) as (title) _____ of (name of entity) _____. He/she is ( ) personally known to me or (X) has produced drivers license as identification.

SABRINA CALIGIURI
Notary Public, State Of Florida
Commission No. HH 244714
My Commission Expires: 3/24/2026

Notary Public

My Commission Expires: 3-24-26

Please submit this application and the required documents to:

Pasco County Real Property Division
7220 Osteen Road
New Port Richey, FL 34653

BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO._____**

**RESOLUTION VACATING, ABANDONING,
AND DISCONTINUING A PORTION OF PLATTED RIGHT OF WAY
AND UTILITY EASEMENT**

WHEREAS, the Board of County Commissioners of Pasco County, Florida, pursuant to the authority vested in it by Chapter 177, Florida Statutes, is authorized and empowered to consider petitions to vacate, abandon, discontinue and close any right-of-way or easement; and,

WHEREAS, at the request of Compass Land USA Fund 1, LP, a Notice of Hearing was published in the *Tampa Bay Times,* Pasco Edition, giving notice that said Board, at its meeting on January 20, 2026 at 1:30 p.m., would consider and determine whether or not the County will vacate the platted right-of-way and utility easements further described as follows:

SEE EXHIBIT "A," ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF

WHEREAS, Petition No. FAC26-0004 was presented to the Board of County Commissioners of Pasco County at its public hearing conducted on January 20, 2026 at 1:30 p.m., in accordance with the Notice of Hearing; and,

WHEREAS, no objections have been made in vacating said right-of-way and utility easement; and,

WHEREAS, the Board of County Commissioners finds that no evidence has been presented to indicate that anyone will be prejudiced by said vacation; and,

WHEREAS, the Board of County Commissioners finds that the subject vacation is in the best interest of the public; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, that

1. **THE WHEREAS CLAUSES** set forth above are incorporated herein by reference and made a part of this Resolution.

2. The portion of right-of-way and utility easements described in Exhibit "A" are hereby vacated, abandoned, and discontinued on behalf of said Board and on behalf of the public generally, and that from and after the adoption of this resolution, said right-of-way be and the same is hereby permanently closed and vacated, and the lot lines between Lots 6 and 18 are hereby vacated.

3. The Clerk of the Circuit Court is hereby instructed to mark the plat in accordance with the provisions of this Resolution and as described in Exhibit "B". Part of Tract A, Lots 6, 7 and 8 combined shall be depicted on the plat as "Part of Tract A and Lots 6, 7 and 8 combined". Part of Tract A, Lots 9 through 18 shall be depicted on the plat as "Part of Tract A and Lots 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 combined"

4. The Clerk of the Circuit Court is hereby instructed to forward a copy of the foregoing Resolution to the Property Appraiser's Office as notification of the Board's action.

DONE AND RESOLVED with a quorum present and voting this 20th day of January 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY_____
NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

BY_____
JACK MARIANO, CHAIRMAN

EXHIBIT "A"

SKETCH AND DESCRIPTION
VACATION OF UNIMPROVED RIGHT-OF-WAY AND INTERNAL LOT LINES

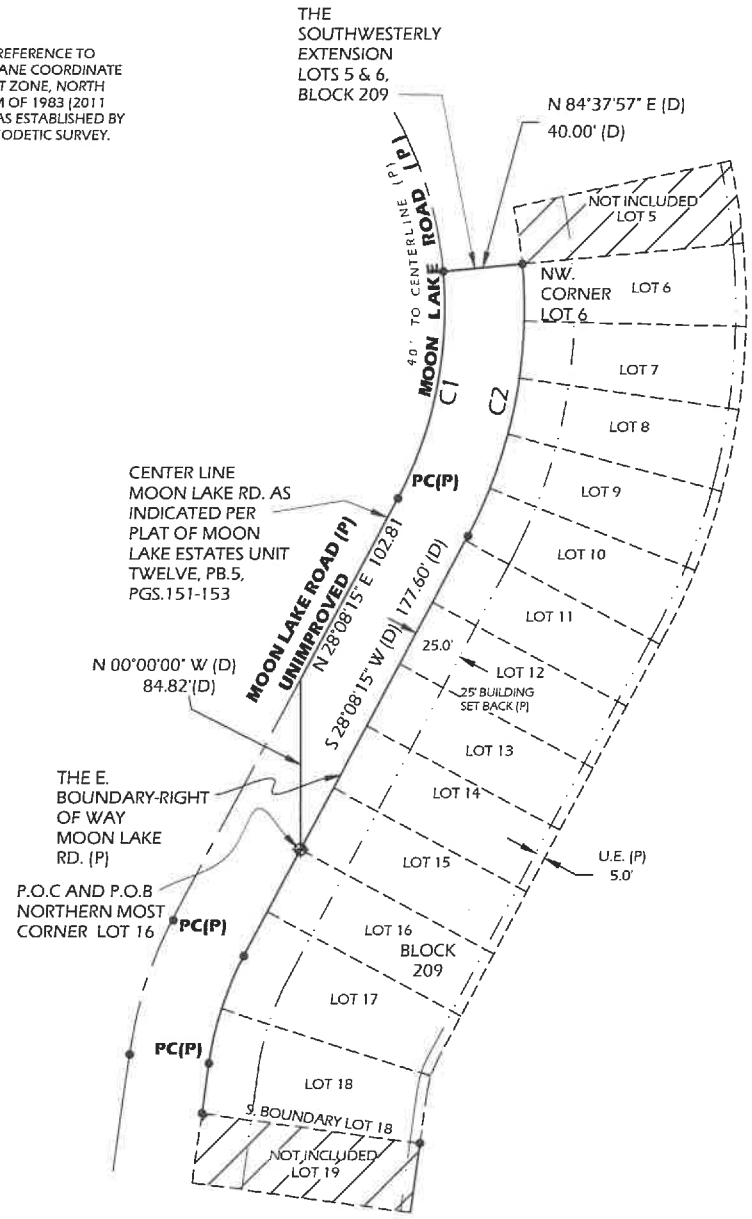
SEC. 21, TWP. 25 S, RNG 17 E.
PASCO COUNTY, FLORIDA

NOT A SURVEY

Scale: 1" = 60'

0 60 120 180

BEARINGS ARE IN REFERENCE TO FLORIDA STATE PLANE COORDINATE GRID NORTH, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 READJUSTMENT), AS ESTABLISHED BY THE NATIONAL GEODETIC SURVEY.



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	200.00' (D)	116.95' (D)	115.29' (D)	N 11°23'08" E (D)	33°30'14"
C2	240.00' (D)	140.35' (D)	138.35' (D)	S 11°23'06" W (D)	33°30'18"

ABBREVATIONS
(P) = PLAT,
(C) = CALCULATED,
(D) = DEED
D.E = DRAINAGE EASEMENT,
O.R. = OFFICIAL RECORDS,
P.G = PAGE,
PRM = PERMANENT REFERENCE MONUMENT,
POB = POINT OF BEGINNING,
POC = POINT OF COMMENCEMENT,
U.E = UTILITY EASEMENT,
R.O.W = RIGHT OF WAY

1708 Water Oak Drive
Tarpon Springs, Florida
Phone: (727)-831-1990
FloridaPLS7123@gmail.com
LB# 8183

IPLS
Initial Point Land Surveying, LLC.

LEGAL DESCRIPTION:

A PORTION OF MOON LAKE ROAD AS DEPICTED ON THE PLAT OF MOON LAKE ESTATES UNIT TWELVE, RECORDED IN PLAT BOOK 5, PAGES 151 THROUGH 153, OF THE PUBLIC
RECORDS OF PASCO COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHERNMOST CORNER OF LOT 16, BLOCK 209, SAID CORNER BEING ON THE WEST BOUNDARY OF BLOCK 209 AND ON THE EAST RIGHT-OF-WAY LINE OF MOON LAKE ROAD, AND ALSO BEING THEPOINT OF BEGINNING;
THENCE NORTH 0°00'00" WEST, A DISTANCE OF 84.82 FEET, TO THE CENTERLINE OF MOON LAKE ROAD AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 5, PAGES 151 THROUGH 153 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA;
THENCE NORTH 28°08'15" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 102.81 FEET;
THENCE 116.95 FEET ALONG A CURVE TO THE LEFT, HAVING, A RADIUS OF 200.00 FEET, A CHORD BEARING OF NORTH 11°23'08" EAST, AND A CHORD LENGTH OF 115.29 FEET, TO A POINT ON THE AFOREMENTIONED CENTERLINE OF MOON LAKE ROAD;
THENCE NORTH 84°37'57" EAST, A DISTANCE OF 40.00 FEET, ALONG THE SOUTHWESTERLY EXTENSION OF THE COMMON LOT LINE BETWEEN LOTS 5 AND 6, BLOCK 209, TO THE EASTERLY RIGHT-OF-WAY LINE OF MOON LAKE ROAD (AN UNIMPROVED ROAD) AND THE COMMON CORNER OF LOTS 5 AND 6, BLOCK 209; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALSO BEING THE WEST BOUNDARY OF BLOCK 209, THE FOLLOWING TWO COURSES:
a. 140.35 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 240.00 FEET, A CHORD BEARING OF SOUTH 11°23'06" WEST, AND A CHORD LENGTH OF 138.35 FEET;
b. THENCE SOUTH 28°08'15" WEST, A DISTANCE OF 177.60 FEET, TO THE POINT OF BEGINNING; AND TOGETHER WITH THE INTERNAL LOT LINES OF LOTS 6 THROUGH 18 AS DEPICTED ON THE PLAT OF MOON LAKE ESTATES UNIT TWELVE AS RECORDED IN PLAT BOOK 5, PAGES 151
THROUGH 153, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

1708 Water Oak Drive
Tarpon Springs, Florida
Phone: (727)-831-1990
FloridaPLS7123@gmail.com
LB# 8183



Initial Point Land Surveying, LLC.

Jeff M Hartley
License Number LS 7123
Digitally signed by Jeff M Hartley
Date: 2025.11.10 07:19:03 -05'00'
Jeff M Hartley
PSM/PLS LS# 7123 LB# 8183
MAPPER

JEFF M. HARTLEY
LICENSED SURVEYOR AND MAPPER
STATE OF FLORIDA

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

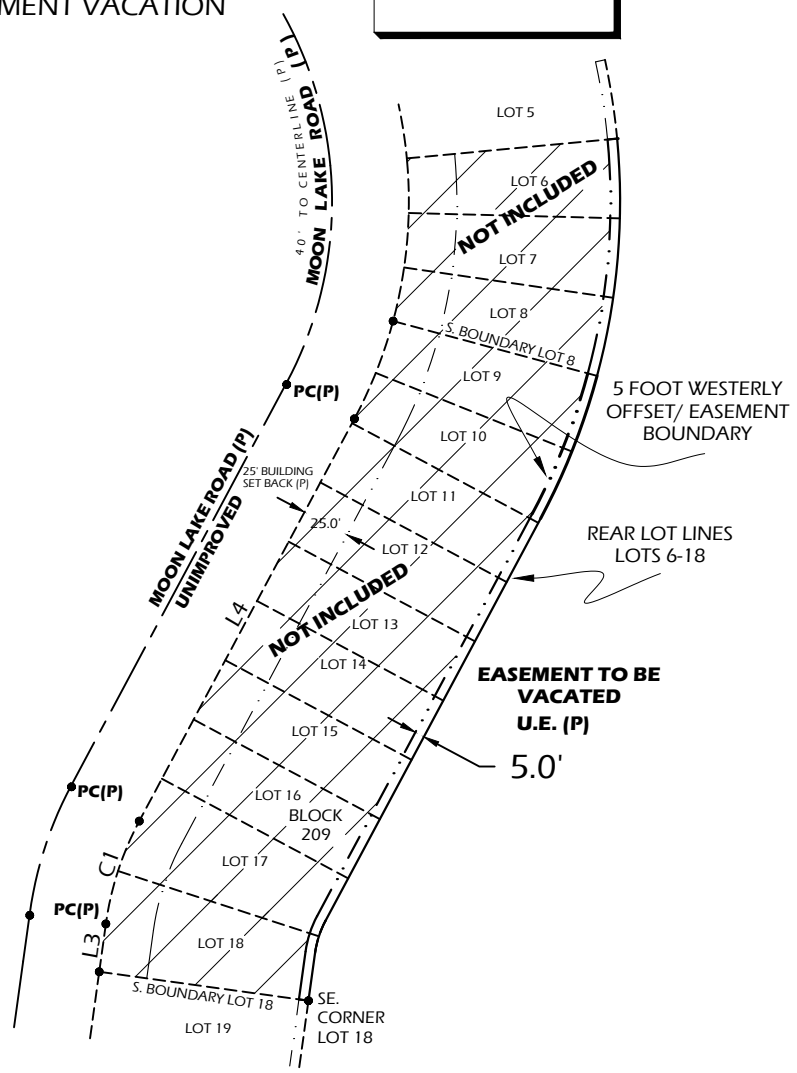
SKETCH AND DESCRIPTION
5' UTILITY EASEMENT VACATION

NOT A SURVEY

SEC. 21, TWP. 25 S, RNG 17 E.
PASCO COUNTY, FLORIDA

Scale: 1" = 100'

0 100 200



ABBREVATIONS

(P) = PLAT, (C) = CALCULATED, D.E = DRAINAGE EASEMENT, O.R. = OFFICIAL RECORDS, P.G = PAGE, PRM = PERMANENT REFERENCE MONUMENT, ⌖POB = POINT OF BEGINNING, ⌖ POC = POINT OF COMMENCEMENT, U.E = UTILITY EASEMENT, R.O.W = RIGHT OF WAY,

LEGAL DESCRIPTION:

A 5-FOOT UTILITY EASEMENT, CONTIGUOUS WITH AND A 5-FOOT WESTERLY OFFSET PARALLEL TO THE REAR LOT LINES OF LOTS 6-18, BLOCK 209, 'MOON LAKE ESTATES UNIT TWELVE,' AS RECORDED IN PLAT BOOK 5, PAGES 151-153 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA. THE TOTAL AREA OF SAID LANDS IS 2,423 SQUARE FEET, MORE OR LESS

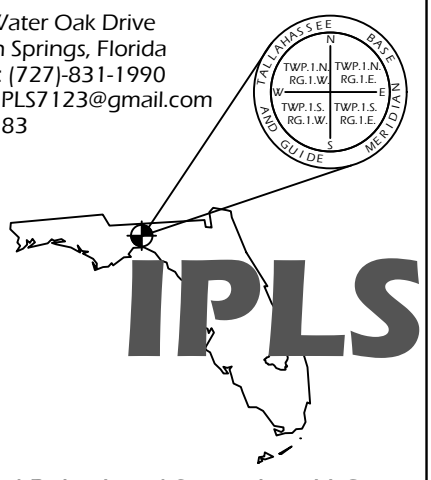
JEFF M. HARTLEY
License Number 7123
STATE OF FLORIDA
Professional Surveyor and Mapper

REVISIONS:

Jeff M. Hartley Date
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. LS#7123 LB#8183

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

1708 Water Oak Drive
Tarpon Springs, Florida
Phone: (727)-831-1990
FloridaPLS7123@gmail.com
LB# 8183



Initial Point Land Surveying, LLC.

EXHIBIT "B"

SKETCH AND DESCRIPTION

TRACT A - 100

Scale: 1" = 100'

0 100 200

SEC. 21, TWP. 25 S, RNG 17 E.
PASCO COUNTY, FLORIDA

PAGE 1 OF 2

NOT A SURVEY

1708 Water Oak Drive
Tarpon Springs, Florida
Phone: (727)-831-1990
FloridaPLS7123@gmail.com
LB# 8183

IPLS
Initial Point Land Surveying, LLC.

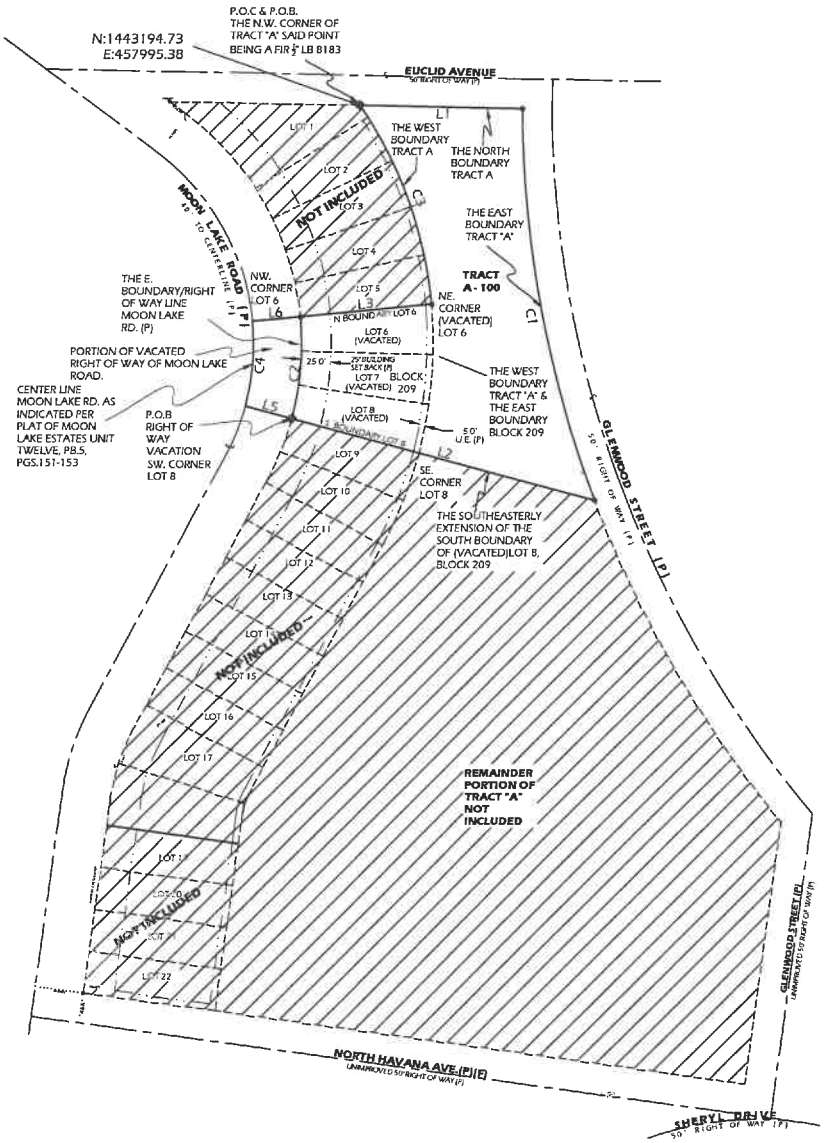
LINE TABLE

LINE	BEARING	DISTANCE
L1	S 88°48'54" E (D)	136.58' (D)
L2	N 74°57'39" W (D)	261.70' (D)
L3	N 84°37'57" E (D)	110.00' (D)
L5	N 74°57'39" W(D)	40.00 (D)
L6	N 84°37'57" E (D)	40.00 (D)

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	948.24' (D)	333.09' (D)	331.38' (D)	S 10°23'23" E (D)	20°07'36"
C2	240.00' (D)	85.48' (D)	85.03' (D)	N 04°50'09" E (D)	20°24'24"
C3	350.00' (D)	178.39' (D)	176.46' (D)	N 19°58'05" W (D)	29°12'08"
C4	200.00 (D)	71.23 (D)	70.86 (D)	N 04°50'13" E	20°24'24"

MEASURED BEARINGS ARE IN REFERENCE TO FLORIDA STATE PLANE COORDINATE GRID NORTH, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 READJUSTMENT), AS ESTABLISHED BY THE NATIONAL GEODETIC SURVEY.



ABBREVATIONS

(P) = PLAT,
(C) = CALCULATED,
(D) = DEED
D.E = DRAINAGE EASEMENT,
O.R. = OFFICIAL RECORDS,
P.G = PAGE,
PRM = PERMANENT REFERENCE MONUMENT,
POB = POINT OF BEGINNING,
POC = POINT OF COMMENCEMENT,
U.E = UTILITY EASEMENT,
R.O.W = RIGHT OF WAY
FIR ½" (LB 8183) = ½" IRON ROD AND CAP

LEGAL DESCRIPTION:

A PORTION OF TRACT "A" AND (VACATED) LOTS 6 THROUGH 8, BLOCK 209, AS DEPICTED ON THE PLAT OF MOON LAKE ESTATES UNIT TWELVE, RECORDED IN PLAT BOOK 5, PAGES 151 THROUGH 153, OF THE PUBLIC RECORDS OF PASCO COUNTY,
FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT "A", SAID POINT ALSO BEING THE POINT OF BEGINNING AND BEING MONUMENTED WITH A ½" IRON ROD AND CAP (LB 8183); THENCE ALONG THE NORTH BOUNDARY OF SAID TRACT "A", S 88°48'54" E A DISTANCE OF 136.58' FEET TO THE NORTHEAST CORNER OF TRACT "A'; THENCE 333.09' ALONG THE EAST BOUNDARY OF SAID TRACT "A" WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 948.24', A CHORD BEARING OF S 10°23'23" E AND A CHORD LENGTH OF 331.38' TO A POINT ON THE EAST BOUNDARY OF TRACT "A" SAID POINT BEING AT THE SOUTHEASTERLY EXTENSION OF THE SOUTH BOUNDARY LINE OF LOT 8, BLOCK 209 TO THE EAST BOUNDARY OF TRACT "A"; THENCE N 74°57'39"W ALONG SAID SOUTHERLY EXTENSION OF THE SOUTH BOUNDARY LINE OF SAID LOT 8, BLOCK 209 A DISTANCE OF 261.70' FEET TO THE SOUTHWESTERLY MOST CORNER OF (VACATED) LOT 8; THENCE 85.48' ALONG THE EAST BOUNDARY OF THE VACATED PORTION OF MOON LAKE ROAD, SAID EAST BOUNDARY BEING THE WEST BOUNDARY OF BLOCK 209, AND A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 240.00', AND A CHORD BEARING OF N04°50'09" E, AND A CHORD LENGTH OF 85.03', TO NORTHWEST CORNER OF (VACATED) LOT 6, BLOCK 209; THENCE N 84°37'57" E ALONG THE NORTH BOUNDARY OF SAID (VACATED) LOT 6, BLOCK 209, TO THE NORTHEAST CORNER OF (VACATED) LOT 6, BLOCK 209, A DISTANCE OF 110.00' FEET; THENCE 178.39' ALONG THE WEST BOUNDARY OF SAID TRACT "A", SAID BOUNDARY ALSO BEING THE EAST BOUNDARY OF BLOCK 209, WITH A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 350.00', AND A CHORD BEARING OF N 19°58'05" W, AND A CHORD LENGTH OF 176.46' TO THE POINT OF BEGINNING.

TOGETHER WITH A (VACATED) PORTION OF MOON LAKE ROAD BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERLY MOST CORNER OF (VACATED) LOT 8, BLOCK 209 SAID CORNER BEING THE COMMON CORNER OF (VACATED) LOTS 8 AND LOT 9,BLOCK 209; THENCE FROM SAID COMMON CORNER OF (VACATED) LOTS 8 AND LOT 9 ALONG A NORTHWESTERLY PROJECTION OF SAID COMMON BOUNDARY LINE, N 74° 57'39" W A DISTANCE OF 40.00' FEET TO THE PLATTED CENTER LINE OF MOON LAKE ROAD (UNIMPORVED ROAD);THENCE 71.23' ALONG THE PLATTED CENTER LINE OF MOON LAKE ROAD WITH THE CURVE TURNING TO THE LEFT, HAVEING A RADIUS OF 200.00', A CHORD BEARING OF N 04°50'13" E AND A CHORD LENGTH OF 70.86'; THENCE N 84°37'57" E 40.00' ALONG THE SOUTHWESTERLY EXTENSION OF THE COMMON LOT LINE BETWEEN LOTS 5 AND 6, BLOCK 209 TO THE EASTERLY RIGHT LINE OF MOON LAKE ROAD (UNIMPROVED ROAD) AND THE COMMON CORNER OF LOTS 5 AND (VACATED) LOT 6, BLOCK 209; THENCE 85.48' ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MOON LAKE ROAD (UNIMPROVED ROAD) WITH A CURVE TURNING TO THE RIGHT HAVING A RADIUS OF 240.00', A CHORD BEARING OF S 04°50'09"W, AND A CHORD LENGTH OF 85.03' TO THE POINT OF BEGINNING.

1708 Water Oak Drive
Tarpon Springs, Florida
Phone: (727)-831-1990
FloridaPLS7123@gmail.com
LB# 8183

IPLS
Initial Point Land Surveying, LLC.

Jeff M Hartley
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
Date: 2021.11.11 07:06:26 -05'00'

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SKETCH AND DESCRIPTION
TRACT A - 101

SEC. 21, TWP. 25 S, RNG 17 E.
PASCO COUNTY, FLORIDA
NOT A SURVEY

1708 Water Oak Drive
Tarpon Springs, Florida
Phone: (727)-831-1990
FloridaPLS7123@gmail.com
LB# 8183

Initial Point Land Surveying, LLC.

0 100 200

Scale: 1" = 100'

LINE TABLE

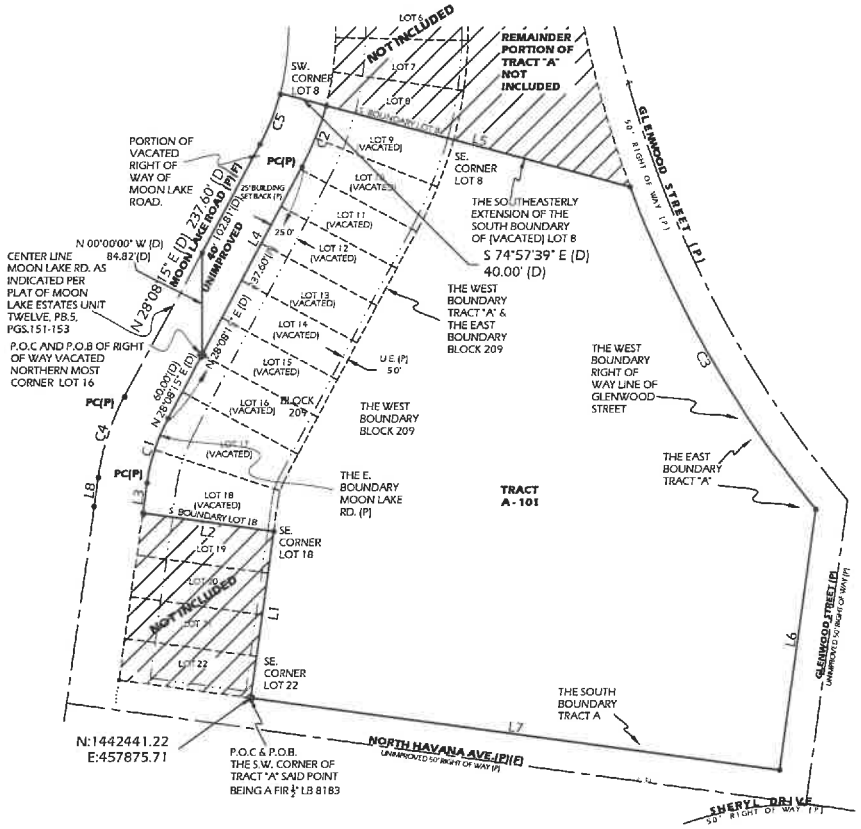
LINE	BEARING	DISTANCE
L1	N 07°52'15" E (D)	140.00' (D)
L2	N 82°07'45" W (D)	110.00' (D)
L3	N 07°52'15" E (D)	25.16' (D)
L4	N 28°08'15" E (D)	177.60' (D)
L5	S 74°57'39" E (D)	261.70' (D)
L6	S 07°52'15" W (D)	219.21' (D)
L7	N 82°07'45" W (D)	444.14' (D)
L8	N 07°52'15" E (D)	25.16' (D)

MEASURED BEARINGS ARE IN REFERENCE TO FLORIDA STATE PLANE COORDINATE GRID NORTH, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 READJUSTMENT), AS ESTABLISHED BY THE NATIONAL GEODETIC SURVEY.

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	160.00' (D)	56.60' (D)	56.30' (D)	N 18°00'15" E (D)	20°16'00"
C2	240.00' (D)	54.87' (D)	54.75' (D)	N 21°35'18" E (D)	13°05'54"
C3	948.24' (D)	310.83' (D)	309.44' (D)	S 29°50'38" E (D)	18°46'53"
C4	200.00' (D)	70.75' (D)	70.38' (D)	N 18°00'15" E (D)	20°16'04"
C5	200.00' (D)	45.72' (D)	45.62' (D)	N 21°35'20" E (D)	13°05'50"

MEASURED BEARINGS ARE IN REFERENCE TO FLORIDA STATE PLANE COORDINATE GRID NORTH, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 READJUSTMENT), AS ESTABLISHED BY THE NATIONAL GEODETIC SURVEY.



ABBREVATIONS
(P) = PLAT,
(C) = CALCULATED,
(D) = DEED
D.E = DRAINAGE EASEMENT,
O.R. = OFFICIAL RECORDS,
P.G = PAGE,
PRM = PERMANENT REFERENCE MONUMENT,
POB = POINT OF BEGINNING,
POC = POINT OF COMMENCEMENT,
U.E = UTILITY EASEMENT,
R.O.W = RIGHT OF WAY
⊕ = FIR ½" LB 8183 (½" IRON ROD AND CAP)

LEGAL DESCRIPTION:

A PORTION OF TRACT "A" AND (VACATED) LOTS 9 THROUGH 18, BLOCK 209, AS DEPICTED ON THE PLAT OF MOON LAKE ESTATES UNIT TWELVE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGES 151 THROUGH 153, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "A", SAID POINT ALSO BEING THE POINT OF BEGINNING AND BEING MONUMENTED WITH A ½" IRON ROD AND CAP (LB 8183); THENCE ALONG THE WEST BOUNDARY OF SAID TRACT "A" N 07°52'15" E A DISTANCE OF 140.00' FEET TO THE SOUTHEAST CORNER (VACATED) LOT 18, BLOCK 209; THENCE ALONG THE SOUTH BOUNDARY OF SAID (VACATED) LOT 18, BLOCK 209, N 82°07'45" W A DISTANCE OF 110.00' FEET TO THE SOUTHWESTERLY MOST CORNER OF SAID (VACATED) LOT 18, BLOCK 209; THENCE ALONG THE WEST BOUNDARY OF BLOCK 209, SAID BOUNDARY ALSO BEING THE EAST RIGHT-OF-WAY LINE OF MOON LAKE ROAD (UNIMPROVED ROAD) N 07°52'15" E A DISTANCE OF 25.16' FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE 56.60' ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 160.00', AND A CHORD BEARING OF N 18°00'15" E AND A CHORD LENGTH OF 56.30'; THENCE CONTINUING ALONG SAID WEST BOUNDARY OF BLOCK 209, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF MOON LAKE ROAD (UNIMPROVED ROAD), N 28°08'15" E A DISTANCE OF 177.60' FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE 54.87' ALONG SAID CURVE TO THE LEFT RIGHT-OF-WAY HAVING A RADIUS OF 240.00', AND A CHORD BEARING OF N 21°35'18" E AND A CHORD LENGTH OF 54.75' TO THE SOUTHWEST CORNER OF (VACATED) LOT 8, BLOCK 209; THENCE S 74°57'39" E ALONG THE SOUTH BOUNDARY LINE OF SAID (VACATED) LOT 8, BLOCK 209 AND ITS SOUTHEASTERLY EXTENSION, A DISTANCE OF 261.70' FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID TRACT"A", SAID BOUNDARY ALSO BEING THE WEST RIGHT-OF-WAY LINE OF GLENWOOD STREET AS DEPICTED IN THE PLAT OF MOON LAKE ESTATE UNIT TWELVE, AS RECORDED IN PLAT BOOK 5, PAGES 151 THROUGH 153,; THENCE CONTINUE 310.83' ALONG SAID EASTERLY BOUNDARY OF TRACT "A" AND WEST RIGHT-OF-WAY LINE OF GLENWOOD STREET WITH A CURVE TURNING TO THE LEFT, HAVING ARADIUS OF 948.24', A CHORD BEARING OF S 29°50'38" E AND A CHORD LENGTH OF 309.44' TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID EASTERLY BOUNDARY OF TRACT "A" AND THE WEST RIGHT-OF-WAY LINE OF GLENWOOD STREET S 07°52'15" W A DISTANCE OF 219.21' FEET TO THE SOUTHEAST CORNER OF TRACT "A"; THENCE ALONG THE SOUTH BOUNDARY OF TRACT "A' AND THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH HAVANA AVENUE AS DEPICTED IN THE PLAT OF MOON LAKE ESTATE UNIT TWELVE, AS RECORDED IN PLAT BOOK 5, PAGES 151 THROUGH 153,; N 82°07'45" W A DISTANCE OF 444.14' FEET TO THE POINT OF BEGINNING.
TOGETHER WITH A (VACATED) PORTION OF MOON LAKE ROAD BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHERNMOST CORNER OF (VACATED) LOT 16, BLOCK 209, SAID POINT ALSO BEING THE POINT OF BEGINNING, ON THE WEST BOUNDARY OF BLOCK 209, SAID WEST BOUNDARY ALSO BEING THE EAST RIGHT-OF-WAY LINE MOON LAKE ROAD; THENCE N 0°00'00" E A DISTANCE OF 84.82' TO THE CENTERLINE OF MOON LAKE ROAD; THENCE N 28°08'15" E ALONG SAID CENTERLINE A DISTANCE OF 102.81' FEET; THENCE 45.72' ALONG A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 200.00', AND A CHORD BEARING OF N 21°35'20" E AND A CHORD LENGTH OF 45.62' TO A POINT ON THE AFOREMENTIONED CENTER LINE OF MOON LAKE ROAD; THENCE S 74°57'39" E ALONG AN EXTENSION OF THE COMMON LINE BETWEEN (VACATED) LOT 8 AND (VACATED) LOT 9, BLOCK 209, A DISTANCE OF 40.00' FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MOON LAKE ROAD; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MOON LAKE ROAD ALSO BEING THE WEST BOUNDARY OF BLOCK 209, THE FOLLOWING TWO (2) COURSES:
1.) 54.87' ALONG A CURVE TURNING TO THE RIGHT HAVING A RADIUS OF 240.00', AND A CHORD BEARING OF S 21°35'18" W,AND A CHORD LENGTH OF 54.75' 2.) THENCE S 28°08'15" W A DISTANCE OF 177.60' FEET TO THE POINT OF BEGINNING.

1708 Water Oak Drive
Tarpon Springs, Florida
Phone: (727)-831-1990
FloridaPLS7123@gmail.com
LB# 8183

IPLS

Initial Point Land Surveying, LLC.

License Number 7123
STATE OF FLORIDA
Jeff M Hartley
Digitally signed by Jeff M Hartley
Date: 2025.01.31 09:32:09 -05'00'
Jeff M. Hartley
FLORIDA LICENSED SURVEYOR AND MAPPER LS#7123
MAPPER LS#7123 FLORIDA

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF FLORIDA LICENSED SURVEYOR AND MAPPER

64260

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter Old Moon Lake Road was published in said newspaper by print in the issues of 11/09/25, 11/16/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **11/16/2025**

Signature of Notary of Public
Personally known X or produced identification.
Type of identification produced _____

Notary Public State of Florida
Jean M Mitotes
My Commission HH 577686
Expires 7/31/2028

NOTICE OF PUBLIC HEARING

PUBLIC NOTICE is hereby given that the Pasco County Board of County Commissioners (BCC) will hold a public hearing at the West Pasco Government Center Board Room, 1st Floor, 8731 Citizens Drive, New Port Richey, Florida 34654 on December 9, 2025, at 1:30 PM, to consider a petition submitted by Compass Land USA Fund 1 LP to vacate the following platted right-of-way and utility easement:

The undeveloped right-of-way labeled Moon Lake Road on Plat Book 5 Pages 151-153, west of Lots 6 – 15, together with the internal lot lines of Lots 6 – 18, and together with the utility easement along the rear of Lots 6 – 18, resulting in two tracts, Tract A-100 and Tract A-101.

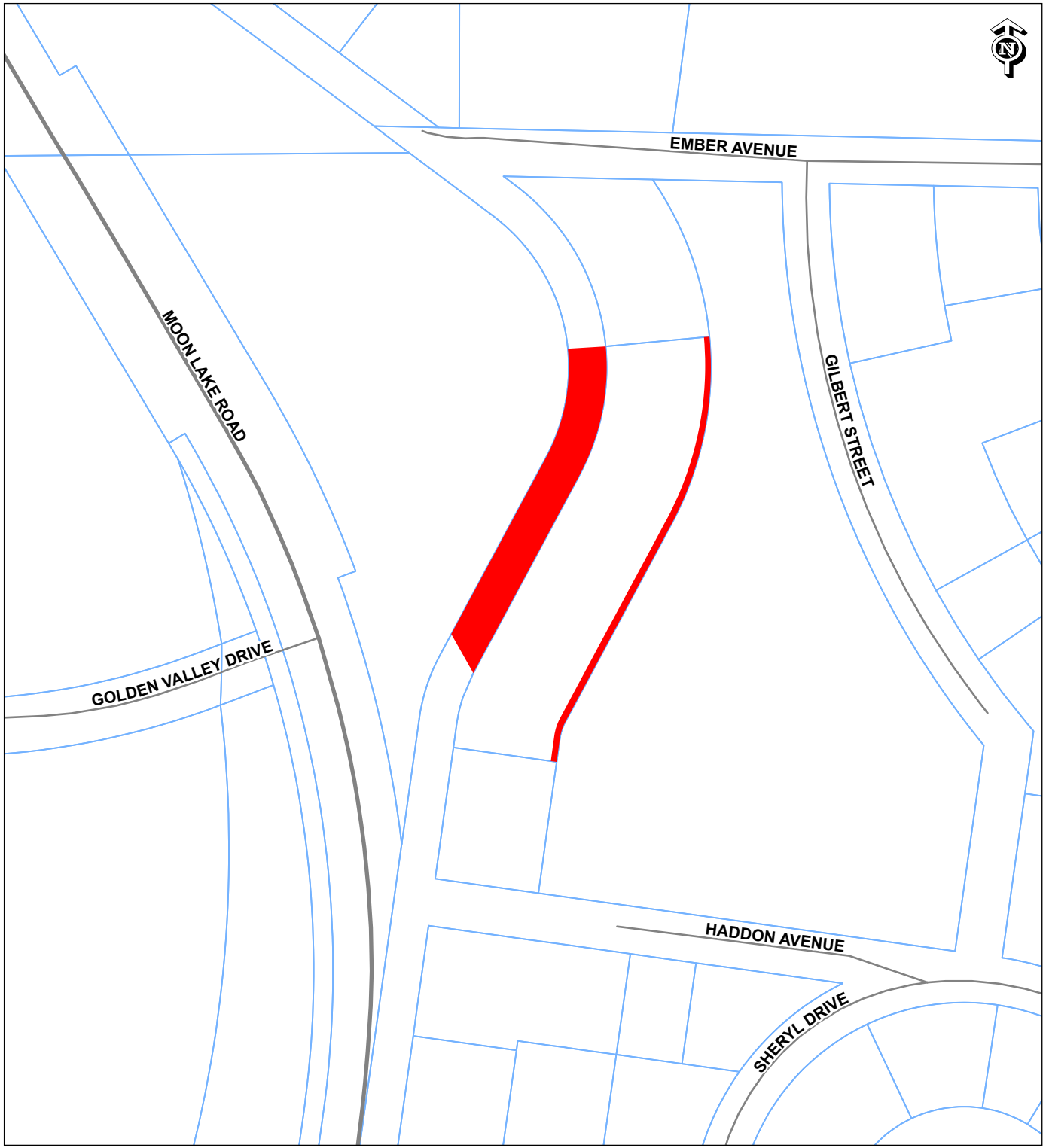
All affected parties have a right to appear at this public hearing, to be heard regarding these issues, and to file written objections with the BCC, at the address above, before the public hearing. All interested persons in support of, or opposed to the vacation, are invited to attend the public hearing and give comment. To learn how to participate in this hearing virtually, which requires advance registration, please visit www.pascocountyfl.net and select Government, then Agendas and Minutes, then Public Comment Options, or call the County's Customer Service Center at (727) 847-2411.

Any person who wants to appeal any decision made by the BCC with respect to any matter considered at any meeting or public hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made at their own expense, and which record includes the testimony and evidence on which the appeal is to be based. For meetings, persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14326 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

Information concerning this matter is on file and available for examination at Pasco County Real Property Division, 7220 Osteen Road, New Port Richey, Florida 34653; or by contacting the Pasco County Real Property Division at (727) 847-8138, or on the Pasco County website, www.pascocountyfl.net, three days before the public hearing, under the link "Agendas & Minutes."

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Pasco County Customer Service Center, 8731 Citizens Drive, New Port Richey, Florida 34654; (727) 847 2411 (V) at least 7 days before the public hearing, or immediately upon receiving this notification, if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY BOARD OF COUNTY COMMISSIONERS.
11/9/25, 11/16/25 64260



FAC26-0004

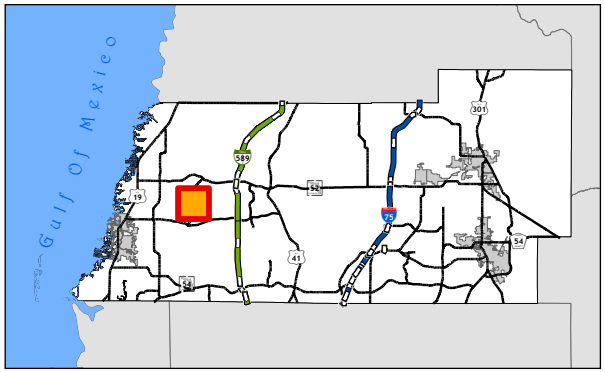
PETITION TO VACATE PLATTED ROW & UTILITY EASEMENT OLD MOON LAKE ROAD, NEW PORT RICHEY

PORTION OF
21-25-17-0120-49900-0000
21-25-17-0120-20900-0060

SUBJECT PROPERTY

COMMISSION DISTRICT: 4

0 400
Feet



GISFlat02\LocationMaps\Real Estate jhelmrich 11/4/2025

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 4 **FILE NO.:** FAC26-0069 **DATE:** 1/20/2026

SUBJECT: Petition to Vacate Platted Utility Easement (Regular) – Gatun Street, New Port Richey – Moon Lake Estates Unit Twelve – Greg and Veronica Johnson – No Funding Required

REFERENCES: Not Applicable

AGENDA SECTION: Public Hearings

THRU: Erik Breitenbach, Assistant County Administrator

FROM: Andrew Baxter, Facilities Management Director

RECOMMENDED BOARD ACTION:

Adopt the resolution vacating a portion of platted utility easement located on lots 1-6 and 13-18 of the Moon Lake Estates Unit Twelve plat as recorded in Plat Book 5, Page 151-153. Authorize the Chairman to execute the resolution, direct the Clerk and Comptroller to mark the plat, and direct Board Records to record the Resolution, and distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

Greg Johnson and Veronica Johnson ("Petitioners") seek to vacate the undeveloped utility easement as shown on as shown in Plat Book 5, Page 151-153, of the Official Records of Pasco County. The Petitioner requests the vacation to allow for development as the utility easement bisects Petitioner's properties.

The utility easement to be vacated is a portion of Pasco County Property Appraiser Parcel ID Nos. 21-25-17-0120-20100-0130 and 21-25-17-0120-20100-0010. The specific legal description of the areas to be vacated are attached as Exhibit "A" to the proposed resolution.

A Notice of Hearing was published in the Tampa Bay Times on December 14, 2025, and December 21, 2025. There are no objections to the petition.

The Facilities Management Department recommends approval of the petition.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding is not required for this action.

DISTRIBUTION:

Board Records to distribute as set forth below:

1. Record and retain the executed Resolution.
2. One copy of the recorded Resolution, electronically to:
   a. Denise Diaz, Operations Lead, Pasco County Clerk's Office, at ddiaz@pascoclerk.com, to mark the plat.
   b. Daniel Fagan, Pasco County Property Appraiser's Office, at dfagan@pascopa.com, for action.

c. Michele Musser, Pasco County Tax Collector's Office, at mmusser@pascotaxes.com, for action.
d. Joann Ravida, Real Property Professional III, Real Property Division at jravida@pascocountyfl.net
e. Heather Wolff, Real Property Manager, Real Property Division at hwolff@pascocountyfl.net
f. Greg and Veronica Johnson, petitioners at gj13@icloud.com

ATTACHMENT(S):

1. FAC26-0069 Petition to Vacate
2. FAC26-0069 Resolution
3. FAC26-0069 Notice of Hearing
4. FAC26-0069 Location Map

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

File No. _____

PETITION TO VACATE

PLATS, ALLEYWAYS, RIGHTS-OF-WAY & PUBLIC EASEMENTS

TO: THE HONORABLE BOARD OF COUNTY COMMISSIONERS

Application is hereby made to the Honorable Board of County Commissioners of Pasco County, Florida (Board) requesting the vacation of certain county and public interests in property situated within an unincorporated area of the county.

Petitioner(s) Name(s): Greg C. Johnson & Veronica Johnson

Applicant's Mailing Address:

10218 Gallery St.
New Port Richey FL 34655

Tel: 727-243-6605 Email: gj13@icloud.com

(hereinafter Applicant) hereby requests that the Board adopt a resolution vacating and abandoning a plat, alleyway, right-of-way and/or easement, renouncing and disclaiming any right or interest of the public and the County in said plat, alleyway, right-of-way and/or easement, in said County, legally described as:

See Exhibit "A"

(A signed and sealed **boundary survey** prepared by a surveyor licensed by the State of Florida must comply with Florida's Standards of Practice F.A.C. 5J-17.052. The boundary survey must include the legal description of the property interest to be vacated, and it must include a depiction of the Applicant's entire parcel.)

2. Pasco County Property Appraiser's Parcel ID No. 21-25-17-0120-20100-0130
21-25-17-0120-20100-0010

3. Type of interest sought to be vacated:
Fully Vacate Utility easement running through the middle of both parcels.

☐ right-of-way ☐ alleyway ☐ drainage easement ☑ utility easement ☐ plat ☐ other: _____

4. Professional Representation (if applicable):

Representative's Mailing Address:

_____

self represented Firm: N/A

Tel: _____ Email: _____

5. The Applicant is making this request for the following reason (please check all that apply):

☐ to correct a code violation ☐ to obtain a building permit
☐ to correct an encroachment ☑ development ☐ other:

Explain reason for application:

Upon approval of Petition to fully vacate the utility easements running through the middle of both of the parcels, our intention is to build two neighboring primary residences and accessory structures as needed for our family to reside. Due to the intent to preserve the many large grandfather oak trees as well as adhere to the required setbacks the modified design will encroach over top of the vacant easements. We would also like to access the rear of the parcels requiring driveways and building of some of the structures will be built over top of the dormant easements we are asking the county to fully vacate the unused utility easements on both parcels

6. Is there a Home Owners Association or Community Development District for this property? ☐ Yes ☑ No

If yes, please provide address and telephone number of the association: _____

_____

7. Please list the utility companies which have service jurisdiction for this property:

POWER CO. Wihlacoochee River Electric Cooperative, Inc. TEL: 352-567-5133

WATER CO. Pasco County Utilities TEL: 813-235-6189

GAS CO. N/A TEL:

TELEPHONE CO. Verizon TEL: 1-833-837-4966
Frontier 1-855-365-0114

8. Attach an Ownership and Encumbrance Report showing the name of the property owner(s), mortgage holders, lien holders and lease holders of these land(s).

9. The total application fee is $891.00. Attach a cashier's check or business check in the amount of $566.00 payable to the Board of County Commissioners of Pasco County. Applicant understands the application fee is not refundable in the event the application is withdrawn, cancelled or denied. The balance of $325.00 is due before the public hearing. Upon receipt of staff's recommendation to the Board of County Commissioners, if Petitioner elects not to proceed, Petitioner may withdraw the application and not pay the fee balance of $325.00.

10. The Applicant and/or Attorney in Fact for the Applicant declares and affirms that:

a. Applicant has a fee interest in the property in which a vacation action is being requested, and that said property is not subject to any delinquent or unpaid ad valorem taxes, special assessments, or other improvement liens.

b. No portion of the property to be vacated constitutes or was acquired for a state or federal highway, nor will the vacation of said property deprive any entity of its legal rights, as a property owner, in adjacent or nearby properties.

c. Applicant understands that Pasco County, its employees or agents will not assume responsibility or liability for any matter that is the responsibility of the Applicant.

d. In making application, the Applicant specifically consents to the physical inspection of the properties described herein, and the providing of such additional information as may be deemed necessary to assist the Board of County Commissioners in its consideration of and action upon the requested action for vacation.

e. Applicant releases Pasco County, its Board of County Commissioners, employees and agents from any and all claims for damages that may result from acts occurring directly as the result of the Applicant's petition.

f. Applicant understands a vacation of public property by the County may affect substantial interests in real property and other proprietary rights.

g. Applicant assumes full and complete responsibility for compliance with the requirements of the law and all procedures arising out of any proceedings instituted by or on behalf of the Applicant.

The undersigned Applicant, having been duly sworn, deposes and says that he/she has read the foregoing application and attachments thereto, knows the content thereof, and that the matters and information set forth therein are true and correct.

APPLICANT:

Signature

Print Name: Greg Johnson

Title: Owner

STATE OF FLORIDA COUNTY
OF PASCO

The foregoing instrument was acknowledged before me this 12th day of November, 2025, by Greg Johnson, (X) individually or ( ) as (title) N/A of (name of entity) N/A. He/she is (X) personally known to me or ( ) has produced _____ as identification.

Notary Public

My Commission Expires: MARCH 17, 2027

LORRAINE CONZOLE
Notary Public-State of Florida
Commission # HH 365121
My Commission Expires
March 17, 2027

Please submit this application and the required documents to:

Pasco County Real Property Division
7220 Osteen Road
New Port Richey, FL 34653

BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO._____**

**RESOLUTION VACATING, ABANDONING,
AND DISCONTINUING A PORTION OF PLATTED UTILITY EASEMENT**

WHEREAS, the Board of County Commissioners of Pasco County, Florida, pursuant to the authority vested in it by Chapter 177, Florida Statutes, is authorized and empowered to consider petitions to vacate, abandon, discontinue and close any utility easement; and,

WHEREAS, at the request of Greg Johnson and Veronica Johnson, a Notice of Hearing was published in the *Tampa Bay Times,* Pasco Edition, giving notice that said Board, at its meeting on January 20, at 1:30 p.m., would consider and determine whether or not the County will vacate the following described portion of platted utility easement:

SEE EXHIBIT "A," (Legal Description)
ATTACHED HERETO AND
BY REFERENCE MADE A PART HEREOF

WHEREAS, Petition No. FAC26-0069 was presented to the Board of County Commissioners of Pasco County at its public hearing conducted on January 20 at 1:30 p.m., in accordance with the Notice of Hearing; and

WHEREAS, no objections have been made to the petition to vacate; and,

WHEREAS, the Board of County Commissioners finds that no evidence has been presented to indicate that anyone will be prejudiced by said vacation; and,

WHEREAS, the Board of County Commissioners finds that the subject vacation is in the best interest of the public;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, as follows:

1. **THE WHEREAS CLAUSES** set forth above are incorporated herein by reference and made a part of this resolution.

2. The portion of the utility easement described in Exhibit "A" is hereby vacated, abandoned, and discontinued on behalf of said Board and on behalf of the public generally, and that from and after the adoption of this resolution, said utility easement be and the same is hereby permanently closed and vacated.

3. The Clerk and Comptroller is hereby instructed to mark the plat in accordance with the provisions of this resolution.

4. The Clerk of the Circuit Court is hereby instructed that a copy of the foregoing resolution be forwarded to the Property Appraiser's Office as notification of the Board's action.

DONE AND RESOLVED in regular session with a quorum present and voting this ____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

BY_____
NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

BY_____
JACK MARIANO, CHAIRMAN

Exhibit “A”

THE WEST 5 FEET OF LOTS 1-6, BLOCK 201, MOON LAKE ESTATES UNIT TWELVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGES 151-153, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA
AND
THE EAST 5 FEET OF LOTS 13-18, BLOCK 201, MOON LAKE ESTATES UNIT TWELVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGES 151-153, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

68759

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter Notice of Hearing was published in said newspaper by print in the issues of 12/14/25, 12/21/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____

Sworn to and subscribed before me this **12/21/2025**

Signature of Notary of Public

Personally known **X** or produced identification.

Type of identification produced _____

JEAN M MITOTES
Notary Public - State of FLORIDA
Commission # HH 577686
My Commission Expires July 31, 2028

NOTICE OF PUBLIC HEARING

PUBLIC NOTICE is hereby given that the Pasco County Board of County Commissioners (BCC) will hold a public hearing at the West Pasco Government Center Board Room, 1st floor, 8731 Citizens Drive, New Port Richey, Florida 34654 on January 20, 2026, at 1:30 PM, to consider a petition submitted by Greg and Veronica Johnson to vacate the following platted utility easement:

THE WEST 5 FEET OF LOTS 1-6, BLOCK 201, MOON LAKE ESTATES UNIT TWELVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGES 151-153, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA
AND
THE EAST 5 FEET OF LOTS 13-18, BLOCK 201, MOON LAKE ESTATES UNIT TWELVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGES 151-153, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

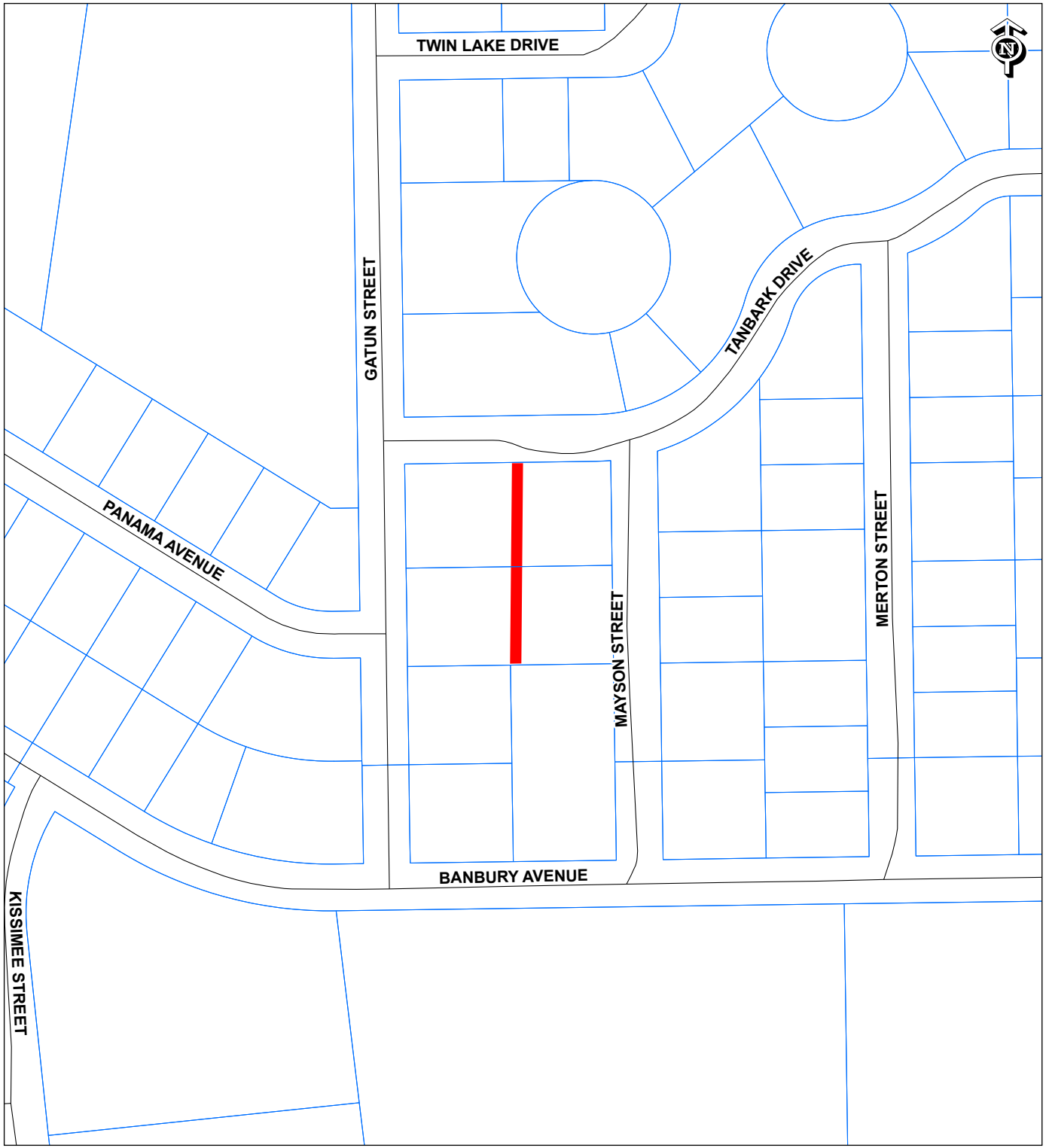
All affected parties have a right to appear at this public hearing, to be heard regarding these issues, and to file written objections with the BCC, at the address above, before the public hearing. All interested persons in support of, or opposed to the vacation, are invited to attend the public hearing and give comment. To learn how to participate in this hearing virtually, you must pre-register by calling Customer Service at (727) 847-2411 by 4 p.m. the day prior to the hearing."

Any person who wants to appeal any decision made by the BCC with respect to any matter considered at any meeting or public hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made at their own expense, and which record includes the testimony and evidence on which the appeal is to be based. For meetings, persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14326 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

Information concerning this matter is on file and available for examination at Pasco County Real Property Division, 7220 Osteen Road, New Port Richey, Florida 34653; or by contacting the Pasco County Real Property Division at (727) 847-8138, or on the Pasco County website, www.pascocountyfl.net, three days before the public hearing, under the link "Agendas & Minutes."

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Pasco County Customer Service Center, 8731 Citizens Drive, New Port Richey, Florida 34654; (727) 847 2411 (V) at least 7 days before the public hearing, or immediately upon receiving this notification, if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
12/14/25, 12/21/25 68759



FAC26-0069

PETITION TO VACATE UTILITY EASEMENT

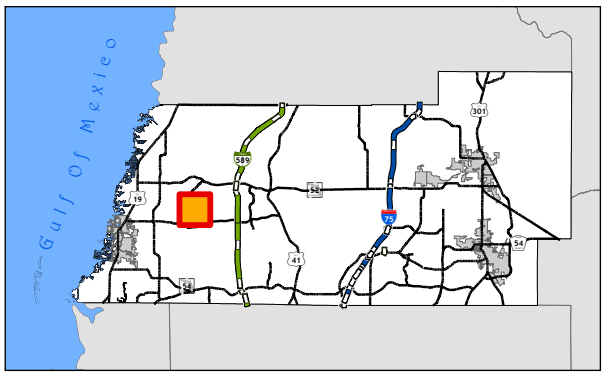
9540 & 9522 GATUN STREET NEW PORT RICHEY

21-25-17-0120-20100-0130
21-25-17-0120-20100-0010

SUBJECT PROPERTY

COMMISSION DISTRICT: 4

0 300
Feet



C:\Users\jhelmrich\AppData\Local\Temp\ArcGISProTemp4556\Untitled\Untitled.aprx jhelmrich 12/3/2025

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 4 **FILE NO.:** PDE26-7893 **DATE:** 1/20/2026

SUBJECT: Zoning Amendment (Regular) - DRB Little and Ross MPUD Master Planned Unit Development - Citrico Alliance, LLC. - A Rezoning Request From an A-C Agricultural District and C-2 General Commercial District to an MPUD Master Planned Unit Development to Allow for the Development of 74 Single Family Detached Units and Associated Infrastructure on Approximately 26.2 Acres Located Approximately 600 Feet East of the Intersection of Little Road And Ross Lane on the North Side

REFERENCES: All Planning Commission (PC) and Board of County Commissioners (BCC) Public Hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): PC at NPR 11/20/2025; BCC at NPR 1/20/2026

AGENDA SECTION: Public Hearings

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED BOARD ACTION:

Approve the proposed Zoning Amendment subject to the attached Conditions of Approval. Authorize the Chairman to execute one (1) original of the Resolution provided, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

PROJECT OVERVIEW

Land Development Code (LDC) Section 402.2, Zoning Amendment - MPUD Master Planned Unit Development; Section 522 - MPUD Zoning District

Proposed is a zoning amendment in the name of DRB Little and Ross MPUD, a proposed rezoning from A-C & C-2 zoning districts to MPUD Master Planned Unit Development district to ultimately allow for the development of 74 single-family detached units on a currently vacant parcel. The MPUD Master Plan proposes a lot size of 60 feet wide by 100 feet in depth.

The proposed density supports and cooperates with the existing uses and users of the area, providing housing for a built environment primarily characterized by and to the rear of non-residential development located along Little Road to the west and Ridge Road to the north.

This MPUD is responsible for payment of a proportional share for the intersection improvements at Little Road and Ross Lane pursuant to condition of approval 18. This intersection is budgeted on the Capital Improvement Program (CIP) for Fiscal Year (FY) 27 for construction. Design was budgeted for FY 25.

There is a companion Comprehensive Plan Amendment, CPAS(25)11 from COM (Commercial) and RES-9 (Residential 9 du/ga) to RES-6 (Residential 6 du/ga), which more accurately represents the surrounding development pattern in the area, the majority of which is under the RES-6 Future Land Use. This project proposes roughly

2.96 dwelling units per acre of net developable density. However, it should be noted that there is not a Southwest Florida Water Management District (SWFWMD) official delineation of the wetlands on site, and the net density could fluctuate and slightly exceed a net density of three dwelling units per acre. There is an estimated +/- 1.27 acres of wetland total on site, leaving approximately 24.93 acres of developable uplands on site.

Ross Lane, the public road from which this project is getting its vehicular access, is currently a public road that was not on the County's road system for maintenance. The Public Works Department has agreed that this road should be accepted into the maintenance system of the County, as it currently serves as a minor collector roadway. Ross Lane is currently improved to County standards from Little Road to the eastern edge of the Veterans Affairs property. The rest of Ross Lane will require capital funding to be brought up to County standard when such funding becomes available. A resolution for the County to accept such maintenance will be presented to the BCC on or prior to March 10, 2026.

The DRB Little and Ross MPUD contains one parcel. The permitted uses for the parcel are as follows:

Parcel 1: 74 Single-Family Detached Units

Variation Request:
LDC Section 901.6.D.11- *Street Design and Dedication Requirements* - The applicant proposes not to provide a vehicular connection to the North and West.

Staff Variation Request Analysis:
LDC Section 901.6.D.11-*Street Design and Dedication Requirements*- To the northeast the adjacent parcel is encumbered by a Category One Wetland and to the northwest there is a Lowes Home Improvement Store. The applicant is providing a pedestrian connection to the north in lieu of a vehicular connection due to these site constraints and PDE is amenable to the request. The access to Lowe's, if vehicular, would be to the side drive aisle, which is used for raw material and other deliveries to the store and would not provide a meaningful/functional residential vehicular connection given the site layout and use of the commercial development in relation to this residential development. A meaningful pedestrian connection to the west is being provided by Ross Lane for the residents of this proposed development. The applicant is constructing a portion of sidewalk along the north side of Ross Lane that is offsite for mobility fee credits, which will allow the residents to move west along Ross Lane. Adding another vehicular connection to the west would not be as meaningful as the 8-foot pedestrian path connection proposed by the applicant, which allows pedestrians to access the commercial developments to the west. A vehicular connection to the west would have to be in the northern portion of the subject site because of the commercial subdivision that has already occurred on the parcels to the west. Providing a vehicular connection on the west property line at the north end of the site would mean that the open space and pedestrian paths would have to be removed given the site constraints of the wetlands on the northern end of the property. Because the vehicular connection to the west is already being achieved roughly 930 feet to the south via Ross Lane,

maintaining the open space with stormwater amenity, pedestrian pathways onsite, and pedestrian connections to the commercial development through the open space, in lieu of the vehicular connection, allows for a more fluent development. These features provide additional multimodal transportation options within the node that are mutually beneficial to the non-residential and residential developments. There is some question as to whether the subject MPUD has an existing legal right to access the commercial subdivision to the west pursuant to a Declaration of Covenants, Conditions, and Restrictions recorded in Official Records Book 4043, Page 1222 of the Public Records of Pasco County, Florida ("Declaration"). The applicant has provided a legal opinion (attached) that concludes that the subject MPUD is not subject to the Declaration. However, PDE has not relied on this legal opinion for purposes of the LDC variation, because (a) the opinion is not issued to the County, so it is not clear the County can rely on the opinion, (b) the opinion provides no explanation or analysis as to why the subject MPUD is not subject to the Declaration, and (c) PDE is supporting the LDC variation regardless of whether the subject MPUD does or does not have a right under the Declaration to access the commercial subdivision to the west. Given this, PDE is amenable to this request.

This agenda memo was prepared by Kurt Siverson, Planner I.

SITE DETAILS

The project is located within the West Market Area, northeast of the Little Road & Ross Lane intersection (Parcel ID No. 26 25 16 0000 00400 0000).

Commission District:	The Honorable Commissioner Lisa Yeager
Project Name:	DRB Little and Ross MPUD
Applicants' Name(s):	Citrico Alliance, LLC
Current Zoning District:	A-C (Agricultural), C-2 (General Commercial District)
Proposed Zoning District:	MPUD Master Planned Unit Development
Future Land Use (FLU) Classification:	COM (Commercial), RES-9 (Residential-9 du/ga)
Water/Sewage	Pasco/Pasco
Flood Zone:	A, X
Requested Entitlements:	74 Single-Family Detached Units
Roads/Access:	Little Road (County, Arterial), Ross Lane (Private, Residential)

MPUD SURROUNDING CONDITIONS ANALYSIS

The DRB Little and Ross MPUD proposes a residential community of 74 single-family detached units. The proposal supports the immediate surrounding area, which has a development pattern characterized by single-family detached units east and southeast of the subject site along with a non-residential development pattern of commercial users and extensive civic users west and north (facing the arterial roadways). The Veteran Affairs Center is adjacent to the south (across Ross Lane) and the West Pasco Government Center is approximately 0.35 miles south of the subject site.

The following MPUD zones/projects are within a 1-mile radius of the DRB Little and Ross MPUD.

1. Sandhill Ridge MPUD: Located to the southwest of the subject site is an affordable housing project, approved for 23 single-family detached units by Resolution 24-77RZ.

2. New Port Corners MPUD: Located roughly 1.25 miles to the south is a portion of the New Port Corners MPUD, identified as the northeast village, which has been entitled 300 Multi-Family units, 700 Single-Family units, 100,000 square feet Retail, and 300,000 square feet of Office/Target Industry/Light Industrial by Resolution 22-12RZ.

SURROUNDING ZONING AND LAND USES

	Zoning District	Future Land Use (FLU)	Existing Use
North	C-2 (General Commercial District), A-C (Agricultural)	COM (Commercial)	Primarily non-residential users, commercial development
South	C-1 (Neighborhood Commercial District), PO1 (Professional Office District), A-C (Agricultural)	ROR (Retail/Office/Residential), RES-6 (Residential-6 du/ga)	Veterans Affairs center, residential users
East	AC (Agricultural), R-2 (Low Density Residential District)	RES-6 (Residential-6 du/ga)	Residential users
West	C-2 (General Commercial District)	COM (Commercial)	Primarily non-residential users, commercial development

PREVIOUS ZONING ACTION(S) AND BACKGROUND DETAILS

The majority of the subject site retains the original zoning of A-C Agricultural (Parcel ID No. 26 25 16 0000 00400 0000).

In October 1997, a portion of the subject site was rezoned from A-C Agricultural to C-2 General Commercial by rezoning petition RZ5187, which established the commercial portion of the subject site. (Parcel ID No. 26 25 16 0000 00400 0000).

FINDINGS OF FACT

1. Proposed is a zoning amendment seeking the development of 74 single-family detached units.
2. The DRB Little and Ross MPUD is located within the West Market Area and Commission District 4.
3. The subject site is currently undeveloped.
4. The Conditions of Approval include a payment of $128,000 toward the signalization improvement of the Ross Lane and Little Road intersection. This improvement shall not be Mobility Fee creditable.
5. Development of the pedestrian facilities along Ross Lane, inclusive of an unfinished segment of sidewalk on the north side of Ross Lane by the commercial developer, will connect the residential project to the Little Landing commercial plaza.
6. The applicant voluntarily agreed to a 10-foot type A landscape buffer on the eastern property line, exceeding the Land Development Codes buffering requirement.
7. The applicant voluntarily agreed to the Live Local provision which has been incorporated within the Conditions of Approval.
8. Reviewed concurrently, CPAS(25)11 proposes to revise the Future Land Use of the subject site from COM (Commercial) and RES-9 (Residential-9 du/ga) to RES-6 (Residential-6 du/ga). Adoption of the proposed Comprehensive Plan Amendment will enable the proposed residential use and more accurately reflect the surrounding area's development pattern. The companion CPA memorandum contains the policy analyses to include Policy FLU 1.8.7.
9. On November 20th, 2025, the proposed rezoning was presented to the Planning Commission (PC). The PC voted unanimously to recommend approval to the Board of County Commissioners (BCC) of the proposed Zoning Amendment request with conditions in the name of the DRB Little and Ross MPUD Master Planned Unit Development District.
10. LDC Section 402.2.C.8 specifies that variations from this Code may be reviewed and approved by the PC and BCC during the public hearing held on any application for an MPUD zoning amendment and the BCC finds, in the particular case, that the proposed variation meets or exceeds the intent of the Code. The Planning, Development, & Economic Growth Department (PDE) has reviewed the requested variation and finds it meets the intent of the LDC as noted.
11. The proposed request is consistent with the Pasco County LDC, Chapter 400, Subsection 402.2 Zoning Amendment - MPUD Master Planned Unit Development, and with the applicable provisions of the Pasco County Comprehensive Plan.

PRELIMINARY FEASIBILITY ANALYSIS

1. Timing and Phasing (T&P) and/or Substandard Road Analysis (SSRRA): The Transportation Planner found application SSRRA-2025-00082 exempt, additionally, finding the Timing and Phasing Analysis T&P-2025-00030 exempt. The Transportation Planner concludes the currently allowable land uses by the existing zoning would attract more PM peak hour traffic than the proposed residential MPUD, thus the exemption of both analyses.
2. Pasco County Utilities (PCU): The Utilities Department had no objection to the proposal and are in agreement with the conditions herein.
3. Pasco Sheriff's Office (PSO): The Sheriff's Office did not provide comments on the proposal.
4. Fire: The Fire Services Department had no objection to the proposal and are in agreement with the conditions herein.
5. Emergency Management: The Emergency Management Department had no objection to the proposal and are in agreement with the conditions herein.
6. Parks, Recreation, and Natural Resources (PRNR): The Parks, Recreation, and Natural Resources Department are in agreement with the conditions herein.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action.

DISTRIBUTION:
Board Records to distribute as set forth below:

1. Retain One Original

ATTACHMENT(S):
1. PDE26-7893: Visuals
2. PDE26-7893: Resolution
3. PDE26-7893: Exhibits A, B, C
4. PDE26-7893: Exhibit 1 Binding Concept Plan
5. PDE26-7893: Connectivity Exhibit
6. PDE26-7893: Declaration Exhibits
7. PDE26-7893: Ex Parte Packet
8. PDE26-7893: Proof of Notification
9. PDE26-7893: Proof of Publication



RZ-7893
A-C & C-2 TO MPUD

26-25-16-0000-00400-0000

CITRICO ALLIANCE LLC /
DRB LITTLE AND ROSS MPUD
27530 NW 193RD AVE
HIGH SPRINGS, FL 32643

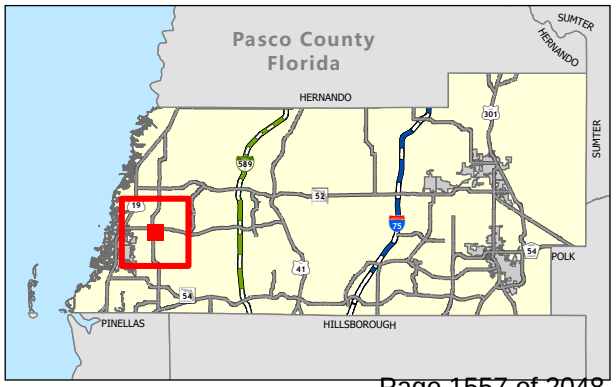
PHYSICAL ADDRESS:
8224 LITTLE ROAD

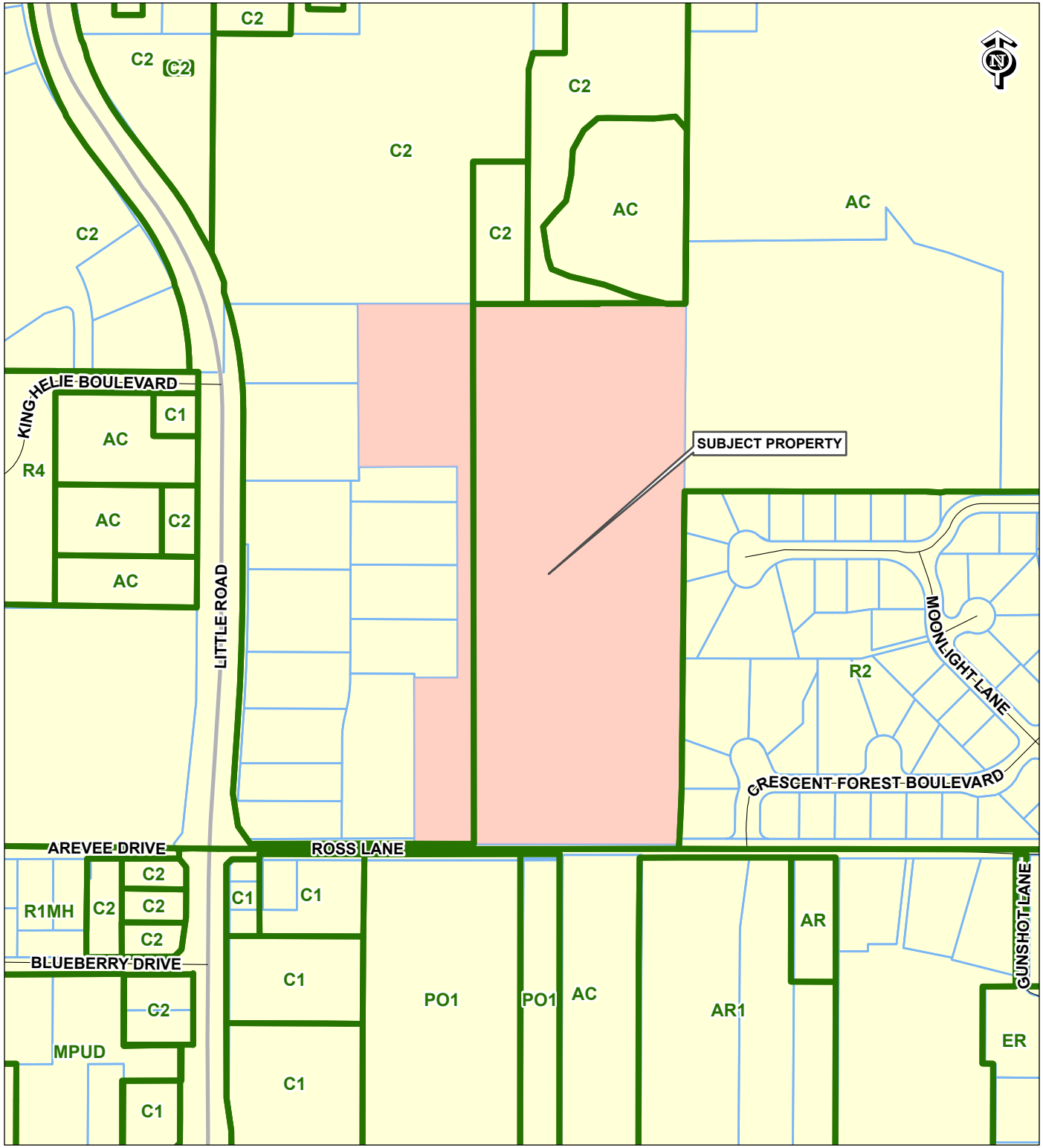
TAZ-188
COMMISSION DISTRICT: 4

SUBJECT PROPERTY

0 410 820
Feet

T:\GIS Main\GISFlat02\LocationMaps\Zoning\Zoning_Automation\Zoning_Automation.aprx Template_AERIAL jdaniel 7/1/2025





RZ-7893
A-C & C-2 TO MPUD

26-25-16-0000-00400-0000

CITRICO ALLIANCE LLC /
DRB LITTLE AND ROSS MPUD
27530 NW 193RD AVE
HIGH SPRINGS, FL 32643

PHYSICAL ADDRESS:
8224 LITTLE ROAD

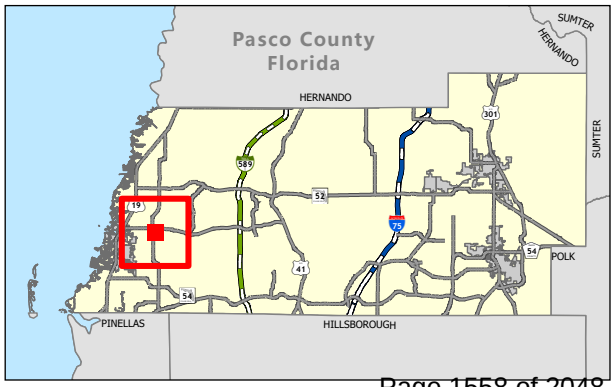
TAZ-188
COMMISSION DISTRICT: 4

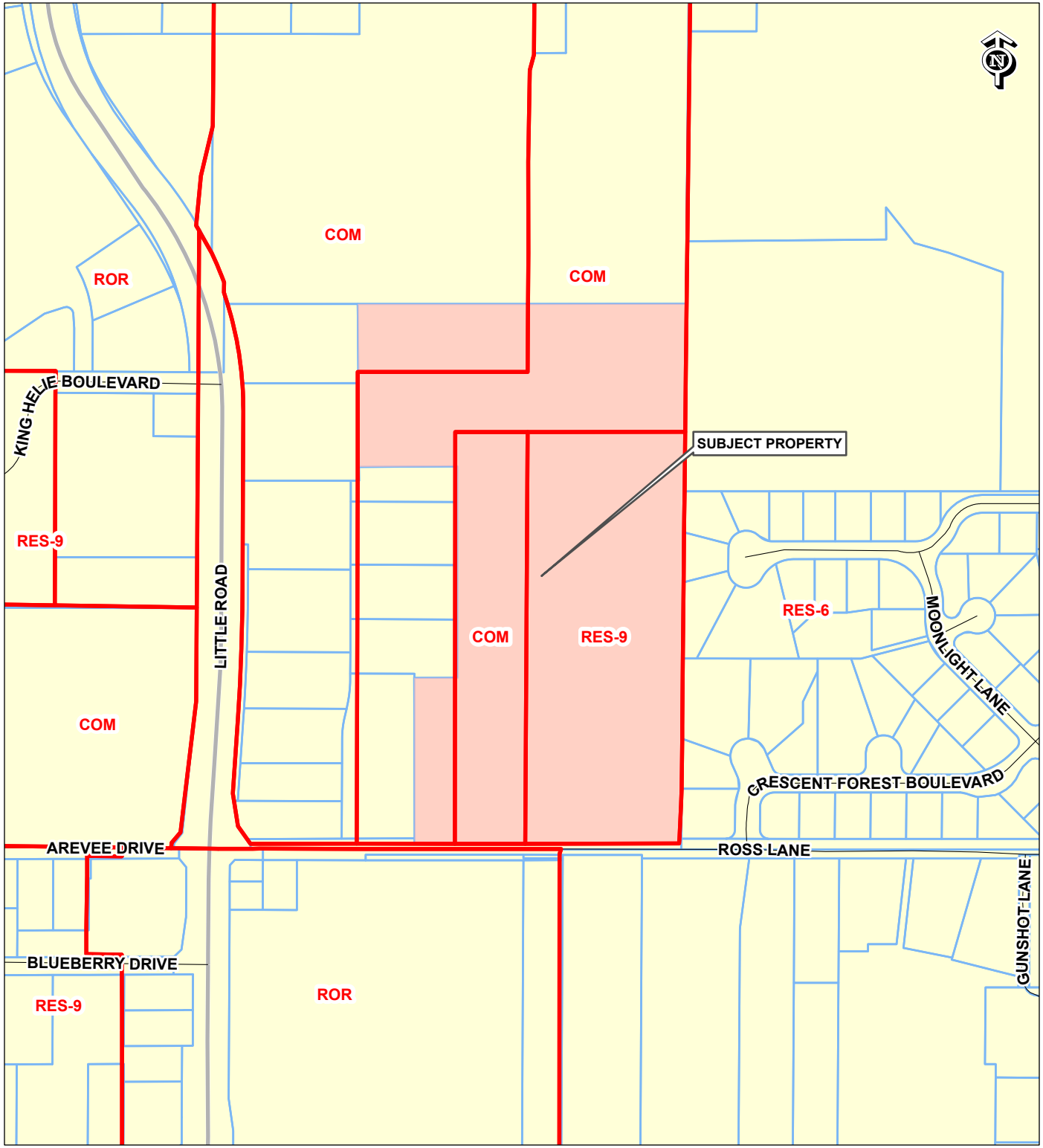
SUBJECT PROPERTY

EXISTING ZONING

0 410 820
Feet

T:\GIS Main\GISFlat02\LocationMaps\Zoning\Zoning_Automation\Zoning_Automation.aprx Template_ZONING jdaniel 7/1/2025





RZ-7893
A-C & C-2 TO MPUD

26-25-16-0000-00400-0000

CITRICO ALLIANCE LLC /
DRB LITTLE AND ROSS MPUD
27530 NW 193RD AVE
HIGH SPRINGS, FL 32643

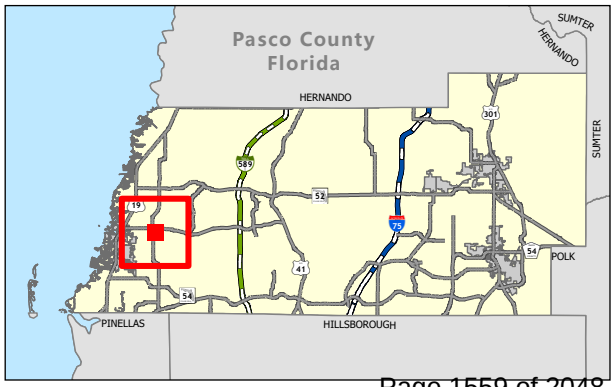
PHYSICAL ADDRESS:
8224 LITTLE ROAD

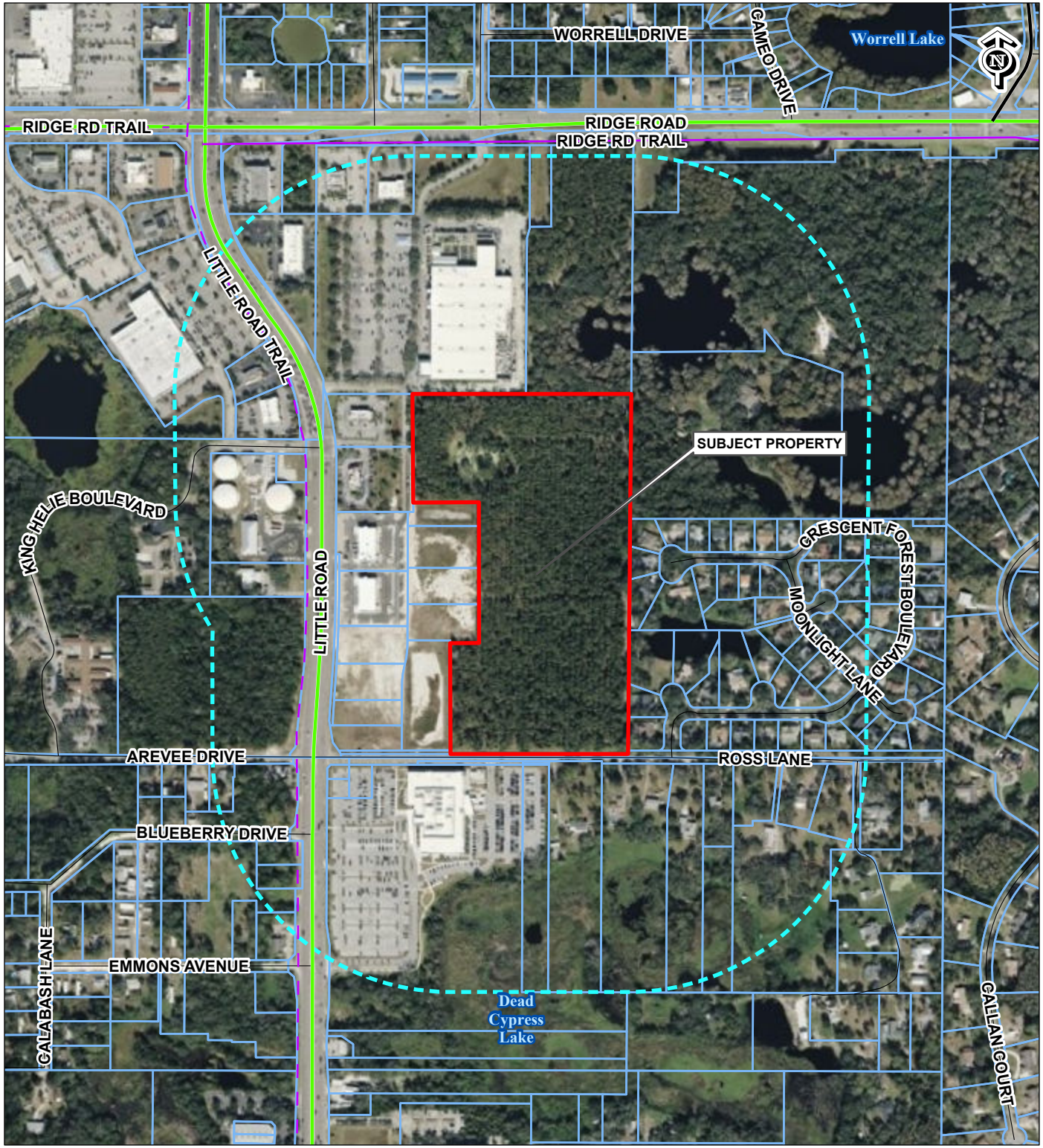
TAZ-188
COMMISSION DISTRICT: 4

SUBJECT PROPERTY
FUTURE LAND USE 2025

0 410 820
Feet

T:\GIS Main\GISFlat02\LocationMaps\Zoning\Zoning_Automation\Zoning_Automation.aprx Template_FLU jdaniel 7/1/2025





RZ-7893
A-C & C-2 TO MPUD

26-25-16-0000-00400-0000

CITRICO ALLIANCE LLC /
DRB LITTLE AND ROSS MPUD
27530 NW 193RD AVE
HIGH SPRINGS, FL 32643

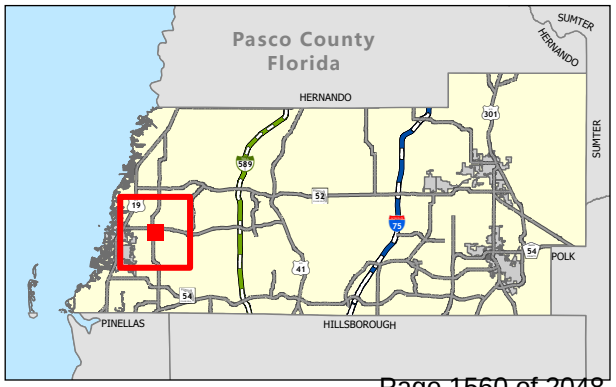
PHYSICAL ADDRESS:
8224 LITTLE ROAD

TAZ-188
COMMISSION DISTRICT: 4

- Subject Property
- 1000ft Buffer
- Conceptual Trails / Planned
- Existing Trails
- Exisiting Arterial
- Existing Collector

0 600 1,200
Feet

T:\GIS Main\GISFlat02\LocationMaps\Zoning\Zoning_Automation\Zoning_Automation.aprx Template_CONTEXT_MAP jdaniel 7/1/2025



BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO. 26-17RZ**

RESOLUTION AMENDING ZONING CLASSIFCATION OF PROPERTY FROM AN A-C AGRICULTURAL DISTRICT TO AN MPUD MASTER PLANNED UNIT DEVELOPMENT DISTRICT AS DESCRIBED IN REZONING PETITION NO. 7893

WHEREAS, the Board of County Commissioners of Pasco County, after due public notice, held a public hearing on January 20th, 2026 on Rezoning Application No. 7893; and

WHEREAS, the Board of County Commissioners has heard the presentation and evidence of the applicant and individuals in opposition to and in favor of the application; and

WHEREAS, the Board of County Commissioners has reviewed the report and recommendations of the Planning Commission and the recommendation of the County staff and does hereby adopt the following findings of fact:

FINDINGS OF FACT

1. Proposed is a zoning amendment seeking the development of 74 single-family detached units.

2. The DRB Little and Ross MPUD is located within the West Market Area and Commission District 4.

3. The subject site is currently undeveloped.

4. The Conditions of Approval include a payment of $128,000 toward the signalization improvement of the Ross Lane and Little Road intersection. This improvement shall not be mobility fee creditable.

5. Development of the pedestrian facilities along Ross Lane, inclusive of an unfinished segment of sidewalk on the north side of Ross Lane by the commercial developer, will connect the residential project to the Little Landing commercial plaza.

6. The applicant voluntarily agreed to a 10-foot type A landscape buffer to their eastern property line, exceeding the Land Development Codes buffering requirement of like-kind

residential projects.

7. The applicant voluntarily agreed to the Live Local provision which has been incorporated within the Conditions of Approval.

8. Reviewed concurrently, CPAS(25)11 proposed to revise the Future Land Use of the subject site from COM (Commercial) and RES-9 (Residential-9 du/ga) to RES-6 (Residential-6 du/ga). Adoption of the proposed Comprehensive Plan Amendment will support the residential user and more accurately reflect the surrounding areas development pattern. The companion CPA memorandum contains the policy analyses to include Policy FLU 1.8.7.

9. On November 20th, 2025, the proposed rezoning was presented to the Planning Commission (PC). The PC voted unanimously to recommend approval to the Board of County Commissioners (BCC) of the proposed Zoning Amendment request with conditions in the name of the DRB Little and Ross MPUD Master Planned Unit Development District.

10. LDC Section 402.2.C.8 specifies that variations from this Code may be reviewed and approved by the PC and BCC during the public hearing held on any application for an MPUD zoning amendment. Variations shall be allowed where the BCC specifically finds, in the particular case, that the proposed variation meets or exceeds the intent of this Code.

a. The applicant requests a variation from LDC section 901, Infrastructure Standards, specifically 901.6.D.11, Street Design and Dedication Requirements, to provide pedestrian connections north and west of the subject site in lieu of vehicular connections. To the northeast the adjacent parcel is encumbered by a Category One Wetland and to the northwest there is a Lowes Home Improvement Store. The applicant is providing pedestrian connections to the north due to these site constraints and a meaningful pedestrian connection to the west is being provided by Ross Lane for the residents of the proposed development. PDE is amenable to the request given that the access to Lowe's, if vehicular, would be to the side drive aisle, which is used for deliveries to the store and unfit to provide a meaningful

vehicular connection for the residents. Providing a vehicular connection on the west property line at the north end of the site would require a reduction of open space and pedestrian paths given the site constraints of the wetlands on the northern end of the property. Because the vehicular connection to the west is already being achieved roughly 930 feet to the south via Ross Lane, PDE prefers the open space, pedestrian pathways onsite, and pedestrian connections north and west in lieu of the vehicular connections, as they contribute toward a more cohesively planned development and multimodal transportation options within the node which are mutually beneficial to the neighboring non-residential and residential developments. Given this, PDE is amenable to this request.

11. The proposed request is consistent with the Pasco County LDC, Chapter 400, Subsection 402.2 Zoning Amendment - MPUD Master Planned Unit Development, and with the applicable provisions of the Pasco County Comprehensive Plan. Further, the Board finds that the proposed variation from LDC Section 901 referenced above meets or exceeds the intent of the Code.

WHEREAS, the Board of County Commissioners has taken into consideration other factors relevant to the decision as to whether the rezoning request should be approved for the subject property.

WHEREAS, a description of the real property is attached hereto as Exhibit A and is made part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled with a quorum present and voting, this 20th day of January, 2026 that the rezoning petition of DRB Little and Ross MPUD Master Planned Unit Development is hereby approved, subject to the conditions and master plan for the DRB Little and Ross MPUD as set forth in Exhibits B and C attached hereto and made part hereof.

DONE AND RESOLVED this 20th day of January 2026.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
PASCO COUNTY, FLORIDA

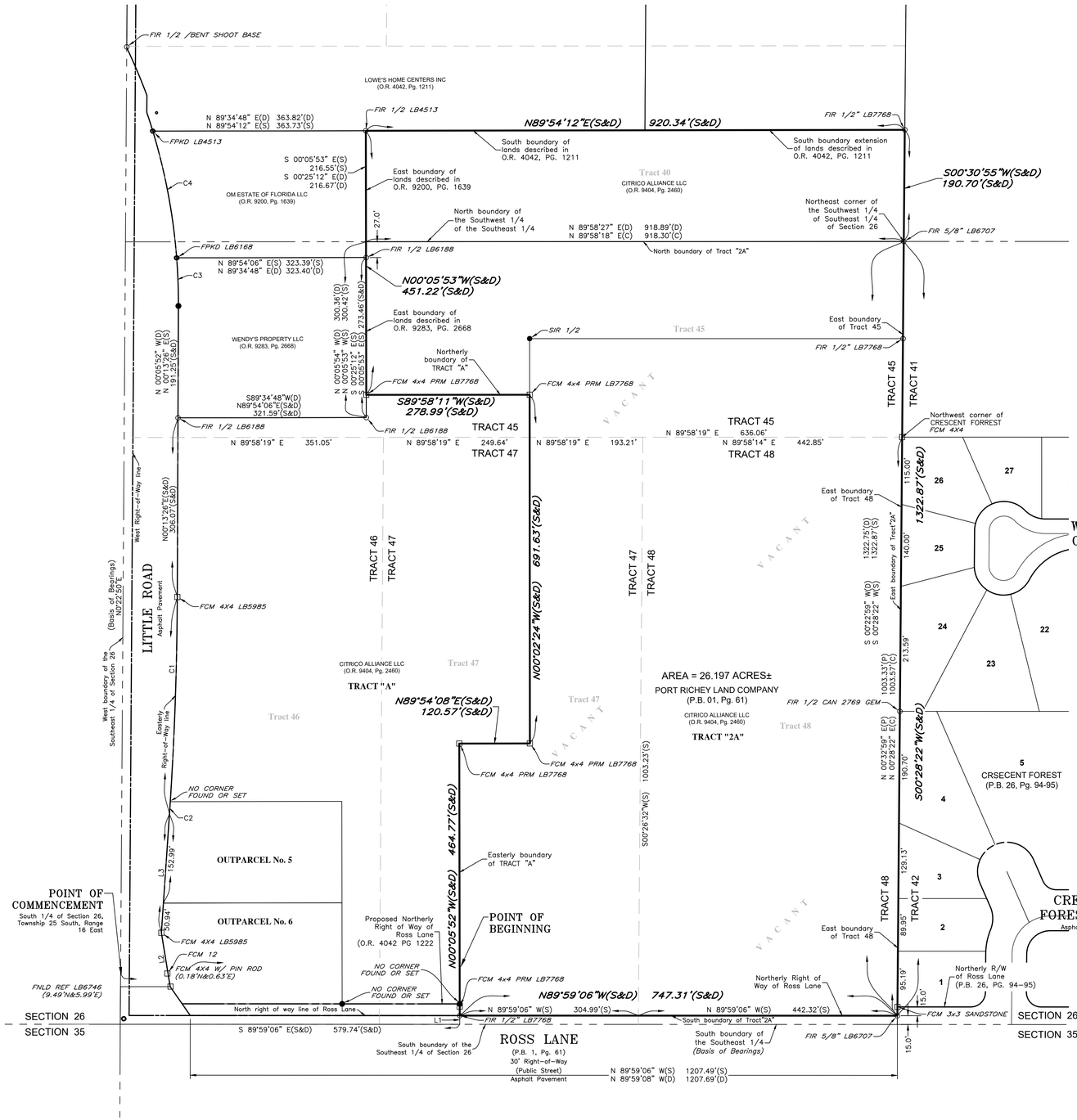
ATTEST:

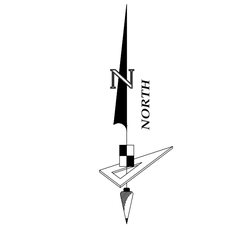
_____
NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

_____
Jack Mariano, CHAIRMAN

EXHIBIT A

LEGAL DESCRIPTION





LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	N 00°00'54" E	15.00'
L2	N 09°16'37" W	93.15'
L3	N 03°53'29" E	203.93'

CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1(S)	5789.58'	3°40'04"	370.62'	370.56'	N 02°03'27" E
C1(D)	5789.58'	3°40'04"	370.62'	370.56'	N 02°03'27" E
C2	5789.58'	0°12'17"	20.67'	20.67'	N 03°47'21" E
C3(S)	1014.93'	4°38'43"	82.29'	82.26'	N 02°05'55" W
C3(D)	1014.93'	4°38'43"	82.29'	82.26'	N 02°25'50" W
C4(S)	1014.97'	12°27'35"	220.72'	220.29'	N 10°39'07" W
C4(D)	1014.93'	12°27'35"	220.84'	220.41'	N 10°59'13" W

SCHEDULE B, PART II EXCEPTIONS

Items I through 4: Not a matter of survey.

Item 5: Refer to Plat of PORT RICHEY LAND COMPANY, recorded in Plat Book 1, Page 81, of the Public Records of Pasco County, Florida. (plotted hereon where applicable)

Item 6: Refer to Terms and conditions of the Declaration of Easements recorded September 13, 2021, in Official Records Book 10437, Page 1050. (not plottable)

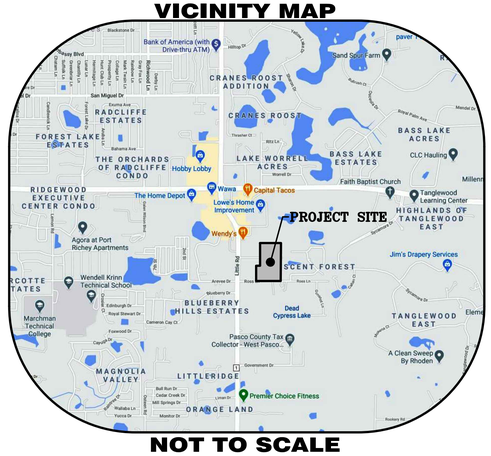
Item 7: Refer to Terms and conditions of the Agreement to Cooperate, set forth in Special Warranty Deed recorded September 13, 2021, in Official Records Book 10437, Page 1065. (not plottable)

Item 8: Not a matter of survey.

LEGEND

(S) ------- Survey Dimension
(D) ------- Deed Dimension
(P) ------- Plat Dimension
(C) ------- Calculated Dimension
O.R. ------- Official Records Book
P.B. ------- Plat Book
Pg(s). ------- Page(s)
Conc. ------- Concrete
CP ------- Concrete Post
B ------- Bollard
------- Sign
MB ------- Mail Box
Ø ------- Utility Pole
W ------- Well
OU ------- Overhead Utility Lines
W ------- Water Gate Valve
R/W ------- Right-of-way

VICINITY MAP



NOT TO SCALE

PARCEL 2A:

DESCRIPTION: Tract 48, and part of Tracts 40, 45, and 47, PORT RICHEY LAND COMPANY, according to Plat Book 1, Page 61, of the Public Records of Pasco County, Florida, lying in Section 26, Township 25 South, Range 16 East, Pasco County, Florida, and being more particularly described as follows:

COMMENCE at the South 1/4 of said Section 26, run thence along the South boundary of the Southeast 1/4 of said Section 26, S.89°59'06"E., a distance of 579.74 feet; thence N.00°00'54"E., a distance of 15.00 feet to a point on the North right of way line of Ross Lane, aforesaid plat of PORT RICHEY LAND COMPANY, said point also being the **POINT OF BEGINNING**; thence along the Easterly boundary of Tract "A", as described in that certain Declaration of Covenants, Conditions and Restrictions, recorded in Official Records Book 4042, Page 1222, of the Public Records of Pasco County, Florida; thence along said Easterly boundary of Tract "A", and its Southerly and Northerly extensions, the following three courses: 1) N.00°05'52"W., a distance of 464.77 feet; 2) N.89°54'08"E., a distance of 120.57 feet; 3) N.00°02'24"W., a distance of 691.63 feet; thence S.89°58'11"W., a distance of 278.99 feet to the East boundary of lands described in Official Records Book 9283, Page 2668 and East boundary of lands described in 9200, Page 1639, of the Public Records of Pasco County, Florida; thence along said East boundary, N.00°05'53"W., a distance of 451.22 feet to the South boundary of lands described in Official Records Book 4042, Page 1211, of the Public Records of Pasco County, Florida; thence along said South boundary and the Easterly extension thereof, thence N.89°54'12"E., a distance of 920.34 to the East boundary of Tract 40; thence along said East boundary, S.00°30'55"W., a distance of 190.70 feet to the Northeast corner of the Southwest 1/4 of Southeast 1/4 of aforesaid Section 26; thence along the East boundary of Tracts 45 and 48, S.00°28'22"W., a distance of 1322.87 feet to aforesaid North right of way line of Ross Lane; thence along said North right of way line, said line lying 15.00 feet North of and parallel with aforesaid South boundary of the Southeast 1/4 of Section 26, N.89°59'06"W., a distance of 747.31 feet to the **POINT OF BEGINNING**.

Containing 26.197 acres, more or less.

SURVEYOR'S NOTES:

1) Easements, rights-of-way, set back lines, reservations, agreements, and other similar matters shown hereon were taken from Fidelity National Title Insurance Company Commitment For Title Insurance, Commitment Number 12340774, dated April 2, 2025.

2) This survey is limited to above ground visible improvements along and near the boundary lines, except as shown hereon, and that nothing below the ground was located including, but not limited to foundations (footings), utilities, etc.

3) Bearings shown hereon are based on the West boundary of the Southeast 1/4 of Section 26, Township 25 South, Range 16 East, Pasco County, Florida, having a Grid bearing of N.00°22'50"E. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida.

4) This survey is intended to be displayed at 1" = 100' or smaller.

5) All dimensions, unless otherwise noted, are survey dimensions.

6) Additions or Deletions to survey maps or reports by other than the signing party or parties is prohibited without the written consent of the signing party or parties.

7) The subject parcel lies in Flood Zone "X", according to Flood Insurance Rate Map, Map No. 12101C0193F for Hillsborough County, Community No. 120230, Pasco County, Florida, dated September 26, 2014 and issued by the Federal Emergency Management Agency. Lines shown have been digitally translated from DFIRM database information supplied by the FEMA Map Service Center (https://msc.fema.gov).

8) Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing hereon shall be construed to give any rights or benefits to anyone other than those certified to.

9) Parcels Tract "A", and "2A", shown hereon, are contiguous along their common boundaries without gaps, gores, hiatuses, or overlaps.

VERTICAL DATUM: **NAVD88**
Conversion from NAVD88 to NGVD29: **+0.85'**

PROJECT: LITTLE ROAD DRB (SHOPPING PLAZA)
PHASE: BOUNDARY & TOPOGRAPHIC SURVEY
DRAWN: LEY | DATE: 12/07/20 | CHECKED BY: MHC
P.CHIEF:PB&CH | FIELD BOOK:61-2020-Pages: 77-78
DATA FILE:NEXMETRO LITTLE ROSS-BTT(88)PB.txt

REVISIONS

DATE	DESCRIPTION	DRAWN BY
4/11/25	New Title	JMG

SURVEYOR'S CERTIFICATION

I DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS STATED IN RULES 5J-17.051, 5J-17.052, AND 5J-17-053, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Jack M. Greene
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6506

DATE OF LAST FIELD SURVEY: **March 31, 2025**

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

BOUNDARY SURVEY

PREPARED FOR
DRB GROUP
LOCATED IN
Section 26, Township 25 S., Range 16 E.
Pasco County, Florida

GeoPoint Surveying, Inc.
213 Hobbs Street
Tampa, Florida 33619
www.geopointsurvey.com
Phone: (813) 248-8888
Fax: (813) 248-2266
Licensed Business No.: LB 7768

SHEET NUMBER: **01** of **04**

FILE PATH: P:\NEXTMETRO (LITTLE RD.)\SURVEY\NEXTMETRO-LITTLE RD. TRACT -2A-BTT-SHT-1.DWG PLOTTED BY: JACK GREENE ON: 4/15/2025 12:19 PM LAST SAVED BY: JACKG ON: 4/15/2025 12:19 PM

EXHIBIT B

CONDITIONS OF APPROVAL

DRB LITTLE AND ROSS MPUD
MASTER PLANNED UNIT DEVELOPMENT
CONDITIONS OF APPROVAL
REZONING PETITION NO. RZ-7893

Master Development Plans

1. Development shall be in accordance with the plans included in this petition; the Land Development Code (LDC); and the Comprehensive Plan unless otherwise stipulated or modified herein. Development shall substantially conform to the conceptual plan attached as Exhibit "1" ("Binding Concept Plan"). The County Administrator or designee is hereby delegated authority to interpret and apply the Binding Concept Plan to the PDP/Construction Plans for each phase or parcel, provided the substantive intent and purpose of the Binding Concept Plan is achieved. So long as the PDP/Construction Plans are deemed in substantial conformance with the Binding Concept Plan, a non-substantial or a substantial modification is not required. However, if the PDP/Construction Plans materially deviate from the Binding Concept Plan, as determined by the County Administrator or designee, a substantial modification to this MPUD shall be required.

Environmental

2. If during construction activities any evidence of the presence of State or Federally protected plant and/or animal species is discovered, Pasco County Natural Resources Inspector and applicable agencies shall be notified within two working days of the plant and/or animal species found on the site. All work in the affected area shall come to an immediate stop until all pertinent permits have been obtained, agency written authorization to commence activities has been given, or unless compliance with state and federal guidelines can be demonstrated.

3. The applicant shall provide a 100% gopher tortoise burrow survey conducted according to FFWCC guidelines, the FFWCC gopher tortoise relocation permit and FFWCC accepted after action report prior to issuance of site development placard. If additional gopher tortoise burrows are discovered after submittal of the documents required by this condition, then an additional survey, relocation permit, and accepted after action report will be required prior to issuance of the site development placard, unless the applicant can demonstrate that the additional gopher tortoise burrows will be excluded in accordance with the FFWCC guidelines. If site construction does not commence within 90 days from the date of the most recent 100% gopher tortoise survey or capture activities, a new gopher tortoise burrow survey must be completed to ensure gopher tortoises have not moved in and, if found, a valid permit must be obtained, amended, or acted on to capture and relocate all tortoises prior to commencing any site clearing. A copy of the relocation permit and accepted after action report shall be provided.

4. If construction activities are to occur between January 1 to July 1, the applicant/applicable developer or parcel developer shall submit a breeding season survey for the Florida Sandhill Crane conducted in accordance with FFWCC survey guidelines. A report shall be provided to FFWCC and Pasco County for review and consideration of approval prior to

issuance of site development placard. If nests are found, appropriate avoidance and/or mitigation measures shall be completed in cooperation with the FFWCC and the County.

5. The upland buffer line shall be clearly field demarcated prior to any construction activities. No construction activities, including clearing, grading, or grubbing, shall occur within the Wetland Upland Buffer unless otherwise approved by the County and as depicted on the County-approved construction plans for the project.

6. The SWFWMD-approved wetland boundary survey shall be submitted with the Preliminary Site Plan or Preliminary Development Plan, whichever is submitted first. Any proposed wetland impacts depicted on the MPUD Plan are conceptual.

7. The wetland categories are conceptual and will be finalized at the time of the SWFWMD approval of the wetland jurisdictional lines. The SWFWMD-approved wetland boundary survey shall be submitted with the Preliminary Site Plan or Preliminary Development Plan, whichever is submitted first. Any proposed wetland impacts depicted on the MPUD Plan are conceptual.

8. A copy of the SWFWMD Environmental Resource Permit (ERP) shall be submitted to the Pasco County project record prior to issuance of site development placard.

Open Space/Buffering

9. The developer(s) shall create a mandatory homeowners'/property owners'/condominium owners'/merchants' association(s) in the form of a nonprofit corporation registered with the State of Florida, Secretary of State, and/or, if approved, by the BCC or State of Florida, a Community Development District(s) (CDD). The association(s) or District(s) shall encompass the entire boundaries of the MPUD except for any real property to be conveyed to the County or the District School Board of Pasco County (School Board). The developer(s) shall convey in fee simple to the association(s) or the CDD(s), for ownership and maintenance all open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, preservation/conservation areas, and other special purpose areas unless the said area(s) is/are required to be dedicated to another governmental entity. Recreation areas and neighborhood parks shall be conveyed to the association(s) as well, but only to the CDD(s) if such special power, pursuant to Section 190.012(2), Florida Statutes, is consented to by the County. All such conveyances shall be for a value that does not exceed the fair market value of the land. Prior to platting the first unit or phase, homeowners'/property owners'/condominium owners'/merchants' association(s) or CDD documents, including Articles of Incorporation with proof of being filed with the State of Florida, Secretary of State, restrictive covenants, and all exhibits shall be submitted to the Survey Department for review along with copies of instruments to be used to convey in fee simple the above-mentioned areas to the said association or the CDD. Impact fee credits for improvements or dedications shall go to the association or the CDD that funded such improvements as applicable.

10. Street Tree Planting and/or Front Yard Tree Planting:

    a) Each single-family detached lot shall have a minimum of two trees on or in front of the lot, one of which may be in the side or back yard and one of which must be in the front of the home but may be either a street tree (in front of the lot) or a lot

tree (in the lot front yard).

11. If the applicant/developer demonstrates to the satisfaction of the County Administrator or designee that a site cannot accommodate the total number of replacement trees required by the LDC as a result of insufficient planting area, the applicant/developer shall provide a monetary contribution to the Tree Mitigation Fund at the rate established by resolution of the Board of County Commissioners (BCC)(Resolution 08-284, as amended).

12. Unless an alternative standard is approved at Preliminary Development Plan review, which shall not require a modification to this MPUD approval, landscape buffers shall be constructed following the Land Development Code.

13. Except for those neighborhood park attributes depicted on the Binding Concept Plan, specific review and approval of the Land Development Code (LDC), Section 905.1, Neighborhood Parks, will be conducted at PDP(s) submittal. At the time of the PDP(s) submittal, a park plan shall be provided, which shall depict the location, acreage, dimension, type (mini park, neighborhood park, linear park, trails, etc.), and planned amenities of each neighborhood park area in compliance with current LDC 905.1.

Transportation/Circulation

14. Rezoning petition RZ-7893 was determined exempt from Timing and Phasing Analysis/Review since the zoning amendment would result in less trip generation than the existing zoning districts on the property. The lands within the DRB Little and Ross MPUD may be developed with up to 74 single-family detached units ("Approved Land Use") without any requirements for an additional timing and phasing analysis through the expiration date of the MPUD as set forth in Condition 61. Any development of land use(s) that generate(s) greater traffic impacts than the Approved Land Uses may require an updated Timing and Phasing Analysis utilizing a methodology approved by the County. The Planning Commission (PC), BCC, or County Administrator or designee, may impose additional conditions on the applicant or developer based on the updated County-approved Timing and Phasing Analysis. Compliance with the conditions of approval and payment of mobility fees and other generally applicable taxes and assessments, fully mitigates the external transportation impacts of the Approved Land Uses through the expiration date of the MPUD as set forth in Condition 61, except any required external site-access improvements which shall be the developer's sole obligation.

Access Management

15. The access points shown on the master plan are conceptual only. Permanent placement of each access point shall be determined at the time of review with the corresponding PDP and shall meet established access-management criteria. Based on the corresponding PDP, County Administrator, or designee, may impose access management conditions on the applicant/developer.

16. At each PDP approval, the County Engineer, or designee, may also require site- specific intersection improvements. Intersection improvements shall be in accordance with the LDC and Access Management Standards as amended.

17. Developer has provided a Substandard Road Application for Ross Lane. There are no substandard road impacts to Ross Lane from Little Road to the Project Access as depicted on the MPUD Master Plan from the Approved Land Uses that require mitigation by Developer. Developer shall not be responsible for any substandard road improvements to Ross Lane or any proportionate share payment for any substandard road improvements other than payment of mobility fees and the proportionate share payment for the signalization of Little and Ross intersection pursuant to Condition 18. below.

18. At the time of the first record plat, Applicant/Developer shall pay the County the total sum of $128,000 towards signalization intersection improvements at Little Road and Ross Lane which shall be constructed by the County, which shall not be mobility fee creditable.

19. Compliance with the conditions of approval, including the proportionate share payment per Condition 18 payment of mobility fees and payment of other generally applicable taxes and assessments, fully mitigates the external transportation impacts of the Approved Land Use through the expiration date of the MPUD as set forth in Condition 61.

Dedication of Right-of-Way

20. Connections and rights-of-way to adjoining properties shall be as depicted on the MPUD Master Plan. The exact locations will be determined during PDP review.

21. In the case of private streets, and any amenities within those rights-of-way such as paths, trails, sidewalks, and any other non-vehicular accessways, dedication and maintenance shall be the responsibility of the mandatory homeowners'/property owners'/condominium owners'/merchants' association(s) or an appropriate entity other than the County. Pasco County will not be responsible for the maintenance of any private streets or private access amenities.

22. Subject to LDC, Section 901.2.I. (Transportation-Corridor Management; Dedication-Rough Proportionality, the developer agrees to convey to County, at no cost, right-of-way for Ross Lane as depicted on the MPUD Master Plan.

23. To the extent that any of the conditions of this approval constitute monetary or property exactions that are subject to *Nollan v. California Coastal Comm'n*, 483 U.S. 825 (1987), and *Dolan v. City of Tigard*, 512 U.S 374 (1994), the applicant/owner, and successors and assigns (a), agrees that there is a nexus and rough proportionality between such conditions and the impacts of this project/development, and that such conditions are necessary to ensure compliance with the criteria of the LDC and Comprehensive Plan that are applicable to this approval, and (b) waives any claims based on such conditions. This agreement/waiver was entered into voluntarily, in good faith, for valuable consideration, and with an opportunity to consult legal counsel, but does not affect the applicant/owner's ability to seek variances, administrative remedies, or modifications of the conditions of this approval through applicable processes in the LDC, and does not affect the applicant/owner's ability to bring an action pursuant to Section 70.45, Florida Statutes.

Design/Construction Specifications

24. Prior to the final building inspection for the first residential unit within the project, the Developer shall construct the 8 ft. Wide Path to Interconnect to Commercial, the 8 ft. Wide Path Along the Western Frontage, the 6 ft. Wide Nature/Trail Path, and the 5 ft. Sidewalk Along Frontage, all as depicted on the MPUD Master Plan. These improvements shall not be mobility fee creditable.

25. Prior to the final building inspection for the first residential unit within the project, the Developer shall construct an off-site five (5) foot sidewalk within the existing northerly Ross Lane right of way as depicted on the MPUD Master Plan ("Off-Site Sidewalk Improvement") subject to: (1) the County having the necessary existing right of way/easements for the Off-Site Sidewalk Improvement; and (2) issuance of permit(s)/approvals from agencies having jurisdiction.

After taking into account any reasonable design or construction modifications permitted by the County Engineer, should it be determined by the County Engineer that there is not sufficient existing right of way/easements to accommodate the Off-Site Sidewalk Improvement or that other issues identified during permitting would prevent or prohibit the construction of the Off-Site Sidewalk Improvement or make the construction of the Off-Site Sidewalk Improvement unreasonable, the Developer shall have no further obligation to construct the Off-Site Sidewalk Improvement.

The design, permitting and construction of the Off-Site Sidewalk Improvement shall be eligible for bicycle/pedestrian mobility fee credits. The Developer shall submit to the County an engineer's certified cost estimate for the design, permitting and construction of the Off-Site Sidewalk Improvement, which shall be reviewed and approved by the County Engineer, or designee, to determine whether the estimated cost is comparable to the County's recent expenditures for similar sidewalk projects. Upon approval of the certified cost estimate by the County, the approved estimated amount shall constitute the amount of bicycle/pedestrian mobility fee credits to be awarded to the Developer upon completion of the Off-Site Sidewalk Improvement, regardless of the Developer's actual cost of design, permitting and construction. Because the amount of the mobility fee credits is capped at the approved certified cost estimate amount, there is no requirement for the Developer to enter into a development agreement or competitively bid the Off-Site Sidewalk Improvement in order to be entitled to mobility fee credits. However, the Developer will be required to obtain a right of way use permit from the County to construct the Off-Site Sidewalk Improvement in the County's right of way.

26. Approval of the DRB Little and Ross MPUD satisfies the County's collector and arterial design and spacing standards of the LDC, Section 901.1 (as to Transportation Corridor Spacing).

27. If, during construction activities, any evidence of historic resources including, but not limited to, human burial sites such as Indian mounds, lost historic and aboriginal cemeteries, or other unmarked burials or associated artifacts, original or historic pottery, prehistoric stone tools, bone or shell tools, historic trash pits, or historic building foundation, are discovered, work shall come to an immediate stop, and the Florida Department of Historic Resources (State Historic Preservation Officer) and Pasco County shall be notified within two working days of the resources found on the site. Additionally, should any human burial sites such as Indian mounds, lost historic and aboriginal cemeteries, or other unmarked burials or associated artifacts be found, then

the provisions and guidelines set forth in Chapter 872.05, FS (Florida's Unmarked Burial Law) are to be followed.

28. If the adjacent property to the east has an approved PDP or is built-out, then prior to PDP approval for the DRB Little and Ross MPUD development, the developer shall supply evidence that it has coordinated with the developer(s) and engineer(s)/surveyor(s) of the adjoining parcels to identify and provide the location of any required interconnecting roadway/bike ped access [such interconnecting roadways do not include the collector/arterial/vision roadways as depicted on the approved master plan]. The following information shall be shown on all PDPs and construction plans/construction site plans that include or abut the interconnecting roadway/bike ped access: location (by State plane coordinates), centerline, right-of-way width, cross section, elevation of centerline, grade, and centerline geometry (tangent bearing/curve geometry) to provide a seamless continuation of this road at property lines.

29. The developers shall comply with the County and Pasco County Public Transportation requirements to accommodate mass transit service to and within the project if service is available or planned at the time of preliminary plan/preliminary site plan approval. A detailed description of the overall transit accommodations plan shall include, but is not limited to, a proposed ingress and egress route for buses and bus stops proposed to service the project including, but not limited to, benches, shelters, lighting, pedestrian walkways, landscaping, and placement as required by the County or Pasco County Public Transportation. The developers shall submit the detailed description of the overall transit accommodations plan to PDE for review and approval prior to or concurrent with the PDP of the first unit or phase within the development. Approval of the detailed description of the overall transit-accommodations plan is subject to Pasco County Public Transportation review and approval in accordance with the Pasco County Public Transportation *Transit Infrastructure Guidelines* (June 2005), as may be amended from time to time, or any subsequent ordinance adopted by Pasco County. The developers shall include and show on any PDP submittal the approved transit-accommodation facilities, which shall be constructed with the infrastructure improvements of each affected preliminary plan/preliminary site plan unless an alternative phasing of transit- accommodation-facilities construction is approved with the overall transit- accommodations plan. The applicant/developers and their successors shall not refuse the Pasco County Public Transportation, or any other transit authority, or any of its users/patrons access to such facilities.

30. All sidewalks, bike paths, multi-use trails, and other non-vehicular pathways within the DRB Little and Ross MPUD shall not be the maintenance responsibility of the County. The sidewalk within the Ross Lane right-of-way shall be the maintenance responsibility of the County.

31. Street lighting is required throughout the MPUD pursuant to LDC section 901.11.

32. As provided in Chapter 190, Florida Statutes, and subject to the BCC's separate approval, the CDD(s) is hereby authorized to undertake the funding and construction of any of the projects, whether within or outside the boundaries of the CDD(s) that are

identified within this rezoning approval. Further, any obligations of the developer contained in this approval may be assigned to a CDD, homeowners'/property owners' association, or other entity approved by the County. However, such CDD shall not be authorized to levy assessments on any property either owned or to be owned by the County or School Board (Public Properties) that are located within the boundary of the CDD. All applicable documents pertaining to the undertaking of funding and construction by the CDD shall reflect the following:

a. Public Properties shall not be considered benefited properties and shall not be assessed by the CDD.

b. No debt or obligation of such CDD shall constitute a burden on any Public Property.

Utilities/Water Service/Wastewater Disposal

33. A Master Utility Plan for the entire development shall be submitted to the Utilities Services Department for review and approval prior to or concurrent with submittal of the first construction plan/construction site plan. This utility plan shall show, at a minimum, the following:

a. Trunk sewer lines and lift stations.

b. Main potable water lines and non-potable water lines, if applicable.

c. Sewage treatment facility locations, including discussion of the proposed method of treatment and the feasibility of a non-potable water system for irrigation.

d. Method of lighting for all nonlocal roads shall be submitted at the time of record plat submittal for each unit or phase.

e. A Master Utility Plan shall include *AutoCAD* and PDF electronic files and hydraulic analysis for the water, wastewater, and reclaimed water systems and shall be in conformance with the Utilities Services Plan guidelines implemented by the Utilities Services Department.

34. Prior to the first construction plan/construction site plan approval, the developer(s) and the County shall enter into a Utilities Service Agreement.

35. The developer(s) shall construct all water and wastewater facilities within the development to current County standards. A complete set of instructions may be obtained from the Utilities Services Department.

36. In consideration of Pasco County's agreement to provide potable water and/or reclaimed water to the subject property, the developer(s)/owner(s) and its successors and assigns, agree to the following:

a. In the event of production failure or shortfall by Tampa Bay Water (TBW), as set forth in Section 3.19 of the Interlocal Agreement creating TBW, and then only for so long as such a production failure or shortfall exists, the

developer(s)/ owner(s) shall transfer to the County any and all Water Use Permits or water-use rights the developer(s)/owner(s) may have to use or consume surface or ground water within the subject property, provided that the same are not needed to continue any existing agricultural uses on the subject property, in which case, such transfer shall not be required as long as such agricultural uses are active.

b. Prior to the developer(s)/owner(s) selling water, Water Use Permits, or water-use rights, the developer(s)/owner(s) shall notify Pasco County, and Pasco County shall have a right of first refusal to purchase such water, Water Use Permits, or water-use rights.

Stormwater

37. The applicant shall contact the SWFWMD Engineering & Watershed Management Section for the latest floodplain study information available for design.

38. At time of the first site development permit, the applicant shall comply with applicable County floodplain management requirements.

39. The developer acknowledges that the HOA and/or CDD documents shall include language to prevent the residential lots from filling below the 100-year floodplain and/or altering drainage patterns on residential lots without permitted approval from Pasco County and/or SWFWMD as applicable. The HOA and/or CDD documents shall be provided to Pasco County for review and approval at the time of plat review.

40. All passthrough drainage shall have an access and maintenance easement over it. This easement shall be to Pasco County granting the county the right, but not the obligation to access and maintain.

41. The applicant shall verify if the proposed project is within a Basin of Special Concern. If the project lies in or partially within a Basin of Special Concern, the applicant shall comply with Basin of Special Concern criteria requirements.

Land Use

42. Land Use maximums shall be in accordance with the following Permitted Uses and Development Limits Table as shown in Table 1 below.

Table 1
Permitted Use and Development Limits

Development Category	Totals
Single Family Detached (du)	74

43. The Dimensional/Development standards for the Permitted Use are as set forth on the MPUD Master Plan.

44. The single family residential units shall be platted.

45. The Architectural Design Standards are as follows:

a) Monotony Control:
Single-family detached houses shall be required to address the following requirements to avoid architectural monotony:

i. A proposed home shall have three different architectural features (as defined below) from the two houses on either side of it that face the same street.
ii. A proposed home shall differ in architectural features (as defined below) from the house(s) directly across the street (i.e., the house directly across the street, but not diagonal or those on either side of the house directly across the street).
iii. The rear of a proposed home shall differ in appearance (as set forth in section (b) (ii) below) from the houses directly adjacent to it when facing another road.

b) Architecture Features:
To establish a difference in architectural features between homes of the same model type facing a street or mews, a minimum of three (3) architectural features shall differ on all Single Family Detached houses.

i. These features shall include different: colors, materials (e.g., stucco, siding, brick, stone, etc.), elevations, arrangement of openings such as windows and doors, gables and eaves, dentils, cornices, trim, division of lights within windows, variation of building elevation (i.e., height, recessed planes etc.) porches, porticos, dormers, location of garage (left, right or rear), ornamental or decorative garage doors, ornaments such as medallions, shutters etc., and color or material of rooftops (e.g., shingles, tiles etc.). If different models of homes are adjacent to or across from each other, monotony is avoided.
ii. For the rear of homes that back-up to or face a street (i.e., local, collector, or arterial), the differing appearance shall be accomplished, at a minimum, by the reversal of floor plans or changes in material colors.
iii. No more than 20% of garages shall protrude more than 8 feet beyond the roof line of each single family detached unit and each such garage (protruding more than 8 feet beyond the roof line) shall contain decorative garage fronts.

c) The applicant/developer has committed to, and is hereby requiring, the foregoing architectural and monotony controls, notwithstanding any potential contrary requirements in Section 163.3202(5)(a), Florida Statutes. This condition shall be construed as a requirement imposed by the applicant/developer pursuant to Section 163.3202(5)(c), Florida Statutes, and not a requirement of the County, to the extent that Section 163.3202(5)(a), Florida Statutes, prevents the County from applying or enforcing architectural or monotony controls in this MPUD.

46. Architectural standards shall be in substantial compliance or a superior alternative to those

identified herein.

47. The development standards for any recreation center(s) shall be in accordance with the C-1 Neighborhood Commercial District.

48. The maximum density set forth above is not a vested right and is subject to reduction based on, or as a result of, applicable County ordinances and resolutions.

49. Parcels may be developed out of numerical sequence and in multiples as long as the parcels being developed do not rely upon infrastructure construction of future parcels.

50. The developer may utilize one model center per product type which can exceed the ten percent maximum allowed model center lots per the LDC.

51. Interim silvicultural and/or agricultural activities shall be permitted until the commencement of development for that portion of the proposed development. Seasonal temporary uses pursuant to Section 530.9 LDC may be allowed with subsequent approval, pursuant to the County's Miscellaneous Permit process for temporary events.

52. The total aggregate number of dwelling units for the DRB Little and Ross MPUD shall not exceed 74.

Procedures

53. The applicant/developer(s) agree that the applicant/developer and any successors or assigns are not eligible for the ad valorem tax exemption in Section 196.1978, Florida Statutes, and further agree the applicant/developer and any successors or assigns will not apply for such an exemption for any portion of the development authorized by this approval.

54. The applicant/developer shall ensure that the HOA or CDD required to be established under this MPUD incorporates the minimum tree and architectural requirements in conditions 10 and 45 as applicable, into the HOA covenants, conditions, and restrictions and shall ensure that the HOA is the primary enforcement entity for the tree requirements in such single family residential phase(s), as applicable, after the MPUD entitlements have received a final inspection or Certificate of Occupancy, and the only enforcement entity for the architectural requirements. If the County becomes aware of violations of Conditions 10 and 45 the County reserves the right to hold the developer (until the turnover to the HOA) and/or the HOA responsible for violations of the foregoing requirements. This condition shall not be construed as any attempt by the County to enforce architectural requirements in this MPUD; rather, the condition is intended to ensure that the developer and HOA honor their commitment to privately impose such requirements pursuant to Section 163.3202(5)(c), Florida Statutes.

55. The HOA or CDD required to be established under this MPUD shall include provisions for the management of on-street parking and obstruction of roadways, including without limitation covenants, conditions, and restrictions which require the HOA or CDD, as applicable, to be the primary enforcement entity for all current or future LDC or Code of Ordinance provisions related to on-street parking and obstruction of roadways, and which require the HOA or CDD, as applicable, to adopt and enforce specific regulations which

empower the HOA or CDD Board, as applicable, to adopt, enforce, and otherwise regulate on-street parking and obstruction of roadways within the subdivision, which regulations may be more restrictive than applicable LDC or Code of Ordinance provisions. Such regulations shall specifically include the authority for the HOA or CDD to tow vehicles that violate such regulations. Such HOA or CDD enforcement shall include, at a minimum, any obstruction of any roadway in the subdivision that causes interference with the efficient delivery of emergency or law enforcement services and/or vehicles at any time, whether or not emergency services have been requested. This condition, and the applicable HOA or CDD regulations, do not preclude the County from also enforcing applicable LDC or Code of Ordinance provisions relating to on-street parking or obstruction of roadways. In addition to the other requirements of this condition, the HOA or CDD required to be established under this MPUD shall include provisions which limit parking to one side of each street within the MPUD (in those areas where on-street parking is allowed at all pursuant to the LDC) so as to avoid the obstruction of on-site roadways.

56. Unless required elsewhere within the conditions of approval, all conveyances shall occur at record plat or the issuance of the first CO where a record plat is not required or within 90 days of the County's request, whichever occurs first. All conveyances shall include access easements, be in a form acceptable to the Real Estate Division and be free and clear of all liens and encumbrances, including exemption from all covenants and deed restrictions, unless otherwise agreed to by the County.

57. The developer(s) shall submit and obtain approval of a Substantial Modification to add uses not previously approved or to reduce open-space or preservation/conservation areas. A Substantial Modification is also required if there is a cumulative increase in density or intensity of ten percent or more in the number of average daily trips as defined by the Institute of Traffic Engineers and the Pasco County Access Management Team.

58. Unless otherwise approved by the Fire Marshal, or designee, the development shall be included into a Pasco County Municipal Fire Service Taxing Unit to provide fire protection. The developer(s) shall submit a petition for inclusion into the Pasco County Municipal Fire Service Taxing Unit at the time of record plat submission, or when no plat is required, prior to the issuance of the first Building Permit. In no case shall a Building Permit be issued until the Fire Marshal, or designee has received such a petition.

59. A PDP/PSP must be approved for an entire increment (bubble) prior to any phased construction plan/construction site plan approval. An increase in dwelling units within increments is allowed without modification to the master plan as long as there is a corresponding decrease and the total maximum number of entitlements is not increased as approved for the MPUD.

60. PDP/PSP submittals shall include a detailed breakdown of the individual plan approvals, including the plan name and increment or phase designation as it relates to the Master Development Plan, acreage of the site, or total number of units which have received PDP/PSP approval, construction plan/construction site plan approval, and/or record plat approval.

61. If a PSP for the entire MPUD is not submitted and approved within six years of this rezoning approval or from the last substantial modification, whichever is later (subject to any statutory or County-wide extensions issued subsequent to the approval of these revised conditions

of approval), the conditions of approval for those portions of the MPUD that do not have (unexpired) PSP approval shall expire. If the MPUD expires, a new MPUD must be applied for and approved by the BCC, and the conditions of approval shall be in accordance with the Comprehensive Plan and LDC in effect at that time.

62. An extension of the time limit for approval as identified above shall be processed as a substantial modification approved by the BCC.

63. This MPUD shall not be effective until the corresponding future land use of RES-6 (Residential-6 du/ga) amendment is adopted.

64. In addition to complying with the above conditions, no further plan approvals will be granted until such time as the acknowledgment portion of the **BCC approved document** is completed (including notarization) and received by the PDE after the BCC action.

65. All conditions of this MPUD approval are material to the BCC approval. Accordingly, the conditions are not severable. In the event any section, subsection, sentence, clause, or provision of these conditions or the rezoning resolution is challenged and declared illegal, invalid, or in violation of any statutory or constitutional requirement by a body with jurisdiction to make such determination, the remainder of the conditions and MPUD approval shall be suspended until such time that the BCC modifies the MPUD conditions of approval to address the illegal or invalid provision, provided that such suspension shall not exceed nine months in duration. However, such determination shall not affect the validity of 1) MPUD entitlements that have received plat, Building Permit, or CO approval; or 2) any MPUD mitigation committed to or performed as of the date the determination is made, unless such approvals or mitigation are specifically declared to be illegal, invalid, or unenforceable. Requests for BCC-approved modifications to the MPUD or the MPUD conditions of approval shall not be considered challenges and decisions by the BCC regarding any modification, or the like shall not have the effect of suspending the conditions and the MPUD approval under any circumstances.

OWNER/DEVELOPER ACKNOWLEDGMENT:

The owner/developer acknowledges that it has read, understood, and accepted the above-listed conditions of approval. **Do not sign this document until a final disposition from the BCC regarding this Petition has been received.**

_____ _____

Date Signature

_____

Print Name

_____

Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date), by _____ (name of corporation acknowledging) a _____ (State or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to

me or who has produced _____ identification) as identification.

Seal:

_____

NOTARY

EXHIBIT C

MASTER PLAN

NORTH

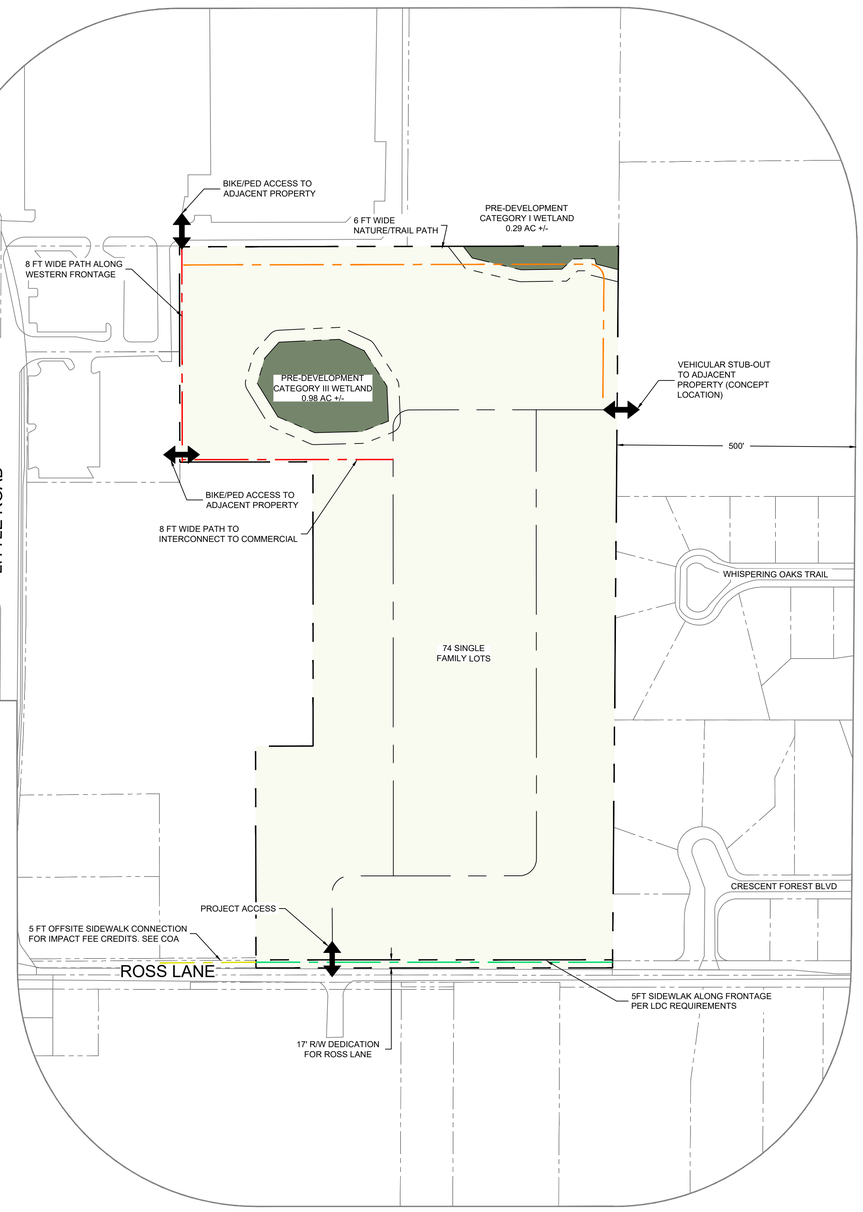
SCALE: 1"=150'

0' 75' 150' 300'

GRAPHIC SCALE
(IN FEET)

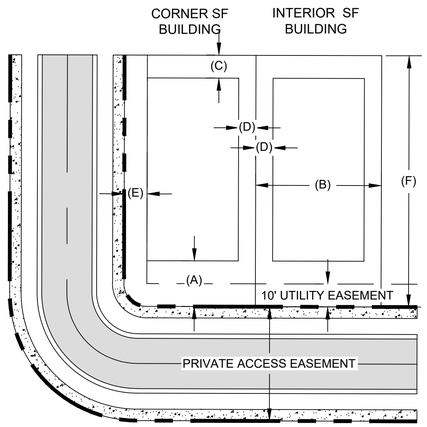
LEGEND

- LIMITS OF MPUD
- WETLAND AREA
- PROJECT ACCESS
- ADJACENT PARCELS



PROPERTY OWNER:	CIVIL ENGINEER:
CITRICO ALLIANCE LLC 27530 NW 193RD AVE HIGH SPRINGS, FL 32643	TAMPA CIVIL DESIGN 17937 HUNTING BOW CIR. S-102 LUTZ, FL 33558 (813) 920-2005 CONTACT: JEREMY COUCH, P.E. JCOUCH@TAMPACIVIL.COM ASHLEY HARRIS ASHLEY@TAMPACIVIL.COM DANIEL YSAGUIRRE DANIEL@TAMPACIVIL.COM
TRANSPORTATION ENGINEER: LINCKS & ASSOCIATES, INC 5023 W LAUREL ST TAMPA, FLORIDA 33607 813-289-9039 CONTACT: STEVE J HENRY, P.E. SHENRY@LINKS.COM	ATTORNEY: BARBARA L. WILHITE, ESQUIRE BARBARA L. WILHITE, P.A. 6327 GRAND BLVD NEW PORT RICHEY, FLORIDA 34652 942-0733 BARBARA@WILHITELAW.NET

DRB LITTLE AND ROSS MPUD DIMENSIONAL STANDARDS



MINIMUM SINGLE FAMILY LOT STANDARDS AND SETBACKS

(A)	(B)	(C)	(D)	(E)	(F)	MAX HEIGHT	MIN LOT AREA	LOT COVERAGE (MAX.) PRINCIPAL & ACCESSORY
23'	60'	10'	5'	10'	100'	2 STORIES/ 35'	6,000 SF	80%

NOTES:

1. SIDE SETBACKS MAY BE REDUCED TO NO LESS THAN 5' IN COMPLIANCE WITH LDC 902.0.K.2.b. FENCES MAY BE PERMITTED BUT MAY NOT IMPEDE POSITVE DRAINAGE FLOW AND ACCESS TO DRAINAGE FACILITY WITHIN THE SETBACK AND/OR DRAINAGE EASEMENT.

PROJECT INFORMATION

PROPERTY OWNER:	CITRICO ALLIANCE LLC 27530 NW 193RD AVE HIGH SPRINGS, FL 32643
LOCATION:	8078 LITTLE RD NEW PORT RICHEY, FL 34654

EXISTING PARCEL DATA:

PARCEL ID:	26-25-16-0000-00400-0000
GROSS AREA	26.20 AC +/-
PRE-DEVELOPMENT CAT III WETLANDS	00.98 AC +/-
PRE-DEVELOPMENT CAT I WETLANDS	00.29 AC +/-
UPLAND AREA	24.93 AC +/-
EXISTING ZONING:	AC / C-2
EXISTING FLU:	RES-9 / COM

PROPOSED PARCEL DATA:

PROPOSED ZONING:	MPUD
PROPOSED FLU:	RES-6
ALLOWABLE USES:	SINGLE FAMILY DETATCHED

DEVELOPMENT STANDARDS:

SINGLE FAMILY DETACHED

MIN. FRONT YARD SETBACK:	23'
MIN. REAR YARD SETBACK:	10'
MIN. SIDE YARD SETBACK:	5'
MIN. CORNER YARD SETBACK:	10'
MIN. LOT WIDTH	60'
MIN. LOT AREA:	6,000 SF (60x100)
MAX. HEIGHT:	35' / 2 STORIES
MAX. LOT COVERAGE (PRINCIPAL & ACCESSORY):	80%

DENSITY/INTENSITY CALCULATIONS:

1. PROPOSED FLU: RES-6
2. DENSITY CALCULATIONS PER COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT EXHIBIT 2A-1
   - 2.1. TOTAL RESIDENTIAL ACREAGE - WETLAND AREA = DEVELOPABLE RESIDENTIAL ACREAGE
     - 2.1.1. 26.20 AC - 1.27 AC = 24.93 AC DEVELOPABLE RESIDENTIAL ACREAGE
   - 2.2. CATEGORY I WETLANDS * 0.25 = DENSITY INCENTIVE
     - 2.2.1. 0.29 AC * 0.25 = 0.07 DENSITY INCENTIVE
   - 2.3. CATEGORY III WETLANDS * 0.10 = DENSITY INCENTIVE
     - 2.3.1. 0.98 AC * 0.10 = 0.1 DENSITY INCENTIVE
   - 2.4. ALLOWABLE UNITS WITH 9 DU/GA REQUIREMENT
     - 2.4.1. (24.93 + 0.07 + 0.10) * 6 DU/GA = 150 UNITS ALLOWED WITH RES-6
3. PROPOSED 74 UNITS ≤ 150 UNITS ALLOWABLE

GENERAL NOTES:

1. ALL ACCESS POINT LOCATIONS, TYPES OF ACCESS POINTS AND SPACING OF ACCESS POINTS SHOWN ON THE MASTER PLAN ARE APPROVED CONCURRENTLY. ANY MODIFICATIONS TO SAME THAT COMPLY WITH LAND DEVELOPMENT CODE (LDC) REGULATIONS SHALL BE REVIEWED AND APPROVED BY THE COUNTY ADMINISTRATOR OR DESIGNEE. ANY MODIFICATIONS TO THE APPROVED ACCESS MANAGEMENT PLAN THAT VARY FROM LDC REGULATIONS SHALL BE REVIEWED AND APPROVED IN ACCORDANCE WITH THE LDC. ANY MODIFICATIONS SHALL NOT REQUIRE AN AMENDMENT TO THE MASTER PLAN.
2. THERE ARE NO CRITICAL LINKAGES WITHIN THE SITE
3. THERE ARE NO WELLHEAD PROTECTION AREAS OR SPECIAL PROTECTION AREAS LOCATED WITHIN THE PROPOSED DEVELOPMENT OR WITHIN 1,000 FEET OF THE PROPOSED DEVELOPMENT.
4. THE TIMING OF DEVELOPMENT. THE TIMING OF DEVELOPMENT FOR ANY PHASE OF THE PROJECT WILL BE ESTABLISHED BY THE DEVELOPER IN RESPONSE TO MARKET CONDITIONS.
5. POTABLE WATER, RECLAIMED WATER, SANITARY SEWER, AND FIRE SERVICE TO BE PROVIDED BY PASCO COUNTY UTILITIES. ELECTRICAL SERVICE TO BE PROVIDED BY WITHLACOOCHEE RIVER COOP INC.
6. UNLESS AN ALTERNATIVE STANDARD IS APPROVED AT THE TIME OF PRELIMINARY DEVELOPMENT PLAN, LANDSCAPE BUFFER WILL BE IN COMPLIANCE WITH THE LAND DEVELOPMENT CODE UNLESS OTHERWISE SPECIFIED ON THE MPUD.
7. UNLESS AN ALTERNATIVE STANDARD IS APPROVED AT THE TIME OF PRELIMINARY DEVELOPMENT PLAN, OPEN SPACE AND PARKS WITHIN THE DEVELOPMENT WILL COMPLY WITH THE LAND DEVELOPMENT CODE. OPEN SPACE AND PARK LOCATIONS/SIZES SHALL BE DETERMINED DURING PDP/PSP
8. ALL COMMON AREAS AND FACILITIES SHALL BE MAINTAINED BY A PROPERTY OWNER'S ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, OR MANAGEMENT COMPANY.
9. TRANSPORTATION NETWORK AND ACCESS POINTS: ONE (1) PRIMARY ACCESS POINT TO ROSS LANE AND (1) PEDESTRIAN ACCESS ON THE WESTERN BOUNDARY OF THE PROPERTY.
10. THE WETLAND CATEGORIES SHOWN ARE CONCEPTUAL AND WILL BE FINALIZED BY PASCO COUNTY NATURAL RESOURCES UPON RECEIPT OF SWFWMD APPROVED JURISDICTIONAL LINES.

LEGAL DESCRIPTION:

DESCRIPTION: TRACT 48, AND PART OF TRACTS 40, 45, AND 47, PORT RICHEY LAND COMPANY, ACCORDING TO PLAT BOOK 1, PAGE 61, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 25 SOUTH, RANGE 16 EAST, PASCO COUNTY; FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 OF SAID SECTION 26, RUN THENCE ALONG THE SOUTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 26, S.89°59'06"E., A DISTANCE OF 579.74 FEET; THENCE N.00°00'54"E., A DISTANCE OF 15.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ROSS LANE, AFORESAID PLAT OF PORT RICHEY LAND COMPANY, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE EASTERLY BOUNDARY OF TRACT "A", AS DESCRIBED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED IN OFFICIAL RECORDS BOOK 4042, PAGE 1222 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY BOUNDARY OF TRACT "A", AND ITS SOUTHERLY AND NORTHERLY EXTENSIONS, THE FOLLOWING THREE COURSES: 1) N.00°05'52"W., A DISTANCE OF 464.77 FEET; 2) N.89°54'08"E., A DISTANCE OF 120.57 FEET; 3) N.00°02'24"W., A DISTANCE OF 691.63 FEET; THENCE S.89°58'11"W., A DISTANCE OF 278.99 FEET TO THE EAST BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9283, PAGE 2668 AND EAST BOUNDARY OF LANDS DESCRIBED IN 9200, PAGE 1639, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID EAST BOUNDARY, N.00°05'53"W., A DISTANCE OF 451.22 FEET TO THE SOUTH BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4042, PAGE 1211, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH BOUNDARY AND THE EASTERLY EXTENSION THEREOF, THENCE N.89°54'12"E., A DISTANCE OF 920.34 TO THE EAST BOUNDARY OF TRACT 40; THENCE ALONG SAID EAST BOUNDARY, S.00°30'55"W., A DISTANCE OF 190.70 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SOUTHEAST 1/4 OF AFORESAID SECTION 26; THENCE ALONG THE EAST BOUNDARY OF TRACTS 45 AND 48, S.00°28'22"W., A DISTANCE OF 1322.87 FEET TO AFORESAID NORTH RIGHT OF WAY LINE OF ROSS LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SAID LINE LYING 15.00 FEET NORTH OF AND PARALLEL WITH AFORESAID SOUTH BOUNDARY OF THE SOUTHEAST 1/4 OF SECTION 26, N.89°59'06"W., A DISTANCE OF 747.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.197 ACRES, MORE OR LESS.

TAMPA CIVIL DESIGN
17937 HUNTING BOW CIR. S-102
LUTZ, FL 33558
(813) 920-2005 PHONE
(813) 482-9128 FAX
WWW.TAMPACIVIL.COM
COA: 28971

PROJECT: 699

DRB LITTLE AND ROSS MPUD
26-25-16-0000-00400-0000
8078 LITTLE RD
NEW PORT RICHEY, FL 34654

CLIENT:

DRB HOMES

REVISION	DATE
MPUD PLAN	2025-05-29
MPUD PLAN REVISIONS	2025-09-15

DES. ## DRFT. ##



Jeremy Couch, P.E
State of Florida, Professional Engineer, License No: 70658

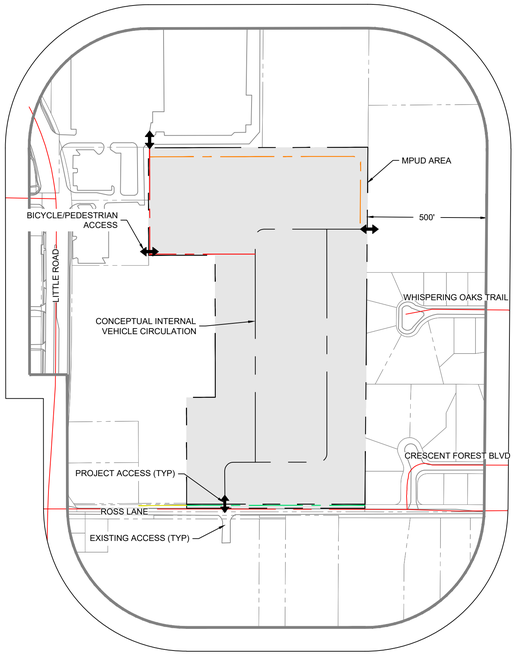
This item has been digitally signed and sealed by Jeremy Couch on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

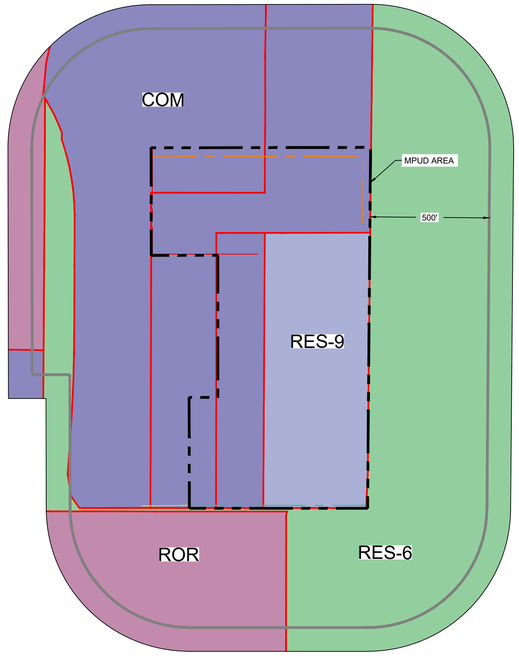
MPUD MASTER PLAN

SHEET NO:
MPUD-1

GENERAL MOBILITY PLAN
N.T.S



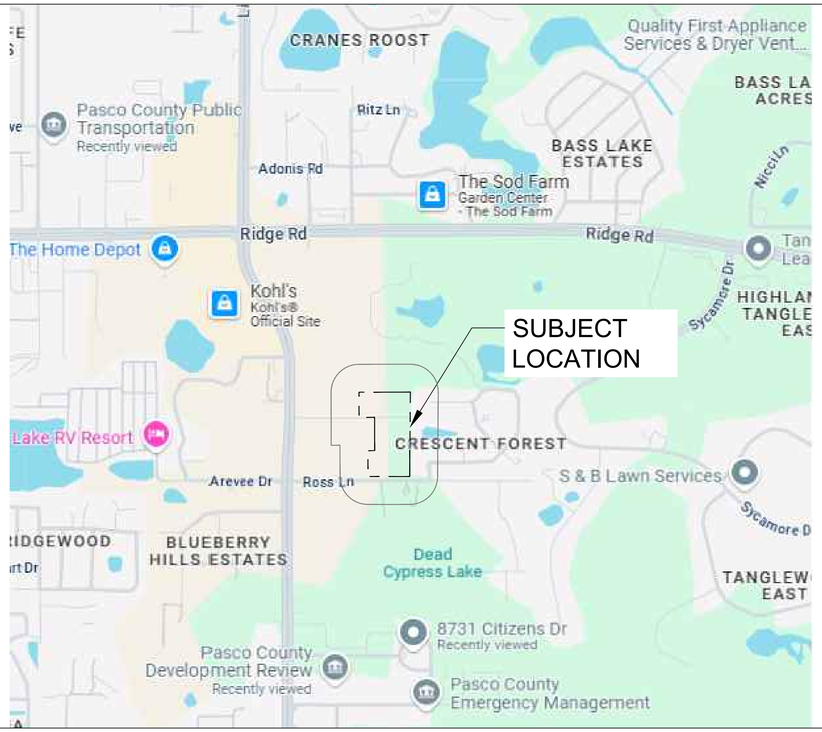
EXISTING FLU MAP
N.T.S



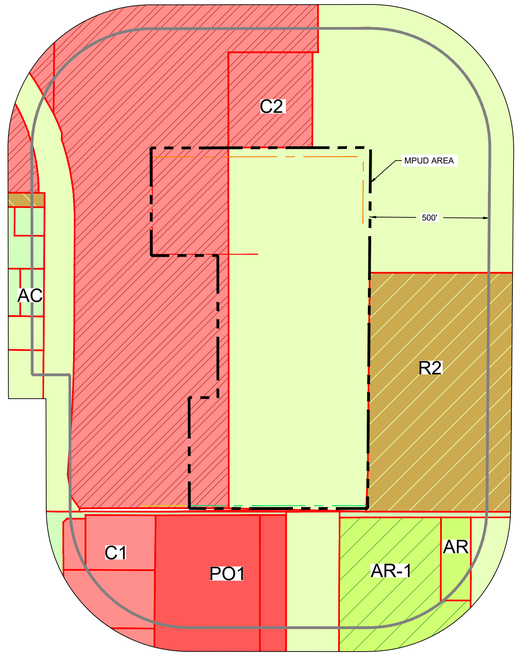
KEY:

- RES-1 RESIDENTIAL-1 DU/GA
- RES-3 RESIDENTIAL-3 DU/GA
- RES-6 RESIDENTIAL-6 DU/GA
- RES-9 RESIDENTIAL-9 DU/GA
- ROR - RETAIL/OFFICE/RESIDENTIAL
- IL - INDUSTRIAL-LIGHT

LOCATION MAP
N.T.S



EXISTING ZONING MAP
N.T.S



KEY:

- AR - AGRICULTURAL-RESIDENTIAL
- AC - AGRICULTURAL
- PO1 - PROFESSIONAL OFFICE
- AR1 - AGRICULTURAL-RESIDENTIAL
- C1 - NEIGHBORHOOD COMMERCIAL
- C2 - GENERAL COMMERCIAL
- R2 - LOW DENSITY RESIDENTIAL

TAMPA CIVIL DESIGN
17937 HUNTING BOW CIR. S-102
LUTZ, FL 33558
(813) 920-2005 PHONE
(813) 482-9128 FAX
WWW.TAMPACIVIL.COM
COA: 28971

PROJECT: 699

DRB LITTLE AND ROSS MPUD
26-25-16-0000-00400-0000
8078 LITTLE RD
NEW PORT RICHEY, FL 34654

CLIENT:

REVISION	DATE
MPUD PLAN	2025-05-29
MPUD PLAN REVISIONS	2025-09-15

DES. ## DRFT. ##

JEREMY COUCH LICENSE No 70658 STATE OF FLORIDA PROFESSIONAL ENGINEER

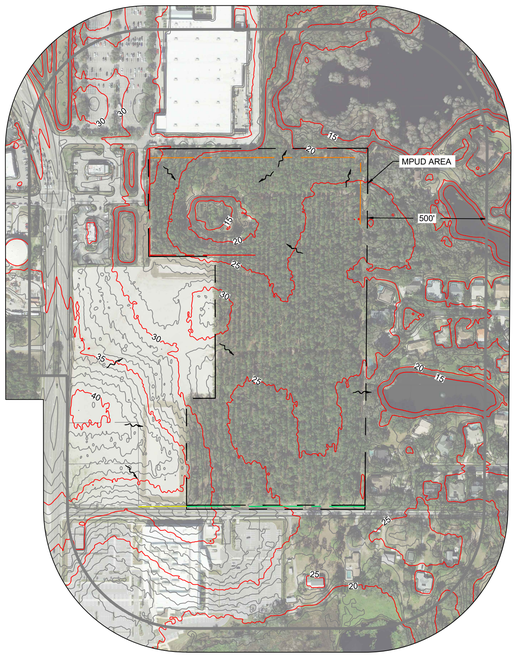
Jeremy Couch, P.E
State of Florida, Professional Engineer, License No. 70658
This item has been digitally signed and sealed by Jeremy Couch on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

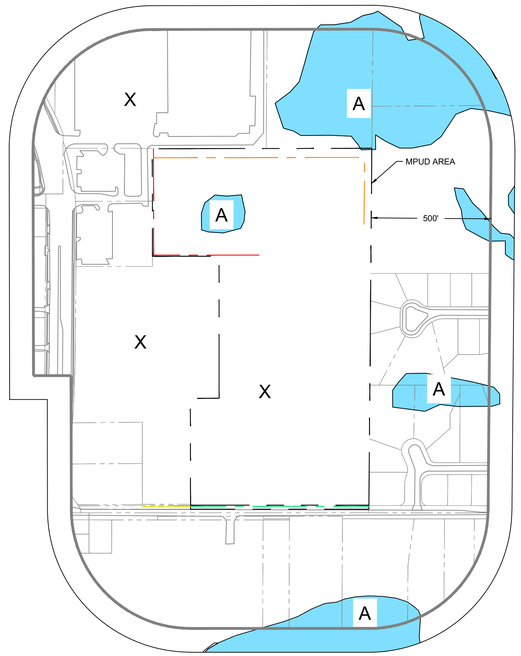
MPUD PLAN

SHEET NO:
MPUD-2

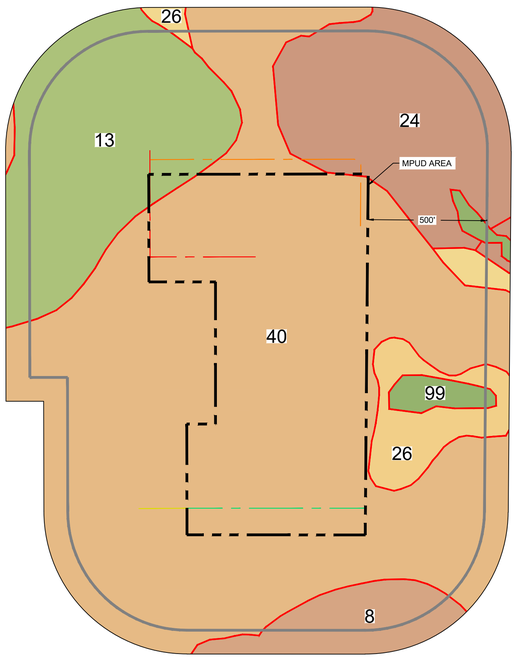
TOPO / EXISTING DRAINAGE / AERIAL EXHIBIT
N.T.S



FEMA FLOOD ZONE EXHIBIT
N.T.S



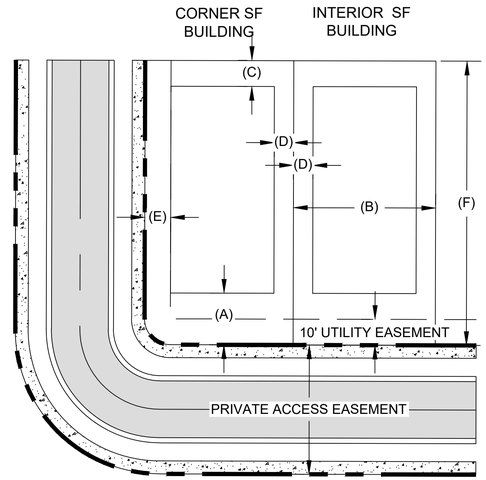
SOILS MAP
N.T.S



KEY:

- 6 - TAVARES SAND
- 8 - SELLERS MUCKY LOAMY FINE SAND
- 11 - ADAMSVILLE FINE SAND
- 13 - CANDLER FINE SAND
- 24 - QUARTZIPSAMMENTS
- 26 - ARCOOSSEE FINE SAND
- 40 - PAISLEY FINE SAND
- 99 - WATER

DRB LITTLE AND ROSS MPUD DIMENSIONAL STANDARDS



MINIMUM SINGLE FAMILY LOT STANDARDS AND SETBACKS

(A)	(B)	(C)	(D)	(E)	(F)	MAX HEIGHT	MIN LOT AREA	LOT COVERAGE (MAX.) PRINCIPAL & ACCESSORY
23'	60'	10'	5'	10'	100'	2 STORIES/ 35'	6,000 SF	80%

NOTES:

1. SIDE SETBACKS MAY BE REDUCED TO NO LESS THAN 5' IN COMPLIANCE WITH LDC 902.0.K.2.b. FENCES MAY BE PERMITTED BUT MAY NOT IMPEDE POSITVE DRAINAGE FLOW AND ACCESS TO DRAINAGE FACILITY WITHIN THE SETBACK AND/OR DRAINAGE EASEMENT.

TAMPA CIVIL DESIGN
17937 HUNTING BOW CIR. S-102
LUTZ, FL 33558
(813) 920-2005 PHONE
(813) 482-9128 FAX
WWW.TAMPACIVIL.COM
COA: 28971

PROJECT: 699

DRB LITTLE AND ROSS MPUD
26-25-16-0000-00400-0000
8078 LITTLE RD
NEW PORT RICHEY, FL 34654

CLIENT:

DRB HOMES

REVISION	DATE
MPUD PLAN	2025-05-29
MPUD PLAN REVISIONS	2025-09-15

DES. ## DRFT. ##

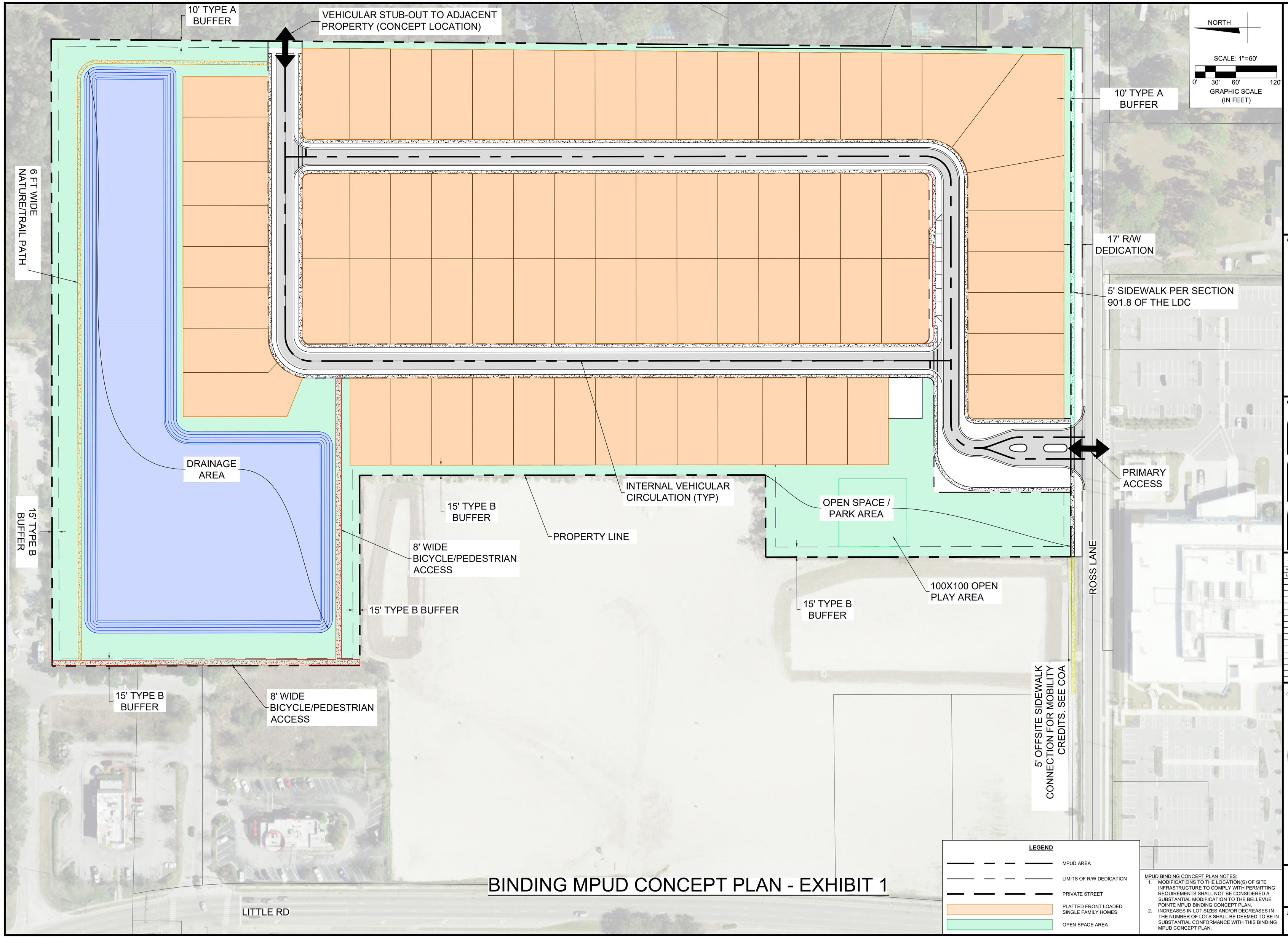
JEREMY COUCH LICENSE No 70658 STATE OF FLORIDA PROFESSIONAL ENGINEER

Jeremy Couch, P.E
State of Florida, Professional Engineer, License No: 70658
This item has been digitally signed and sealed by Jeremy Couch on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

MPUD PLAN

SHEET NO:
MPUD-3



BINDING MPUD CONCEPT PLAN - EXHIBIT 1

MPUD BINDING NOTES:
1. MODIFICATIONS TO THE LOCATION(S) OF SITE INFRASTRUCTURE TO COMPLY WITH PERMITTING REQUIREMENTS SHALL NOT BE CONSIDERED A SUBSTANTIAL MODIFICATION TO THE BELLEVUE POINTE MPUD BINDING CONCEPT PLAN.
2. INCREASES IN LOT SIZES AND/OR DECREASES IN THE NUMBER OF LOTS SHALL BE DEEMED TO BE IN SUBSTANTIAL CONFORMANCE WITH THIS BINDING MPUD CONCEPT PLAN.

TAMPA CIVIL DESIGN
17937 HUNTING BOW CIR. S-102
LUTZ, FL 33558
(813) 920-2005 PHONE
(813) 482-9128 FAX
WWW.TAMPACIVIL.COM
COA: 28971

PROJECT: 699

DRB LITTLE AND ROSS MPUD
26-25-16-0000-00400-0000
8078 LITTLE RD
NEW PORT RICHEY, FL 34654

CLIENT:

DRB HOMES

REVISION	DATE
MPUD PLAN	2025-05-29
MPUD PLAN REVISIONS	2025-09-15

DES. ## DRFT. ##

JEREMY COUCH LICENSE No 70658 STATE OF FLORIDA PROFESSIONAL ENGINEER

Jeremy Couch, P.E
State of Florida, Professional Engineer, License No: 70658

This item has been digitally signed and sealed by Jeremy Couch on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

MPUD BINDING CONCEPT PLAN

SHEET NO:
MPUD-4

CONNECTIVITY EXHIBIT



SHEET NO:
MPUD-4

MPUD BINDING CONCEPT PLAN

Jeremy Couch, P.E.
State of Florida, Professional Engineer,
License No: 70658

This item has been digitally signed and sealed by Jeremy Couch on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

JEREMY COUCH LICENSE No 70658 STATE OF FLORIDA PROFESSIONAL ENGINEER

DES. ## DRFT. ##

REVISION	DATE
MPUD PLAN	2025-05-29
MPUD PLAN REVISIONS	2025-09-15

CLIENT:
DRB HOMES

PROJECT: 699
DRB LITTLE AND ROSS MPUD
26-25-16-0000-00400-0000
8078 LITTLE RD
NEW PORT RICHEY, FL 34654

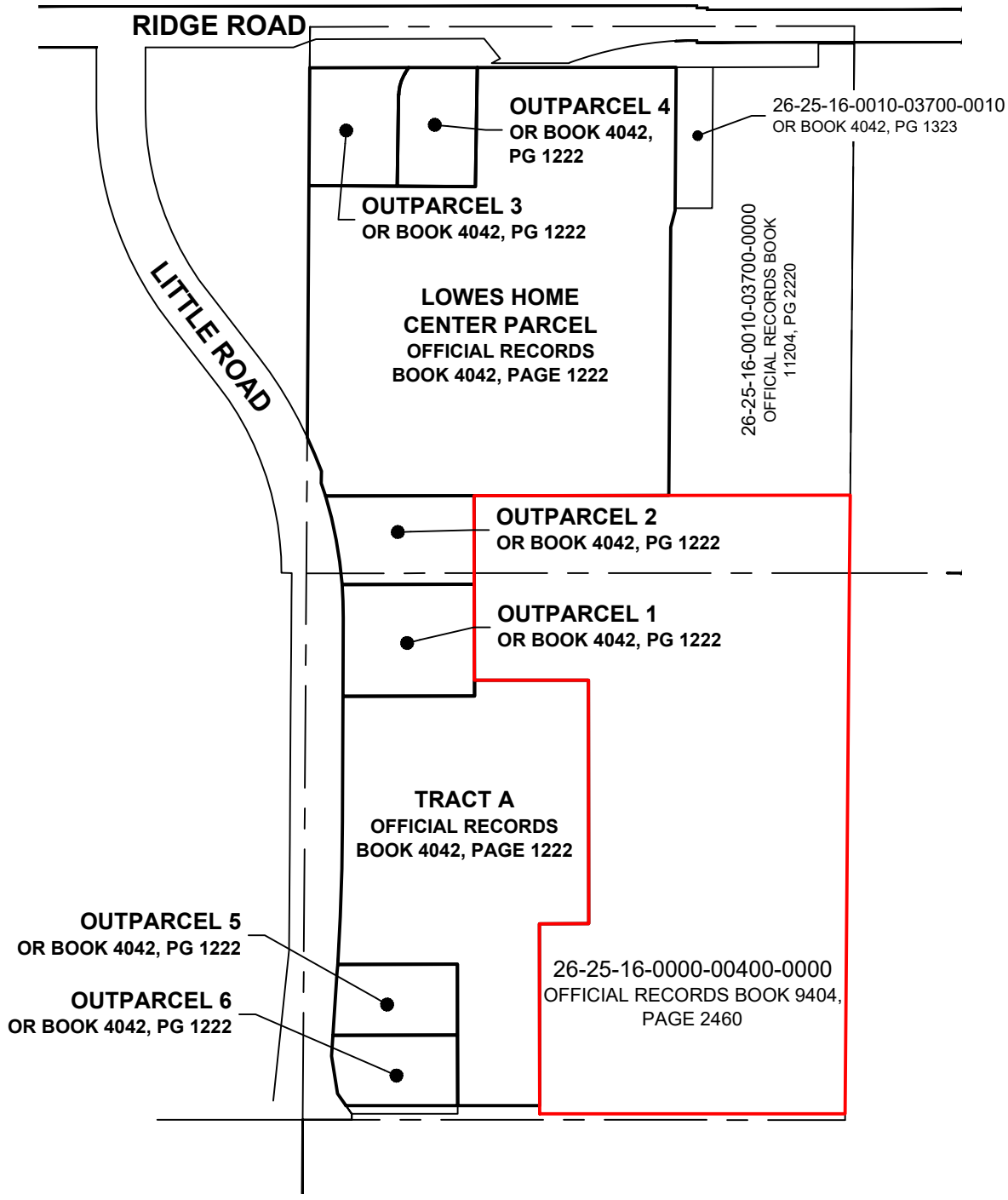
TAMPA CIVIL DESIGN
17937 HUNTING BOW CIR. S-102
LUTZ, FL 33558
(813) 920-2005 PHONE
(813) 482-9128 FAX
WWW.TAMPACIVIL.COM
COA: 28971

EXHIBIT ONLY

SECTION 26, TOWNSHIP 25 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA

THIS EXHIBIT IS FOR INFORMATIONAL PURPOSES ONLY

NORTH
1" = 400'



NOTE:

ALL RECORDING REFERENCES SHALL PERTAIN TO THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, UNLESS NOTED OTHERWISE.

TAMPA CIVIL DESIGN, L.L.C.

ENGINEERING - SURVEYING - DESIGN

17937 HUNTING BOW CIR, S-102

LUTZ, FL 33558

(813) 920-2005 PHONE

CERTIFICATE OF AUTHORIZATION NUMBER LB8323

WILLIAMS PARKER
ATTORNEYS AT LAW • ESTABLISHED 1925

Nicole F. Cromie
Attorney at Law
ncromie@williamsparker.com
T: (941) 552-2564
F: (941) 366-3906

December 22, 2025

Attn: Rebecca Jusovic
DRB Group Florida, LLC
5426 Bay Center Drive, Suite 575
Tampa, FL 33609

Re: BELLEVUE

Dear Ms. Jusovic:

Please be advised that, as of December 10, 2025, in our opinion, the fee simple marketable title of those lands described in Exhibit "A" attached hereto (the "Property") is vested in:

CITRICO ALLIANCE, LLC, a Florida limited liability company;

and that certain Declaration of Covenants, Conditions, and Restrictions recorded in Official Records Book 4042, Page 1222, Public Records of Pasco County, Florida ("Declaration"), does not benefit or otherwise affect the Property. The Property does not constitute any part of the real property described in the Declaration.

Very truly yours,

Nicole F. Cromie

Nicole F. Cromie
For the Firm

EXHIBIT "A"

Tract 48, and part of Tracts 40, 45, and 47, PORT RICHEY LAND COMPANY, according to Plat Book 1, Page 61, of the Public Records of Pasco County, Florida, lying in Section 26, Township 25 South, Range 16 East, Pasco County, Florida, and being more particularly described as follows:

COMMENCE at the South 1/4 of said Section 26, run thence along the South boundary of the Southeast 1/4 of said Section 26, S.89°59'06"E., a distance of 579.74 feet; thence N.00°00'54"E., a distance of 15.00 feet to a point on the North right of way line of Ross Lane, aforesaid plat of PORT RICHEY LAND COMPANY, said point also being the POINT OF BEGINNING; thence along the Easterly boundary of Tract "A", as described in that certain Declaration of Covenants, Conditions and Restrictions, recorded in Official Records Book 4042, Page 1222, of the Public Records of Pasco County, Florida; thence along said Easterly boundary of Tract "A", and its Southerly and Northerly extensions, the following three courses: 1) N.00°05'52"W., a distance of 464.77 feet; 2) N.89°54'08"E., a distance of 120.57 feet; 3) N.00°02'24"W., a distance of 595.72 feet; thence S.89°58'11"W., a distance of 278.99 feet to the East boundary of lands described in Official Records Book 9283, Page 2668 and East boundary of lands described in Official Records Book 9200, Page 1639, of the Public Records of Pasco County, Florida; thence along said East boundary, N.00°05'53"W., a distance of 451.22 feet to the South boundary of lands described in Official Records Book 4042, Page 1211, of the Public Records of Pasco County, Florida; thence along said South boundary and the South extension thereof, thence N.89°54'12"E., a distance of 920.34 feet to the East boundary of Tract 40; thence along said East boundary, S.00°30'55"W., a distance of 190.70 feet to the Northeast corner of the Southwest 1/4 of the Southeast 1/4 of aforesaid Section 26; thence along the East boundary of Tracts 45 and 48, S.00°28'22"W., a distance of 1322.87 feet to aforesaid North right of way line of Ross Lane; thence along said North right of way line, said line lying 15.00 feet North of and parallel with aforesaid South boundary of the Southeast 1/4 of Section 26, N.89°59'06"W., a distance of 747.31 feet to the POINT OF BEGINNING.

EX PARTE SIGN-IN/DISCLOSURE FORM

***THIS FORM MUST BE COMPLETED PRIOR TO OR DURING ANY MEETING OR DISCUSSION WITH A MEMBER OF THE BOARD OF COUNTY COMMISSIONERS OR PLANNING COMMISSION ("LOCAL PUBLIC OFFICIAL") RELATING TO ANY QUASI-JUDICIAL MATTER THAT MAY BE CONSIDERED BY SUCH BODIES, INCLUDING REZONINGS, ZONING AMENDMENTS, VARIANCES, ALTERNATIVE STANDARDS, CONDITIONAL USES, AND SPECIAL EXCEPTIONS.**

FAILURE TO COMPLETE THIS FORM, OR SUPPLY CORRECT INFORMATION, MAY RESULT IN THE LOCAL PUBLIC OFFICIAL'S REFUSAL TO CONDUCT THE MEETING OR DISCUSSION, OR FUTURE MEETINGS OR DISCUSSIONS.

Name of Local Public Official Attending Meeting/Discussion: Commissioner Mariano

Date of Meeting/Discussion: 11/17/2025 Location of Meeting/Discussion: West Pasco Government Center New Port Richey

Parties Attending Meeting/Discussion (additional parties provide information on back of this form):

Name	Phone Number	Organization/Client	Area of Expertise (if applicable)
Barbara L. Wilhite	727-942-0733	Barbara@wilhitelaw.net	Land Use Attorney
Eric Rakipi		erakipi@drbgroup.com	Developer
Rebecca Jusovic		rjusovic@drbgroup.com	Developer
Jeremy Couch		jcouch@tampacivil.com	Engineer
Kayla Harrell		kayla@tampacivil.com	Engineer

Application/Matter Being Discussed (include name and public hearing date, if known):
DRB Little and Ross RZ-7893 / CPAS25-11

County Staff Contact Person For Application: Kurt Siverson and Jenny De Granda

Specific Topics/Issues Being Discussed. Check all that apply:

x	Traffic/access/transportation mitigation		Noise/odor
	Environmental/wetlands	x	Aesthetics/landscaping
x	Compatibility of uses		Legal
x	Density/intensity		Schools
	Economic		Parks
	Utilities		Libraries
x	Drainage/stormwater		Fire/EMS/police/public safety
	Other:		Other:

Any written materials, diagrams, plans, or pictures presented to the Local Public Official will be (must check at least one):

	Provided in the same form to County Staff prior to the public hearing for inclusion in the record of the public hearing.
	Provided to the Local Public Official and attached to this disclosure form for inclusion in the record of the public hearing.
x	Presented in the same form at the public hearing.
	Written materials, diagrams, plans or pictures will not be presented to the Local Public Official.

---

*Note to Local Public Official or Administrative Staff of Local Public Official—Please provide a copy of completed disclosure forms (and any attachments) to the County Staff Contact Person identified above and the Zoning Administrator prior to the public hearing **or** provide the disclosure form (and any attachments) at the commencement of the public hearing for the application identified above.

EX PARTE SIGN-IN/DISCLOSURE FORM

***THIS FORM MUST BE COMPLETED PRIOR TO OR DURING ANY MEETING OR DISCUSSION WITH A MEMBER OF THE BOARD OF COUNTY COMMISSIONERS OR PLANNING COMMISSION ("LOCAL PUBLIC OFFICIAL") RELATING TO ANY QUASI-JUDICIAL MATTER THAT MAY BE CONSIDERED BY SUCH BODIES, INCLUDING REZONINGS, ZONING AMENDMENTS, VARIANCES, ALTERNATIVE STANDARDS, CONDITIONAL USES, AND SPECIAL EXCEPTIONS.**

FAILURE TO COMPLETE THIS FORM, OR SUPPLY CORRECT INFORMATION, MAY RESULT IN THE LOCAL PUBLIC OFFICIAL'S REFUSAL TO CONDUCT THE MEETING OR DISCUSSION, OR FUTURE MEETINGS OR DISCUSSIONS.

Name of Local Public Official Attending Meeting/Discussion: Commissioner Oakley

Date of Meeting/Discussion: 11/19/2025 Location of Meeting/Discussion: Historic Courthouse

Dade City

Parties Attending Meeting/Discussion (additional parties provide information on back of this form):

Name	Phone Number	Organization/Client	Area of Expertise (if applicable)
Barbara L. Wilhite	727-942-0733	Barbara@wilhitelaw.net	Land Use Attorney
Edmon Rakipi		erakipi@drbgroup.com	Developer

Application/Matter Being Discussed (include name and public hearing date, if known):
DRB Little and Ross RZ-7893 / CPAS25-11

County Staff Contact Person For Application: Kurt Siverson and Jenny De Granda

Specific Topics/Issues Being Discussed. Check all that apply:

x	Traffic/access/transportation mitigation		Noise/odor
	Environmental/wetlands	x	Aesthetics/landscaping
x	Compatibility of uses		Legal
x	Density/intensity		Schools
	Economic		Parks
	Utilities		Libraries
x	Drainage/stormwater		Fire/EMS/police/public safety
	Other:		Other:

Any written materials, diagrams, plans, or pictures presented to the Local Public Official will be (must check at least one):

	Provided in the same form to County Staff prior to the public hearing for inclusion in the record of the public hearing.
	Provided to the Local Public Official and attached to this disclosure form for inclusion in the record of the public hearing.
x	Presented in the same form at the public hearing.
	Written materials, diagrams, plans or pictures will not be presented to the Local Public Official.

---

*Note to Local Public Official or Administrative Staff of Local Public Official—Please provide a copy of completed disclosure forms (and any attachments) to the County Staff Contact Person identified above and the Zoning Administrator prior to the public hearing **or** provide the disclosure form (and any attachments) at the commencement of the public hearing for the application identified above.

EX PARTE SIGN-IN/DISCLOSURE FORM

***THIS FORM MUST BE COMPLETED PRIOR TO OR DURING ANY MEETING OR DISCUSSION WITH A MEMBER OF THE BOARD OF COUNTY COMMISSIONERS OR PLANNING COMMISSION ("LOCAL PUBLIC OFFICIAL") RELATING TO ANY QUASI-JUDICIAL MATTER THAT MAY BE CONSIDERED BY SUCH BODIES, INCLUDING REZONINGS, ZONING AMENDMENTS, VARIANCES, ALTERNATIVE STANDARDS, CONDITIONAL USES, AND SPECIAL EXCEPTIONS.**

FAILURE TO COMPLETE THIS FORM, OR SUPPLY CORRECT INFORMATION, MAY RESULT IN THE LOCAL PUBLIC OFFICIAL'S REFUSAL TO CONDUCT THE MEETING OR DISCUSSION, OR FUTURE MEETINGS OR DISCUSSIONS.

Name of Local Public Official Attending Meeting/Discussion: Commissioner Starkey

Date of Meeting/Discussion: 11/17/2025 Location of Meeting/Discussion: West Pasco Government Center New Port Richey

Parties Attending Meeting/Discussion (additional parties provide information on back of this form):

Name	Phone Number	Organization/Client	Area of Expertise (if applicable)
Barbara L. Wilhite	727-942-0733	Barbara@wilhitelaw.net	Land Use Attorney
Eric Rakipi		erakipi@drbgroup.com	Developer
Rebecca Jusovic		rjusovic@drbgroup.com	Developer
Jeremy Couch		jcouch@tampacivil.com	Engineer
Kayla Harrell		kayla@tampacivil.com	Engineer

Application/Matter Being Discussed (include name and public hearing date, if known):
DRB Little and Ross RZ-7893 / CPAS25-11

County Staff Contact Person For Application: Kurt Siverson and Jenny De Granda

Specific Topics/Issues Being Discussed. Check all that apply:

x	Traffic/access/transportation mitigation		Noise/odor
	Environmental/wetlands	x	Aesthetics/landscaping
x	Compatibility of uses		Legal
x	Density/intensity		Schools
	Economic		Parks
	Utilities		Libraries
x	Drainage/stormwater		Fire/EMS/police/public safety
	Other:		Other:

Any written materials, diagrams, plans, or pictures presented to the Local Public Official will be (must check at least one):

	Provided in the same form to County Staff prior to the public hearing for inclusion in the record of the public hearing.
	Provided to the Local Public Official and attached to this disclosure form for inclusion in the record of the public hearing.
x	Presented in the same form at the public hearing.
	Written materials, diagrams, plans or pictures will not be presented to the Local Public Official.

---

*Note to Local Public Official or Administrative Staff of Local Public Official—Please provide a copy of completed disclosure forms (and any attachments) to the County Staff Contact Person identified above and the Zoning Administrator prior to the public hearing **or** provide the disclosure form (and any attachments) at the commencement of the public hearing for the application identified above.

EX PARTE SIGN-IN/DISCLOSURE FORM

***THIS FORM MUST BE COMPLETED PRIOR TO OR DURING ANY MEETING OR DISCUSSION WITH A MEMBER OF THE BOARD OF COUNTY COMMISSIONERS OR PLANNING COMMISSION ("LOCAL PUBLIC OFFICIAL") RELATING TO ANY QUASI-JUDICIAL MATTER THAT MAY BE CONSIDERED BY SUCH BODIES, INCLUDING REZONINGS, ZONING AMENDMENTS, VARIANCES, ALTERNATIVE STANDARDS, CONDITIONAL USES, AND SPECIAL EXCEPTIONS.**

FAILURE TO COMPLETE THIS FORM, OR SUPPLY CORRECT INFORMATION, MAY RESULT IN THE LOCAL PUBLIC OFFICIAL'S REFUSAL TO CONDUCT THE MEETING OR DISCUSSION, OR FUTURE MEETINGS OR DISCUSSIONS.

Name of Local Public Official Attending Meeting/Discussion: Commissioner Yeager

Date of Meeting/Discussion: 11/18/2025 Location of Meeting/Discussion: West Pasco

Government Center New Port Richey

Parties Attending Meeting/Discussion (additional parties provide information on back of this form):

Name	Phone Number	Organization/Client	Area of Expertise (if applicable)
Barbara L. Wilhite	727-942-0733	Barbara@wilhitelaw.net	Land Use Attorney
Edmon Rakipi		erakipi@drbgroup.com	Developer

Application/Matter Being Discussed (include name and public hearing date, if known):
DRB Little and Ross RZ-7893 / CPAS25-11

County Staff Contact Person For Application: Kurt Siverson and Jenny De Granda

Specific Topics/Issues Being Discussed. Check all that apply:

x	Traffic/access/transportation mitigation		Noise/odor
	Environmental/wetlands	x	Aesthetics/landscaping
x	Compatibility of uses		Legal
x	Density/intensity		Schools
	Economic		Parks
	Utilities		Libraries
x	Drainage/stormwater		Fire/EMS/police/public safety
	Other:		Other:

Any written materials, diagrams, plans, or pictures presented to the Local Public Official will be (must check at least one):

	Provided in the same form to County Staff prior to the public hearing for inclusion in the record of the public hearing.
	Provided to the Local Public Official and attached to this disclosure form for inclusion in the record of the public hearing.
x	Presented in the same form at the public hearing.
	Written materials, diagrams, plans or pictures will not be presented to the Local Public Official.

---

*Note to Local Public Official or Administrative Staff of Local Public Official—Please provide a copy of completed disclosure forms (and any attachments) to the County Staff Contact Person identified above and the Zoning Administrator prior to the public hearing **or** provide the disclosure form (and any attachments) at the commencement of the public hearing for the application identified above.

EX PARTE SIGN-IN/DISCLOSURE FORM

***THIS FORM MUST BE COMPLETED PRIOR TO OR DURING ANY MEETING OR DISCUSSION WITH A MEMBER OF THE BOARD OF COUNTY COMMISSIONERS OR PLANNING COMMISSION ("LOCAL PUBLIC OFFICIAL") RELATING TO ANY QUASI-JUDICIAL MATTER THAT MAY BE CONSIDERED BY SUCH BODIES, INCLUDING REZONINGS, ZONING AMENDMENTS, VARIANCES, ALTERNATIVE STANDARDS, CONDITIONAL USES, AND SPECIAL EXCEPTIONS.**

FAILURE TO COMPLETE THIS FORM, OR SUPPLY CORRECT INFORMATION, MAY RESULT IN THE LOCAL PUBLIC OFFICIAL'S REFUSAL TO CONDUCT THE MEETING OR DISCUSSION, OR FUTURE MEETINGS OR DISCUSSIONS.

Name of Local Public Official Attending Meeting/Discussion: Commissioner Weightman

Date of Meeting/Discussion: 11/19/2025 Location of Meeting/Discussion: Historic Courthouse

Dade City

Parties Attending Meeting/Discussion (additional parties provide information on back of this form):

Name	Phone Number	Organization/Client	Area of Expertise (if applicable)
Barbara L. Wilhite	727-942-0733	Barbara@wilhitelaw.net	Land Use Attorney
Edmon Rakipi		erakipi@drbgroup.com	Developer

Application/Matter Being Discussed (include name and public hearing date, if known):
DRB Little and Ross RZ-7893 / CPAS25-11

County Staff Contact Person For Application: Kurt Siverson and Jenny De Granda

Specific Topics/Issues Being Discussed. Check all that apply:

x	Traffic/access/transportation mitigation		Noise/odor
	Environmental/wetlands	x	Aesthetics/landscaping
x	Compatibility of uses		Legal
x	Density/intensity		Schools
	Economic		Parks
	Utilities		Libraries
x	Drainage/stormwater		Fire/EMS/police/public safety
	Other:		Other:

Any written materials, diagrams, plans, or pictures presented to the Local Public Official will be (must check at least one):

	Provided in the same form to County Staff prior to the public hearing for inclusion in the record of the public hearing.
	Provided to the Local Public Official and attached to this disclosure form for inclusion in the record of the public hearing.
x	Presented in the same form at the public hearing.
	Written materials, diagrams, plans or pictures will not be presented to the Local Public Official.

---

*Note to Local Public Official or Administrative Staff of Local Public Official—Please provide a copy of completed disclosure forms (and any attachments) to the County Staff Contact Person identified above and the Zoning Administrator prior to the public hearing **or** provide the disclosure form (and any attachments) at the commencement of the public hearing for the application identified above.

AFFIDAVIT ATTESTING TO PUBLIC NOTICING

STATE OF FLORIDA
COUNTY OF PASCO

Barbara L. Wilhite, that I am, we are, the owner(s) and record title holder(s) or the authorized representative for same of the following described property:

Parcel Identification Numbers (List All): 26 25 16 0000 00400 0000 and 26 25 16 0010 03700 0000

That this property constitutes the property for which a variance(s) and or development approval is requested according to Project Name and Project Number and Variance(s) is listed below:

Project Name: DRB Little and Ross CPA/RZ

Project Number: CPAS25-11 and RZ-7893

That attached is the following:

X Certificate of Mailing for which public hearing notices were mailed on 11/06/2025

X Photos showing the placement of the public hearing sign posted on the property on 11/04/2025

Barbara L. Wilhite, Agent of Record

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11 day of November 2025, by Barbara L. Wilhite. She is personally known to me or has produced _____ as identification.

JOCELYN TAYLOR
Notary Public
State of Florida
Comm# HH706454
Expires 8/4/2029

Notary Public
Jocelyn Taylor

My Commission Expires:

BARBARA L. WILHITE, P.A.
ATTORNEY AT LAW
6327 Grand Boulevard
New Port Richey, FL 34652

Barbara L. Wilhite, P.A.
Barbara @wilhitelaw.net

TELEPHONE: (727)-942-0733
FAX: (727) 944-3711

November 06, 2025

RE: DRB Little and Ross MPUD / CPAS (RZ-7893 / CPAS25-11)
Parcel I.D. No(s): 26 25 16 0000 00400 0000 and 26 25 16 0010 03700 0000

Dear Property Owner:

This letter is to notify you that a Rezoning Application (RZ-7893) has been filed in the name of the property owner, Citrico Alliance LLC (DRB Little and Ross MPUD / CPAS), to rezone the Property from the C-2 (General Commercial) and A-C (Agricultural) zoning districts to the Master Planned Unit Development zoning district (MPUD) to allow for the development of a maximum of 74 single family homes. A companion Small Scale Comprehensive Plan Amendment Application (CPAS25-11) has also been filed to amend the Future Land Use Designation from COM (Commercial) and RES-9 (RESIDENTIAL- 9 units/developable acre) to RES-6 (RESIDENTIAL – 6 units/developable acre).

The Property is generally located on Ross Lane, east of Little Road, and contains 26.2 acres m.o.l.

The public hearings for the consideration of these applications will be held as follows:

Planning Commission RZ-7893 CPAS25-11	**11/20/2025**	**West Pasco Government Center 8731 Citizens Drive New Port Richey, FL 34654**	**1:30 p.m.**
Board of County Commissioners RZ-7893 CPAS25-11	**01/20/2026**	**West Pasco Government Center 8731 Citizens Drive New Port Richey, FL 34654**	**1:30 p.m.**

The application and all supporting documentation on file regarding the applications can be viewed by contacting:

Rezoning (RZ-7893)

Kurt Siverson, Planner I, Planning, Development, and Economic Growth Department, 8731 Citizens Drive, Suite 200, New Port Richey, FL 34644; 727-380-2689; ksiverson@pascocountyfl.net.

Comprehensive Plan Amendment (CPAS25-11)

Jenny De Granda, Planner II, Planning, Development, and Economic Growth Department, 8731 Citizens Drive, Suite 200, New Port Richey, FL 34644; 727-380-3509; jdegranda@mypascocountyfl.net.

If you are in opposition to the above-stated application, you will need competent, substantial evidence presented to support your opposition. Any person desiring to appeal any decision made by the Board of County Commissioners with respect to any matter considered at any meeting or hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based.

On occasion, applications may be continued. It is your responsibility to contact this office or the above-contact at the County to confirm the above-scheduled public hearing dates.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact either the Pasco County Customer Service Center, 8731 Citizens Drive, New Port Richey, FL 34654, (727) 847-2411 (V) or the Pasco County Risk Management Office, 7536 State Street, New Port Richey, FL 34654, (727) 847-8028 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

Very truly yours,



Barbara L. Wilhite

DRB - Little & Ross

55 Total

Parcel	Name	Name 2	Address	Address 2	City
26-25-16-0000-00100-0011	ATLANTIC EMERALD IRREV TRUST	LAW JEANNIE BENSOM TRUST	8902 N DALE MABRY HWY	STE 200	TAMPA, FL 33614-1596
26-25-16-0020-00600-0400	BALOGH FRANK L JR &	BALOGH MICHAELLE L REV LI\	8751 RIDGE RD		NEW PORT RICHEY, FL 34654-4959
26-25-16-0020-00600-0410	BLUE RIBBON AUTOMOTIVE INC		8805 RIDGE RD		NEW PORT RICHEY, FL 34654-4938
26-25-16-0100-00000-0080	CEMO FAMILY PROPERTIES LLC		1750 PRAIRIE CITY ROAD	STE 130 PMB 275	FOLSOM, CA 95630
35-25-16-0030-00500-0000	CHESTER CORY C & SORSBY JESSICA R		8700 ROSS LN		NEW PORT RICHEY, FL 34654
26-25-16-0080-00000-0300	CHUCKAS JAMES P & JANICE		8821 WHISPERING OAKS TRL		NEW PORT RICHEY, FL 34654-5427
26-25-16-0080-00000-0060	CISSELL DANIEL & MARIA		8735 CRESCENT FOREST BLVD		NEW PORT RICHEY, FL 34654-5431
26-25-16-0000-00400-0000	CITRICO ALLIANCE LLC		27530 NW 193RD AVE		HIGH SPRINGS, FL 32643
26-25-16-0010-03600-0000	COULTER WAYNE R REV LIV TRUST	COULTER WAYNE R TRUSTEE	C/O DELZER COULTER & BELL F	7920 US HIGHWAY 19 STE A	PORT RICHEY, FL 34668-6605
26-25-16-0080-00000-00C0	CRESCENT FOREST HOMEOWNERS	ASSOCIATION INC	PO BOX 1469		PORT RICHEY, FL 34673-1469
26-25-16-0080-00000-0070	ELLIS MARK & LEIGHANNE		8741 CRESCENT FOREST BLVD		NEW PORT RICHEY, FL 34654-5431
26-25-16-0020-00700-0110	EMANUEL ROBERT		10804 HAZEL AVE		HUDSON, FL 34669
26-25-16-0020-00600-0100	FLETCHER HELENA VANCE LIVING TRU	FLETCHER HELENA VANCE TR	8725 WORRELL DR		NEW PORT RICHEY, FL 34654
26-25-16-0020-00700-0201	FLETCHER HELENA VANCE LIVING TRUST		8719 WORRELL DRIVE		NEW PORT RICHEY, FL 34654-4915
26-25-16-0020-00600-0180	FRANK F JR & MICHAELLE L BALOUGH I	BALOGH FRANK TRUSTEE	9500 OSCEOLA DR		NEW PORT RICHEY, FL 34654
26-25-16-0080-00000-0280	FULTON CORY G & FELICIA L		8801 WHISPERING OAKS TRL		NEW PORT RICHEY, FL 34654-5427
26-25-16-0020-00600-0190	GARRITY DAVID A		8537 CAMEO DR		NEW PORT RICHEY, FL 34654
35-25-16-0030-00200-0040	GORDON GARY L & SANDRA F		8844 ROSS LN		NEW PORT RICHEY, FL 34654-5422
26-25-16-0000-00200-0000	HARBOR BEHAVIORAL HEALTH CARE	INSTITUTE INC THE	PO BOX 428		NEW PORT RICHEY, FL 34656-0428
26-25-16-0080-00000-0080	HARRISON DENNIS B & DIANE E		8823 CRESCENT FOREST BLVD		NEW PORT RICHEY, FL 34654-5418
26-25-16-0030-00600-0170	HSI ASSET SECURTIZATION CORPORA1	DEUTSCHE ABNK NATIONAL T	1661 WORTHINGTON RD	SUITE 100	WEST PALM BEACH, FL 33409
26-25-16-0020-00600-0230	J EDWARDS INC		C/O WDI TAMPA INC	1311 N CHURCH AVE	TAMPA, FL 33607-2484
26-25-16-0120-00000-0060	JPG NEW PORT LLC & CONOVER TOWN	CENTER LLLP	270 W NEW ENGLAND AVE		WINTER PARK, FL 32789
26-25-16-0020-00600-0320	KNJN REAL ESTATE LLC		7507 YARDLEY WAY		TAMPA, FL 33647
35-25-16-0030-00300-0010	LALLANILLA JOSEPH KEVIN &	MARIA	8806 ROSS LN		NEW PORT RICHEY, FL 34654-5422
35-25-16-0030-00300-0000	LALLANILLA PAUL & JULIE		8750 ROSS LN		NEW PORT RICHEY, FL 34654-5422
26-25-16-0080-00000-0640	LESTER MICHAEL A JR & KATHERINE B		8800 CRESCENT FOREST BLVD		NEW PORT RICHEY, FL 34654-5417
26-25-16-0010-03800-0010	LOWE'S HOME CENTERS INC		ATTN: TAX DEPT 1ETA #724	1000 LOWES BLVD	MOORESVILLE, NC 28117-8520
26-25-16-0020-00700-0230	MALLOZZI LINDA E		803 SALEM ROAD		UNION , NJ 07083
26-25-16-0020-00700-0120	MARZONI EDWARD & MARZONI HOLLY		1689 S LOOKOUT PT		HOMOSASSA, FL 34448-1432
26-25-16-0080-00000-0190	MOORE JACK EDWARD JR &	NGUYEN NGA THY	8822 WHISPERING OAKS TRL		NEW PORT RICHEY, FL 34654-5426
26-25-16-0080-00000-0020	MORGAN MARVIN LEE JR & LINDA ANN		8711 CRESCENT FOREST BLVD		NEW PORT RICHEY, FL 34654
26-25-16-0080-00000-0260	MURDOCK SHERRY L		8739 WHISPERING OAKS TRL		NEW PORT RICHEY, FL 34654-5427
26-25-16-0080-00000-0250	OATES JASON		8733 WHISPERING OAKS TRL		NEW PORT RICHEY, FL 34654-5427
26-25-16-0010-04000-0000	OM ESTATE OF FLORIDA LLC		271 ASHLEY PL		PARAMUS, NJ 07652-5401
26-25-16-0000-49900-0000	PASCO COUNTY	FACILITIES MANAGEMENT DEF	7220 OSTEEN RD		NEW PORT RICHEY, FL 34653-2359
26-25-16-0080-00000-0630	PERSONS GREGG T & SANDRA D REVOCABLE JOINT TRUST		8806 CRESCENT FOREST BLVD		NEW PORT RICHEY, FL 34654-5417
26-25-16-0020-00700-0150	POYNTER WALTER L & RUBY		8647 WORRELL DR		NEW PORT RICHEY, FL 34654-4957
26-25-16-0030-00600-0130	REALTY INCOME U S CORE PLUS 3 LP		11995 EL CAMINO REAL		SAN DIEGO, CA 92130
26-25-16-0080-00000-0290	RIFINO NANCY		8811 WHISPERING OAKS TRL		NEW PORT RICHEY, FL 34654-5427
26-25-16-0080-00000-0240	RIVERO ELOY & SANDRA		8738 WHISPERING OAKS TRL		NEW PORT RICHEY, FL 34654-5426
26-25-16-0080-00000-0210	RUMER GLENN A & EUGENIA		8804 WHISPERING OAKS TRL		NEW PORT RICHEY, FL 34654
35-25-16-0030-00500-0021	SASD NEW PORT RICHEY PARTNERS LLC		1094 CUDAHY PLACE	SUITE 318	SAN DIEGO, CA 92110
26-25-16-0020-00600-0430	SCHIFFER GEORGE T		18100 BOONESFARM DR		SPRING HILL, FL 34610-8100
26-25-16-0080-00000-0620	SCHLYER RACHEL		8812 CRESCENT FOREST BLVD		NEW PORT RICHEY, FL 34654-5417
26-25-16-0080-00000-0200	ST JOHN GREGA D		8814 WHISPERING OAKS TRL		NEW PORT RICHEY, FL 34654-5426
26-25-16-0020-00600-0270	STEINMETZ JONAL SCOTT		8645 RIDGE RD		NEW PORT RICHEY, FL 34654
26-25-16-0080-00000-0270	STEWART RAY J JR &	TAMMY MARIE	8745 WHISPERING OAKS TRL		NEW PORT RICHEY, FL 34654-5427
26-25-16-0010-03600-0010	SUOJANEN ERIK & COLLEEN A		8980 CRESCENT FOREST BLVD		NEW PORT RICHEY, FL 34654-5419
26-25-16-0080-00000-0220	TANSKI ARIENE A TRUST	TANSKI TRENTON E TRUSTEE	8750 WHISPERING OAKS TRL		NEW PORT RICHEY, FL 34654-5426
26-25-16-0010-03700-0000	TLV RE SS II NEW PORT RICHEY OWNER LLC		1600 E 8TH AVE STE A132-A		TAMPA, FL 33605
26-25-16-0080-00000-0010	TUCKER KATHERINE A & WIERSMA P G & NOREM A K		8705 CRESCENT FOREST BLVD		NEW PORT RICHEY, FL 34654-5431
35-25-16-0030-00500-0010	VOGEL WILLIAM T &	ELIZABETH LALLANILLA	8720 ROSS LN		NEW PORT RICHEY, FL 34654-5422
26-25-16-0000-00400-0010	WENDY'S PROPERTIES LLC		ATTN: RESTAURANT ACCTG 51-	1 DAVE THOMAS BLVD	DUBLIN, OH 43017-5452
26-25-16-0080-00000-0040	ZARAGOZA ROBERTO &	HERNANDEZ SHIRLEY M	2116 TELOGIA CT		HOLIDAY, FL 34690-4359

U.S. POSTAGE PAID
NEW PORT RICHEY, FL
34653
NOV 06 25
AMOUNT
$34.30
S2324N500729-3

0000

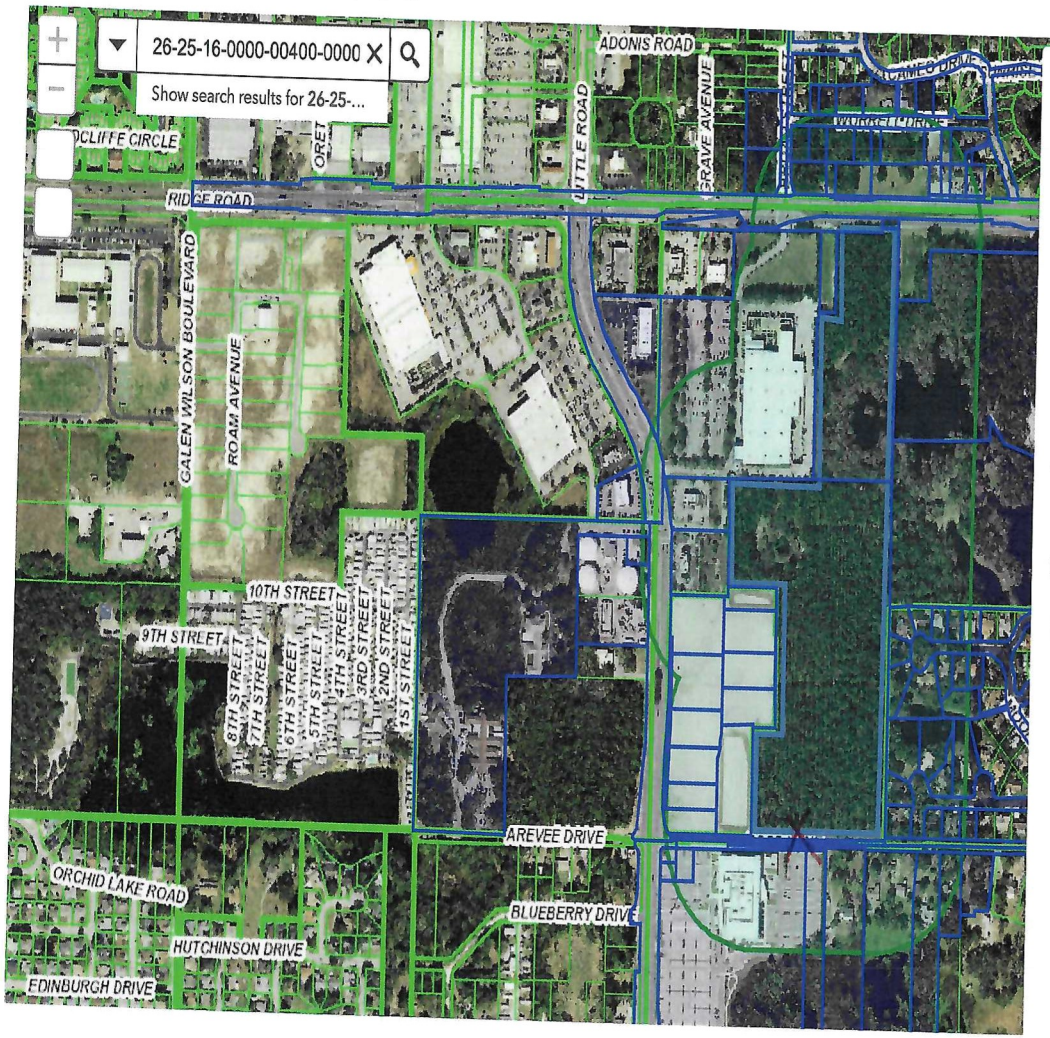
U.S. POSTAGE PAID
NEW PORT RICHEY, FL
34653
NOV 06 25
AMOUNT
$4.20
S2324N500729-3

0000

USPS
NEW PORT RICHEY, FL 34653
NOV - 6 2025

J S O A 55

Mike Wells Pasco County Property Appraiser



Public Notification

Select or search for a feature in the map

Apply a search distance

500 Feet

Addressee Layer

Address

Format

Comma-separated values (CSV)

101 addressees found; do you want to continue?

Review Download

0 300 600ft

28.278 -82.666 Degrees

https://maps.pascopa.com/?find=26-25-16-0000-00400-0000


PUBLIC HEARINGS
PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
App. No. CPAS25-11
COMPREHENSIVE PLAN AMENDMENT
FROM: COMMERCIAL AND OTHER
TO: RESIDENTIAL-6 DU/GA
Local Planning Agency
11/20/25 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Board of County Commissioners
01/20/26 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
PlanPasco@MyPasco.net / 727-847-8140
Hearing/Voice Impaired Call 711
co.net/MeetingAgendas


PUBLIC HEARINGS
PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
App. No. RZ-7893
Project Type: REZONING
Rezoning from C-2 and A-C to MPUD (Master Planned Unit Development) to allow for 74 single family detached homes.
Planning Commission
11/20/25 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Board of County Commissioners
01/20/26 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Planning@MyPasco.net / 727-847-8140
Hearing/Voice Impaired Call 711
MyPasco.net/MeetingAgendas


PUBLIC HEARINGS
PASCO COUNTY FLORIDA
App. No. CPAS25-11
COMPREHENSIVE PLAN AMENDMENT
FROM: COMMERCIAL AND OTHER
TO: RESIDENTIAL-6 DU/GA
Local Planning Agency
11/20/25 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Board of County Commissioners
01/20/26 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
PlanPasco@MyPasco.net / 727-847-8140
Hearing/Voice Impaired Call 711
MyPasco.net/MeetingAgendas
PUBLIC HEARINGS
PASCO COUNTY FLORIDA
App. No. RZ-7893
Project Type: REZONING
Rezoning from C-2 and A-C to MPUD (Master Planned Unit Development) to allow for 74 single family detached homes.
Planning Commission
11/20/25 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Board of County Commissioners
01/20/26 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Planning@MyPasco.net / 727-847-8140
Hearing/Voice Impaired Call 711
MyPasco.net/MeetingAgendas

63167

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE26-008 was published in said newspaper by print in the issues of 11/05/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____

Sworn to and subscribed before me this **11/05/2025**

Signature of Notary of Public

Personally known **X** or produced identification.

Type of identification produced _____

Notary Public State of Florida
Jean M Mitotes
My Commission HH 577686
Expires 7/31/2028

NOTICE OF PUBLIC HEARINGS
ON REZONINGS, CONDITIONAL USES
AND SPECIAL EXCEPTION FOR PROPERTIES
LOCATED IN PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasadena Hills Planning and Policy Committee will hold a public hearing on **Wednesday, November 19, 2025, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, January 6, 2026, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.** to consider applications for rezoning pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

1. Evans Properties Inc / Evans Parcel G-2 VOPH Sub Mod MPUD (RZ-7853) petition for a rezoning from a MPUD Master Planned Unit Development District to a MPUD Master Planned Unit Development District for a parcel located at the southwest corner of the intersection of Handcart Road and Kiefer Road (aka 19-25-21-0000-01400-0000).

2. Robert & Angela Allen Aborizk / FL-1884 Robert Aborizk (#CU26-02 aka CU25-13) petition for a conditional use for a 155-foot above-ground-level (AGL) monopine wireless communications facility (WCF) in an A-R Agricultural-Residential District for a parcel located on the north side of Simon Road, approximately 180 feet west of Old Simons Road (aka 33-25-21-0020-11400-0010) and will contain a proposed 159-foot AGL (155-foot WCF with a 4 foot lightening rod) WCF within a 4,900 square-foot fenced compound on the site containing approximately 5.61 acres.

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing on **Thursday, November 20, 2025, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, January 20, 2026, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, at 1:30 p.m.**, to consider applications for rezoning and/or conditional use pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

3. Kevin Singletary & Daien De Pasquale / De Pasquale (RZ-7899) petition for a rezoning from a C-1 Neighborhood Commercial District to a C-2 General Commercial District for a parcel located at the southwest corner of Massachusetts Avenue and Keena Street (aka 03-26-16-0070-01500-0000).

4. Little Gene D & Terry W & Peter A & ET AL / Decubellis & Little MPUD (RZ-7894) petition for a rezoning from a MPUD Master Planned Unit Development District to a MPUD Master Planned Unit Development District amending the conditions of approval for a revised roadway typical of the Plathe Road Extension and introduction of a Binding Concept Plan for the entire residential portion, generally located south of Decubellis Road and east of Little Road (aka 02-26-16-0010-00600-0000 et al).

5. Citrico Alliance, LLC / DRB Little and Ross MPUD (RZ-7893) petition for a rezoning from an A-C Agricultural District and a C-2 General Commercial District to allow for the maximum development of 74 single-family detached homes, generally located north of Ross Lane and approximately 500 feet east of Little Road (aka 26-25-16-0000-00400-0000).

6. 5415 Inc / Blackwell MF & Office Complex MPUD (RZ-7778) petition for a rezoning from an A-C Agricultural District and a C-2 General Commercial District to allow for the maximum development of 290 multi-family units and 50,000 square feet of commercial/medical uses, generally located north of State Road 54, approximately 0.33 mile south of the Starkey Boulevard and State Road 54 intersection (aka 30-25-17-0000-00600-0000.

7. 26318 Lawrence Avenue LLC / Bear Creek Group Home (#CU26-09 aka CU25-11) petition for a conditional use for a Residential Treatment and Care Facility in a R-4 High Density Residential District for a parcel located on the west side of Nature Trail, west of Zane Lane (aka 11-25-16-0160-00000-0010).

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing on **Thursday, November 20, 2025, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, to consider an application for a special exception pursuant to the provisions of the Pasco County Land Development Code, Chapter 300. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following applications:

8. Pallamari Properties LLC / Lakewood Duplex (SE-7902) petition for a duplex in a R-2 Low Density Residential District for a parcel located on the west side of Colony Road, approximately 830 feet north of Lakewood Drive.

Information concerning this matter will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (727) 847-2411 ext. 4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY PASADENA HILLS POLICY AND PLANNING COMMITTEE
PASCO COUNTY PLANNING COMMISSION
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE26-008

November 5, 2025 63167

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 3 **FILE NO.:** PDE26-7778 **DATE:** 1/20/2026

SUBJECT: Zoning Amendment (Regular) - Blackwell MF & Office Complex MPUD Master Planned Unit Development - 5415 INC - A Rezoning Request from an A-C Agricultural District to an MPUD Master Planned Unit Development District to Allow for the Development of 290 Multi-Family Units and 50,000 Square Feet of Commercial and Medical Office Uses and Associated Infrastructure on Approximately 15.36 Acres Located on the North Side of State Road 54 Approximately .3 Miles Southeast of the Intersection of State Road 54 and Starkey Boulevard

REFERENCES: All Planning Commission (PC) and Board of County Commissioners (BCC) Public Hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): PC at NPR 11/20/2025 Continued - PC at DC 12/11/2025 - BCC at NPR 1/20/2026

AGENDA SECTION: Public Hearings

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED BOARD ACTION:

Approve the proposed Zoning Amendment subject to the attached Conditions of Approval. Authorize the Chairman to execute one (1) original of the Resolution provided, and direct Board Records to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

PROJECT OVERVIEW

Land Development Code (LDC) Section 402.2, Zoning Amendment - MPUD Master Planned Unit Development; Section 522 - MPUD Zoning District

Proposed is a rezoning request from an A-C Agricultural District to an MPUD Master Planned Unit Development to allow for the development of 290 multi-family dwelling units and 50,000 square feet (sf) of commercial/office uses and associated infrastructure on approximately 15.36 acres.

The proposed MPUD Master Plan illustrates a site design that is people-centric and establishes an extensive internal pedestrian mobility network with an amenitized stormwater pond (including a trail cross-connection to the north) and open space for every residential structure.

The proposed 50,000 square feet of non-residential uses along the State Road 54 frontage will include the following permitted uses and entitlement allowance:

20,000 square feet of commercial uses as permitted in the C-1 Neighborhood Commercial District; and

30,000 square feet of office uses as permitted in the PO-2 Professional Office District.

The applicant is also seeking the following variations from the LDC:

Variation No. 1 - The Applicant requests a variation from LDC Section 901, *Infrastructure Standards*, specifically 901.6.D.11, *Continuation of Existing Street Pattern and Street Access to Adjoining Property*. The variation request is to not provide vehicular connections north or west of the subject property. A vehicular connection north of the subject property is infeasible due to the existing ponds and wetland networks. To the northeast of the subject site is the Solida development (a portion of the Starkey Ranch MPUD), which has a Site Development Permit approval with no vehicular interconnection to the subject site and has a pond located on the southwest corner of the development which prevents an interconnection. In lieu of a northeastern vehicular connection the applicant is providing a pedestrian connection to the Solida development. This would allow pedestrian connectivity north to the 12' path on the south side of Lake Blanche Road and further facilitate pedestrian mobility east-west to amenities like the Long Leaf downtown and civic uses such as Longleaf Elementary, Starkey District Park, Starkey Ranch Library, and Starkey Ranch K-8 School. A vehicular connection west of the subject property is not feasible by the building orientation of the existing commercial neighbor and the inability of the service roadway to absorb traffic volume from the residential and non-residential users of the proposed project. PDE is amenable to the request since the proposed project accomplishes the intent of LDC Section 901.6.D.11.

This agenda memo was prepared by Kurt Siverson, Planner I.

SITE DETAILS

The project is located within the South Market Area, abutting State Road 54 on the north and approximately .33 miles east of the State Road 54 and Starkey Boulevard intersection (Parcel ID No. 30-26-17-0000-00600-0000).

Commission District:	The Honorable Commissioner Kathryn Starkey
Project Name:	Blackwell MF & Office Complex MPUD
Applicants' Name(s):	5415 INC
Current Zoning District:	A-C (Agricultural District)
Proposed Zoning District:	MPUD Master Planned Unit Development
Future Land Use (FLU) Classification:	COM (Commercial)
Water/Sewage	Pasco/Pasco
Flood Zone:	AE, X
Requested Entitlements:	290 Multi-Family Units & 50,000 SF Commercial/Office Uses
Roads/Access:	SR 54 (Public, FDOT, Arterial)

MPUD SURROUNDING CONDITIONS ANALYSIS

The immediate and peripheral built environment neighboring the proposed Blackwell MF & Office Complex MPUD project boundary is primarily characterized by residential communities, and commercial and (across SR 54) industrial developments.

- Abutting north of the prospective MPUD is a residential community in the name of Solida (a portion of the Starkey Ranch MPUD), which has been approved for the development of 139 single-family detached homes and future multi-family development.
- Abutting west of the prospective MPUD is a self-storage facility.
- Abutting east of the prospective MPUD is County Place Community, a manufactured home neighborhood.
- Abutting south of the prospective MPUD is State Road 54, which has an extensive network of residential, commercial and industrial uses.

Within a 1-mile radius of the prospective Blackwell MF & Office Complex MPUD exist multiple MPUDs, most notably:

- *Mitchell SJP MPUD*, originally approved for: 108,000 SF Commercial/Retail Uses, 515,000 SF Business Park Uses (File: PDE25-7825).
- *Trinity Communities MPUD*, originally approved for: 8,322 dwelling units, 1,133,000 sf of Commercial, 1,414,500 sf of Commerce Park, 60,000 sf of Neighborhood Center Office, 43,320 sf of Office, 186,000 sf of Medical Office, 240 Hospital Beds, 840 Units of Life Care Center, Elementary School, Golf Course, Cemetery (File: GM06-07).
- *Starkey Ranch MPUD*, originally approved for: 5,050 dwelling units, 200,000 sf of Office, 200,000 sf of Light Industrial, 200,000 sf of Retail, 220 Hotel Rooms (File: PGM12-170).
- *Longleaf MPUD*, originally approved for: 1,050 dwelling units, 108,000 sf of Work Place/Commercial, 42,000 sf of Commercial/Light Industry (File: GM98-676).
- *Mitchell Ranch East Mixed Use MPUD*, originally approved for: 322,000 sf of Commercial/Retail, 100,000 sf of Medical Office, 260 Senior Apartment Dwelling Units, 400 Multi-Family Dwelling Units (File: PDD23-7590).

SURROUNDING ZONING AND LAND USES

	Zoning District	Future Land Use (FLU)	Existing Use
North	MPUD Master Planned Unit Development District	PD (Planned Development)	Currently vacant, approved residential MPUD
South	MPUD Master Planned Unit Development District	PD (Planned Development)	Currently vacant, approved non-residential MPUD

East	R-MH Mobile Home District, C-2 General Commercial District	ROR (Retail/Office/Residential)	Mobile home community
West	C-2 General Commercial District	IL (Industrial Light)	Self-storage facility

PREVIOUS ZONING ACTION(S) AND BACKGROUND DETAILS

The site retains its original A-C Agricultural District zoning designation and presently remains unimproved. (Parcel ID No. 30-26-17-0000-00600-0000)

This proposal is consistent with the surrounding existing and planned areas as shown in the above table, as the neighboring built environment is characterized by residential, commercial and industrial land uses.

FINDINGS OF FACT

1. Proposed is a rezoning request from an A-C Agricultural District to an MPUD Master Planned Unit Development to allow for the maximum development of 290 multi-family dwelling units and 50,000 square feet of commercial and medical office uses and associated infrastructure on approximately 15.36 acres.
2. The subject property is located within the South Market Area, Commission District 3.
3. This project will be paying a proportionate share for the signalization of SR 54 and the project entrance that will be shared with the Mitchell SJP MPUD.
4. The Live Local provision was voluntarily agreed to by the applicant and incorporated within the Conditions of Approval.
5. There is a companion Comprehensive Plan Amendment, CPA23(16) in the name of Blackwell Mixed-Use PD to establish the PD (Planned Development) and create Subarea Policy FLU 7.1.80, to be identified on Subarea Map 2-9(80).
6. On December 11th, 2025, the proposed rezoning was presented to the Planning Commission (PC). The PC unanimously recommended approval to the Board of County Commissioners (BCC) of the Blackwell MF & Office Complex MPUD with conditions.
7. LDC Section 402.2.C.8 specifies that variations from this Code may be reviewed and approved by the PC and BCC during the public hearing held on any application for an MPUD zoning amendment and the BCC finds, in the particular case, that the proposed variation meets or exceeds the intent of the Code.
8. The proposed request is consistent with the Pasco County LDC, Chapter 400, Subsection 402.2 Zoning Amendment - MPUD Master Planned Unit Development, and with the applicable provisions of the Pasco County Comprehensive Plan.

PRELIMINARY FEASIBILITY ANALYSIS

1. Timing and Phasing (T&P) and/or Substandard Road Analysis (SSRRA): The timing and phasing analysis, provided June 20th 2025 and attached herein, indicates that traffic movement at the intersection of the project access and SR 54 exceeds the acceptable volume-to-capacity (v/c) ratio. The County will grant approval for this development proposal provided that condition 15 is satisfied. It should be noted that the volume capacity ratio on SR 54 exceeds 1.0. However, this project's mixed-use design allows for a projected internal capture of 19 percent of the total AM/PM peak hour trips. This project was marked exempt from the substandard roadway analysis as SR 54 is not a substandard roadway.
2. Pasco County Utilities (PCU): The Utilities Department had no objection to the proposal or applicable conditions provided herein.
3. Pasco Sheriff's Office (PSO): The Sheriff's Office did not provide comments.
4. Fire: The Fire Department is in agreement with the conditions provided herein.
5. Emergency Management: The Emergency Management Department had no objection to the proposal or applicable conditions provided herein.
6. Parks, Recreation, and Natural Resources (PRNR): The Parks, Recreation, and Natural Resources Department provided comments and are in agreement with conditions provided herein.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action.

DISTRIBUTION:
Board Records to distribute as set forth below:

1. Retain One Original

ATTACHMENT(S):
1. PDE26-7778: Visual Packet
2. PDE26-7778: Resolution
3. PDE26-7778: Exhibits A, B, C
4. PDE26-7778: Timing & Phasing
5. PDE26-7778: Parking Analysis
6. PDE26-7778: Proof of Notification
7. PDE26-7778: Proof of Publication



RZ-7778
A-C TO MPUD

30-26-17-0000-00600-0000

5415 INC / BLACKWELL MF & OFFICE COMPLEX MPUD
6915 STATE ROAD 54
NEW PORT RICHEY, FL 34653

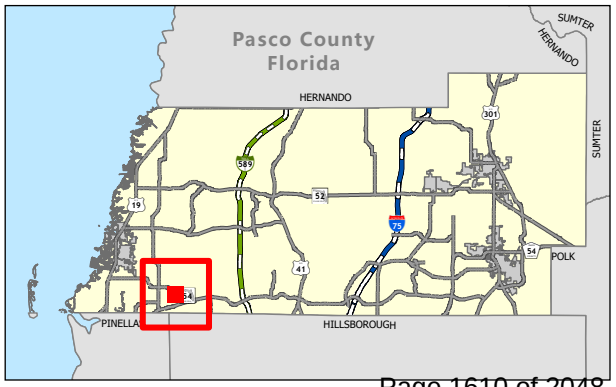
PHYSICAL ADDRESS:
N SIDE OF SR 54, APPROX. 1700' SE OF STARKEY BLVD

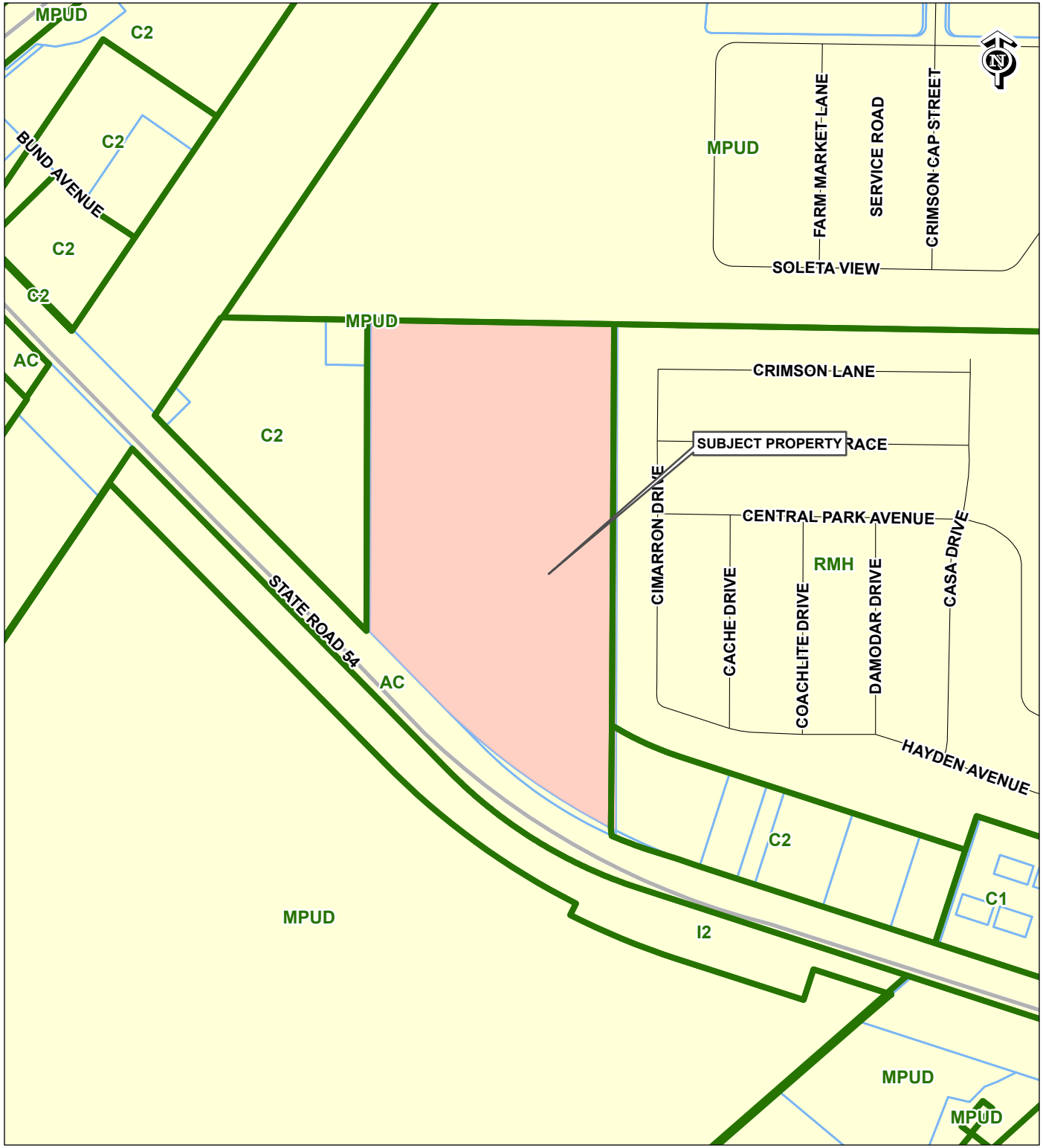
TAZ-201
COMMISSION DISTRICT: 3

SUBJECT PROPERTY

0 360 720
Feet

C:\Users\jhelmrich\AppData\Local\Temp\ArcGISProTemp10604\Untitled\Untitled.aprx Template_AERIAL jhelmrich 8/19/2025





RZ-7778
A-C TO MPUD

30-26-17-0000-00600-0000

5415 INC / BLACKWELL MF & OFFICE COMPLEX MPUD
6915 STATE ROAD 54
NEW PORT RICHEY, FL 34653

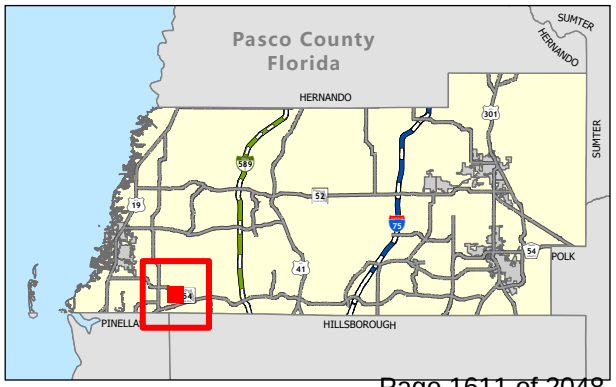
PHYSICAL ADDRESS:
N SIDE OF SR 54, APPROX. 1700' SE OF STARKEY BLVD

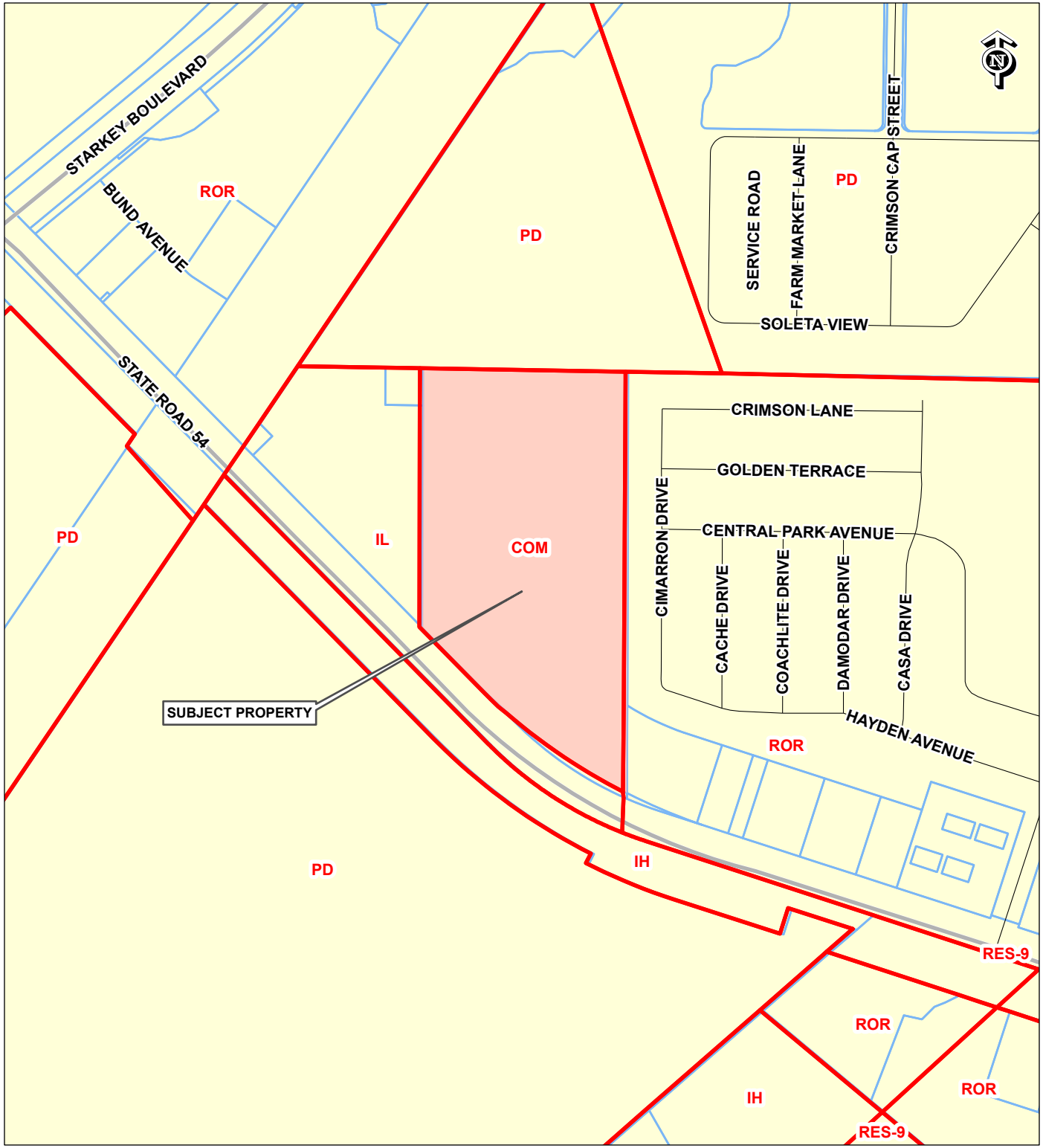
TAZ-201
COMMISSION DISTRICT: 3

SUBJECT PROPERTY
EXISTING ZONING

0 370 740
Feet

GIS\Flat02\LocationMaps\Zoning\RZ-7778 Template_ZONING jhelmrich 8/18/2025





RZ-7778
A-C TO MPUD

30-26-17-0000-00600-0000

5415 INC / BLACKWELL MF & OFFICE COMPLEX MPUD
6915 STATE ROAD 54
NEW PORT RICHEY, FL 34653

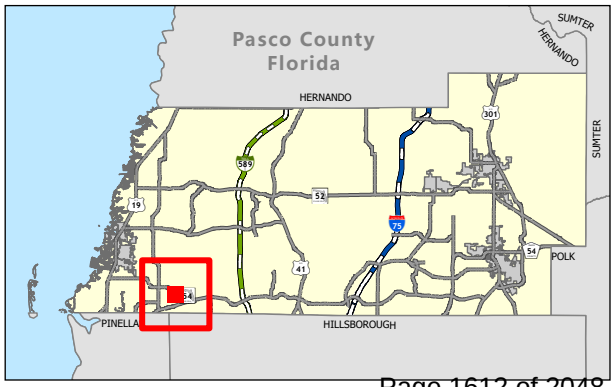
PHYSICAL ADDRESS:
N SIDE OF SR 54, APPROX. 1700' SE OF STARKEY BLVD

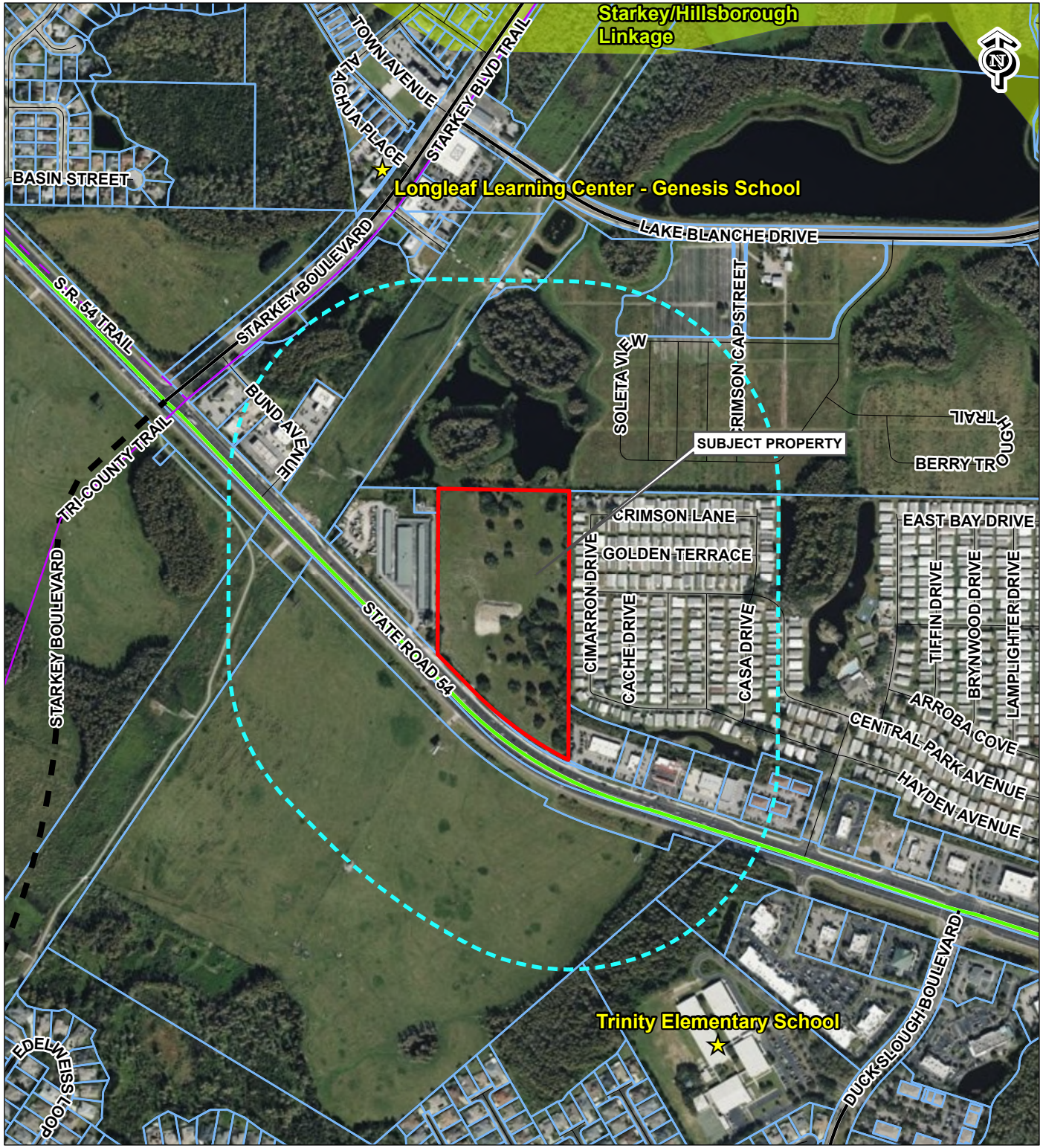
TAZ-201
COMMISSION DISTRICT: 3

SUBJECT PROPERTY
FUTURE LAND USE 2025

0 440 880
Feet

GIS\Flat02\LocationMaps\Zoning\RZ-7778 Template_FLU jhelmrich 8/19/2025





RZ-7778
A-C TO MPUD

30-26-17-0000-00600-0000

5415 INC / BLACKWELL MF & OFFICE COMPLEX MPUD
6915 STATE ROAD 54
NEW PORT RICHEY, FL 34653

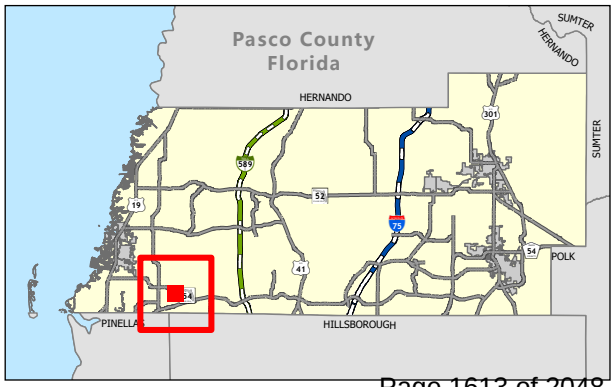
PHYSICAL ADDRESS:
N SIDE OF SR 54, APPROX. 1700' SE OF STARKEY BLVD

TAZ-201
COMMISSION DISTRICT: 3

- Subject Property
- 1000ft Buffer
- Conceptual Trails / Planned
- Existing Trails
- Exisiting Arterial
- Existing Collector
- Vision Collector

0 675 1,350
Feet

GIS\Flat02\LocationMaps\Zoning\RZ-7778 Template_CONTEXT_MAP jhelmrich 8/19/2025



BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO. 26-20RZ**

RESOLUTION AMENDING ZONING CLASSIFCATION OF PROPERTY FROM AN A-C AGRICULTURAL DISTRICT TO AN MPUD MASTER PLANNED UNIT DEVELOPMENT DISTRICT AS DESCRIBED IN REZONING PETITION NO. 7778

WHEREAS, the Board of County Commissioners of Pasco County, after due public notice, held a public hearing on January 20th, 2026 on Rezoning Application No. 7778; and

WHEREAS, the Board of County Commissioners has heard the presentation and evidence of the applicant and individuals in opposition to and in favor of the application; and

WHEREAS, the Board of County Commissioners has reviewed the report and recommendations of the Planning Commission and the recommendation of the County staff and does hereby adopt the following findings of fact:

FINDINGS OF FACT

1. Proposed is a rezoning request from an A-C Agricultural District to an MPUD Master Planned Unit Development to allow for the maximum development of 290 multi-family dwelling units and 50,000 square feet of commercial and medical office uses and associated infrastructure on approximately 15.36 acres.

2. The subject property is located within the South Market Area, Commission District 3.

3. This project will be paying a proportionate share for the signalization of SR 54 and the project entrance that will be shared with the Mitchell SJP MPUD.

4. The Live Local provision was voluntarily agreed to by the applicant and incorporated within the Conditions of Approval.

5. There is a companion Comprehensive Plan Amendment, CPA23(16) in the name of Blackwell Mixed-Use PD to establish the PD (Planned Development) and create Subarea Policy FLU 7.1.80, to be identified on Subarea Map 2-9(80).

6. On December 11th, 2025, the proposed rezoning was presented to the Planning Commission (PC). The PC unanimously recommended approval to the Board of County Commissioners (BCC) of the Blackwell MF & Office Complex MPUD with conditions.

7. LDC Section 402.2.C.8 specifies that variations from this Code may be reviewed and approved by the PC and BCC during the public hearing held on any application for an MPUD zoning amendment. Variations shall be allowed where the BCC specifically finds, in the particular case, that the proposed variation meets or exceeds the intent of the Code.

a. The applicant requests a variation from LDC section 901, Infrastructure Standards, specifically 901.6.D.11, Continuation of Existing Street Pattern and Street Access to Adjoining Property, as to not provide vehicular connections north or west of the subject property. A vehicular connection north of the property has been made infeasible by existing ponds and wetland networks, while a vehicular connection west of the subject property has been made infeasible by the building orientation of an existing non-residential user.

8. The proposed request is consistent with the Pasco County LDC, Chapter 400, Subsection 402.2 Zoning Amendment - MPUD Master Planned Unit Development, and with the applicable provisions of the Pasco County Comprehensive Plan. Further, the Board finds that the proposed variation from LDC Section 901 referenced above meets or exceeds the intent of the Code.

WHEREAS, the Board of County Commissioners has taken into consideration other factors relevant to the decision as to whether the rezoning request should be approved for the subject property.

WHEREAS, a description of the real property is attached hereto as Exhibit A and is made part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled with a quorum present and voting, this 20th

day of January, 2026 that the rezoning petition of Blackwell MF & Office Complex MPUD Master Planned Unit Development is hereby approved, subject to the conditions and master plan for the Blackwell MF & Office Complex MPUD as set forth in Exhibits B and C attached hereto and made part hereof.

DONE AND RESOLVED this 20th day of January 2026.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
PASCO COUNTY, FLORIDA

ATTEST:

_____
NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

_____
Jack Mariano, CHAIRMAN

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA; THENCE SOUTH 89°06'46" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 26 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA, FOR 419.88 FEET TO THE NORTHWEST CORNER OF WEST PASCO INDUSTRIAL PARK, PHASE II UNIT 3, AS RECORDED IN PLAT BOOK 45, PAGE 55 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE LEAVING SAID NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 29, SOUTH 00°12'36" WEST, ALONG THE WEST LINE OF SAID WEST PASCO INDUSTRIAL PARK, PHASE II UNIT 3, FOR 1322.86 FEET TO THE SOUTHWEST CORNER OF SAID WEST PASCO INDUSTRIAL PARK, PHASE II UNIT 3, SAME BEING THE POINT OF INTERSECTION WITH THE NORTH LINE OF WEST PASCO INDUSTRIAL PARK - PHASE III, AS RECORDED IN PLAT BOOK 45, PAGE 58 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE LEAVING SAID WEST LINE OF WEST PASCO INDUSTRIAL PARK, PHASE II UNIT 3, NORTH 89°06'38" WEST, ALONG SAID NORTH LINE OF WEST PASCO INDUSTRIAL PARK - PHASE III, FOR 419.40 FEET TO THE NORTHWEST CORNER OF SAID WEST PASCO INDUSTRIAL PARK - PHASE III, SAME ALSO BEING THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 30; THENCE LEAVING SAID NORTH LINE OF WEST PASCO INDUSTRIAL PARK - PHASE III, NORTH 89°00'50" WEST, ALONG THE NORTH LINE OF THE SOUTH 3/4 OF SAID SECTION 30, SAME BEING THE NORTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1506, PAGE 713 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, FOR 2414.46 FEET TO THE NORTHWEST CORNER OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1506, PAGE 713, SAME BEING THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE OF THE SOUTH 3/4 OF SECTION 30, SOUTH 00°11'33" WEST, ALONG THE WEST LINE OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1506, PAGE 713 AND THE WEST LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 6041, PAGE 1184 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, RESPECTIVELY, FOR 1284.71 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54, ACCORDING TO OFFICIAL RECORDS BOOK 4413, PAGE 430 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SAME BEING THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY; THENCE LEAVING SAID WEST LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 6041, PAGE 1184, NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY OF STATE ROAD 54, ACCORDING TO OFFICIAL RECORDS BOOK 4413, PAGE 430, SAME BEING ALONG THE ARC OF SAID CURVE, WITH A RADIAL BEARING OF NORTH 26°58'40" EAST, HAVING A RADIUS OF 1785.19 FEET, A CENTRAL ANGLE OF 16°52'25", AN ARC LENGTH OF 525.74 FEET, AND A CHORD BEARING NORTH 54°35'08" WEST FOR 523.84 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54, ACCORDING TO THAT CERTAIN STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP PREPARED BY THE GENESIS GROUP INC., WORK PROGRAM ITEM/SEGMENT 256336 1, DATED 4/15/99, SAME BEING THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH 44°29'20" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54, ACCORDING TO THAT CERTAIN STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP PREPARED BY THE GENESIS GROUP, INC., WORK PROGRAM ITEM/SEGMENT 256336 1, DATED 4/15/99, FOR 280.25 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 6142, PAGE 1332 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE NORTH 00°11'33" EAST, ALONG SAID EAST LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 6142, PAGE 1332 AND THE EAST LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 6873, PAGE 1817 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, RESPECTIVELY, FOR 791.98 FEET TO THE POINT OF INTERSECTION WITH SAID NORTH LINE OF THE SOUTH 3/4 OF SECTION 30; THENCE LEAVING SAID EAST LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 6873, PAGE 1817, SOUTH 89°00'50" EAST, ALONG SAID NORTH LINE OF THE SOUTH 3/4 OF SECTION 30, FOR 625.06 FEET TO THE POINT OF BEGINNING.

BOUNDARY AND TOPOGRAPHIC SURVEY

Imaged As Is

PROJECT NUMBER: 15151
FILE: 15151-TW.DWG
CHECKED BY: TW/DTV
SHEET NO. 1 OF 1

DAVRIS, INC.
CERTIFICATE OF AUTHORIZATION # 7968
5830 Nebraska Ave.
New Port Richey, FL 34652
Phone: (727) 232-3800
Website: www.davrisinc.com
Email: tw@davrisinc.com

TYPE OF SURVEY: BOUNDARY AND TOPOGRAPHIC
DATE OF SURVEY: AUGUST 22, 2023
CERTIFIED TO: 5415, INC.

REVISION: SWFWMD COMMENTS (10-30-23)
SWFWMD COMMENTS (10-19-23)

9. THIS SURVEY IS NON-TRANSFERABLE.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA; THENCE SOUTH 89°06'46" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 26 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA, FOR 419.88 FEET TO THE NORTHWEST CORNER OF WEST PASCO INDUSTRIAL PARK, PHASE II UNIT 3, AS RECORDED IN PLAT BOOK 45, PAGE 55 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE LEAVING SAID NORTH LINE OF THE NORTHWEST 1/4, SOUTH 00°12'36" WEST, ALONG THE NORTHWEST CORNER OF WEST PASCO INDUSTRIAL PARK, PHASE II UNIT 3, AS RECORDED IN PLAT BOOK 45, PAGE 58 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, FOR 1322.86 FEET TO THE SOUTHWEST CORNER OF SAID WEST PASCO INDUSTRIAL PARK, PHASE II UNIT 3, SAME BEING THE POINT OF INTERSECTION WITH THE NORTH LINE OF WEST PASCO INDUSTRIAL PARK – PHASE III, AS RECORDED IN PLAT BOOK 45, PAGE 58 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE LEAVING SAID WEST LINE OF WEST PASCO INDUSTRIAL PARK, PHASE II UNIT 3, NORTH 89°06'38" WEST, ALONG SAID NORTH LINE OF WEST PASCO INDUSTRIAL PARK – PHASE III, FOR 419.40 FEET TO THE NORTHWEST CORNER OF SAID WEST PASCO INDUSTRIAL PARK – PHASE III, SAME ALSO BEING THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 30; THENCE LEAVING SAID NORTH LINE OF WEST PASCO INDUSTRIAL PARK – PHASE III, NORTH 89°00'50" WEST, ALONG THE NORTH LINE OF THE SOUTH 3/4 OF SAID SECTION 30, SAME BEING THE NORTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1506, PAGE 713 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, FOR 2414.46 FEET TO THE NORTHWEST CORNER OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1506, PAGE 713, SAME BEING THE **POINT OF BEGINNING**; THENCE LEAVING SAID NORTH LINE OF THE SOUTH 3/4 OF SAID SECTION 30, SOUTH 00°11'33" WEST, ALONG THE WEST LINE OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1506, PAGE 713 AND THE WEST LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 6041, PAGE 1184 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, RESPECTIVELY, FOR 1284.71 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54, ACCORDING TO OFFICIAL RECORDS BOOK 4413, PAGE 430 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SAME BEING THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY; THENCE LEAVING SAID WEST LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 6041, PAGE 1184, SAME BEING ALONG THE ARC OF SAID CURVE, WITH A RADIAL BEARING A RADIUS OF 1785.19 FEET, A CENTRAL ANGLE OF 16°52'25", AN ARC LENGTH OF 525.74 FEET, AND A CHORD BEARING NORTH 54°35'08" WEST FOR 523.84 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54, ACCORDING TO THAT CERTAIN STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP PREPARED BY THE GENESIS GROUP INC., WORK PROGRAM ITEM/SEGMENT 256336 1, DATED 4/15/99, SAME BEING THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH 44°29'20" WEST, CONTINUING ALONG SAID

EXHIBIT B

CONDITIONS OF APPROVAL

Blackwell MF & Office Complex
MASTER PLANNED UNIT DEVELOPMENT
CONDITIONS OF APPROVAL
REZONING PETITION NO. 7778

Master Development Plans

1. Development shall be in accordance with the plans and information submitted on July 2025; the Land Development Code (LDC); and the Comprehensive Plan unless otherwise stipulated or modified herein.

2. Development shall substantially conform to the MPUD Master Plan attached as Exhibit "C". The County Administrator or designee is hereby delegated authority to interpret and apply the MPUD Master Plan to the PDP/PSP/Construction Plans for each phase or parcel, provided the substantive intent and purpose of the MPUD Master Plan is achieved. So long as the PDP/PSP/Construction Plans are deemed in substantial conformance with the MPUD Master Plan, a non-substantial or a substantial modification is not required. However, if the PDP/PSP/Construction Plans materially deviate from the MPUD Master Plan, as determined by the County Administrator or designee, a substantial modification to this MPUD shall be required.

Instructions

3. The developer(s) shall submit, within 45 days of the BCC approval, or prior to the first preliminary development plan (PDP)/preliminary site plan (PSP) submittal, whichever occurs first, one electronic copy of the Master Plan with any additional revisions as noted below to the Planning, Development, and Economic Growth Department (PDE), for review and approval. Without the submittal and approval of the revised MPUD plans, PDPs (PDP)/preliminary site plan (PSP)s will not be accepted for review.

Environmental

4. A copy of the Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit (ERP) shall be submitted to Pasco County project record prior to the issuance of the site development placard.

5. The applicant shall provide a 100% gopher tortoise burrow survey conducted according to FFWCC guidelines at the time of site development submittal. If potentially occupied burrows are found, the FFWCC gopher tortoise relocation permit and FFWCC accepted after action report prior to issuance of site development placard. If site construction does not commence within 90 days from the date of the most recent 100% gopher tortoise survey or capture activities, a new gopher tortoise burrow survey must be completed to ensure gopher tortoises have not moved in and, if found, a valid permit must be obtained, amended, or acted on to capture and relocate all tortoises prior to commencing any site clearing.

6. If during construction activities any evidence of the presence of State or Federally protected plant and/or animal species is discovered, Pasco County and applicable agencies shall be notified within two working days of the plant and/or animal species found on the site. All work in the affected area shall come to an immediate stop until all pertinent permits have been obtained, agency written authorization to commence activities has been given, or unless compliance with state and federal guidelines can be demonstrated.

7. Suitable foraging habitat for the Southeastern American Kestrel was observed within the project area. The FFWCC survey window is April through August. The applicant shall abide by current FFWCC permitting guidelines, conduct required surveys according to these guidelines and provide documentation from FFWCC that they are in conformance with the guidelines prior to issuance of site development placard.

Open Space/Buffering

8. The developer(s) shall create a mandatory homeowners'/property owners'/condominium owners'/merchants' association in the form of a nonprofit corporation registered with the State of Florida, Secretary of State, and/or, if approved, by the BCC or State of Florida, a Community Development District (CDD). The association(s) or District(s) shall encompass the entire boundaries of the MPUD except for any real property to be conveyed to the County or the District School Board of Pasco County (School Board). The developer(s) shall convey in fee simple to the association(s) or the CDD(s), for ownership and maintenance, open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, preservation/conservation areas, and other special-purpose areas unless the said area(s) is/are required to be dedicated to another governmental entity. Recreation areas and neighborhood parks shall be conveyed to the association(s) as well, but only to the CDD(s) if such special power, pursuant to Section 190.012(2), Florida Statutes, is consented to by the County. All such conveyances shall be for a value that does not exceed the fair market value of the land. Prior to platting the first unit or phase, homeowners'/property owners'/condominium owners'/merchants' association(s) or CDD documents, including Articles of Incorporation with proof of being filed with the State of Florida, Secretary of State, restrictive covenants, and all exhibits shall be submitted to the Survey Department for review along with copies of instruments to be used to convey in fee simple the above-mentioned areas to the said association or the CDD. Impact fee credits for improvements or dedications shall go to the association or the CDD that funded such improvements as applicable.

9. Except for those specific neighborhood park attributes depicted on the Blackwell MPUD Master Plan, specific review and approval of the neighborhood parks will be conducted at PDP/PSPs submittal. At the time of the PDP/PSPs submittal, a park plan shall be provided, which shall depict the location, acreage, dimension, type (mini park, neighborhood park, linear park, trails, etc.), and planned amenities of each neighborhood park area in accordance with the compliance of current LDC 905.1.

10. The developer/builder shall provide the appropriate number of trees pursuant to Table 905.2-C located in the LDC, Sections 905.2.D.1.a., and 905.2.D(1), If the developer/builder is unable to provide the appropriate number of trees due to easement(s) or other constraints as determined by the County Administrator or designee, then the

developer/builder may plant the tree(s) in common area(s). If trees are proposed to be moved to a location within any County rights-of-way, a Street Tree Plan submittal and review per LDC requirements will be necessary. If common area is not available, then the developer/builder shall pay into the tree mitigation fund at the rate established by resolution of the BCC (Resolution 08-284), as amended.

Transportation/Circulation

11. The Timing and Phasing Analysis submitted by the applicant assumes the following land uses: 20,000 sf Commercial uses, 30,000 sf Medical Offices, and 290 multiple-family dwelling units (apartments). Any development of land use(s) that generate(s) greater traffic impacts than those assumed shall require an updated Timing and Phasing Analysis utilizing a methodology approved by the County. A revised analysis will be submitted at the time of PSP/PDP. The PC, BCC, or County Administrator or designee, may impose additional conditions on the applicant or developer based on the updated County-approved Timing and Phasing Analysis.

12. The entire project must be platted, or if platting is not required, all building permits must be issued prior to the expiration of this MPUD, which is six (6) years from original approval or six (6) years from the latest substantial modification approval, or an updated Timing and Phasing Analysis utilizing a methodology approved by Pasco County shall be required. Additional conditions based upon the updated Timing and Phasing Analysis may be imposed by the County.

13. The applicant has provided a shared parking analysis consistent with 907.1.G.1 and the applicant/developer and any successors shall demonstrate compliance with LDC Section 907.1.G.2,3, and 4, at time of each PSP/PDP submittal.

Access Management

14. The access points shown on the master plan are conceptual only; with the exception of the FDOT signalized project entrance as illustrated by the MPUD Master Plan. Permanent placement of each access point shall be determined at the time of review with the corresponding PSP/PDP and shall meet established access-management criteria, in addition to the MPUD Master Plans general area and quantity. Based on the corresponding PSP/PDP, County Administrator, or designee, may impose additional conditions on the applicant/developer.

15. At each PDP/PSP approval, the County Engineer, or designee, may also require site-specific internal or external intersection improvements. Intersection improvements shall be in accordance with the LDC and Access Management Standards as amended.

16. Unless otherwise determined at the time of PSP/PDP review through the appropriate review and approval process pursuant to the LDC, access to any commercial out-parcels shall be provided from internal drives or parking areas.

17. A signal along State Road 54, located at the project entrance, has been identified as required and essential to this development. Prior to the final engineering inspection of the

first phase of development, the applicant/developer shall contribute their proportionate fair share of the total signal cost (inclusive of design, permitting, and construction of the signal) based on the project's percentage of total traffic volume at the project's entrance. The required proportionate share payment shall not be mobility fee creditable.

Dedication of Right-of-Way

18. Street connections and rights-of-way to adjoining areas shall be provided to give access to such areas and/or to provide for proper traffic circulation as determined necessary at the time of PDP approval; notwithstanding, the LDC Section 901.6 variation requests are subject to approval by the Board of County Commissioners.

19. In the case of private streets, and any amenities within those rights-of-way such as paths, trails, sidewalks, and any other non-vehicular accessways, dedication and maintenance shall be the responsibility of the mandatory homeowners'/property owners'/condominium owners'/merchants' association(s) or an appropriate entity other than the County. Pasco County will not be responsible for the maintenance of any private streets or private access amenities.

20. Subject to the provisions of the LDC, Section 901.2.I. (Transportation-Corridor Management; Dedication-Rough Proportionality), the developer(s) shall convey, at no cost to the County, the required amount of right-of-way to achieve 125 feet of right-of-way from the centerline of construction of State Road 54 (Pasco County Corridor Preservation Table as amended, located in the Comprehensive Plan, Transportation Element, for arterial/collector and major intersection right-of-way requirements).
In addition, the developer shall, at no cost to Pasco County, design, construct, provide, and obtain any and all permits required by any local, State, or Federal agency for appropriate and sufficient drainage/retention, wetland, and floodplain mitigation facilities on the developer's property or at another site acceptable to the County to mitigate all impacts associated with the initial and future planned roadway; i.e., in the current County Comprehensive Plan Transportation Element or Metropolitan Planning Organization Long-Range Plan, improvements of State Road 54 within or adjacent to the boundaries of the developer's property including, but not limited to, mitigation for initial and future lanes of travel, shoulders, frontage roads, sidewalks, multimodal paths, medians, permanent slope easements (once grade of roadway is set) and other roadway appurtenances. The required drainage/retention, wetland, and floodplain mitigation facilities shall be determined at the time of stormwater-management plan review for the portion(s) of the project adjacent to State Road 54, and this paragraph of this condition shall expire after such stormwater-management plans have been approved, unless such facilities are required pursuant to a development agreement approved pursuant to the LDC, Section 406.3. All stormwater-management plans, reports, or calculations for the developer's project shall include a detailed scope of design and permitting parameters and a signed and sealed certification that such plans, reports, or calculations comply with this condition.

21. To the extent that any of the conditions of this approval constitute monetary or property exactions that are subject to *Nollan v. California Coastal Comm'n*, 483 U.S. 825 (1987), and *Dolan v. City of Tigard*, 512 U.S 374 (1994), the applicant/owner, and successors and assigns (a), agrees that there is a nexus and rough proportionality between such

conditions and the impacts of this project/development, and that such conditions are necessary to ensure compliance with the criteria of the LDC and Comprehensive Plan that are applicable to this approval, and (b) waives any claims based on such conditions. This agreement/waiver was entered into voluntarily, in good faith, for valuable consideration, and with an opportunity to consult legal counsel, but does not affect the applicant/owner's ability to seek variances, administrative remedies, or modifications of the conditions of this approval through applicable processes in the LDC, and does not affect the applicant/owner's ability to bring an action pursuant to Section 70.45, Florida Statutes.

Design/Construction Specifications

22. If, during construction activities, any evidence of historic resources including, but not limited to, human burial sites such as Indian mounds, lost historic and aboriginal cemeteries, or other unmarked burials or associated artifacts, original or historic pottery, prehistoric stone tools, bone or shell tools, historic trash pits, or historic building foundation, are discovered, work shall come to an immediate stop, and the Florida Department of Historic Resources (State Historic Preservation Officer) and Pasco County shall be notified within two working days of the resources found on the site. Additionally, should any human burial sites such as Indian mounds, lost historic and aboriginal cemeteries, or other unmarked burials or associated artifacts be found, then the provisions and guidelines set forth in Chapter 872.05, FS (Florida's Unmarked Burial Law) are to be followed.

23. If the property to the east has an approved PDP/PSP or is built-out, then prior to PDP/PSP submittal for Blackwell MF and Office Complex MPUD, the developer shall supply evidence that they have coordinated with the developer(s) and engineer(s)/surveyor(s) of the adjoining parcels to identify and provide the location of the required interconnecting roadway. The following information shall be shown on all PDPs/PSPs and construction plans/construction site plans that include or abut the interconnecting roadway: Cross-access connection into the property directly east to provide a seamless continuation of this road at property lines.

24. The developers shall comply with the County and Pasco County Public Transportation requirements to accommodate mass transit service to and within the project if service is available or planned at the time of preliminary plan/preliminary site plan approval. A detailed description of the overall transit accommodations plan shall include, but is not limited to, a proposed ingress and egress route for buses and bus stops proposed to service the project including, but not limited to, benches, shelters, lighting, pedestrian walkways, landscaping, and placement as required by the County or Pasco County Public Transportation. The developers shall submit the detailed description of the overall transit accommodations plan to PDE for review and approval prior to or concurrent with the PDP/PSP of the first unit or phase within the development. Approval of the detailed description of the overall transit-accommodations plan is subject to Pasco County Public Transportation review and approval in accordance with the Pasco County Public Transportation *Transit Infrastructure Guidelines* (June 2005), as may be amended from time to time, or any subsequent ordinance adopted by Pasco County. The developers shall include and show on any PDP/PSP submittal the approved transit-accommodation

facilities, which shall be constructed with the infrastructure improvements of each affected preliminary plan/preliminary site plan unless an alternative phasing of transit-accommodation-facilities construction is approved with the overall transit-accommodations plan. The applicant/developers and their successors shall not refuse the Pasco County Public Transportation, or any other transit authority, or any of its users/patrons access to such facilities.

25. The developer(s) **shall** submit an overall pedestrian/bike path plan to the PDE for approval prior to approval of the first PDP/PSP, which provides a path circulation in accordance with the Pasco County LDC, as amended, or an alternative method acceptable to the PDE, and in compliance with the handicapped provisions of Section 336.045, Florida Statutes, or other applicable law. In the absence of an approved pedestrian/bike path plan, compliance with the LDC is required.

26. All sidewalks, bike paths (not including bike lanes within the pavement of any roadway accepted by the County for maintenance), multi-use trails, and other non-vehicular pathways within the rights-of-way of any roadways within the MPUD shall not be the maintenance responsibility of the County.

Utilities/Water Service/Wastewater Disposal

27. A Master Utility Plan for the entire development may be submitted to the Utilities Department for review and approval prior to or concurrent with submittal of the first construction plan/construction site plan. This utility plan shall show, at a minimum, the following:

    a. Trunk sewer lines and lift stations.

    b. Main potable water lines and non-potable water lines, if applicable.

    c. Sewage treatment facility locations, including discussion of the proposed method of treatment and the feasibility of a non-potable water system for irrigation.

    d. Method of lighting for all nonlocal roads shall be submitted at the time of record plat submittal for each unit or phase.

    e. A Master Utility Plan shall include *AutoCAD* and PDF electronic files and hydraulic analysis for the water, wastewater, and reclaimed water systems and shall be in conformance with the Utilities Services Plan guidelines implemented by the Utilities Services Branch.

28. Prior to the first construction plan/construction site plan approval, the developer(s) shall enter into a Utilities Service Agreement with Florida Governmental Utility Authority.

29. The developer(s) shall construct all water and wastewater facilities within the development to current County or FGUA standards. A complete set of instructions may be obtained from the Utilities Department or FGUA.

30. In the case that Pasco County provides potable water and/or reclaimed water to the subject property the developer(s)/owner(s) and its successors and assigns, agree to the following:

    a. In the event of production failure or shortfall by Tampa Bay Water (TBW), as set forth in Section 3.19 of the Interlocal Agreement creating TBW, and then only for so long as such a production failure or shortfall exists, the developer(s)/ owner(s) shall transfer to the County any and all Water Use Permits or water-use rights the developer(s)/owner(s) may have to use or consume surface or ground water within the subject property, provided that the same are not needed to continue any existing agricultural uses on the subject property, in which case, such transfer shall not be required as long as such agricultural uses are active.

    b. Prior to the developer(s)/owner(s) selling water, Water Use Permits, or water-use rights, the developer(s)/owner(s) shall notify Pasco County, and Pasco County shall have a right of first refusal to purchase such water, Water Use Permits, or water-use rights.

Stormwater

31. The applicant shall contact the SWFWMD Engineering & Watershed Management Section for the latest floodplain study information available for design.

32. At time of the first site development permit, the applicant shall comply with applicable County floodplain management requirements.

33. The applicant shall verify if the proposed project is within a Basin of Special Concern. If the project lies in or partially within a Basin of Special Concern, the applicant shall comply with Basin of Special Concern criteria requirements.

34. All pass-through drainage shall have an access and maintenance easement over it. This easement shall be to Pasco County granting the County the right, but not obligation, to access and maintain.

Land Use

35. The Multiple-Family residential dimensional standards shall be in accordance with regulations for Multiple-Family High Density District (MF-3) per LDC 520.

36. The Commercial and Medical Office dimensional standards are as follows:

    a. **Dimensional Standards for Commercial and Medical Office Uses:**

        (1) Minimum Lot Width of 80 Feet

        (2) Minimum Lot Depth of 110 Feet

(3) Minimum Front-Yard Building Setback of 25 Feet

(4) Minimum Side-Yard Building Setback of 40 Feet per side from residential and 25 feet from commercial or office districts; subject to required landscape buffering and/or landscaping.

(5) Minimum Rear-Yard Setback of 30 Feet from residential uses or 25 feet from commercial or office uses. The applicable side- or rear-yard setback shall be measured from each proposed lot line.

(6) Maximum Height of 55 feet to mid-point of roof for multiple-family and 65 feet for commercial, offices, or retail buildings.

(7) Minimum Lot Area of 8,800 Square Feet

(8) Maximum Lot Coverage of 60 Percent—Principal and Accessory Structure

(9) Land considered for the neighborhood park requirements or used for stormwater retention/detention shall be a minimum of 20 feet from the rear of the applicable structure and a minimum of 15 feet from the side of said structure.

** The average distance between structures, for any building containing more than four units, shall be in accordance with the Florida Fire Prevention Code.

♦ Landscape buffering for side-yard or rear setbacks between outparcels may be reduced to no less than 5 feet subject to compliance with LDC Section 902.2.K.2.b.

37. The Commercial and Medical Office uses shall be in accordance with regulations for C-1 Neighborhood Commercial District per LDC Sections 525.2.A, Principal Uses, to the extent consistency with the MPUD Master Plan and LDC Section 601.9.A are upheld.

38. The total aggregate number of dwelling units for the development shall not exceed 290.

39. The total square footage of the Office and Commercial Complex shall not exceed 30,000 square feet (sf) medical office uses and 20,000 square feet (sf) commercial uses.

40. The architectural features of the non-residential and residential areas of the MPUD shall adhere to Pasco County LDC Chapter 601, Traditional Neighborhood Development (TND), specifically, Section 601.9.A, Building Design Standards. Notwithstanding, adherence to LDC Section 601.9.A does not entitle the development to the TND mobility fee schedule.

41. The landscape buffers are to be located within easements for multiple-family developments and cannot be counted toward the minimum setback requirements. Commercial and office activity is to buffer from the proposed adjacent multiple-family use by substantial compliance with the landscaping depicted on the MPUD Master Plan.

42. Any clubhouse or amenity center shall follow the recreation center development standards in accordance with the C-1 Neighborhood Commercial District.

43. The approved 30,000 square feet of PO-2 Professional Office District Uses may not be exchanged for additional commercial/retail square footage or residential entitlements. The approved 20,000 square feet of C-1 Neighborhood Commercial District Uses may not be exchanged for additional residential entitlements. Of the 4.34 acres required to develop the aforementioned square footage of office and commercial entitlements, no more than 2 gross acres shall be used for the development of the commercial/retail entitlements.

44. The maximum density or square footage set forth above is not a vested right and is subject to reduction based on, or as a result of, applicable County ordinances and resolutions.

45. Parcels may be developed out of numerical sequence and in multiples as long as the parcels being developed do not rely upon infrastructure construction of future parcels.

46. Interim silvicultural and/or agricultural activities shall be permitted until the commencement of development for that portion of the proposed development. Seasonal temporary uses pursuant to Section 530.9 LDC may be allowed with subsequent approval, pursuant to the County's Miscellaneous Permit process for temporary events.

Procedures

47. This MPUD contains land areas that could be construed as being zoned for commercial or mixed-use, and that have been specifically reserved in the MPUD for such uses to ensure that the project provides the benefits of mixed-use development, including but not limited to, adequate employment generation and internal capture of vehicular trips Accordingly, the applicant/developer has committed to, and is hereby requiring, that the permitted uses for such commercial or mixed-use areas shall remain those uses required by these MPUD conditions of approval, notwithstanding any potential contrary requirements in Section 125.01055(7), Florida Statutes. This condition shall be construed as a requirement imposed by the applicant/developer, and not a requirement of the County, to the extent it prevents any use allowed or preempted by Section 125.01055(7), Florida Statutes.

48. The applicant/developer agrees that the applicant/developer and any successors or assigns, are not eligible for the ad valorem tax exemption in Section 196.1978, Florida Statutes, and further agrees the applicant/developer and any successors or assigns will not apply for such an exemption for any portion of the development authorized by this approval.

49. The applicant/developer shall ensure that the property owners' association, merchant's association, apartment management company, CDD, and/or any other similar association or entity required to be established under this MPUD incorporates the minimum tree and architectural requirements in Conditions 10 and 40 into the property owners' association, merchant's association, apartment management company, CDD, and/or any other similar association or entity covenants, conditions, and restrictions and shall ensure that the

property owners' association, merchant's association, apartment management company, CDD, and/or any other similar association or entity is the primary enforcement entity for the tree requirements after the MPUD entitlements have received a final inspection or Certificate of Occupancy, and the only enforcement entity for the architectural requirements. If the County becomes aware of violations of Conditions 10 or 40 the County reserves the right to hold the developer (until the turnover to the property owners' association, merchant's association, apartment management company, CDD, and/or any other similar association or entity) and/or the property owners' association, merchant's association, apartment management company, CDD, and/or any other similar association or entity responsible for violations of the foregoing requirements. This condition shall not be construed as any attempt by the County to enforce architectural requirements in this MPUD; rather, the condition is intended to ensure that the developer and property owners' association, merchant's association, apartment management company, CDD, and/or any other similar association or entity's honor their commitment to privately impose such requirements pursuant to Section 163.3202(5)(c), Florida Statutes.

50. On-street Parking: The property owners' association, merchant's association, apartment management company, CDD, and/or any other similar association or entity required to be established under this MPUD establishes under this MPUD shall include provisions for the management of on-street parking and obstruction of roadways, including without limitation covenants, conditions, and restrictions which require the property owners' association, merchant's association, apartment management company, CDD, and/or any other similar association or other entity required to be established, as applicable, to be the primary enforcement entity for all current or future LDC or Code of Ordinance provisions related to on-street parking and obstruction of roadways, and which require the property owners' association, merchant's association, apartment management company, CDD, and/or any other similar association or other entity , as applicable, to adopt and enforce specific regulations which empower the property owners' association, merchant's association, apartment management company, CDD, and/or any other similar association or other entity Board, as applicable, to adopt, enforce, and otherwise regulate on-street parking and obstruction of roadways within the subdivision, which regulations may be more restrictive than applicable LDC or Code of Ordinance provisions. Such regulations shall specifically include the authority for the property owners' association, merchant's association, apartment management company, CDD, and/or any other similar association or other entity to tow vehicles that violate such regulations. Such property owners' association, merchant's association, apartment management company, CDD, and/or any other similar association or other entity enforcement shall include, at a minimum, any obstruction of any roadway in the subdivision that causes interference with the efficient delivery of emergency or law enforcement services and/or vehicles at any time, whether or not emergency services have been requested. This condition, and the applicable property owners' association, merchant's association, apartment management company, CDD, and/or any other similar association or other entity regulations, do not preclude the County from also enforcing applicable LDC or Code of Ordinance provisions relating to on-street parking or obstruction of roadways.

51. Unless required elsewhere within the conditions of approval, all conveyances shall occur at record plat or the issuance of the first CO where a record plat is not required or within 90 days of the County's request, whichever occurs first. All conveyances shall include

access easements, be in a form acceptable to the Real Estate Division, and be free and clear of all liens and encumbrances, including exemption from all covenants and deed restrictions.

52. The developer(s) shall submit and obtain approval of a Substantial Modification to add uses not previously approved or to reduce open-space or preservation/conservation areas. A Substantial Modification is also required if there is a cumulative increase in density or intensity of ten percent or more in the number of average daily trips as defined by the Institute of Traffic Engineers and the Pasco County Access Management Team.

53. Unless otherwise approved by the Fire Marshal, or designee, the development shall be included into a Pasco County Municipal Fire Service Taxing Unit to provide fire protection. The developer(s) shall submit a petition for inclusion into the Pasco County Municipal Fire Service Taxing Unit at the time of record plat submission, or when no plat is required, prior to the issuance of the first Building Permit. In no case shall a Building Permit be issued until the Fire Marshal, or designee has received such a petition.

54. A PDP/PSP must be approved for an entire increment (bubble) prior to any phased construction plan/construction site plan approval. An increase in dwelling units within increments is allowed without modification to the master plan as long as there is a corresponding decrease and the total maximum number of entitlements is not increased as approved for the MPUD. A PSP must also be approved for each multiple-family (non-fee simple) or commercial increment in its entirety prior to any phased construction site plan approval.

55. PDP/PSP submittals shall include a detailed breakdown of the individual plan approvals, including the plan name and increment or phase designation as it relates to the Master Development Plan, acreage of the site, total number of units, or gross floor area ratio of commercial space which have received PDP/PSP approval, construction plan/construction site plan approval, and/or record plat approval.

56. If a PDP/PSP for the entire MPUD is not submitted and approved within six (6) years of the original MPUD rezoning approval or six (6) years from the last substantial modification approval (subject to any statutory or County-wide extensions issued subsequent to the approval of these revised conditions of approval), the conditions of approval for those portions of the MPUD that do not have (unexpired) PDP or PSP approval shall expire. If the MPUD expires, a new MPUD must be applied for and approved by the BCC, and the conditions of approval shall be in accordance with the Comprehensive Plan and LDC in effect at that time.

57. An extension of the time limit for approval as identified above shall be processed as a substantial modification approved by the BCC.

58. In addition to complying with the above conditions, no further plan approvals will be granted until such time as the acknowledgment portion of the **BCC approved document** is completed (including notarization) and received by the PDE after the BCC action.

59. All conditions of this MPUD approval are material to the BCC approval. Accordingly, the conditions are not severable. In the event any section, subsection, sentence, clause, or provision of these conditions or the rezoning resolution is challenged and declared illegal, invalid, or in violation of any statutory or constitutional requirement by a body with jurisdiction to make such determination, the remainder of the conditions and MPUD approval shall be suspended until such time that the BCC modifies the MPUD conditions of approval to address the illegal or invalid provision, provided that such suspension shall not exceed nine months in duration. However, such determination shall not affect the validity of 1) MPUD entitlements that have received plat, Building Permit, or CO approval; or 2) any MPUD mitigation committed to or performed as of the date the determination is made, unless such approvals or mitigation are specifically declared to be illegal, invalid, or unenforceable. Requests for BCC-approved modifications to the MPUD or the MPUD conditions of approval shall not be considered challenges and decisions by the BCC regarding any modification or the like shall not have the effect of suspending the conditions and the MPUD approval under any circumstances.

60. If the corresponding PD (Planned Development) Land Use Classification change is found not to be in compliance by the Florida Department of Commerce (Florida Commerce) or otherwise successfully challenged by a third party, this MPUD shall be null and void.

61. This MPUD shall not be effective until the corresponding PD (Planned Development) Land Use Classification change is effective.

[OWNER/DEVELOPER ACKNOWLEDGEMENT TO FOLLOW]

OWNER/DEVELOPER ACKNOWLEDGMENT:

The owner/developer acknowledges that they have read, understood, and accepted the above-listed conditions of approval. **Do not sign this document until a final disposition from the BCC regarding this Petition has been received.**

5415 INC
6915 State Road 54
New Port Richey, FL 34653-6023

_____ _____
Date Signature

_____
Print Name

_____
Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date), by _____(name of corporation acknowledging) a _____ (State or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

Seal:

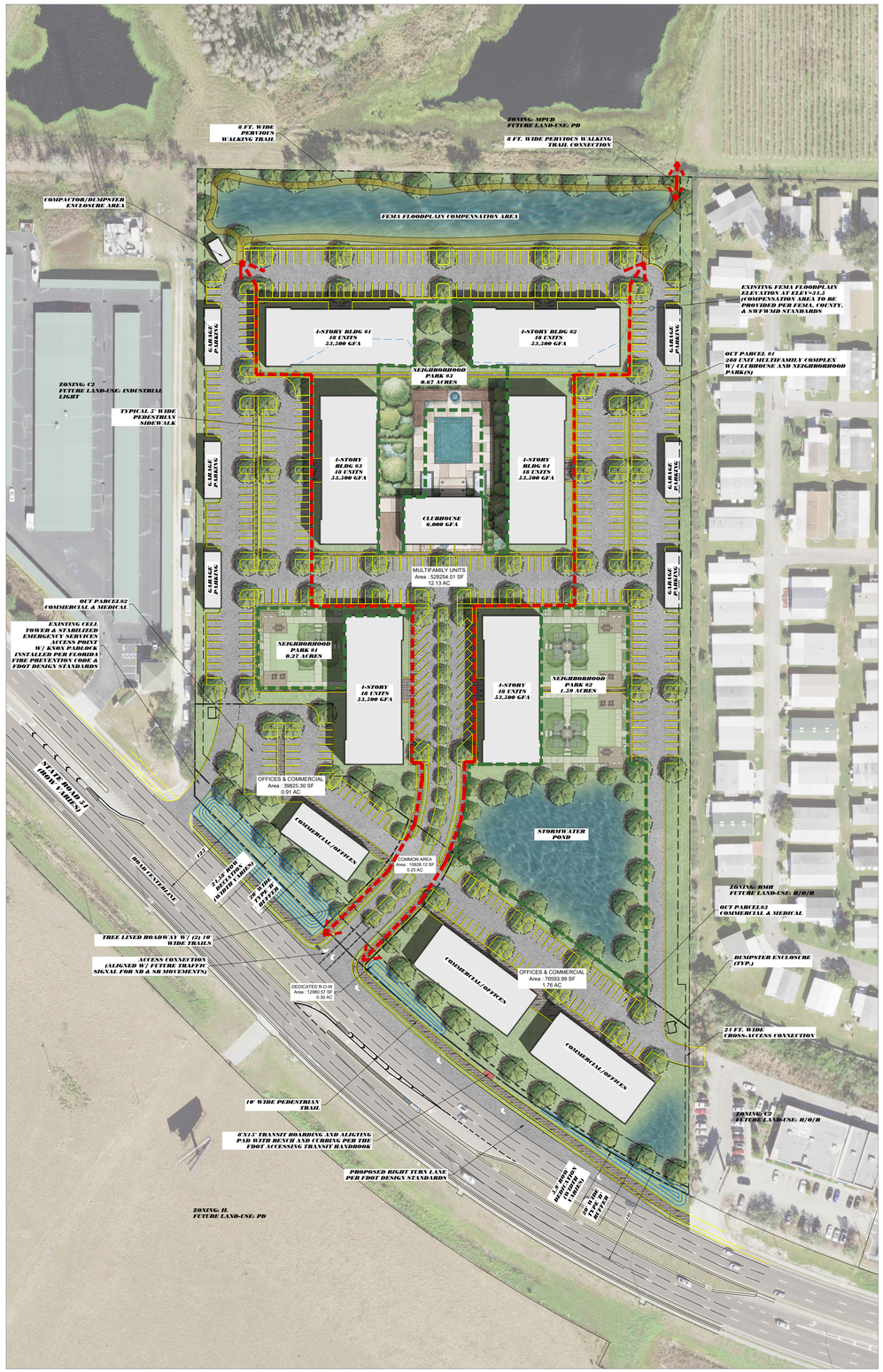
_____
NOTARY

EXHIBIT C

MASTER PLAN

WETLAND LINE TABLE		
LINE	*LENGTH*	*BEARING*
W.1	74.67'	S89°05'43"E
W.2	85.18'	S61°44'01"W
W.3	41.60'	N00°01'36"E
W.4	22.43'	N89°01'43"W
W.5	26.35'	S00°24'05"E
W.6	19.03'	N84°19'29"W
W.7	71.34'	S15°29'34"W
W.8	25.40'	S69°11'03"W
W.9	15.24'	N47°30'57"W
W.10	27.72'	N75°54'41"W
W.11	65.48'	N19°04'33"E
W.12	35.40'	N43°08'27"W
W.13	101.85'	S89°05'43"E
W.14	95.55'	N00°11'05"E
W.15	12.01'	N30°11'04"W
W.16	43.64'	N30°11'04"W
W.17	77.68'	N23°47'30"W
W.18	60.03'	N00°50'04"E
W.19	93.36'	N15°17'48"E
W.20	23.14'	N78°26'27"E
W.21	11.58'	N78°26'27"E
W.22	276.53'	S00°11'05"W

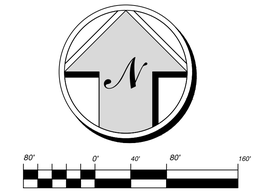
WETLAND COORDINATE TABLE PER SWFWMD PEERMIT #42047391.000		
WETLAND POINT	*NORTHING*	*EASTING*
A--10	1405529.78	449180.05
A--11	1405489.45	449105.05
B--1	1405428.29	449634.75
B--2	1405435.04	449607.87
B--3	1405496.73	449629.81
B--4	1405522.57	449605.60
B--5	1405520.84	449707.53
B--6	1405493.89	449707.72
B--7	1405495.77	449688.79
B--8	1405427.02	449669.73
B--9	1405417.99	449645.99
C--50	1404605.29	449715.67
C--51	1404600.65	449693.00
C--52	1404510.58	449668.37
C--53	1404450.56	449667.49
C--54	1404379.19	449698.15
C--55	1404341.46	449720.09



LEGEND

PEDESTRIAN ROUTE

NEIGHBORHOOD PARK AREA



SCALE: 1"= 80'
GRAPHIC SCALE

CONCEPTUAL SITE DATA NOTES:

1. OWNER & DEVELOPER(S): 5415, INC
GARY BLACKWELL, II
6915 STATE ROAD 54
NEW PORT RICHEY, FL 34653
P: 727-457-8133
E: BLACKWELLINVESTMENTS@TAMPABAY.RR.COM

MIDDLE STREET PARTNERS, LLC
ALEX GULUZIAN, VP OF DEVELOPMENT
1529 NORTH A STREET, SUITE 8
TAMPA, FL 33606
P: 813-453-7359
E: AGULUZIAN@MIDDLESTREET.COM

2. CIVIL CONSULTING FIRM: ARL DESIGN GROUP, LLC
PROJECT MANAGER: RICHARD J. MARCEL
RICHARD MARCEL OR LARRY HARRIS, P.E.
8209 STATE ROAD 52
HUDSON, FL 34667
P: 727.488.1002
E: RICK@ARLDESIGN.NET

3. TRANSPORTATION CONSULTANT: ELIZABETH RODRIGUEZ & ASSOCIATES, INC.
ELIZABETH RODRIGUEZ
LIBBYTRAFFIC@YAHOO.COM
813.545.3316

4. SURVEYOR: DAVRIS SURVEYING & MAPPING
DAVE YORK
5830 NEBRASKA AVENUE
NEW PORT RICHEY, FL 34652
WWW.DAVRISINC.COM
727.232.3800

5. ENVIRONMENTAL CONSULTANT: ECOLOGICAL CONSULTANTS, INC.
DONALD RICHARDSON, PHD
7301 SUMMERBRIDGE DRIVE
TAMPA, FL 33634
DON@FLORIDASCRUB.COM
813.545.3316

6. PARCEL INFORMATION:
PARCEL ID NO.: 30 26 17 0000 00600 0000
PARCEL LOCATION: STATE ROAD 54
NEW PORT RICHEY, FL 34655
(0.38 MILE WEST OF DUCK SLOUGH BOULEVARD)
TOTAL SITE AREA: 15.36 ACRES (668,903.7 SF)
EXISTING ZONING: AGRICULTURE (AC)
EXISTING FUTURE LAND-USE: COMMERCIAL
FLU 8.1.2 - MARKET AREA: SOUTH
FLU 7.1.31 - SUBAREA: BLACKWELL MIXED-USE PD SUBAREA (COMPPL-2023-00016)
FLOOD ZONE DESIGNATIONS: 'AE' (ELEV=34.5) & 'X' MAP #12101C0360F (09/26/2014)
PASCO COUNTY HURRICANE EVACUATION ZONE: NONE

WETLANDS EXISTING/PROPOSED:
SWFWMD DELINEATION APPLICATION #877708

AREA:	TYPE:	EXIST. SIZE:	PROPOSED SIZE:
'A'	[1] N/A		
'B'	MANMADE	0.15 ACRES	0.00 ACRES
'C'	UNCLASSIFIED	0.27 ACRES	0.00 ACRES

(1) Determined by SWFWMD low spot onsite and not a wetland.
(2) The wetland categories shown are conceptual until finalized by Pasco County Natural Resources.

7. LAND-USE TABULATION:
PROPOSED ZONING MODIFICATION: MPUD
PROPOSED FUTURE LAND-USE AMENDMENT: PLANNED DEVELOPMENT
PROPOSED LAND-USE: OUTPARCEL #1: 290 MULTIFAMILY DWELLING UNITS (MF-3)
OUTPARCELS #2 & 3: 50,000 SF OF COMMERCIAL (C-1) & PROFESSIONAL OFFICES (PO-2)

8. PROPOSED PARCELS:
MULTIFAMILY PARCEL (OUTPARCEL #1): 12.13 ACRES
COMMERCIAL, MEDICAL, OR PROFESSIONAL OFFICES (OUTPARCEL #2): 0.91 ACRES
COMMERCIAL, MEDICAL, OR PROFESSIONAL OFFICES (OUTPARCEL #3): 1.76 ACRES
COMMON AREA (OUTPARCEL #4): 0.25 ACRES
TOTAL SITE AREA: *15.05 ACRES
*RIGHT-OF-WAY DEDICATION: 0.30 ACRE

9. SURROUNDING ZONING:

NORTH:	SOUTH:
PARCEL: 30-26-17-0000-00200-0030	STATE ROAD 52 PARCEL: 30-26-17-0000-29900-1030
OWNER: SR2 LLC	OWNER: FDOT
ZONING: MPUD	ZONING: AGRICULTURE
FUTURE LAND-USE: PD	FUTURE LAND-USE: INDUSTRIAL
WEST:	**EAST:**
PARCEL: 30-26-17-0000-00100-0022 CBW STORAGE ENTERPRISES INC C/O TRINITY TOWERS STORAGE10409 STATE ROAD 54	30-26-17-0000-00500-0000 OWNER: MHC COUNTRY PLACE LLC C/O DUFF & PHELPS, A KROLL BUSINESS ZONING: RMH FUTURE LAND-USE: R/O/R
ZONING: COMMERCIAL (C2)	& 30-26-17-0000-00500-0000
FUTURE LAND-USE: INDUSTRIAL	OWNER: ALGIL REALTY CO LLC ZONING: COMMERCIAL (C1) FUTURE LAND-USE: R/O/R

10. FLU A-6 - DENSITY CALCULATION (PARCEL #1):
THE COM (COMMERCIAL) FUTURE LAND USE CLASSIFICATION SHALL BE LIMITED TO A MAXIMUM DENSITY OF 24 UNITS PER ACRE.
ALLOWABLE DENSITY: (12.13 ACRES X 24 UNITS/ACRE) = 291 UNITS MAX.
REQUEST: 290 DWELLING UNITS

11. FLU A-6 - PROPOSED INTENSITY: RETAIL AND COMMERCIAL BUILDINGS SHALL NOT EXCEED A FLOOR AREA RATIO OF 3.0 WITHIN THE URBAN SERVICE AREA.

12. NEIGHBORHOOD PARK - MULTIFAMILY (LDC 905.1):
PROPOSED LAND-USE: 290 MULTIFAMILY DWELLING UNITS
THERE SHALL BE ON ACRE OF LAND FOR EVERY 26 TO 100 DWELLING UNITS PLUS 1/100 OF ONE ACRE FOR EACH ADDITIONAL DWELLING UNIT OVER 100.

REQUIRED: 100 UNITS = 1.00 ACRE
190 UNITS = 1.90 ACRES
2.90 ACRES

*PROVIDED: 2.53 ACRES
*REDUCTION REQUEST: 13%

13. PARKING CALCULATIONS PER LDC 907.1.E:
A. OUTPARCEL #1 - MULTIFAMILY:
THERE SHALL BE TWO (2) SPACES PER UNIT PLUS 0.25 SPACES PER UNIT FOR VISITORS.
CLUBHOUSES SHALL HAVE 1 SPACE PER 200 SF OF RECREATION AREA
*REDUCTION REQUEST: FROM 2.0 SPACES/UNIT TO 1.30 SPACES PER UNIT FOR 1-3 BEDROOM UNITS

REQUIRED MULTFAMILY:

REQUIRED CLUBHOUSE: 6,000 SF / 200 SF = 30 SPACES
*290 DU X 1.28 SPACES = 371 SPACES
290 DU X 0.25 SPACES = 73 SPACES
TOTAL = 474 SPACES

PROVIDED: 476 PARKING STALLS MIN.

B. OUTPARCELS #2 & 3:

THERE SHALL BE THREE SPACES PER 300 SF FOR COMMERCIAL
*REQUIRED: 20,000 SF / 400 SF = 50 PARKING STALLS
PROVIDED: 50 PARKING STALLS MIN.
*REDUCTION REQUEST: FROM 1/300 GFA TO 1/400 GFA

THERE SHALL BE THREE SPACES PER 300 SF FOR MEDICAL OR PROFESSIONAL OFFICES
*REQUIRED: 30,000 SF / 400 SF = 75 PARKING STALLS
PROVIDED: 75 PARKING STALLS MIN.
*REDUCTION REQUEST: FROM 1/300 GFA TO 1/400 GFA

14. BUILDING HEIGHT:
-MF-3 (LDC 520.8): THE MAXIMUM BUILDING HEIGHT SHALL NOT EXCEED 65 FEET, EXCEPT WHERE A SPECIAL EXCEPTION HAS BEEN GRANTED OR EXCEPT IN AN URBAN SERVICE AREA WHERE THERE IS NO MAXIMUM BUILDING HEIGHT. HOWEVER, IN NO CASE SHALL THE MAXIMUM HEIGHT EXCEED 120 FEET IN NON-URBAN SERVICE AREAS. FOR EXCEPTIONS, SEE THIS CODE, CHAPTER 500, SUPPLEMENTAL REGULATIONS.
-PO-2 (LDC 524.8): 35-FOOT MAXIMUM, EXCEPT IN AN URBAN SERVICE AREA WHERE THERE IS NO MAXIMUM BUILDING HEIGHT. FOR EXCEPTIONS, SEE THIS CODE, CHAPTER 500, SUPPLEMENTAL REGULATIONS.
-C-1 (LDC 525.8): THE MAXIMUM BUILDING HEIGHT FOR COMMERCIAL USES SHALL BE 35 FEET, EXCEPT IN AN URBAN SERVICE AREA WHERE THERE IS NO MAXIMUM BUILDING HEIGHT. FOR EXCEPTIONS, SEE THIS CODE, CHAPTER 500, SUPPLEMENTAL REGULATIONS.

USE:	PROPOSED	ALLOWABLE
MULTIFAMILY APARTMENTS:	4-STORIES AT 45 FT. 55 FT. (FROM FINISHED GRADE TO TO MID-POINT OF PEAK ROOF)	URBAN SERVICE AREA
COMMERCIAL BUILDING OR PROFESSIONAL OFFICES:	65'-0" (2 STORIES)	URBAN SERVICE AREA

15. FIRE PROTECTION NOTES:
MULTIFAMILY BUILDING STRUCTURE TYPE: V & COMMERCIAL, PROFESSIONAL OR MEDICAL OFFICES TYPE: IV
EACH STRUCTURE WILL HAVE A FIRE SPRINKLER SYSTEM PER FLORIDA FIRE PREVENTION CODE & NFPA STANDARDS.
THE ONSITE MAIN SHALL BE SIZED BY A FIRE PROTECTION ENGINEER TO MEET MINIMUM GPM DURING THE REQUIRED DURATION.

16. PHASING NOTES:
TIMING AND PHASING OF THE PROJECT IS SUBJECT TO MARKET CONDITIONS.

17. INCREASES IN LOT SIZES AND/OR DECREASES IN THE NUMBER OF LOTS SHALL BE DEEMED TO BE IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED MPUD.

18. THE EXISTING ACCESS CONNECTION AT THE SOUTHEAST CORNER SHALL BE MAINTAINED FOR CELL TOWER ACCESS AND EMERGENCY PURPOSES FOR THE SUBJECT PROPERTY. THE ACCESS CONNECTION SHALL BE STABILIZED AND GATED WITH A KNOX PADLOCK INSTALLED PER THE FLORIDA FIRE PREVENTION CODE.

19. THE NEIGHBORHOOD PARKS AS DEPICTED ON THE CONCEPTUAL PLAN HAVE NOT BEEN REVIEWED OR APPROVED FOR CONSISTENCY WITH THE LAND DEVELOPMENT CODE (LDC), SECTION 905.1, NEIGHBORHOOD PARKS. SPECIFIC REVIEW AND APPROVAL OF THE NEIGHBORHOOD PARKS WILL BE CONDUCTED AT PDP/PSPS SUBMITTAL. AT THE TIME OF THE PDP/PSPS SUBMITTAL, A PARK PLAN SHALL BE PROVIDED, WHICH SHALL DEPICT THE LOCATION, ACREAGE, DIMENSION, TYPE (MINI PARK, NEIGHBORHOOD PARK, LINEAR PARK, TRAILS, ETC.), AND PLANNED AMENITIES OF EACH NEIGHBORHOOD PARK AREA IN ACCORDANCE WITH THE COMPLIANCE OF CURRENT LDC 905.1.

ARL DESIGN GROUP, LLC
LAND PLANNING, PERMITTING, CIVIL ENGINEERING
LANDSCAPE, AND CONSTRUCTION MANAGEMENT
8209 STATE ROAD 52, HUDSON, FLORIDA 34667
PHONE: (727) 488-1002
WWW.ARLDESIGN.NET

THE DESIGN AND IDEAS INCORPORATED, AS A AN INSTRUMENT OF PROFESSIONAL SERVICE IS PROPERTY OF ARL DESIGN GROUP, LLC AND SHALL NOT BE USED FOR ANY PURPOSES, PROJECT, DEVELOPMENT CLOSING, ETC. WITHOUT WRITTEN AUTHORIZATION FROM THE ARL DESIGN GROUP, LLC. ALL REPRODUCTIONS OF THESE PLANS, ALL OR IN PART, OR USE OF THE PLANS, BLOCKS, OR DRAWING LINE TYPES, DIMENSIONS, CAN BE OBTAINED BY CONTACTING THE ARL DESIGN GROUP, LLC OFFICE.
CERTIFICATE OF AUTHORIZATION #35127

5415, INC.
6915 STATE ROAD 54
NEW PORT RICHEY, FL
34653

PROJECT NAME: BLACKWELL MF & OFFICE COMPLEX MPUD (MPUD-2023-00044)

PROJECT LOCATION: PARCEL ID NO. 30-26-17-0000-00600-0000 STATE ROAD 54 NEW PORT RICHEY, FL

SHEET NAME: MPUD MASTER PLAN

REVISIONS

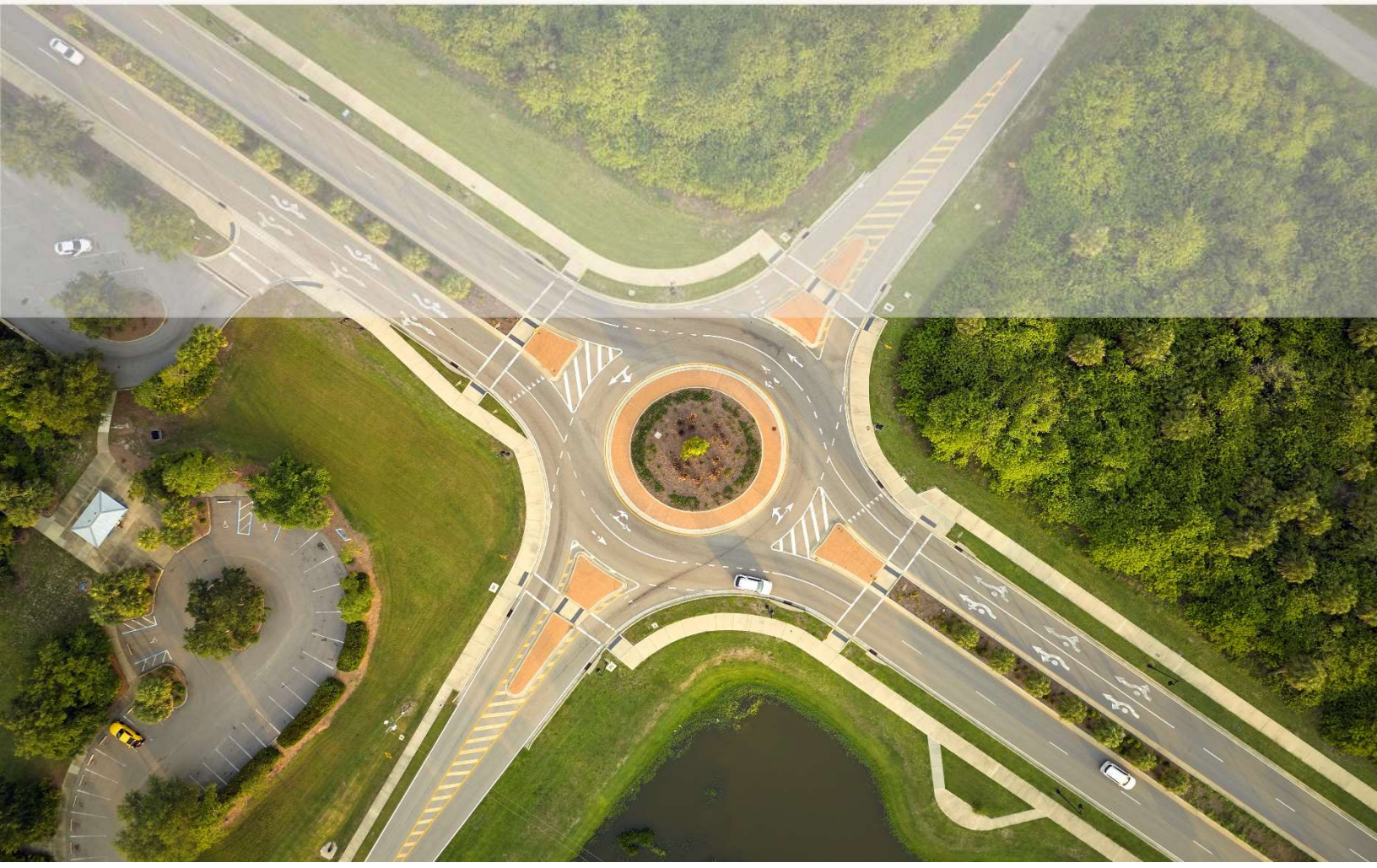
PROJECT #:	
ORIGINAL DATE:	
CHECKED BY:	
DESIGNED BY:	

C7

GRID ENGINEERING

TIMING & PHASING STUDY

Pasco County



Massage From
Grid Engineering

June 30, 2025

Ahsan Khalil, AICP
Interim Assistant Director
Development Review Services
Pasco County
8731 Citizens Drive
New Port Richey, FL 34654

Dear Mr. Khalil,

I am pleased to submit the Timing and Phasing Study for the proposed SR 54 Blackwell MPUD application located along SR 54 in New Port Richey. This study has been prepared in accordance with the guidelines established by the Pasco County Land Development Code (LDC) to evaluate the potential traffic impacts associated with the development.

I trust that the enclosed report meets your expectations and provides valuable insights to support the review process. Should you have any questions or require additional information, please do not hesitate to contact me directly.

Thank you for your time and attention to this submission. I look forward to your feedback.

Sincerely,

Amir Jamali, PE, AICP, PTOE
President & Founder
Grid Engineering



6/30/2025

This item has been digitally signed and sealed by Amir Jamali on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Project Overview 04

Project Traffic 05

Background Traffic 07

Post-Development Traffic 08

Intersection Analysis 09

Segment Analysis 11

Budgeted Improvements 13

Conclusion 14

Appendix 15

Project Overview

SR 54 Blackwell MPUD

This project involves a rezoning application for a 15.36-acre parcel located along SR 54 in Pasco County. The property is currently zoned AC and is proposed for rezoning to MPUD to allow for a mix of commercial, medical offices, and multifamily residential uses.

This study evaluates both existing and post-development conditions, including trip generation, trip distribution, capacity analysis, and recommendations for any necessary roadway improvements. The analysis is conducted in accordance with the methodology outlined in Section 901.12 of the Pasco County LDC to ensure a comprehensive assessment of potential traffic impacts.

The proposed site layout assumes a full access driveway onto SR 54.

Parcel ID
30-26-17-0000-00600-0000

Buildout Year
2031



Project Traffic

Trip Generation

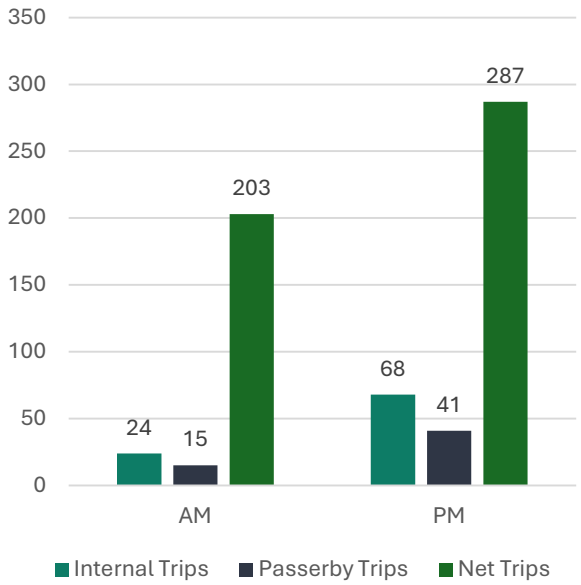
Trip generation for the proposed development was calculated using the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition. The project includes 290 multifamily units, 20,000 square feet of commercial space, and 30,000 square feet of medical office. Per LDC Section 901.12, medical office uses are considered exempt from traffic impact evaluation.

The proposed MPUD is expected to generate approximately 396 PM peak hour trips, consisting of 68 internal trips, 41 passerby trips, and 287 new external trips. Of the net external trips, 178 are non-exempt and 109 are exempt.

During the AM peak hour, the project is anticipated to generate 242 total trips, including 24 internal trips, 15 passerby trips, and 203 new external trips. This includes 131 non-exempt and 72 exempt trips.

The estimated total daily trip generation is 4,189 trips. Passerby trips were verified to constitute less than 10% of the background traffic volume, consistent with acceptable practice.

Please refer to Appendix “A” for detailed trip generation calculations and assumptions.



+287
PM Net Trips

+38
Passerby Trips

+82
Internal Capture

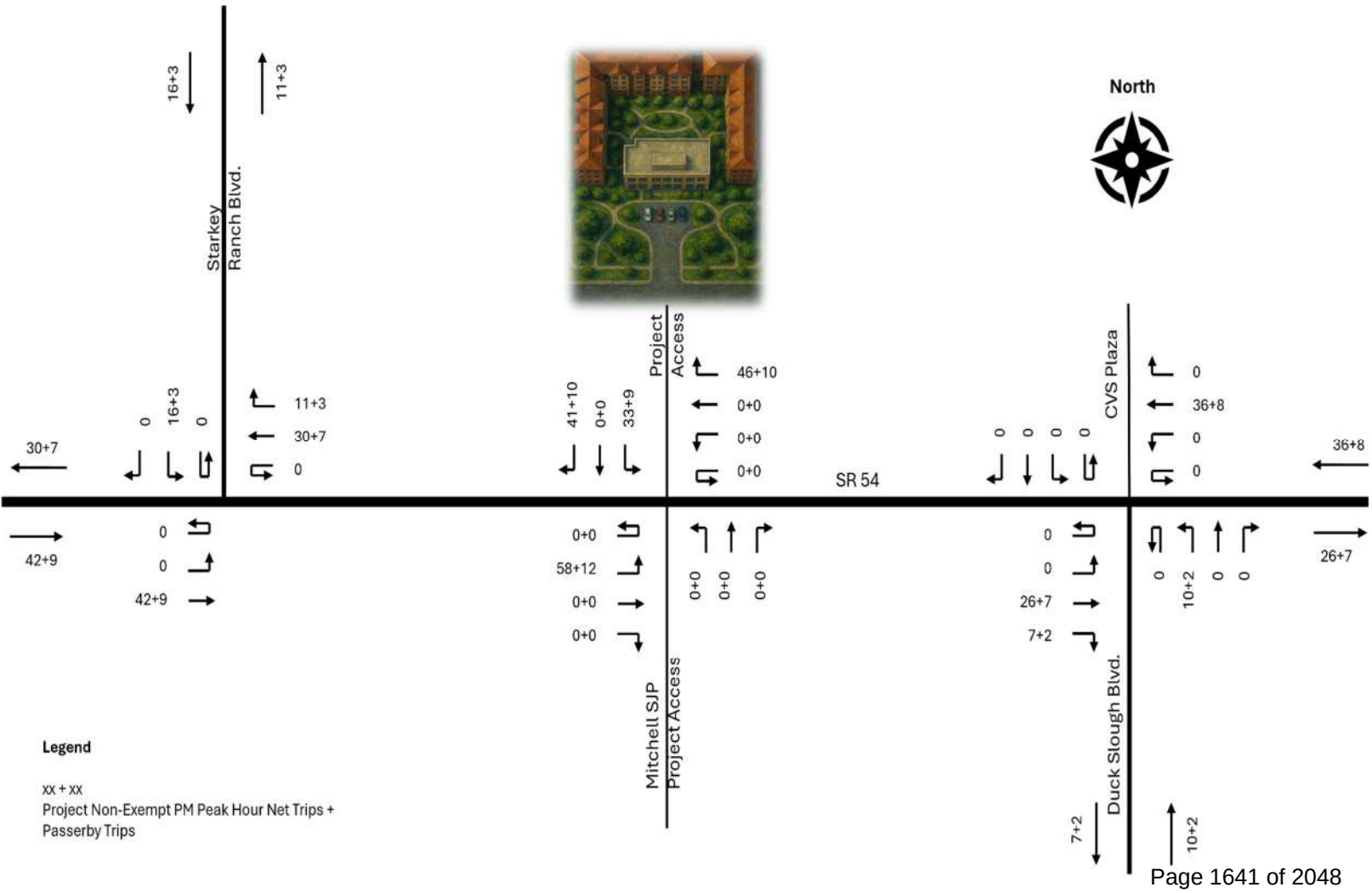


Project Traffic

Trip Distribution

It is assumed that 45% of the project-generated traffic will travel east along SR 54, while 55% will travel west. Of the westbound traffic, 40% is expected to continue west on SR 54, and 15% will turn north onto Starkey Ranch Boulevard. Of the eastbound traffic, 35% will continue east on SR 54, and 10% will turn south onto Duck Slough Boulevard.





Background

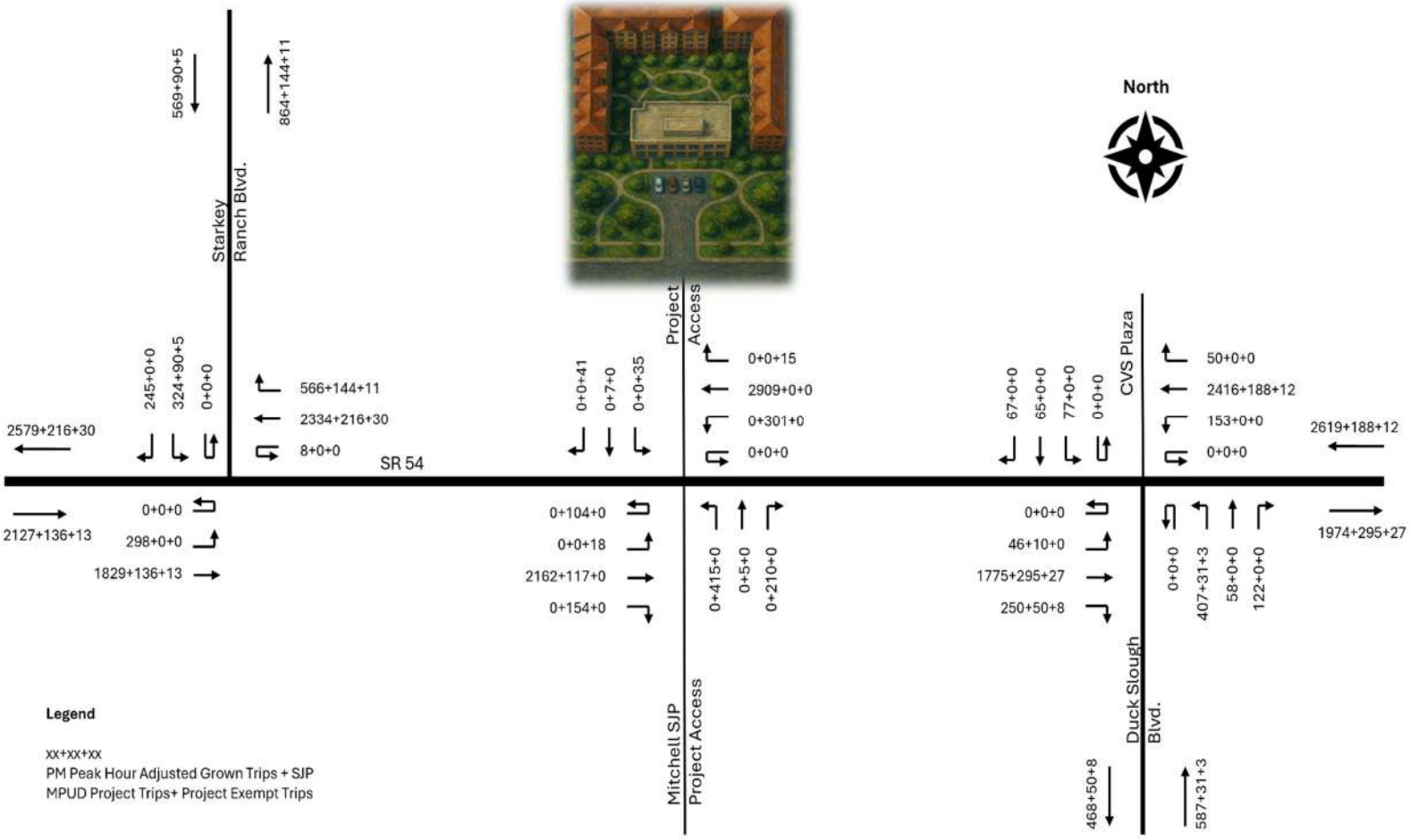
Traffic

To estimate background traffic conditions, the following components were incorporated:

1- Adjusted Intersection Counts: Turning movement count data (see Appendix B) for the intersections of SR 54 with Starkey Ranch Boulevard and Duck Slough Boulevard were adjusted to peak season conditions using FDOT Peak Season Factors (see Appendix C). These peak season volumes were then projected to the 2031 build-out year using a 2% annual growth rate.

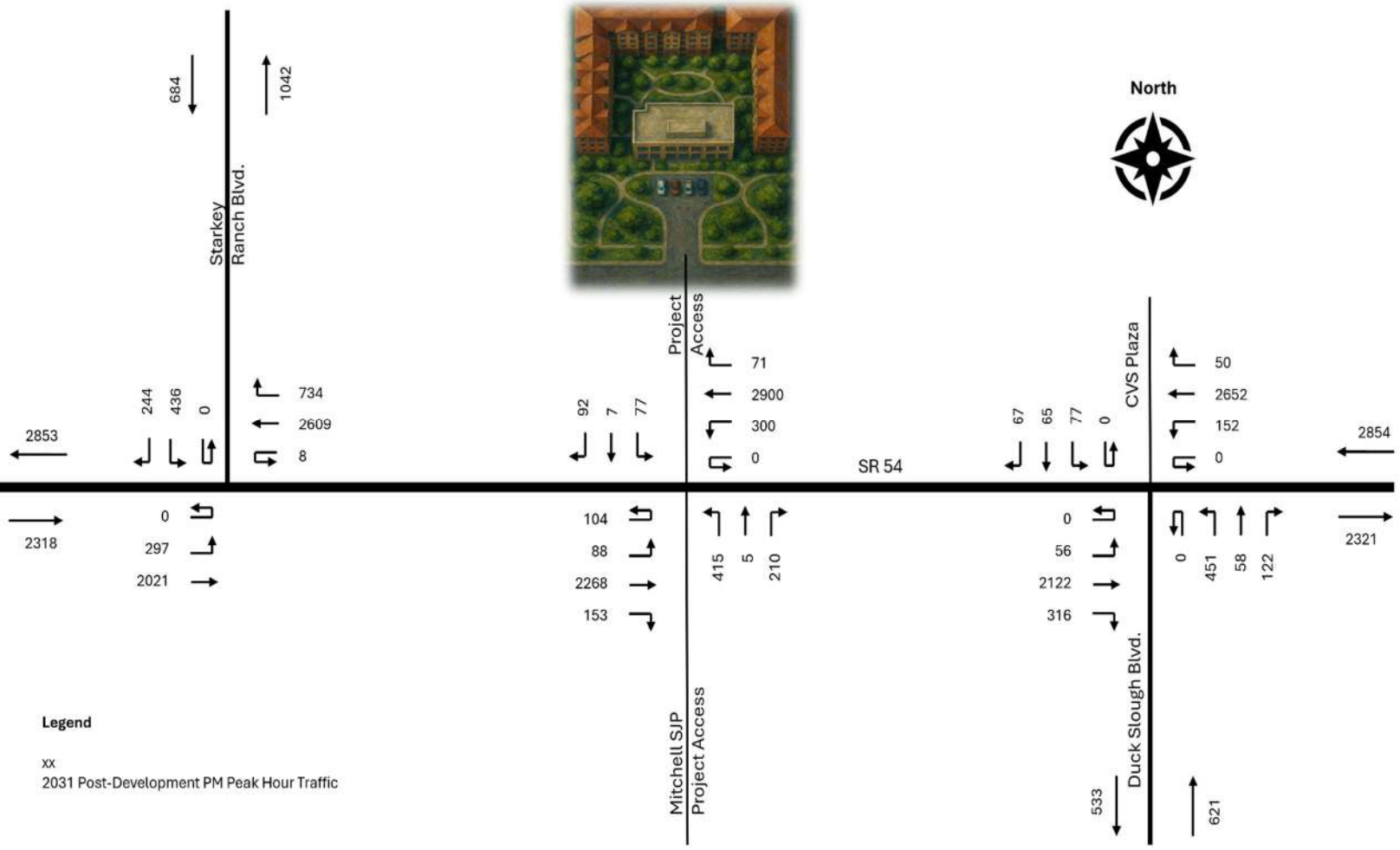
2- Adjacent Development Traffic: Projected traffic volumes from the Mitchell SJP MPUD (see Appendix D), located on the south side of SR 54, were added to reflect approved but not yet built development in the vicinity.

3- Exempt Land Use Traffic: Traffic generated by exempt land uses (i.e., office uses that are exempt under County policy) was included to ensure a conservative estimate of cumulative background traffic.



Post-Development Traffic

The 2031 total traffic volume combines project-generated traffic with background traffic projections. Background traffic includes: (1) peak season–adjusted turning movement counts at the SR 54 intersections with Starkey Ranch Boulevard and Duck Slough Boulevard, grown to the 2031 build-out year using a 2% annual growth rate; (2) traffic from the adjacent Mitchell SJP MPUD development located south of SR 54; and (3) traffic from exempt land uses (i.e., medical office), that are included for conservative planning. Project traffic is then added to this background traffic to estimate total future volumes at key intersections and roadway segments, providing a comprehensive assessment of anticipated 2031 traffic conditions with the proposed development in place.



Intersection Analysis

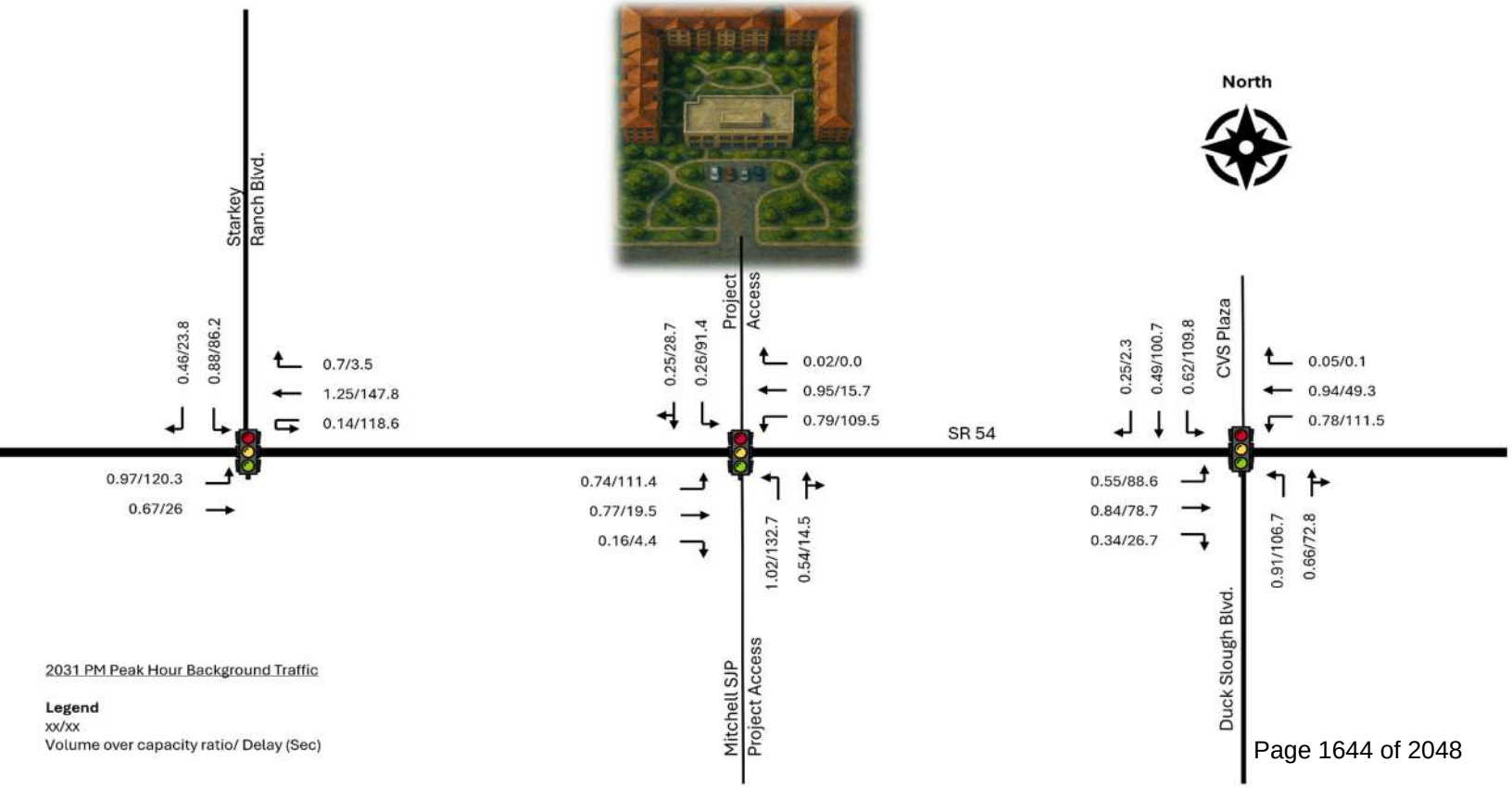
Background Traffic Condition

The proposed project access on SR 54 is aligned with the Mitchell SJP MPUD access. According to the Mitchell SJP MPUD traffic study, a signal is anticipated to be warranted at 30% buildout, with full buildout expected by 2030—one year prior to this project's assumed buildout year. As a result, this intersection is assumed to be signalized.

Additionally, the intersections of SR 54 with Starkey Ranch Boulevard and Duck Slough Boulevard are currently signalized.

Operational analyses for all signalized intersections were conducted using Synchro software. As shown in the exhibits below, all traffic movements operate within the acceptable volume-to-capacity (v/c) threshold of 1.0 under PM peak hour background conditions, with the exception of the westbound through movement at Starkey Ranch Boulevard intersection, which exceeds the threshold.

Detailed analysis tables and Synchro outputs are provided in Appendix E.



Intersection Analysis

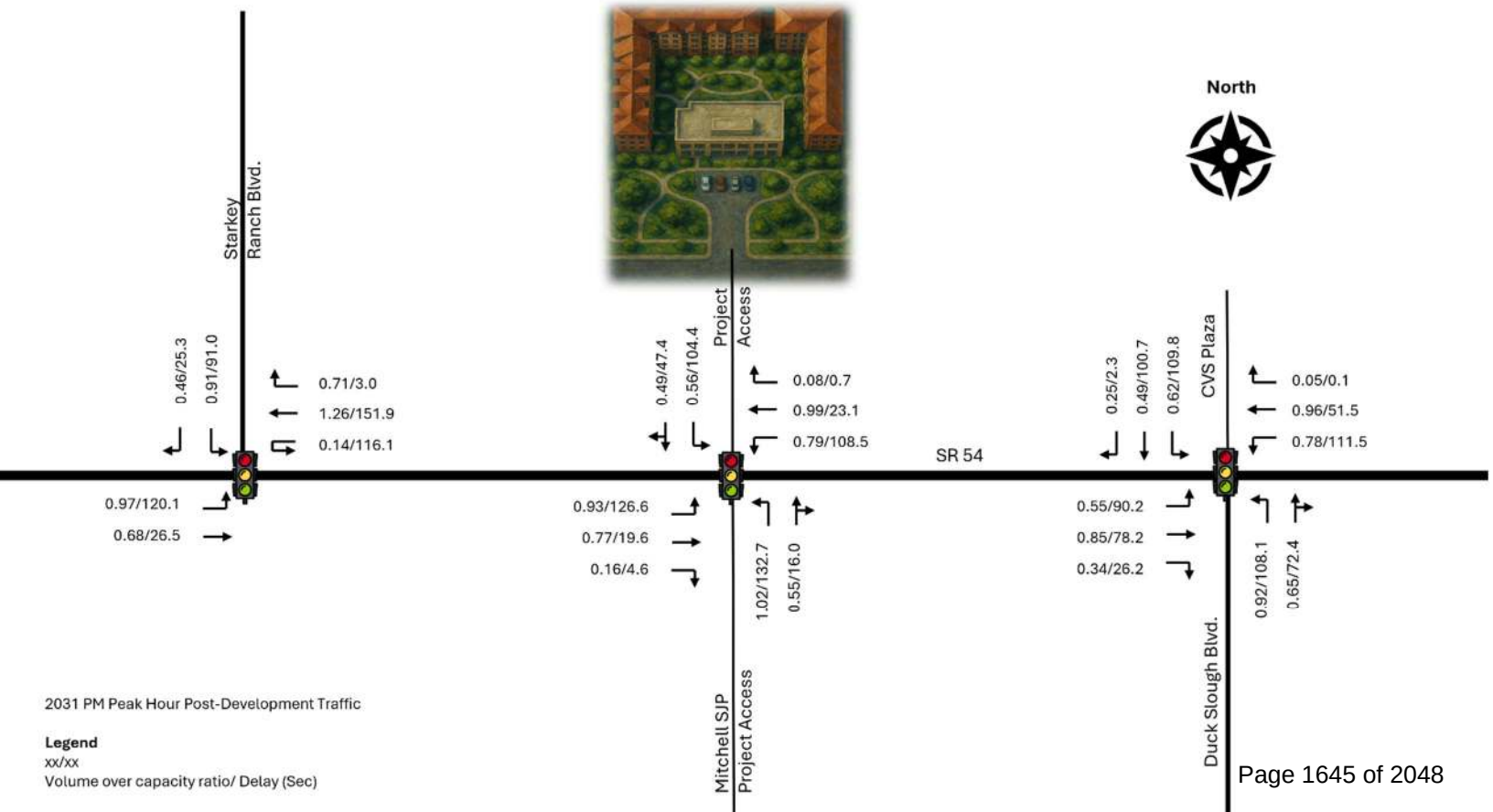
Post-Development Traffic Condition

Under post-development conditions, all signalized intersections continue to operate within the acceptable v/c threshold of 1.0 during the PM peak hour, with the exception of the westbound through movement at Starkey Ranch Boulevard, which already exceeds the threshold under background conditions. With the addition of project traffic, the v/c for this movement increases by only 3%, indicating a minimal impact attributable to the proposed development.

Overall, the analysis demonstrates that the project will not significantly degrade intersection operations, and its traffic impact on the surrounding network is expected to be negligible.

The intersection geometry at the project access was assumed to match that of the Mitchell SJP MPUD, and includes a westbound right-turn lane, eastbound left-turn lane, and southbound left-turn lane. A more detailed access management analysis will be conducted during the site plan review phase.

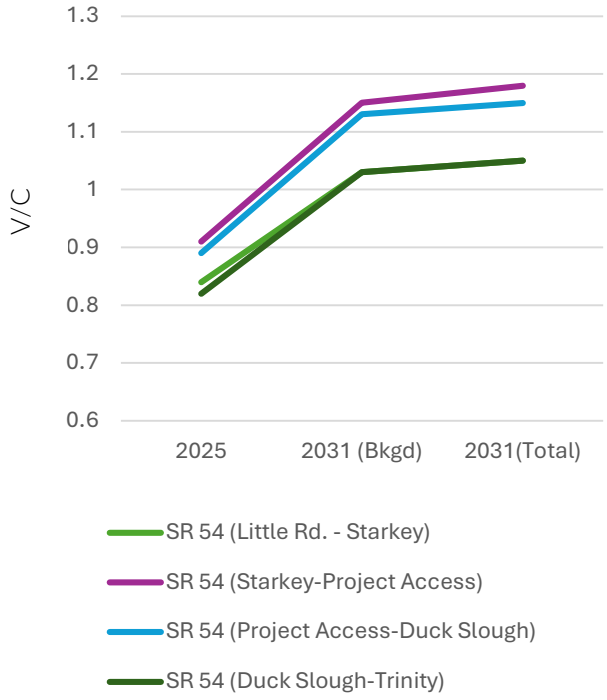
Detailed tables and supporting data can be found in Appendix "E".



Segment Analysis

FDOT Generalized Tables

Segment analysis was conducted using the FDOT Generalized Tables (see Appendix G). Even under background conditions, the SR 54 between Little Road and Trinity Boulevard exceeds the acceptable volume-to-capacity (v/c) ratio of 1.0, indicating existing operational constraints. In contrast, Starkey Boulevard and Duck Slough Boulevard operate within acceptable capacity thresholds and are not expected to experience any significant degradation as a result of the proposed development.



Roadway Segment	Capacity[1]	2025 PM Pk Hr Existing			2031 PM Pk Hr Background			2031 PM Pk Hr Post-Development			Failure Year[2]
		# Lanes	Vol.	V/C	# Lanes	Vol.	V/C	# Lanes	Vol.	V/C	
SR 54											
Little Rd. - Starkey Blvd.	4960	6	4179	0.84	6	5101	1.03	6	5171	1.04	2030
Starkey Blvd. - Project Access	4960	6	4495	0.91	6	5716	1.15	6	5816	1.17	2027
Project Access - Duck Slough	4960	6	4405	0.89	6	5585	1.13	6	5664	1.14	2028
Duck Slough - Trinity Blvd.	4960	6	4077	0.82	6	5114	1.03	6	5175	1.04	2030
Starkey Blvd.											
SR 54 - Lake Blanche Dr.	3024	4	1273	0.42	4	1683	0.56	4	1711	0.57	-
Duck Slough Blvd.											
SR 54 - Trinity Blvd.	1818	2	936	0.52	2	1146	0.63	2	1164	0.64	-

Note:

1- Source - FDOT Generalized Service Volume Tables, Appendix "G"

2- Failure year is estimated assuming a constant annual growth rate, calculated based on the increase from existing traffic to background traffic volumes.

Segment Analysis

Synchro Analysis

While the FDOT Generalized Tables provide a high-level assessment of segment capacity, they are typically intended for long-range planning purposes and may not fully capture the operational nuances of shorter segments near signalized intersections. To supplement the generalized results, a more detailed segment analysis was conducted using Synchro software, which accounts for factors such as signal timing, lane geometry, and traffic control devices.

The results confirm that, with the exception of the westbound segment from project access to Starkey Blvd. intersection, all SR 54 segments are projected to operate at acceptable LOS thresholds even with the addition of project traffic. This reinforces the conclusion that the proposed development will have minimal impact on corridor operations.

Detailed tables and supporting data can be found in Appendix "F".

Roadway Segment	PM Pk Hr Background		PM Pk Hr Post-Development	
	Travel Time (Sec)	LOS	Travel Time (Sec)	LOS
SR 54 Eastbound				
Little Rd. - Starkey Blvd.	80.5	B	81.0	B
Starkey Blvd. - Project Access	52.1	C	52.2	C
Project Access - Duck Slough	144.2	D	143.7	D
SR 54 Westbound				
Starkey Blvd. - Project Access	180.4	F	184.5	F
Project Access - Duck Slough	81.2	A	88.6	B
Duck Slough - Trinity Blvd.	102.8	C	105.0	C

Budgeted Improvements

Pasco County CIP

According to the Pasco County Capital Improvement Plan (see Appendix H), the following roadway improvements are planned in the vicinity of the project:

- Starkey Ranch Boulevard and Decubellis Road are scheduled to be widened to a 4-lane roadway, with construction planned for 2028.
- A new 4-lane connection between Rangeland Boulevard and Bexley Village Drive is also planned, with construction scheduled for 2029.

2050 Needs Plan

According to the 2050 Pasco County Needs Plan (see Appendix H), the following roadway improvement is planned:

- Construction of Mitchel Boulevard, a new 4-lane roadway connecting Little Road to SR 54.

2050 Cost Affordable Plan

As outlined in the 2050 Pasco County Cost Affordable Plan (see Appendix H), the following roadway improvements are planned in the vicinity of the project:

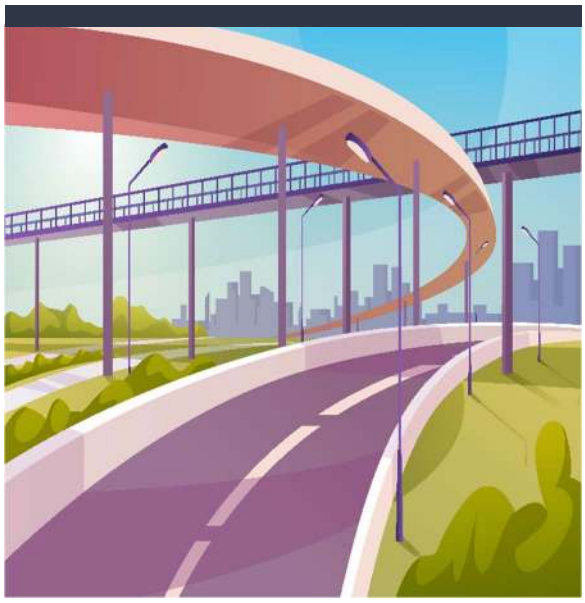
- Trinity Boulevard is planned to be widened to a 4-lane divided roadway between 2031 and 2035.
- A PD&E Study is planned for the widening of Rangeland Boulevard from Starkey Boulevard to Long Spur, scheduled for 2041 to 2050.

FDOT 5-Year Work Program

According to the FDOT 5-Year Work Program (see Appendix H), there are no programmed roadway improvements identified in the immediate vicinity of the project.



Report Summary



Conclusion

This traffic analysis has been prepared in support of the proposed Blackwell MPUD application for the subject property along SR 54 in Pasco County, Florida. The study evaluated operational impacts at nearby signalized intersections, segment conditions, and the adequacy of roadway infrastructure to support future traffic demand generated by the proposed development.

Operational analyses using Synchro software show that, under both background and post-development conditions, most study area intersections operate within acceptable volume-to-capacity thresholds. The only exception is the westbound through movement at Starkey Ranch Boulevard, which exceeds the threshold under background conditions. With the addition of project traffic, this movement experiences only a 1% v/c increase and a 5-second delay, which is not considered significant.

While the FDOT Generalized Tables show SR 54 as over-capacity, the more detailed Synchro analysis indicates that only the westbound segment between the project access and Starkey Boulevard exceeds capacity. All other segments operate within acceptable limits, confirming that the project's impact is localized and minimal.

Planned roadway improvements in the vicinity, as outlined in the Pasco County Capital Improvement Plan, 2050 Cost Affordable Plan, and Needs Plan, are expected to support overall network performance. In particular, the Trinity Boulevard widening will help alleviate east-west demand on SR 54 by serving as a parallel facility. Additionally, the planned widening of Starkey Boulevard and Decubellis Road will provide further relief to SR 54 by improving north-south capacity and connectivity.

In summary, the proposed development can be accommodated within the existing and planned transportation network. Its traffic impact on the surrounding roadway system is expected to be minimal, and future improvements in the area will further support long-term mobility.

Appendix "A"

Trip Generation Calculation

PEAK HOUR TRIP GENERATION

Proposed AM Peak Hour Trip Generation

	ITE Code	Land Use	Size	Daily Trip	AM Trips			Internal Capture			Passerby Trip			New AM Trips		
					In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total
Non Exempt Uses																
Poposed Use #1	822	Shopping Plaza <40	20,000	1074	28	19	47	6	4	10	9	6	15	13	9	22
Poposed Use #2	220	MultiFamily Low-Rise	290	1934	27	86	113	1	3	4	0	0	0	26	83	109
Poposed Use #3																
Total				3008	55	105	160	7	7	14	9	6	15	39	92	131
Exempt Uses																
Poposed Use #4	720	Medical Office	30,000	1181	65	17	82	5	5	10	0	0	0	60	12	72
Poposed Use #5																
Poposed Use #6																
Total				1181	65	17	82	5	5	10	0	0	0	60	12	72
Total				4189	120	122	242	12	12	24	9	6	15	99	104	203

Passerby Trips are less than 10% of the background traffic.	*15*	<	*362*
Internal Capture trips are less than 20% of the total traffic.	*24*	<	*48*

Proposed PM Peak Hour Trip Generation

	ITE Code	Land Use	Size	Daily Trip	PM Trips			Internal Capture			Passerby Trip			New PM Trips		
					In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total
Non Exempt Uses																
Poposed Use #1	822	Shopping Plaza <40	20,000	1074	66	66	132	12	18	30	22	19	41	32	29	61
Poposed Use #2	220	MultiFamily Low-Rise	290	1934	91	54	145	19	9	28	0	0	0	72	45	117
Poposed Use #3																
Total				3008	157	120	277	31	27	58	22	19	41	104	74	178
Exempt Uses																
Poposed Use #4	720	Medical Office	30,000	1181	36	83	119	3	7	10	0	0	0	33	76	109
Poposed Use #5																
Poposed Use #6																
Total				1181	36	83	119	3	7	10	0	0	0	33	76	109
Total				4189	193	203	396	34	34	68	22	19	41	137	150	287

Passerby Trips are less than 10% of the background traffic.	*41*	<	*487*
Internal Capture trips are less than 20% of the total traffic.	*68*	<	*79*

Strip Retail Plaza (<40k)
(822)

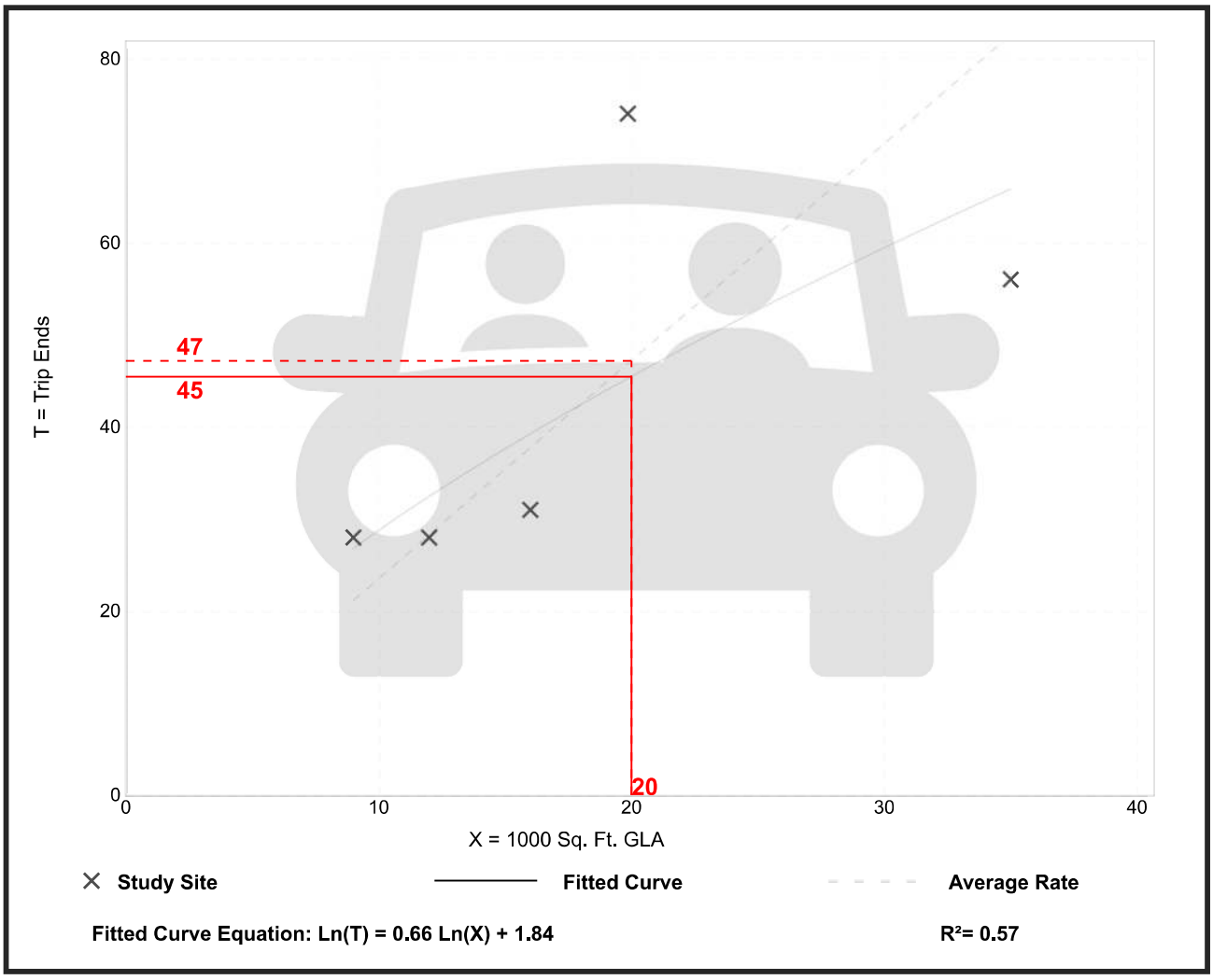
Vehicle Trip Ends vs: **1000 Sq. Ft. GLA**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 5
Avg. 1000 Sq. Ft. GLA: 18
Directional Distribution: 60% entering, 40% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
2.36	1.60 - 3.73	0.94

Data Plot and Equation

Caution – Small Sample Size



Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

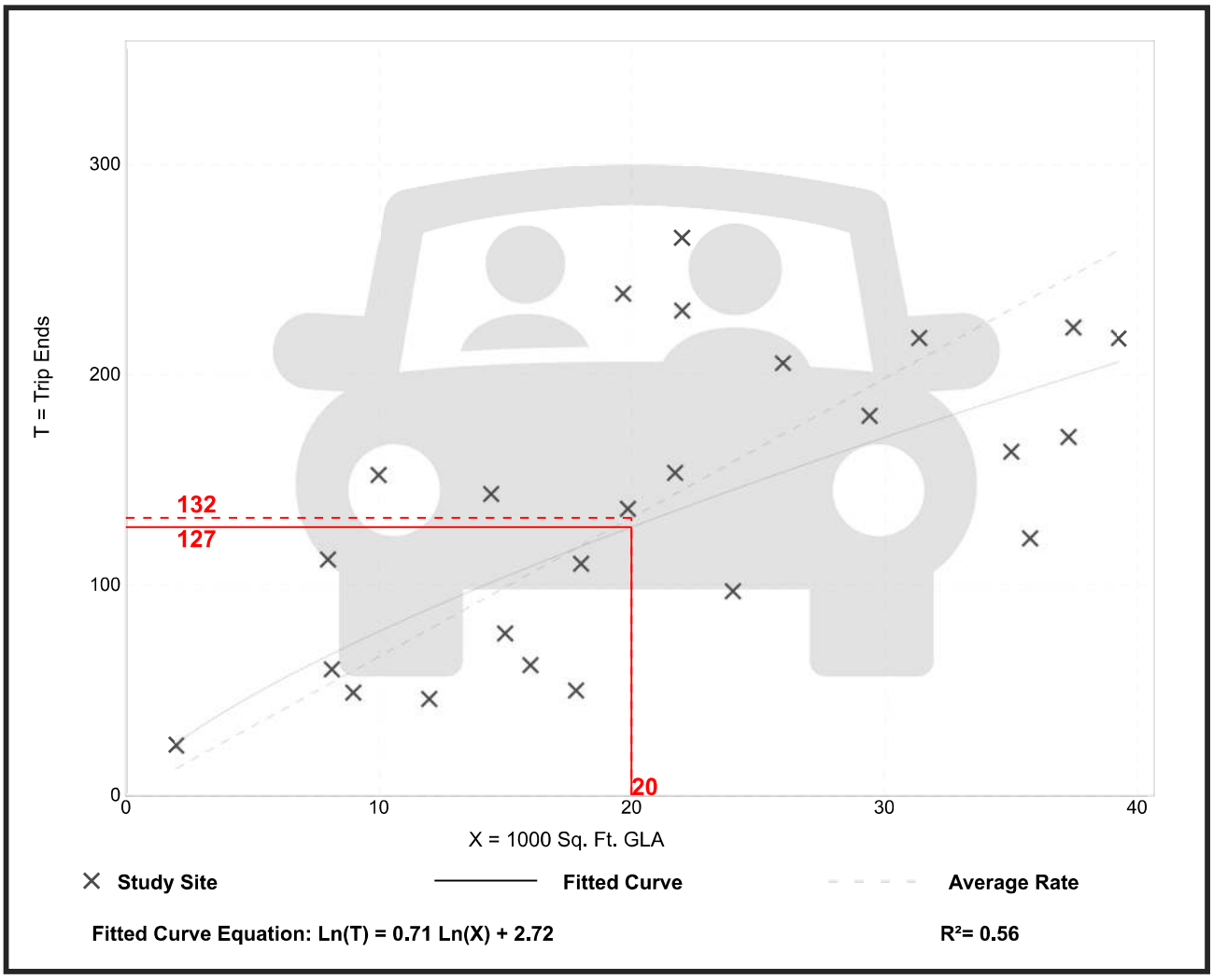
Strip Retail Plaza (<40k)
(822)

Vehicle Trip Ends vs: **1000 Sq. Ft. GLA**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 25
Avg. 1000 Sq. Ft. GLA: 21
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
6.59	2.81 - 15.20	2.94

Data Plot and Equation



Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

Strip Retail Plaza (<40k)
(822)

Vehicle Trip Ends vs: **1000 Sq. Ft. GLA**
On a: **Weekday**

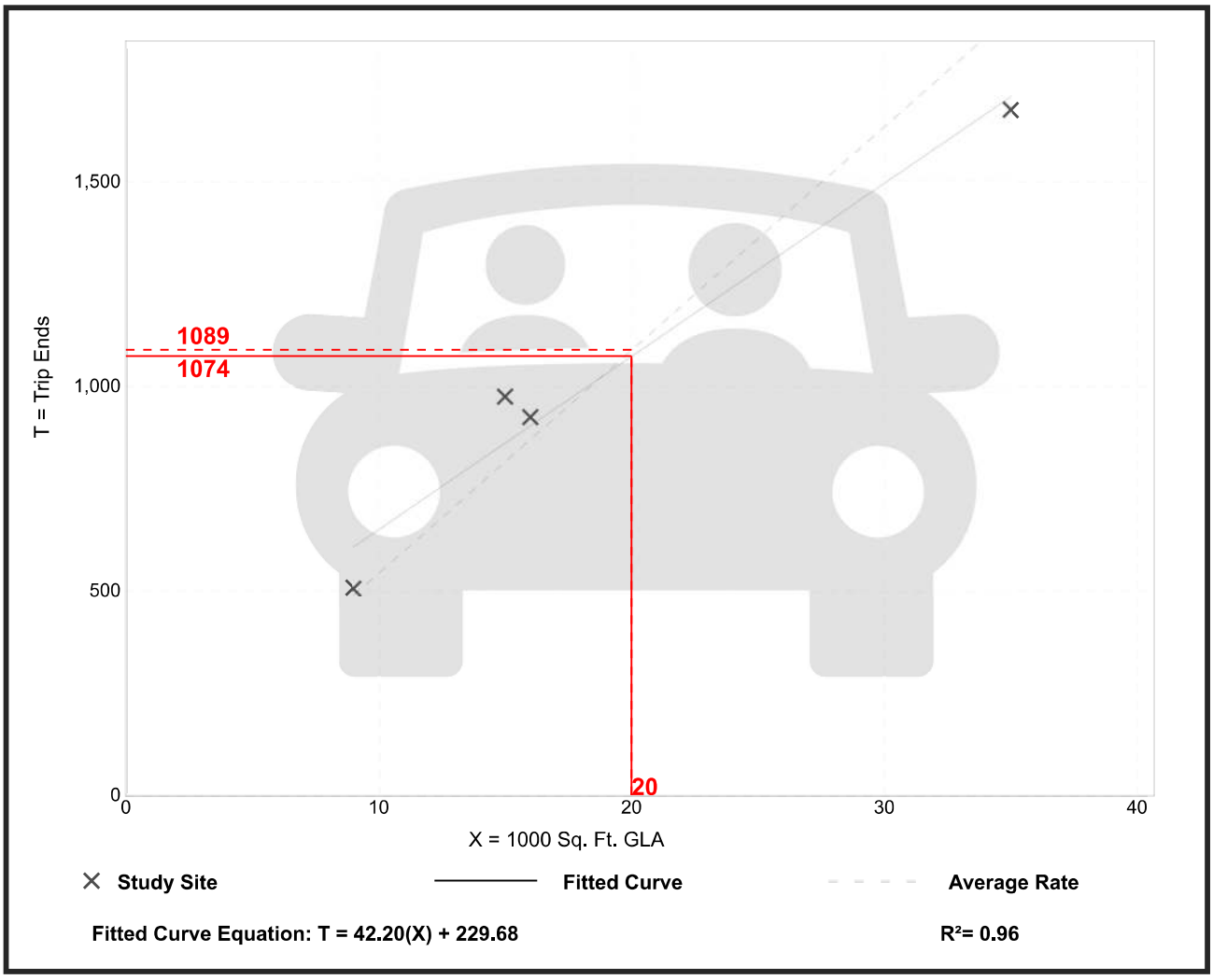
Setting/Location: **General Urban/Suburban**
Number of Studies: 4
Avg. 1000 Sq. Ft. GLA: 19
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
54.45	47.86 - 65.07	7.81

Data Plot and Equation

Caution – Small Sample Size



Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

Strip Retail Plaza (<40k)
(822)

Vehicle Trip Ends vs: **1000 Sq. Ft. GLA**
On a: **Weekday**

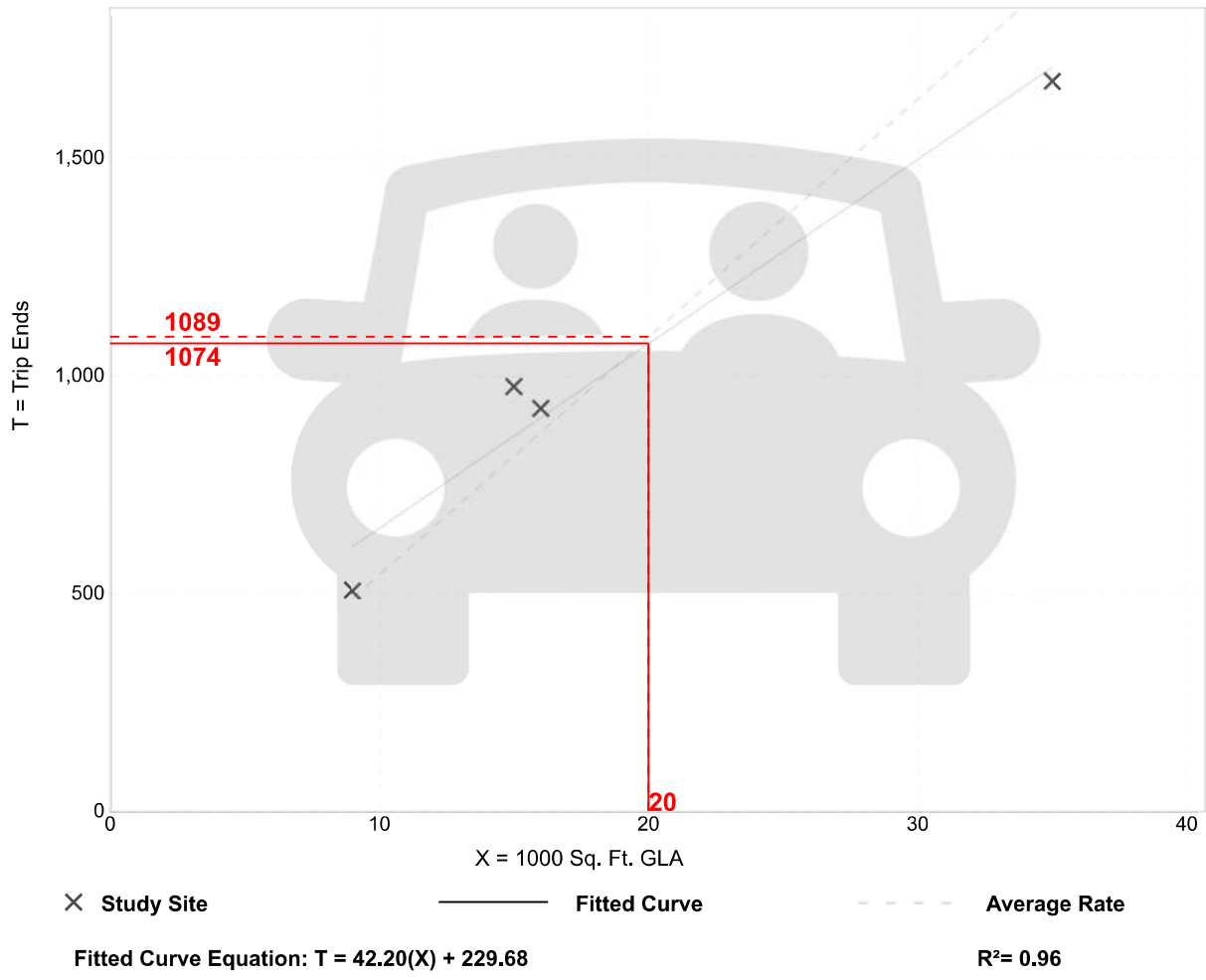
Setting/Location: **General Urban/Suburban**
Number of Studies: 4
Avg. 1000 Sq. Ft. GLA: 19
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
54.45	47.86 - 65.07	7.81

Data Plot and Equation

Caution – Small Sample Size



Fitted Curve Equation: T = 42.20(X) + 229.68

R^2= 0.96

Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

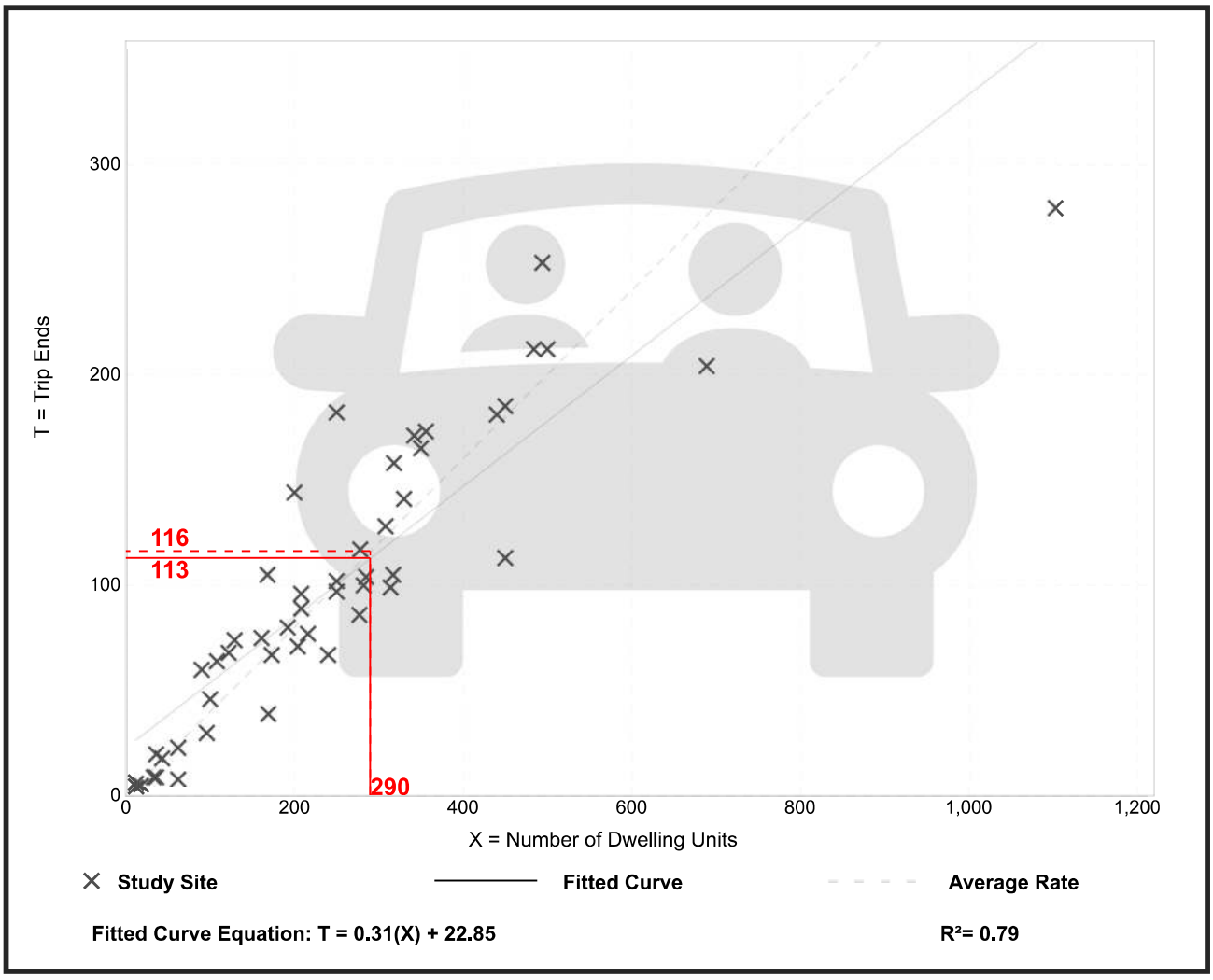
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 49
Avg. Num. of Dwelling Units: 249
Directional Distribution: 24% entering, 76% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.40	0.13 - 0.73	0.12

Data Plot and Equation



Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

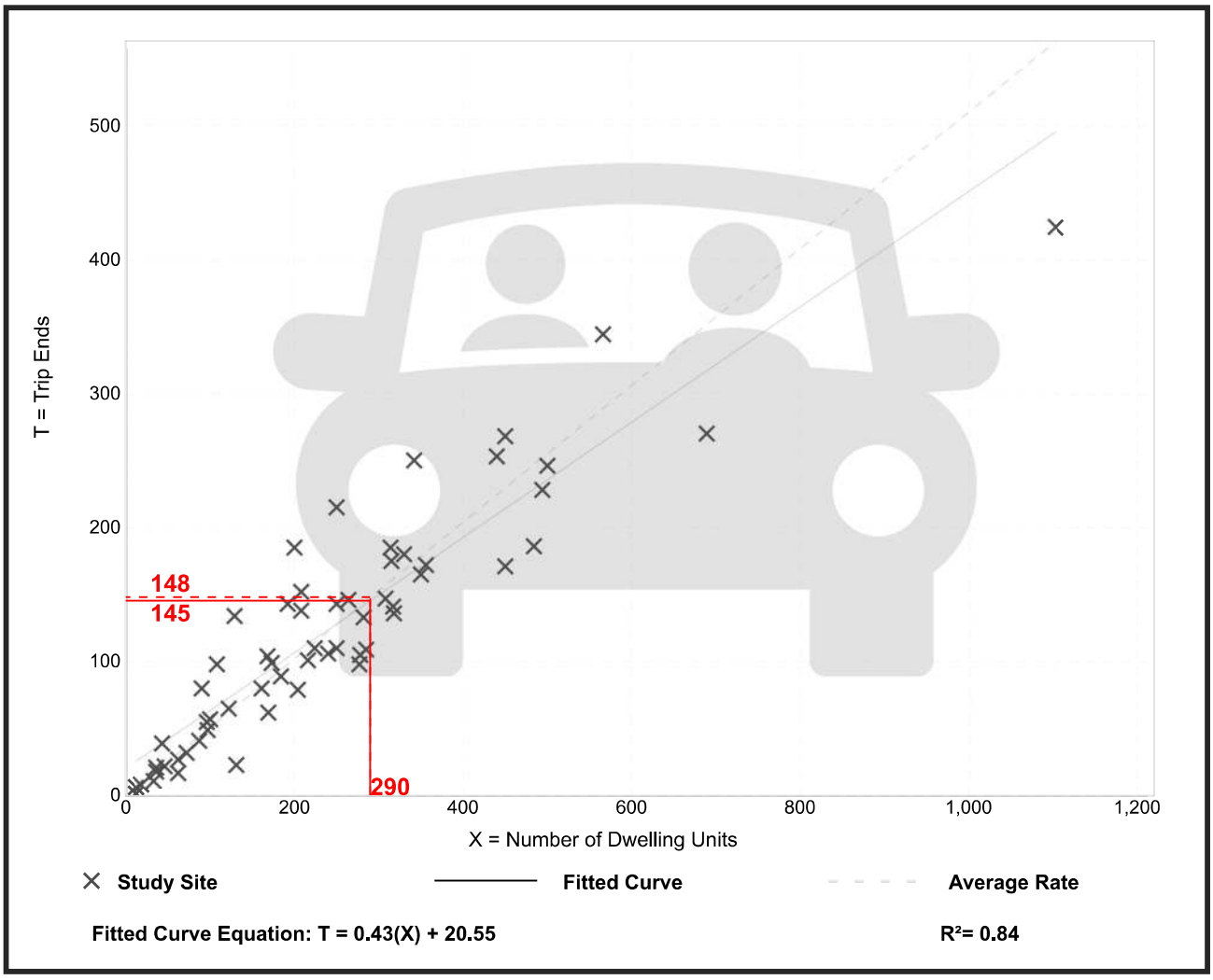
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 59
Avg. Num. of Dwelling Units: 241
Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.51	0.08 - 1.04	0.15

Data Plot and Equation



Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

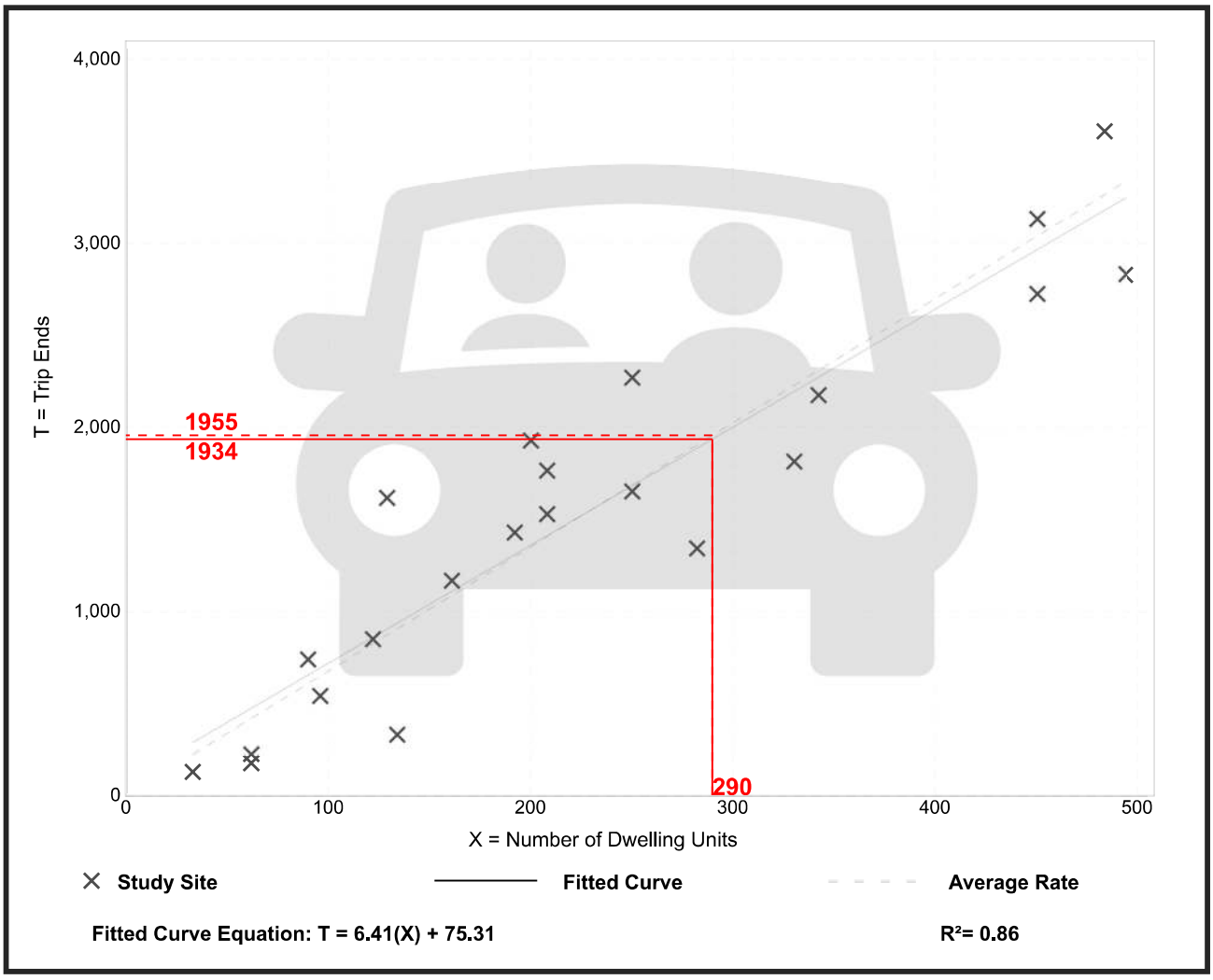
Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 22
Avg. Num. of Dwelling Units: 229
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
6.74	2.46 - 12.50	1.79

Data Plot and Equation



Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

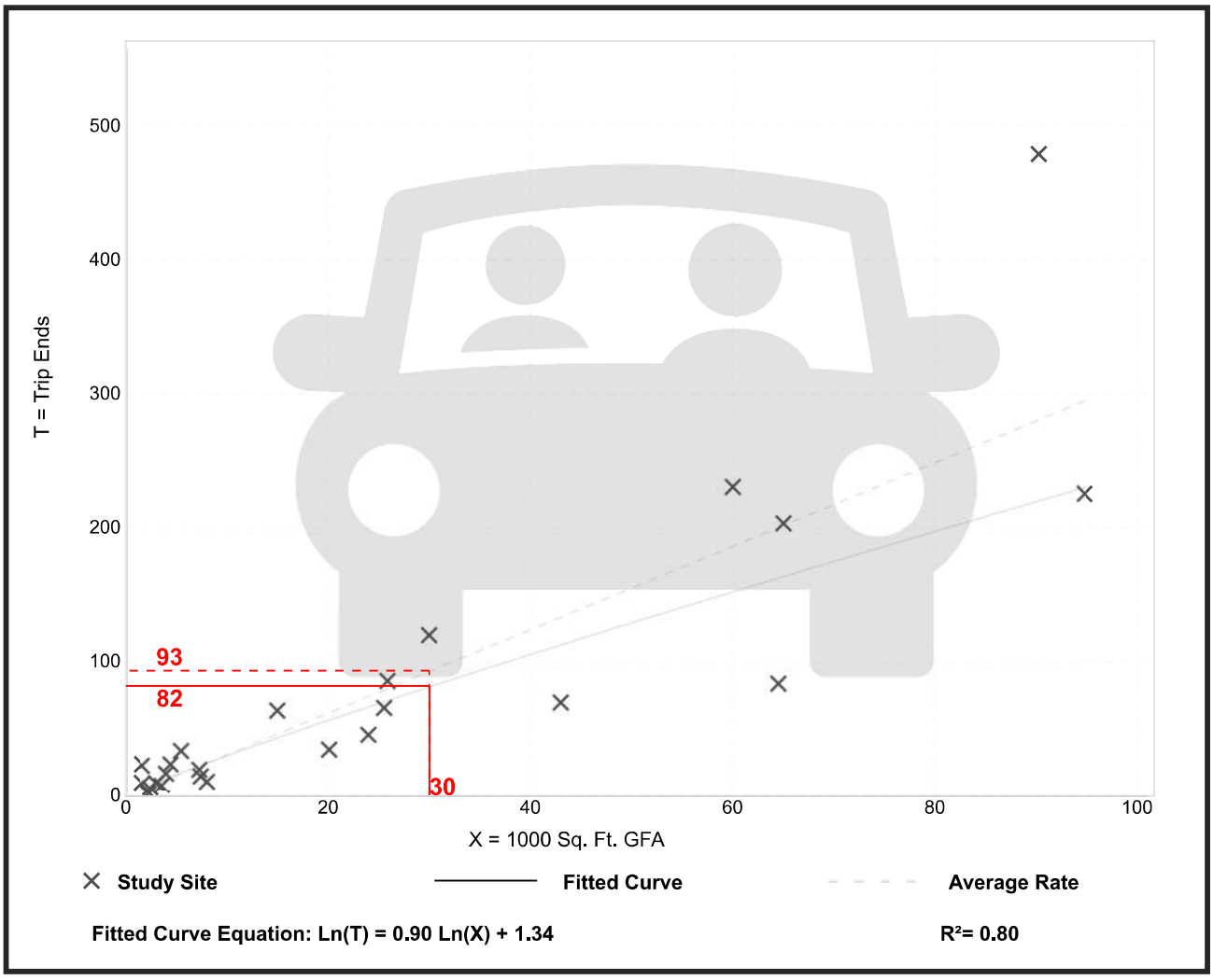
Medical-Dental Office Building - Stand-Alone
(720)

Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 24
Avg. 1000 Sq. Ft. GFA: 25
Directional Distribution: 79% entering, 21% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
3.10	0.87 - 14.30	1.49

Data Plot and Equation



Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

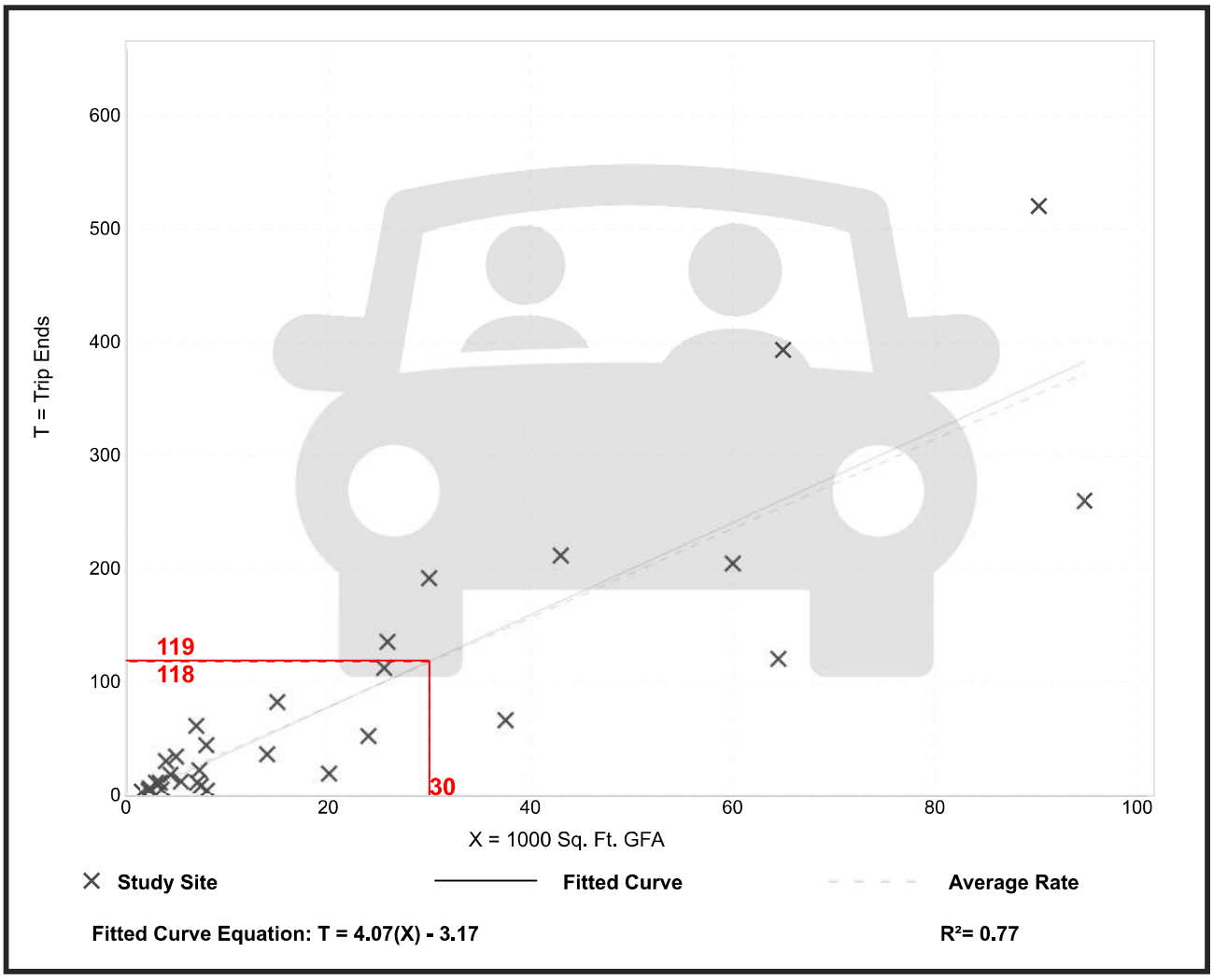
Medical-Dental Office Building - Stand-Alone
(720)

Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 30
Avg. 1000 Sq. Ft. GFA: 23
Directional Distribution: 30% entering, 70% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
3.93	0.62 - 8.86	1.86

Data Plot and Equation



Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

Medical-Dental Office Building - Stand-Alone
(720)

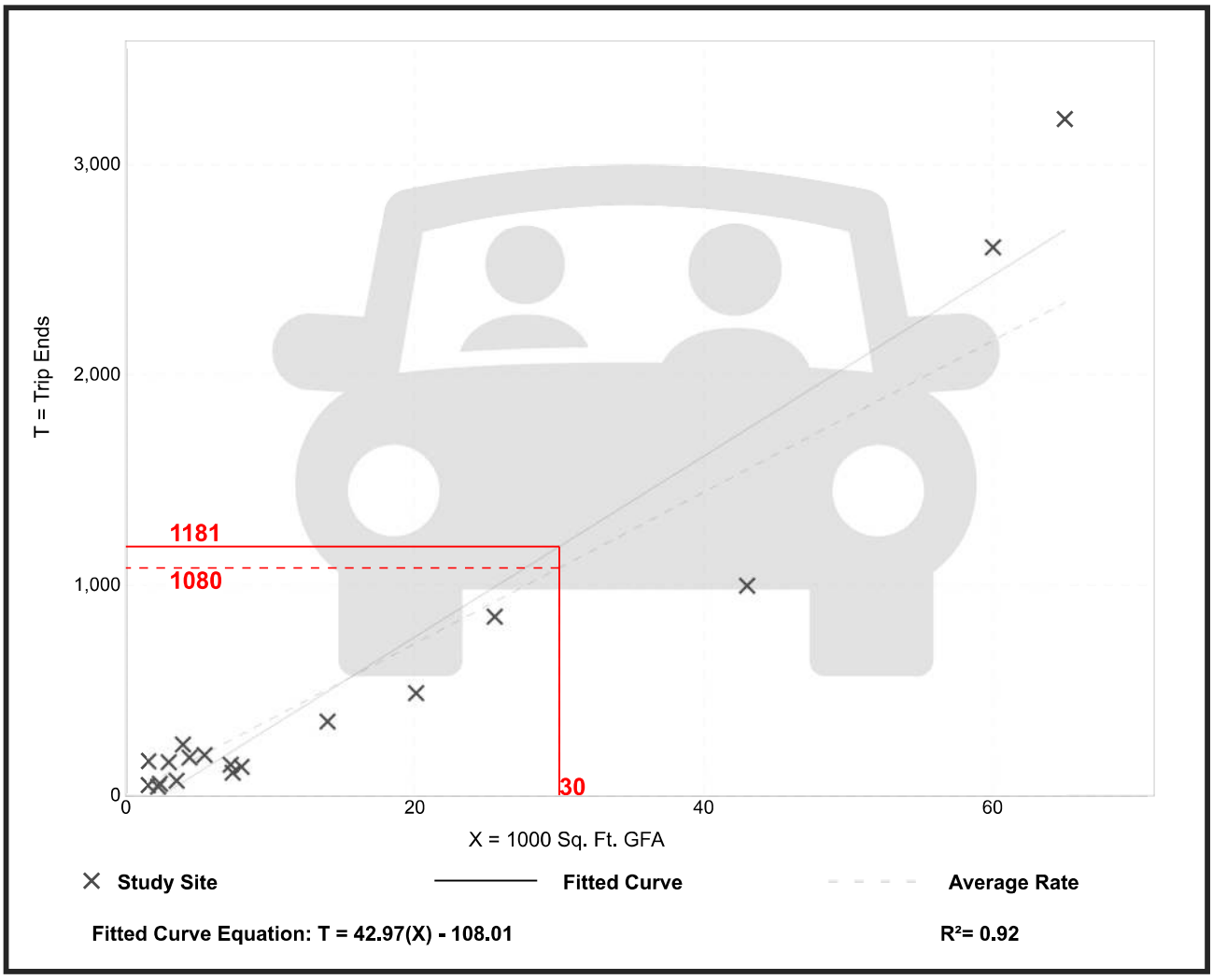
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 18
Avg. 1000 Sq. Ft. GFA: 15
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
36.00	14.52 - 100.75	13.38

Data Plot and Equation



Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

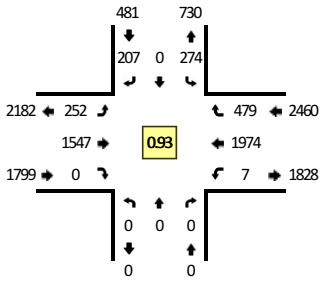
Appendix "B"

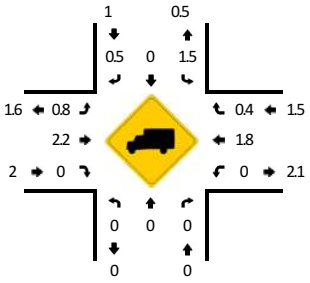
Turning Movement Count

Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

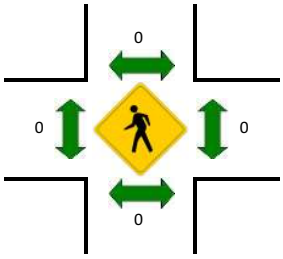
LOCATION: Starkey Ranch Blvd -- SR 54 | **QC JOB #:** 17121802
CITY/STATE: Pasco, FL | **DATE:** Wed, Jun 11 2025

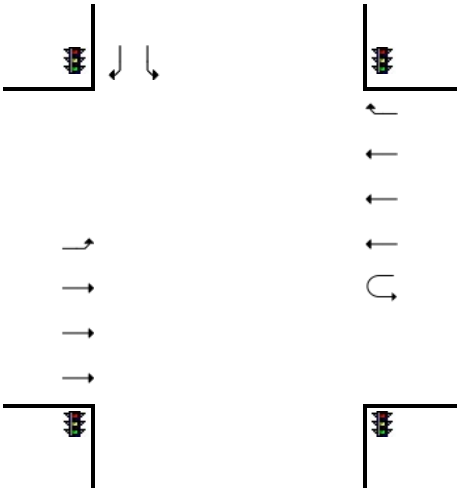
Peak-Hour: 4:30 PM -- 5:30 PM
Peak 15-Min: 5:00 PM -- 5:15 PM

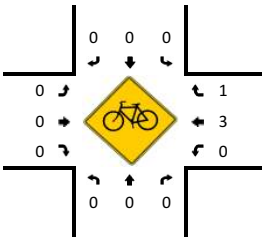


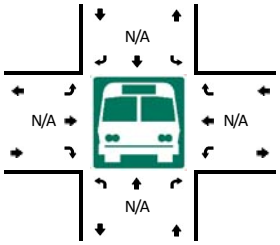


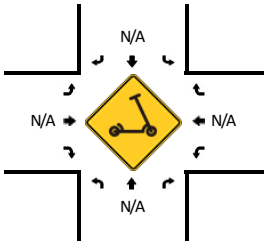
TRUE DATA TO IMPROVE MOBILITY











15-Min Count Period Beginning At	Starkey Ranch Blvd (Northbound)				Starkey Ranch Blvd (Southbound)				SR 54 (Eastbound)				SR 54 (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	0	0	0	0	52	0	49	0	68	387	0	0	0	495	106	0	1157	
4:15 PM	0	0	0	0	63	0	54	0	79	365	0	0	0	389	100	1	1051	
4:30 PM	0	0	0	0	57	0	54	0	57	390	0	0	0	531	106	0	1195	
4:45 PM	0	0	0	0	83	0	40	0	77	391	0	0	0	452	111	2	1156	4559
5:00 PM	0	0	0	0	53	0	55	0	52	395	0	0	0	570	154	2	1281	4683
5:15 PM	0	0	0	0	81	0	58	0	65	371	0	1	0	421	108	3	1108	4740
5:30 PM	0	0	0	0	47	0	62	0	47	356	0	0	0	503	128	3	1146	4691
5:45 PM	0	0	0	0	85	0	59	0	68	327	0	0	0	381	110	3	1033	4568

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	0	0	0	212	0	220	0	208	1580	0	0	0	2280	616	8	5124
Heavy Trucks	0	0	0		4	0	0		8	32	0		0	24	0		68
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	4	0		4
Scooters																	

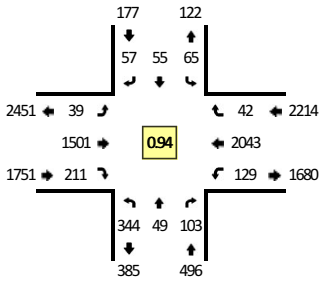
Comments:

Report generated on 6/16/2025 9:02 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

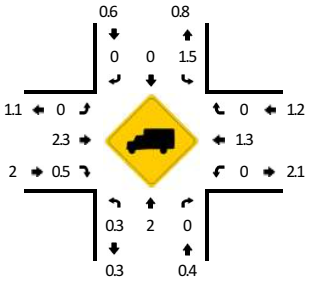
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

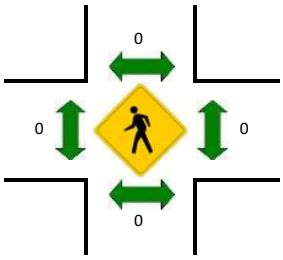
LOCATION: Duck Slough Blvd -- SR 54 | **QC JOB #:** 17121804
CITY/STATE: New Port Richey, FL | **DATE:** Wed, Jun 11 2025

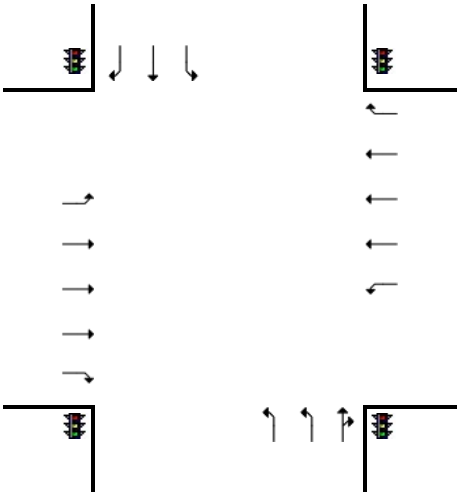
Peak-Hour: 4:45 PM -- 5:45 PM
Peak 15-Min: 4:45 PM -- 5:00 PM

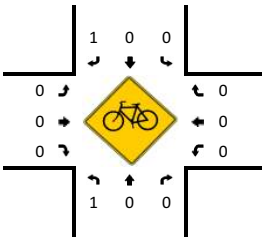


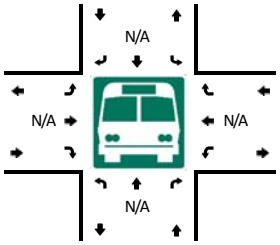


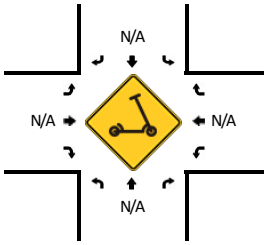












15-Min Count Period Beginning At	Duck Slough Blvd (Northbound)				Duck Slough Blvd (Southbound)				SR 54 (Eastbound)				SR 54 (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	92	7	16	0	12	9	12	0	9	346	37	2	18	428	6	2	996	
4:15 PM	72	13	32	0	13	11	10	0	7	365	54	4	26	481	7	2	1097	
4:30 PM	71	10	26	0	12	18	15	0	7	353	41	2	25	469	11	3	1063	
4:45 PM	73	16	22	0	11	11	10	0	12	412	55	3	19	582	7	3	1236	4392
5:00 PM	107	8	20	1	20	18	20	0	8	333	52	2	24	487	6	2	1108	4504
5:15 PM	71	14	30	0	20	10	12	0	3	402	47	1	41	532	14	2	1199	4606
5:30 PM	92	11	31	0	14	16	15	0	8	354	57	2	34	442	15	4	1095	4638
5:45 PM	71	5	22	1	11	11	16	0	13	327	48	5	32	456	11	2	1031	4433

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	292	64	88	0	44	44	40	0	48	1648	220	12	76	2328	28	12	4944
Heavy Trucks	0	0	0		0	0	0		0	32	0		0	36	0		68
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	4	0	0		0	0	0		0	0	0		0	0	0		4
Scooters																	

Comments:

Report generated on 6/16/2025 9:02 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

Appendix "C"

Peak Season Factor

2024 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 1400 PASCO COUNTYWIDE

MOCF: 0.96

WEEK	DATES	SF	PSCF
1	01/01/2024 - 01/06/2024	1.00	1.04
2	01/07/2024 - 01/13/2024	1.02	1.06
3	01/14/2024 - 01/20/2024	1.03	1.07
4	01/21/2024 - 01/27/2024	1.02	1.06
5	01/28/2024 - 02/03/2024	1.00	1.04
6	02/04/2024 - 02/10/2024	0.99	1.03
* 7	02/11/2024 - 02/17/2024	0.97	1.01
* 8	02/18/2024 - 02/24/2024	0.96	1.00
* 9	02/25/2024 - 03/02/2024	0.96	1.00
*10	03/03/2024 - 03/09/2024	0.95	0.99
*11	03/10/2024 - 03/16/2024	0.94	0.98
*12	03/17/2024 - 03/23/2024	0.95	0.99
*13	03/24/2024 - 03/30/2024	0.95	0.99
*14	03/31/2024 - 04/06/2024	0.96	1.00
*15	04/07/2024 - 04/13/2024	0.96	1.00
*16	04/14/2024 - 04/20/2024	0.96	1.00
*17	04/21/2024 - 04/27/2024	0.97	1.01
*18	04/28/2024 - 05/04/2024	0.97	1.01
*19	05/05/2024 - 05/11/2024	0.98	1.02
20	05/12/2024 - 05/18/2024	0.98	1.02
21	05/19/2024 - 05/25/2024	0.99	1.03
22	05/26/2024 - 06/01/2024	1.00	1.04
23	06/02/2024 - 06/08/2024	1.00	1.04
24	06/09/2024 - 06/15/2024	1.01	1.05
25	06/16/2024 - 06/22/2024	1.01	1.05
26	06/23/2024 - 06/29/2024	1.02	1.06
27	06/30/2024 - 07/06/2024	1.02	1.06
28	07/07/2024 - 07/13/2024	1.03	1.07
29	07/14/2024 - 07/20/2024	1.03	1.07
30	07/21/2024 - 07/27/2024	1.04	1.08
31	07/28/2024 - 08/03/2024	1.04	1.08
32	08/04/2024 - 08/10/2024	1.04	1.08
33	08/11/2024 - 08/17/2024	1.05	1.09
34	08/18/2024 - 08/24/2024	1.05	1.09
35	08/25/2024 - 08/31/2024	1.05	1.09
36	09/01/2024 - 09/07/2024	1.06	1.10
37	09/08/2024 - 09/14/2024	1.06	1.10
38	09/15/2024 - 09/21/2024	1.07	1.11
39	09/22/2024 - 09/28/2024	1.05	1.09
40	09/29/2024 - 10/05/2024	1.04	1.08
41	10/06/2024 - 10/12/2024	1.03	1.07
42	10/13/2024 - 10/19/2024	1.02	1.06
43	10/20/2024 - 10/26/2024	1.01	1.05
44	10/27/2024 - 11/02/2024	1.01	1.05
45	11/03/2024 - 11/09/2024	1.00	1.04
46	11/10/2024 - 11/16/2024	1.00	1.04
47	11/17/2024 - 11/23/2024	1.00	1.04
48	11/24/2024 - 11/30/2024	1.00	1.04
49	12/01/2024 - 12/07/2024	1.00	1.04
50	12/08/2024 - 12/14/2024	1.00	1.04
51	12/15/2024 - 12/21/2024	1.00	1.04
52	12/22/2024 - 12/28/2024	1.02	1.06
53	12/29/2024 - 12/31/2024	1.03	1.07

* PEAK SEASON

Appendix "D"

Mitchell SJP MPUD Traffic Study

TIMING & PHASING ANALYSIS

ACCESS MANAGEMENT ANALYSIS

MITCHELL – ST. JOHN

Prepared For

SJP TAMPA, LLC

Prepared By

LINCKS & ASSOCIATES, LLC.
Engineers - Planners
Tampa, Florida

TIMING & PHASING ANALYSIS

ACCESS MANAGEMENT ANALYSIS

MITCHELL – ST. JOHN

Prepared For

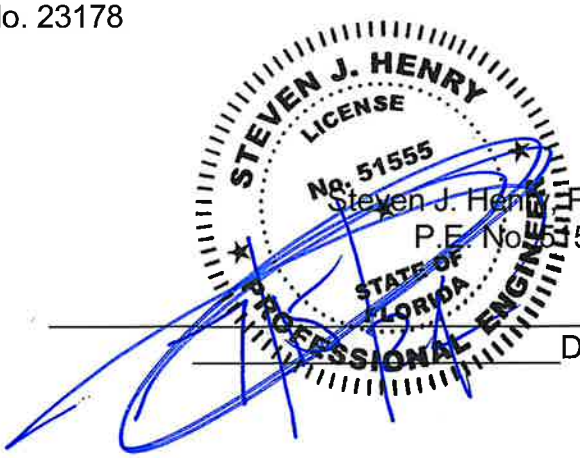
SJP TAMPA, LLC

Prepared By

LINCKS & ASSOCIATES, LLC.
5023 West Laurel Street
Tampa, Florida 33607
813-289-0039
State of Florida Authorization No. EB0004638

June, 2024

Project No. 23178



Steven J. Henry, P.E.
P.E. No. 51555

Date

TABLE OF CONTENTS

Page

Introduction 1
Estimated Daily Project Traffic 1
AM Peak Hour Project Traffic 4
PM Peak Hour Project Traffic 6
Distribution/Assignment 8
Study Area 8
Buildout Year 8
Budgeted Improvements 10
Background Traffic 11
Link Analysis 14
Intersection Analysis 19
Conclusion 21
Access Management Analysis 22
Access Recommendations 25
Appendix

LIST OF TABLES

1 Estimated Daily Trip Ends 3
2 Estimated AM Peak Hour Trip Ends 5
3 Estimated PM Peak Hour Trip Ends 7
4 Link Capacity Analysis PM Peak Hour (Existing/Budgeted Geometry) 17
5 Link Capacity Analysis PM Peak Hour (Existing/Budgeted Geometry) 18
6 Estimated Intersection Analysis (Signalized) Existing/Budgeted Geometry PM Peak Hour 20
7 Estimated Intersection Analysis (Signalized) 23
8 Estimated Intersection Analysis (Unsignalized) 24
9 Access Recommendations 26

LIST OF FIGURES

1 Project Location 2
2 PM Peak Hour Project Traffic 9
3 PM Peak Hour Existing Traffic 12
4 PM Peak Hour Peak Season Traffic 13
5 PM Peak Hour 2030 Background Traffic 15
6 PM Peak Hour 2030 Background Plus Project Traffic 16

INTRODUCTION

The purpose of this report is to provide the Timing and Phasing Analysis and Access Management Analysis for the proposed development located south of SR 54 and east of Starkey Boulevard in Pasco County, Florida, as shown in Figure 1.

The Analysis was conducted in accordance with the approved Methodology Statement provided in the Appendix of this report. The property is proposed to be rezoned to MPUD to allow the following land uses:

- Business Park – 515,000 Square Feet
- Convenience Store/Gas Station – 6,000 Square Feet/16 Fueling Positions
- Fast Food Restaurants with Drive Thru – 11,750 Square Feet
- Fast Casual Restaurant – 4,000 Square Feet
- High-Turnover Restaurant – 7,000 Square Feet
- Retail – 77,660 Square Feet
- Coffee/Donut Shop with Drive Thru – 1,250 Square Feet

ESTIMATED DAILY PROJECT TRAFFIC

The trip rates utilized in this report were obtained from the latest computerized version of "OTISS" which utilizes the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 11th Edition, 2021, as its database. Based on these trip rates, the proposed land uses would attract approximately 26,650 daily trip ends.

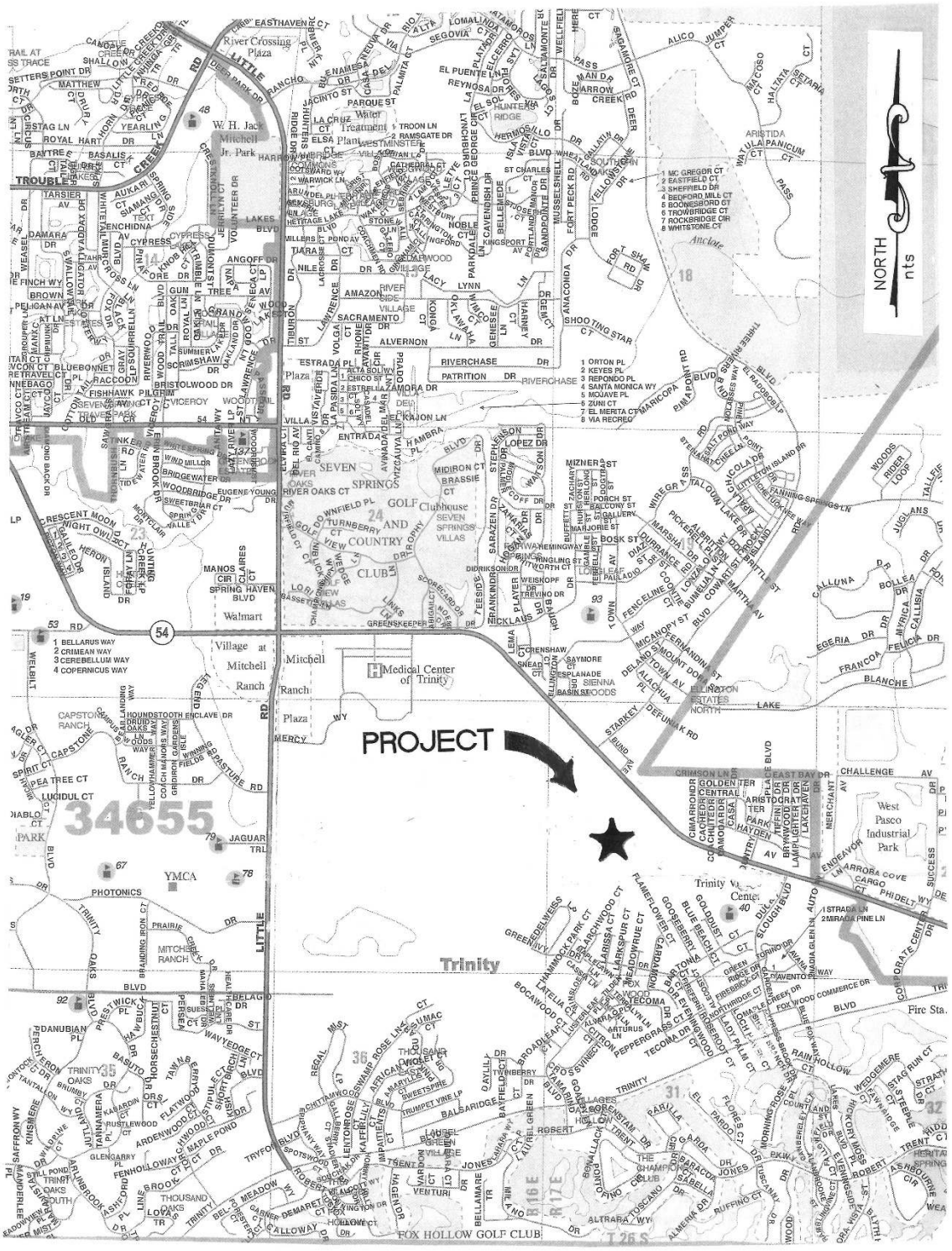


FIGURE 1
PROJECT LOCATION

TABLE 1

ESTIMATED DAILY TRIP ENDS

Land Use	ITE LUC	Size	Daily Trip Ends (1)	Internal Trip Ends (2)	Passerby Trip Ends (3)	New External Daily Trip Ends
Business Park	770	515,000 SF	6,407	1,160	0	5,247
Convenience Store/ Gas Station	945	6,000 SF	7,700	1,269	2,989	3,442
Fast- Food Restaurant w/ Drive Thru	934	11,750 SF	5,493	1,044	1,517	2,932
Fast Casual Restaurant	930	4,000 SF	389	74	107	208
High -Turnover Restaurant	932	7,000 SF	750	142	162	446
Retail	821	77,660 SF	5,244	864	1,167	3,213
Coffee/ Donut Shop W/ Drive Thru	937	1,250 SF	667	127	168	372
		Total	26,650	4,680	6,110	15,860

(1) Source: ITE Trip Generation Manual, 11th Edition.
(2) Source: NCHRP Report 684
(3) Source: ITE Trip Generation Manual, 11th Edition.

- Passerby Trip Ends
  - Convinience Store/ Gas Station- 75%
    (7,700-1,271) x 0.75 = 4,822
  - Fast Food Restaurant w/ Drive Thru - 55%
    (5,493-1,044) x 0.55 =2,447
  - Fast Casual Restaurant - 43%
    (389-74) x 0.55 = 173
  - High Turnover Restaurant - 43%
    (750-142) x 0.43 = 261
  - Retail- 40%
    (5,244-864) x 0.43 = 1,883
  - Coffee/ Donut Shop w/ Drive Thru - 50%
    (667-127) x 0.50 = 270
- Passerby Trip Ends should not exceed 10% of the adjacent street traffic
  61,100(a) x 0.10 = 6,110 < 9,856
  (a) Based on PM peak hour background traffic at the intersection of SR 54 and Trinity Towers Self Storage Driveway and K=0.09.
- Passerby Trip Ends were adjusted

Given the project is to consist of business park, retail and restaurant land uses, there is potential for trips to originate at one land use within the development and have a destination at another land use within the development – internal capture. The internal capture rates utilized in this report were based on the data contained in the ITE Trip Generation Handbook, 3rd Edition (NCHRP 684).

Studies contained in the ITE Trip Generation Manual, 11th Edition, indicate that a percentage of the retail trip ends may exist on the adjacent roadways- passerby capture. However, the passerby trip ends should not exceed 10% of the background traffic on the adjacent roadway. Therefore, the proposed land uses are estimated to attract 15,860 new external daily trip ends, as shown in Table 1.

AM PEAK HOUR PROJECT TRAFFIC

Again, based on the ITE Trip Generation Manual, 11th Edition data, the proposed project would attract approximately 2,025 trip ends during the AM peak hour with 1,262 inbound and 763 outbound, as shown in Table 2.

Given the project is to consist of business park, retail and restaurant land uses, there is potential for trips to originate at one land use within the development and have a destination at another land use within the development – internal capture. The internal capture rates utilized in this report were based on the data contained in the ITE Trip Generation Handbook, 3rd Edition (NCHRP 684).

As stated previously, studies contained in the ITE Trip Generation Manual, 11th Edition, indicate that a percentage of the retail trips may exist on the adjacent roadways – passerby

TABLE 2

ESTIMATED AM PEAK HOUR TRIP ENDS

Land Use	ITE LUC	Size	AM Peak Hour Trip Ends (1)			Internal Trip Ends (2)			Passerby Trip Ends (3)			New External AM Peak Hour Trip Ends		
			In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total
Business Park	770	515,000 SF	543	96	639	50	19	69	0	0	0	493	77	570
Convenience Store/ Gas Station	945	6,000 SF	274	274	548	22	54	76	137	119	256	115	101	216
Fast- Food Restaurant w/ Drive Thru	934	11,750 SF	267	257	524	53	51	104	76	74	150	138	132	270
Fast Casual Restaurant	930	4,000 SF	3	3	6	1	1	2	1	1	2	1	1	2
High -Turnover Restaurant	932	7,000 SF	37	30	67	7	6	13	9	7	16	21	17	38
Retail	821	77,660 SF	83	51	134	7	10	17	22	11	33	54	30	84
Coffee/ Donut Shop W/ Drive Thru	937	1,250 SF	55	52	107	11	10	21	16	15	31	28	27	55
		Total	1,262	763	2,025	151	151	302	261	227	488	850	385	1,235

(1) Source: ITE Trip Generation Manual, 11th Edition.
(2) Source: NCHRP Report 684
(3) Source: ITE Trip Generation Manual, 11th Edition.

- Passerby Trip Ends
  - Convenience Store/ Gas Station- 76%
    - In - (274-22) x 0.76 = 192
    - Out - (274-54) x 0.76 = 167
  - Fast Food Restaurant w/ Drive Thru - 50%
    - In - (267-53) x 0.50 = 107
    - Out - (257-51) x 0.50 = 103
  - Fast Casual Restaurant - 43%
    - In - (3-1) x 0.43 = 1
    - Out - (3-1) x 0.43 = 1
  - High Turnover Restaurant - 43%
    - In - (37-7) x 0.43 = 13
    - Out - (30-6) x 0.43 = 10
  - Retail- 40%
    - In - (83-7) x 0.40 = 30
    - Out - (51-10) x 0.40 = 16
  - Coffee/ Donut Shop w/ Drive Thru - 50%
    - In -(55-11) x 0.50 = 22
    - Out -(52-10) x 0.50 = 21
- Passerby Trip Ends should not exceed 10% of the adjacent street traffic
  - 4,881 (a) x 0.10 = 488 < 683
  - (a) Based on AM peak hour background traffic at the intersection of SR 54 and Trinity Towers Self Storage Driveway
- Passerby Trip Ends were adjusted

capture. However, the passerby trip ends are not to exceed 10% of the background traffic on the adjacent roadways. Therefore, the new external AM peak hour trip ends attracted by the proposed project would be 1,235 trip ends with 850 inbound and 385 outbound, as shown in Table 2.

PM PEAK HOUR PROJECT TRAFFIC

Again, based on the ITE Trip Generation Manual, 11th Edition data, the proposed project would attract approximately 2,044 trip ends during the PM peak hour with 887 inbound and 1,157 outbound, as shown in Table 3.

Given the project is to consist of business park, retail and restaurant land uses, there is potential for trips to originate at one land use within the development and have a destination at another land use within the development – internal capture. The internal capture rates utilized in this report were based on the data contained in the ITE Trip Generation Handbook, 3rd Edition (NCHRP 684).

As stated previously, studies contained in the ITE Trip Generation Manual, 11th Edition, indicate that a percentage of the retail trips may exist on the adjacent roadways – passerby capture. However, the passerby trip ends are not to exceed 10% of the background traffic on the adjacent roadways. Therefore, the new external PM peak hour trip ends attracted by the proposed project would be 1,172 trip ends with 452 inbound and 720 outbound, as shown in Table 3.

TABLE 3

ESTIMATED PM PEAK HOUR TRIP ENDS

Land Use	ITE LUC	Size	PM Peak Hour Trip Ends (1)			Internal Trip Ends (2)			Passerby Trip Ends (3)			New External PM Peak Hour Trip Ends		
			In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total
Business Park	770	515,000 SF	160	457	617	17	41	58	0	0	0	143	416	559
Convenience Store/ Gas Station	945	6,000 SF	237	237	474	47	37	84	119	126	245	71	74	145
Fast- Food Restaurant w/ Drive Thru	934	11,750 SF	202	186	388	40	36	76	75	69	144	87	81	168
Fast Casual Restaurant	930	4,000 SF	28	22	50	6	4	10	8	7	15	14	11	25
High -Turnover Restaurant	932	7,000 SF	38	25	63	7	5	12	11	8	19	20	12	32
Retail	821	77,660 SF	197	206	403	39	33	72	53	58	111	105	115	220
Coffee/ Donut Shop W/ Drive Thru	937	1,250 SF	25	24	49	5	5	10	8	8	16	12	11	23
		Total	887	1,157	2,044	161	161	322	274	276	550	452	720	1,172

(1) Source: ITE Trip Generation Manual, 11th Edition.
(2) Source: NCHRP Report 684
(3) Source: ITE Trip Generation Manual, 11th Edition.
- Passerby Trip Ends
  - Convinience Store/ Gas Station- 75%
    In - (237-47) x 0.75 = 142
    Out - (237-37) x 0.75 = 150
  - Fast Food Restaurant w/ Drive Thru - 55%
    In - (202-40) x 0.55 = 89
    Out - (186-36) x 0.55 = 82
  - Fast Casual Restaurant - 43%
    In - (28-6) x 0.43 = 9
    Out - (22-4) x 0.43 = 8
  - High Turnover Restaurant - 43%
    In - (38-7) x 0.43 = 13
    Out - (25-5) x 0.43 = 9
  - Retail- 40%
    In - (197-39) x 0.40 = 63
    Out - (206-33) x 0.40 = 69
  - Coffee/ Donut Shop w/ Drive Thru - 50%
    In - (25-5) x 0.50 = 10
    Out - (24-5) x 0.50 = 10
- Passerby Trip Ends should not exceed 10% of the adjacent street traffic
  5,501 (a) x 0.10 = 550 < 654
  (a) Based on PM peak hour background traffic at the intersection of SR 54 and Trinity Towers Self Storage Driveway .
- Passerby Trip Ends were adjusted

DISTRIBUTION/ASSIGNMENT

The distribution of the project traffic was based on the existing traffic and development patterns in the vicinity of the project. The proposed percent distribution of the project was based on the approved Methodology Statement. Figure 2 illustrates the PM peak hour project trip ends on the adjacent roadway network.

STUDY AREA

As per the approved Methodology Statement for the project, the study area includes the following:

Roadway Segment:

- SR 54 from Little Road to Gunn Highway

Intersections:

- SR 54 and Little Road
- SR 54 and Hospital Entrance
- SR 54 and Starkey Boulevard
- SR 54 and Duck Slough Boulevard
- SR 54 and Gunn Highway

BUILDOUT YEAR

The build out year for the project is anticipated to be 2030.

FIGURE 2
PM PEAK HOUR
PROJECT TRAFFIC

BUDGETED IMPROVEMENTS

According to the Pasco County Capital Improvement Plan (CIP), there are no capacity adding improvements budgeted in the vicinity of the project.

According to the Pasco County 2045 Cost Affordable Plan, the following improvements are planned in the vicinity of the project:

- Tower Road from Starkey Boulevard to US 41 is proposed to be a four (4) lane divided roadway.
- Starkey Boulevard is proposed to be extended from SR 54 to Little Road as a four (4) lane divided roadway.
- Corridor Improvements are proposed for SR 54/SR 56 from US 19 to Mansfield Boulevard.

According to the Pasco County 2045 Needs Plan, the following improvements are proposed in the vicinity of the project:

- Tower Road from Starkey Boulevard to US 41 is proposed to be a four (4) lane divided roadway.
- Starkey Boulevard is proposed to be extended from SR 54 to Little Road as a four (4) lane divided roadway.
- Corridor Improvements are proposed for SR 54/SR 56 from US 19 to Mansfield Boulevard.

BACKGROUND TRAFFIC

The 2030 background traffic utilized in the report was calculated as follows:

1) PM (4:00 – 6:00) peak hour turning movement counts were conducted at the following intersections:

    - SR 54 and Little Road
    - SR 54 and Hospital Boulevard
    - SR 54 and Starkey Boulevard
    - SR 54 and Trinity Towers Self Storage Driveway
    - SR 54 and Median Opening
    - SR 54 and Jallo Car Wash Driveway
    - SR 54 and Duck Slough Boulevard
    - SR 54 and Gunn Highway

Figure 3 illustrates the PM peak hour existing traffic.

2) The existing counts were factored to peak season based on the 2023 FDOT Peak Season Adjustment Factors for Pasco County.

Figure 4 illustrates the PM peak hour peak season traffic.

3) The peak season volumes were factored to 2030 utilizing a 2% per year growth rate. Growth rate calculations based on the FDOT AADTs are included in the Appendix.

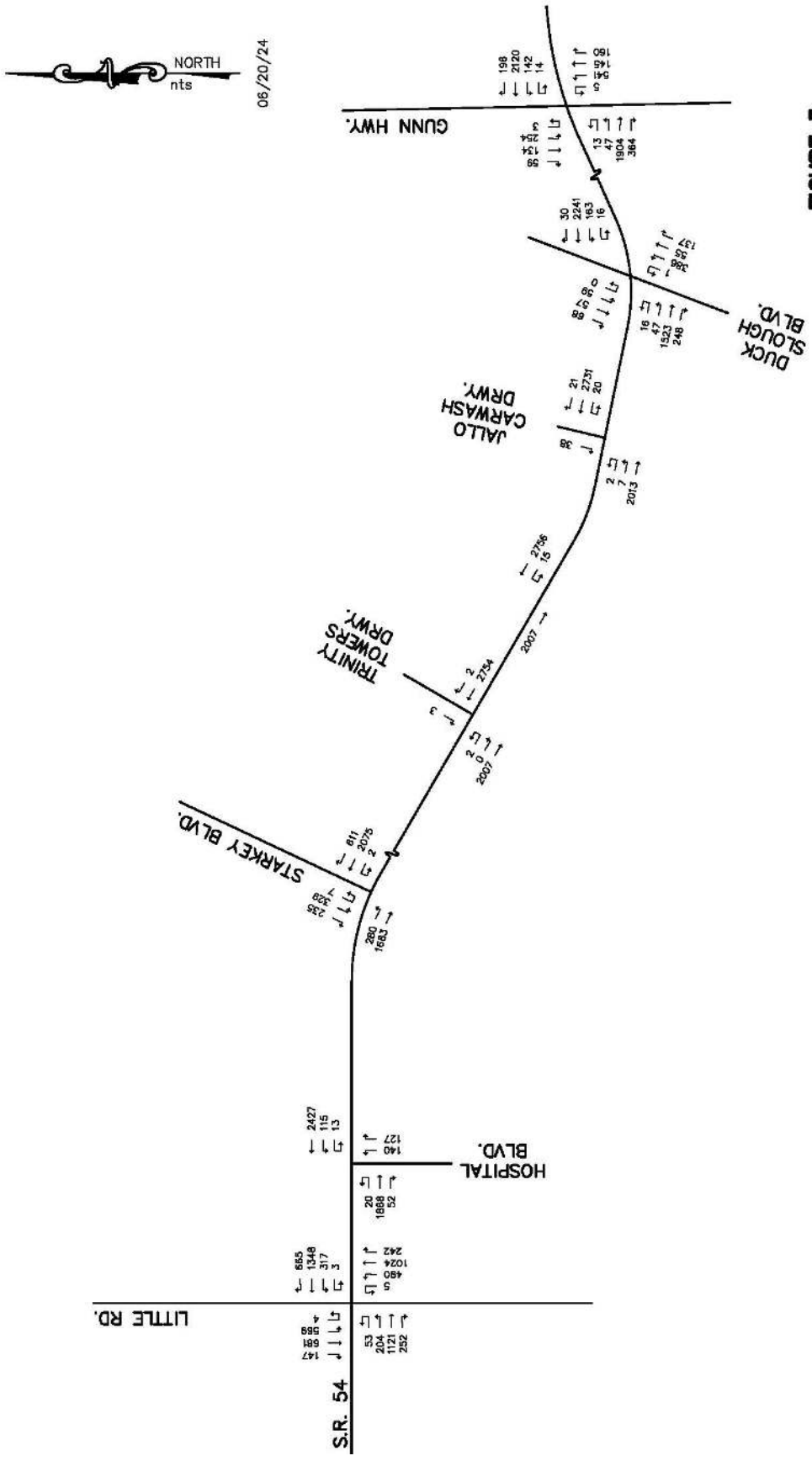


FIGURE 3
PM PEAK HOUR
EXISTING TRAFFIC

LINCKS & ASSOCIATES, LLC.

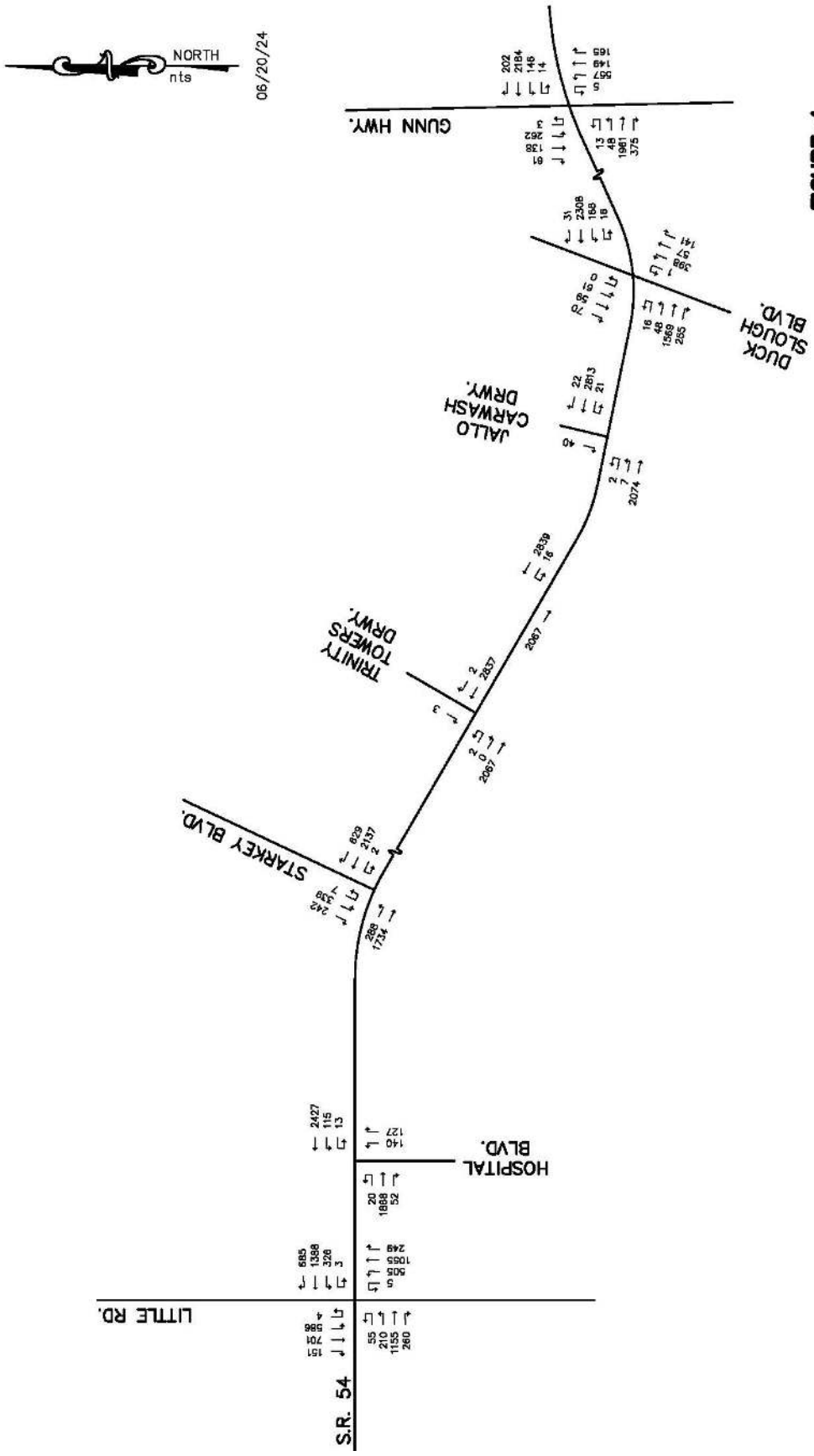


FIGURE 4
PM PEAK HOUR
PEAK SEASON TRAFFIC

LINCKS & ASSOCIATES, LLC.

4) The project traffic associated with 54 Medical Development was added to the volumes above. (See Appendix)

5) In conjunction with the construction of this project, the existing directional median opening within SR 54 at Trinity Towers driveway is proposed to be relocated to provide a full access intersection at the proposed Project Access B.

Figure 5 illustrates the PM peak hour 2030 background traffic and Figure 6 illustrates the PM peak hour 2030 background plus project traffic.

LINK ANALYSIS

PM peak hour generalized capacity analysis was conducted with the 2030 background traffic and with the addition of the project traffic for SR 54 from Little Road to Gunn Highway.

The link analysis was conducted based on the FDOT Generalized Capacities. The results of the analysis are summarized in Table 4 with the existing/budgeted geometry. According to the results shown in Table 4, there are segments of SR 54 that may exceed the adopted V/C ratio 1.0 with the 2030 background traffic. With the addition of the project traffic the increase in the V/C ratio would be between 0.06 and 0.12.

A detailed Arterial Analysis was conducted for SR 54 from Little Road to Gunn Highway and it was summarized in Table 5. As shown in Table 5, SR 54 within the study network should operate within the adopted level of service with 2030 background traffic and the addition of the project traffic.

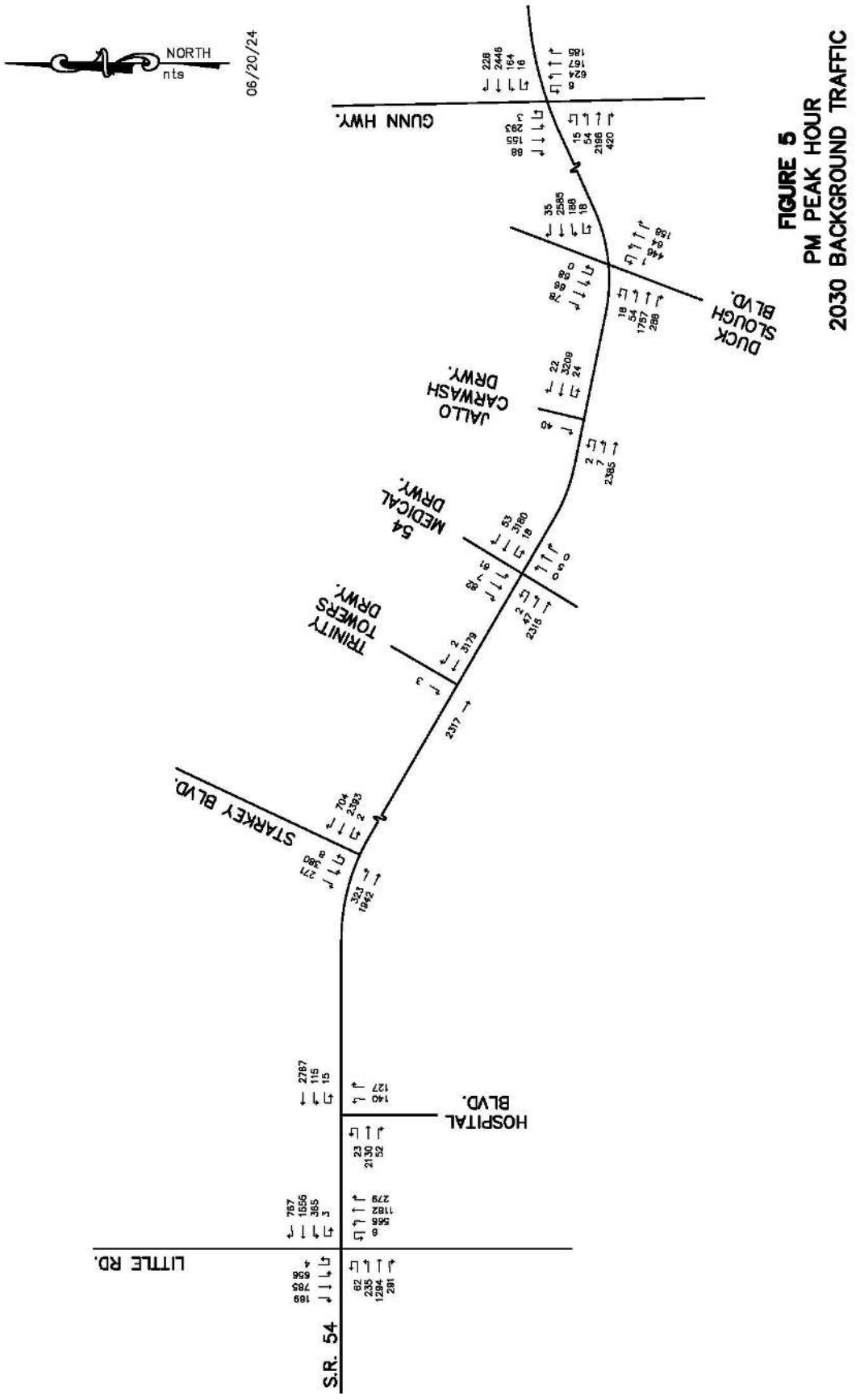


FIGURE 5
PM PEAK HOUR
2030 BACKGROUND TRAFFIC

LINCKS & ASSOCIATES, LLC.

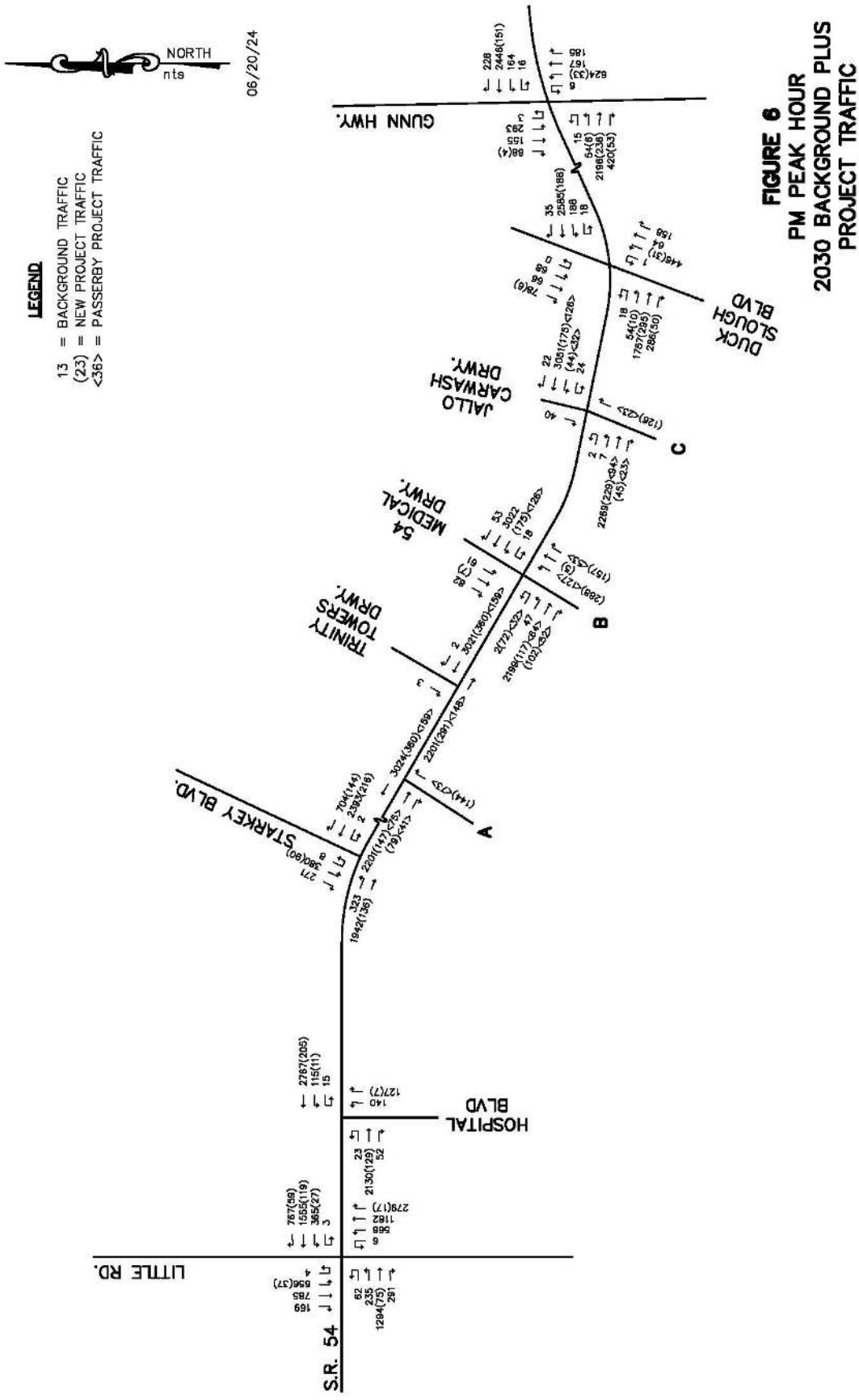


FIGURE 6
PM PEAK HOUR
2030 BACKGROUND PLUS
PROJECT TRAFFIC

LINCKS & ASSOCIATES, LLC.

TABLE 4

LINK CAPACITY ANALYSIS
PM PEAK HOUR
(EXISTING/BUDGETED GEOMETRY)

Segment	From	To	Lanes	V/C Std	Capacity (1)	2030 Background Traffic (2)	V/C	2030 Background Plus Project Traffic (2)	V/C
SR 54	Little Rd	Hospital Blvd	6 LD	D	4,960	4,895	0.99	5,229	1.05
	Hospital Blvd	Starkey Blvd	6 LD	D	4,960	5,162	1.04	5,514	1.11
	Starkey Blvd	Project	6 LD	D	4,960	5,416	1.09	6,002	1.21
	Project	Duck Slough Blvd	6 LD	D	4,960	5,352	1.08	5,944	1.20
	Duck Slough Blvd	Gunn Hwy	6 LD	D	4,960	5,511	1.11	5,994	1.21

1) Based on 2023 FDOT Generalized Capacity Tables.
2) See Figures 5 and 6 of this report.

TABLE 5

LINK CAPACITY ANALYSIS
PM PEAK HOUR
(EXISTING/BUDGETED GEOMETRY)

Segment	From	To	Lanes	Direction	LOS Std	2030 Background Traffic LOS (1)	2030 Background Plus Project Traffic LOS (1)
SR 54	Little Rd	Gunn Hwy	6 LD	EB	D	B	C
				WB	D	C	D

(1) Based on Synchro Arterial Analysis.

INTERSECTION ANALYSIS

The following intersections were analyzed during the PM peak hour:

- SR 54 and Little Road
- SR 54 and Hospital Entrance
- SR 54 and Starkey Boulevard
- SR 54 and Duck Slough Boulevard
- SR 54 and Gunn Highway

The analysis was performed utilizing the methodology described in Chapter 18, Signalized Intersections of Transportation Research Board (TRB) Special Report, the 2010 Highway Capacity Manual. Table 6 summarizes the results of the signalized intersection analysis. The results are summarized in the following paragraphs:

SR 54 and Little Road

This is a signalized intersection. Table 6 summarizes the results for signalized intersection analysis with the 2030 background traffic. With the addition of the project traffic only minor increase in the V/C ratio is shown (0.0 to 0.08).

SR 54 and Hospital Boulevard

This is a signalized intersection. Signalized intersection analysis indicates that all movements within the intersection should operate within the adopted V/C and delay criteria with the 2030 background traffic and with the addition of the project traffic, as shown in Table 6.

TABLE 6

ESTIMATED INTERSECTION ANALYSIS (SIGNALIZED)
EXISTING/BUDGETED GEOMETRY
PM PEAK HOUR

		2030 Background Traffic						2030 Background Plus Project Traffic					
		Left		Through		Right		Left		Through		Right	
Intersection	Movement	Delay	V/C	Delay	V/C	Delay	V/C	Delay	V/C	Delay	V/C	Delay	V/C
SR 54 and	EB	126.2	0.95	75.6	0.88	20.3	0.34	126.2	0.95	80.9	0.94	20.3	0.34
Little Rd	WB	124.4	1.01	107.1	1.01	37.3	0.87	131.7	1.08	126.7	1.09	47.4	0.93
	NB	91.2	0.86	102.1	1.01	35.7	0.44	91.2	0.86	102.1	1.01	37.1	0.46
	SB	107.2	0.98	72.5	0.66	27.0	0.27	118.3	1.03	72.5	0.66	27.0	0.27
SR 54 and	EB	31.8	0.24	9.8	0.64	0.6	0.05	33.2	0.24	11.1	0.68	0.8	0.05
Hospital Blvd	WB	68.1	0.66	19.2	0.76	-	-	77.4	0.72	24.9	0.82	-	-
	NB	114.0	0.79	-	-	16.1	0.47	114.0	0.79	-	-	20.0	0.50
SR 54 and	EB	117.6	1.00	6.8	0.55	-	-	124.5	1.00	5.4	0.59	-	-
Starkey Blvd	WB	28.5	0.02	68.1	1.00	30.1	0.78	16.5	0.03	81.1	1.09	21.5	0.79
	SB	123.0	1.01	-	-	28.8	0.57	190.6	1.25	-	-	38.5	0.60
SR 54 and	EB	134.5	0.76	44.6	0.74	3.6	0.32	97.2	0.82	71.5	0.87	36.4	0.40
Duck Slough Blvd	WB	115.8	0.91	42.9	0.94	0.0	0.04	91.8	0.79	43.4	0.99	0.0	0.04
	NB	88.5	0.77	70.9	0.68	70.9	0.68	99.6	0.89	74.7	0.73	74.7	0.73
	SB	109.8	0.58	105.6	0.54	3.6	0.33	109.8	0.58	105.6	0.54	4.0	0.35
SR 54 and	EB	129.4	0.44	41.8	0.90	8.0	0.39	81.9	0.47	89.7	0.99	10.8	0.44
Gunn Hwy	WB	103.0	0.69	53.1	0.94	1.8	0.21	103.0	0.69	64.4	1.00	1.8	0.21
	NB	100.0	0.91	114.0	0.92	35.1	0.36	105.7	0.95	115.7	0.93	35.0	0.36
	SB	124.6	0.94	133.9	0.91	11.8	0.24	129.0	0.96	138.3	0.92	12.9	0.26

SR 54 and Starkey Boulevard

This is a signalized intersection. Table 6 summarizes the results of the signalized intersection analysis with the 2030 background traffic and with the addition of the project traffic, as shown in Table 6. The primary exceedance of the adopted V/C ratio in the southbound left turn movement. The required improvement – southbound dual left turn lanes have been deferred.

SR 54 and Duck Slough Boulevard

This is a signalized intersection. Signalized intersection analysis indicates that all movements within the intersection should operate within the adopted V/C and delay criteria with the 2030 background traffic and with the addition of the project traffic, as shown in Table 6.

SR 54 and Gunn Highway

This is a signalized intersection. Signalized intersection analysis indicates that all movements within the intersection should operate within the adopted V/C and delay criteria with the 2030 background traffic and with the addition of the project traffic, as shown in Table 6.

CONCLUSION

Based on the Timing and Phasing Analysis, the detailed Arterial Analysis shows the subject segment along SR 54 within the study network operates within the adopted level of service with the 2030 background traffic and with the addition of the project traffic. There are intersections along SR 54 that may exceed the adopted V/C ratio and delay

criteria with the 2030 background traffic and with the addition of the project traffic. However, the planned improvements within the vicinity of the project (I.E., Tower Road and Starkey Boulevard Extension) will divert traffic from SR 54 thus improving the operation of the roadway and intersections.

ACCESS MANAGEMENT ANALYSIS

The Access Management Analysis was conducted for the following intersections:

- SR 54 and Project Accesses

The Access Management Analysis was conducted for the AM and PM peak hours with the 2030 background plus project traffic. The AM peak hour volumes utilized in the analysis are included in the Appendix of this report. The AM and PM peak hour intersection capacity analyses were performed utilizing the methodology described Chapters 18 and 19, Signalized and Unsignalized Intersections of the Transportation Research Board (TRB) Special Report, the Highway Capacity Manual 6th Edition. Tables 7 and 8 summarize the results of the analysis and the results are also discussed in the following paragraphs:

SR 54 and Project Access A

This access is proposed to be unsignalized with right-in/right-out access to SR 54. Table 8 summarizes the results of the unsignalized intersection analysis during the AM and PM peak hours with the 2030 background plus project traffic.

TABLE 7

ESTIMATED INTERSECTION ANALYSIS
(SIGNALIZED)

		AM Peak Hour 2030 Background Plus Project Traffic						PM Peak Hour 2030 Background Plus Project Traffic					
		Left		Through		Right		Left		Through		Right	
Intersection	Movement	Delay	V/C	Delay	V/C	Delay	V/C	Delay	V/C	Delay	V/C	Delay	V/C
SR 54 and	EB	114.8	0.76	54.3	0.99	1.6	0.22	128.6	0.96	37.1	0.84	2.2	0.13
Project Access B	WB	127.0	1.00	25.1	0.62	1.4	0.06	112.1	0.85	58.1	1.03	0.5	0.05
	NB	111.3	0.81	16.3	0.45	16.3	0.45	130.0	1.01	24.7	0.56	24.7	0.56
	SB	112.9	0.49	26.0	0.29	26.0	0.29	116.7	0.61	23.6	0.42	23.6	0.42

TABLE 8

ESTIMATED INTERSECTION ANALYSIS
(UNSIGNALIZED)

		AM Peak Hour 2030 Background Plus Project Traffic						PM Peak Hour 2030 Background Plus Project Traffic					
		Left		Through		Right		Left		Through		Right	
Intersection	Movement	Delay	V/C	Delay	V/C	Delay	V/C	Delay	V/C	Delay	V/C	Delay	V/C
SR 54 and Project Access A	NB	-	-	-	-	18.3	0.40	-	-	-	-	56.0	0.81
SR 54 and Project Access C	EB	33.9	0.15	*	*	*	*	56.4	0.12	*	*	*	*
	WB	383.3	1.55	*	*	*	*	148.3	0.95	*	*	*	*
	NB	-	-	-	-	14.2	0.14	-	-	-	-	13.1	0.26
	SB	-	-	-	-	10.7	0.01	-	-	-	-	17.9	0.13

* Freeflow, therefore delay and V/C ratio not calculated

SR 54 and Project Access B

This intersection is proposed to have full access to SR 54 and align with 54 Medical Development driveway. The intersection is proposed to be signalized when warranted. Table 7 summarizes the results of the signalized analysis during the AM and PM peak hours with the 2030 background plus project traffic.

SR 54 and Project Access C

This intersection is proposed to have left-in/right-in/right-out access to SR 54. Table 8 summarizes the results of the unsignalized intersection analysis during the AM and PM peak hours with the 2030 background plus project traffic. Although, the analysis shows the westbound left only exceeds the delay and V/C ratio, the HCS analysis does not take into account the gaps created in the eastbound traffic by the signal at the main entrance. Therefore, the delay and V/C ratio will likely be better than indicated in the analysis.

ACCESS RECOMMENDATIONS

The methodology utilized to determine the need for a right and/or left turn lanes was based on the Section 901.3 of the Pasco County Land Development Code and FDOT Multimodal Access Management Guidebook, 2023. The access recommendations are summarized in Table 9 and discussed below:

SR 54 and Project Access A

This project driveway is proposed to have right-in/right-out access to SR 54. Based on the projected volumes, an eastbound right turn lane is warranted, as shown in Table 9. It is recommended a 350 foot eastbound right turn lane be provided.

TABLE 9

ACCESS RECOMMENDATIONS

Intersection	Movement	Volume (1)	Turn Lane Warranted (2)	Number of Lanes	Queue Length (3)	Deceleration Length (4)	Total Length	Existing Length	Provided Length
SR 54 and Project Access A	EBR	202/120	Yes	1	0'	350'	350'	-	350'
SR 54 and Project Access B	EBL	125/153	Yes	1	350'	350'	700'	-	700'
	EBR	260/154	Yes	1	100'	350'	450'	-	450'
	WBL	427/319	Yes	2	425'	350'	775'	-	625'
	NBL	230/415	Yes	2	425'	0'	425'	-	425'
SR 54 and Project Access C	EBR	115/68	Yes	1	0'	350'	350'	-	350'
	WBL	127/100	Yes	1	100'	350'	405'	310'	310'

(1) See Figures A-6 and 6, 2030 Background plus Project Traffic, of this report.
(2) Based on FDOT Multimodal Access Management Guidebook, 2023 and Section 901.3 of Pasco County Land Development Code.
(3) Queue Length Calculation:
SR 54 and Project Access B:
Based on 95th Percentile Queue from SYNCHRO
SR 54 and Project Access C:
WBL - 127/30 x 25 = 106' Use 100'
(4) Based on FDOT Design Manual Exhibit 212-1 and design speed of 55 MPH on SR 54 (Posted).

SR 54 and Project Access B

This project driveway is proposed to have full access to SR 54 and the future 54 medical driveway is to align with the access. Based on the projected volumes, a 700 foot eastbound left turn lane, a 450 foot eastbound right turn lane, and a 425 foot dual northbound left turn lanes are recommended, as shown in Table 9. It should be noted the required length of the dual westbound left turn lanes to meet full queue plus deceleration length should be 775 feet. However, due to the eastbound left turn lane serving the retail center the maximum length total be provided as 625 feet. It should be noted the length provided provides the 95th percentile queue. Also, the original design speed for SR 54 was 45 MPH. Therefore, the deceleration length for the turn lanes along SR 54 were designed with a 185 foot deceleration length versus the 350 feet utilized in the analysis.

SR 54 and Project Access C

This project driveway is proposed to have left-in/right-in/right-out access to SR 54. Based on the projected volumes, an eastbound right turn lane is warranted, as shown in Table 9. There is an existing approximately 310 foot westbound left turn. It is recommended a 350 foot eastbound right turn lane be provided. It is not feasible to extend the existing westbound left turn lane due to the eastbound left turn lane at Country Place Boulevard.

Appendix "E"

Intersection Analysis

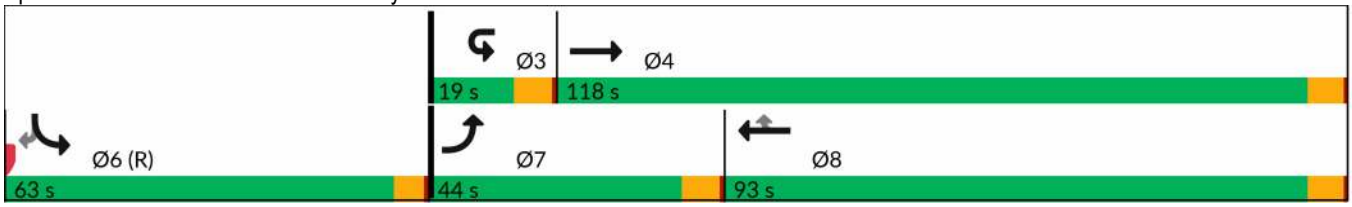


Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	298	1978	8	2580	721	419	245
Future Volume (vph)	298	1978	8	2580	721	419	245
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	525		500		890	0	0
Storage Lanes	1		1		1	1	1
Taper Length (ft)	25		25			25	
Lane Util. Factor	1.00	0.91	1.00	0.91	1.00	1.00	1.00
Frt					0.850		0.850
Flt Protected	0.950		0.950			0.950	
Satd. Flow (prot)	1770	5085	1770	5085	1583	1770	1583
Flt Permitted	0.950		0.950			0.950	
Satd. Flow (perm)	1770	5085	1770	5085	1583	1770	1583
Right Turn on Red					Yes		Yes
Satd. Flow (RTOR)					746		163
Link Speed (mph)		55		55		55	
Link Distance (ft)		4400		2100		932	
Travel Time (s)		54.5		26.0		11.6	
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Adj. Flow (vph)	320	2127	9	2774	775	451	263
Shared Lane Traffic (%)							
Lane Group Flow (vph)	320	2127	9	2774	775	451	263
Enter Blocked Intersection	No	No	No	No	No	No	No
Lane Alignment	Left	Left	R NA	Left	Right	Left	Right
Median Width(ft)		12		12		12	
Link Offset(ft)		0		0		0	
Crosswalk Width(ft)		16		16		16	
Two way Left Turn Lane							
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9		9	15	9
Number of Detectors	1	2	1	2	1	1	1
Detector Template	Left	Thru	Left	Thru	Right	Left	Right
Leading Detector (ft)	20	100	20	100	20	20	20
Trailing Detector (ft)	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	20	6	20	20	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel							
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94		94			
Detector 2 Size(ft)		6		6			
Detector 2 Type		Cl+Ex		Cl+Ex			
Detector 2 Channel							
Detector 2 Extend (s)		0.0		0.0			
Turn Type	Prot	NA	Prot	NA	Perm	Prot	Perm
Protected Phases	7	4	3	8		6	
Permitted Phases					8		6

Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Detector Phase	7	4	3	8	8	6	6
Switch Phase							
Minimum Initial (s)	7.0	20.0	7.0	20.0	20.0	7.0	7.0
Minimum Split (s)	13.1	30.5	13.1	26.1	26.1	20.9	20.9
Total Split (s)	44.0	118.0	19.0	93.0	93.0	63.0	63.0
Total Split (%)	22.0%	59.0%	9.5%	46.5%	46.5%	31.5%	31.5%
Maximum Green (s)	37.9	111.9	12.9	86.9	86.9	58.1	58.1
Yellow Time (s)	5.6	5.6	5.6	5.6	5.6	4.4	4.4
All-Red Time (s)	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	6.1	6.1	6.1	6.1	6.1	4.9	4.9
Lead/Lag	Lead	Lag	Lead	Lag	Lag		
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	None	None	None	None	C-Max	C-Max
Walk Time (s)		5.0		5.0	5.0	5.0	5.0
Flash Don't Walk (s)		11.0		11.0	11.0	11.0	11.0
Pedestrian Calls (#/hr)		0		0	0	0	0
Act Effct Green (s)	37.4	125.4	7.3	87.4	87.4	58.1	58.1
Actuated g/C Ratio	0.19	0.63	0.04	0.44	0.44	0.29	0.29
v/c Ratio	0.97	0.67	0.14	1.25	0.70	0.88	0.46
Control Delay (s/veh)	120.3	26.0	118.6	147.8	3.5	86.2	23.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	120.3	26.0	118.6	147.8	3.5	86.2	23.8
LOS	F	C	F	F	A	F	C
Approach Delay (s/veh)		38.3		116.3		63.2	
Approach LOS		D		F		E	

Intersection Summary			
Area Type:	Other		
Cycle Length: 200			
Actuated Cycle Length: 200			
Offset: 0 (0%), Referenced to phase 2: and 6:SBL, Start of Green			
Natural Cycle: 150			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 1.25			
Intersection Signal Delay (s/veh): 82.3		Intersection LOS: F	
Intersection Capacity Utilization 103.8%		ICU Level of Service G	
Analysis Period (min) 15			

Splits and Phases: 4: SR 54 & Starkey Blvd.



Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	104	18	2279	154	301	2909	15	415	5	210	35	7
Future Volume (vph)	104	18	2279	154	301	2909	15	415	5	210	35	7
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		400		0	660		0	200		0	200	
Storage Lanes		1		1	2		1	2		0	1	
Taper Length (ft)		25			25			25			25	
Lane Util. Factor	0.91	1.00	0.91	1.00	0.97	0.91	1.00	0.97	1.00	1.00	1.00	1.00
Frt				0.850			0.850		0.853			0.871
Flt Protected		0.950			0.950			0.950			0.950	
Satd. Flow (prot)	0	1770	5085	1583	3433	5085	1583	3433	1589	0	1770	1622
Flt Permitted		0.950			0.950			0.950			0.950	
Satd. Flow (perm)	0	1770	5085	1583	3433	5085	1583	3433	1589	0	1770	1622
Right Turn on Red				Yes			Yes			Yes		
Satd. Flow (RTOR)				86			71		212			42
Link Speed (mph)			55			55			55			55
Link Distance (ft)			2100			5280			1114			927
Travel Time (s)			26.0			65.5			13.8			11.5
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.99	0.99	0.99	0.99	0.99	0.98	0.98
Adj. Flow (vph)	106	18	2326	157	307	2938	15	419	5	212	36	7
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	124	2326	157	307	2938	15	419	217	0	36	49
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	R NA	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left
Median Width(ft)			24			24			24			24
Link Offset(ft)			0			0			0			0
Crosswalk Width(ft)			16			16			16			16
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	9	15		9	15		9	15		9	15	
Number of Detectors	1	1	2	1	1	2	1	1	2		1	2
Detector Template	Left	Left	Thru	Right	Left	Thru	Right	Left	Thru		Left	Thru
Leading Detector (ft)	20	20	100	20	20	100	20	20	100		20	100
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0		0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0		0	0
Detector 1 Size(ft)	20	20	6	20	20	6	20	20	6		20	6
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0
Detector 2 Position(ft)			94			94			94			94
Detector 2 Size(ft)			6			6			6			6
Detector 2 Type			Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex
Detector 2 Channel												
Detector 2 Extend (s)			0.0			0.0			0.0			0.0
Turn Type	Prot	Prot	NA	Perm	Prot	NA	Perm	Prot	NA		Prot	NA
Protected Phases	7	7	4		3	8		5	2		1	6
Permitted Phases				4			8					

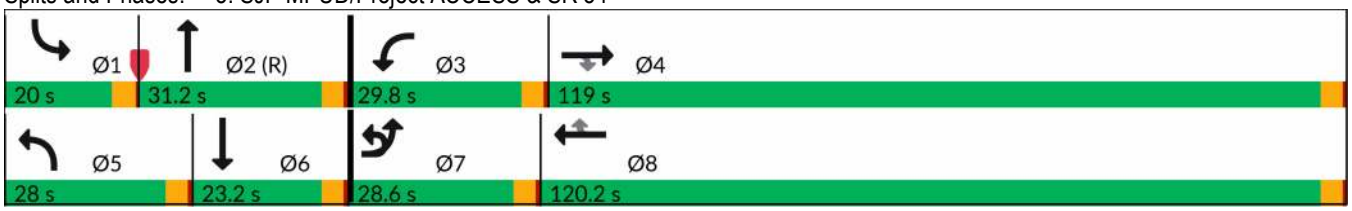


Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	41
Future Volume (vph)	41
Ideal Flow (vphpl)	1900
Storage Length (ft)	0
Storage Lanes	0
Taper Length (ft)	
Lane Util. Factor	1.00
Frt	
Flt Protected	
Satd. Flow (prot)	0
Flt Permitted	
Satd. Flow (perm)	0
Right Turn on Red	Yes
Satd. Flow (RTOR)	
Link Speed (mph)	
Link Distance (ft)	
Travel Time (s)	
Peak Hour Factor	0.98
Adj. Flow (vph)	42
Shared Lane Traffic (%)	
Lane Group Flow (vph)	0
Enter Blocked Intersection	No
Lane Alignment	Right
Median Width(ft)	
Link Offset(ft)	
Crosswalk Width(ft)	
Two way Left Turn Lane	
Headway Factor	1.00
Turning Speed (mph)	9
Number of Detectors	
Detector Template	
Leading Detector (ft)	
Trailing Detector (ft)	
Detector 1 Position(ft)	
Detector 1 Size(ft)	
Detector 1 Type	
Detector 1 Channel	
Detector 1 Extend (s)	
Detector 1 Queue (s)	
Detector 1 Delay (s)	
Detector 2 Position(ft)	
Detector 2 Size(ft)	
Detector 2 Type	
Detector 2 Channel	
Detector 2 Extend (s)	
Turn Type	
Protected Phases	
Permitted Phases	

Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Detector Phase	7	7	4	4	3	8	8	5	2		1	6
Switch Phase												
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0		5.0	5.0
Minimum Split (s)	10.5	10.5	22.5	22.5	10.5	22.5	22.5	20.0	22.5		20.0	22.5
Total Split (s)	28.6	28.6	119.0	119.0	29.8	120.2	120.2	28.0	31.2		20.0	23.2
Total Split (%)	14.3%	14.3%	59.5%	59.5%	14.9%	60.1%	60.1%	14.0%	15.6%		10.0%	11.6%
Maximum Green (s)	24.6	24.6	115.0	115.0	25.8	116.2	116.2	24.0	27.2		16.0	19.2
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5		3.5	3.5
All-Red Time (s)	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5		0.5	0.5
Lost Time Adjust (s)		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0
Total Lost Time (s)		4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0
Lead/Lag	Lead	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		3.0	3.0
Recall Mode	None	None	None	None	None	None	None	Max	C-Max		Max	Max
Walk Time (s)			5.0	5.0		5.0	5.0	5.0	5.0		5.0	5.0
Flash Don't Walk (s)			11.0	11.0		11.0	11.0	11.0	11.0		11.0	11.0
Pedestrian Calls (#/hr)			0	0		0	0	0	0		0	0
Act Effct Green (s)		19.0	118.2	118.2	22.6	121.8	121.8	24.0	27.2		16.0	19.2
Actuated g/C Ratio		0.10	0.59	0.59	0.11	0.61	0.61	0.12	0.14		0.08	0.10
v/c Ratio		0.74	0.77	0.16	0.79	0.95	0.02	1.02	0.54		0.26	0.25
Control Delay (s/veh)		111.1	19.5	4.4	109.5	15.7	0.0	132.7	14.5		91.4	28.7
Queue Delay		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0
Total Delay (s/veh)		111.1	19.5	4.4	109.5	15.7	0.0	132.7	14.5		91.4	28.7
LOS		F	B	A	F	B	A	F	B		F	C
Approach Delay (s/veh)			22.9			24.5			92.4			55.3
Approach LOS			C			C			F			E

Intersection Summary			
Area Type:	Other		
Cycle Length: 200			
Actuated Cycle Length: 200			
Offset: 0 (0%), Referenced to phase 2:NBT, Start of Green			
Natural Cycle: 150			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 1.02			
Intersection Signal Delay (s/veh): 30.8		Intersection LOS: C	
Intersection Capacity Utilization 93.7%		ICU Level of Service F	
Analysis Period (min) 15			

Splits and Phases: 5: SJP MPUD/Project ACCESS & SR 54





Lane Group	SBR
Detector Phase	
Switch Phase	
Minimum Initial (s)	
Minimum Split (s)	
Total Split (s)	
Total Split (%)	
Maximum Green (s)	
Yellow Time (s)	
All-Red Time (s)	
Lost Time Adjust (s)	
Total Lost Time (s)	
Lead/Lag	
Lead-Lag Optimize?	
Vehicle Extension (s)	
Recall Mode	
Walk Time (s)	
Flash Don't Walk (s)	
Pedestrian Calls (#/hr)	
Act Effct Green (s)	
Actuated g/C Ratio	
v/c Ratio	
Control Delay (s/veh)	
Queue Delay	
Total Delay (s/veh)	
LOS	
Approach Delay (s/veh)	
Approach LOS	

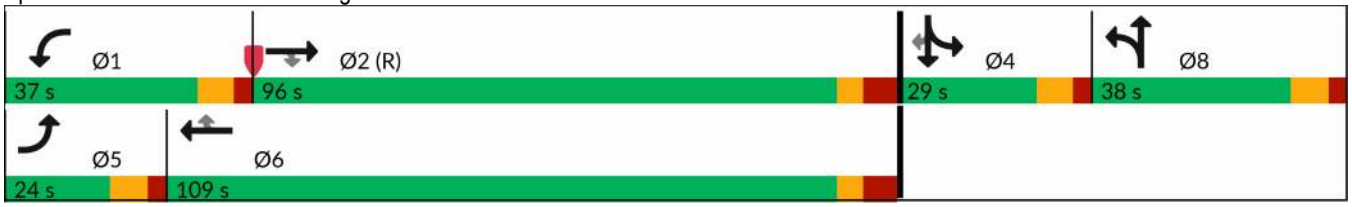
Intersection Summary

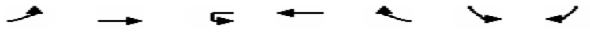
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	56	2097	308	153	2616	50	441	58	122	77	65	67
Future Volume (vph)	56	2097	308	153	2616	50	441	58	122	77	65	67
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	520		520	520		520	300		0	100		100
Storage Lanes	1		1	1		1	2		0	1		1
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.91	1.00	1.00	0.91	1.00	0.97	1.00	1.00	1.00	1.00	1.00
Frt			0.850			0.850		0.898				0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	5085	1583	1770	5085	1583	3433	1673	0	1770	1863	1583
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	5085	1583	1770	5085	1583	3433	1673	0	1770	1863	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			278			118		44				167
Link Speed (mph)		55			55			55			55	
Link Distance (ft)		5280			4315			1027			958	
Travel Time (s)		65.5			53.5			12.7			11.9	
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Adj. Flow (vph)	57	2140	314	156	2669	51	450	59	124	79	66	68
Shared Lane Traffic (%)												
Lane Group Flow (vph)	57	2140	314	156	2669	51	450	183	0	79	66	68
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		24			24			24			24	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2		1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru		Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100		20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0		0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0		0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6		20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Split	NA		Split	NA	Perm
Protected Phases	5	2		1	6		8	8		4	4	
Permitted Phases			2			6						4

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	5	2	2	1	6	6	8	8		4	4	4
Switch Phase												
Minimum Initial (s)	6.4	20.0	20.0	7.0	20.0	20.0	10.0	10.0		10.0	10.0	10.0
Minimum Split (s)	24.2	29.0	29.0	15.2	29.0	29.0	28.2	28.2		28.2	28.2	28.2
Total Split (s)	24.0	96.0	96.0	37.0	109.0	109.0	38.0	38.0		29.0	29.0	29.0
Total Split (%)	12.0%	48.0%	48.0%	18.5%	54.5%	54.5%	19.0%	19.0%		14.5%	14.5%	14.5%
Maximum Green (s)	15.8	87.0	87.0	28.8	100.0	100.0	29.8	29.8		20.8	20.8	20.8
Yellow Time (s)	5.5	4.0	4.0	5.5	4.0	4.0	5.5	5.5		5.5	5.5	5.5
All-Red Time (s)	2.7	5.0	5.0	2.7	5.0	5.0	2.7	2.7		2.7	2.7	2.7
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	8.2	9.0	9.0	8.2	9.0	9.0	8.2	8.2		8.2	8.2	8.2
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag						
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes						
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		3.0	3.0	3.0
Recall Mode	None	C-Max	C-Max	None	Max	Max	None	None		None	None	None
Walk Time (s)	5.0	5.0	5.0		5.0	5.0	5.0	5.0		5.0	5.0	5.0
Flash Don't Walk (s)	11.0	11.0	11.0		11.0	11.0	11.0	11.0		11.0	11.0	11.0
Pedestrian Calls (#/hr)	0	0	0		0	0	0	0		0	0	0
Act Effct Green (s)	11.7	100.5	100.5	22.6	111.4	111.4	28.9	28.9		14.5	14.5	14.5
Actuated g/C Ratio	0.06	0.50	0.50	0.11	0.56	0.56	0.14	0.14		0.07	0.07	0.07
v/c Ratio	0.55	0.84	0.34	0.78	0.94	0.05	0.91	0.66		0.62	0.49	0.25
Control Delay (s/veh)	88.6	78.7	26.7	111.5	49.3	0.1	106.7	72.8		109.8	100.7	2.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Delay (s/veh)	88.6	78.7	26.7	111.5	49.3	0.1	106.7	72.8		109.8	100.7	2.3
LOS	F	E	C	F	D	A	F	E		F	F	A
Approach Delay (s/veh)		72.4			51.8			96.9			72.6	
Approach LOS		E			D			F			E	

Intersection Summary			
Area Type:	Other		
Cycle Length: 200			
Actuated Cycle Length: 200			
Offset: 28 (14%), Referenced to phase 2:EBT, Start of Green			
Natural Cycle: 150			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.94			
Intersection Signal Delay (s/veh): 65.4		Intersection LOS: E	
Intersection Capacity Utilization 104.8%		ICU Level of Service G	
Analysis Period (min) 15			

Splits and Phases: 8: Duck Slough Blvd. & SR 54



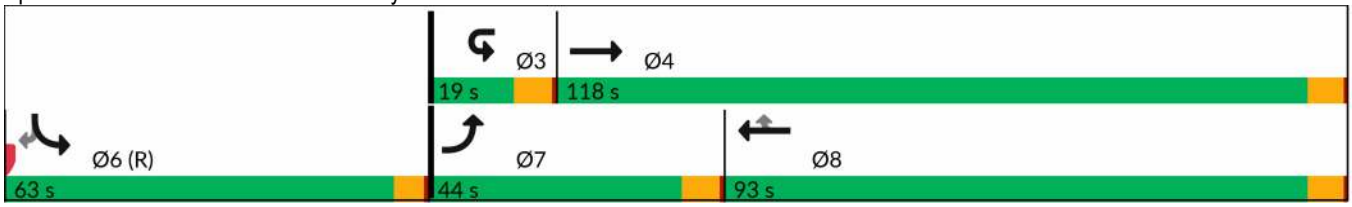


Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	297	2021	8	2609	734	436	244
Future Volume (vph)	297	2021	8	2609	734	436	244
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	525		500		890	0	0
Storage Lanes	1		1		1	1	1
Taper Length (ft)	25		25			25	
Lane Util. Factor	1.00	0.91	1.00	0.91	1.00	1.00	1.00
Frt					0.850		0.850
Flt Protected	0.950		0.950			0.950	
Satd. Flow (prot)	1770	5085	1770	5085	1583	1770	1583
Flt Permitted	0.950		0.950			0.950	
Satd. Flow (perm)	1770	5085	1770	5085	1583	1770	1583
Right Turn on Red					Yes		Yes
Satd. Flow (RTOR)					747		156
Link Speed (mph)		55		55		55	
Link Distance (ft)		4400		2100		932	
Travel Time (s)		54.5		26.0		11.6	
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Adj. Flow (vph)	319	2173	9	2805	789	469	262
Shared Lane Traffic (%)							
Lane Group Flow (vph)	319	2173	9	2805	789	469	262
Enter Blocked Intersection	No	No	No	No	No	No	No
Lane Alignment	Left	Left	R NA	Left	Right	Left	Right
Median Width(ft)		12		12		12	
Link Offset(ft)		0		0		0	
Crosswalk Width(ft)		16		16		16	
Two way Left Turn Lane							
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9		9	15	9
Number of Detectors	1	2	1	2	1	1	1
Detector Template	Left	Thru	Left	Thru	Right	Left	Right
Leading Detector (ft)	20	100	20	100	20	20	20
Trailing Detector (ft)	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	20	6	20	20	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel							
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94		94			
Detector 2 Size(ft)		6		6			
Detector 2 Type		Cl+Ex		Cl+Ex			
Detector 2 Channel							
Detector 2 Extend (s)		0.0		0.0			
Turn Type	Prot	NA	Prot	NA	Perm	Prot	Perm
Protected Phases	7	4	3	8		6	
Permitted Phases					8		6

Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Detector Phase	7	4	3	8	8	6	6
Switch Phase							
Minimum Initial (s)	7.0	20.0	7.0	20.0	20.0	7.0	7.0
Minimum Split (s)	13.1	30.5	13.1	26.1	26.1	20.9	20.9
Total Split (s)	44.0	118.0	19.0	93.0	93.0	63.0	63.0
Total Split (%)	22.0%	59.0%	9.5%	46.5%	46.5%	31.5%	31.5%
Maximum Green (s)	37.9	111.9	12.9	86.9	86.9	58.1	58.1
Yellow Time (s)	5.6	5.6	5.6	5.6	5.6	4.4	4.4
All-Red Time (s)	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	6.1	6.1	6.1	6.1	6.1	4.9	4.9
Lead/Lag	Lead	Lag	Lead	Lag	Lag		
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	None	None	None	None	C-Max	C-Max
Walk Time (s)		5.0		5.0	5.0	5.0	5.0
Flash Don't Walk (s)		11.0		11.0	11.0	11.0	11.0
Pedestrian Calls (#/hr)		0		0	0	0	0
Act Effct Green (s)	37.4	125.4	7.3	87.4	87.4	58.1	58.1
Actuated g/C Ratio	0.19	0.63	0.04	0.44	0.44	0.29	0.29
v/c Ratio	0.97	0.68	0.14	1.26	0.71	0.91	0.46
Control Delay (s/veh)	120.1	26.5	116.1	151.9	3.0	91.0	25.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	120.1	26.5	116.1	151.9	3.0	91.0	25.3
LOS	F	C	F	F	A	F	C
Approach Delay (s/veh)		38.4		119.2		67.4	
Approach LOS		D		F		E	

Intersection Summary			
Area Type:	Other		
Cycle Length: 200			
Actuated Cycle Length: 200			
Offset: 0 (0%), Referenced to phase 2: and 6:SBL, Start of Green			
Natural Cycle: 150			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 1.26			
Intersection Signal Delay (s/veh): 84.2		Intersection LOS: F	
Intersection Capacity Utilization 105.3%		ICU Level of Service G	
Analysis Period (min) 15			

Splits and Phases: 4: SR 54 & Starkey Blvd.



Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	104	88	2268	153	300	2900	71	415	5	210	77	7
Future Volume (vph)	104	88	2268	153	300	2900	71	415	5	210	77	7
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		400		0	660		0	200		0	200	
Storage Lanes		1		1	2		1	2		0	1	
Taper Length (ft)		25			25			25			25	
Lane Util. Factor	0.91	1.00	0.91	1.00	0.97	0.91	1.00	0.97	1.00	1.00	1.00	1.00
Frt				0.850			0.850		0.853			0.860
Flt Protected		0.950			0.950			0.950			0.950	
Satd. Flow (prot)	0	1770	5085	1583	3433	5085	1583	3433	1589	0	1770	1602
Flt Permitted		0.950			0.950			0.950			0.950	
Satd. Flow (perm)	0	1770	5085	1583	3433	5085	1583	3433	1589	0	1770	1602
Right Turn on Red				Yes			Yes			Yes		
Satd. Flow (RTOR)				86			71		206			57
Link Speed (mph)			55			55			55			55
Link Distance (ft)			2100			5280			1114			927
Travel Time (s)			26.0			65.5			13.8			11.5
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.99	0.99	0.99	0.99	0.99	0.98	0.98
Adj. Flow (vph)	106	90	2314	156	306	2929	72	419	5	212	79	7
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	196	2314	156	306	2929	72	419	217	0	79	101
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	R NA	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left
Median Width(ft)			24			24			24			24
Link Offset(ft)			0			0			0			0
Crosswalk Width(ft)			16			16			16			16
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	9	15		9	15		9	15		9	15	
Number of Detectors	1	1	2	1	1	2	1	1	2		1	2
Detector Template	Left	Left	Thru	Right	Left	Thru	Right	Left	Thru		Left	Thru
Leading Detector (ft)	20	20	100	20	20	100	20	20	100		20	100
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0		0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0		0	0
Detector 1 Size(ft)	20	20	6	20	20	6	20	20	6		20	6
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0
Detector 2 Position(ft)			94			94			94			94
Detector 2 Size(ft)			6			6			6			6
Detector 2 Type			Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex
Detector 2 Channel												
Detector 2 Extend (s)			0.0			0.0			0.0			0.0
Turn Type	Prot	Prot	NA	Perm	Prot	NA	Perm	Prot	NA		Prot	NA
Protected Phases	7	7	4		3	8		5	2		1	6
Permitted Phases				4			8					

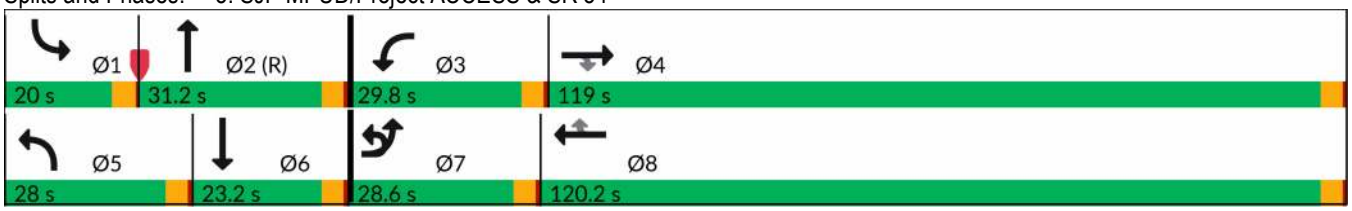


Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	92
Future Volume (vph)	92
Ideal Flow (vphpl)	1900
Storage Length (ft)	0
Storage Lanes	0
Taper Length (ft)	
Lane Util. Factor	1.00
Frt	
Flt Protected	
Satd. Flow (prot)	0
Flt Permitted	
Satd. Flow (perm)	0
Right Turn on Red	Yes
Satd. Flow (RTOR)	
Link Speed (mph)	
Link Distance (ft)	
Travel Time (s)	
Peak Hour Factor	0.98
Adj. Flow (vph)	94
Shared Lane Traffic (%)	
Lane Group Flow (vph)	0
Enter Blocked Intersection	No
Lane Alignment	Right
Median Width(ft)	
Link Offset(ft)	
Crosswalk Width(ft)	
Two way Left Turn Lane	
Headway Factor	1.00
Turning Speed (mph)	9
Number of Detectors	
Detector Template	
Leading Detector (ft)	
Trailing Detector (ft)	
Detector 1 Position(ft)	
Detector 1 Size(ft)	
Detector 1 Type	
Detector 1 Channel	
Detector 1 Extend (s)	
Detector 1 Queue (s)	
Detector 1 Delay (s)	
Detector 2 Position(ft)	
Detector 2 Size(ft)	
Detector 2 Type	
Detector 2 Channel	
Detector 2 Extend (s)	
Turn Type	
Protected Phases	
Permitted Phases	

Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Detector Phase	7	7	4	4	3	8	8	5	2		1	6
Switch Phase												
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0		5.0	5.0
Minimum Split (s)	10.5	10.5	22.5	22.5	10.5	22.5	22.5	20.0	22.5		20.0	22.5
Total Split (s)	28.6	28.6	119.0	119.0	29.8	120.2	120.2	28.0	31.2		20.0	23.2
Total Split (%)	14.3%	14.3%	59.5%	59.5%	14.9%	60.1%	60.1%	14.0%	15.6%		10.0%	11.6%
Maximum Green (s)	24.6	24.6	115.0	115.0	25.8	116.2	116.2	24.0	27.2		16.0	19.2
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5		3.5	3.5
All-Red Time (s)	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5		0.5	0.5
Lost Time Adjust (s)		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0
Total Lost Time (s)		4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0
Lead/Lag	Lead	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		3.0	3.0
Recall Mode	None	None	None	None	None	None	None	Max	C-Max		Max	Max
Walk Time (s)			5.0	5.0		5.0	5.0	5.0	5.0		5.0	5.0
Flash Don't Walk (s)			11.0	11.0		11.0	11.0	11.0	11.0		11.0	11.0
Pedestrian Calls (#/hr)			0	0		0	0	0	0		0	0
Act Effct Green (s)		23.9	118.3	118.3	22.5	116.9	116.9	24.0	27.2		16.0	19.2
Actuated g/C Ratio		0.12	0.59	0.59	0.11	0.58	0.58	0.12	0.14		0.08	0.10
v/c Ratio		0.93	0.77	0.16	0.79	0.99	0.08	1.02	0.55		0.56	0.49
Control Delay (s/veh)		126.6	19.6	4.6	108.5	23.1	0.7	132.7	16.0		104.4	47.4
Queue Delay		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0
Total Delay (s/veh)		126.6	19.6	4.6	108.5	23.1	0.7	132.7	16.0		104.4	47.4
LOS		F	B	A	F	C	A	F	B		F	D
Approach Delay (s/veh)			26.6			30.5			92.9			72.5
Approach LOS			C			C			F			E

Intersection Summary			
Area Type:	Other		
Cycle Length: 200			
Actuated Cycle Length: 200			
Offset: 0 (0%), Referenced to phase 2:NBT, Start of Green			
Natural Cycle: 150			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 1.02			
Intersection Signal Delay (s/veh): 35.9		Intersection LOS: D	
Intersection Capacity Utilization 97.9%		ICU Level of Service F	
Analysis Period (min) 15			

Splits and Phases: 5: SJP MPUD/Project ACCESS & SR 54





Lane Group	SBR
Detector Phase	
Switch Phase	
Minimum Initial (s)	
Minimum Split (s)	
Total Split (s)	
Total Split (%)	
Maximum Green (s)	
Yellow Time (s)	
All-Red Time (s)	
Lost Time Adjust (s)	
Total Lost Time (s)	
Lead/Lag	
Lead-Lag Optimize?	
Vehicle Extension (s)	
Recall Mode	
Walk Time (s)	
Flash Don't Walk (s)	
Pedestrian Calls (#/hr)	
Act Effct Green (s)	
Actuated g/C Ratio	
v/c Ratio	
Control Delay (s/veh)	
Queue Delay	
Total Delay (s/veh)	
LOS	
Approach Delay (s/veh)	
Approach LOS	

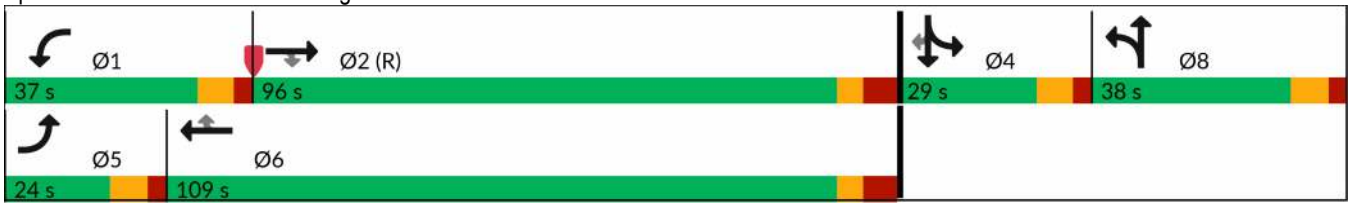
Intersection Summary

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	56	2122	316	152	2652	50	451	58	122	77	65	67
Future Volume (vph)	56	2122	316	152	2652	50	451	58	122	77	65	67
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	520		520	520		520	300		0	100		100
Storage Lanes	1		1	1		1	2		0	1		1
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.91	1.00	1.00	0.91	1.00	0.97	1.00	1.00	1.00	1.00	1.00
Frt			0.850			0.850		0.898				0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	5085	1583	1770	5085	1583	3433	1673	0	1770	1863	1583
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	5085	1583	1770	5085	1583	3433	1673	0	1770	1863	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			282			118		44				167
Link Speed (mph)		55			55			55			55	
Link Distance (ft)		5280			4315			1027			958	
Travel Time (s)		65.5			53.5			12.7			11.9	
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Adj. Flow (vph)	57	2165	322	155	2706	51	460	59	124	79	66	68
Shared Lane Traffic (%)												
Lane Group Flow (vph)	57	2165	322	155	2706	51	460	183	0	79	66	68
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		24			24			24			24	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2		1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru		Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100		20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0		0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0		0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6		20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Split	NA		Split	NA	Perm
Protected Phases	5	2		1	6		8	8		4	4	
Permitted Phases			2			6						4

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	5	2	2	1	6	6	8	8		4	4	4
Switch Phase												
Minimum Initial (s)	6.4	20.0	20.0	7.0	20.0	20.0	10.0	10.0		10.0	10.0	10.0
Minimum Split (s)	24.2	29.0	29.0	15.2	29.0	29.0	28.2	28.2		28.2	28.2	28.2
Total Split (s)	24.0	96.0	96.0	37.0	109.0	109.0	38.0	38.0		29.0	29.0	29.0
Total Split (%)	12.0%	48.0%	48.0%	18.5%	54.5%	54.5%	19.0%	19.0%		14.5%	14.5%	14.5%
Maximum Green (s)	15.8	87.0	87.0	28.8	100.0	100.0	29.8	29.8		20.8	20.8	20.8
Yellow Time (s)	5.5	4.0	4.0	5.5	4.0	4.0	5.5	5.5		5.5	5.5	5.5
All-Red Time (s)	2.7	5.0	5.0	2.7	5.0	5.0	2.7	2.7		2.7	2.7	2.7
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	8.2	9.0	9.0	8.2	9.0	9.0	8.2	8.2		8.2	8.2	8.2
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag						
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes						
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		3.0	3.0	3.0
Recall Mode	None	C-Max	C-Max	None	Max	Max	None	None		None	None	None
Walk Time (s)	5.0	5.0	5.0		5.0	5.0	5.0	5.0		5.0	5.0	5.0
Flash Don't Walk (s)	11.0	11.0	11.0		11.0	11.0	11.0	11.0		11.0	11.0	11.0
Pedestrian Calls (#/hr)	0	0	0		0	0	0	0		0	0	0
Act Effct Green (s)	11.7	100.3	100.3	22.5	111.1	111.1	29.1	29.1		14.5	14.5	14.5
Actuated g/C Ratio	0.06	0.50	0.50	0.11	0.56	0.56	0.15	0.15		0.07	0.07	0.07
v/c Ratio	0.55	0.85	0.34	0.78	0.96	0.05	0.92	0.65		0.62	0.49	0.25
Control Delay (s/veh)	90.2	78.2	26.2	111.5	51.5	0.1	108.1	72.4		109.8	100.7	2.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Delay (s/veh)	90.2	78.2	26.2	111.5	51.5	0.1	108.1	72.4		109.8	100.7	2.3
LOS	F	E	C	F	D	A	F	E		F	F	A
Approach Delay (s/veh)		71.9			53.8			97.9			72.6	
Approach LOS		E			D			F			E	

Intersection Summary			
Area Type:	Other		
Cycle Length: 200			
Actuated Cycle Length: 200			
Offset: 28 (14%), Referenced to phase 2:EBT, Start of Green			
Natural Cycle: 150			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.96			
Intersection Signal Delay (s/veh): 66.2		Intersection LOS: E	
Intersection Capacity Utilization 105.8%		ICU Level of Service G	
Analysis Period (min) 15			

Splits and Phases: 8: Duck Slough Blvd. & SR 54



Appendix "F"

Segment Analysis

Arterial Level of Service: EB SR 54

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
Starkey Blvd.	I	55	54.5	26.0	80.5	0.83	37.3	B
SJP MPUD	I	55	32.6	19.5	52.1	0.40	27.5	C
Duck Slough Blvd.	I	55	65.5	78.7	144.2	1.00	25.0	D
Total	I		152.6	124.2	276.8	2.23	29.0	C

Arterial Level of Service: WB SR 54

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
Duck Slough Blvd.	I	55	53.5	49.3	102.8	0.82	28.6	C
Project ACCESS	I	55	65.5	15.7	81.2	1.00	44.3	A
Starkey Blvd.	I	55	32.6	147.8	180.4	0.40	7.9	F
Total	I		151.6	212.8	364.4	2.21	21.9	D

Arterial Level of Service: EB SR 54

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
Starkey Blvd.	I	55	54.5	26.5	81.0	0.83	37.0	B
SJP MPUD	I	55	32.6	19.6	52.2	0.40	27.4	C
Duck Slough Blvd.	I	55	65.5	78.2	143.7	1.00	25.1	D
Total	I		152.6	124.3	276.9	2.23	29.0	C

Arterial Level of Service: WB SR 54

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
Duck Slough Blvd.	I	55	53.5	51.5	105.0	0.82	28.0	C
Project ACCESS	I	55	65.5	23.1	88.6	1.00	40.6	B
Starkey Blvd.	I	55	32.6	151.9	184.5	0.40	7.8	F
Total	I		151.6	226.5	378.1	2.21	21.1	D

Appendix "G"

FDOT Generalized Service Volume Tables

Appendix B: Florida's Generalized Service Volume Tables

Limited Access

Freeway Generalized Service Volume Tables

(Core Urbanized)

Peak Hour Directional

	B	C	D	E
2 Lane	2,400	3,170	3,970	4,150
3 Lane	3,390	4,600	5,810	6,130
4 Lane	4,340	6,060	7,700	8,170
5 Lane	5,480	7,450	9,680	10,390
6 Lane	6,630	9,220	11,520	12,760

Peak Hour Two-Way

	B	C	D	E
4 Lane	4,360	5,760	7,220	7,550
6 Lane	6,160	8,360	10,560	11,150
8 Lane	7,890	11,020	14,000	14,850
10 Lane	9,960	13,550	17,600	18,890
12 Lane	12,050	16,760	20,950	23,200

AADT

	B	C	D	E
4 Lane	51,300	67,800	84,900	88,800
6 Lane	72,500	98,400	124,200	131,200
8 Lane	92,800	129,600	164,700	174,700
10 Lane	117,200	159,400	207,100	222,200
12 Lane	141,800	197,200	246,500	272,900

(Urbanized)

	B	C	D	E
2 Lane	2,500	3,300	4,070	4,240
3 Lane	3,570	4,900	6,080	6,360
4 Lane	4,720	6,500	8,090	8,490
5 Lane	5,790	8,020	10,020	10,610

	B	C	D	E
4 Lane	4,550	6,000	7,400	7,710
6 Lane	6,490	8,910	11,050	11,560
8 Lane	8,580	11,820	14,710	15,440
10 Lane	10,530	14,580	18,220	19,290

	B	C	D	E
4 Lane	50,600	66,700	82,200	85,700
6 Lane	72,100	99,000	122,800	128,400
8 Lane	95,300	131,300	163,400	171,600
10 Lane	117,000	162,000	202,400	214,300

(Transitioning)

	B	C	D	E
2 Lane	2,430	3,180	3,790	3,910
3 Lane	3,520	4,670	5,610	5,870
4 Lane	4,630	6,170	7,440	7,830
5 Lane	5,690	7,640	9,220	9,800

	B	C	D	E
4 Lane	4,420	5,780	6,890	7,110
6 Lane	6,400	8,490	10,200	10,670
8 Lane	8,420	11,220	13,530	14,240
10 Lane	10,350	13,890	16,760	17,820

	B	C	D	E
4 Lane	45,100	59,000	70,300	72,600
6 Lane	65,300	86,600	104,100	108,900
8 Lane	85,900	114,500	138,100	145,300
10 Lane	105,600	141,700	171,000	181,800

(Rural)

	B	C	D	E
2 Lane	2,010	2,770	3,270	3,650
3 Lane	2,820	3,990	4,770	5,470
4 Lane	3,630	5,220	6,260	7,300

	B	C	D	E
4 Lane	3,650	5,040	5,950	6,640
6 Lane	5,130	7,250	8,670	9,950
8 Lane	6,600	9,490	11,380	13,270

	B	C	D	E
4 Lane	34,800	48,000	56,700	63,200
6 Lane	48,900	69,000	82,600	94,800
8 Lane	62,900	90,400	108,400	126,400

Adjustment Factors

Auxiliary Lanes Present in Analysis Direction Adjustment: +1,000
Ramp Metering Present Adjustment: Multiply by 1.05

Auxiliary Lanes Present in Analysis Direction Adjustment: +1,800
Ramp Metering Present Adjustment: Multiply by 1.05

Auxiliary Lanes Present in Analysis Direction Adjustment: +20,000
Ramp Metering Present Adjustment: Multiply by 1.05

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.

Limited Access

Input Parameters

Roadway Characteristics

	Core Urbanized	Urbanized	Transitioning	Rural
Number of Lanes (one direction)	2-6	2.5	2-5	2-4
Posted Speed (mph)	65	70	70	70
Auxiliary Lanes	No	No	No	No
Lane Width (feet)	12	12	12	12
Total Ramp Density (ramps/mile)	1.33	2.67	0.50	0.17
Facility Length (miles)	3	3	6	18
Terrain	Level	Level	Level	Level

Traffic Characteristics

	Core Urbanized	Urbanized	Transitioning	Rural
Planning Analysis Hour Factor (K)	0.085	0.090	0.098	0.105
Directional Distribution Factor (D)	0.55	0.55	0.55	0.55
Peak Hour Factor (PHF)	0.95	0.95	0.92	0.88
Base Free Flow Speed (mph)	70	75	75	75
Heavy Vehicle Percent (%)	4%	4%	9%	12%
Speed Adjustment Factor (SAF)	0.975	0.975	0.975	0.975
Capacity Adjustment Factor (CAF)	0.968	0.968	0.968	0.968

C1 & C2

Motor Vehicle Highway Generalized Service Volume Tables



(C1-Natural & C2-Rural)

Peak Hour Directional

	B	C	D	E
1 Lane	240	430	730	1,490
2 Lane	1,670	2,390	2,910	3,340
3 Lane	2,510	3,570	4,370	5,010

Peak Hour Two-Way

	B	C	D	E
2 Lane	440	780	1,330	2,710
4 Lane	3,040	4,350	5,290	6,070
6 Lane	4,560	6,490	7,950	9,110

AADT

	B	C	D	E
2 Lane	4,600	8,200	14,000	28,500
4 Lane	32,000	45,800	55,700	63,900
6 Lane	48,000	68,300	83,700	95,900

Adjustment Factors

2 Lane Divided Roadway with Exclusive Left Turn Adjustment: Multiply by 1.05
Multilane Undivided Highway with Exclusive Left Turn Adjustment: Multiply by 0.95
Multilane Undivided Highway without Exclusive Left Turn Adjustment:: Multiply by 0.75

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.

C1 & C2

Input Parameters

Roadway Characteristics

	C1	C2
Number of Lanes (one direction)	1	2-3
Posted Speed (mph)	55	55
Base Free Flow Speed (mph)	60	60
Median Type	Undivided	Divided
Shoulder Width (feet)	3	6
Lane Width (feet)	12	12
% No Passing Zone	20%	
Access-Point Density (access/mile)	2	2
Terrain	Level	Level

Traffic Characteristics

	C1	C2
Planning Analysis Hour Factor (K)	0.095	0.095
Directional Distribution Factor (D)	0.55	0.55
Peak Hour Factor (PHF)	0.88	0.88
Heavy Vehicle Percent (%)	5%	10%
Speed Adjustment Factor (SAF)	0.975	0.975
Capacity Adjustment Factor (CAF)	0.968	0.968

C3C & C3R

Motor Vehicle Arterial Generalized Service Volume Tables



(C3C-Suburban Commercial)

Peak Hour Directional

	B	C	D	E
1 Lane	*	760	1,070	**
2 Lane	*	1,520	1,810	**
3 Lane	*	2,360	2,680	**
4 Lane	*	3,170	3,180	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,380	1,950	**
4 Lane	*	2,760	3,290	**
6 Lane	*	4,290	4,870	**
8 Lane	*	5,760	5,780	**

AADT

	B	C	D	E
2 Lane	*	15,300	21,700	**
4 Lane	*	30,700	36,600	**
6 Lane	*	47,700	54,100	**
8 Lane	*	64,000	64,200	**



(C3R-Suburban Residential)

	B	C	D	E
1 Lane	*	970	1,110	**
2 Lane	*	1,700	1,850	**
3 Lane	*	2,620	2,730	**

	B	C	D	E
2 Lane	*	1,760	2,020	**
4 Lane	*	3,090	3,360	**
6 Lane	*	4,760	4,960	**

	B	C	D	E
2 Lane	*	19,600	22,400	**
4 Lane	*	34,300	37,300	**
6 Lane	*	52,900	55,100	**

Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
* Cannot be achieved using table input value defaults.
** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

C3C & C3R

Motor Vehicle Arterial Generalized Service Volume Tables

Input Parameters

Roadway Characteristics

	C3C	C3R
Number of Lanes (one direction)	1-4	1-3
Posted Speed (mph)	45	45
Facility Length (miles)	3.98	2.57

Traffic Characteristics

	C3C		C3R	
Planning Analysis Hour Factor (K)	0.09		0.09	
Directional Distribution Factor (D)	0.55		0.55	
Peak Hour Factor (PHF)	0.95		0.92	
Base Saturation Flow Rate	1,950		1,950	
Heavy Vehicle Percent (%)	4		4	
Lane Width	12		12	
Median Type	Non Restrictive (1 lane)	Restrictive (2,3,4 lanes)	Non Restrictive (1 lane)	Restrictive (2,3 lanes)
Roadway Edge Type	Curbed		Flush	
On-Street Parking	None		None	

Control Characteristics

	C3C		C3R
Cycle Length	160		190
Major Street Through g/c	0.5 (1,2,3 lanes)	0.45 (4 lanes)	0.5
Yellow Change Interval	5.1		5.1
Red Change Interval	2		2
Number of Signals	10		5

C2T, C4, C5, & C6

Motor Vehicle Arterial Generalized Service Volume Tables



(C2T-Rural Town)

Peak Hour Directional

	B	C	D	E
1 Lane	*	720	940	**
2 Lane	*	1,140	1,640	**
3 Lane	*	2,120	2,510	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,310	1,710	**
4 Lane	*	2,070	2,980	**
6 Lane	*	3,850	4,560	**

AADT

	B	C	D	E
2 Lane	*	13,800	18,000	**
4 Lane	*	21,800	31,400	**
6 Lane	*	40,500	48,000	**



(C4-Urban General)

	B	C	D	E
1 Lane	*	*	870	1,190
2 Lane	*	1,210	1,790	2,020
3 Lane	*	2,210	2,810	2,990
4 Lane	*	2,590	3,310	3,510

	B	C	D	E
2 Lane	*	*	1,580	2,160
4 Lane	*	2,200	3,250	3,670
6 Lane	*	4,020	5,110	5,440
8 Lane	*	4,710	6,020	6,380

	B	C	D	E
2 Lane	*	*	17,600	24,000
4 Lane	*	24,400	36,100	40,800
6 Lane	*	44,700	56,800	60,400
8 Lane	*	52,300	66,900	70,900

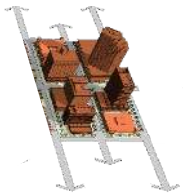


(C5-Urban Center)

	B	C	D	E
1 Lane	*	*	690	1,080
2 Lane	*	1,290	1,900	2,130
3 Lane	*	1,410	2,670	3,110
4 Lane	*	2,910	3,560	3,640

	B	C	D	E
2 Lane	*	*	1,250	1,960
4 Lane	*	2,350	3,450	3,870
6 Lane	*	2,560	4,850	5,650
8 Lane	*	5,290	6,470	6,620

	B	C	D	E
2 Lane	*	*	13,900	21,800
4 Lane	*	26,100	38,300	43,000
6 Lane	*	28,400	53,900	62,800
8 Lane	*	58,800	71,900	73,600



(C6-Urban Core)

	B	C	D	E
1 Lane	*	***	790	1,030
2 Lane	*	***	1,490	1,920
3 Lane	*	***	2,730	2,940
4 Lane	*	***	3,250	3,490

	B	C	D	E
2 Lane	*	***	1,440	1,870
4 Lane	*	***	2,710	3,490
6 Lane	*	***	4,960	5,350
8 Lane	*	***	5,910	6,350

	B	C	D	E
2 Lane	*	***	16,000	20,800
4 Lane	*	***	30,100	38,800
6 Lane	*	***	55,100	59,400
8 Lane	*	***	65,700	70,600

Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
*Cannot be achieved using table input value defaults. **Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.
***LOS C thresholds are not applicable for C6 as C6 roadway facilities are neither planned nor designed to achieve automobile LOS C.

C2T, C4, C5, & C6

Motor Vehicle Arterial Generalized Service Volume Tables

Input Parameters

Roadway Characteristics

	C2T	C4	C5	C6
Number of Lanes (one direction)	1-3	1-4	1-4	1-4
Posted Speed (mph)	40	45	35	30
Facility Length (miles)	0.78	1.83	1.18	0.74
Number of Signals	4	9	9	7

Traffic Characteristics

	C2T	C4	C5	C6
Planning Analysis Hour Factor (K)	0.095	0.09	0.09	0.09
Directional Distribution Factor (D)	0.55	0.55	0.55	0.55
Peak Hour Factor (PHF)	0.92	0.95	0.95	0.95
Base Saturation Flow Rate	1,700	1,950	1,950	1,950
Heavy Vehicle Percent (%)	5	3	2	2
Lane Width	11	11	10	10
Median Type	Non Restrictive	Non Restrictive	Non Restrictive	Non Restrictive
Roadway Edge Type	Curb	Curb	Curb	Curb
On-Street Parking	50%	100%	100%	100%

Signal Characteristics

	C2T	C4		C5		C6	
Cycle Length	90	170		150		120	
Major Street Through g/c	0.47	0.52 (1,2,3 lanes)	0.47 (4 lanes)	0.55 (1,2,3 lanes)	0.48 (4 lanes)	0.52 (1,2,3 lanes)	0.46 (4 lanes)
Yellow Change Interval	4.4	4.8		4		3.7	
Red Change Interval	2	2		2		2	

Appendix "H"

Budgeted Improvements

RS - ROUTE STUDY
D - DESIGN
R - RIGHT OF WAY
C - CONSTRUCTION
DSB - DESIGN/BUILD
RSF - RESURFACING (FDOT)
PDE - PROJECT DEVELOPMENT + ENVIRONMENTAL
ENV - ENVIRONMENTAL MITIGATION
L - LANDSCAPING
DSC - DESIGN & CONSTRUCTION
RSA - ROAD SAFETY AUDIT

TRANSPORTATION CAPITAL IMPROVEMENT PROJECTS 2022 - 2031

R 17 E | R 18 E | R 19 E | R 20 E | R 21 E | R 22 E

T 24 S | T 25 S | T 26 S

HERNANDO COUNTY | SUMTER COUNTY | POLK COUNTY | PINELLAS COUNTY | HILLSBOROUGH COUNTY

MOBILITY FEE COLLECTION / BENEFIT DISTRICT 1
MOBILITY FEE COLLECTION / BENEFIT DISTRICT 2
MOBILITY FEE COLLECTION / BENEFIT DISTRICT 3

TE054 WINDING OAKS BLVD @ NORTH COUNTY LINE RD SIGNAL C - FY 20/21

DSA139 LITTLE RD ATMITS PHASE III STAIR TRAIL TO US19 D - FY 18/19 C - FY 20/21

DENTON/EAST ROAD INTERSECTION D - FY 21/22 R - FY 22/23 C - FY 23/24

DSA088 LITTLE ROAD & DENTON AVE. INTERSECTION D - FY 21/22 C - FY 22/23

US19 LANDSCAPING REHABILITATION PROJECT D ? FY 18/19 thru FY 22/23 (PH I & II) IV, C ROADSIDE SWALES)

FIVAY RD BIKE/PED TRAIL D - FY 20/21 C - FY 21/22

TRA093 BEACON WOODS ROUNDABOUT & DIRKOLA DR SAFETY IMPROVEMENT D - FY 18/19 C - FY 19/20

TE026 LITTLE ROAD @ FIVAY ROAD INTERSECTION C - FY 21/22

LITTLE ROAD @ STAIR TRAIL D - FY 19/20 C - FY20/21

US 19 CONNECTED VEHICLE TECH ONE USA CL TO HERNANDO CL C - FY 22/23

JASMINE BLVD SIDEWALK US 19 TO LITTLE ROAD D - FY 23/24 C - FY 25/26

1221 MOON LAKE ROAD WIDENING NORTH OF DECUBELLIS SOUTH OF SR 52 C - FY 28/29

3502 RIDGE RD EXT PH IB PROGRESS ENERGY ROW TO SUNCOAST D - FY 03/04 R - FY 17/18 C - FY 18/19

RIDGE RD INTERCHANGE (FDOT) C - FY 18/19

SUNLAKE BVLD RRE TO US41 C - FY 20/21

RIDGE ROAD EX. PHASE 2A (4-LANING) EAST OF SUNCOAST PARKWAY TO SUNLAKE BLVD C - FY 20/21

3501 RIDGE RD EXT PH 2B SUNCOAST TO US 41 R - FY20/21 C - FY 22/23

HAGMAN GROVES/CAUSEWAY ROADMES RUN, USA? TO WESTERN PROPERTY LINE EXPECT TO BE COMPLETED WITHIN NEXT 2-3 YEARS

DSA091 SUNCOAST TRAIL BIKE/PED OVERPASS @ SR 52 D - FY 21/22 C - FY 22/23

256323 SR 52 WIDENING SUNCOAST PKWY TO EAST OF US 41 (FDOT) C - FY 18/19

256324 US 41 WIDENING CONNERTON TO SR 52 (FDOT) R - FY 19/20 C - FY 20/21

256334 SR52 WIDENING EAST OF US 41 TO EHREN CUTOFF (BELLAMY BROS BLVD) R - FY 19/20 THRU FY 23/24 (FDOT) C - FY 25/26

SR52 WIDENING EHREN CUTOFF TO BELLAMY BROTHERS R - FY 18/20 THRU FY - 23/24 C - FY26/27

TE006 ORANGE BELT BIKE/PED TRAIL (TRINITY TO TRLBY) RS - FY 18/19 D - FY 19/20 R - FY 20/21 C - FY 22/23

DSA102 WITHLACOOCHEE STATE TRAIL CONNECTOR BIKE/PED TRAIL D - FY 18/19 R - FY 20/21 C - FY 22/23

LACOOCHEE RD IMPROVEMENTS PHASE 1 (CUMMER RD/BOWER RD/COIT RD) D - FY 19/20 C - FY 20/21

PASCO ROAD OVER STANLEY BRANCH BRIDGE D - FY 18/19 C - 20/21

SR52/MERIDIAN AVE @ N21 ST ROUNDABOUT R - FY 23/24 C - FY25/26

MORNING SIDE DRIVE EXT. (CITY OF DADE CITY) FORT KING ROAD TO US 301 RS - FY19/20 D - FY20/21 R - FY 21/22 C - FY 22/23

CR 579 (PROSEPECT RD/ HAPPY HILL RD) IMPROVEMENTS D - FY 25/26 R - FY 27/28 C - FY 29/30

FORT KING RD SIDEWALK HESTER RD TO COLEMAN AVE HESTER RD TO COLEMAN AVE D- FY 23/24 C - FY 25/26

SR52 @ COLLEGE AVE/POMPANO DB - FY 22/23 R - FY 21/22

6010 SR 52/CLINTON AVE EXT E OF MCKENDREE TO E OF FT KING (FDOT) C - FY 18/19

443368 US301/US 98/ CLINTON AVE INTERSECTION REALIGNMENT, PDE - FY 18/19(FDOT)

TE053 US98 @ CR35A SIGNAL C - FY 20/21

C.R. PASCO (MIRADA) MIRADA, CURRENT S.R. 52 TO CURLEY CONSTRUCTED TO EAST KENTON AND THE REMAINDER WITHIN THE NEXT 5 - 10 YEARS

C.R. PASCO (MIRADA) CURLEY REALIGNMENT, NORTH OF TYNDALL TO REALIGNED PROSPECT TYNDALL ROAD, WITHIN THE NEXT 5 - 10 YEARS

C.R. PASCO (MIRADA) KENTON MIRADA TO TYNDALL WITHIN THE NEXT 5 - 10 YEARS

1. EPPERSON NORTH TYNDALL ROAD CURLEY TO KENTON A CONSIDERABLE SEGMENT WILL BE COMPLETED BY FY 22
2. EPPERSON NORTH KENTON TYNDALL TO ELAM WITHIN THE NEXT 5 - 10 YEARS
3. C.R. PASCO (MIRADA) BOYETTE EXTENTSION FROM OVERPASS NORTHERN PROPERTY LINE OF WILDCAT GROVES WITHIN THE NEXT 5 - 10 YEARS

OLD PASCO ROAD WIDENING (2 TO 4 LANES) N OF CR 54 to SR52 RS - FY 18/20 D - FY 22/23 R - FY 24/25 C - FY 26/27

OLD PASCO RD WIDENING (1.2 MILES) SONNY DRIVE TO OVERPASS RD D - FY 20/21 C - FY 21/22

DSA104 I-75 & OVERPASS INTERCHANGE OLS PASCO RD TO BOYETTE RD DB - FY 18/19 TO FY 21/22

TE039 OLD PASCO SAFETY IMPROVEMENT QUAIL HOLLOW TO N. OF OVERPASS RD C - FY19/20

TE038 OLD PASCO ROAD & QUAIL HOLLOW BLVD INTERSECTION IMPROVEMENT D - FY 12/13 R - FY 16/17 TO 17/18 C - FY 18/19

EPPERSON RANCH INC. EPPERSON BLVD. FROM OVERPASS ROAD NORTH TO ELAM COMPLETE IN FY22

CKS DEVELOPMENT CURLEY ROAD FROM SOUTH OF OVERPASS TO NORTH OF OVERPASS (ROUNDABOUTS)

BOYETTE RD M-U PATH VANDINE RD TO WC DISTRICT PARK D - FY 21/22 C - FY 22/23

OVERPASS RD BOYETTE ROAD TO US 301 D - FY 20/21 R - FY 26/27 C - FY 28/29

408076 US 301 WIDENING CR 54 TO HILLSBOROUGH CO. LINE KOSSK RD (FDOT) R - FY 22/23

DSA074 CR 54 (PH II) US 301 TO 23RD ST C - FY 20/21

SR 581 @ SR 56 (FDOT) C - FY 21/22

WIREGRASS RANCH / LOCUST BRANCH S.R. 581 BYPASS LOOP S.R. 581 TO S.R. 54 WEST OF SADDLEBROOK WITHIN THE NEXT 5 - 10 YEAR

WIREGRASS RANCH / LOCUST BRANCH WIREGRASS RANCH BLVD PH 3B&4 FROM NORTH OF CHANCEY TO SOUTH OF S.R. 54 DESIGNED, CONSTRUCTION COMPLETED BY 12/31/23

416561 SR 54 WIDENING E OF CURLEY RD (CR 579) (FDOT) C - FY 16/17

EILAND BLND @ SUMMERTREE PLAZA INTERSECTION D - FY 19/20 C - FY 20/21

4120 SR 54 AND MORRIS BRIDGE ROAD INTERSECTION IMPROVEMENT C - FY 16/17

MORRIS BRIDGE RD WIDENING (2-4) SR 56 TO SR54 D - FY 21/22 R - FY 22/23 C - FY 23/24

264422 US 301 SR 39 TO CR 54 (FDOT) R - FY 25/26

416564 US 301 WIDENING SR 54 TO SR 39 (FDOT) R - FY 18/19 THRU FY 23/24

SR 581 @ EASLETON BLVD TRAFFIC SIGNAL C - FY 20/21

TE009 BRUCE B DOWNS BLVD (CR/SR581) ATMITS EXPANSION D - FY 18/19 C - FY19/20

SR 56 @ YAUPON LANE TRAFFIC SIGNAL C - FY 23/24

SR56 @ LAJUANA BLVD TRAFFIC SIGNAL C - FY23/24

MANSFIELD BLVD @ OAKLEY PRESERVE INTERSECTION C - FY20/21

DSA094 COUNTY LINE ROAD SIDEWALK EAST OF NORTHWOOD PALMS BLVD TO BIG CREEK DR C - FY 20/21

CRYSTAL SPRINGS BLVD OVER HILLSBOROUGH RIVER BRIDGE D - FY TBD C - TBD

TE006 ORANGE BELT BIKE/PED TRAIL (TRINITY TO TRLBY) RS - FY 18/19 D - FY 19/20 R - FY 20/21 C - FY22/23

TCP2 CR54 (WCB) WIDENING MAGNOLIA BLVD TO OAKLEY BLVD C - FY 21/22

SCHOOL RD MU PATH COMMUNITY CENTER RD TO US41 D - FY 23/24 C - FY 25/26

TOWER ROAD GUNN HIGHWAY TO US 41 RS - FY 19/20

4040 CR 54 (WCB) WIDENING SR 54/56 TO MAGNOLIA BLVD R - FY 17/18 THRU FY20/21 C - FY 21/22

TCP3 SR 54/56 DIVERGING DIAMOND INTERCHANGE CR 54 TO CYPRESS CR 54 TO CYPRESS RIDGE BLVD D - FY 16/17 C - FY 17/18

3270 BELL LAKE ROAD SAFETY IMPROVEMENT FROM US 41 TO ALPINE C - FY 19/20

BALLANTRAE BLVD SIDEWALK STRATON PL TO TOWER RD D - FY 23/24 C - FY 25/26

419182 US41 @ SR 54 INTERCHANGE PD&E - FY 22/23 (FDOT)

OLD CYPRESS CREEK ROAD OVER CYPRESS CREEK D - FY 20/21 C - FY 21/22

441320 SR54/56 ATMS GUNN HWY TO SR581 (FDOT) D - FY 19/20 C - FY 22/23

430873 I-75/275 COUNTY LINE RD TO SR56 (PHASE II) (FDOT) D - FY 22/23 R - FY 24/25

TE011 COUNTY LINE RD @ NORTHWOOD PALMS BLVD SIGNAL D - FY 18/19 C - FY 19/20

TE046 SUNCOAST TRAIL BIKE/PED OVERPASS @ SR 54 D - FY 21/22 C - FY 22/23

TE011 COLLIER PARKWAY @ LIVINGSTON RD INTERSECTION D - FY 20/21 C - FY 21/22

CYPRESS CREEK BLVD @ COUNTY LINE RD TRAFFIC SIGNAL C - FY 20/21

TCP35 OLD CR54 SIDEWALK LITTLE RD TO SR 54 D - FY 20/21 C - FY 22/23

TCP36 GRAND BLVD SIDEWALK MILE STRETCH ROAD TO SR 54 D - FY 19/20 C - FY 21/22

SEVEN SPRINGS BLVD @ MITCHELL RANCH SIGNAL D - FY 21/22 C - FY 21/22

STARKEY RANCH LAKE BLANCHE CURRENT WESTERN TERMINUS TO STARKEY BLVD PROJECT WILL BE COMPLETE BY END OF 2022

LONGLEAF STARKEY @ S.R. 54 INTERSECTION IMPROVEMENTS EXCPECT TO BE COMPLETED WITHIN THE NEXT 5 - 10 YEARS

MITCHELL RANCH SPINE ROAD, CONNECT TO S.R. 54 TO LITTLE ROAD

TCP37 DARLINGTON RD SIDEWALK US19 TO SUNRAY D - FY 20/21 C - FY 21/22

MITCHELL BLVD SIDEWALK CHURCHILL PARKWAY TO TRINITY OAKS BLVD D - FY 22/23 C - FY 24/25

TE032 TRINITY BLVD @ LITTLE ROAD INTERSECTION D - FY 18/19 C - FY 20/21

TRINITY BLVD @ COOLSPRINGS SIGNAL D - FY 21/22 C - FY 21/22

US19 OVER PITHLACHSCOTTEE RIVER BRIDGE REHAB D ? FY 22/23 C - FY 23/24

ROWAN RD @ NOTRE DAME DRIVE SIGNAL D - FY 21/22 C - FY 21/22

TE024 DECUBELLIS RD PHASE II WIDENING LITTLE RD TO STARKEY BLVD D - FY 20/21 R - FY 21/22 C - FY 24/25

0092 DECUBELLIS ROAD PHASE III WIDENING STARKEY TO TOWN CTR WIDENING D - FY 20/21 R - FY 21/22 C - FY 24/26

2500 STARKEY BLVD RIVER CROSSING BLVD TO DECUBELLIS RD WIDENING D - FY 24/25 C - FY26/27

1503 RIDGE RD EXT. PH 1A MOON LAKE ROAD TO SUNCOAST PKWY D TFY 03/04 C (FY 18/19

CR 595 (GRAND BLVD) BRIDGE D - FY 20/21 C - FY 23/24

ROWAN ROAD @ BAILLIE DR INTERSECTION D -FY 21/22 C - FY 21/22

GRAND BLVD SIDEWALK(PHII) SR54 TO PASADENA DRIVE D -FY 20/21 C - FY 21/23

US19 LANDSCAPING REHABILITATION PROJECT D ? FY 18/19 thru FY22/23 (PH I & II) IV, C ROADSIDE SWALES)

PINELLAS COUNTY

HILLSBOROUGH COUNTY

POLK COUNTY

N W E S

0 1.5 3 Miles

LIGHTING
ATMS/ITS
COUNTY PROJECTS (2022-2026)
LANDSCAPING
FDOT FUNDED SIDEWALK PROJECT
FDOT PROJECTS
(Construction Outside 5 Year CIP - Dates Tentative)
tiflines

FDOT RESURFACING PROJECTS
COUNTY PROJECTS (2027-2031)
PENNY FOR PASCO BIKE/PED TRAILS
PENNY FOR PASCO PROJECTS
TRANSPORTATION IMPROVEMENTS (STATE FUNDED)
DEVELOPER PROJECTS
COUNTY BRIDGE
FDOT BRIDGE

BIKE/PED OVERPASS
FDOT FUNDED INTERCHANGE
COUNTY INTERSECTION IMPROVEMENTS (2022 -2026)
PENNY FOR PASCO INTERSECTION IMPROVEMENTS
SIGNALIZATION PROJECTS
INTERCHANGE
COUNTY ROUNDABOUT
FDOT ROUNDABOUT

Document Path: S:\GIS\NATE_GIS\CIP\CIP_2022\CIP 2022 thru 2031_01042022_FINAL_Developer.mxd

Pasco County, Florida
Geographic Information Systems
(G.I.S.)
Engineering Services

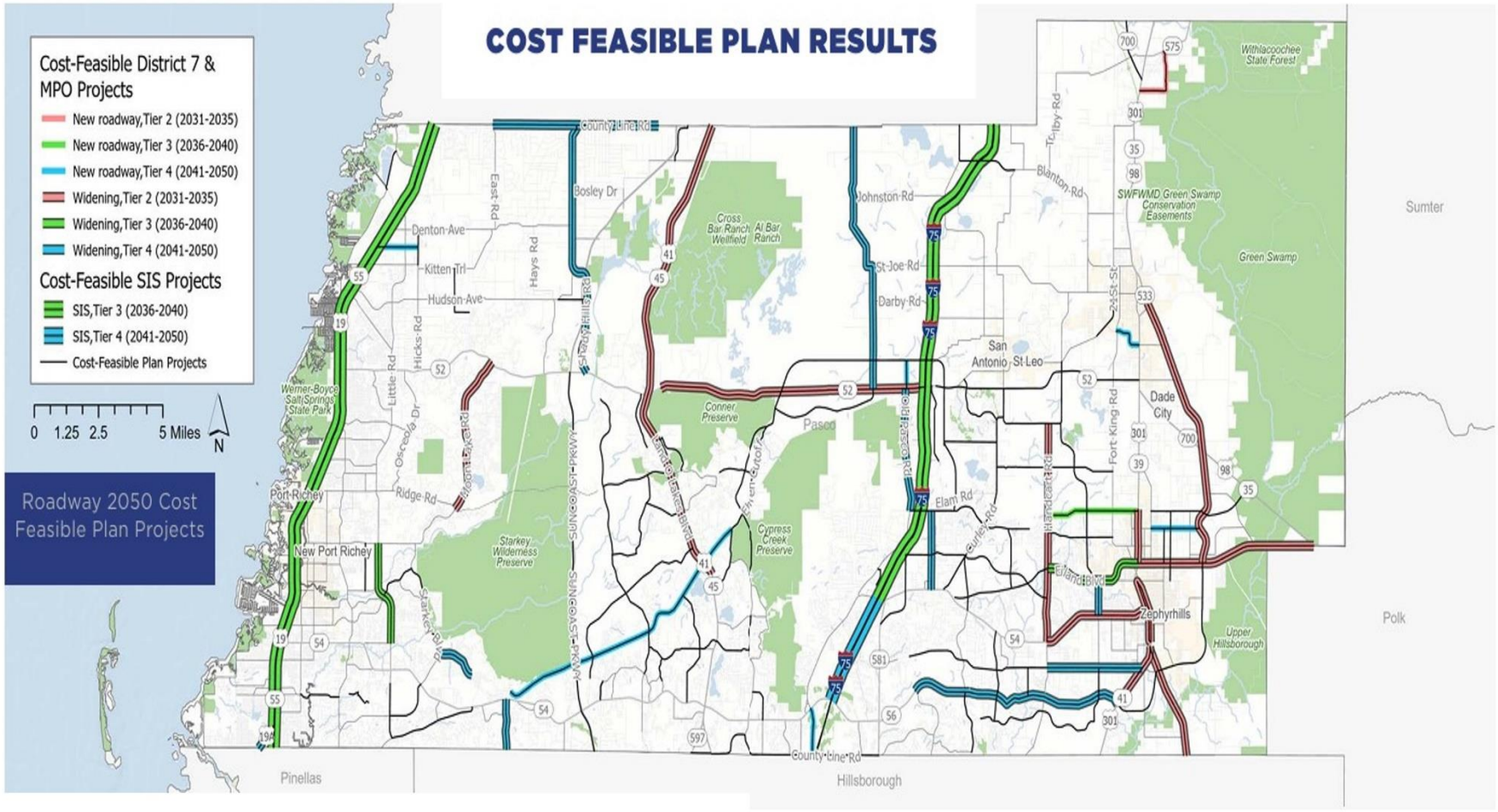
Title : Pasco County Transportation Capital Improvement Projects 2022 - 2031

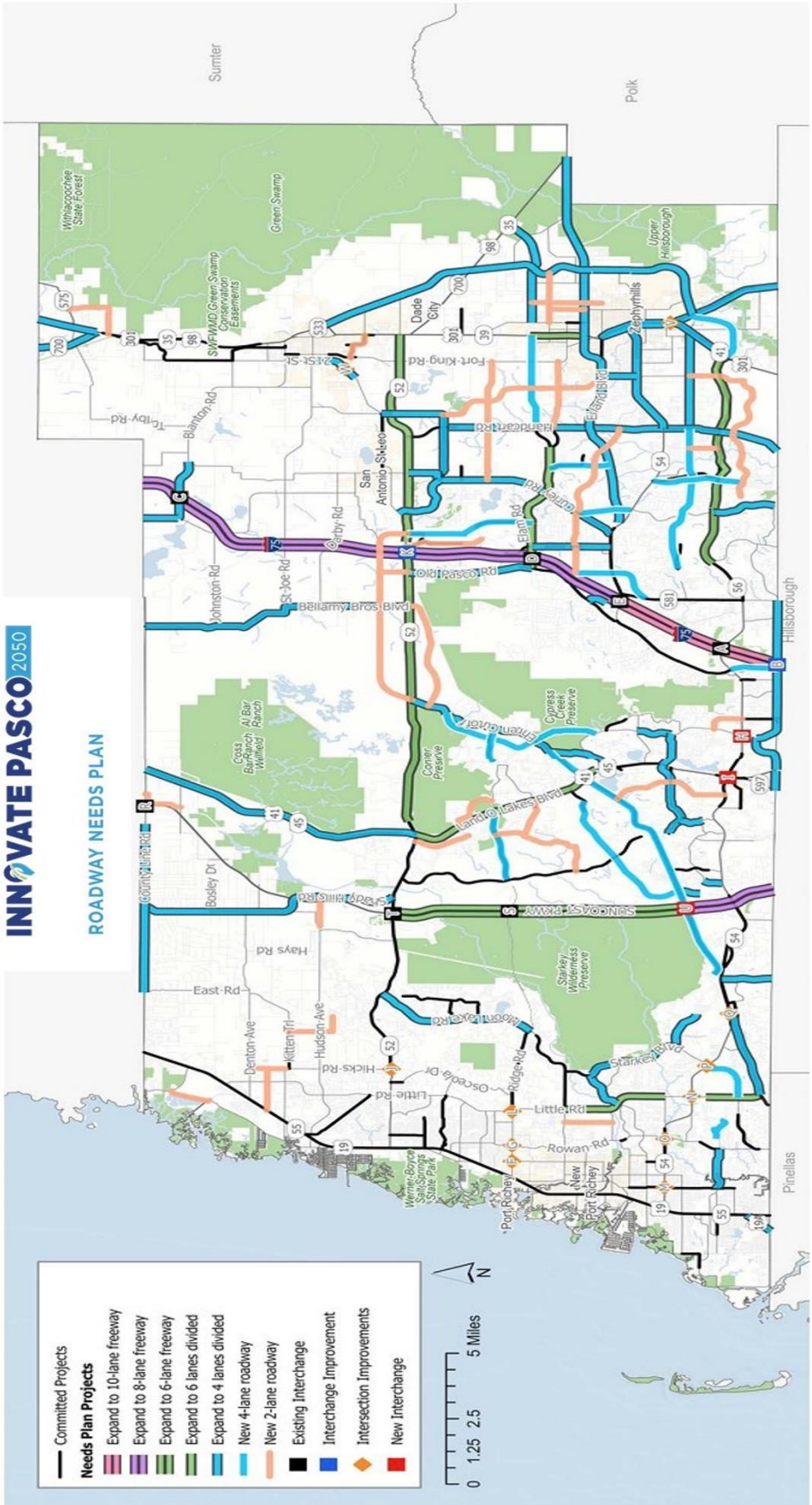
Created Date: 1/4/2022
Created By: NDeliman
Updated :
Checked By: DB

This map is for informational purposes only. The data contained herein is not collected under the supervision of, or approved by, a licensed surveyor. It is not intended for any legal use. The data does not meet the minimum technical standards under the Florida Administrative Code 61G17-6. The Pasco County Board of County Commissioners does not accept any responsibility for errors or omissions of any kind contained in the data herein. All products and derivations from the data contained herein must retain this disclaimer.

INNOVATE PASCO 2050

COST FEASIBLE PLAN RESULTS




INNOVATE PASCO 2050
ROADWAY NEEDS PLAN
Committed Projects
Needs Plan Projects
Expand to 10-lane freeway
Expand to 8-lane freeway
Expand to 6-lane freeway
Expand to 6 lanes divided
Expand to 4 lanes divided
New 4-lane roadway
New 2-lane roadway
Existing Interchange
Interchange Improvement
Intersection Improvements
New Interchange
0 1.25 2.5 5 Miles
N
Sumter
Polk
Hillsborough
Pinellas
Withlacoochee State Forest
Green Swamp
Upper Hillsborough
Dade City
Zephyrhills
San Antonio
Cypress Creek Preserve
Conner Preserve
Starkey Wilderness Preserve
Port Richey
New Port Richey
Bellamy Bros Blvd
Old Pasco Rd
Fort King Rd
Blanton Rd
Johnston Rd
St Joe Rd
Carby Rd
Elam Rd
Handcart Rd
Erland Blvd
Land O Lakes Blvd
Bosley Dr
Hays Rd
East Rd
Denton Ave
Kitten Trl
Hudson Ave
Hicks Rd
Little Rd
Rowan Rd
Ridge Rd
Moon Lake Rd
Starkey Blvd
County Line Rd
Sunoco St Pkwy

FDOT Open Data Hub

Current 5 year Adopted Work Program Web Map

Will Isaacs
Florida Department of Transportation

Summary

Adopted Work Program

View Full Details

Details

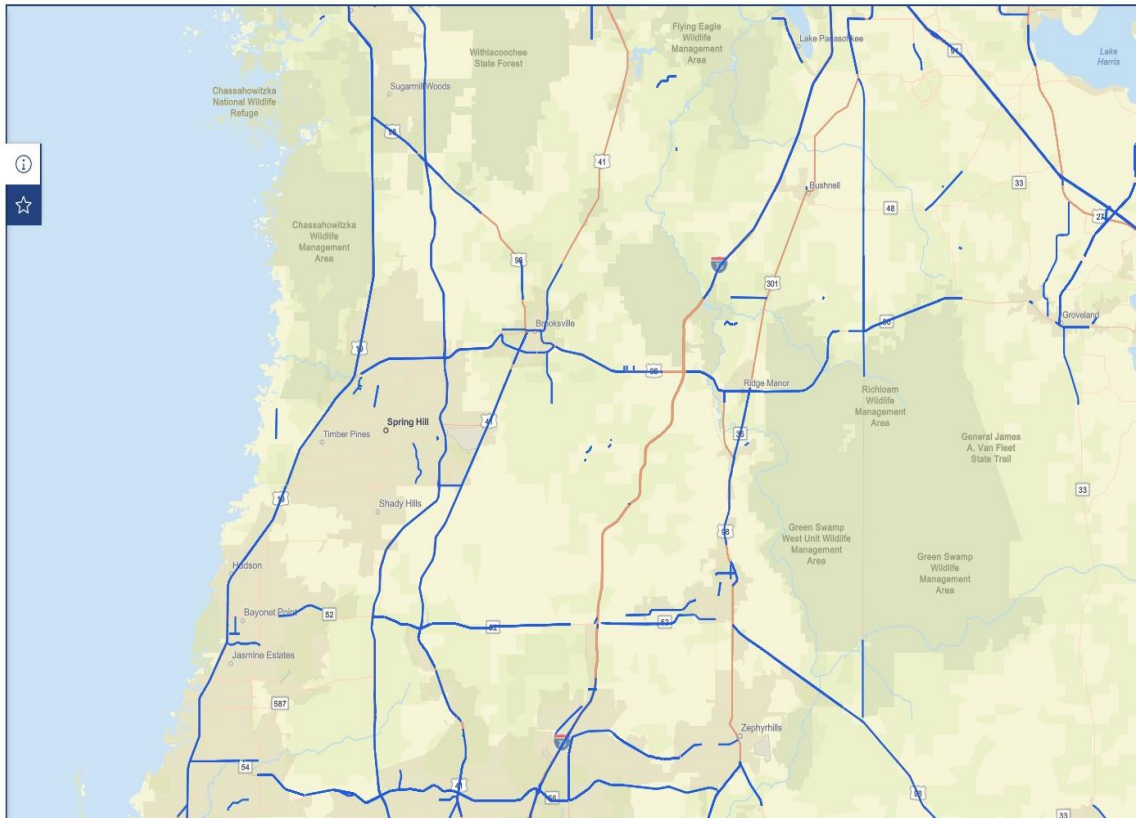
Map
Web Map

January 10, 2025
Date Updated

July 19, 2018
Published Date

Public
Anyone can see this content

Custom License
View license details



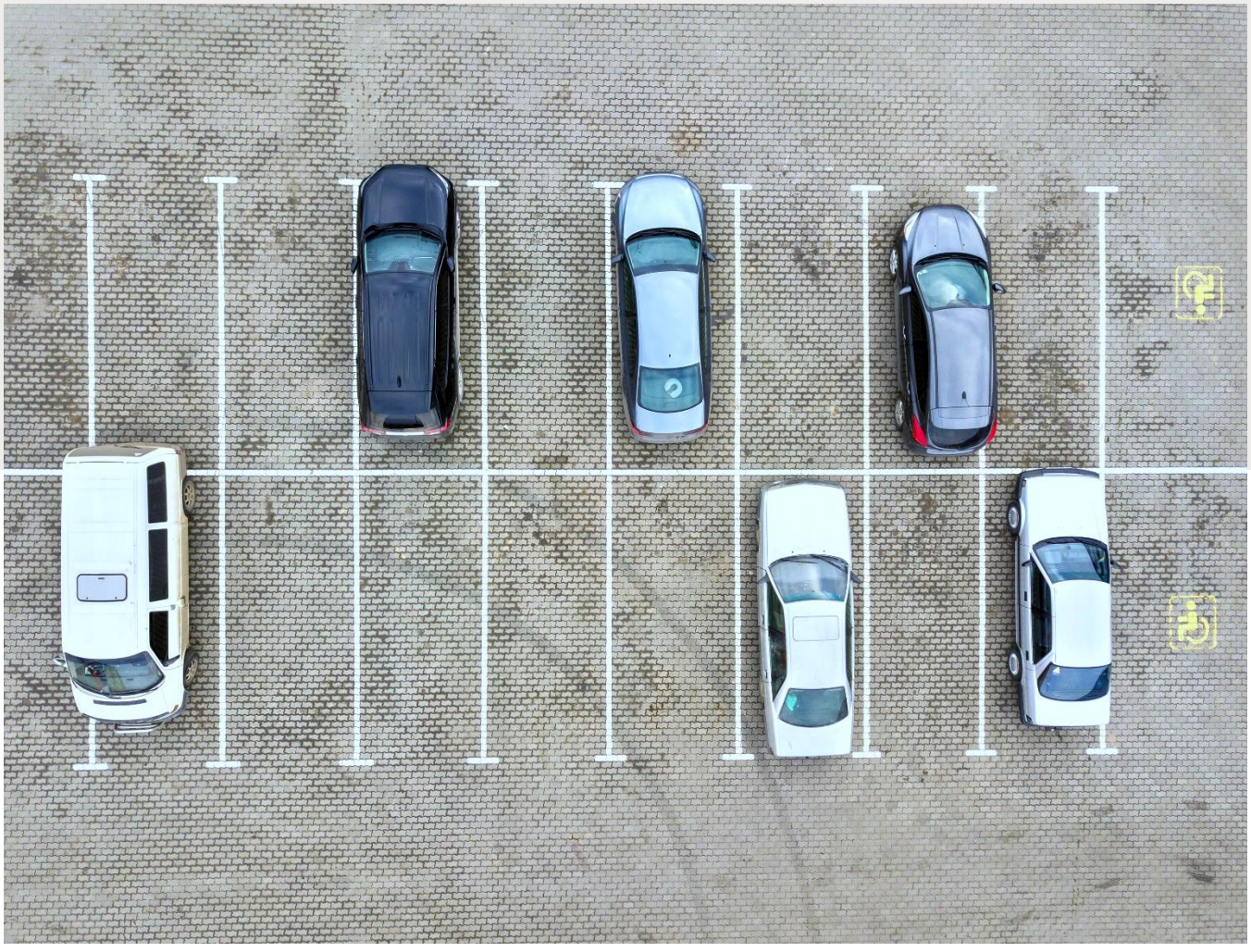
Contact Us

813 400 0393
info@gridengr.com
www.gridengr.com

GRID ENGINEERING

PARKING ANALYSIS

Pasco County



June 20, 2025

William E. Vermillion, AICP-C, CNU-A
Pasco County Planning Services
8731 Citizens Dr., Suite 210
New Port Richey, FL 34654

Mr. Vermillion,

I am pleased to submit the parking analysis report for the Blackwell MPUD application of the proposed mixed-use project located along SR 54 in New Port Richey.

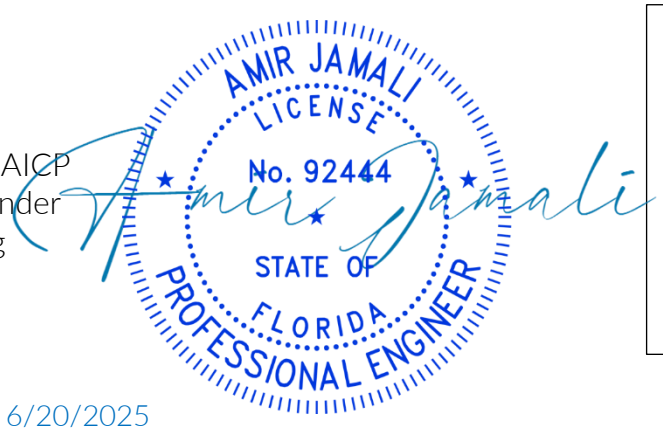
This report evaluates the parking needs of the residential, medical office, and commercial components using rates from the ITE Parking Generation Manual and time-of-day demand factors from the ULI Shared Parking Manual, 3rd Edition. A shared parking analysis was performed for the medical office and commercial components, confirming that their peak demand periods are staggered and can be effectively accommodated within the proposed shared parking supply.

While the total proposed supply is slightly below the sum of unadjusted peak demands, the analysis demonstrates that it is adequate based on anticipated usage patterns, hourly accumulation characteristics, and national best practices. The findings support a functional and efficient site design while maintaining accessibility and compliance with the intent of the Pasco County's parking standards.

Thank you for the opportunity to provide this analysis. Please feel free to contact me with any questions or if additional information is needed.

Sincerely,

Amir Jamali, PE, AICP
President & Founder
Grid Engineering



6/20/2025

This item has been digitally signed and sealed by Amir Jamali on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Project Overview 04

Proposed Parking Plan 05

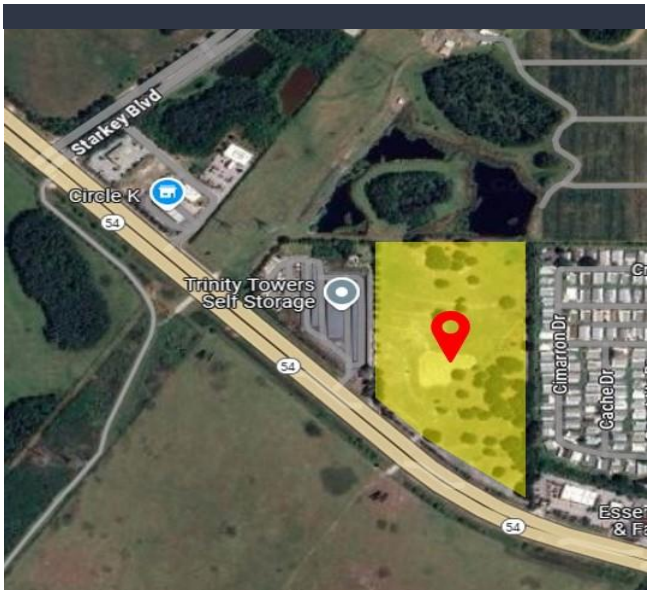
Analysis Methodology 06

Shared Parking Analysis 07

Conclusion 09

Appendix 10

Project Overview



Introduction

This parking study has been prepared in support of an MPUD application for a proposed mixed-use development located along SR 54 in New Port Richey, Florida. The subject property, identified by Parcel ID 30-26-17-0000-00600-0000, is proposed to be rezoned to MPUD, which allows for a mix of commercial, office, and residential uses.

The proposed development consists of following entitlements:

- Residential: 290 Multifamily Units
- Office: 30,000 SQF Medical Office
- Commercial: 20,000 SQF Retail

A total of 496 parking spaces are proposed. Based on Pasco County Land Development Code Section 907.1, the required number of parking spaces for the proposed development is 819.

This analysis evaluates the parking needs of the proposed mixed-use development and supports the associated variance request by demonstrating that the projected parking demand can be adequately accommodated within the proposed supply. The study incorporates applicable Pasco County Land Development Code requirements, demand rates from the Institute of Transportation Engineers (ITE) Parking Generation Manual, and time-of-day parking demand patterns from the ULI Shared Parking Manual, 3rd Edition. The residential, medical office, and commercial components are each assessed based on their operational characteristics, with shared parking considerations applied to the office and commercial uses. The intent of the analysis is to confirm that the proposed parking strategy provides sufficient capacity to meet expected demand while promoting efficient land use, functional site design, and continued accessibility.

Proposed vs. Required Parking Plan

1 Residential Parcel

- Entitlement Area: 290 multifamily units
- Proposed Parking Rate: 1.28 space per unit (= 371 spaces)
- Required Parking Spaces: 2.25 space per unit (= 652 spaces)

2 Office Parcel

- Entitlement Area: 30,000 square feet
- Proposed Parking Rate: 1 space per 400 square feet (= 75 spaces)
- Required Parking Rate: 1 space per 300 square feet (= 100 spaces)

3 Commercial Parcel

- Entitlement Area: 20,000 square feet
- Proposed Parking Rate: 1 space per 400 square feet (= 50 spaces)
- Required Parking Rate: 1 space per 300 square feet (= 67 spaces)



Analysis Methodology

To estimate parking requirements for this mixed-use development, the analysis relies on the Institute of Transportation Engineers (ITE) Parking Generation Manual. The methodology applies ITE-recommended parking demand rates for each land use—residential, office, and commercial—to evaluate anticipated needs during peak periods.

Based on ITE data:

- The residential component is projected to require 355 spaces on a weekday and 339 spaces on a weekend.
- The medical office component is estimated to require 74 spaces on a weekday, with no weekend demand assumed based on typical operating patterns.
- The commercial/retail component is projected to require 56 spaces on weekdays and 55 spaces on weekends.

These estimates are calculated separately for each use and do not include reductions for internal capture or shared parking.

This conservative approach ensures a clear understanding of the maximum potential demand.

The proposed parking supply totals 496 spaces, distributed as follows: 371 for residential, 75 for office, and 50 for commercial. As shown in the summary table below, the total projected peak demand is 485 spaces on a weekday and 394 spaces on a weekend, indicating that the proposed supply is sufficient to meet expected demand under typical peak conditions.

A detailed breakdown of calculations and data sources is included in Appendix “A”.

Land use	*Weekday*	*Weekend*	*Proposed Spaces*
Office	74	-	75
Commercial	56	55	50
Multifamily	355	339	371
Total	485	394	496

Shared Parking Analysis



ULI Methodology

A shared parking analysis was conducted for the proposed mixed-use development to evaluate the potential efficiencies between the medical office and commercial/retail components. The methodology follows the approach outlined in the Urban Land Institute (ULI) Shared Parking Manual, 3rd Edition, which provides hourly parking demand factors based on observed accumulation patterns for various land uses.

For this analysis, the residential component was excluded from shared parking considerations, as multifamily residential parking is typically reserved for residents and may not be available for shared public or customer use. Therefore, only the 30,000-square-foot medical office and 20,000-square-foot commercial/retail uses were evaluated for shared demand.

Using the peak parking demand estimates derived from the ITE Parking Generation Manual, the following weekday peak parking demands were identified:

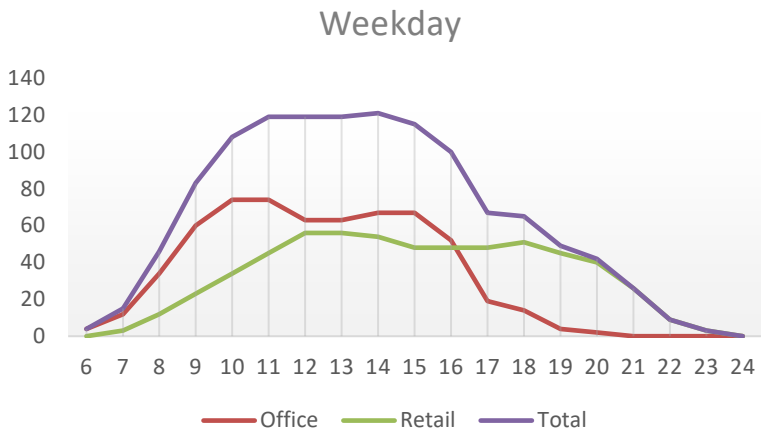
- Medical Office: 74 spaces during weekdays
- Retail: 56 spaces during weekdays & 55 spaces during weekends

Hourly demand percentages in the ULI manual were applied to determine the hourly parking accumulation for each use. The two demand curves were then overlaid to identify the combined hourly parking demand and determine the true peak requirement under a shared parking scenario.

Shared Parking Analysis

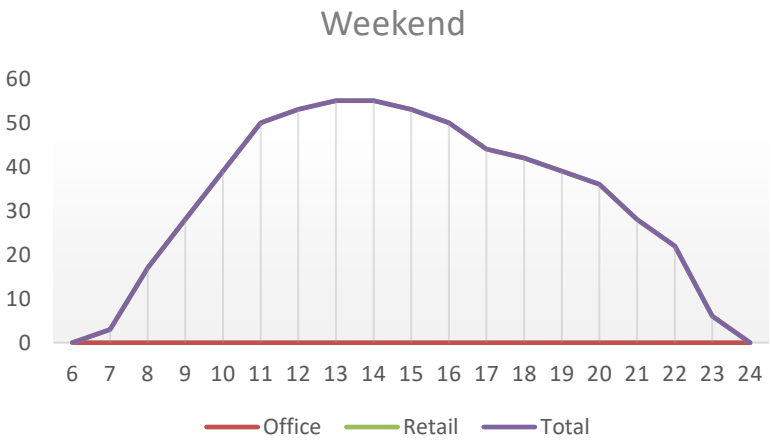
Peak Weekday Demand

The shared peak occurs between 11:00 a.m. and 2:00 p.m. on weekdays, during which time the maximum combined demand is approximately 121 spaces. This is lower than the sum of the individual peak demands (130 spaces) due to staggered usage patterns between the two land uses. Refer to Appendix “B” for more detailed shared parking analysis.



Peak Weekend Demand

For weekend conditions, it is assumed that medical office demand is zero, consistent with ULI guidance for typical medical and dental offices that do not operate on weekends. As such, weekend parking demand is driven solely by the retail component, and the proposed commercial parking supply is expected to be sufficient. Refer to Appendix “B” for more detailed shared parking analysis.



Report SUMMARY



This parking study has been prepared in support of a proposed mixed-use development. The analysis evaluated the parking needs of the residential, medical office, and commercial components using demand rates from the ITE Parking Generation Manual and hourly accumulation factors from the ULI Shared Parking Manual, 3rd Edition.

The total proposed supply of 496 spaces falls below the County-required 819 spaces but exceeds the ITE-projected demand of 485 spaces on weekdays and 394 spaces on weekends.

A shared parking analysis of the office and commercial components, based on ULI hourly demand profiles, confirms that the proposed supply is sufficient, as their peak periods are staggered and allow for efficient space utilization.

The residential component proposes 371 spaces, compared to 653 required by County code, but was evaluated using conservative ITE rates for two or more-bedroom units, representing a worst-case scenario. Many newer multifamily communities exhibit lower parking demand, particularly when serving smaller units, younger residents, or walkable mixed-use environments. In addition, residential guest parking on weekends can be accommodated in the unused office parking supply, providing added operational flexibility.

In conclusion, while the proposed parking supply is below traditional code requirements, it reflects a data-driven, context-sensitive approach that aligns with national best practices and is expected to adequately serve the development's operational needs.

Land use	ITE Manual		ULI Manual		Pasco County LDC	Proposed Spaces
	Weekday	Weekend	Weekday	Weekend		
Office	74	-	121	55	167	125
Commercial	56	55				
Multifamily	355	339	-	-	653	371
Total	485	394	-	-	819	496

APPENDIX A

ITE PARKING GENERATION MANUAL

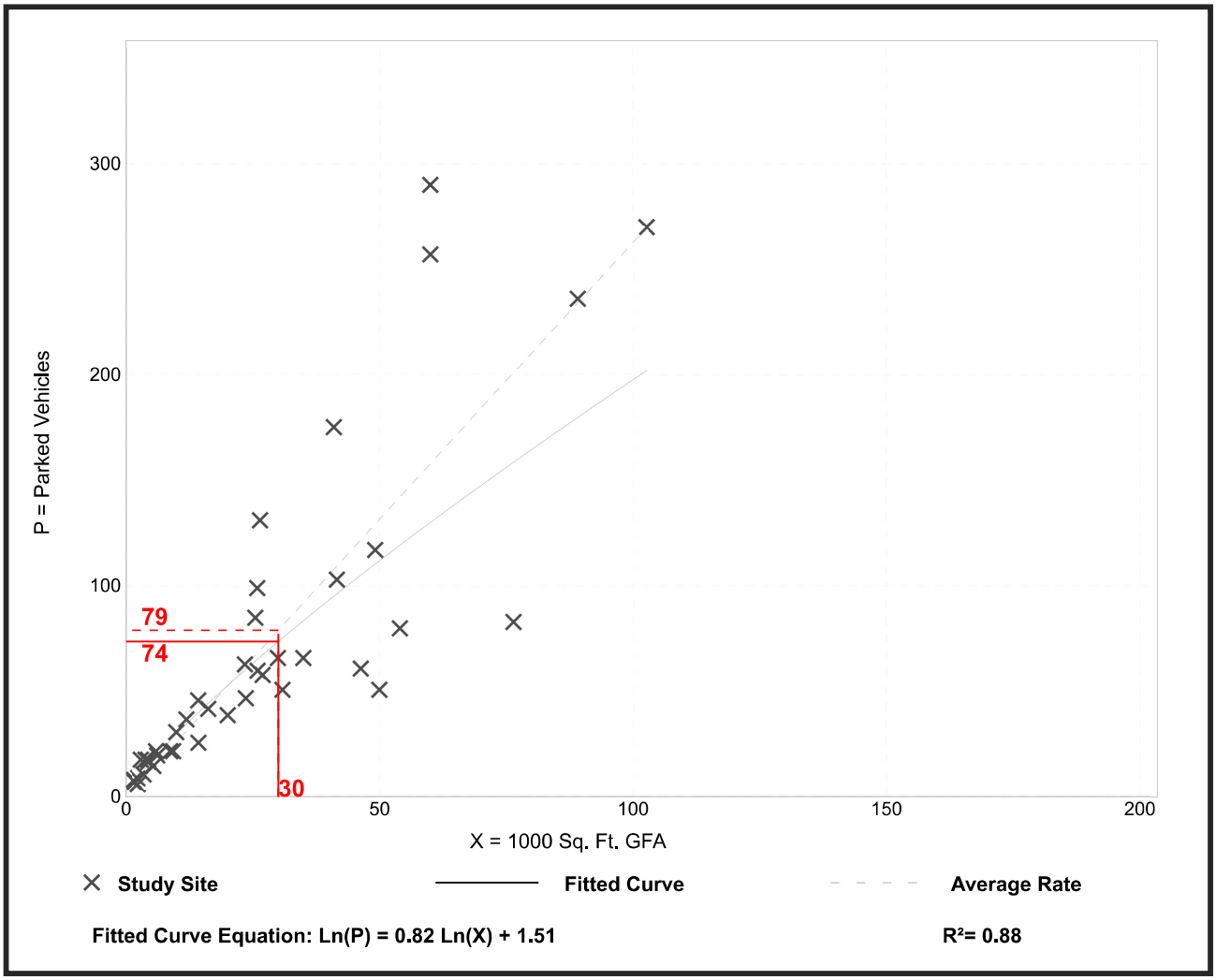
Medical-Dental Office Building - Standalone
(720)

Peak Period Parking Demand vs: **1000 Sq. Ft. GFA**
On a: **Weekday (Monday - Friday)**
Setting/Location: **General Urban/Suburban**
Number of Studies: 41
Avg. 1000 Sq. Ft. GFA: 27

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
2.63	1.02 - 5.97	2.38 / 4.28	2.28 - 2.98	1.15 (44%)

Data Plot and Equation



Parking Generation Manual, 6th Edition ● Institute of Transportation Engineers

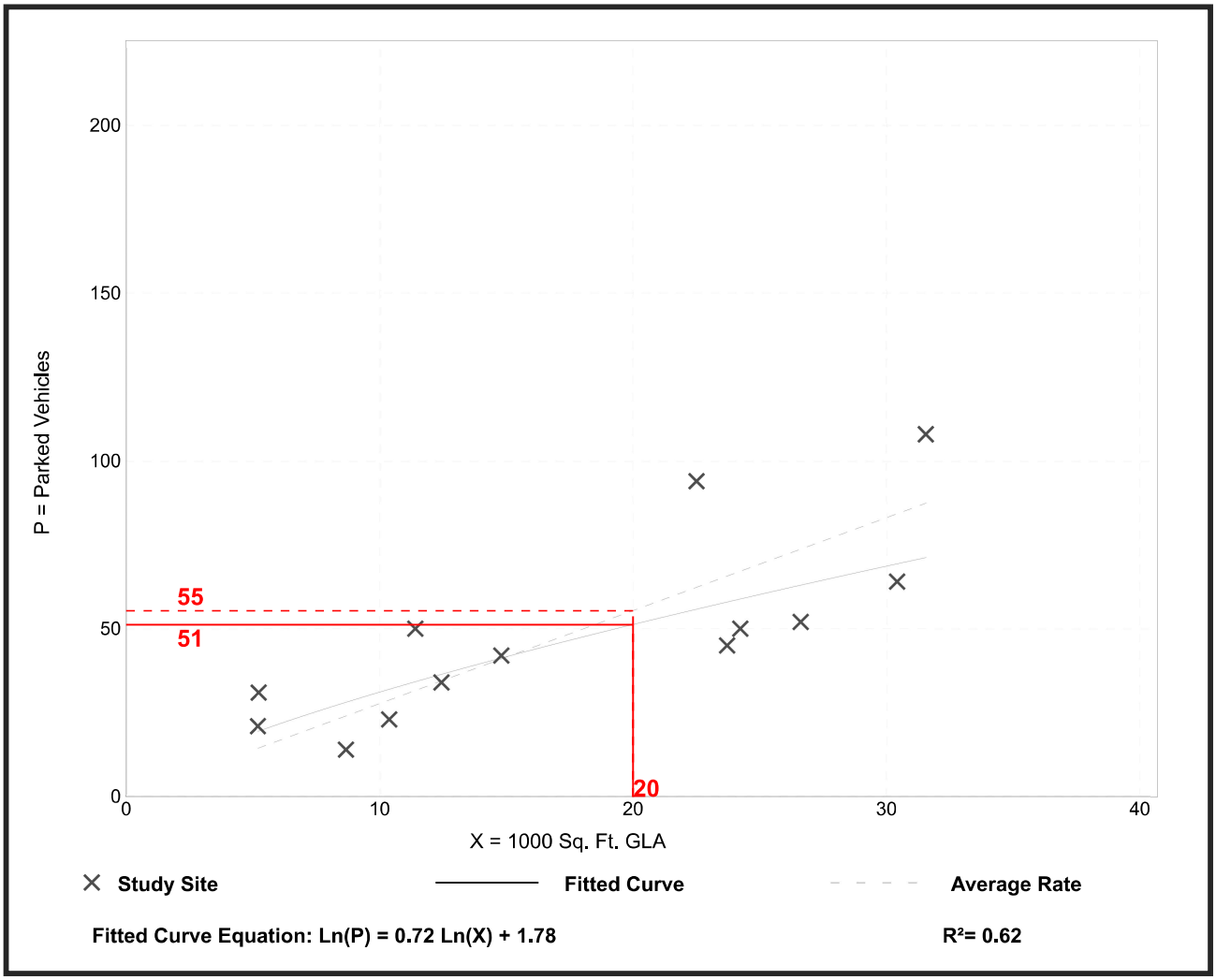
Strip Retail Plaza (< 40k)
(822)

Peak Period Parking Demand vs: **1000 Sq. Ft. GLA**
On a: **Saturday**
Setting/Location: **General Urban/Suburban**
Number of Studies: 13
Avg. 1000 Sq. Ft. GLA: 17

Peak Period Parking Demand per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
2.77	1.61 - 5.93	2.09 / 4.36	***	1.03 (37%)

Data Plot and Equation



Parking Generation Manual, 6th Edition ● Institute of Transportation Engineers

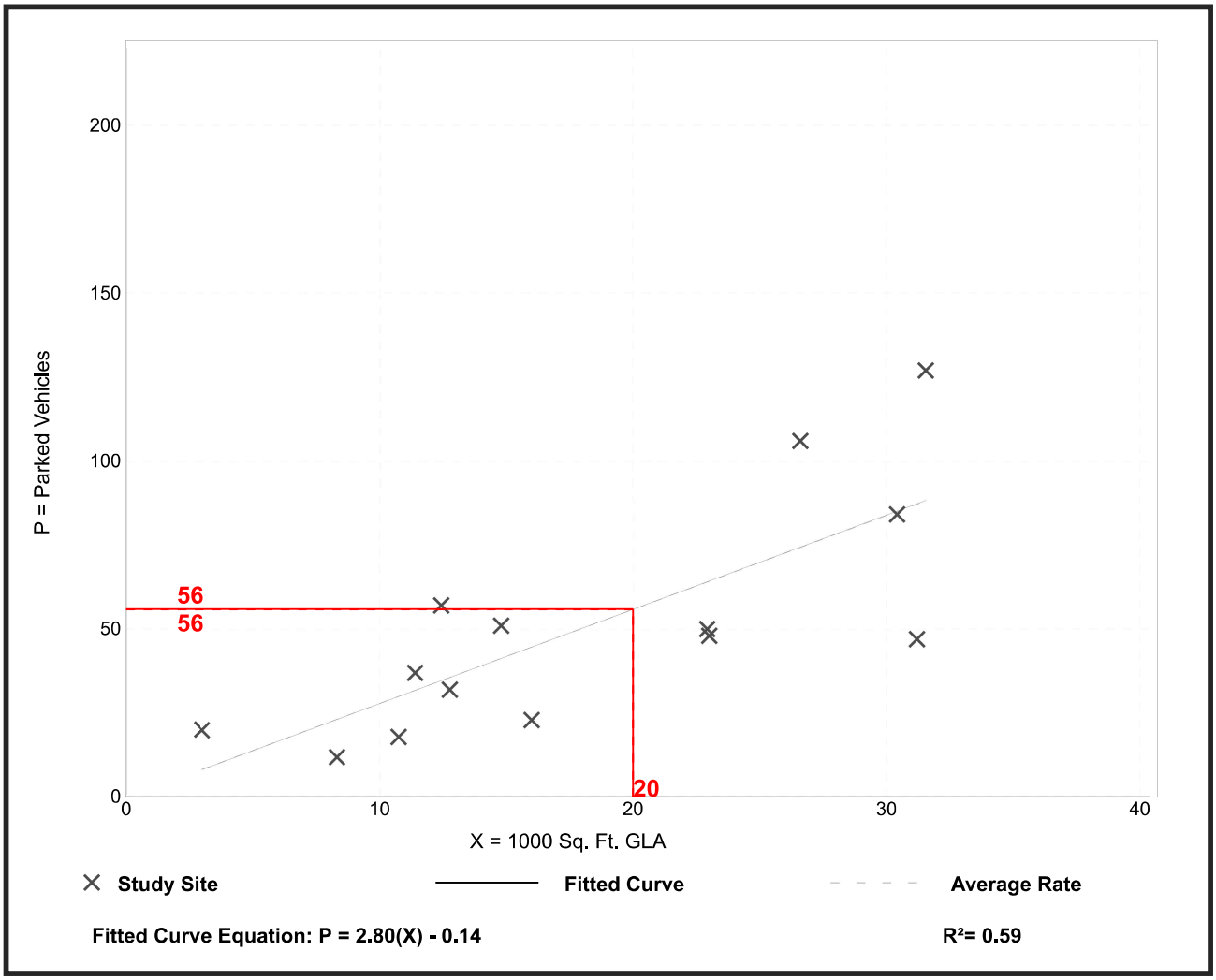
Strip Retail Plaza (< 40k)
(822)

Peak Period Parking Demand vs: **1000 Sq. Ft. GLA**
On a: **Weekday (Monday - Thursday)**
Setting/Location: **General Urban/Suburban**
Number of Studies: 14
Avg. 1000 Sq. Ft. GLA: 18

Peak Period Parking Demand per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
2.79	1.44 - 6.67	2.07 / 4.44	***	1.14 (41%)

Data Plot and Equation



Parking Generation Manual, 6th Edition ● Institute of Transportation Engineers

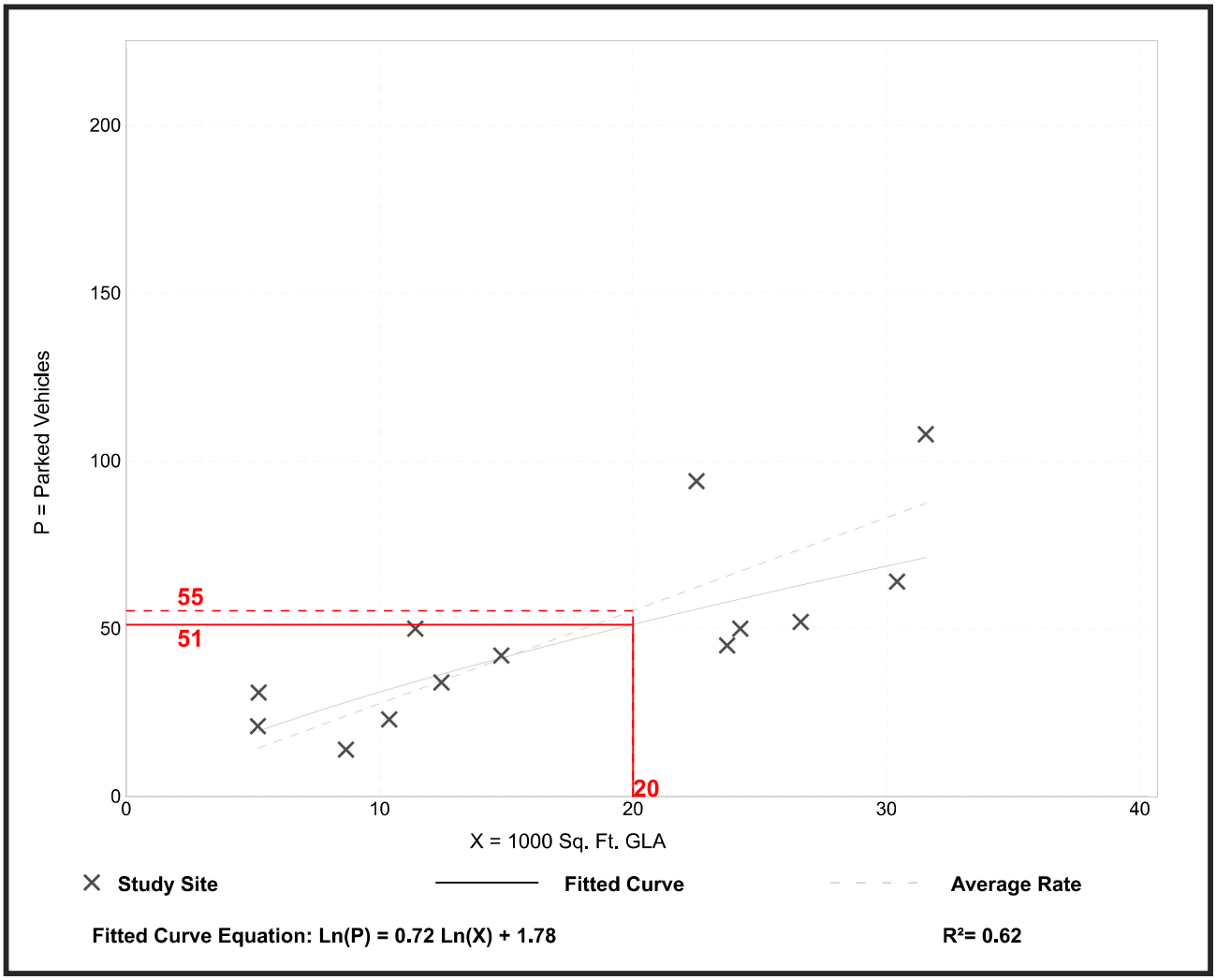
Strip Retail Plaza (< 40k)
(822)

Peak Period Parking Demand vs: **1000 Sq. Ft. GLA**
On a: **Saturday**
Setting/Location: **General Urban/Suburban**
Number of Studies: 13
Avg. 1000 Sq. Ft. GLA: 17

Peak Period Parking Demand per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
2.77	1.61 - 5.93	2.09 / 4.36	***	1.03 (37%)

Data Plot and Equation



Parking Generation Manual, 6th Edition ● Institute of Transportation Engineers

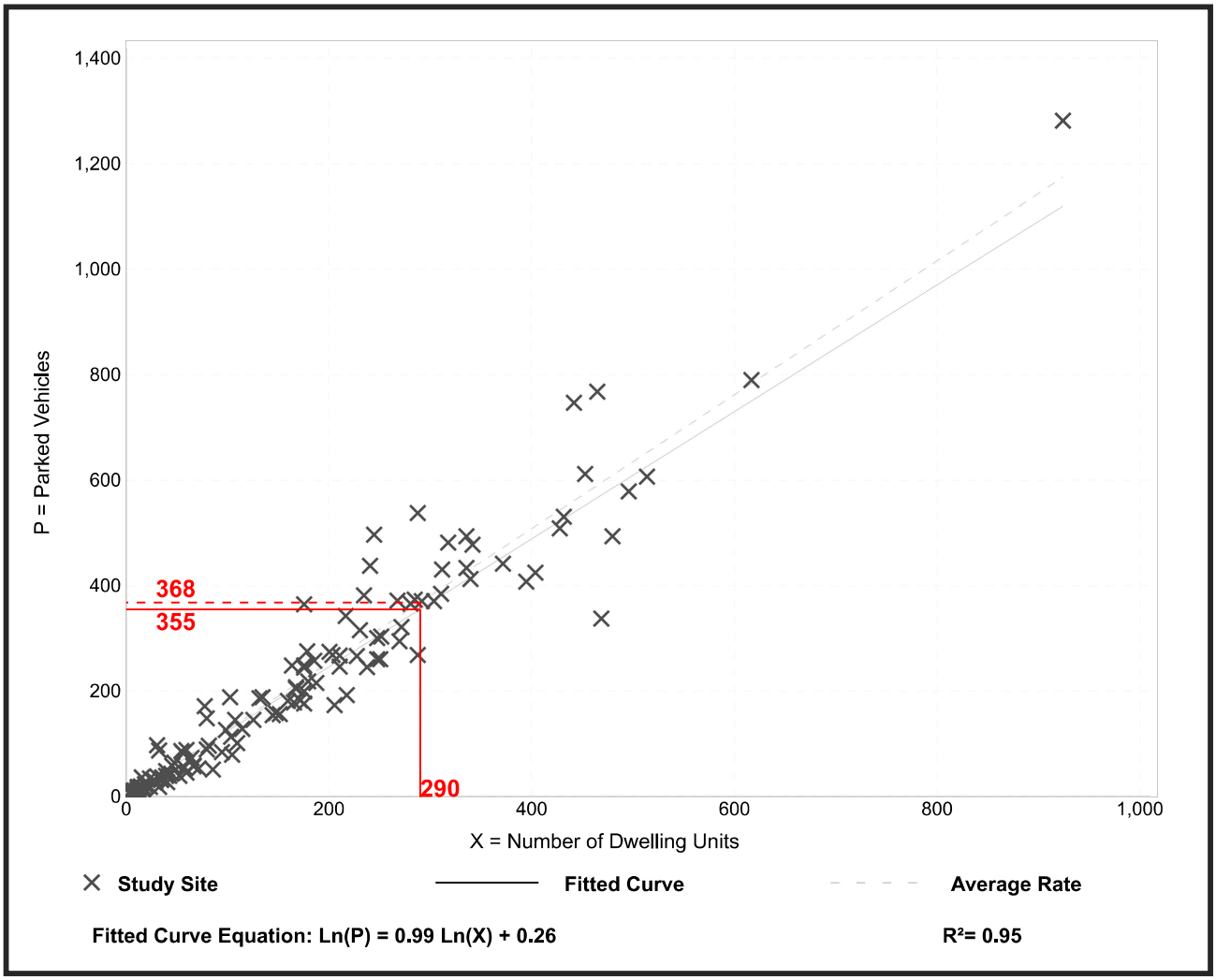
Multifamily Housing - 2+ BR (Low-Rise) - Not Close to Rail Transit
(220)

Peak Period Parking Demand vs: **Dwelling Units**
On a: **Weekday (Monday - Friday)**
Setting/Location: **General Urban/Suburban**
Number of Studies: 143
Avg. Num. of Dwelling Units: 154

Peak Period Parking Demand per Dwelling Unit

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.27	0.58 - 3.16	1.07 / 1.59	1.22 - 1.32	0.29 (23%)

Data Plot and Equation



Parking Generation Manual, 6th Edition ● Institute of Transportation Engineers

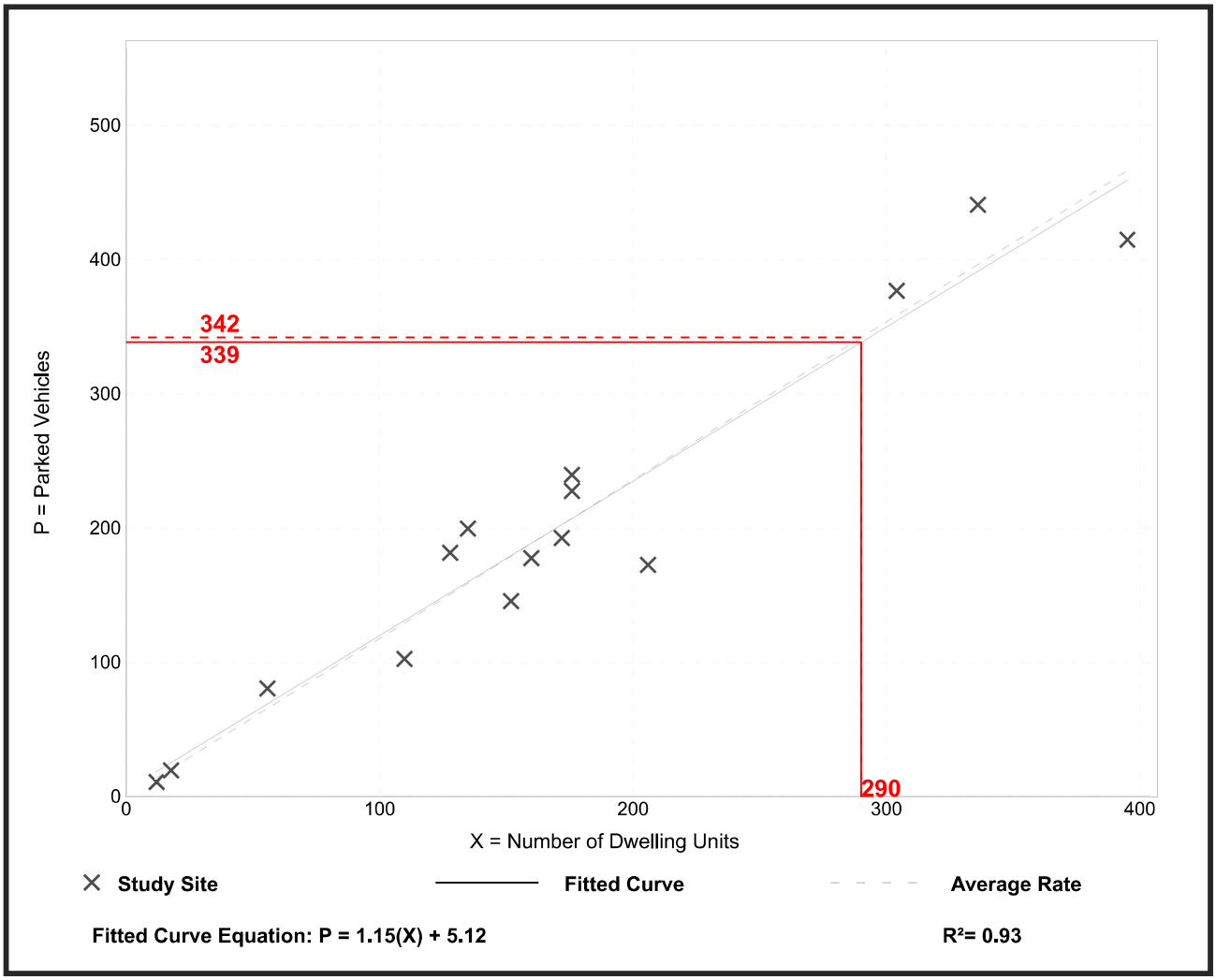
Multifamily Housing - 2+ BR (Low-Rise) - Not Close to Rail Transit
(220)

Peak Period Parking Demand vs: **Dwelling Units**
On a: **Saturday**
Setting/Location: **General Urban/Suburban**
Number of Studies: 15
Avg. Num. of Dwelling Units: 169

Peak Period Parking Demand per Dwelling Unit

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.18	0.84 - 1.48	1.07 / 1.44	***	0.19 (16%)

Data Plot and Equation



Parking Generation Manual, 6th Edition ● Institute of Transportation Engineers

APPENDIX B

ULI SHARED PARKING MANUAL

FIGURE 4-32 **Office Hourly Factors (Weekday)**

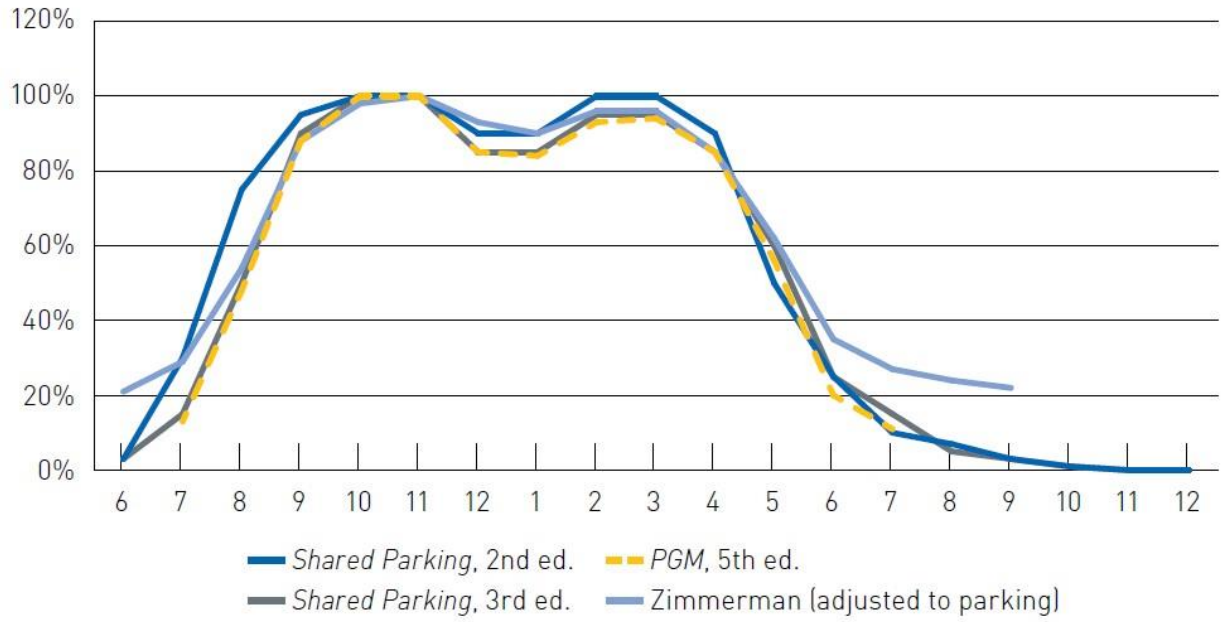
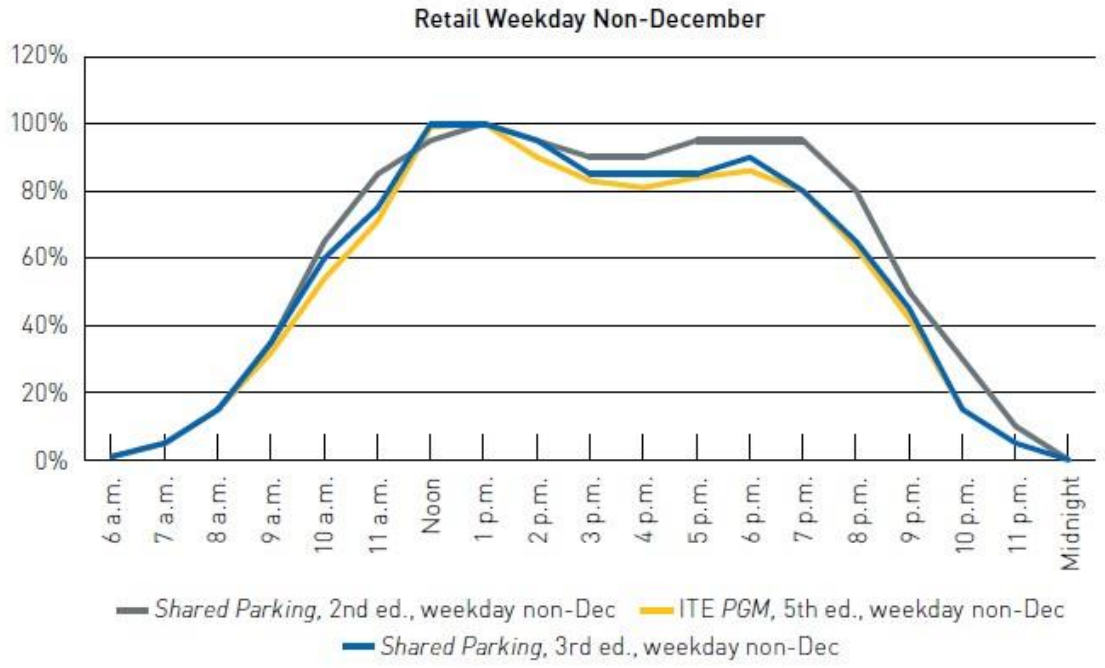


FIGURE 4-4 **Hourly Factors for Retail**



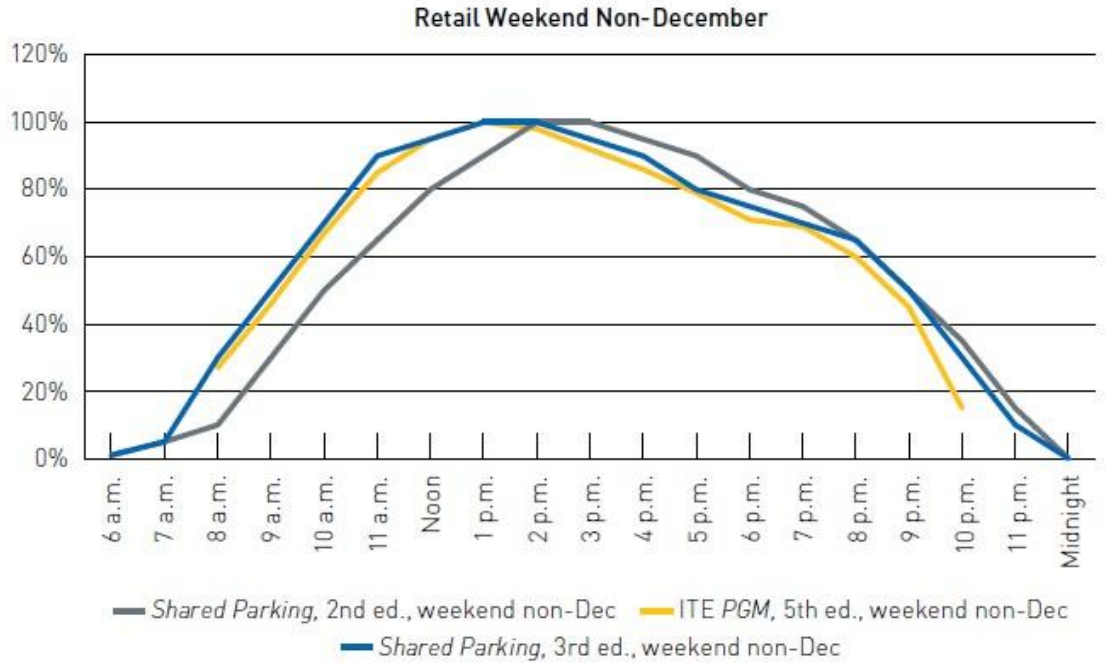


FIGURE 4-24 **Time-of-Day Factors for Residential on Weekends**

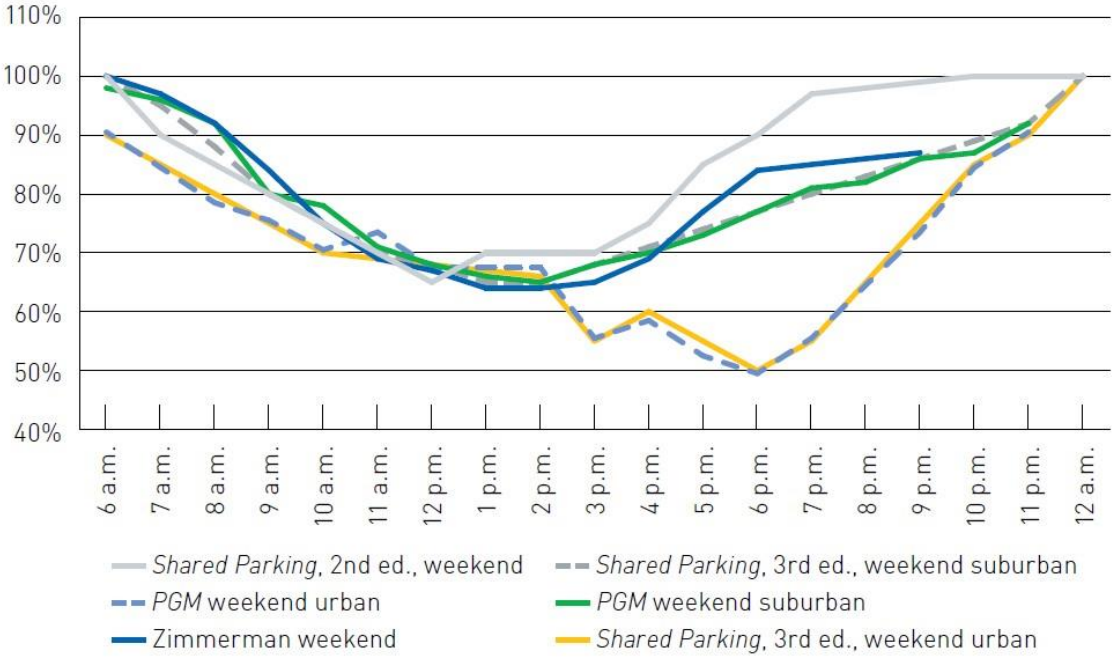
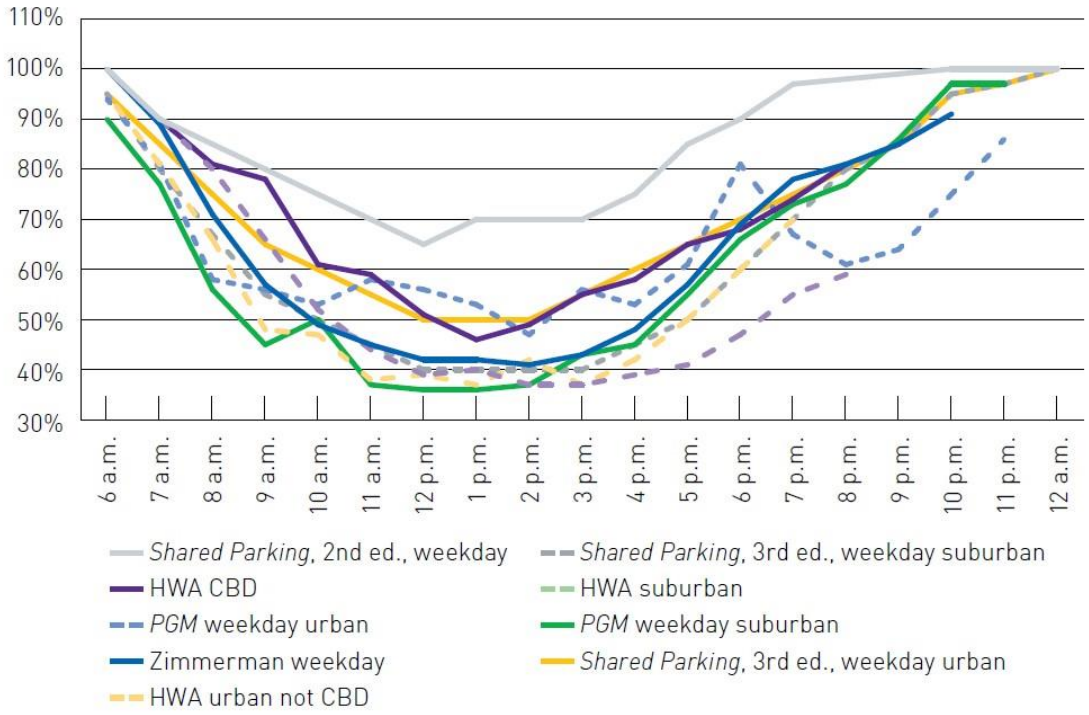


FIGURE 4-23 **Time-of-Day Factors for Residential on Weekdays**



CONTACT INFO:

Prepared For:
ARL Design Group, LLC

Prepared By:
Grid Engineering
Amir Jamali, PE, AICP

P : (813) 400 0393
E: amir@gridengr.com
W : www.gridengr.com

AFFIDAVIT ATTESTING TO PROVIDING PUBLIC NOTICE

5415, Inc. - Gary Blackwell

Owner and Record Title Holder(s) or Authorized Representative Name(s)

That I am (we are) the owner(s) and record title holder(s) or the authorized representative for same of the following described property:

Parcel Identification Number(s) (List All): 30-26-17-0000-00600-0000

That this property constitutes the property for which an approval is requested according to project name (or owner name) and project number (if associated with a site plan) and variance(s) if listed below:

Project Name: 5415 Inc./Blackwell MF & Office Complex MPUD (RZ-777)

Project Number: RZ-777

Request:

That attached is the following:

✓ Proof of publication from the Tampa Bay Times (newspaper name, if applicable).

✓ Certificate of mailing for the notices, which were mailed on 11-7-2025 (Date).

✓ Photos showing the placement of and language on the signage, which was posted on 11-7-2025.

FURTHER AFFIANT SAYETH NOT

STATE OF Florida
COUNTY OF Pasco

(Date) 11/12/25

The foregoing instrument was acknowledged before me me by means of ☒ physical presence or ☐ online notarization, this November 12, 2025 (date) by GARY BLACKWELL (name of person acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification.

Seal:

JACQUELINE L. OLSON
Commission # HH 704060
Expires November 27, 2029

Jacqueline L. Olson
NOTARY PUBLIC

ARL Design Group, llc
Phone: (727) 488-1002
Address: 8209 State Road 52, Hudson, FL 34667
Website: www.ARLDesign.net
Florida State Certified Professional Engineering Firm Certificate of Authorization: 36127

November 6, 2025

RE: Blackwell MF & Office Complex MPUD Comprehensive Plan Amendment CPAS23(26) and Rezoning (RZ-7778)

Dear Property Owner:

This letter is to notify you that Comprehensive Plan Amendment CPAS 23(26) has been filed to change the Comprehensive Plan Land Use Designation for parcel ID No. 30-26-17-0000-00600-0000. The amendment to the future land-use from Commercial (COM) to PD (Planned Development) allows for 290 dwelling units and 50,000 sf of commercial/medical uses.

This letter is to further notify you that Petition No. RZ-7778 has been filed in the name of 5415, Inc. for a change in zoning from an Agriculture (A-C) and General Commercial (C-2) to a Master Planned Unit Development (MPUD) District. The parcel ID No. is 30-26-17-0000-00600-0000, containing approximately 15.36 acres. The proposed modification allows for 290 dwelling units and 50,000 sf of commercial/medical uses.

The parcel is located on the north side of the corridor, approximately 0.33 mile east of the intersection of Starkey Boulevard and State Road 54.

The public hearings for the consideration of these applications will be held as follows:

Planning Commission	**11/20/25***	**West Pasco Government Center* 1st Floor, Board Room 8731 Citizens Drive New Port Richey, FL 34654**	**1:30 p.m.**
Board of County Commissioners	**01/20/26***	**West Pasco Government Center* 1st Floor, Board Room 8731 Citizens Drive New Port Richey, FL 34654**	**1:30 p.m.**

Dates and locations are subject to change based on continuances, please contact the Planning, Development and Economic Growth Department, at 727-847-8142.

The Application and all supporting documentation on file regarding the Comprehensive Plan Amendment can be viewed by contacting, Amy E. Tull, CPM, CNU-

ARL Design Group, llc
Phone: (727) 488-1002
Address: 8209 State Road 52, Hudson, FL 34667
Website: www.ARLDesign.net
Florida State Certified Professional Engineering Firm Certificate of Authorization: 36127

A, Planning Development, and Economic Growth Department, Pasco County Government Center, 8731 Citizens Drive, Suite 200, New Port Richey FL 34654; 727-847-8142; ahyler@pascocountyfl.net. The application and all supporting documentation on file regarding the Rezoning Application can be viewed by contacting, Kurt Siverson; Planner I, Planning Services, Planning, Development, and Economic Growth Department; West Pasco Government Center, 8731 Citizens Drive, Suite 210, New Port Richey, FL 34654; 727-847-8142; ksiverson@pascocountyfl.net.

If you are in opposition to the above-stated application, you will need competent, substantial evidence presented to support your opposition.

Any person desiring to appeal any decision made by the Planning Commission or Board of County Commissioners with respect to any matter considered at any meeting or hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based.

On occasion, applications may be continued. It is your responsibility to contact this office to confirm the above-scheduled public hearing dates. If you desire any additional information concerning this application, please contact the Pasco County Planning and Economic Growth Development.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact either the Pasco County Customer Service Center, 8731 Citizens Drive, New Port Richey, FL 34654, (727) 847-2411 (V) or the Pasco County Risk Management Office, 7536 State Street, New Port Richey, FL 34654, (727) 847-8028 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

Richard 'Rick' Marcel, Project Manager
Phone: 727-488-1002
Email: Rick@arldesign.net

AFFIDAVIT OF PROOF OF PROVIDING PUBLIC NOTICE

It is the responsibility of the applicant to file the affidavit attesting to compliance with the public notification requirements and provide the supporting documentation 30 days prior to final action by the County. A sample Affidavit Attesting to Providing Public Notice is provided.

30 26 17 0000 00100 0000
MITCHELL RANCH PARTNERSHIP LTD
7916 EVOLUTIONS WAY STE 210
TRINITY, FL 34655-9900

30 26 17 0000 00100 0022
CBW STORAGE ENTERPRISES INC
C/O TRINITY TOWERS STORAGE 10409 STATE ROAD 54
NEW PORT RICHEY, FL 34655-2268

30 26 17 0000 00100 0023
SBA PROPERTIES INC
8051 CONGRESS AVE STE 100
BOCA RATON, FL 33487-1311

30 26 17 0000 00100 0024
WEHR ROBERT P TRUSTEE
1 CHEOAH TRL
LAKE SANTEETLAH, NC 28771-8400

30 26 17 0000 00200 0080
JEN TAMPA 14 LLC
1316 SWANN AVE
TAMPA , FL 33606

30 26 17 0000 00300 0000
DUKE ENERGY FLORIDA INC PROPERTY TAX DEPARTMENT
PO BOX 37996
CHARLOTTE , NC 28237

30 26 17 0000 00300 0010
DUKE ENERGY FLORIDA INC PROPERTY TAX DEPARTMENT
PO BOX 37996
CHARLOTTE , NC 28237

30 26 17 0000 00400 0050
ALGIL REALTY CO LLC
109 MONTGOMERY AVESTE 102
SCARSDALE, NY 10583

30 26 17 0000 00500 0000
MHC COUNTRY PLACE LLC C/O DUFF & PHELPS, A KROLL BUSINESS
311 W WASHINGTON MS 316
CHICAGO, IL 60607

30 26 17 0000 29900 0102
FL DEPT OF TRANSPORTATION BUREAU OF RIGHT OF WAY
11201 MCKINLEY DR
TAMPA, FL 33612-6456

30 26 17 0000 29900 1030
FL DEPT OF TRANSPORTATION BUREAU OF RIGHT OF WAY
11201 MCKINLEY DR
TAMPA, FL 33612-6456

30 26 17 0000 29900 1030
FL DEPT OF TRANSPORTATION BUREAU OF RIGHT OF WAY
11201 MCKINLEY DR
TAMPA, FL 33612-6456

30 26 17 0000 29900 1040
FL DEPT OF TRANSPORTATION BUREAU OF RIGHT OF WAY
11201 MCKINLEY DR
TAMPA, FL 33612-6456

30 26 17 0000 29900 1050
FL DEPT OF TRANSPORTATION BUREAU OF RIGHT OF WAY
11201 MCKINLEY DR
TAMPA, FL 33612-6456

30 26 17 0000 49900 0000
PASCO COUNTY FACILITIES MANAGEMENT DEPT
7220 OSTEEN RD
NEW PORT RICHEY, FL 34653-2359

30 26 17 0080 00000 0030
CIRCLE K STORES INC ATTN: REAL ESTATE DEPT
3802 CORPOREX PARK DR STE 200
TAMPA, FL 33619-1125

30 26 17 0080 00000 0040
BEROV REALTY LLC
PO BOX 841452
PEMBROKE PINES, FL 33084

30 26 17 0090 00000 0020
LCW STATE ROAD 54 NEW PORT RICHEY LLC
6805 MORRISON BLVD STE 120
CHARLOTTE, NC 28211

30 26 17 0090 00000 0021
STATE ROAD 54 LLC
5514 PARK BLVD
PINELLAS PARK, FL 33781

U.S. POSTAGE PAID
ELFERS, FL
34680
NOV 07 25
AMOUNT
$15.40
S2324A502653-53

0000

ELFERS, FL 34680
NOV 07 2025
USPS

30 26 17 0090 00000 0010
STATE ROAD 54 LLC
5514 PARK BLVD
PINELLAS PARK, FL 33781

30 26 17 0000 00600 0000
5415 INC
6915 STATE ROAD 54
NEW PORT RICHEY, FL 34653-6023



63167

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE26-008 was published in said newspaper by print in the issues of 11/05/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____

Sworn to and subscribed before me this **11/05/2025**

Signature of Notary of Public

Personally known X or produced identification.

Type of identification produced _____

Notary Public State of Florida
Jean M Mitotes
My Commission HH 577686
Expires 7/31/2028

NOTICE OF PUBLIC HEARINGS
ON REZONINGS, CONDITIONAL USES
AND SPECIAL EXCEPTION FOR PROPERTIES
LOCATED IN PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasadena Hills Planning and Policy Committee will hold a public hearing on **Wednesday, November 19, 2025, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, January 6, 2026, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.** to consider applications for rezoning pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following applications:

1. Suma Properties Inc / Evans Place (Z/LU 26-01) Subject MPUD (RZ-7953) petition for a rezoning from a MPUD Master Planned Unit Development District to a MPUD Master Planned Unit Development District for a parcel located at the southwest corner of the intersection of Handcart Road and Keller Road (aka 19-25-21-0000-01400-0000).

2. Robert & Angela Allen Alvarado / FL 1984 Robert Alvarado (aka CU26-02 aka CU25-12) petition for a conditional use for a 195-foot above ground level (AGL) monopole wireless communications facility (WCF) on an A-R Agricultural Residential District for a parcel located on the north side of Simon Road, approximately 180 feet west of Old Simons Road (aka 33-25-21-0020-11900-0020) and will contain a proposed 150-foot AGL (155-foot WCF with a 5-foot lightning rod) WCF within a 4,900 square foot fenced compound on the site containing approximately 5.64 acres.

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing on **Thursday, November 20, 2025, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, January 20, 2026, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, at 1:30 p.m.**, to consider applications for rezoning and/or conditional use pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following applications:

3. Kevin Sweetsky & Dawn De Pasquale / De Pasquale (RZ 7990) petition for a rezoning from a C-1 Neighborhood Commercial District to a C-2 General Commercial District for a parcel located at the southwest corner of Massachusetts Avenue and Kenna Street (aka 03-26-16-0070-01100-0080).

4. Little Generals, Tony W & Peter A & ET Al / Woodfield S & L (the MPUD (RZ 7956) petition for a rezoning from a MPUD Master Planned Unit Development District to a MPUD Master Planned Unit Development District amending the conditions of approval for a revised roadway layout of the Prather Road Extension and introduction of a Binding Concept Plan for the entire residential portion, generally located south of Declaration Drive and east of Mansfield Road (aka 02-25-20-0010-00000-0060 et al).

5. Citrico Alliance, LLC / 5808 Little and Ross MPUD (RZ-7988) petition for a rezoning from an A-C Agricultural District and a C-2 General Commercial District to allow for the development of 74 single family detached homes, generally located north of Ross Lane and approximately 500 feet east of Little Road (aka 26-25-19-0000-00400-0000).

6. 5405 Rot / Blackwell MF & Office Complex MPUD (RZ-7798) petition for a rezoning from an A-C Agricultural District and a C-2 General Commercial District to allow for the maximum development of 240 multi-family units and 50,000 square feet of commercial/medical uses, generally located north of State Road 54, approximately 0.25 mile south of Old Stanley Road and State Road 54 intersection (aka 30-26-17-0000-00300-0000).

7. 26108 Laurence Avenue LLC / Briar Creek Group Home (aka CU25-09 aka CU25-11) petition for a conditional use for a Recreational Establishment and Care Facility in a R-4 High Density Residential District for a parcel located on the west side of Nature Trail, west of Zephyr Lake (aka 11-26-19-0010-00000-0110).

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing on **Thursday, November 20, 2025, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, to consider an application for a special exception pursuant to the provisions of the Pasco County Land Development Code, Chapter 200. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application:

8. Palomar Pasco 451 LLC / Lakewood Duplex (SE 7921) petition for a duplex in a R-3 Two Dwelling Residential District for a parcel located on the west side of Cotton Road, approximately 450 feet north of Lakewood Drive.

Information concerning this matter will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 280, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To intend how to participate in this hearing virtually, which requires advance registration, please visit https://mypasco.net/meetingregistration.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Pasco may require a verbatim record of the proceedings by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (727) 847-2411 ext. 4145.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8125 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit https://pasco.legistar.com/Calendar.aspx.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 Slade Street, New Port Richey, Florida 34654, (727) 847-8059 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY PASADENA HILLS POLICY AND PLANNING COMMITTEE
PASCO COUNTY PLANNING COMMISSION
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE26-008

November 5, 2025 63167


PUBLIC HEARINGS
PASCO County Florida
Open Spaces. Vibrant Places.
App. No. CPAS23(26)
COMPREHENSIVE PLAN AMENDMENT
FROM: COMMERCIAL
TO: PLANNED DEVELOPMENT
Local Planning Agency
11/20/25 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Board of County Commissioners
01/20/26 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
PlanPasco@MyPasco.net / 727-847-8140
Hearing/Voice Impaired Call 711
MyPasco.net/MeetingAgendas


PUBLIC HEARINGS
PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
App. No. CPAS23(26)
COMPREHENSIVE PLAN AMENDMENT
FROM: COMMERCIAL
TO: PLANNED DEVELOPMENT
Local Planning Agency
11/20/25 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Board of County Commissioners
01/20/26 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
PlanPasco@MyPasco.net / 727-847-8140
Hearing/Voice Impaired Call 711
MyPasco.net/MeetingAgendas


PUBLIC HEARINGS
PASCO
COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
App. No. RZ-7778
Project Type: REZONING
PROPOSED MODIFICATION TO THE ZONING CLASSIFICATION FROM AGRICULTURE (A-C) DISTRICT and C-2 GENERAL COMMERCIAL DISTRICT TO A MASTER PLANNED UNIT DEVELOPMENT (MPUD) ALLOWING FOR 290 DWELLING UNITS AND 50,000 SF OF COMMERCIAL/MEDICAL USES
Planning Commission
11/20/25 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Board of County Commissioners
01/20/26 1:30 p.m.
West Pasco Government Center, 8731 Citizens Drive, New Port Richey
Planning@MyPasco.net / 727-847-8140
Hearing/Voice Impaired Call 711
MyPasco.net/MeetingAgendas

63167

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE26-008 was published in said newspaper by print in the issues of 11/05/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____

Sworn to and subscribed before me this **11/05/2025**

Signature of Notary of Public

Personally known **X** or produced identification.

Type of identification produced _____

Notary Public State of Florida
Jean M Mitotes
My Commission HH 577686
Expires 7/31/2028

NOTICE OF PUBLIC HEARINGS
ON REZONINGS, CONDITIONAL USES
AND SPECIAL EXCEPTION FOR PROPERTIES
LOCATED IN PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasadena Hills Planning and Policy Committee will hold a public hearing on **Wednesday, November 19, 2025, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, January 6, 2026, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.** to consider applications for rezoning pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

1. Evans Properties Inc / Evans Parcel G-2 VOPH Sub Mod MPUD (RZ-7853) petition for a rezoning from a MPUD Master Planned Unit Development District to a MPUD Master Planned Unit Development District for a parcel located at the southwest corner of the intersection of Handcart Road and Kiefer Road (aka 19-25-21-0000-01400-0000).

2. Robert & Angela Allen Aborizk / FL-1884 Robert Aborizk (#CU26-02 aka CU25-13) petition for a conditional use for a 155-foot above-ground-level (AGL) monopine wireless communications facility (WCF) in an A-R Agricultural-Residential District for a parcel located on the north side of Simon Road, approximately 180 feet west of Old Simons Road (aka 33-25-21-0020-11400-0010) and will contain a proposed 159-foot AGL (155-foot WCF with a 4 foot lightening rod) WCF within a 4,900 square-foot fenced compound on the site containing approximately 5.61 acres.

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing on **Thursday, November 20, 2025, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, January 20, 2026, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, at 1:30 p.m.**, to consider applications for rezoning and/or conditional use pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

3. Kevin Singletary & Daien De Pasquale / De Pasquale (RZ-7899) petition for a rezoning from a C-1 Neighborhood Commercial District to a C-2 General Commercial District for a parcel located at the southwest corner of Massachusetts Avenue and Keena Street (aka 03-26-16-0070-01500-0000).

4. Little Gene D & Terry W & Peter A & ET AL / Decubellis & Little MPUD (RZ-7894) petition for a rezoning from a MPUD Master Planned Unit Development District to a MPUD Master Planned Unit Development District amending the conditions of approval for a revised roadway typical of the Plathe Road Extension and introduction of a Binding Concept Plan for the entire residential portion, generally located south of Decubellis Road and east of Little Road (aka 02-26-16-0010-00600-0000 et al).

5. Citrico Alliance, LLC / DRB Little and Ross MPUD (RZ-7893) petition for a rezoning from an A-C Agricultural District and a C-2 General Commercial District to allow for the maximum development of 74 single-family detached homes, generally located north of Ross Lane and approximately 500 feet east of Little Road (aka 26-25-16-0000-00400-0000).

6. 5415 Inc / Blackwell MF & Office Complex MPUD (RZ-7778) petition for a rezoning from an A-C Agricultural District and a C-2 General Commercial District to allow for the maximum development of 290 multi-family units and 50,000 square feet of commercial/medical uses, generally located north of State Road 54, approximately 0.33 mile south of the Starkey Boulevard and State Road 54 intersection (aka 30-25-17-0000-00600-0000.

7. 26318 Lawrence Avenue LLC / Bear Creek Group Home (#CU26-09 aka CU25-11) petition for a conditional use for a Residential Treatment and Care Facility in a R-4 High Density Residential District for a parcel located on the west side of Nature Trail, west of Zane Lane (aka 11-25-16-0160-00000-0010).

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing on **Thursday, November 20, 2025, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.**, to consider an application for a special exception pursuant to the provisions of the Pasco County Land Development Code, Chapter 300. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following applications:

8. Pallamari Properties LLC / Lakewood Duplex (SE-7902) petition for a duplex in a R-2 Low Density Residential District for a parcel located on the west side of Colony Road, approximately 830 feet north of Lakewood Drive.

Information concerning this matter will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (727) 847-2411 ext. 4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY PASADENA HILLS POLICY AND PLANNING COMMITTEE
PASCO COUNTY PLANNING COMMISSION
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE26-008

November 5, 2025 63167

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0136 **DATE:** 1/20/2026

SUBJECT: Agenda & Minutes - Pasco County Commission on Human Trafficking - Meeting of October 8, 2025

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. NI26-0136 Agenda & Minutes - Pasco County Commission on Human Trafficking - Meeting of October 8, 2025

Pasco County Commission on Human Trafficking
Meeting Agenda

October 8th, 2025, 8:00am-9:30am

Pasco County Utilities Administration Building, Cotee Conference Room
19420 Central Boulevard, Land O' Lakes, FL 34637

CALL TO ORDER

INVOCATION/PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENT

Citizens are given an opportunity to comment on any proposition coming before the Committee during Public Comment. The Committee also takes Public Comment on items to be placed on a future Human Trafficking Commission meeting agenda.

TOPICS FOR DISCUSSION:

1. **Approval of the September 17, 2025, monthly meeting minutes and Work Group Minutes**

2. **Welcome Arturo Garcia!**

3. **Special Guest, Brian Hoben, Director of Community Services**

4. **Speaker, Capt. Larry Kraus, Operation Phoenix**

5. **Old Business**
   - A. 2026 Meeting Schedule — Group
   - B. FY 2025-2026 Finances
     - Red Sand Event Ask
     - SAFE Alliance Sponsorship
     - Printing of School District Indicator Cards
     - Printing of Youth Posters/Other Materials
     - Member Attendance at Conference (IAHTI)
   - C. Sexting/Sextortion Campaign – Preproduction Discussion — JL Video staff
   - D. Wage Theft Ordinance Update – meeting with County Attorney — Weightman
   - E. Engagement of the Faith-Based Community — Betsy
   - F. Run Away Youth Prevention Campaign Flyers — Liana

6. **New Business**
   - A. Projects for New Fiscal Year — Group

7. **Member Tasks for Next Month**

8. **Future Agenda Items/Guest Speakers**

9. **Member Roundtable**

10. Public Comment

11. Adjourn

Future Meetings: Meetings to be held on the third Wednesday (when possible) of the month from 8:00am-9:30am at the Pasco County Utilities Administration Building in Land O' Lakes. Work Groups are held immediately following from 9:30am-10:30am when needed

November 12th (second Wednesday)
December 10th (second Wednesday)

Pasco County Commission on Human Trafficking
Meeting Minutes

October 8th, 2025, 8:00am-9:30am

Pasco County Utilities Administration Building, Cotee Conference Room
19420 Central Boulevard, Land O' Lakes, FL 34637

CALL TO ORDER
Meeting called to order by Liana at 8:01am.

INVOCATION/PLEDGE OF ALLEGIANCE
Invocation conducted by Betsy and Pledge conducted by Larry.

ROLL CALL
Present: Liana, Ken, Megan, Kristen, Paul, Betsy, Kelly, Arturo, Larry, and Commissioner Weightman
Excused: Laura, Toby, and Alan
County staff present: Tracy Toner and Brian Hoben

PUBLIC COMMENT
Citizens are given an opportunity to comment on any proposition coming before the Committee during Public Comment. The Committee also takes Public Comment on items to be placed on a future Human Trafficking Commission meeting agenda.

TOPICS FOR DISCUSSION:

1. **Approval of the September 17, 2025, monthly meeting minutes and Work Group Minutes**
   Motion to approve the September 17, 2025, monthly meeting minutes as written made by Megan and seconded Paul. Motion carried with no objections. Motion to approve the September 17, 2025, Work Group minutes as written made by Paul and seconded by Megan. Motion carried with no objections. Liana will submit both sets of minutes to county staff to send to Board Records.

2. **Welcome Arturo Garcia!**
   Arturo Garcia, the newly appointed Researcher/Institution of Higher Learning representative was introduced to the Commission. He shared some of his background/experience. Members introduced themselves and explained their role on the Commission.

3. **Special Guest, Brian Hoben, Director of Community Services**
   Brian Hoben, Director of Community Servies for the county thanked the Commission members for their phenomenal work over the last decade. He voiced the ongoing support of the county for the Commission's efforts. Brian and Tracy Toner presented Liana with the Florida Attorney General's Community Advocate of the Year Award for the state of Florida. He and Tracy had nominated Liana for the award on behalf of the county for the work that she has done on behalf of the Commission over the last decade.

4. **Speaker, Capt. Larry Kraus, Operation Phoenix**
   Capt. Larry Kraus presented on the Pasco Sheriff's Office Operation Phoenix. Operation Phoenix is a new volunteer unit established by the Pasco Sheriff's Office to help combat human trafficking and exploitation. The program enlists trained volunteers who, after background checks, partner with detectives to use open-source information, like social media, to locate and rescue runaway teenagers who are at risk of being sexually exploited. The purpose is to increase the effectiveness of finding and

saving victims of human trafficking by increasing the number of people monitoring social media for signs of exploitation. The initiative aims to prevent young individuals from being victimized after running away and meeting dangerous individuals online who misrepresent their age and intentions.

5. Old Business

A. 2026 Meeting Schedule

Members discussed the meeting schedule for the upcoming calendar year (2026). Members would like to leave the meetings on the third Wednesday of the month. Discussion around moving the time of the meeting back half an hour to 8:30am. If approved, the new meeting time would be from 8:30-10:00 for the main monthly meeting and 10:00-11:00 for any Work Group meetings. Motion to approve the 3rd Wednesdays at 8:30am for the main monthly Commission meetings made by Kristen and seconded by Betsy. Paul is opposed. All other members are in favor. Motion carried with only Paul objecting. Commissioner Weightman inquired about virtual options for attending meetings. Liana stated that the Commission had been informed that having members attend virtually is not an option. He stated that he will look into the rules for having members participate virtually. Members present voiced that they feel that meetings should continue to occur in person despite what rules exist for virtual meetings.

B. FY 2025-2026 Finances

1. Red Sand Event Ask

Liana shared that Laura is requesting up to $1,000 for the 2026 Red Sand Events. The money will be used to pay survivor speakers honorariums, printing of materials, etc. Motion to approve up to $1,000 for use at the discretion of the Vice Chair for the Red Sand Events made by Paul and seconded by Megan. Motion carried with no objections. Liana will send Laura the forms to have survivor speakers set up as vendors so that they can be paid honorariums.

2. SAFE Alliance Sponsorship

Kristen presented on the Safe Alliance of Tampa Bay's request for the Commission to sponsor the Survivor Leadership Conference to be held February 20th and 21st, 2026. She is the Executive Director of SAFE Tampa Bay, and the Commission is a member of SAFE. This conference is the first of its kind in Florida. The conference will feature survivor leader, Rebecca Bender. Kristen has secured funding for the conference from both the Mel Greene Foundation as well as an event management company, but financial support is still needed. Kristen is requesting support for things like the printing of materials and for hotel rooms for survivors attending the conference. Ken stated that the Commission has had a partnership with SAFE for the last several years and that this is an incredible opportunity to show support for survivors. Motion to approve $1,000 as a sponsorship for the SAFE Alliance of Tampa Bay's 2026 Survivor Leadership Conference made by Ken and seconded by Kelly. Motion carried with no objections with Kristen recusing herself.

3. Printing of School District Indicator Cards

Megan reported that she had received information related to the Commission training school district staff. She learned that there is nothing preventing the school district from partnering with the Commission to train all 10,000-district staff. This training can be offered virtually, hopefully in January of 2026. House Bill 1237, Human Trafficking Awareness House Bill 1237, signed by Governor DeSantis on May 21, 2025, and effective July 1, 2025, creates section (s.) 1006.481, Florida Statutes (F.S.), Human trafficking awareness training. The bill requires the

Florida Department of Education (FDOE) to identify a free training curriculum regarding human trafficking awareness, which may be conducted either in-person or online. Each public school, including charter schools, must require that all instructional personnel, administrative personnel, and educational support personnel who have contact with students receive training on human trafficking awareness. Additionally, each employee must submit to the school an acknowledgement of having received the training, which must be retained by the school.

The identified human trafficking awareness curriculum shall include:

- The definition of human trafficking and an explanation of the difference between sex trafficking and labor trafficking;
- Guidance specific to the public education sector concerning how to identify students who may be victims of human trafficking;
- Guidance concerning the role of employees in reporting and responding to suspected human trafficking; and
- A protocol for reporting suspected human trafficking, which must require that suspicion of human trafficking be reported to the Department of Children and Families or the Florida Human Trafficking Hotline.
    - Liana to follow up regarding what protocol the district wants included in the presentation and to clarify if any numbers other than the Florida Abuse Registry should be included on the indicator card.

To accompany the training, the Commission will provide the district with 10,000 indicator cards to give to staff. Liana to talk to Megan about putting the district's response protocol on the back of the cards if possible. Motion to approve up to $1,200 for printing of indicator cards for the school district made by Kelly and seconded by Megan. Motion passed with no objections.

4. Printing of Youth Posters/Other Materials

Liana requested that some funds be allocated for the printing of materials for distribution at awareness events and to print additional posters for schools if needed. Motion to approve the Chair to spend up to $1,000 on printing awareness materials made by Paul, seconded by Ken. Motion carried with no objections.

5. Member Attendance at Conference (Example: IAHTI)

Members discussed using funds to provide a member(s) the opportunity to attend a conference related to human trafficking. In the ten years that the Commission has been in existence we have only sent members to one conference, the 2025 JUST Conference in Orlando. Provided that the member(s) bring back information to share with the full membership, members are in agreement that, provided the cost is reasonable, this should be something that should be considered moving forward. Members were encouraged to submit requests to attend conferences that interested them.

C. Sexting/Sextortion Campaign – Preproduction Discussion

JL Video submitted a creative proposal for the sexting/sextortion campaign that was sent out to the members with the reminder email. The JL Video representative had the wrong time and arrived at the very end of the meeting. The proposal will be discussed at the next meeting and a decision made regarding whether to do a live shoot or use stock footage. This decision will

determine the amount that is owed to JL Video as there is a difference in price between the two options. It is hoped that the project will be completed in time to be released in some format in January for Human Trafficking Awareness month.

D. Wage Theft Ordinance Update

Commissioner Weightman met with the County Attorney to discuss the development of a wage theft ordinance. The County Attorney stated that this would require the creation of a new position within the county, and he does not believe resources exist to do this. Commissioner Weightman is opposed to growing county government in any way. For that reason, he now no longer supports a wage theft ordinance. He invites the Commission to either here from the County Attorney directly or to solicit the support of the other county commissioners. Commissioner Weightman does not believe that this is the time to move forward with this initiative.

E. Engagement of the Faith-Based Community

Betsy reported that she has been reaching out to local area churches to engage them in awareness efforts. She is finding that they are very receptive. There is interest in the posters that were developed for the school district. She will let Liana know how many to order. She is also letting them know about the webinar on the Commission's website.

F. Run Away Youth Prevention Campaign Flyers

Liana will talk to Arturo about this initiative to get his insight as this is a population that he has researched.

6. New Business

A. Projects for New Fiscal Year

Due to time constraints, this was not discussed. In December, Liana would like to engage in strategic planning for the 2026 to identify projects/priorities.

7. Member Tasks for Next Month

This was not discussed.

8. Future Agenda Items/Guest Speakers

- Red Sand Event planning
- Creative for the anti-sexting/sextortion campaign and selection of package
- Run-away campaign next steps
- Ordering of materials for churches/school district (if amount exceeds that approved)
- Projects for the new fiscal year

9. Member Roundtable

Commissioner Weightman: discussed the Board of County Commissioners Plan to address homelessness in Pasco County. The 2025-2030 Strategic Plan for the Board of County Commissioners is prioritizing homelessness and has created a Work Group, headed up by former Chief Walters. They plan to look at what the county is doing and what the commissioners have influence over, but also how they can support nonprofits that work in that space. Town halls are being held to engage the community and to gather data on what people are seeing. They have gathered 2,500 responses to date. Brian sent Liana the survey link and it was forwarded to the members. The commissioners want to facilitate a collaborative approach that includes all sectors that touch the homeless population.

They want to educate county employees about the problem, the driving factors, and what resources are available. They are going to leverage their ability to work with the county attorney to hold property owners accountable who are setting prices for rent. On December 16th, they will present their findings from several months of fact-finding and community outreach efforts to the Board of County Commissioners to propose a plan for moving forward. They feel that this is related to anti-trafficking efforts as homelessness is a push factor that creates vulnerabilities for trafficking. Brian will connect Liana to James Walters via email. Liana emailed him and invited him to come to a meeting to discuss the initiative further.

Ken: suggested that future asks from the BOCC for funding include a standing request for printing. For instance, ask for $12,000 ($2,000 for printing, remaining for other initiatives) this would enable us to have an entire budget for only initiatives.

10. Public Comment

None.

11. Adjourn

Meeting adjourned by Liana at 9:29am.

Future Meetings: Meetings to be held on the third Wednesday (when possible) of the month from 8:00am-9:30am at the Pasco County Utilities Administration Building in Land O' Lakes. Work Groups are held immediately following from 9:30am-10:30am when needed.

November 12th (second Wednesday)
December 10th (second Wednesday)

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0138 **DATE:** 1/20/2026

SUBJECT: Agenda & Minutes - Pasco County Commission on Human Trafficking - Meeting of November 12, 2025

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. NI26-0138 Agenda & Minutes - Pasco County Commission on Human Trafficking - Meeting of November 12, 2025

Pasco County Commission on Human Trafficking
Meeting Agenda

November 12th, 2025, 8:00am-9:30am

Pasco County Utilities Administration Building, Cotee Conference Room
19420 Central Boulevard, Land O' Lakes, FL 34637

CALL TO ORDER

INVOCATION/PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENT

Citizens are given an opportunity to comment on any proposition coming before the Committee during Public Comment. The Committee also takes Public Comment on items to be placed on a future Human Trafficking Commission meeting agenda.

TOPICS FOR DISCUSSION:

1. **Approval of the October 8, 2025, monthly meeting minutes**

2. **Guest Speaker, Felecia Foster, Journey to Destiny Ministries**

3. **Old Business**
   - A. Sexting/Sextortion Campaign – Preproduction Discussion — JL Video staff
   - B. Red Sand Event Planning Update — Laura
   - C. School District Training Update – district response protocol — Megan, Liana, & Laura
   - D. January Awareness Activities — Group
   - E. Projects for the New Fiscal Year — Group
   - F. Engagement of the Faith-Based Community — Betsy
   - G. Updates from the JUST Conference — Liana, Laura, Kristen, Ken, & Alan

4. **New Business**
   - A. Request for Support from the Justice Restoration Center — Liana

5. **Member Tasks for Next Month**

6. **Future Agenda Items/Guest Speakers**

7. **Member Roundtable**

8. **Public Comment**

9. **Adjourn**

Future Meetings: Meetings to be held on the third Wednesday (when possible) of the month from 8:00am-9:30am at the Pasco County Utilities Administration Building in Land O' Lakes. Work Groups are held immediately following from 9:30am-10:30am when needed.

December 10th (second Wednesday)

Pasco County Commission on Human Trafficking
Meeting Minutes

November 12th, 2025, 8:00am-9:30am

Pasco County Utilities Administration Building, Cotee Conference Room
19420 Central Boulevard, Land O' Lakes, FL 34637

CALL TO ORDER
Meeting called to order at 8:05am.

INVOCATION/PLEDGE OF ALLEGIANCE
Betsy facilitated the invocation, and Larry led the pledge.

ROLL CALL
Present: Liana, Betsy, Alan, Larry, Laura, and Kristen **NO QUOROM**
Excused: Commissioner Weightman, Kelly, Ken, Toby, Megan, Paul, and Arturo
County Staff Present: Tracy Toner

PUBLIC COMMENT
Citizens are given an opportunity to comment on any proposition coming before the Committee during Public Comment. The Committee also takes Public Comment on items to be placed on a future Human Trafficking Commission meeting agenda.

No public comment.

TOPICS FOR DISCUSSION:

- **Approval of the October 8, 2025, monthly meeting minutes**
  Minutes not voted upon due to lack of quorum.

- **Guest Speaker, Felecia Foster, Journey to Destiny Ministries**
  Journey To Destiny Ministries (JTDM) is a global, faith-based nonprofit organization founded in 2015 by Felecia Foster. JTDM exists to restore dignity, hope, and opportunity to vulnerable individuals—especially children, women, and families affected by poverty, trafficking, abuse, or displacement. Operating in the United States, Dominican Republic, Ghana, Kenya, France, and Puerto Rico, JTDM meets urgent needs through a network of Journey Centers that provide safe housing, educational assistance, vocational training, emotional healing, and spiritual development. The program started in Memphis TN and is now in five countries. The organization has rescued nearly three hundred girls from exploitation/abuse in the Dominican Republic via the safe house there and they have graduated four classes of girls from their vocational program in Kenya. They work with unaccompanied minors in France and have a safe house in Guana for abandoned babies. Ms. Foster is interested in creating a residential program in Hillsborough County and an outreach program in Pasco County. She is working with other faith-based organizations to bring outreach and resources to underserved communities.

- **Old Business**
  - **A. Sexting/Sextortion Campaign – Preproduction Discussion**
    JL Video staff attended the meeting and outlined their creative concept for the campaign.
    JL Video stated that:
    - the content will be able to be placed on TV or social media
    - be cut both horizontally and vertically so that it can be viewed in either direction
    - the current format is for one thirty second PSA

A. Sexting/Sextortion Campaign – Preproduction Discussion

- we can either do a live shoot or grab pre-created online content
- the pros of online content (obtained via Art Grid) are that different kinds of content can be put together into a story that makes sense. The downsize is that it cannot be customized.
- the pros of a live shoot are that we have complete control over everything and can shoot it until we get it right. A live shoot is more authentic, and the content will be original/not available anywhere else (JL Video recommends this option; it is the more expensive option)
    - if we do a live shoot, we will need people from this age group as actors
    - shoot would take 2-4 hours
    - we will need at least 10-15 people; one primary female and a group of her peers that display the immediate impact of the sharing of the picture
    - we will need to identify a location
    - we would need to email JL Video the names/contact of the actors
    - Liana stated that there will likely be some legal issues involved due to the county wanting something signed saying that the Commission has permission of the actors to use their image/likeness
- The idea is that the pictures are shared and the girl is ridiculed by her peers (immediate impact)

Members discussed the following:

- Content needs to convey the exploitation piece rather than just the exposure piece
- the proposed concept needs to be revised to reflect that we are targeting young adults so the setting should not be a bus stop- we need a more neutral setting that this age group can relate to but that will also appeal to high schoolers
- we must show an immediate consequence
- everything is great up until it is not
- we do need to show that this is a pattern of behavior vs a first time event
- like the rewind concept
- add the threat/if you don't do this then….if you break up with me then this will happen…release pic to your new boyfriend/family, give me money and I won't (Larry says a lot of these cases go to the threat unit at the PSO)
- Add something to our website – put more resources up other resources up. Here are other steps that you can take, this person can help you….
- known relationship/people who know each other – emotional; Unknown relationship/the anonymous relationship - is financial.

Notes from Officers meeting following main meeting:

- we need to decide if the message is going to be that of prevention or intervention
- based on data from the work group we want this to be intervention as we know that young people are already engaging in this behavior and we have data that shows how many young people fall victim to this
    - if they are already doing the behavior then the campaign is not prevention
- the rewind concept does not make sense for this PSA if we are taking an intervention approach
- the rewinding concept is victim blaming- the girl shared the pictures so the consequences are her fault.
- If we take an intervention focus then we are acknowledging that this has happened and

the focus should be on what they can do now that it has happened

- We should be telling them about mental health resources, Take it Down, report to LE, get help to repair the damage, etc.
- we should be providing education about mental health supports, knowing their rights and who to report this to and how to take it down.
- the rewind concept does not fit with the intervention message. I cannot rewind my decision. What I need is for you to tell me what to do.
- a prevention focused PSA tells them what can happen (i.e., the ridicule)
    - letting them know what can happen if they decide to send NOT that they actually sent it
    - the rewind focuses on the decision moment – if you decide to send, this is what can happen; if you do not send, this will happen.
    - With prevention message the focus is on the decision
    - However, the focus group told us that abstinence/not sharing is not going to work – they are going to do it and do not plan to stop but educate us anyway

A. Red Sand Event Planning Update

Laura reported that the January 31st date for the West Pasco Government Center is confirmed. She is still waiting to hear about the February 28th date for the East side of the county. She is also looking into possibly hosting the event at the Historic Dade City Courthouse and will coordinate that with Commissioner Weightman's office. Betsy has a donor who will pay for the red sand. The sand for both events will be ordered in January. Laura was encouraged to register both events at the national level to help garner attention/increase awareness. Liana has sent Laura the vendor forms to get the survivor speakers set up as vendors so that they can be paid an honorarium.

B. School District Training Update – district response protocol

Members discussed the protocol proposed by the school district on how they want staff to respond when they suspect the trafficking of a student. Members feel that the presentation needs to address how to obtain quality information for an Abuse Registry report that does not involve questioning children as this can impact law enforcements investigation. We want school staff to be educated on how to obtain information to make a report that does not involve extensively questioning a child. Larry will ask his detectives for some input on this. Liana, Megan, and Laura need to meet to work on the presentation and Liana needs to update the indicator card and order 10,000 for the district.

C. January Awareness Activities

The Commission is cohosting a Red Sand event on January 31st. It is also hoped that the Commission will be able to announce its partnership with the school district to train all 10,00 staff. However, this may be delayed due to time constraints and members ability to develop the presentation and accompanying materials.

D. Projects for the New Fiscal Year

Not discussed due to time constraints and lack of quorum.

E. Engagement of the Faith-Based Community

Not discussed due to time constraints.

F. Updates from the JUST Conference
Not discussed due to time constraints.

- **New Business**

A. Request for Support from the Justice Restoration Center
Liana shared that Brent Woody with the Justice Restoration Center is requesting the Commission's assistance in obtaining authorization to determine human trafficking victim status and issue victim determination documentation related to the Debt Bondage Repair Act (DBRA). This authorization by a government entity will permit JRC to determine whether certain individuals were or are human trafficking victims as defined in federal law at 22 U.S.C. § 7102(11) for the purposes of DBRA submissions. JRC has the requisite experience, skill, and legal knowledge to make such determinations but is in need of support from an entity such as county government. Members present are in support of this initiative. Item to be included on December agenda for a formal vote.

- **Member Tasks for Next Month**

- **Future Agenda Items/Guest Speakers**
  - Sexting/Sextortion Campaign creative decisions
  - Red Sand Event
  - School District Training – approval of materials
  - Request from the Justice Restoration Center
  - January Resolution for Human Trafficking Prevention Month
  - Strategic planning for new calendar year – around continuation of anti- sexting/sextortion campaign, labor trafficking, club in a box, etc.

- **Member Roundtable**
  None.

- **Public Comment**
  None.

- **Adjourn**
  Meeting adjourned at 9:26 am by Liana.

Future Meetings: Meetings to be held on the third Wednesday (when possible) of the month from 8:00am-9:30am at the Pasco County Utilities Administration Building in Land O' Lakes. Work Groups are held immediately following from 9:30am-10:30am when needed.

December 10th (second Wednesday)

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0438 **DATE:** 1/20/2026

SUBJECT: Metropolitan Planning Organization (MPO) Meeting Minutes – December 10, 2024

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0438 Metropolitan Planning Organization (MPO) Meeting Minutes – December 10, 2024

PASCO COUNTY
METROPOLITAN PLANNING ORGANIZATION
MEETING

ANNOTATED AGENDA

DECEMBER 10, 2024

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

8:30 A.M.

WEST PASCO GOVERNMENT CENTER, BOARD ROOM, 1ST FLOOR
8731 CITIZENS DRIVE, NEW PORT RICHEY, FLORIDA 34654

MPO Members

Matt Murphy, Chairman
(Councilman, City of New Port Richey)
Scott Black, Vice-Chairman
(Mayor, City of Dade City)
Ron Oakley
(County Commissioner, District 1)
Seth Weightman **- Absent**
(County Commissioner, District 2)
Kathryn Starkey
(County Commissioner, District 3)
Lisa Yeager
(County Commissioner, District 4)
Jack Mariano
(County Commissioner, District 5)
Lance Smith **- Absent**
(Councilman, City of Zephyrhills)
John Eric Hoover
(Mayor, City of Port Richey)

David Gwynn, P.E. – FDOT District Seven
(Non-Voting – Advisor)

Staff Members:

David Goldstein, Chief Assistant County Attorney
Tania Gorman, MPO Executive Director
Scott Ferry, Principal Planner
Laurie Schaediger, Business Compliance & Contracts Manager
Tina Russo, Planner II

Call to Order

Chairman Murphy called the meeting to order at 8:34 a.m.

Invocation and Pledge of Allegiance

Ms. Jessica Popplewell, Deputy Clerk, gave the Invocation and led the Pledge of Allegiance to the Flag.

Roll Call – Clerk

Ms. Popplewell called the roll. All members were present with the exception of Commissioner Weightman and Councilman Smith who were absent. Commissioner Starkey arrived to the meeting at 8:40 a.m. Commissioner Yeager arrived to the meeting at 9:25 a.m.

Call for Public Input

Citizens are given an opportunity to comment on items listed on the Agenda by participating via WebEx during the meeting or attending in person. A WebEx pre-registration process can be found on the Public Comment Options page and must be completed to participate. Citizens may also comment on items listed on the Agenda in person inside the Board Room. Attendees are given an opportunity to comment on listed agenda items, as well as non-agenda items during Public Comment.

Chairman Murphy called for public comment.

Mr. Charlie Lapolla spoke regarding living in Trinity, concerns with the paving refund process and difficulties, that he had received his check, and requested information on the Storyland Project going in behind the Generations Church.

Approval of Minutes

1 Pasco Metropolitan Planning Organization (MPO) Board - Meeting Minutes - November 14, 2024
File Number MPO25-0012
Comm. Dist. All
Recommendation No Action Required

Approved the November 14, 2024 Metropolitan Planning Organization meeting minutes with Commissioner Starkey and Commissioner Yeager absent from the vote.

Later in the meeting, Ms. Gorman explained the minutes were not included and that the vote would need to be rescinded.

No further action was taken.

MPO Advisory Committee Reports

2 Pasco Metropolitan Planning Organization (MPO) Advisory Committees Meetings Report - December 4, 2024
File Number MPO25-0013
Comm. Dist. All
Recommendation No Action Required Presentation Only

The item was for information only.

Action Items

3 Pasco MPO FINAL 2050 Long-Range Transportation Plan (LRTP) Adoption
File Number MPO25-0003
Comm. Dist. All
Recommendation Approve

Approved Staff's recommendation and to include the three discussed projects in Cost Feasible Plan with Commissioner Yeager absent from the vote.

Approved to adopt the LRTP as amended with Commissioner Yeager absent from the vote.

GOPASCO

There was none.

Status Reports/Presentations

4 Florida Department of Transportation (FDOT) - Tentative Work Program (TWP) - FY 2026-2030 - Presentation
File Number MPO25-0005
Comm. Dist. All
Recommendation Presentation Only No Action Required

The item was for information only.

5 Florida's Turnpike Enterprise (FTE) Tentative Work Program - FY 2026-2030 - Presentation

File Number MPO25-0006
Comm. Dist. Districts Three, Four and Five
Recommendation No Action Required Presentation Only

The item was for information only.

Other Business - Meetings Held / Scheduled / Items of Note

6 Pasco Metropolitan Planning Organization (MPO) Board - Meeting Reminder - January 9, 2025

File Number MPO25-0014
Comm. Dist. All
Recommendation No Action Required

The item was for information only.

Commissioner Mariano asked for a photo to be displayed. He spoke regarding where DOT used to have toll lanes, the empty space that could be used for parking spots, a suggestion to save traffic down to the airport and back by potentially having a commuter service, and other cities that had similar services.

Approved to ask DOT with the Turnpike Authority and Staff to go look at putting a plan together to try and bring back some sort of proposal.

Discussion was held regarding that it could be a program for all the turnpikes.

Post Meeting Materials

To view post meeting materials, visit www.pascocountyfl.net and navigate to the Agenda and Minutes page.

Adjourn

The meeting adjourned at 9:47 a.m.

Prepared by: Jessica L Popplewell, Records Clerk III, Board Records Division

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0439 **DATE:** 1/20/2026

SUBJECT: Planning Commission (PC) Meeting Minutes – August 22, 2024

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0439 Planning Commission (PC) Meeting Minutes – August 22, 2024

PASCO COUNTY PLANNING COMMISSION
REGULAR MEETING

ANNOTATED AGENDA

AUGUST 22, 2024

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

1:30 P.M.

WEST PASCO GOVERNMENT CENTER, BOARD ROOM, 1ST FLOOR
8731 CITIZENS DRIVE, NEW PORT RICHEY, FL 34654

Members:

Mr. Charles Grey, Chairman
Mr. Jaime Girardi, P.E., Vice-Chairman
Mr. Derek Pontlitz, C.R.P.C **- Absent**
Mr. Jonathan Moody, P.E.
Mr. Christopher Poole, CPG
Mr. Matthew Munz, P.E.

School Board Representative – Mr. Chris Williams

Legal Counsel:

David Goldstein, Chief Assistant County Attorney

Staff:

JP Murphy, Interim Assistant County Administrator, Development Services
David Engel, MCRP, AICP, Director Planning and Economic Growth
Nectarios Pittos, AICP, Director Planning Services
Denise Hernandez, Zoning Administrator
Nick Uhren, P.E., County Engineer

Call To Order

Chairman Grey called the meeting to order at 1:31 p.m.

Moment of Silence

A moment of silence was held.

Pledge of Allegiance

Chairman Grey led the Pledge of Allegiance to the Flag.

Roll Call

Ms. Amanda Dobson, Deputy Clerk, called the roll. All members were present with the exception of Mr. Derek Pontlitz who was absent.

Swearing In

Ms. Dobson swore in those who planned to present testimony.

Proof of Publication

Ms. Dobson noted the proof of publication.

Public Comment

Citizens are given an opportunity to comment on items listed on the Agenda by participating via WebEx during the meeting or attending in person. A WebEx pre-registration process can be found on the Public Comment Options page and must be completed to participate. Citizens may also comment on items listed on the Agenda in person inside the Board Room. Attendees are given an opportunity to comment on listed agenda items, as well as non-agenda items during Public Comment.

Chairman Grey reviewed the procedures to be followed and called for public comment.

There was none.

Consent

Public Hearings

Approved to continue item PC2 to the September 5, 2024 Planning Commission meeting and, sitting as the Local Planning Agency, approved to continue item PC3 to the September 5, 2024 Local Planning Agency meeting.

PC1 Appeal (Withdrawn) - Lowman Links, Inc. - Appeal of the Determination of October 8, 2021 that Tree Farm, Timber Use, and/or Other Agricultural Activities are Not Principal Permitted Uses in the Beacon Woods MPUD/DRI, nor in the R-4 High Density Residential District - Northwest Pasco County -Generally located on the North Side of Hudson Avenue at Morning View Drive

File Number PEG24-0433
Comm. Dist. 5
Recommendation Withdraw

The item was withdrawn.

PC2 Zoning Amendment (Continuance) - 301 East MPUD – 301 East LLC– Rezoning Request from RMH Residential Mobile Home and C-2 General Commercial Zoning District to MPUD Master Planned Unit Development to Allow for the Development of 200 Townhomes and 36,000 Square Feet of Commercial on Approximately 29.01 Acres Located in the East Market Area

File Number PEG24-7764
Comm. Dist. 1
Recommendation Continuance Requested

The item was continued to the September 5, 2024 Planning Commission meeting at 1:30 p.m. in Dade City.

PC3 Comprehensive Plan Amendment (Continuance) – CPAS23(14) 301 East – Providing for a Comprehensive Plan Amendment to the Future Land Use Map (Map 2-15 And Sheet 23) Changing From COM (Commercial) to PD (Planned Development) on Approximately 29.01 Acres of Real Property Located East of US 301 at the Northeast And Southeast Corners of the Intersection of US 301 (Gall Blvd) and Roanoke River Way; and a Text Amendment Creating Subarea Policy FLU 7.1.77 – 301 East; And A Map Amendment to the Future Land Use Map 2-9 Adding Subarea Map 2-9(77) 301 East.

File Number PEG24-0002
Comm. Dist. 1

Recommendation Continuance Requested

The Commission was sitting as the Local Planning Agency.

The item was continued to the September 5, 2024 Local Planning Agency Public Hearing at 1:30 p.m. in Dade City.

PC4 Comprehensive Plan Amendment (Consent) - CPAS24(09) Wrage Parcel – Providing for a Comprehensive Plan Amendment to the Future Land Use Maps (Map 2-15 and Sheet 14) Changing from RES-3 (Residential-3 DU/GA) to RES-1 (Residential-1 DU/GA) on Approximately 41 Acres of Real Property Located 1.5 Miles North of the Intersection of State Road 52 and Bellamy Brothers Boulevard; and An Amendment to Maps 2-13, Rural Areas, and 2-21, Market Area V North Market Area Adding the Subject Parcel; and An Amendment to Maps 2-18, Market Area II South Market Area and 2-22, Urban Service Area and Urban Expansion Area Removing the Subject Parcel.
File Number PEG24-0354
Comm. Dist. 1
Recommendation Approve

The Commission was sitting as the Local Planning Agency.

Approved the item per Staff's recommendation.

PC5 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Section 604 Northeast PC Agenda Pasco Rural Protection Overlay District; Figure 604-1 Northeast Pasco Rural Protection Overlay District Boundary; Figure 604-2 Northeast Pasco Rural Scenic Roadways; Figure 604-4 Limits To Topographic Alterations; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer, Severability; Inclusion Into The Land Development Code, And An Effective Date.
File Number PEG24-0413
Comm. Dist. All
Recommendation Approve

The Commission was sitting as the Local Planning Agency.

Approved the item per Staff's recommendation.

Walk-Ons

There were none.

Adjourn

Approved to adjourn the meeting.

The meeting adjourned at 2:01 p.m.

Prepared by: Amanda Dobson, Records Clerk I, Board Records Division

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0440 **DATE:** 1/20/2026

SUBJECT: Planning Commission (PC) Meeting Minutes – September 19, 2024

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0440 Planning Commission (PC) Meeting Minutes – September 19, 2024

PASCO COUNTY PLANNING COMMISSION
REGULAR MEETING

ANNOTATED MINUTES

SEPTEMBER 19, 2024

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

1:30 P.M.

WEST PASCO GOVERNMENT CENTER, BOARD ROOM, 1ST FLOOR
8731 CITIZENS DRIVE, NEW PORT RICHEY, FL 34654

Members:

Mr. Charles Grey, Chairman
Mr. Jaime Girardi, P.E., Vice-Chairman
Mr. Derek Pontlitz, C.R.P.C
Mr. Jonathan Moody, P.E.
Mr. Christopher Poole, CPG - **Absent**
Mr. Matthew Munz, P.E.

School Board Representative – Mr. Chris Williams
Rep, by Mr. Richard Tonello

Legal Counsel:

David Goldstein, Chief Assistant County Attorney
Rep, by: Ms. Elizabeth Blair, Senior Assistant County Attorney

Staff:

JP Murphy, Interim Assistant County Administrator, Development Services
David Engel, MCRP, AICP, Director Planning, Development and Economic Growth
Nectarios Pittos, AICP, Director Planning Services
Patrick Dutter, AICP, Assistant Director Planning Services
Denise Hernandez, Zoning Administrator
Nick Uhren, P.E., County Engineer

Call To Order

Chairman Grey called the meeting to order at 1:36 p.m.

Moment of Silence

A moment of silence was held.

Pledge of Allegiance

Chairman Grey led the Pledge of Allegiance to the Flag.

Roll Call

Ms. Amanda Dobson, Deputy Clerk, called the roll. All members were present with the exception of Mr. Poole who was absent. Mr. Williams was represented by Mr. Tonello.

Swearing In

Ms. Dobson swore in those who wished to present testimony.

Proof of Publication

Ms. Dobson noted the Proof of Publication.

Public Comment

Citizens are given an opportunity to comment on items listed on the Agenda by participating via WebEx during the meeting or attending in person. A WebEx pre-registration process can be found on the Public Comment Options page and must be completed to participate. Citizens may also comment on items listed on the Agenda in person inside the Board Room. Attendees are given an opportunity to comment on listed agenda items, as well as non-agenda items during Public Comment.

Chairman Grey reviewed the procedures to be followed and called for public comment.

There was none.

Consent

Public Hearings

MR. PONTLITZ MOVED approval to continue items PC2, PC3, PC4, PC6 and, sitting as the Local Planning Agency, the Commission approved PC12 to their respective dates; **MR. MOODY SECONDED.**

Chairman Grey called on the motion; the vote was unanimous, and the motion carried.

MR. GIRARDI MOVED approval of the Public Hearing Consent Agenda which included Agenda item PC7, and sitting as the Local Planning Agency, the Commission approved PC10; **MR. MOODY SECONDED.**

Chairman Grey called on the motion; the vote was unanimous, and the motion carried.

PC1 Comprehensive Plan Amendment (Withdraw) – CPA24(01) Hudson Industrial Park – Providing for a Comprehensive Plan Amendment to the Future Land Use Maps (2-15 and Sheet 04) Changing from RES-3 (Residential-3 Du/Ga), RES-9 (Residential-9 Du/Ga), and P/SP (Public/Semipublic) To IL (Industrial-Light) and IH (Industrial-Heavy) on Approximately 190.26 Acres of Real Property Located at the Southeast Corner of the Intersection of Hicks Road and Bolton Avenue; and a Map Amendment to the Transportation Corridor Preservation Map 7-35, and to the Highway Vision Plan and Functional Class Map 7-36 adding Bolton Avenue as a County Collector. Additionally, a Text Amendment to Chapter 7, Transportation Element, Table 7-2, Corridor Preservation Table.

File Number PDE24-0440
Comm. Dist. 5
Recommendation Withdraw

Ms. Hernandez read the item into the record.

The item was withdrawn.

PC2 Zoning Amendment (Continuance) – Dejan and Gordana Vujinovic – Change in Zoning from an A-R Agricultural-Residential District with Conditions to an A-R Agricultural-Residential District – Northwest Pasco County – On the Northwest Corner of Seabiscuit Lane and Giddyup Lane – Containing Approximately 5.07 Acres

File Number PDE24-7783
Comm. Dist. 5
Recommendation Continuance Requested

Ms. Hernandez read the item into the record.

The applicant was present.

There was no public comment.

The item was continued to the October 17, 2024 Planning Commission meeting at 1:30 p.m. in New Port Richey.

PC3 Zoning Amendment (Continuance) – HCM Hospitality LLC – Change in Zoning from a C-2 General Commercial District and MF-1 Multiple-Family Medium Density District to an MF-1 Multiple-Family Medium Density District – West Central Pasco County – East Side of US Highway 19, Approximately 950 Feet South of State Road 52– Containing Approximately 4.44 Acres

File Number PDE24-7818
Comm. Dist. 1
Recommendation Continuance Requested

Ms. Hernandez read the item into the record.

The applicant was present.

There was no public comment.

The item was continued to the October 17, 2024 Planning Commission meeting at 1:30 p.m. in New Port Richey.

PC4 Zoning Amendment (Continuance) – Siddiqui Rafat Ali – Change in Zoning from a C-1 Neighborhood Commercial District to a C-2 General Commercial District – South Central Pasco County – Southwest Corner of the Intersection of Black Lake Road and Geneva Drive – Containing Approximately 0.57 Acre
File Number PDE24-7779
Comm. Dist. 3
Recommendation Continuance Requested

Ms. Hernandez read the item into the record.

The applicant was present.

There was no public comment.

The item was continued to the October 17, 2024 Planning Commission meeting at 1:30 p.m. in New Port Richey.

PC5 Special Exception (Consent) – Lake Thomas Plaza LLC – Special Exception for a Self-Storage Facility in a C-1 Neighborhood Commercial District – South Central Pasco County – West Side of Land O' Lakes Boulevard, Approximately 185 Feet South of Darter Road – Containing Approximately 2.1887 Acres
File Number PDE24-7819
Comm. Dist. 4
Recommendation Approval with Conditions

The item was pulled from the Public Hearing Consent Agenda.

Ms. Hernandez noted ex parte forms from Mr. Moody and Mr. Girardi and that they would be provided to the Clerk's office.

Mr. Liam Devine, Planner II, used a PowerPoint presentation to review the item and spoke regarding the revision to the memo in condition number six, that the Commission and the Clerk were sent the revisions, and what the revisions were.

Mr. Clarke Hobby, Hobby & Hobby PA, spoke with maps displayed regarding the subject properties location and zoning, the request to build a self-storage facility, an overview of site benefits for neighbors, the distance of residences from the site, that the site they had was just the frontage parcel, that the rear of the parcel was zoned for office, the intention to develop as office, The Preserve community to the south, adequate buffering, the requirement of a Type B buffer on the south, that a Type B

buffer was already along the northside, neighborhood drainage concerns, and that he would be happy for neighbors to meet with him and the engineer to discuss issues.

Ms. Katrina Madewell spoke regarding her property to the south, that the property was zoned residential, when she received notification from the attorney, flooding concerns, the height of the building, confusion on what a Type B buffer was, and that she had not had the chance to speak to counsel on how it would affect her or the value of her property.

Chairman Grey spoke regarding that Mr. Hobby was making note of her questions, that he would try to answer them once everyone finished speaking, and more discussions could be had after the meeting.

Ms. Debbie Gunnlaugsson spoke regarding the location of her home, the assurance to the community about flooding and standing water, the engineer's plans dealing with flooding, pre-and post-Hurricane Debby flooding on her property, her fear of losing her foundation and for the other homes along Marsh Hawk, and her request for assurance that the flooding would not get worse with the storage unit being built.

Discussion was held with maps displayed regarding the engineers on the Board; footage of the water; Mr. Gunnlaugsson's property in relation to the lake; and concerns regarding a neighbor's property that backed up to the Barkley Lake.

Ms. Deborah L. Gillis spoke with maps displayed regarding the history of her residency, the amount of storage units on Land O' Lakes Boulevard, that the Board was putting businesses in place to support condos and apartments, that Land O Lakes was full of lakes and marsh land, that Lake Barkley was a natural, spring fed lake, that the storage unit would own all of the lake, run off and flooding concerns regarding the nearby lakes, her seawall installation, property value concerns, fill concerns, and that Ms. Madewell's husband had been working to maintain the front drainage.

Ms. Gina Finocchiaro spoke regarding her business running an animal sanctuary, the amount of storage units and car washes, and whether those businesses were the cheapest for developers to build or bring in business.

Discussion was held regarding what could be built under proper zoning laws; the task of the Planning Commission; that owners of a property could not be denied; an eyesore to the community; and flooding.

Mr. Hobby spoke regarding speaking with the neighbors, updates with an engineer on a project to the north, discussions with the project's engineer, that there would be no import of fill, the transitional view towards the storage facility, the height of the storage facility, that the drainage would be addressed during the site plan period, the site flooding history, that they would follow County and SWFWMD criteria in regards to stormwater, that they would follow the Board's Special Standards for storage facilities,

the special exception within the zoning district, that the neighbor to the south had received the notice, the Type B buffering condition, and that the neighbor would receive the landscape benefit.

Discussion followed regarding the requirements for not flooding someone's property; a meeting with the neighborhood and the engineer in regards to concerns; the extreme and unusual amount of rain; drainage canal clogs and backups; that the amount of rain received was beyond designed stormwater systems; an overview of stormwater discharge during property development; that ponds were designed to operate at the average wet season high water table elevation; the effects of a tropical storm and a higher than average wet season; why all stormwater systems were not designed for extreme amounts of rain over the average amount; clarification on the address and notification of Ms. Madewell; and the inclusion of the condition.

Mr. Brad Tippin, Development Review Director, spoke regarding the landscaping condition, the request to confirm with the property owner that she would be okay with the condition, and maintenance concerns.

Ms. Madewell spoke with maps displayed regarding her first time seeing the item, the residential properties, the distance from the edge of the house to the property line, her history in the County, the request to consult with an attorney for clarity on impacts for herself and her property value before approval, and the understanding that building would be happening on the property.

Discussion followed with documents displayed regarding the location of her property; the rehabbing of the home; the flooding and maintenance of the property; the clarification that the mailing address had been moved to another property; when Ms. Madewell received the notice; that the notice had been forwarded; the timeframe to retain an attorney; the width of a Type B buffer; the preference for the fence to be towards residents; the concern of landscaping crews being in the property's owners yard for maintenance; the potential need to move the driveway; property access concerns; if Ms. Madewell was amenable to the reversed Type B buffer; the need to understand what was being built; if an answer could be delayed regarding the buffering; that Ms. Madewell said she'd rather had the foliage on her side of the fence; the willingness to increase the Type B footage; the goal to keep improvements further away from Ms. Madewell's site; to strike the previously asked motion; to meet with Ms. Madewell for the buffering preference and she could bring anyone she wanted to the meeting; that a continuance was not needed; and that it was a site plan issue.

Ms. Hernandez spoke regarding the additional ex parte of Mr. Pontlitz with the others previously mentioned for the item.

MR. MOODY MOVED approval of the item per Staff's recommendation; **MR. GIRARDI SECONDED**.

Mr. Girardi spoke regarding the understanding of concerns, that C1 zoned property could get developed without any offerings, the additional provisions within the Code, the agreeance to meet prior to the site plan, and that it was good that they were willing to work with the residents and that concerns would be addressed.

Chairman Grey called on the motion; the vote was unanimous, and the motion carried.

PC6 Zoning Amendment (Consent) – 52 Realty LLC/SR 52 Realty – Change in Zoning from an A-R Agricultural-Residential District to A-R Agricultural-Residential District, PO-2 Professional Office, and C-2 General Commercial District – West Central Pasco County – South Side of State Road 52, Approximately 1/2 Mile West of Land O Lakes Boulevard – Containing Approximately 8.84 Acres

File Number PDE24-7810
Comm. Dist. 4
Recommendation Approve

Ms. Hernandez read the item into the record and noted the request to continue the item.

The applicant was present.

There was no public comment.

The item was continued to the October 17, 2024 Planning Commission meeting at 1:30 p.m. in New Port Richey.

PC7 Zoning Amendment (Consent) – Anodyne 54 LLC – Change in Zoning from a C-1 Neighborhood Commercial District to a C-2 General Commercial District – Southeast Pasco County – Northwest Corner of the Intersection of State Road 54 and Point Cypress Boulevard – Containing Approximately 1.31 Acres

File Number PDE24-7817
Comm. Dist. 2
Recommendation Approve

Ms. Hernandez read the item into the record and noted the voluntarily agreed upon deed restriction.

The applicant was present.

There was no public comment.

The item was approved as part of the Public Hearing Consent Agenda.

PC8 Zoning Amendment (Consent) – Northridge MPUD Master Planned Unit Development – Northridge 829, LLC - A Substantial Modification to Increase the Residential Density from 700 Units to 770 Units (Detached and Villas) on Approximately 178.15 Acres - Located South of and Abutting County Line Road North, 1.25 Miles Northwest of the Suncoast Parkway.

File Number PDE24-7795
Comm. Dist. 5
Recommendation Approval with Conditions

The item was pulled from the Public Hearing Consent Agenda.

Mr. William Vermillion, Senior Planner, used a PowerPoint presentation to review the item and spoke regarding the RES-1 on the Future Land Use map was now a PD FLU.

Ms. Barbara Wilhite, representative for the applicant, spoke regarding the project back in 2022, Commissioner Mariano's request for 60,000 square feet of commercial, the agreeance to the changes and a traffic study to justify the project, that Hernando County terminated the sewer interlocal and would not provide sewer to the area, the worked out Utilities Services Agreement between the developer and the County, an overview of the utilities project, the concern of not providing density in the area, the approved traffic analysis, doing the process the right way, that the County was providing central water and sewer to its side of the County, Hernando's growth, and that our side of Pasco was blighting until this agreement.

Mr. Ken Rakowski spoke regarding the previous meeting on the development, an overview of the development, the concern that County Line Road had not received funding to make it a four lane road, the FDOT studies and recommendation, issues with the west exit where there was a fatal traffic incident, concerns that it was on an ecological protection unit, that his property and neighboring properties had no drainage issues, an overview of the drainage of the area, potential drainage issues with the project, the concern of fertilizer and insecticides with everyone being on a well, an overview of the traffic problems, and the extra homes.

Ms. Wilhite spoke regarding the County's success in an Interlocal Agreement for County Line Road North, the ecological planning unit, drainage in the development review process, and the study for the units.

Mr. Michael Raysor, Raysor Transportation Consulting, spoke regarding the traffic study and the timing and phasing analysis approved by Staff, the amount of traffic on County Line Road, an overview of the traffic study, the difficulty to turn on County Line Road, and the addition of a traffic signal.

Mr. Pontlitz asked whether there were updates on the County Line widening project and that he had heard it was moving forward but had not heard the details.

MR. GIRARDI MOVED approval of the item per Staff's recommendation; **MR. MOODY SECONDED**.

Chairman Grey called on the motion; the vote was unanimous, and the motion carried.

PC9 Zoning Amendment (Consent) – Suncoast Lakes MPUD Master Planned Unit Development – Pasco County Planning Services Division – A Modification to the Previously Approved Master Plan and Conditions of Approval to Reflect and Memorialize Subsequent Revisions Thereto on Approximately 483.5 Acres in the South and Central Market Areas
File Number PDE24-7826
Comm. Dist. 4
Recommendation Approval with Conditions

The item was pulled from the Public Hearing Consent Agenda.

Ms. Tammy Synder, Principal Planner, used a PowerPoint presentation to review the item and spoke regarding the substantial modification to the MPUD in 2009, a submitted modification in 2014 that never went anywhere, that a non-substantial modification appeared to build off of the 2014 non-approved submission, the continuous modifications, that the goal was to clean up the MPUD, that there were site plans that were approved and under review based on the proposed plan, that the Agenda packet explained the changes to the MPUD, that the existing platted residential and commercial were there and nothing was happening to them, and the goal to clean up the vacant spaces for developers.

MR. GIRARDI MOVED approval to receive and file documents submitted by Mr. Paul Bybee; **MR. MOODY SECONDED**.

Chairman Grey called on the motion; the vote was unanimous, and the motion carried.

Mr. Paul Bybee spoke with documents handed out regarding the added hotels, the changes on the map, his property, the hotel that was previously slated as office, the natural bowl in the road that collected water, exit issues during a storm, his flooded well pump, the spring fed creek, flooding issues, the U-Haul drainage and it's effects on the neighborhood, that the increase of flooding in the County was in older neighborhoods, a concern of where water would go with more building, what kind of hotel could be built, the current car wash and noise issues, retention ponds, that a natural lake was pumped out and moved, and that they were running out of room.

Ms. Hernandez spoke during the discussion.

Discussion was held with documents displayed regarding the changes from 2009; the footprint concern of the larger complexes; the U-Haul retention ponds; concerns on where stuff would fit; concerns with stormwater objection due to change of use; C1 or C2 District Standards for a developed hotel or commercial; compatibility; traffic issues; that stormwater was put in place in Parcels 2, 3, and 4; the flooding issues with the triangular retention pond; the private road; the culvert that went beneath the road to transfer water; the location of Mr. Bybee's property and that most was conservation land; property access; that the hotel would not effect drainage; wetland buffering; the walkability and distance to the hotel; the created overflow ditch; the view of seeing a U-Haul building and hotel from the backyard; that no one wanted to build a home on 52, but eventually commercial would be built; the wish for one-story offices; that the party affiliated was present; and the clarification on the hotel entitlement.

Ms. Hernandez noted that this was a Staff initiated item.

Mr. George Nicholas, Applicant, spoke regarding the traffic signal at Silver Palm and 52 and the ability to turn in and out of the property.

MR. MOODY MOVED approval of the item per Staff's recommendation; **MR. PONTLITZ SECONDED**.

Chairman Grey called on the motion; the vote was unanimous, and the motion carried.

PC10 Comprehensive Plan Amendment (Consent) – CPAS23(24) Diagonal Road Business Park – Providing for a Small-Scale Comprehensive Plan Amendment to the Future Land Use Map (Map 2-15 and Sheet 03) Changing from ROR (Retail/Office/Residential) to IL (Industrial-Light) on Approximately 16.84 Acres of Real Property Located at the Southeast Corner of the Intersection of Diagonal Road and New York Avenue.

File Number PDE24-0179
Comm. Dist. 5
Recommendation Approve

The Commission was sitting as the Local Planning Agency.

Ms. Hernandez read the item into the record. She noted an ex parte communication with Mr. Moody and that it would be sent to the Clerk's office.

The applicant was present.

There was no public comment.

The item was approved as part of the Public Hearing Consent Agenda.

PC11 Comprehensive Plan Amendment (Consent) - CPAS24(06) Massachusetts Commercial – Providing for a Comprehensive Plan Amendment to the Future Land Use Maps (2-15 and Sheet 18) Changing from RES-12 (Residential-12 DU/GA) to COM (Commercial) on Approximately 3.05 Acres of Real Property Located South of Massachusetts Avenue Approximately 1,300 Feet West of the Intersection of Massachusetts Avenue and Rowan Road: and Providing for Additional Text Amendments as Necessary for Internal Consistency; Providing for a Repealer, Severability, and an Effective Date.

File Number PDE24-0340
Comm. Dist. 4
Recommendation Approve

The Commission was sitting as the Local Planning Agency.

Ms. Hernandez read the item into the record. She noted an issue with the call out box within the issued attachment, that the correction had been presented to the Clerk's office, that a conflict-of-interest form had been submitted by Mr. Moody, and that the form would be presented to the Clerk's office.

The applicant was present.

There was no public comment.

SITTING AS THE LOCAL PLANNING AGENCY MR. PONTLITZ MOVED approval of Staff's recommendation; **MR. MUNZ SECONDED.**

Chairman Grey called on the motion; the vote was unanimous, and the motion carried with Mr. Moody abstaining due to a conflict of interest.

PC12 Comprehensive Plan Amendment (Consent) - CPAS24(07) Little Road Commercial - Providing for a Comprehensive Plan Amendment to the Future Land Use Maps (2-15 and Sheet 10) Changing from RES-1 (Residential-1 DU/GA) to COM (Commercial) on Approximately 3.02 Acres of Real Property Located at the Northeast Corner of the Intersection of Jasmine Blvd and Little Road.

File Number PDE24-0387
Comm. Dist. 4
Recommendation Approve

The Commission was sitting as the Local Planning Agency.

Ms. Hernandez read the item into the record and noted the continuance request due to a noticing issue.

The applicant was present.

There was no public comment.

The item was continued to the October 17, 2024 Planning Commission meeting at 1:30 p.m. in New Port Richey.

PC13 An Ordinance By The Pasco County Board Of County Commissioners An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Section 204.1.A Planning Commission; Section 304.2.D Public Notice; Section 305.2.B Neighborhood Meeting Coordination And Notice; Section 307 Continuance Procedures; Section 310 Performance Security; Section 311 Defect Security; Section 403.5 Construction Plans; Section 406.1.6.B.1 And 3 Temporary Signs; Section 406.1.9.A Additional Standards For Permanent Signs In Residential Districts; Section 406.1.10.B, C, And E Additional Standards For Signs In Nonresidential Districts, Ground Signs, Wall Signs, And Regulations For Marquee, Canopy, And Awning Signs; Section 1003.1 Gates, Fences, And Walls, General Requirements; Section 1003.4 Gates, Fences, And Walls, Non-Residential Requirements; Section 1203.4 Nonconforming Signs; Section 1302.1.D Uniform Procedures And Provisions, Reduction Of Mobility Fees And Waivers Of School Impact Fees; Appendix A Definitions; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PDE24-0442
Comm. Dist. All
Recommendation Other

The Commission was sitting as the Local Planning Agency.

Ms. Hernandez used a PowerPoint presentation to review the item and spoke regarding the posted signs similar to Hillsborough County, the effective date for Section 304.2.D, that similar signs would be used for neighborhood meeting notices, the Saddlebrook MPUD conversations, examples of the clarified language in Sections 310 and 311, and the change to the nonconformities code and that it was given to the Commission and the Clerk’s office.

Discussion followed regarding Section 1302.1.A. language issue.

Ms. Macaire King, Associate for Icard Merrill and representative of Benderson 81 Trust and 95 FLRPT LLC, spoke regarding the support for the proposed amendment to LDC section 1203.4. She thanked Staff and the County Attorney's Office for their work and for working with her and spoke regarding that the amendments protected the rights of property owners, specifically for multi-occupancy parcels, and requested to vote in approval for the amendments.

MR. PONTLITZ MOVED approval of the item per Staff's recommendation with the noted corrections by Mr. Tonello regarding section 1302.1.A; **MR. MUNZ SECONDED**.

Chairman Grey called on the motion; the vote was unanimous, and the motion carried.

Walk-Ons

There was none.

Adjourn

Ms. Hernandez spoke regarding the approved public hearing schedule for 2025, that it had been too late to add it to CivicClerk, and that she would send out the schedule to the Planning Commission members.

MR. PONTLITZ MOVED to adjourn; **MR. MUNZ SECONDED.**

Chairman Grey called on the motion; the vote was unanimous, and the motion carried.

The meeting adjourned at 3:14 p.m.

PLANNING COMMISSION
REGULAR MEETING
SEPTEMBER 19, 2024

Office of Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

Prepared by: _____
Amanda Dobson, Records Clerk I
Board Records Division

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0441 **DATE:** 1/20/2026

SUBJECT: Pasco County Construction Board (PCCB) Meeting Minutes – June 13, 2024

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. NI26-0441 Pasco County Construction Board (PCCB) Meeting Minutes – June 13, 2024

PASCO COUNTY CONSTRUCTION BOARD
REGULAR MEETING

ANNOTATED MINUTES

JUNE 13, 2024

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

9:30 A.M.

HISTORIC PASCO COUNTY COURTHOUSE, BOARD ROOM, 2ND FLOOR
37918 MERIDIAN AVENUE, DADE CITY, FL 33525

Members

George Maniates, Chairman
Woody Tucker, Jr.
Victor Geiger
Bob Nixon
Carmen Chucrala
Douglas Traub

Advisory Staff

James Friedrichs
Deputy Building Official
(County Rep. /Building Official Designee)
Thuyvy Connelly
Board Secretary

Legal Counsel

Samuel Boundy
Assistant County Attorney

A. Call to Order

Chairman Maniates called the meeting to order at 9:30 a.m.

1. Pledge of Allegiance

Chairman Maniates led the Pledge of Allegiance to the Flag.

2. Invocation

Ms. Meaghan Legnini, Deputy Clerk, gave the Invocation.

3. Administration of Oath (All Hearing Participants)

Ms. Legnini swore in all those who planned to present testimony.

4. Roll Call

Ms. Legnini called the roll. All members were present.

Public Comment

The Public will be given the opportunity to comment on any proposition appearing in Sections B, C, and J below which are not quasi-judicial. Items appearing in Sections D, E, F, G, H and I are considered as quasi-judicial and are not considered as public hearings. In quasi-judicial cases, only parties and witnesses of parties may participate unless allowed by the Pasco County Construction Board.

Mr. Boundy reviewed the Public Comment procedures and called for public comment.

There was none.

B. Organizational/Other General Business

1. Staff's Comments

There was none.

2. Building Official's Comments

There was none.

3. County Attorney's Comments

Mr. Boundy noted that the new Board member, Mr. Scott Bright, had been appointed and would start in August and that the contractor discipline overview would be presented later in the meeting.

Later in the meeting, Mr. Boundy reviewed contractor discipline using a PowerPoint presentation and spoke regarding homeowners and permits, the legislation and local licenses, a discipline guideline, appeals to the Circuit Court, and the suspension of permitting privileges.

Mr. Friedrichs and Ms. Jessica Rodriguez, Assistant County Attorney, spoke during the discussion.

Discussion followed regarding extended amendment deadlines; local licenses; the required specialty inspections and permits; consumer protection; state and local license benefits; the administrative complaint process; the consequences of disciplinable offenses of a contractor; unlicensed contractor discipline; a discipline guideline; the process of fines for homeowners and contractors for violations; unlicensed cases; homeowner responsibility for violations; realtor education on home permits; flipped homes; the reason to suspend permitting privileges; the statutory limitation on permits; the serious reasoning and effects of suspending permitting privileges; the timeframe to cure violations; and to look at cases circumstantially.

C. Minutes

Minutes to be approved from February 13, 2024 and April 10, 2024 Board Meeting.

The Board approved the February 13, 2024 and April 10, 2024 PCCB meeting minutes.

D. New Cases

Ms. Jessica Rodriguez, Assistant County Attorney, spoke regarding updates on case 1 of the Agenda and requested that the case be withdrawn.

Mr. Boundy reviewed the withdrawal procedures and confirmed with Mr. Friedrichs that cases 1 and 2 would be withdrawn.

Mr. Boundy went over the waiver procedures and read cases 3, 6, 7, and 8 into the record and noted they signed waivers and requested they be moved to Section E on the Agenda.

The Board approved to move cases 3, 6, 7, and 8 to Section E of the Agenda.

Mr. Boundy asked if there were any cases that the Building Official was asking to continue at this time.

Mr. Friedrichs stated no.

Mr. Boundy asked Ms. Connelly if all the new cases remaining before the Board had good service via certified mail and were posted in the Government Center.

Ms. Connelly stated yes.

Mr. Boundy requested there be a motion for anyone who was properly noticed but not present to be heard in absentia.

The Board approved to hear cases 4 and 5 in absentia.

1. BV22-00181 CHRISTIN & JORGE R MUNOZ

The case was withdrawn.

2. AC24-00001 QUALITY DOCKS, LLC c/o ALEXEI A SIDORENKO

The case was withdrawn.

3. BV24-00004 KROMOLICKI JEFFERY & SANDRA

A waiver of appearance was completed by the property owner prior to the meeting.

4. BV24-00006 PROGRESS RESIDENTIAL BORROWER 3 LLC

The Board approved to hear cases 4 and 5 in absentia.

Mr. Rocco Dottoli, Field Inspector II, read the case into the record, reviewed the violations, and responded to questions asked by the County Attorney while photographs were displayed.

Ms. Jessica Rodriguez, Assistant County Attorney, spoke during the discussion.

Discussion was held regarding the air handler and condenser change; that there was not proper wiring; that the tenant was in the process of moving; the legality of the drain lines; the explanation of permits in a Minimum Housing Standard violation; whether it

was an alteration to the plumbing system; that a permit would not be required for the drain; and that violations could be separated.

Mr. Friedrichs spoke regarding work exempted from a permit, that repairs would require a permit, the Minimum Housing Standard, that repairs happen all of the time, and only specific repairs were exempt from permitting.

Discussion followed regarding the intent of the Minimum Housing Standard; minor repairs; a list of items that would not require permits; Mr. Anthony Mastracchio's, Building Official, policy; the alterations to the plumbing system; the timeframe of pulling the permit; clarification on one permit for Minimum Housing; the timeline for a homeowner to pull a permit; store sold parts and permits; the real estate and homeowner consequences; that the home was currently for sale; the importance of safety and health; and the flexible pipe concern.

The Board approved to find the respondent guilty on violations A and C and order the respondent to cure the violations before January 1, 2025 or face a $250 per day penalty.

The Board approved to find the respondent not guilty on violation B.

5. BV24-00002 DEL TORO ALEJANDRO & IRENE

The Board approved to hear cases 4 and 5 in absentia.

Mr. Scott Steinhart, Field Inspector III, read the case into the record, reviewed the violations, and responded to questions asked by the County Attorney while photographs were displayed.

The Board approved to find the respondent guilty on all violations and order the respondent to cure the violations before January 1, 2025 or face a $250 per day penalty.

6. BV24-00011 BRIJE LLC c/o ADAM PEREZ

A waiver of appearance was completed by the property owner prior to the meeting.

7. BV24-00012 NOVAK MONICA APRIL

A waiver of appearance was completed by the property owner prior to the meeting.

8. BV24-00015 BURKE CRAIG & DEBRA

A waiver of appearance was completed by the property owner prior to the meeting.

E. Waiver of Appearance/Agreements for Entry of Orders by Board

Earlier in the meeting, the Board approved to move cases 3, 6, 7, and 8 to Section E on the Agenda.

Mr. Boundy requested there be a motion for all of the cases that were moved to Section E of the Agenda that approved and authorized the Chairman to sign orders ordering compliance on those cases by January 1, 2025, or face a penalty of $150.00 per day.

The Board approved to find the respondents guilty on all violations and order the respondent to cure the violations before January 1, 2025, or face a $150.00 per day penalty.

F. Request for Extension of Time

Mr. Boundy noted the extensions were retroactive.

Mr. Boundy noted that cases 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20 had requested an extension to January 1, 2025 and with Board approval the Building Official had agreed to their request.

Ms. Connelly spoke during the discussion.

Discussion followed regarding that the cases were approved for extension; culminating fines; a formal process for reasonable requests; and the need for code compliance.

The Board approved the requested extension of time to January 1, 2025, for all cases in Section F or face a $150.00 per day penalty.

9. BV20-00195 ANTONIO ARIEL & TOLENTINO PATRICIA MARIE A

10. BV20-00233 MEILLAUD NATHALIE

11. BV21-00076 BENJAMIN MCGUIRE AND LYDIA SHRINER

12. BV22-00006 HD MANAGEMENT FLORIDA LLC

13. BV22-00007 HD MANAGEMENT FLORIDA LLC

14. **BV22-00008 HD MANAGEMENT FLORIDA LLC**

15. **BV22-00065 JEHAN AZAR**

16. **BV22-00201 DIXON LARRY & DIXON GARY**

17. **BV22-00209 FRESH START LEASING CORP c/o MATTHEW CORTES**

18. **BV22-00304 HEBLINGER-FERNANDEZ ANGELA & TYLENE ANN**

19. **BV23-00066 KENNEDY, BRIAN FLORIDA WEST COAST INC DBA CULLIGAN WATER CONDITIONING**

20. **BV23-00070 IN GOD WE TRUST INVESTMENT PROPERTIES LLC**

G. Requests for Reduction/Waiver of Fine

There were none.

H. Orders To Be Satisfied

Mr. Boundy noted that cases 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, and 31 had prior orders of compliance but since that time, the Building Official had determined that the individuals had satisfied those orders.

The Board approved to authorize the Chairman to sign a satisfaction of Board Order.

21. **VIO-021868 THOMAS BUYEA**

22. **BV20-00231 HARDY MARY JOYCE**

23. **BV21-00191 SOTOLOGO JOEL**

24. **BV21-00238 ANSELL ROY J**

25. **BV21-00247 STUISO MICHAEL J & JOY A**

26. **BV21-00270 A1 INVESTMENT GROUP LLC**

27. **BV22-00014 BRANSCOMB JOHN**

28. **BV22-00155 SILVEIRA FIDELINA MARTINEZ**

29. BV22-00322 SOMAC CONSTRUCTION LLC

30. BV22-00265 CONDE PEDRO & VERONICA

31. BV23-00032 AVANT CHERYL LYNN

I. Items To Be Ratified

Mr. Boundy spoke regarding the events at the April 10th meeting and that there was no quorum present and noted that Chairman Maniates signed the orders but that the orders would require full Board ratification.

Mr. Boundy noted the Section I Orders of Satisfaction cases 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, and 46, the Extension of Time cases 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, and 67, and the requested Hearing Waiver cases 68, 69, and 70 were signed by the Chairman at the April 10th meeting and requested a motion to ratify the previously signed orders to grant full ratification.

Ms. Jessica Rodriguez, Assistant County Attorney, spoke during the discussion.

Discussion followed regarding the formality of the process and legal ramifications.

The Board approved the previously signed orders in Section I.

Satisfaction Of Board Orders

32. BV21-00160 BAJAKTARY ERINA

33. BV18-00178 DOLORES PERLMAN

34. BV18-00241 MILLER DENNIS

35. BV20-00107 DEVITO, ANTHONY JAMES

36. BV21-00134 BURIA BONITA

37. BV21-00167 GARRISON STEPHEN & DEBRA ANN

38. BV21-00267 MARGETKO GERALDINE & MARGETKO WILLIAM JR

39. BV22-00203 WOLFE DORALBA

40. **BV22-00232 FULCHER DAVID E & HAWKRIDGE LETICIA R**

41. **BV22-00307 NISTAD JON & NISTAD JAY**

42. **BV23-00027 SLEEMAN CHARLES B III**

43. **BV23-00029 HILL DANNY M**

44. **BV23-00030 CAPUTO MONIQUE M & SCALA JOELLE**

45. **BV23-00046 LYNCH DELORIS A**

46. **BV23-00053 RESICAP FLORIDA OWNER II LLC c/o RON HOYL**

Extension Request Board Orders

47. **BV21-00034 SERAFIN LUKASZ & SHARMILA**

48. **BV21-00123 HARRIS RANDI CHANTELL E & HARRIS CRYSTAL P**

49. **BV21-00145 FISHER ALLEN M**

50. **BV21-00146 HARRISON JOHN FRANKLIN**

51. **BV21-00151 BERTRAM GERTRAUD**

52. **BV21-00163 DOWNING, JEFFREY D & DONNA M**

53. **BV21-00169 CASTILLO WILLIAM & MOBLEY ASHLEY R**

54. **BV21-00187 COLLINS GROUP LLC THE**

55. **BV21-00196 LESSARD ROBIN & DANA**

56. **BV21-00208 DUNN THOMAS & DIANNE**

57. **BV21-00238 ANSELL ROY J**

58. **BV22-00021 WELLS ARNOLD**

59. **BV22-00089 ESERVICES911 c/o ROSE GARCIA**

60. **BV22-00104 FLORIDIA HOME EXCHANGE LLC c/o AUGUSTIN**

61. BV22-00222 HANSON MICHELLE WARDER

62. BV22-00240 WOLFE ANNA M

63. BV22-00262 HUTCHINS DOUGLAS & LORRIE

64. BV22-00280 NATIONAL CRANE SERVICES GROUP LLC c/o DONALD O'ROURKE

65. BV23-00006 KINNEY SETH

66. BV23-00016 CROMPTON LINDA LEE

67. BV23-00026 ALVAREZ HOMAR ZARAZUA & SANCHEZ ALMA D VALDEZ

PCCB HEARING WAIVERS

68. BV24-00008 RAU JAMES K & DONNA

69. BV24-00009 DELISE ROSARIO COLON YENISE

70. BV24-00010 STEVE & LORIE BUTLER

J. Adjournment

Chairman Maniates spoke regarding the effort and the efficiency of the process and thanked everyone.

Ms. Jessica Rodriguez, Assistant County Attorney, spoke during the discussion.

Discussion followed regarding that the next meeting would be held on Wednesday, August 14th in New Port Richey; that Board Members from 2023 needed to fill out Form 1 by July 1, 2025; requirements for elected officials; notifications for Form 1; fines due to missing the deadline; and the resigning of elected officials.

The Board approved to adjourn.

The meeting adjourned at 11:06 a.m.

PASCO COUNTY CONSTRUCTION BOARD
REGULAR MEETING
JUNE 13, 2024

COUNTY COMMISSIONERS ORGANIZED JUNE 2nd 1887 PASCO COUNTY FLORIDA

Office of Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

Prepared by:
Amanda Dobson, Records Clerk I
Board Records Division

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0442 **DATE:** 1/20/2026

SUBJECT: Consolidated Justice Information System Advisory Board (CJIS) Meeting Minutes – October 25, 2024

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. NI26-0442 Consolidated Justice Information System Advisory Board (CJIS) Meeting Minutes – October 25, 2024

PASCO CONSOLIDATED JUSTICE INFORMATION SYSTEM

ANNOTATED MINUTES

OCTOBER 25, 2024

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

10:00 A.M.

WEST PASCO GOVERNMENT CENTER, BOARD ROOM, 1ST FLOOR
8731 CITIZENS DRIVE, NEW PORT RICHEY, FL 34654

Board Members:

Hon. Judge Shawn Crane
Chief Judge

Hon. Nikki Alvarez-Sowles, Esq
Clerk & Comptroller, Pasco County

Melissa Reid, Chief Probation Officer
Dept. of Juvenile Justice,
Sixth Judicial Circuit

Christopher Dudley, Circuit Administrator
Dept. of Corrections, Probation and Parole
Rep. by Pilar Poligo

Jeffrey Steinsnyder, Esq.
Pasco County Attorney

Tracy Toner
Probation Manager
Misdemeanor Probation

Hon. Sara Mollo
Public Defender, Sixth Judicial Circuit

Omar Raschid, Executive Director,
State Attorney, Sixth Judicial Circuit

Captain Jason Rock
Pasco County Sheriff's Office

Chief Robert Kochen
New Port Richey Police Department
Rep. by Lieutenant Joe Pascalli

Chief Stacey Jenkins
Pasco County Detention Center

Department of Children and Families
Not represented

Call to Order

Chairman Crane called the meeting to order at 10:02 a.m.

Invocation, Pledge, and Roll Call

Ms. Amanda Dobson, Deputy Clerk, gave the Invocation and led the Pledge of Allegiance to the Flag.

Ms. Dobson called the roll. All members were present. Mr. Dudley was represented by Ms. Pilar Poligo and Chief Kochen was represented by Lieutenant Joe Pascalli.

Public Comment

Citizens are given an opportunity to comment on items listed on the Agenda by attending in person. Attendees are given an opportunity to comment on listed agenda items, as well as non-agenda items during Public Comment.

Chairman Crane called for public comment.

There was none.

Approval of Minutes

1 January 26, 2024 CJIB Meeting Minutes
File Number CJIB24-0077
Recommendation Approve

Ms. Alvarez-Sowles noted the meeting minutes were distributed that morning and spoke regarding when the minutes would be available to the public and the process for minutes being online at the same time that the Agenda was submitted in the future before a meeting.

Discussion was held regarding the approval of minutes; public availability of minutes before a meeting; clarification that the minutes were to be provided at the same time as the agenda; and when the minutes would be posted to the public.

The Board approved the January 26, 2024 PCJIS meeting minutes.

Review and Approve Bylaws

2 Pasco Consolidated Justice Information Board Bylaws
File Number CJIB24-0078
Recommendation Approve

Discussion was held regarding the Bylaws that were discussed at the last Board meeting and that the item was to be dropped off the agenda.

The item was withdrawn.

Interfaces, Reports, and Upgrades

3 Clerk & Comptroller - Tim Jamison, Director of Information Technology
File Number CJIB24-0079
Recommendation No Action Required

Mr. Tim Jamison, IT Director, introduced new updates and interfaces which included E-Certify which would be available for the State Attorney's and public's use, docket sharing, docket I.D. number stamping, CCIS and CLERICUS hotfixes with the FDLE, and an upcoming updated system for the Sheriff's Office while filing citations.

Ms. Alvarez-Sowles spoke regarding E-Certify.

Ms. Sara Mollo extended her gratitude and thanked the Clerk's Office and IT.

The item was for information only.

4 County Information Technology – Todd Bayley, Director of Information
File Number CJIB24-0080
Recommendation No Action Required

Mr. Todd Bayley, Chief Information Officer, spoke regarding their work with Mr. Jim Weaver, Court Technology Manager, on the CAPS standard.
Chairman Crane expressed his gratitude for the effort with following compliance.
The item was for information only.

Court Update

5 Circuit UCR Status - Jim Weaver, Court Technology Manager
File Number CJIB24-0081
Recommendation No Action Required

Items 5 and 10 were heard together.

Mr. Jim Weaver, Court Technology Manager, spoke regarding the UCR update, JAWS, meeting weekly, that they were working on production issues, and the need to look into digital evidence that was brought up in Pinellas.

Mr. Dathan Stacy, State Attorney's Office IT, spoke regarding digital evidence, AI transcriptions, working with the Clerk's Office for security, and a companion product called Investigate.

Discussion was held regarding where the storage would go, the cost savings, transparency with evidence, and the participation with the Clerks Office, Judges, and Law Enforcement.
The item was for information only.

Pasco County Partner Agency Updates

6 Clerk & Comptroller - Kimberly Thompson, Chief Operations Officer
File Number CJIB24-0082
Recommendation No Action Required

Ms. Kimberly Thompson, Chief Operations Officer, gave an update and spoke regarding Criminal efficiencies which included an automated process for determining mental incapacitations, electronic score sheets for the Department of Corrections, and JAWS processes.

Ms. Jo Ploettner, Assistant Director of Civil Court Services, spoke regarding the UCR process, reportings, the softwares used to obtain the data, OSCA, and being live with mental health reporting.

Ms. Alvarez-Sowles spoke regarding the workload given by UCR, the processes with vendors, and requested support from fellow Justices.

Chairman Crane noted he would help in any way he could.

The item was for information only.

7 State Attorney – Omar Raschid, Executive Director
File Number CJIB24-0083
Recommendation No Action Required

Mr. Dathan Stacy, State Attorney's Office IT, spoke regarding stats for E-filing, STAC, CLERICUS, and new implements with filing between organizations and the Clerk's office.

Mr. Omar Raschid, Executive Director, noted he had been on the job for a couple of months and spoke regarding coordination and leadership.

Discussion followed regarding E-Filing and the coordination of all Organizations.

The item was for information only.

8 Public Defender - Honorable Sara Mollo, Public Defender
File Number CJIB24-0084
Recommendation No Action Required

Ms. Mollo spoke regarding the County's security standpoint of broadcasting courtroom cameras and the access to those by the State Attorney's Office and the Public Defender.

Discussion was held regarding the use of the cameras as a training tool for Courtroom Clerks, new hires, access from home, and the process with bandwidth.

The item was for information only.

9 Pasco County Sheriff - Captain Jason Rock
File Number CJIB24-0085
Recommendation No Action Required

No update was given.

10 Court Administration - Jim Weaver, Court Technology
File Number CJIB24-0086
Recommendation No Action Required

Items 5 and 10 were heard together.

The item was for information only.

11 Department of Corrections, Probation and Parole –
Christopher Dudley, Circuit Administrator
File Number CJIB24-0087
Recommendation No Action Required

No update was given.

12 New Port Richey Police Department - Joe Pascalli, Administrative Lieutenant
File Number CJIB24-0088
Recommendation No Action Required

No update was given.

13 Department of Juvenile Justice - Melissa Reid, Chief of Probation
File Number CJIB24-0089
Recommendation No Action Required

No update was given.

14 Pasco County Board of County Commissioners - Jeffrey Steinsnyder, Esq.,
Pasco County Attorney
File Number CJIB24-0090
Recommendation No Action Required

No update was given.

15 Misdemeanor Probation - Tracey Toner
File Number CJIB24-0091
Recommendation No Action Required

No update was given.

16 Pasco County Detention Center - Chief Stacey Jenkins,
File Number CJIB24-0092
Recommendation No Action Required

Chief Stacey Jenkins, Chief Correctional Officer, spoke regarding two inner agency agreements being reviewed by the County Attorney's Office which were information

exchange between the jail and State Attorney's Office, and that it would be sent to the Clerk's Office for their review.

Discussion followed regarding thanking Chief Jenkins for her efforts on the Advisories and the Advisory process.

The item was for information only.

Other Business

Proposed 2025 Meeting Dates

- April 11, 2025
- July 25,2025
- October 24, 2025 – Annual meeting
- January 23, 2026

Chairman Crane noted the proposed meeting dates.

There were no issues with the dates.

The item was for information only.

Adjourned

The Board approved to adjourn the meeting.

The meeting adjourned at 10:56 a.m.

PASCO CONSOLIDATED JUSTICE
INFORMATION SYSTEM BOARD
REGULAR MEETING
OCTOBER 25, 2024

Office of Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

Prepared by: _____
Nevaeh Wilkes, Records Clerk I
Board Records Division

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0443 **DATE:** 1/20/2026

SUBJECT: Public Safety Coordinating Council (PSCC) Meeting Minutes – August 09, 2024

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. NI26-0443 Public Safety Coordinating Council (PSCC) Meeting Minutes – August 09, 2024

PASCO COUNTY PUBLIC SAFETY COORDINATING COUNCIL
REGULAR MEETING

ANNOTATED MINUTES

AUGUST 9, 2024

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

12:00 P.M.

WEST PASCO GOVERNMENT CENTER, BOARD ROOM, 1ST FLOOR
8731 CITIZENS DRIVE, NEW PORT RICHEY, FL 33654

Council Members:

The Honorable Lisa Yeager, Chair
Board of County Commissioners

The Honorable Sara Mollo
Public Defender for Sixth Judicial Circuit
Rep. by Mr. David Moran

The Honorable Shawn Crane
Circuit Court Judge

The Honorable Bruce Bartlett
State Attorney for Sixth Judicial Circuit
Rep. by Mr. Bryan Sarabia

The Honorable Joseph Poblick
County Court Judge

The Honorable Chris Nocco
Sheriff of Pasco County
Rep. by Mr. Justin Wetherington

Chief Stacey Jenkins
Chief Correctional Officer of Pasco County

Ms. Shawna Wood of Family Support Services – Citizen Appointment

Mr. Chris Dudley
Circuit Administrator
Probation & Parole

Bryan Tunnell **- Absent**
Immediate Past President
Florida Bail Agents Association

Ms. Tracey Kaly
Director Ambulatory Clinical Services
BayCare Behavioral Health –
Health Care Institute
Rep. by Ms. Sonya Bufe

Call to Order

Madam Chair Yeager called the meeting to order at 12:00 p.m.

Invocation and Pledge of Allegiance

Ms. Meaghan Legnini, Deputy Clerk, gave the Invocation and led the Pledge of Allegiance to the Flag.

Roll Call

Ms. Legnini called the roll. All members were present with the exception of Mr. Tunnel who was absent. The Honorable Sara Mollo was represented by Mr. David Moran, Sheriff Chris Nocco was represented by Mr. Justin Wetherington, the Honorable Bruce Bartlett was represented by Mr. Bryan Sarabia, and Ms. Tracey Kaly was represented by Ms. Sonya Bufe.

Public Comment

Madam Chair Yeager called for public comment.

There was none.

Approval of Minutes

The Council approved the May 10, 2024 meeting minutes.

BayCare Health CJMHSA Grant

Ms. Bufe, spoke regarding the success of the DCF Criminal Justice Mental and Health Substance Abuse Grant in its 3rd year, currently 42 individuals served, a female who was diagnosed with bipolar and alcohol and opioid dependence while in jail, she was offered numerous services that she attended weekly and had continued services as she moved into community sober living, and had became an inspiration to others in recovery.

The item was for information only.

Misdemeanor Probation Program Report

Ms. Tracy Toner, Misdemeanor Probation Manager, spoke regarding the Misdemeanor Probation booklet that was distributed.

Discussion was held regarding the decrease in New Port Richey cases and not receiving cases that they were normally handling.

The item was for information only.

Inmate Population Report

Sergeant Hinkofer, Inmate Processing Section, spoke regarding the Inmate Processing Report Statistical Information section of the Pasco County Corrections Department Statistical Information booklet that was distributed.

The item was for information only.

Inmate Work Programs

Sergeant Bruno, Pasco County Corrections Inmate Labor Section, spoke regarding the Inmate Labor Statistical Information section of the Pasco County Corrections Department Statistical Information booklet that was distributed.

Discussion was held regarding the low work crew numbers and that the crew leading officers were augmented to help the inside maintenance section.

The item was for information only.

Operation Payback

Officer Fogarty, Operation Payback Coordinator, spoke regarding the Operation Payback Statistical Information section of the Pasco County Corrections Department Statistical Information booklet that was distributed.

The item was for information only.

Juvenile Assessment Center

Lieutenant Anne Phillips, Pasco County Corrections Inmate Processing, spoke regarding the Juvenile Assessment Center Statistical Information section of the Pasco County Corrections Department Statistical Information booklet that was distributed. The

Juvenile Detention Center currently had 32 male and 10 female youths detained in their facility.

The item was for information only.

Miscellaneous Business

There was none.

Adjourn

The meeting adjourned at 12:13 p.m.

PUBLIC SAFETY COORDINATING COUNCIL
REGULAR MEETING
AUGUST 9, 2024



Office of Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

Prepared by: _____
Neil Allen, Records Clerk I
Board Records Division

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0444 **DATE:** 1/20/2026

SUBJECT: Villages of Pasadena Hills Advisory and Planning Committee (VOPH) Meeting Minutes – June 05, 2024

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. NI26-0444 Villages of Pasadena Hills Advisory and Planning Committee (VOPH) Meeting Minutes – June 05, 2024

VILLAGES OF PASADENA HILLS PLANNING AND POLICY COMMITTEE
REGULAR MEETING

ANNOTATED MINUTES

JUNE 5, 2024

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

1:30 P.M.

HISTORIC PASCO COUNTY COURTHOUSE, BOARD ROOM, 2ND FLOOR
37918 MERIDIAN AVENUE, DADE CITY, FL 33525

Members

Paul Finora, District 2, Chairman **- Absent**
Emmett Evans, District 1
Andrew Getz, District 3
Rod Lincoln, District 4
Dale Maggard, District 5
Andrew Pittman, At-Large
Mark A. Philmon, At-Large

Staff

David Goldstein, Chief Assistant County Attorney
JP Murphy, Interim Assistant County Administrator
David Engel, MCRP, AICP, Director Planning and Economic Growth
Nectarios Pittos, AICP, Director Planning Services
Gavin Covey, CNU-A, Planner II, Planning Services

Call to Order

Acting-Chairman Maggard called the meeting to order at 1:30 p.m.

Moment of Silence

None was held.

Pledge of Allegiance

Acting-Chairman Maggard led the Pledge of Allegiance to the Flag.

Roll Call

Ms. Meaghan Legnini, Deputy Clerk, called the roll. All members were present with the exception of Chairman Finora who was absent.

Swearing In

Ms. Legnini swore in those who planned to present testimony.

Proof of Publication

Ms. Legnini noted the proof of publication.

Public Comment

Citizens are given an opportunity to comment on items listed on the Agenda by attending in person. Citizens may also comment on items listed on the Agenda in person inside the Board Room. Attendees are given an opportunity to comment on listed agenda items, as well as non-agenda items specific to the Villages of Pasadena Hills during Public Comment.

Public Comment was not called.

Consent

C1 Annotated Minutes - Planning Commission Meeting - February 7, 2024
File Number PEG24-0374
Comm. Dist. 1
Recommendation Approve

Mr. Covey noted on the Agenda outline the Annotated Minutes stated the Planning Commission Meeting but should say the Villages of Pasadena Hills Planning and Policy Committee Meeting.

The Committee approved to accept the changes.

The Committee approved the February 7, 2024, March 6, 2024, and April 17, 2024 meeting minutes including the noted revision to items C1, C2, and C3 which were posted on the Agenda with the name of Planning Commission and that it should be adjusted to the Villages of Pasadena Hills Policy and Planning Committee.

C2 Annotated Minutes - Planning Commission Meeting - March 6, 2024
File Number PEG24-0375
Comm. Dist. 1
Recommendation Approve

This item was approved with Agenda item C1.

C3 Annotated Minutes - Planning Commission Meeting - April 17, 2024
File Number PEG24-0376
Comm. Dist. 1
Recommendation Approve

This item was approved with Agenda item C1.

Public Hearing

PC4 Zoning Amendment (Consent) – Boger McCabe VOPH MPUD – SKF Development, LLC – A Rezoning Request from an A-C Agricultural District to an MPUD Master Planned Unit Development District to Allow for the Development of 130 Townhomes and Associated Infrastructure on Approximately 19 Acres, Located in The Villages of Pasadena Hills within Village B
File Number PEG24-7755
Comm. Dist. 1
Recommendation Approval with Conditions

Mr. Covey used a PowerPoint presentation to review the item and spoke regarding the project overview, site location, context map and surrounding aerial, zoning, the requested modifications, the Village concept plan, the master plan, the applicant's requested variations and modifications, and the Staff's analysis.

Discussion was held regarding the core area and MPUD entitlements; the building minimums and maximums; the low and high density issues; the possible MPUD modifications; the home types; the map issues and consistency; the location of the item; the issue with low density created within high density areas; map modifications; the potential of effecting other people's property; the extension of the core and sprawl; the

form perspective and south of State Road 52; natural boundaries; Mr. David Engel's discussion at the Board of County Commissioners Meeting; the financial plan and the need to increase density; the revitalized financial plan created by Mr. Joel Tew; and Village B and the entitlements of the landowners.

Acting-Chairman Maggard asked for public comment.

Ms. Barbara Wilhite, applicant representative, responded to questions from the Board and Staff.

Discussion followed regarding squaring off the boundaries of the item.

The Committee approved the item per Staff's recommendation.

PC5 Development Agreement (Consent) - Depue East MPUD Master Planned Unit Development - Pulte Home Company, LLC. - To Design, Permit and Construct Improvements to Watergrass Parkway and Wells Road in Exchange for Transportation Development Fee Credits - Located South of Wells Road on Approximately on 931 Acres Within Villages L and M in the Villages of Pasadena Hills.

File Number PEG24-0353
Comm. Dist. 1
Recommendation Approve

Mr. Orlando Borras, Planning Services, used a PowerPoint presentation to review the item and spoke regarding the project overview, map location, zoning map, future land use, the location within VOPH, roadway improvements, the master plan, and recommendations.

Discussion was held regarding the Watergrass dead end road; the developer agreement to build the roads; and impact fee credits.

Acting-Chairman Maggard called for public comment.

Mr. Jordan Schrader, applicant representative, stated he was present to answer any questions from the Board.

The Committee approved the item per Staff's recommendation.

Adjourn

Mr. Pittos spoke regarding the Financial Plan review and updates, the scope of work, the task order, the adequacy of the various planning assumptions, the development forecasts, the current development climate, timing and phasing of the infrastructure, the level of service and the performance goals, the revenue forecast, that it would be brought to the Committee and the Board of County Commissioners, the public meetings with stakeholders that would be held, that there were not any specifics at the moment, and the consultant.

Discussion was held regarding the effects on the current surcharge rates; potential affects to developers; that fees were assessed at building permitting; the County's updates to mobility fees; that nothing definitive could be provided; that a timeline may be available to share in August; the tax increment collections; Staff's plans to provide an annual VOPH budget update in September or October; future revenue sources; growth assumptions; affects to the tax increment revenue; and the taxes that had been collected.

The Committee approved to adjourn the meeting.

The meeting adjourned at 2:02 p.m.



VILLAGES OF PASADENA HILLS PLANNING
AND POLICY COMMITTEE
REGULAR MEETING
JUNE 5, 2023

Office of Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

Prepared by: Amanda Dobson

Amanda Dobson, Records Clerk I
Board Records Division

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0437 **DATE:** 1/20/2026

SUBJECT: Food Policy Advisory Council (FPAC) Meeting Minutes 2025

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. FPAC Minutes 2025

Pasco Food Policy Advisory Council (FPAC)

Meeting Minutes – February 11, 2025

Recorded by: Valerie Van Stronder (at Dell DeChant's request)

Introductions

Guided by Dell DeChant. Dell introduced Richard Jenkins as the new staff liaison, replacing Kristen King. An accurate membership list is still needed; participants were asked to state whether they are official members.

Attendance:

- Mike Woodard – County Arborist – *Not official member*
- Mami – Intern, IFAS
- Shari Breslin – Family Consumer Science, IFAS – *Official member (non-voting due to UF agreement)*
- Valerie Van Stronder – Omega Field Enterprises – *Not official member; discussed applying as at-large/farmer*
- Jennifer – Department of Health, Vice Chair – *Official member*
- Nichole Dube – Owner, Dube's Market; Cofounder, Access to Fresh; Grocer/Distributor – *Official member*
- Tiffany Young – Pasco Schools Food Nutrition – *Official member*
- Dan Mitchell – Pasco EDC Smart Start – *Official member*
- Rose Stevens – Pasco Employee – *Not official member*
- Ericka Leigh – Rosebud Director – *Not official member*
- Tanner Kauffman – Absent (no online option); *Not official member, potential farmer candidate*
- Andi – City of New Port Richey Public Library – *Official member, represents farmers markets*
- Michaela McMahon – County Resilience Planner
- Amandla – County Resilience Planner
- Dell DeChant – Professor Emeritus – *Chair*
- Richard Jenkins – Brownsfield Programs/Redevelopment, Federal Assessment Grants – *Staff Liaison***Key Discussions**

- **Meeting Frequency:** Informal consensus to expand meetings from quarterly to bimonthly. Next meeting set for April.
- **Food System Coordinator Position:** Proposal for part-time role with potential to grow into full-time. Nichole to review scope of work and compare with Homegrown Hillsborough. Rich questioned viability.
- **Budget:** No current funding for policy implementation. Amandla noted a line item for outreach could apply if consistent need is demonstrated.

- **Resilient Pasco Project:** Presentation by Michaela McMahon. Amandla emphasized partnerships listed are not exhaustive. Discussion highlighted potential for diverse partnerships (public, private, educational). Jennifer noted USF intern is developing a brochure list and suggested QR code integration.
- **Food Summit Planning:** Committee formed (Dan, Shari, Valerie).
    - Shari & Dan to investigate One-Stop Shop.
    - Valerie to connect with David Sullivan regarding PHSC. Committee will coordinate via email and reconvene before April.
- **House Bill 89 (HB 89):** FPAC to review bill in April. Concerns raised about vague language and potential misuse. Decision made to form an investigation/fact-finding committee (Rich, Dell, Jennifer, Nichole, Valerie). Committee will draft comments for BOCC recommendation.
- **Plants & Pints Initiative:** Event currently held third Tuesdays at Ordinance One (west Pasco). Potential to expand into evening mini farmers markets. Nichole working on east side; Valerie exploring central Pasco with Mike Bishop at Thirsty Buffalo (Trinity).
- **Local Programs:** Discussion of "Food Pharmacy" and food-as-medicine initiatives. Premier Healthcare (Rowan Rd) identified as possible site. Community gardens also discussed.

Pasco Food Policy Advisory Council (FPAC)

Meeting Minutes – April 18, 2025

Meeting Start: 2:02 PM

Attendance

- Dell DeChant – Chair
- Richard Jenkins – County Liaison
- Dan Mitchell – Member
- Valerie Van Stronder – Membership pending approval
- Lindsay Thompson – DOH Intern, USF/MPH Community Nutrition
- Alan Bittlecomb – Pasco Strategy and Sustainability
- Pastor Jen Kerouac – Shady Hills Mission Chapel
- Mike Woodard – Pasco Arborist
- Michaela McMahon – Pasco Planning & Resiliency
- Amandla Hill – Pasco Planning & Resiliency
- Andi Figart – City of New Port Richey
- Tanner Kauffman – Farmer
- Nichole Dube – Access to Fresh, Dube's Farm & Market

- Ericka Leigh – Rosebud Director
- Jennifer Parker– Vice Chair, DOH

Quorum reached upon Jennifer's arrival.

Key Discussions

- **New Members:** Applications for David Sullivan and Valerie Van Stronder presented.
  - Motion to approve and send to BOCC: Dan Mitchell
  - Second: Nichole Dube
  - Motion carried unanimously.
- **Meeting Schedule:** Confirmed dates: May 16, June 13, August 15 (2–3:30 PM, same location). July skipped due to high travel. Amandla to resume posting agendas/dates on county website.
- **Policy Crosswalk Presentation (Michaela & Amandla):** RSAP Action Item 4.4-3 reviewed. Dell emphasized enriching existing urban agriculture ordinance rather than replacing it. Members assigned to research policies from other counties. Findings to be included in FPAC fiscal report (October).
- **Resiliency Plan Update:** Presented with no questions. Scheduled for BOCC presentation May 6 at 10 AM. Dell suggested FPAC submit a formal written response; Valerie asked if verbal presentation is possible.
- **House Bill 89:** Bill currently stalled in legislature. Concerns raised about vague language and lack of definition for "small footprint grocery." Dell noted bill weaker than prior version. Jenn suggested proactive planning during off-season.
- **Food Sovereignty & Security Presentation (Nichole Dube):**
  - Infrastructure needed on west Pasco; land acquisition critical on east side.
  - Distribution, sales, marketing, and community buy-in emphasized.
  - Farmers Feeding Florida SB 2500 noted.
  - Funding gaps identified; nonprofit partners needed to purchase from local growers.
  - Community demand for better food and local support highlighted.
  - Phase 1: Distribution hub in Dade City/Lacoochee.
  - Michaela suggested resilience hub integration.
  - FPAC expressed support for Nichole's nonprofit as connector.
- **Food Summit Planning:** Event scheduled for October 9 (4–9 PM). Committee includes Dan, Valerie, Shari, Nichole, Dell. Rich suggested Trinity Rotary Club demo.
- **Community Gardens:** Dell noted growing interest. Rich reported Premier Medical (Rowan Rd) interested in food pharmacy/garden. FarmNet identified as operator. Nichole relayed Dr. Elmore's suggestion for paid food systems staff role; Dell emphasized need for independent agent.
- **Plants & Pints:** Ongoing every third Tuesday at Ordinance One (NPR). Expansion discussed.
- **Leadership Transition:** Dell announced stepping down as Chair. Rich outlined chair qualifications and suggested interim chair for May, with formal vote in June after new member confirmations.

Meeting Adjourned: 3:38 PM

Pasco Food Policy Advisory Council (FPAC)

Meeting Minutes – May 16, 2025

Meeting Start: 2:15 PM

Attendance

- Richard Jenkins – County Liaison
- Valerie Van Stronder – Membership pending approval
- David Sullivan – Membership pending approval
- Mike Woodard – Pasco Arborist
- Nichole Dube – Access to Fresh, Dube's Farm & Market
- Ericka Leigh – Rosebud Director
- Tiffany Young– Pasco Schools

Key Discussions

- **New Chair:** No quorum present; discussion postponed.
- **Food Summit Planning:**
    - One-Stop Shop confirmed for October 9.
    - Capacity: 80 people; concerns about size and parking.
    - Catering: Dre interested, pending confirmation.
    - Location free; funding needed for food, catering, utensils.
    - Themes: Local Food System Month, Hunger Awareness, National Farm to School Month, Tackling Hunger.
    - Fresh from Florida involvement.
    - Keynote: Possible Dell and/or Dr. Elmore.
    - Breakout sessions: Food Systems, Food Security, Sustainability, Food Policy & Innovation.
    - Possible Garden Social with tea.
    - Nichole: "Fresh from Florida" game – guess seasonal food.
    - Educational game with prize basket.
    - Water donation – check with Kristen King.
    - KPB/Reworld – swag bags.
    - Invitations: Wilton Simpson and local leaders.
- **Policy Crosswalk:**
    - FPAC needs to focus on policy.
    - Richard compiling data; awaiting member input.
    - Rich noted Pasco's chicken ordinance has expired ("flown the coop"); conflicts with animal control policy.
- **Plants & Pints:**

    - Held every third Tuesday.
    - Nichole working on East County expansion.
    - Valerie working on Central County expansion.
- **Programs & Outreach:**
    - Nichole: Johns Hopkins placing books in schools.
    - Nichole & Tiffany: "Food is Health" through STAR program. Funding available, but educators lack time; take-home bags suggested.
    - Rich: Trinity Rotary taco soup demo could be included at Food Summit.
    - Valerie: Growing Knowledge expansion. Plans to connect with Tiffany for schools without gardens and garden grant info. Suggested outreach to local Rotary clubs for funding.

Meeting Adjourned: 3:36 PM

Pasco County Food Policy Advisory Council (FPAC)

Meeting Minutes – June 13, 2025

Time: 2:00 PM – 3:30 PM **Location:** Anclote/Cotee Conference Room, 19420 Central Boulevard, Land O' Lakes, FL 34637

I. Call to Order

- Meeting was called to order at 2:00 PM.

II. Statements from the Public

- None.

III. Staff and Budget

- Richard Jenkins present with Amandla Hill.
- Quorum not confirmed; insufficient members present.
- Election of Chair and Vice Chair postponed due to lack of quorum.

IV. Policy

1. **Food Summit – October 9, 2025 at Pasco One Stop**
    - Committee reports reviewed.
    - Participant outreach discussed: need to contact Dre regarding food preparation sponsorship and possible donation (Dre provided food last year).
    - Budget constraints noted – no funding currently available for catering.

    - Richard to follow up with Thirsty Buffalo regarding water donation.
2. **Speakers**
    - Outreach to potential keynote and breakout session speakers continues.
3. **FPAC Policy Crosswalk**
    - Members discussed assigned jurisdictions.
    - Noted that some jurisdictions are regulating and permitting residential gardens. FPAC to determine if regulation is necessary.
    - Policy reports included discussion of HB 89.
    - Roll-up discussion scheduled for next meeting.

Next Meeting: August 22, 2025 at 2:00 PM, same location.

V. Programs & Outreach

1. **Pints and Plants**
    - Program meets every third Tuesday of the month.
    - Current location: Ordinance One, New Port Richey, FL.

VI. Adjournment

- Meeting adjourned at 3:30 PM.

Pasco County Food Policy Advisory Council (FPAC)

Meeting Minutes – August 22, 2025

Time: 2:00 PM – 3:30 PM **Location:** Anclote/Cotee Conference Room, 19420 Central Boulevard, Land O' Lakes, FL 34637

I. Call to Order

- Meeting called to order at 2:00 PM.
- **Members present:** Jennifer Parker, Erika Leigh, Mike Woodard, Tiffeny Young, David Sullivan, Alicen Morency, Dan Mitchell, Nichole Dube.

II. Statements from the Public

- None.

III. Staff and Budget

- Staff present: Richard Jenkins and Amandla Hill.
- Quorum not confirmed; no quorum present.
- Election of Chair and Vice Chair postponed.
    - Nichole Dube expressed interest in serving as Chair.
    - Alicen Morency identified as the new Farmer representative.

- Applications must be submitted through the county website and forwarded to the BOCC.

IV. Policy

1. **FPAC Policy Crosswalk**
   - Residential development standards for vegetable gardens discussed.
   - Consensus: no appetite at the county level to regulate residential gardens.
   - Consideration of Low-to-Moderate Income (LMI) / reserved areas for gardens.
2. **Chicken Ordinance**
   - Presentation by Amandla Hill.
   - Member suggestions included:
     - Educational programs for new chicken owners.
     - Limiting residential flocks to six hens.
     - Requiring permits for backyard chickens.

V. Programs & Outreach

1. **Food Summit – October 9, 2025 at Pasco One Stop Shop**
   - Confirmed: Thirsty Buffalo will supply water.
   - Nichole Dube and Alicen Morency will partner with local growers to provide food.
   - Tanner Kauffman and Nichole Dube will speak.
   - Rich Jenkins will reach out to Charles Zidar to speak about Mayan food practices.
   - Dan Mitchell to secure the date and time for Pasco One Stop Shop.

VI. Adjournment

- Meeting adjourned at 3:30 PM.

Pasco County Food Policy Advisory Council (FPAC)

Meeting Minutes – September 19, 2025

Time: 2:00 PM – 3:30 PM **Location:** Anclote/Cotee Conference Room, 19420 Central Boulevard, Land O' Lakes, FL 34637

I. Call to Order

- Meeting was called to order at 2:00 PM.

II. Statements from the Public

- None.

III. Staff and Budget

1. **Quorum Confirmation**
    - Quorum confirmed with the following members present:
        - Alicen Morency
        - Jennifer Parker
        - Mike Woodard
        - David Sullivan
        - Nichole Dube
        - Tanner Kauffman
        - Dan Mitchell
        - Tiffany Young
    - Others present included:
        - Rich Jenkins – Staff
        - Pasco Commissioner Katheryn Starkey
        - Rose Stevenson – Staff
        - Itze Cabral – Pasco Health Department
        - Jesse Morency
2. **Election of Chair and Vice Chair**
    - Nichole Dube elected as new Chair of FPAC.
    - Alicen Morency will represent Farmers.
    - David Sullivan will represent Colleges and Higher Education.
    - Tanner Kauffmann will serve as an At-Large Member.
    - All members will be presented to the BOCC for final approval.

IV. Policy

1. **FY 25 Annual Report to BOCC**
    - Rich Jenkins preparing presentation slides; will present at October meeting.
2. **FY 26 Plans**
    - Discussion included monitoring Community Food HUBs and Food Distribution sites.
    - Potential uses for CDBG-DR funds reviewed.
    - Board expressed interest in continuing Pasco County Food Assessment Plan.
    - Nichole Dube will review and provide information on upcoming Florida Farm Bill and its impact on Pasco's food system.
3. **Chicken Ordinance Update**
    - Pasco Planning Commission approved ordinance allowing up to four chickens, with no roosters permitted.
    - Ordinance scheduled for presentation to full BOCC on September 18th.

V. Programs & Outreach

1. **Food Summit – October 9, 2025 at Pasco One Stop Shop**
    - **Committee Reports:** All speakers confirmed.
    - **Participant Outreach:**

- PIO conducting media blast (digital and social media).
- Flyers distributed; each board member received copies to share.
- Commissioner Starkey donated drinks for the event; Rich Jenkins will pick them up.
- Commissioner Starkey will also distribute flyer via her email list and newsletter.

VI. Adjournment

- Meeting adjourned at 3:30 PM.

Pasco County Food Policy Advisory Council (FPAC)

Meeting Minutes – October 3, 2025

Time: 2:00 PM – 3:30 PM **Location:** Anclote/Cotee Conference Room, 19420 Central Boulevard, Land O' Lakes, FL 34637

I. Call to Order

- Meeting called to order at 2:03 PM.

II. Statements from the Public

- Gardening 365 Festival scheduled for October 4, 9:00 AM – 3:00 PM at Wesley Chapel Park District.
- Premier Medical (Roland Road) preparing to break ground on their winter garden.
- Food is Health Coalition working on food pharmacy sheds at PHSC buildings (goal: 60 sheds).

III. Staff & Budget

- **Quorum confirmed:** 4 of 6 current voting members present.
- **Election of Chair:**
  - Nichole Dube nominated by Jennifer, seconded by Tiffany.
  - Accepted and passed with no opposition.

IV. Policy

1. **FY 25 Annual Report to BOCC**
   - Nichole and Jennifer will present at the December 9 commissioner's meeting.
   - Points to include:
     - *pickedinpasco.org* domain obtained.
     - Chicken policy.

        - Crosswalk initiative.
        - Community gardens.
        - Brochure on food system.
2. **2026 Planning**
    - Ideas discussed:
        - Brownfield use.
        - Biodigesters in community gardens.
        - Refresh brochure.
        - Food distribution hub.
        - Ugly produce distribution.
        - *Picked in Pasco* initiative:
            - Fresh from Florida grant match.
            - Farmer enrollment for logo use ($20).
            - Joint marketing.
            - Domain purchased by Nichole Dube.
            - Co-op with nonprofit partners.
            - Markets/hubs/stands.
        - Update food assessment.
        - Fruit trees in community gardens.
        - Focus on new state-level policies to secure funding and align county policies.
    - **Commissioner Stark's contributions:**
        - Recommended Merrell Brothers Plant tour.
        - Informed council of county-owned brownfield behind senior center; advised contacting Kathy Pearson for purchase year/funding opportunities.
        - Encouraged creating a "Picked in Pasco" basket for the December 9 BOCC meeting.
        - Shared that Starkey Ranch CDD residents requested a community farm management plan.

V. Programs & Outreach

1. **Food Summit – October 9, 2025 at 5:30 PM**
    - Members to arrive by 4:30 PM for preparations.
    - Walking tour split into two groups:
        - 5:30 PM – Sherri B. to lead.
        - 5:45 PM – Dan M. to lead.
    - Dan M. to provide introduction (Amy unavailable).
    - **Refreshments (50–80 attendees):**
        - Caprese Salad Picks – Alicen.
        - Mini Garden Salad with Vinaigrette – Dre, Alicen & Nichole.
        - Red Pepper Tomato Soup – Nichole.
        - Carrot Cilantro Soup – Jennifer.
        - Bread – Tiffany.
        - Egg Salad Cups – Tiffany.
        - Additional fruits – Rosebud & Tanner.

        - Tea – Nichole.
        - Water – Thirsty Buffalo.
        - Strawberry Lemonade Seltzers – Commissioner Stark.
        - Paper products/cups/utensils – Richard & Nichole coordinating with Dan.
    - **Speakers:**
        - Dr. Zidar – Mayan Food Crops.
        - Nichole Dube – Local food system, collective impact, Access to Fresh, and partners.
        - Tanner Kauffman – Farming in small spaces and distribution hurdles.
        - Closing remarks – Dr. Elmore (to be contacted).
    - **Additional Notes:**
        - Traffic control unnecessary.
        - Reach out to daycare regarding parking.
        - Create crosswalk with cones.
        - Tape presentations.

VI. Adjournment

- Meeting adjourned at 3:10 PM.

Pasco County Food Policy Advisory Council (FPAC)

Meeting Minutes – November 14, 2025

Time: 2:00 PM – 3:30 PM **Location:** Anclote/Cotee Conference Room, 19420 Central Boulevard, Land O' Lakes, FL 34637

I. Call to Order

- Meeting called to order at 2:00 PM.

II. Statements from the Public

- Chicken ordinance: HOA regulations override county ordinances; residents receive by-laws upfront when moving into neighborhoods.
- FPAC meetings are posted publicly, and members of the public are welcome to review proceedings.

III. Staff and Budget

1. **Quorum Confirmation**
    - Quorum confirmed with the following members present:
        - Alicen Morency
        - Jennifer Parker

        - David Sullivan
        - Nichole Dube
        - Tanner Kauffman
        - Erica Leigh
        - Tiffany Young
    - Others present included:
        - Rich Jenkins – Staff
        - Rose Stevens – Staff
        - Itze Cabral – Pasco Health Department
        - Amandla Hill – Staff
        - Jessica Eile Keith -Bellamy Brothers Banana Farm
2. **Chicken Ordinance Update**
    - No permit required for chickens; education components not mandatory.
    - Zoning requirements: coops must be 5 ft from rear property line; side/front setbacks based on principal structure.
    - UF/IFAS curriculum exists and should be accessible on county website.
    - Jennifer Parker requested disease prevention education (egg washing, avian flu prevention). Current curriculum covers parasites and lice.
    - Shari Bresin suggested clickable link on FPAC site, with flyers and QR codes available.

IV. Policy

1. **Q1 Meetings Scheduled**
    - Dates: January 16, February 12, March 13, April 17.
    - Nichole suggested adding a virtual option.
2. **Florida Farm Bill**
    - Discussion moved to January meeting.
3. **Food Distribution Updates**
    - 975 produce bundles distributed through Thomas Promise, primarily in East Pasco.
    - Access to Fresh program supported by hospital partners.
    - Produce included bananas (Bellamy Brothers) and hydroponic lettuce (Shady Oaks Farms).
    - Families received 8–10 lbs. of produce to offset SNAP scarcity.
4. **Council Goals**
    - Proposal for county grant program for farmers:
        - Address frost damage impacts.
        - Modeled after Alachua County's $50,000 disaster relief program.
        - Grants could support expansion, resilience, and emergency needs (labor, fencing, wells, tractors).
    - Testimonies:
        - Alicen lost $2,600 worth of beans in one night due to frost.
        - Tanner emphasized resilience planning.
        - Jessica noted tropical plants vulnerable to cold despite hurricane/frost education.

        - Rosebud Farms protected crops in greenhouses; David reported banana plants shielded others.
    - **Food Assessment:**
        - Focus on resource allocation and coordination among United Way, Feeding Tampa Bay, and education programs.
        - Food resources brochure proved useful during SNAP pause.
        - Schools/churches engaged in food drives; requests for fresh food for Thanksgiving boxes noted.
        - Itze (DOH) will update Food Resource Document in February.
    - **Florida Farm Bill:**
        - Review postponed to February for Nichole's analysis.
        - Funding sources and allocation must be clarified.
        - Amandla cautioned against bias toward FPAC members.
        - Rich and Nichole to prepare data for BOCC presentation in December.

V. Programs & Outreach

1. **Food Summit Debrief**
    - Rich thanked members and donors; 44 attendees signed in.
    - Amandla noted tours were difficult to replicate but engagement was strong.
    - Future ideas:
        - David: "Pick and Learn" lecture series.
        - Tanner: "Seed to Table" concept.
    - Marketing improvements needed: earlier flyer distribution, culinary school outreach, Facebook event creation, expanded networking.
    - Commissioner Starkey promoted event in her newsletter.
2. **Next Summit**
    - Tentative date: March/April 2026.
    - Possible locations: Rosebud Farms or Green Dreams.
3. **Committee Formation**
    - Motion for thank-you letter: Tiffany motioned, Jennifer seconded.
    - Motion for Farmer Resource Planning workgroup: Jennifer motioned, Tiffany seconded.
        - Interest: Shady Oaks, Tanner, Itze.
    - Motion for ad hoc summit committee: Jennifer motioned, Erica seconded.
        - Interest: Jennifer, Erica, Alicen, Sherri, David.

VI. Additional Notes

- "Pints and Plants" continues every 3rd Tuesday, 6 PM at Ordinance One, Downtown NPR.
- BOCC presentation scheduled for January 20, 2026, 10 AM (West Side session, online option available).
- "Taste of Pasco" display planned; donations to Havana with farm tags on produce.
- Healthy Corner Store Bill reintroduced.
- County posted Summit photos.

- Invitation extended to Allen for future meeting.
- Next month: review updated food assessment and determine direction.

VII. Adjournment

- Motion to adjourn by Alicen.
- Meeting concluded at 3:40 PM.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** NI26-0413 **DATE:** 1/20/2026

SUBJECT: Revision No. 1 to Task Order No. 1-23 – Arcadis U.S., Inc. – Crystal Springs Booster Station Time Extension Only (PCU 22-022.00) (UTD26-0063)

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0413 UTD26-0063 Revision No.1 to Task Order No. 1-23 Package

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

TO: Mike Carballa, P.E.
County Administrator

DATE: October 28, 2025

FILE: UTD26-0063

FROM: Adolfo A. González, P.E.
Utilities Engineering & Contract Management Director

Adolfo A. Gonzalez, P.E. Digitally signed by Adolfo A. Gonzalez, P.E. Date: 2025.10.28 07:32:11 -04'00'

DISTRICT(S): 1

THRU: Branford N. Adumuah
Assistant County Administrator
Public Infrastructure

Branford N. Adumuah Digitally signed by Branford N. Adumuah Date: 2025.11.07 10:36:34 -05'00'

SUBJECT: Revision No. 1 to Task Order No. 1-23 – Arcadis, U.S., Inc. – Crystal Springs Booster Station – Time Extension Only – No Funding Required

THRU: Joseph Amoah, Ph.D., P.E.
Utilities Director

Joseph K.O. Amoah Digitally signed by Joseph K.O. Amoah Date: 2025.11.07 09:19:21 -05'00'

REFERENCES: UTD23-0030

Please approve the attached Revision No. 1 to Task Order No. 1-23 for Time Extension Only with Arcadis, U.S., Inc. (Arcadis) for the Crystal Springs Booster Station project. The Utilities and Contract Management Department requests a time extension of 900 days, changing the completion date to June 30, 2028. No additional funding is required.

This time extension is a necessary step to ensure continuity of professional services through all remaining phases of the project, allowing Arcadis to complete the final design tasks and remain engaged during the procurement and construction phases—providing critical engineering oversight and technical support until the construction phase is awarded in 2026.

The completion of this project has been impacted by factors that are beyond the control of the County. One factor is the parcel on which the booster station will be built must be platted over to the County by a developer (M/I Homes) in the area before construction can begin. Additionally, M/I Homes must construct a sewer collection system and lift station that will be utilized to drain the effluent discharge from the booster station, which is required before the booster station can be put into service. Please refer to the table below for the updated Task Order timeline.

RECEIVED
NOV 21
PASCO COUNTY
ADMINISTRATION OFFICE

UTILITIES ENGINEERING & CONTRACT MANAGEMENT DEPARTMENT
813.235.6189 | Utilities Administration Building | 19420 Central Blvd. | Land O' Lakes, FL 34637-7006

Task Order Timeline - Crystal Springs Chlorine Booster Station	
Task Order Start Date	1/12/2022
Design Put on Hold Due to Site Selection/County Parcel Non-Availability	6/1/2023
Confirmation of Station Site/Usable Footprint to be Turned Over to County from Developer	8/8/2025
Preliminary Engineering Report Submittal	11/15/2025
Detailed Design Submittal	3/30/2026
Estimated Bid Date	Summer 2026
Estimated Construction Start	Winter 2027
Estimated Construction Completion	Summer 2028

The project manager for Utilities Engineering and Contract Management Department reviewed this Revision No. 1 to Task Order No. 1-23 for Time Extension and recommends its approval.

The County Administrator has delegated authority to execute the attached documents pursuant to Article IV Division 2 of the Pasco County Code of Ordinances.

APPROVED: Date: 11/19/2025

Kimberlie Miller
RR
Carrie C. Roberts, Purchasing Director

APPROVED: Date: 11/24/25

Michael J. Carballa, P.E., County Administrator

Attachments: Revision No. 1 to Task Order No. 1-23 (Two Originals)

cc: Jordan R. Wolfgram, Sr. Asst. County Attorney
Jennifer Vigo, Capital Coordinator, Public Infrastructure and Business Administration Department
Atef A. Hanna, P.E., Utilities Engineering Manager, Utilities Engineering & Contract Management Department

UTILITIES ENGINEERING & CONTRACT MANAGEMENT DEPARTMENT
813.235.6189 | Utilities Administration Building | 19420 Central Blvd. | Land O' Lakes, FL 34637-7006

Revision No. 1
to Task Order No. 1-23
Crystal Springs Chlorine Booster Station
Pasco County Utilities
PCU 22-022.00

This Revision No. 1 to Task Order No. 1-23 is made by and between **PASCO COUNTY, FLORIDA**, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY" and **ARCADIS, U.S., INC.** referred to as "CONSULTANT".

WHEREAS, on January 10, 2023, the COUNTY approved Task Order No. 1-23 ("Task Order"), with CONSULTANT to render services and have completion of the services on January 12, 2026 (PCU 22-022.00); and

WHEREAS, the Agreement provided for an initial term through January 12, 2026; and

WHEREAS, an extension of the Task Order is needed for the Consultant to provide continued project management services.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereby mutually agree to Revision No. 1 to Task Order 1-23 as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. The term of the Task Order is amended to begin on January 10, 2023 and terminate at the time at which the upper limit of this Agreement is paid in full, the County terminates the Task Order, or June 30, 2028, whichever is earliest.

3. No Revisions to the Consultant's Compensation are necessary.

4. All the terms, covenants and conditions set forth in the Agreement except as specifically amended herein, are hereby ratified, approved and confirmed in their entirety.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this Amendment as of the date executed by the County.

Date: 11/24/25

For: PASCO COUNTY:

Michael Carballa, P.E., County Administrator

Approved as to Legal form and sufficiency

Assistant County Attorney

For CONSULTANT:

ARCADIS, U.S., INC.

By:

Name: Melissa L. Pomales

Title: Senior Vice President

NOTARY ACKNOWLEDGMENT

STATE OF Florida **}**
} ss
COUNTY OF Broward **}**

The foregoing instrument was acknowledged before me on October 1st, 20 25, by means of: [✓] **physical presence** or [ ] **online notarization** by [Name] Melissa L. Pomales, who executed the foregoing instrument as [Title] Senior Vice President of [Corporation or Company Name] ARCADIS U.S., INC., a [✓] **corporation** or [ ] **limited liability company** organized under the laws of [State] Delaware, said person is (check one below): [ ] **Personally known to me**, or [✓] **Has produced** Driver license FL **as identification**.

[Notary Stamp or Seal]

LUZ MYRIAM REYES CUBILLOS
Notary Public-State of Florida
Commission # HH 191581
My Commission Expires
October 27, 2025

Signature of person taking acknowledgment

Luz Myriam Reyes C.

Print Notary's Name

(This line is required to be completed by §117.05, F.S.)

Revision No. 1
to Task Order No. 1-23

PASCO COUNTY FLORIDA

INTEROFFICE MEMORANDUM

DATE: April 25, 2025

TO: Distribution

FROM: Carrie C. Roberts, Purchasing Director

SUBJECT: Delegation of Authority Memo: PU25-0019

This memorandum is to formally advise that the following Purchasing Department personnel has the authority to sign all documents, requiring my signature, at any time that I am out of office.

Kimberlie Miller - Assistant Purchasing Director
Phone: 727-473-0047

Kathryn Farrelly – Purchasing Manager
Phone: 727-473-0043

Should you need any further assistance, please contact the Purchasing Department at 727-473-0046 cc via email: purchasing@pascocountyfl.net

Mike Carballa, County Administrator
Erik Breitenbach, Internal Services ACA
Cathy Pearson, Public Services ACA
Branford Adumuah, Public Infrastructure ACA
David Allen, Development Services ACA
J.J. Murphy, Public Safety ACA
Andrew Baxter, Facilities Management Director
Barbara Hitzemann, Human Resources Director
Brent Wahl, Fleet Management Director
Jessica Bleser, Fiscal Services Director
Amielee Farrell, OMB Director
Todd Bayley, Chief Information Officer
Andrew Fossa, Emergency Management Director
Capt. Eric Seltzer, Emergency Services/911 Director

CR/kf

Revision No. 1
to Task Order No. 1-23
Crystal Springs Chlorine Booster Station
Pasco County Utilities
PCU 22-022.00

This Revision No. 1 to Task Order No. 1-23 is made by and between **PASCO COUNTY, FLORIDA**, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY" and **ARCADIS, U.S., INC.** referred to as "CONSULTANT".

WHEREAS, on January 10, 2023, the COUNTY approved Task Order No. 1-23 ("Task Order"), with CONSULTANT to render services and have completion of the services on January 12, 2026 (PCU 22-022.00); and

WHEREAS, the Agreement provided for an initial term through January 12, 2026; and

WHEREAS, an extension of the Task Order is needed for the Consultant to provide continued project management services.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereby mutually agree to Revision No. 1 to Task Order 1-23 as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. The term of the Task Order is amended to begin on January 10, 2023 and terminate at the time at which the upper limit of this Agreement is paid in full, the County terminates the Task Order, or June 30, 2028, whichever is earliest.

3. No Revisions to the Consultant's Compensation are necessary.

4. All the terms, covenants and conditions set forth in the Agreement except as specifically amended herein, are hereby ratified, approved and confirmed in their entirety.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this Amendment as of the date executed by the County.

Date: 11/24/25

For: PASCO COUNTY:

Michael Carballa, P.E., County Administrator

Approved as to Legal form and sufficiency

Assistant County Attorney

For CONSULTANT:

ARCADIS, U.S., INC.

By:

Name: Melissa L. Pomales

Title: Senior Vice President

NOTARY ACKNOWLEDGMENT

STATE OF Florida **}**
} ss
COUNTY OF Broward **}**

The foregoing instrument was acknowledged before me on October 1st, 2025, by means of: [✓] **physical presence** or [ ] **online notarization** by [Name] Melissa L. Pomales, who executed the foregoing instrument as [Title] Senior Vice President of [Corporation or Company Name] ARCADIS U.S., INC., a [✓] **corporation** or [ ] **limited liability company** organized under the laws of [State] Delaware, said person is (check one below): [ ] **Personally known to me**, or [✓] **Has produced** Driver License FL **as identification**.

Signature of person taking acknowledgment

Print Notary's Name

[Notary Stamp or Seal]

LUZ MYRIAM REYES CUBILLOS
Notary Public-State of Florida
Commission # HH 191581
My Commission Expires
October 27, 2025

(This line is required to be completed by §117.05, F.S.)

Revision No. 1
to Task Order No. 1-23

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0414 **DATE:** 1/20/2026

SUBJECT: Revision No. 1 to Task Order No. 3-24 – Carollo Engineers, Inc. – 2024 Pasco County Master Reuse System Master Plan (PCU 23-020.00) (UTD26-0097)

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0414 UTD26-0097 Revision No. 1 for Task Order No. 3-24 Package

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

TO: Mike J. Carballa, P.E.
County Administrator

FROM: Adolfo A. González, P.E.
Utilities Engineering Director
Adolfo A. Gonzalez, P.E. Digitally signed by Adolfo A. Gonzalez, P.E. Date: 2025.11.03 11:54:32 -05'00'

THRU: Branford N. Adumuah
Assistant County Administrator
Public Infrastructure
Branford N. Adumuah Digitally signed by Branford N. Adumuah Date: 2025.11.04 15:44:47 -05'00'

THRU: Joseph Amoah, Ph.D., P.E.
Utilities Director
Joseph K.O. Amoah Digitally signed by Joseph K.O. Amoah Date: 2025.11.03 12:16:24 -05'00'

DATE: November 3, 2025

FILE.: UTD26-0097

SUBJECT: Revision No. 1 to Task Order No. 3-24 – 2024 Pasco County Master Reuse System Master Plan – Carollo Engineers, Inc. (PCU 23-020.00) – No Additional Funding

REFERENCES: RSQ-DS-20-056, UTD24-0111

Please approve the attached Revision No. 1 to Task Order No. 3-24 with Carollo Engineers, Inc. (Engineer) for the update of the 2024 Pasco County Master Reuse System Master Plan. The Utilities Engineering and Contract Management Department is requesting a 147-day time extension to revise the contract completion date from November 4, 2025, to March 31, 2026. No additional funding is required.

This time extension is necessary to accommodate delays resulting from the recent extension of the Wastewater Master Plan completion date and the need to incorporate the most current and accurate available data into the 2024 Pasco County Master Reuse System Master Plan. Since the Wastewater Master Plan serves as an input to the Reclaimed Water Master Plan—specifically, projected wastewater flows inform projected reclaimed water supply—it was prudent to align the completion timelines of both master plans. The additional time will allow for a more thorough analysis and a resilient data-driven strategy for future reuse system development.

On January 13, 2021, the County Administrator, through delegation from the Board of County Commissioners (BCC), executed the Continuing Professional Services Agreement (RSQ-DS-20-056) with the Engineer for Continuing Professional Services.

On March 26, 2024, the BCC approved Task Order No. 3-24, which was negotiated to provide engineering services to collect, analyze, and prepare population projections, hydraulic engineering, and cost data. The Utilities Engineering & Contract Management Department supports the requested Revision No. 1 for Task Order No. 3-24 for time only and recommends approval..

The County Administrator has delegated authority to execute the attached documents pursuant to Article IV Division 2 of the Pasco County Code of Ordinances.

RECEIVED
NOV 21
PASCO COUNTY
ADMINISTRATION OFFICE

UTILITIES ENGINEERING AND CONTRACT MANAGEMENT DEPARTMENT
Utilities Administration Building | 19420 Central Blvd. | Land O' Lakes, FL 34637-7006

APPROVED: Date: 11-6-25

Carrie C. Roberts, Purchasing Director

APPROVED: Date: 11/24/25

Michael J. Carballa, P.E., County Administrator

Attachments: Revision No. 1 to Task Order No. 3-24 (Two Originals)

ec: Jordan R. Wolfgram, Sr. Assistant County Attorney
Jennifer Vigo, Capital Coordinator, Public Infrastructure Fiscal and Business Administration Department
Atef A. Hanna, P.E., Utilities Engineering Manager, Utilities Engineering & Contract Management

UTILITIES ENGINEERING & CONTRACT MANAGEMENT DEPARTMENT

813.235.6189 | Utilities Administration Building | 19420 Central Blvd. | Land O' Lakes, FL 34637-7006

Revision No. 1
to Task Order No. 3-24
2024 Pasco County Master Reuse System Master Plan
Pasco County Utilities
PCU 23-020.00

THIS REVISION NO. 1 is made by and between **PASCO COUNTY, FLORIDA**, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY" and **CAROLLO ENGINEERS, INC.** referred to as "CONSULTANT".

WHEREAS, on March 26, 2024, the COUNTY approved Task Order No. 3-24 ("Task Order") with CONSULTANT to render project management services with a completion date of November 4, 2025 (PCU 23-020.00); and

WHEREAS, due to extended data collection and review in population projections (Task 3 of the Project Schedule) and delays caused by two major hurricanes requiring COUNTY staff to support Emergency Operations Center activities, an extension of the Task Order is necessary to allow for continued services.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereby mutually agree to amend the Agreement as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. The term of the Task Order is amended to commence on March 26, 2024 and terminate on March 31, 2026, unless terminated as provided for in the Agreement.

3. No Revisions to the Consultant's Compensation are necessary.

4. All the terms, covenants and conditions set forth in the Task Order except as specifically amended herein, are hereby ratified, approved and confirmed in their entirety.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this Revision as of the date executed by the County.

By: _____

For: PASCO COUNTY:

Michael Carballa, P.E., County Administrator

Date: 11/24/25

For CONSULTANT:

CAROLLO ENGINEERS, INC.

By: _____

Name: JOSE ROJAS

Title: 10/09/25 AVP.

NOTARY ACKNOWLEDGMENT

STATE OF Florida **}**

} ss

COUNTY OF Hillsborough **}**

The foregoing instrument was acknowledged before me on October 9th, 20 25, by means of: [X] **physical presence** or [ ] **online notarization** by [Name] José A. Rojas, who executed the foregoing instrument as [Title] Principal Engineer, A.V.P of [Corporation or Company Name] Carollo Engineers Inc., a [X] **corporation** or [ ] **limited liability company** organized under the laws of [State] _____, said person is (check one below): [X] **Personally known to me**, or [ ] **Has produced** _____ **as identification**.

SULEIKA R TORRES
Notary Public - State of Florida
Commission # HH 347079
My Comm. Expires Jan 8, 2027
Bonded through National Notary Assn.

[Notary Stamp or Seal]

_____
Signature of person taking acknowledgment

Suleika R. Torres
Print Notary's Name

(This line is required to be completed by §117.05, F.S.)

Revision No. 1
to Task Order No. 3-24

Revision No. 1
to Task Order No. 3-24
2024 Pasco County Master Reuse System Master Plan
Pasco County Utilities
PCU 23-020.00

THIS REVISION NO. 1 is made by and between **PASCO COUNTY, FLORIDA**, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY" and **CAROLLO ENGINEERS, INC.** referred to as "CONSULTANT".

WHEREAS, on March 26, 2024, the COUNTY approved Task Order No. 3-24 ("Task Order") with CONSULTANT to render project management services with a completion date of November 4, 2025 (PCU 23-020.00); and

WHEREAS, due to extended data collection and review in population projections (Task 3 of the Project Schedule) and delays caused by two major hurricanes requiring COUNTY staff to support Emergency Operations Center activities, an extension of the Task Order is necessary to allow for continued services.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereby mutually agree to amend the Agreement as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. The term of the Task Order is amended to commence on March 26, 2024 and terminate on March 31, 2026, unless terminated as provided for in the Agreement.

3. No Revisions to the Consultant's Compensation are necessary.

4. All the terms, covenants and conditions set forth in the Task Order except as specifically amended herein, are hereby ratified, approved and confirmed in their entirety.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this Revision as of the date executed by the County.

By: _____

For: PASCO COUNTY:

Michael Carballa, P.E., County Administrator

Date: 11/24/25

For CONSULTANT:

CAROLLO ENGINEERS, INC.

By: _____

Name: JOSE ROJAS

Title: PRINCIPAL ENGINEER, AVP

NOTARY ACKNOWLEDGMENT

STATE OF Florida **}**

} ss

COUNTY OF Hillsborough **}**

The foregoing instrument was acknowledged before me on October 9th, 2025, by means of: [X] **physical presence** or [ ] **online notarization** by [Name] Jose A. Rojas, who executed the foregoing instrument as [Title] Principal Engineer, AVP of [Corporation or Company Name] Carollo Engineers Inc., a [X] **corporation** or [ ] **limited liability company** organized under the laws of [State] _____, said person is (check one below): [X] **Personally known to me**, or [ ] **Has produced** _____ **as identification**.

SULEIKA R TORRES
Notary Public - State of Florida
Commission # HH 347079
My Comm. Expires Jan 8, 2027
Bonded through National Notary Assn.

[Notary Stamp or Seal]

_____
Signature of person taking acknowledgment

Suleika R. Torres
Print Notary's Name

(This line is required to be completed by §117.05, F.S.)

Revision No. 1
to Task Order No. 3-24

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** NI26-0427 **DATE:** 1/20/2026

SUBJECT: Receive and File Tier Determination (MSTRGR-2025-00026)

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0427 Tier Determination MSTRGR-2025-00026

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

SENT VIA EMAIL
kwood@clinellc.com

November 5, 2025

RE: Tier Determination Application ("MSTRGR-2025-00026") – 1526 Meadow Pointe Blvd. Proposed Parcel I.D. No.(s): 34 26 20 0000 00100 0020 – Proposed 166-foot above-ground-level (AGL) monopole

Dear Ms. Wood:

The Planning, Development and Economic Growth Department (PDE) is in receipt of your request for a Tier Two Determination for an existing Wireless Communication Facility (WCF) extension and expansion located at 1526 Meadow Point Blvd (MSTRGR-2025-00026), which was deemed complete on September 11, 2025. The proposal is to add a 20-foot extension for T-Mobile to an existing 146-foot monopole for a total height of 166 feet.

On July 3, 2008, this WCF was originally permitted as a 150-foot monopole flagpole (Permit # 675908). The finished tower came in at 146 feet. Pursuant to Land Development Code (LDC), Section 1002.6., Tier Two, specifically LDC, Section 1002.6.B.1, existing cell towers limited to a height increase of less than 20 feet in a RES-3 (Residential 3 – du/ga) Future Land Use (FLU) shall be reviewed as Tier Two cell tower.

Based on this review, PDE determined that the proposed 20-foot extension qualifies for review as a Tier Two WCF and has been completed in accordance with LDC, Section 1102.14., Review Timeframes (B.). As the tower was initially permitted as a 150-foot cell tower, but constructed at 146 feet, the request to increase the height is permitted and shall cannot exceed 166 feet.

The owner/applicant shall comply with all requirements to complete the Tier Two review, as outlined in the LDC, including, but not limited to:

- LDC, Section 1002.12, Notice of Preliminary Site Plan Filing for a Tier Two Wireless Communications Facility.

- No sooner than three (3) days prior to applying for a preliminary site plan (PSP) review for a Tier Two tower, the applicant shall provide written notice of the filing of the application to all of the property owner(s) within a distance of 500 feet of the subject property line ("noticed property owners"). The notice must be mailed with the Certificate of Mailing to provide evidence of the mailing date to the property owners noticed. Proof of such notice shall be included with the application for PSP.

    - Notice shall contain:
        - Basic description of the proposed tower;
        - Address and/or property identification number;
        - Map or description of where the tower is to be located on the parcel;
        - Contact information for the applicant's representative;
        - County address where written objections may be filed in accordance with LDC Section 407.1; and
        - A statement using this language (LDC Section 1002.12):

NOTICE

A Tier Two application for an administrative site plan review under the Pasco County Land Development Code, Section 1002.4, has been submitted for this proposed tower. If you have any questions about this application, you are encouraged to contact the applicant's representative. If you believe this application does not meet the applicable requirements of the Pasco County Land Development Code, Section 1002.6, you have the right to appeal the Zoning Administrator's Determination that this application meets the criteria for a Tier Two review. To appeal this determination, you must file an appeal in accordance with the Land Development Code Section 407.1 within 30 days of the mailing date of this letter.

- LDC, Section 1002.8, Development Standards (B., C.) – No approved unbuilt towers within 1,500 feet and no existing towers or other structures within the search ring available and Screening and Landscaping and Parking and Access.

- LDC, Section 1002.9, Submittal Requirements. A Copy of the applicable FCC license or authorization of the communications provider.

- LDC, Section 1002.9.B, Tier Two Applications for New Towers (notice).

- LDC, Section 1002.9.C, Tier Two and Tier Three Applications for New Towers (search ring, inventoried towers, etc.)

- LDC, Section 1002.11, Tier Confirmation Notification. If a preliminary site plan for the Tier Confirmation site has not been approved within one year of the Tier Confirmation, or if the preliminary site plan for the Tier Confirmation site expires, then said Tier Confirmation shall

be considered expired.

- LDC, Section 1002.13, Expert Review fees.

For the purposes of submitting for a preliminary site plan, which shall be submitted through Accela, the applicant shall also submit the items required by LDC, Section 403.3, Preliminary Site Plans.

If you require additional information, you may contact this office at the below-listed phone number. Thank you,

Sincerely,

Nectarios C. Pittos, AICP, CPM
Planning Services Director

David H. Engel, MCPR, AICP
Planning, Development and
Economic Growth Director

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0432 **DATE:** 1/20/2026

SUBJECT: Confidential Exempt Purchase – Cybersecurity

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0432 Confidential Packet

From:	Mike J. Carballa
To:	Erik Breitenbach
Cc:	Carrie C. Roberts; Kimberlie Miller; Tammy A. Hummer; Kimberly Feeney
Subject:	Re: CONF - Request for Admin Approval - [redacted] - $222,818.00
Date:	Wednesday, October 22, 2025 11:10:11 AM
Attachments:	image001.png image002.png image004.png

Approved.

Get Outlook for Mac

From: Erik Breitenbach <ebreitenbach@pascocountyfl.net>
Date: Monday, October 20, 2025 at 12:55 PM
To: Mike J. Carballa <mcarballa@pascocountyfl.net>
Cc: Carrie C. Roberts <croberts@pascocountyfl.net>, Kimberlie Miller <kimmiller@pascocountyfl.net>, Tammy A. Hummer <thummer@pascocountyfl.net>, Kimberly Feeney <kfeeney@pascocountyfl.net>
Subject: FW: CONF - Request for Admin Approval - [redacted] - $222,818.00

Mike –

Forwarded recommending approval.

Vr,
Erik

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

Erik K. Breitenbach, PE
Assistant County Administrator
Internal Services
Pasco County
P 727-847-8198
7536 State Street,
New Port Richey, FL 34654
ebreitenbach@pascocountyfl.net
www.pascocountyfl.net

"Serving our community to create a better future."

From: Kimberly Feeney <kfeeney@pascocountyfl.net>
Sent: Friday, October 17, 2025 15:28
To: Erik Breitenbach <ebreitenbach@pascocountyfl.net>
Cc: Carrie C. Roberts <croberts@pascocountyfl.net>; Kimberlie Miller <kimmiller@pascocountyfl.net>; Tammy A. Hummer <thummer@pascocountyfl.net>
Subject: CONF - Request for Admin Approval - [redacted] - $222,818.00
Importance: High

CONFIDENTIAL – FL STATUTE 119.0725

REQUESTING DEPARTMENT: Utilities Operations & Maintenance

AMOUNT: $222,818.00
Authority for the County Admin to approve this item is pursuant to Code Section 2-110(b) Awards of Cybersecurity Purchases.

VENDOR: [redacted]

DESCRIPTION OF GOODS AND/OR SERVICES: [redacted]

TYPE OF PURCHASE: Exception Purchase utilizing Exemption category (d) for goods and services related to Cybersecurity.

JUSTIFICATION: Exception to solicitation per Confidential/Cybersecurity requirements per Florida Statute. The purchase is for [redacted] which is critical operational technology used by Utilities O&M Water and Wastewater facilities.

ATTACHMENTS:

1. Exempt Purchase Form
2. Vendor Quote
3. CAO Approval

Mr. Breitenbach: Please forward to Mr. Carballa with "APPROVED" or "DISAPPROVED."

Mr. Carballa: Please reply to kfeeney@pascocountyfl.net with "APPROVED" or "DISAPPROVED."

Thank you,

PASCO County Florida
Open Spaces, Quality Places

Kimberlie Miller, MBA, CPM, CPPB
Assistant Purchasing Director
Purchasing Department
Pasco County

P 727-473-0047
7536 State Street
New Port Richey, FL 34654
kimmiller@pascocountyfl.net
www.pascocountyfl.net

"Serving our community to create a better future."

The information transmitted, including attachments, is intended only for the person(s) or entity to which it is addressed and may contain material that is confidential, privileged and/or exempt from disclosure under applicable law. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and destroy any copies of this information. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

PASCO COUNTY FLORIDA

Purchasing EXCEPTION Form

This form MUST be submitted when a Department intends to utilize an exception to open competition. All backup documentation, including justification for the exception must be submitted with this form.

Buyer/PA: Kimberlie Miller Date: June 6, 2025

Req #: _____ Dollar Amount: $222,818.00

Vendor: [redacted]

Description of item(s) or service(s) to be purchased: [redacted]

[redacted]

X **CONFIDENTIAL PURCHASE** (complies with detailed requirements stated in Fla. Stat. sec.119.0725) *

Select the appropriate EXCEPTION (Select ONLY 1 of the following: Sole Source, Cooperative, Florida Term Contract, Piggy Back OR Exempt)

____ **Sole Source:** (provide sole source justification and current Sole Source letter from the vendor)

____ **Cooperative Purchase:** Cooperative:_____ Contract #:_____

____ **Florida State Term Contract** (issued by Department of Management Services only) #: _____

____ **Piggyback:**

____ Non-DMS Florida Contracts: Agency:_____ Contract #:_____

____ Other Government Contract: Agency:_____ Contract #:_____

X **Exempt Purchase** (Dept. is responsible for verifying the request complies with detailed requirements stated Ordinance Sec. 2-103):

____ b. The Good or Service is subject to a trial program by the County;

____ c. Utilizing a competitive process will be detrimental to timely securing of needed Goods/ Services;

X d. It is a purchase of Goods or Services related to Cybersecurity as defined in section 119.0725, Florida Statutes *

____ e. There exists only one responsible vendor including one manufacturer or sales representative;

____ f. Although there exists more than one responsible source, a competitive process cannot reasonably be used or, if used, will result in a substantially higher cost to the County, will otherwise injure the County's financial interests or will substantially impede the County's administrative functions or the delivery of services to the public;

____ g. Is required to maintain interchangeability or compatibility and available from only one source;

____ h. Is required to standardize or maintain standardization;

____ i. Is required to match materials in use, so as to produce visual harmony;

____ j. Is prescribed by a Professional or Consultant;

____ k. Is required to enable use by a specific individual;

____ l. Is the subject of a change order and/or contract modification when not practical to engage another contractor;

PASCO COUNTY FLORIDA

____	m.	Renewal of software licenses & associated maintenance and support services;
____	n.	Extensions of an existing contracts or renewals of an existing contract;
____	o.	Membership dues/fees for trade, professional, legal, government associations;
____	p.	Conference/workshop registrations, training classes, certification/testing;
____	q.	Speakers, lecturers, musicians, actors/performing artists; artistic services;
____	r.	Maintenance, training, services, parts and/or warranties for existing equipment and systems provided by the original equipment manufacturer (OEM) or sole authorized agent;
____	s.	Franchised garbage service, utilities and other related natural monopolies;
____	t.	Registrations, licenses, certifications, permits, tolls, fees and other regulatory requirements;
____	u.	Goods and/or Services provided by other public (government)agencies (including universities);
____	v.	Advertising;
____	w.	Postage and parcel services;
____	x.	Medical and veterinary Goods and Services, and pharmaceuticals;
____	y.	Purchase of library books, reference books and materials;
____	z.	Professional Services;
____	aa.	Legal Services selected by the County Attorney;
____	bb.	Employee recruitment services;
____	cc.	Goods or Services provided by a non-profit organization (as defined by Florida Statute Chapter 617);

Describe the JUSTIFICATION for the selected EXCEPTION:

This confidential purchase exemption request is for [redacted] which is a critical operational technology used by the Utilities Operations & Maintenance Water & Wastewater facilities to operate the Lift Stations via [redacted] As defined in FL Statute 119.0725, this is considered a critical operational technology that, if compromised, could cause severe and catastrophic harm to Pasco County and its citizens by altering the water quality via a cyber-breach or cyber-attack against the [redacted]

Department Signatures:

Printed	Signature	Date
Stewart Shook	"Approved By" Stewart Shook Digitally signed by "Approved By" Stewart Shook Date: 2025.06.18 15:01:41 -04'00'	6/18/2025

Purchasing Director Approval:

Printed	Signature	Date
		6/19/25

***Chief Information Officer Approval (required if "CONFIDENTIAL ITEM" or item "d" above is selected):**

Printed	Signature	Date
Todd Bayley	Todd Bayley	6/19/2025

November 2023

[redacted]

QUOTE NO. [redacted]
CIP R&R
PASCO COUNTY UTILITIES
SEPTEMBER 30, 2025

Thank you for the opportunity to submit a quotation for the [redacted] and parts listed below. This quotation does not include installation services. Pricing is based on the assumption that the County will pick up the parts at our facility in [redacted]. If delivery is required, applicable shipping charges will be added at the time of invoice.

Should you have any questions or require additional information, please contact me a[redacted].

Sincerely,

[redacted]

BILL OF MATERIAL:

1. (15) [redacted] @ $11,961.00 each.....$179,415.00
   Each [redacted] includes the following:
   (1) [redacted]
   (1) [redacted]
   (1) [redacted]
   (1) [redacted]
   (1) [redacted]
   (1) [redacted]
   (1) [redacted]
   (1) [redacted]
   (1) [redacted]
   (3) [redacted]
   (1) [redacted] na
   (1) [redacted]

(1) [redacted].....$6,054.00
(1) [redacted].....$2,574.00
(5) [redacted] @ $6,955.00 each $34,775.00
[redacted] includes the following:
[redacted]

[redacted] - MADE IN THE USA WITH PRIDE

[redacted]

[redacted]

Qty	Item
1	[redacted]
1	
2	
4	
4	
4	N
1	
4	

[redacted]

LEAD TIME

Submittal: Approximately 60 days after acceptance of the order and any required documentation.
Equipment: Approximately 150 days after receipt of approved submittal.

[redacted] - MADE IN THE USA WITH PRIDE

[redacted]

PRICING & TERMS:

This quotation totals $222,818.00, plus shipping and any applicable taxes. Please review the Quotation Notes listed below. The estimated lead time is approximately 45 days from receipt of order for all items, except for the [redacted], which are addressed in the section above. Partial billing will occur as the products are provided. Payment terms are NET 45. This quotation will be honored for 90 days.

QUOTATION NOTES:

1. Only those parts specifically listed above are included in this quotation.
2. The minimum order value is $200.00.
3. All applicable taxes must be added to the quotation total.
4. The estimated ship dates are subject to change based on component availability, global supply chain constraints, or credit review.
5. This quotation does not include onsite service.
6. All items shipped will be billed at the time of shipment or pickup by the customer. Shipping charges are not included in pricing.
7. [redacted] adds a surcharge of 3.5% on all invoices paid using MasterCard and/or Visa credit cards.
8. [redacted]-branded products carry a one (1) year warranty against defects in material and workmanship. All [redacted] carry an extended two (2) year return-to-factory warranty and are covered against damage due to lightning and surge for the entire warranty period when installed per factory-approved requirements.
9. This quotation is made subject to the following terms and conditions dated September 30, 2025 (14 pages).

Terms & Conditions

Updated September 30, 2025

1. Definitions. "Buyer" means the party purchasing goods or services pursuant to these Terms and Conditions of Sale ("Terms and Conditions"). [redacted] goods, software, services, and advisory services sold or otherwise provided pursuant to these Terms and Conditions.

2. Controlling Provisions.
Generally. This document, including the provisions in [redacted] quotation, proposal, price list, acknowledgment and invoice, and [redacted] Limited Warranties described in Section 12 (the "Agreement") constitutes an offer by [redacted] to provide the Goods to Buyer. If this document is deemed an acceptance of a prior offer by Buyer, such acceptance is limited to the express terms contained in this Agreement. Buyer's acceptance of this offer is limited to the terms, covenants and conditions contained in this offer. [redacted] hereby objects to and rejects any additional, different or varying terms proposed by Buyer, regardless of whether or when Buyer submitted its purchase order or such terms. Such proposal of additional, different or varying terms by Buyer shall not operate as a rejection of [redacted] offer, and [redacted] offer shall be deemed accepted without such additional, different or varying terms. Fulfillment of Buyer's order does not constitute acceptance of Buyer's terms and conditions and does not serve to modify this Agreement. **THIS AGREEMENT CONSTITUTES THE FINAL EXPRESSION OF THE AGREEMENT BETWEEN [redacted] AND BUYER REGARDING THE GOODS AND IT IS A COMPLETE AND EXCLUSIVE STATEMENT OF THAT AGREEMENT. ANY TERMS, CONDITIONS, NEGOTIATIONS OR UNDERSTANDINGS WHICH ARE NOT CONTAINED IN THIS AGREEMENT SHALL HAVE NO FORCE OF EFFECT UNLESS MADE IN WRITING AND SIGNED BY BUYER AND AN AUTHORIZED OFFICER OF** [redacted] sales representatives do not have authority to change this Agreement. [redacted] reserves the right to correct clerical errors in its documents. It is the express wish of the parties that this document and any related documents be drafted in English.

Acceptance. Buyer shall be deemed to have made an unqualified acceptance of this offer and the Agreement on the earliest of the following to occur: (a) [redacted] receipt of a copy of this Agreement (or any document incorporating this Agreement)signed by Buyer, (b) Buyer's order of Goods after receiving notice of this Agreement, (c) Buyer's payment of any amounts due under this Agreement, (d) Buyer's delivery to [redacted] of any material to be furnished by Buyer, (e) [redacted] delivery of the Goods following Buyer's order, (f) Buyer's failure to notify [redacted] to the contrary within ten (10) days of receipt of this Agreement, or (g) any other event constituting acceptance under applicable law.

3. Storage. If the Goods are not shipped within fifteen (15) days after notification to Buyer that they are ready for shipping, for any reason beyond [redacted] reasonable control,

including without limitation Buyer's failure to give shipping instructions, [redacted] may store such Goods, at Buyer's risk, in a warehouse or yard located on [redacted] premises, and [redacted] may at its sole discretion charge Buyer and Buyer shall pay all handling, transportation and storage costs at the prevailing commercial rates upon submission of invoices on the stored Goods.

4. Prices. Unless stated otherwise in a governing quotation or tender, prices are stated and payable in U.S. dollars or Euros [redacted] Facility (pursuant to Incoterms 2020 of the International Chamber of Commerce, as amended or restated from time to time ["Incoterms"]). All prices are subject to change based on [redacted] selling prices in effect as of the date of shipment. [redacted] reserves the right, upon notice to Buyer, to revise selling prices to adjust for changes in laws, such as changes to taxes, tariffs, fees, trade penalties, or any and all other government required duties on goods or services. Quoted prices are firm for acceptance, via an order, within the effective dates provided in the quote, shipping within sixty (60) days past the expiration of the quote. Prices quoted for blanket orders are subject to review and retroactive adjustment, if necessary, based on actual quantities shipped. Written quotations are void unless accepted within the effective dates listed on the quotation and are subject to earlier change upon notice from [redacted] Other [redacted] publications are maintained as sources of information and are not quotations or offers to sell.

5. Taxes. All prices are exclusive of all sales, use, value added, customs and excise taxes, and any other taxes, duties, fees and charges of any kind imposed by any governmental authority in connection with this Agreement.

6. Title and Risk of Loss. All Goods are shipped [redacted] Facility (pursuant to Incoterms 2020 of the International Chamber of Commerce, as amended or restated from time to time). Buyer is responsible for all delivery charges for Goods. Title and risk of loss or damage to Goods passes to Buyer when Goods are moved from [redacted] dock into the conveyance vehicle for transport.

7. Payment Terms. Buyer shall pay all invoices within forty five (45) days of the invoice date. [redacted] reserves the right to establish credit limits for Buyer and may require full or partial payment prior to shipment of any Goods or commencement of any services provided hereunder. All payments shall be made via payment methods allowed by [redacted] according to instructions provided by [redacted]. For Buyers outside the U.S., [redacted] may require cash in advance or a Letter of Credit for payment or security in a form acceptable to [redacted]. If Buyer does not pay [redacted] any amount due under this Agreement or any other Agreement when such amount is due or if Buyer defaults in the performance of this Agreement, [redacted] may, without incurring liability to Buyer and without prejudice to [redacted] other lawful remedies (a) terminate [redacted] obligations under this Agreement, (b) declare immediately and due payable all Buyer's obligations to [redacted], (c) change credit terms with respect to any further work or deliveries, and/or (d) suspend or discontinue any further work or deliveries. Buyer agrees to reimburse [redacted] for all costs and fees including, without limitation, attorneys' fees incurred by [redacted] in collecting any sum owed by Buyer to [redacted]. Any invoices

which Buyer does not pay within the time provided in this Agreement shall bear interest at the lower of (i) one and a half percent (1.5%) per month up to a maximum of eighteen percent (18%) per year; or (ii) the highest rate permitted by applicable law. Buyer shall not set off amounts due to [redacted] against claims against [redacted]

8. Packaging. [redacted] reserves the right to select the manner in which Goods are packaged. Special requirements for packing will be subject to extra charges.

9. Delivery. Shipping dates and completion dates quoted by [redacted] are made in good faith but are not guaranteed; [redacted] reserves the right to extend shipping dates as it deems necessary in its sole discretion, without incurring liability to Buyer and to make delivery in installments. Time for delivery is of the essence. In the absence of shipping instructions from Buyer, [redacted] will use its discretion as to the selection of shipping services and routings. Installation of Goods is the responsibility of the Buyer unless otherwise agreed in writing. Buyer is responsible for following all applicable installation instructions, guides, or other documentation. [redacted] is not responsible or liable for product that is installed or maintained improperly. [redacted] ships all products FOB – Factory within the United States (unless otherwise agreed to in writing, upon receipt of shipment, Buyer must inspect the goods for damage, shortage, or nonconformance. Buyer will make note of damage on the carrier's delivery receipt. Claims for shortages or other errors must be made in writing to [redacted] within seven (7) days after receipt of shipment and claims for concealed damage must be made to [redacted] within fifteen (15) days after receipt of shipment. Failure to give such notice shall constitutes unqualified acceptance and a waiver of all such claims by Buyer. When the Buyer's carrier and account are used for transit, the Buyer shall be responsible for any claims made for visible and concealed damage and/or loss of partial or complete shipment.

10. Force Majeure. Neither party to the Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, cybercrime, fire, flood, earthquake, explosion, action of the elements, acts of God, epidemic, pandemic, or other health crises, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage ("Cause"). Any delay that results from a Cause shall last only as long as the Cause remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays. The delayed party must notify the other party promptly upon the occurrence of any Cause (or performance by the delayed party will not be considered excused pursuant to this paragraph), and must inform the other party of its plans to resume performance. In addition, any Cause resulting in impossibility to perform by a party shall be relayed to the other party promptly upon the occurrence of the Cause.

11. Orders; Changes and Cancellations. Buyer's orders or mutually agreed change orders shall be subject to all provisions of this Agreement, whether or not the order or change

order so states. No order shall be binding upon [redacted] until received and accepted by [redacted] in its sole discretion. Minimum order value is $200 U.S.D. Orders submitted to [redacted] may not be cancelled or amended, or deliveries deferred, by Buyer except with [redacted] prior written consent. For orders of less than $10,000, cancellation may be provided prior to shipment upon [redacted] approval. Any order that has a value greater than $10,000 and is cancelled, shall have a 15% restocking fee. Neither Buyer's acceptance of this offer nor any conduct by [redacted] (including but not limited to shipment of Goods) will oblige [redacted] to sell to Buyer any quantity of Goods in excess of the quantity that Buyer has committed to purchase from [redacted] at the time of such acceptance or conduct. Due to continuous efforts to improve and redesign of our products and technology solutions, [redacted] reserves the right to provide our newest product solutions as an alternative to the quoted or ordered Goods, provided they are in conformance with the requirements of any agreed specifications and do not exceed the prices quoted.

12. Limited Warranties. The equipment components of the [redacted] are warranted free from material defects of material and workmanship for a period of one (1) year from the date of installation. Unless otherwise stated, the [redacted] warranty herein is a parts only warranty. Should the Buyer discover any condition that might invoke a warranty claim, they are to expeditiously and without delay notify the [redacted] Technical Services group. Upon notification, [redacted] will assess and instruct the user on follow-on actions. Should a component fail as a result of a defect in material or workmanship, [redacted] will replace the component or repair it at the [redacted] location. For all valid warranty claims, as determined by [redacted] reasonable freight charges to and from Buyer shall be paid by [redacted]. In all cases, [redacted] shall determine the shipping method and/or carrier unless otherwise agreed to in writing by Buyer and [redacted] Upon approval of a warranty failure by [redacted] [redacted] will either repair or replace the defective component at [redacted] sole discretion.The foregoing warranty is exclusive. Repair or replacement in the manner provided above shall be the sole and exclusive remedy for breach of warranty and shall constitute fulfillment of all liabilities of [redacted] with respect to the quality and performance of the products. This warranty does not cover damage or repairs or replacements by any cause beyond the control of [redacted], including acts of nature, improper use, lack of proper maintenance, vandalism, or unauthorized repair. [redacted] shall not be liable for any actual, exemplary, indirect or consequential damages, including damages for loss of goodwill or profits and/or losses, that stem from a failure or malfunction of the [redacted] system. [redacted] does not provide traffic control. Buyer must provide traffic control for installation and servicing of all units.

Generally.
THE WARRANTIES IN THIS SECTION ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO GOODS SOLD OR OTHERWISE PROVIDED BY [redacted]. [redacted] EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON- INFRINGEMENT, AND ANY WARRANTIES ARISING FROM

COURSE OF DEALING OR USAGE OF TRADE.

Where [redacted] provides recommendations to Buyer to address or mitigate issues identified by the Buyer, Buyer acknowledges that [redacted] will not have access to the full operational aspects and attributes of the Buyer's network. [redacted] is not a certified consultant and does not provide consulting services unless specifically contracted. All Goods are selected by the Customer and [redacted] recommendations do not constitute a requirement for purchase. [redacted] does not warrant that its product recommendations are an adequate solution for any identified or unidentified Customer issues.

Buyer's Obligations. Buyer must satisfy the following obligations in order to be eligible for coverage by the applicable warranty. Prior to using or permitting use of the Goods, Buyer shall determine the suitability of the Goods for the intended use and Buyer assumes all risk and liability whatsoever in connection therewith. Buyer agrees that [redacted] has no post–sale duty to warn Buyer or any other party about any matter or, if such duty exists, [redacted] satisfies that duty by providing any required warnings only to Buyer. Buyer assumes all post–sale duty to warn its customers. Buyer agrees to test and evaluate Goods promptly upon receipt to ensure compliance with all specifications, quality requirements and other requirements of Buyer's application. [redacted] does not guaranty the accuracy of information given and recommendations made as to suitability of Goods for Buyer's application or operating conditions. Nothing shall be construed to imply the nonexistence of any relevant patents or to constitute a permission, inducement or recommendation to practice any invention covered by any patent without authority from the patent owner

13. Intellectual Property. No Intellectual Property (as defined below) is assigned to Buyer hereunder. [redacted] shall own or continue to own all Intellectual Property used or created in the course of performing this Agreement. To the extent, if any, that any ownership interest in and to such Intellectual Property does not automatically vest in [redacted], and instead vests in Buyer, Buyer agrees to grant and assign and hereby does grant and assign to [redacted] all right, title and interest that Buyer may have in and to such Intellectual Property. Buyer agrees not to reverse engineer any Goods purchased or provided hereunder. This includes the reverse engineering of software, source code, or other proprietary elements that [redacted] provides to Buyer. "**Intellectual Property**" means patents and patent applications, inventions, developments and discoveries, whether or not patentable or copyrightable, trademarks, service marks, trade dress, copyrights, trade secrets, designs, drawings, specifications, database rights, rights in and to confidential information and know-how, and any rights analogous to the same anywhere in the world and existing at any time in the Goods or arising out of or relative to the design or manufacture of the Goods or the provision of services, and all other Intellectual Property and proprietary rights.
Any use of [redacted] or its affiliates' or suppliers' trademarks in advertisements or promotion must be preapproved in writing by [redacted] r. Buyer agrees to take all steps which [redacted] may from time to time consider to be necessary to perfect or protect [redacted] or its affiliates' or suppliers' rights in [redacted] Intellectual Property including, without limitation, executing all necessary assignments, declarations, and other

documents requested by [redacted] from time to time. Upon expiration or termination of this Agreement for any reason, Buyer shall take such steps and execute such documents as [redacted] requests to cause [redacted] or its affiliates or suppliers to own all rights in the Intellectual Property and to terminate any rights Buyer or its affiliates may have to use the Intellectual Property. Buyer shall inform [redacted] promptly of any potential or actual infringement of any of [redacted] or its affiliates' or suppliers' Intellectual Property and shall provide all assistance and information required by [redacted], at [redacted] expense, in connection with any such infringement.

14. Compliance with Laws. Buyer agrees to familiarize itself with and comply with all laws and regulations now or hereafter in effect and applicable to the purchase, transport, use, supply, storage, sale, offer for sale, lease and/or disposal of the Goods ("Laws") including, without limitation, to the extent applicable, the U.S. Foreign Corrupt Practices Act and all other anti-bribery laws, all U.S. anti-boycott laws, and the U.S. Export Administration Act and all regulations thereunder.

If Buyer or its affiliates, agents or representatives engages a freight forwarder or similar service provider, Buyer shall provide [redacted] with copies of freight forwarder (or similar) records regarding Goods exports promptly upon request.

Buyer shall promptly notify [redacted] in writing if Buyer receives notice of or otherwise has reason to believe that a violation of any applicable trade laws has occurred or is likely to occur.Buyer assumes all risk with respect to compliance of Goods with applicable Laws (including without limitation all environmental laws in any jurisdiction).

Buyer acknowledges that certain Goods may have restrictions on who can purchase, transport, use, supply, store, sell, offer for sale, lease and/or dispose of ("Actions") the Goods and on how and where such Actions may take place. Buyer agrees to be responsible for determining who may take such Actions and how and where such Actions may take place after [redacted] delivery hereunder, and further agrees to ensure that its customers comply with such requirements.

By accepting this Agreement, Buyer confirms that:

- Buyer understands that Goods provided by [redacted] are subject to U.S. export control laws and regulations, including, without limitation, the International Traffic in Arms Regulation (ITAR) or the Export Administration Regulations;
- Buyer will comply with all applicable U.S., EU, and UN laws and regulations and any other laws, regulations, or orders of similar effect enforced any other applicable jurisdiction whenever we export, re-export, or transfer Product(s) acquired from [redacted], insofar as it does not infringe any applicable anti-boycott rule, and acknowledges that the controlling laws and regulations may be amended from time to time;
- Buyer acknowledges that U.S. law prohibits the sale, transfer, export, re-export, or

participation in any export transaction involving [redacted] Goods with individuals or companies listed in the United Nations Financial Sanctions List, Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, U.S. Department of Commerce's Denied Persons List, Entity List, or Unverified List; the U.S. Department of State Nonproliferation Sanctions, AECA Debarred List; U.S. Department of Treasury's Specially Designated Nationals, Foreign Sanctions Evaders List, Sectoral Sanctions Identifications (SSI) List, Palestinian Legislative Council (PLC) List, The List of Foreign Financial Institutions Subject to Part 561 List, and Blocked Persons Lists; and any additional lists added by the U.S. Government. Buyer will not transfer, export, or re-export, directly or indirectly to any party identified on a restricted party list published by the U.S. government, European Union, or any other government, or to any party otherwise prohibited under any applicable law from receiving [redacted] Goods;

- Buyer will not use, sell, transfer, export or re-export [redacted] Goods for use in any activity related to the development, production, use, stockpiling, maintenance, or proliferation of weapons of mass destruction, including, without limitation, uses related to nuclear, chemical or biological weapons (i.e. the nuclear, chemical or biological materials/substances themselves could be used in weapons and/or the weapon delivery systems for those materials/substances) ("Weapons"), and that Buyer will not transfer, divert, export, or re-export, directly or indirectly, Goods, including any products developed or manufactured using [redacted] Goods, to any party engaged in any such activity, nor use such Goods in any facilities that are engaged in activities related to such Weapons.

  This restriction also includes, but is not limited to:
  - nuclear explosive activities, safeguarded and unsafeguarded nuclear activities
  - rocket systems or unmanned air vehicles
  - maritime nuclear propulsion;
- If Buyer is subsequently engaged in the use, development, production, transfer, export or re-export of any [redacted], Buyer acknowledges that it may be subject to and responsible for the export licensing requirements of the U.S. government or any other government;
- Buyer acknowledges that it may receive Goods from [redacted] exported under a written authorization from the U.S. government or any other government and acknowledge that it may be subject to and responsible for conditions subject to this written authorization and/or be subject to and responsible for the re-export licensing requirements applicable to the U.S. government's or any other government's written authorization;
- Buyer will comply with all applicable laws and regulations whenever Buyer transfers, exports, or re-export Goods obtained from [redacted], and Buyer acknowledges that the controlling laws and regulations may be amended from time to time; and
- Buyer will provide [redacted] with information regarding end-user, end-use, and

country of ultimate destination if purchasing [redacted] Goods for anything other than stock inventory.

Buyer acknowledges that [redacted] shall file all export formalities related to all export sales from the U.S. including exports where Buyer designates the freight forwarder, unless Buyer is otherwise instructed or notified by [redacted] in writing from the Global Logistics Department. Export formalities include, but are not limited to, preparing and filing the electronic export information ("EEI"), and obtaining any necessary export licenses. [redacted] shall ensure the goods are properly documented, cleared for export, and meet all requirements for lawful exportation. Buyer, or their freight forwarder, shall provide any necessary information or documentation requested by [redacted] to facilitate the export process, including, but not limited to, supplying the export EEI information, the onboard billing of lading/airway bill and notification of any split shipments, destination, consignee or ultimate consignee changes.

Buyer acknowledges the export transactions from the U.S. that are routed export transactions (RET) as defined in the U.S. Export Administration Regulations, 15 C.F.R. § 772.1 and the Federal Trade Regulations, 15 C.F.R. § 30.1(c) will only be transacted under [redacted] Facility U.S. (Incoterms 2020). Buyer, as the foreign party, shall be considered the Foreign Principal Party in Interest ("FPPI") for these transactions, and as the FPPI authorizes their U.S. agent to facilitate the export of items from the U.S. on the Buyer's behalf and prepare and file the EEI. Buyer shall comply with 15 C.F.R. § 30.3(e)(2) and 758.1(h)(1)(i) by supplying their U.S. agent with a power of attorney or other form of written authorization and shall provide a copy to [redacted] at time the order is placed. Buyer shall also instruct their U.S. agent to provide [redacted] a copy of the EEI transaction and the onboard bill of lading/airway bill. [redacted] will provide all EEI data elements to Buyer's U.S. agent as required under 15 C.F.R. § 30.3(e)(1) to complete the EEI filing.

15. Customer Validation. [redacted] reserves the right to determine OEM qualifications of any and all buyers to request end customer invoicing in situations where project pricing may have been granted by the factory. [redacted] reserves the right to determine market definition of any and all buyers and to employ third-party sources, including SIC codes, and/or information about the application or products purchased to determine market definition.

16. Nuclear Disclaimer. The Goods are not intended for use in connection with any nuclear facility or activity unless covered by a specific quotation where the conditions of such usage will be detailed. If the Goods are used in a nuclear facility or activity without a supporting quotation, [redacted] disclaims all liability for any damage, injury or contamination and Buyer shall indemnify and hold [redacted], its shareholders, directors, officers, agents, employees, successors, assigns and customers, whether direct or indirect, harmless from and against any and all Losses (as defined in Section 17) which they, any of them, may sustain or incur, whether as a result of breach of contract, warranty, tort (including negligence), strict liability or other theories of law, by reason of such use. The foregoing shall not be deemed to imply or impose liability on [redacted] where the Goods

are used in a nuclear facility or activity with a supporting quotation; all limitations and exclusions in this Agreement and in [redacted] Limited Warranty shall apply.

17. Limitation of Liability.

Cap on Liability. [redacted] aggregate liability in any and all claims and causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the total amount paid by Buyer to [redacted] under this Agreement, whether the Causes of Action are in tort including, without limitation, negligence or strict liability, in contract, under statute or otherwise.

Limitation and Exclusion of Damages. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, [redacted] LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. [redacted] SHALL NOT BE LIABLE FOR: (I) ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, DIRECT OR INDIRECT LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, SHUTDOWN OR SLOWDOWN COSTS, OR LOSSES RELATING TO COLLATERAL CONTRACTS, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE; (II) ANY IN/OUT COSTS; (III) ANY MANUAL METER READING COSTS AND EXPENSES NOR (IV) ANY COSTS AND EXPENSES TO REMOVE PRODUCT FOR WARRANTY ANALYSIS, OR RE-INSTALLATION COSTS AND EXPENSES; "IN/OUT COSTS" MEANS ANY COSTS OR EXPENSES INCURRED BY BUYER IN TRANSPORTING GOOD BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES. "END USER" MEANS ANY END USER OF THE WATER OR GAS THAT PAYS BUYER FOR THE CONSUMPTION OF WATER OR GAS, AS APPLICABLE.

Limitations Unconditional. The limitations on liability set forth in this Agreement are fundamental inducements to [redacted] entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give [redacted] the maximum protection permitted under law.

Limit on Actions. To the maximum extent permitted by Florida law, no Cause of Action may be instituted by Buyer against [redacted] more than five (5) years after the cause of action accrues pursuant to Florida Statute 95.031.

18. Indemnification. Buyer releases and agrees to defend, indemnify and hold harmless [redacted] its shareholders, directors, officers, employees, agents, affiliates, successors, assigns and customers from and against all claims, liabilities, actions, causes of action, fines, penalties, judgments, demands, damages, losses, costs and expenses, including without limitation attorneys' fees and costs (collectively, "Losses"), arising out of (a) Buyer's or its End User's use of the Goods, (b) breach of this Agreement by Buyer, (c) Buyer's or its End User's products, materials, performance, designs, approvals or instructions, (d)

infringement of third party proprietary rights, except to the extent such Losses arise out of a breach of this Agreement by [redacted], (e) any violation of Buyer of any law, rule or regulation, (f) any negligence or willful misconduct of Buyer, or (g) any modifications or changes made to the Goods by or on behalf of any person other than Seller or its Representatives, if the infringement would have been avoided without such modification or change. Prior to settling any claims, Buyer will give [redacted] an opportunity to participate in the defense and/or settlement of such claim. Buyer shall not settle any claim without [redacted] written consent. In the event of any recall affecting Goods, [redacted] shall have the right to control the recall process and Buyer shall fully cooperate with [redacted] in connection with the recall.

19. Confidentiality.

Generally. Buyer acknowledges that all [redacted] Confidential Information (as defined below) which may be disclosed to it by [redacted] or its affiliates or suppliers shall at all times, during and after expiration or termination of this Agreement for any reason, remain [redacted] exclusive property, and Buyer shall not acquire any proprietary interest whatsoever therein. Subject to Florida Statute Chapter 119 and other public records provisions, Buyer shall (and shall cause its employees and contractors to) keep all [redacted] Confidential Information strictly confidential and shall not disclose it to any third party or use it, except to the extent reasonably required to perform this Agreement or as required under applicable law, court order or regulation. As used herein [redacted] Confidential Information" means any and all non-public information of [redacted], including without limitation the terms of this Agreement, and all non-public data, specifications, equipment and product information, prototypes, drawings, technical information, engineering drawings, forecasts, sales data, "know-how", designs, computer programs, processes, inventions, current and future (unreleased) products and technology, and confidential business information such as cost data, profit margins, sales strategies, supplier information, procurement requirements, employee information, customer preference or needs, customer data and employee capabilities which are not available to the public, unpublished U.S. and foreign patent applications, invention disclosure forms, all technical information about products or services, pricing information, marketing and marketing plans, Goods performance, Goods architecture and design, other business and financial information, software, third party information [redacted] is required to keep confidential, any materials derived from or based upon [redacted] Confidential Information, and all trade secrets. [redacted] Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by Buyer. Notwithstanding the foregoing, "[redacted] Confidential Information" shall not include: (i) any information that is in the public domain other than due to Buyer's breach of this Agreement; or (ii) any information Buyer can demonstrate by documentary evidence was in the possession of the Buyer without restriction prior to disclosure by [redacted]. Upon expiration or termination of this Agreement for any reason, and otherwise upon [redacted] request, Buyer shall, within fifteen (15) days surrender to [redacted] all plans, drawings, specifications, sketches, literature, samples, documents and other tangible objects and copies thereof relating to [redacted] Confidential Information and all of [redacted] or its affiliates' or suppliers' property. Nothing in this Agreement shall be construed to limit or negate the common or statutory law of torts or trade secrets where it

provides [redacted], its affiliates or suppliers with broader protection than that provided herein.

Engineering Data. All engineering data, design information and engineering and shop drawings used in the completion of Buyer's order are and shall remain [redacted] property. Buyer shall not copy, distribute or communicate to any third party such data without [redacted] prior written permission. However, Buyer shall distribute appropriate product data regarding operation, safety and maintenance to the end user.

Personal Information Safeguards This Section will apply unless superseded by a prior agreement. Under this Agreement, [redacted] will not receive, or have access to, use or store Personal Information (as defined below), unless otherwise notified by Buyer with written notice that such information is pertinent to the transaction. If however, [redacted] receives, or has access to, uses or stores Personal Information under this Agreement, then this will apply (in addition to Section 18 [Confidentiality]).

"Data Protection Law" means: (a) the Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 (as updated); (b) any other applicable data privacy legislation or regulation; and (c) [redacted] privacy policy (available here.)

"Personal Information" means any information relating to an identified natural person or a directly or indirectly identifiable natural person.

To the extent [redacted] receives, or has access to, uses or stores Personal Information under this Agreement, [redacted] will:

immediately notify Buyer;

implement and maintain administrative, physical, and technical safeguards ("Safeguards") that meet or exceed relevant industry standards and that protect the security and privacy of Personal Information. [redacted] will not permit access to Personal Information except to those who need to know it in orderto perform under this Agreement, and will ensure that any third party accessing Personal Information protect it with Safeguards at least as strong as [redacted] Safeguards;
upon Buyer's instruction and in accordance with [redacted] electric record retention policy, delete such Personal Information immediately or return it to Buyer in a secure manner and delete all remaining copies of Personal Information after such return and provide documentation of the deletion to Buyer;

not use the Personal Information for any other purpose than compliance with its' obligations under this Agreement; and

if [redacted] r has reason to believe that Personal Information is reasonably likely to have been accessed for an unauthorized purpose or by unauthorized persons (a "Breach"): (a) promptly notify Buyer (b) reasonably assist Buyer in investigating and remedying any

Incident and any related inquiry or claim; and (c) provide Buyer with reasonable assurance that [redacted] has corrected all circumstances under [redacted] control that led to the Incident.

Notwithstanding the foregoing, the Buyer shall not be required to maintain as confidential the Agreement or any information, data, or records that have not been properly designated as trade secret or proprietary information pursuant to section 812.081, Florida Statutes, and is not otherwise exempted from the provisions of the Public Records Law, Chapter 119, Florida Statutes. In the event the Buyer receives a public records request for the same, they shall give [redacted] written notice (within five (5) business days of the request), allowing [redacted] to prevent disclosure of its proprietary information, data or records or trade secrets.

20. Returns. No Goods may be returned for credit or repair without a Returned Material Authorization (RMA) issued by [redacted]. [redacted] reserves the right to reject return if Buyer does not get prior authorization and RMA. Authorized return shipments must be returned in original packaging and in good condition to [redacted] designated receiving point, must be accompanied by a packing slip, including [redacted] RMA number, and must have transportation charges prepaid. NO RETURNS ACCEPTED WITHOUT PRIOR [redacted] AUTHORIZATION EVIDENCED BY A VISIBLE RMA NUMBER ON THE OUTSIDE OF THE PACKAGE. If returned Goods are severely damaged in shipping, based on poor packing, they may not be eligible for credit. Correspondence concerning all returned Goods must be addressed to the appropriate [redacted] office and party. [redacted] reserves the right to deduct an adequate service charge to cover all inspection, testing and handling from any credit, plus freight, insurance, packing, import and export costs. Unused or uninstalled product returns received prior to 90 days after invoice date are eligible to be credited back to the customer with [redacted] approval. Only current versions of other products are eligible to be credited back to the customer. [redacted] reserves the right to charge a restocking fee.

21. Assignment. This Agreement may not be assigned by either party without the written consent of the other(which consent shall not be unreasonably withheld). However, consent will not be required for internal transfers and assignments of [redacted], its subsidiaries or affiliates as part of a consolidation, merger or any other form of corporate reorganization.

22. Governing Law and Dispute Resolution. This Agreement shall be deemed as made and accepted in Florida, USA. This Agreement and all disputes hereunder shall be governed by, resolved and construed under the internal laws of the State of Florida without regard to rules relating to conflict of laws. Neither this Agreement nor sales hereunder shall be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

VENUE FOR ANY SUIT OR ACTION RELATING TO OR ARISING OUT OF ANY GOODS PURCHASED FROM OR SERVICES PERFORMED BY [redacted] SHALL LIE

EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED IN FLORIDA, USA, AND BUYER CONSENTS TO THE JURISDICTION OF SUCH COURTS AND AGREES TO APPEAR IN ANY SUCH ACTION UPON WRITTEN NOTICE THEREOF.

23. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

24. Non-Waiver. Failure or delay of either party to exercise a right or power under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of a right or power preclude any other future exercise thereof.

25. Government Contracts. If the provision of Goods by [redacted] under accepted orders is subject to mandatory provisions of U.S. law concerning contracts or subcontracts with or for the benefit of the U.S. or any state or other national government, Buyer shall so notify [redacted] in advance of order acceptance specifying the mandatory provisions of U.S, state or other national government law which apply.

26. Cumulative Remedies. [redacted] rights and remedies under the Agreement are cumulative and in addition to all other rights and remedies available to [redacted] at law or in equity.

27. Relationship of Parties. Buyer and [redacted] are independent contractors, and nothing herein shall be construed to create a partnership, joint venture, agency or employment relationship Neither party has nor will have any power to bind the other, or to assume or create any obligation or responsibility, express or implied, on behalf of the other party.

28. The County adheres to subsection 287.134(2)(a), Florida Statutes, and will not transact business with entities or affiliates placed on the discriminatory vendor list maintained by the Florida Department of Management Services. The Supplier certifies that is not on the discriminatory vendor list. Violation of this provision by the Supplier is grounds for termination of the Agreement by the County.

29. Pursuant to section 287.135, Florida Statutes, the Supplier certifies that: (1) it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes; (2) it is not participating in a boycott of Israel; (3) it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to section 215.473, Florida Statutes; and (4) it is not engaged in business operations in Cuba or Syria.

The County reserves the right to terminate the Agreement if the County finds that: (1) any of the above certifications are false; (2) the Supplier has been placed on the Scrutinized Companies that Boycott Israel List; (3) the Supplier is engaged in a boycott of Israel; (4) the

Supplier has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or (5) the Supplier is engaged in business operations in Cuba or Syria.

30. Pursuant to section 287.05701, Florida Statutes, the County: (1) may not request documentation of or consider a Supplier's social, political, or ideological interests when determining if the Supplier is a responsible vendor; and (2) may not give preference to a Vendor based on the Supplier's social, political, or ideological interests.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0351 **DATE:** 1/20/2026

SUBJECT: FAC25-1281 - Jail Expansion Construction - Construction Change Directive CCD066 - Moss & Associates, LLC - $35,000.00 - Overhead Doors, Security Controls, Drywall and Framing, Flooring - September 18, 2025

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. FAC25-1281 - Jail Expansion - Construction Change Directive CCD 066 - Moss & Associates, LLC - September 18, 2025

Facilities Management Routing Sheet

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

County Team Member	Initials	Date
Erik Breitenbach		18 Sep 25
Andrew Baxter		9/17/25
Jordan Andrews		09/17/25

Routine: _X___ Urgent ____ Due Date _____

Does Signature need to be attested? Yes _____ No __X___

Re: Jail Expansion Moss & Assoc. - CCD066 - FAC25-1281

Return via courier to: Chris Koys, Facilities Management C&R, Land O'Lakes Ste. 307

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

TO: Erik K. Breitenbach, P.E., CEM, Assistant County Administrator (Internal Services)

THRU: Andrew Baxter, Facilities Management Director

FROM: Jordan M. Andrews, Project Manager

DATE: 9/17/2025 FILE: FAC25-1281

SUBJECT: Jail Expansion - Moss & Associates - Construction Change Directive CCD066 - Overhead Doors, Security Controls, Drywall and Framing, and Flooring - $35,000.00

On July 14, 2020, the Board of County Commissioners (BCC) approved RFP-KM-20-032, Construction Management at Risk Agreement with Moss for the preconstruction phase of the expansion and renovation of the Pasco County Jail Addition.

On August 9, 2022, the BCC approved Amendment No. 1 to the Agreement between Pasco County and the Construction Manager (Agreement) to establish a Guaranteed Maximum Price (GMP) and contract time for the work for the Jail Addition Project (Project) in the amount of one hundred ninety-two million, five hundred ninety-five thousand and four hundred and ninety-seven dollars. ($192,595,497.00).

On June 4, 2024, the BCC approved Amendment No. 2 to the Agreement to increase the GMP and the Project budget for a total of one hundred ninety-eight million, four hundred eighty-four thousand and four hundred ninety-seven dollars ($198,484,497.00), establish and add five million dollars ($5,000,000.00) to Owner's Contingency, and add 102 calendar days to contract time for a final completion date of December 26, 2025.

On April 9, 2025, the BCC approved Amendment No. 3 to the Agreement to increase the GMP and the Project budget by fourteen million, seven hundred ninety-one thousand, thirteen dollars and fifty-two cents ($14,791,013.52) for a Not to Exceed Amount of two hundred thirteen million, two hundred seventy-five thousand, five hundred ten dollars and fifty-two cents ($213,275,510.52); increase the Owner's Contingency by four million, four hundred sixty-nine thousand, four hundred thirty-one dollars ($4,469,431.00); and add two hundred eighty-four (284) days to the Contract Time for a final completion date of October 6, 2026.

Presented for review and approval is CCD066 in the amount of $35,000.00 for design revisions, including resizing three overhead doors in Area H; converting the Intermediate Distribution Frame (IDF, network closet) room in Area K into expanded storage, impacting lighting, flooring, and drywall finishes; and adding VCT flooring at IDF Room K246. Additionally, new security cameras have been incorporated into Area R dayrooms, modifying the scope of surveillance infrastructure. These updates reflect coordination across architectural, electrical, and security disciplines to support operational needs and facility enhancements. This will be funded by the Owner's Contingency.

CCD NO.	CCD ROM	CONTINGENCY	POTENTIAL BALANCE
CCD 066	35,000.00	631,585.81	596,585.81

Facilities Management has reviewed CCD066 and finds it to be fair and reasonable. Should you concur, please sign, and return the attached documents to Chris Koys at the Facilities Management Department, 4111 Land O'Lakes Blvd. Suite 307, Land O'Lakes, for distribution.

If you have any questions, please contact Jordan Andrews, Project Manager, at 727.247.8543. Thank you.

Christine Koys

From: Mike Tippy <mtippy@moss.com>
Sent: Friday, August 8, 2025 1:53 PM
To: Thomas J. Pyche
Cc: Christine Koys; Jeffrey Sellers; Andrew W. Baxter
Subject: 1112007 - CCD #66 Multidisciplinary Changes ROM

TJ,
I am following up on the ROM pricing for CCD #66 for the Multidisciplinary Changes. While CCD #66 has yet to be fully executed by Pasco, Moss has reviewed the initial version of the CCD provided by HOK on 8/4/2025 and has prepared the following ROM pricing based on our subcontractor feedback:

ROM Estimate, this CCD is anticipated to be a cost to the Owner in the amount of $35,000

- $7,500 - Overhead Doors
- $12,500 - Security Controls
- $10,000 - Drywall and Framing
- $5,000 - Flooring

This ROM assumes the funding will come from the Owner's Contingency within the existing contract. It does not include the expected cost and impact of additional time or CM markup for fees and insurance. This also assumes no cost from other trades currently on site supporting the directly affected subcontractors.

Please provide the executed CCD, providing us authorization to proceed.

As always, we will work to mitigate any related impact.

Thank you,

AIA® Document G714® – 2017

Construction Change Directive

PROJECT: *(name and address)*	CONTRACT INFORMATION:	CCD INFORMATION:
Pasco County Jail	Contract For: General Construction Date: 05-19-2020	Directive Number: 66 Date: 08-04-2025
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONTRACTOR:** *(name and address)*
Pasco County 4111 Land O'Lakes Blvd., Suite 107 Land O'Lakes, FL 34638	Hellmuth, Obata & Kassabaum, Inc. One Tampa City Center, Suite 1800 Tampa, FL 33602	Moss & Associates, LLC 5401 W Kennedy Boulevard, Suite 1060 Tampa, FL 33609

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

Modifications are associated with the Jail Expansion updates and clarifications. Refer to the enclosed narrative for additional information.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - [ ] Lump Sum unchanged $ 0.00
   - [ ] Unit Price of $ 0.00 per
   - [ ] Cost, as defined below, plus the following fee: 0.00
     (Insert a definition of, or method for determining, cost)
   - [ ] As follows: To be determined and provided by Moss at a later date.

2. The Contract Time will be unchanged by (0) days.

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

- See attached signature page -	- See attached signature page -	- See attached signature page -
ARCHITECT *(Signature)*	**OWNER** *(Signature)*	**CONTRACTOR** *(Signature)*
- See attached signature page -	- See attached signature page -	- See attached signature page -
(Printed name, title, and license number if required)	*(Printed name and title)*	*(Printed name and title)*
- See attached signature page -	- See attached signature page -	- See attached signature page -
Date	*Date*	*Date*

AIA Document G714 – 2017. Copyright © 2001, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:16:25 EDT on 08/07/2025 under Subscription No.20250109807 which expires on 03/26/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (6894a4ee8226e088ececf6c9)

SIGNATURE PAGE CCD066

ARCHITECT *(Signature)*

08/07/2025
(Date)

Eduardo Pabon; Project Architect
(Printed Name, Title)

Approved by Andrew W. Baxter,
Facilities Management Director

9/17/25
Dated

Approved by Erik K. Breitenbach, P.E., CEM
Assistant County Administrator
(Internal Services)

18 SEP 25
18 ~~FEB 25~~ GKB
Dated

AIA Document G714 – 2017. Copyright © 2001, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:16:25 EDT on 08/07/2025 under Subscription No.20250109807 which expires on 03/26/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(6894a4ee8226e088ececf6c9)

Pasco County Jail Expansion

CCD #66

Date: 08.04.2025

Document No. Reference	Document Title Reference	Narrative Description	Notes/Comments
A201HJ	FLOOR PLAN - LEVEL 1 - AREA H & J	1. Revised overhead door sizes and bollard locations.	1. Associated with site walk on 06/25/2025.
A201K	FLOOR PLAN - LEVEL 1 - AREA K	1. Adjusted configuration of K168 under Area K lobby stair.	1. Associated with RFI 845.
A221HJ	FINISH PLAN - LEVEL 1 - AREAS H & J	1. Revised finish group.	1. Associated with RFI 856.
A221K	FINISH PLAN - LEVEL 1 - AREA K	1. Adjusted finish group of K168 under Area K lobby stair.	1. Associated with RFI 845.
A222K	FINISH PLAN - LEVEL 2 - AREA K	1. Revised finish group for K264.	1. Associated with RFI 859.
A301K	REFLECTED CEILING PLAN - LEVEL 1 - AREA K	1. Adjusted lighting in Area K lobby.	1. Associated with RFI 845.
A615	INTERIOR ELEVATIONS - LEVEL 2	1. Adjusted callout on detail 3/A615 regarding SS sleeve at Officer Station.	1. Associated with RFI 848.
A901	DOOR SCHEDULE - LEVEL 1 DOORS	1. Revised overhead door sizes.	1. Associated with site walk on 06/25/2025.
A930	FLOOR TRANSITION DETAILS	1. Adjusted resilient flooring cove cap type.	1. Associated with RFI 826.
AG110	ARCHITECTURAL GRAPHICS - SITE PLAN - OVERALL	1. Removed power from sign STJ - 8036.	1. Associated with RFI 851R1.
AG120	ARCHITECTURAL GRAPHICS - JAIL SITE PLAN	1. Removed power from sign STJ - 8036.	1. Associated with RFI 851R1.
AG201K	ARCHITECTURAL GRAPHICS PLAN - LEVEL 1 - AREA K	1. Adjusted sign location based on new room layout.	1. Associated with RFI 845.
EL201K	FLOOR PLAN - LEVEL 1 - AREA K - LIGHTING	1. Removed 2 type D3 fixtures. Due to an architectural background change. 2. Revised room name from "IDF" to "Storage".	1-2. Associated with RFI 845.
TY202R	FLOOR PLAN - LEVEL 2 - AREA R - SECURITY	1. Added cameras L2-R50 to Dayroom R300. 2. Added cameras L2-R54 to Dayroom R200. 3. Added cameras L2-R55 to Dayroom R400. 4. Added cameras L2-R56 to Dayroom R100.	1-4. Per owner's approval.
TY605	SECURITY CAMERA SCHEDULE	1. Added cameras L2-R50, L2-R54, L2-R55, and L2-R56.	1. Per owner's approval.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0352 **DATE:** 1/20/2026

SUBJECT: FAC25-1282 - Jail Expansion Construction - Construction Change Directive CCD067 - Moss & Associates, LLC - $100,000.00 - Sitework, Security, Safety Bollards, Plumbing, Mechanical, Electrical - September 22, 2025

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. FAC25-1282 - Jail Expansion - Construction Change Directive CCD067 - Moss & Associates, LLC - September 22, 2025

Facilities Management Routing Sheet

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

County Team Member	Initials	Date
Michael Carballa	MJC	9/22/25
Erik Breitenbach	EKB (TH)	18 sept 25
Andrew Baxter		9/17/25
Jordan Andrews		09/17/25

Routine: ___X____ Urgent _____ Due Date _____

Does Signature need to be attested? Yes _____ No __X___

Re: Jail Expansion - Moss & Assoc. - CCD067 - FAC25-1282

Return via email & courier to Chris Koys, Facilities Management, C&R, Land O'Lakes

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

TO: Michael J. Carballa, P.E., County Administrator

DATE: 9/17/2025 FILE: FAC25-1282

THRU: Erik K. Breitenbach, P.E., CEM, Assistant County Administrator (Internal Services)

FROM: Andrew W. Baxter, Facilities Management Director

SUBJECT: Jail Expansion - Moss & Associates - Construction Change Directive CCD067 - Sitework, Security, Saloon Doors and Safety Bollards, Plumbing, Mechanical and Electrical - $100,000.00

On July 14, 2020, the Board of County Commissioners (BCC) approved RFP-KM-20-032, Construction Management at Risk Agreement with Moss for the preconstruction phase of the expansion and renovation of the Pasco County Jail Addition.

On August 9, 2022, the BCC approved Amendment No. 1 to the Agreement between Pasco County and the Construction Manager to establish a Guaranteed maximum price and contract time for the work for the Jail Addition Project in the amount of one hundred ninety-two million, five hundred ninety-five thousand and four hundred and ninety-seven dollars. ($192,595,497.00).

On June 4, 2024, the BCC approved Amendment No. 2 to the Agreement between Pasco County and the Construction Manager to increase the Guaranteed Maximum Price and the project budget for a total of one hundred ninety-eight million, four hundred eighty-four thousand and four hundred ninety-seven dollars ($198,484,497.00), establish and add five million dollars ($5,000,000.00) to Owner's Contingency, and add 102 calendar days to contract time for a final completion date of December 26, 2025.

On April 9, 2025, the BCC approved Amendment No. 3 to the Agreement to increase the GMP and the Project budget by fourteen million, seven hundred ninety-one thousand, thirteen dollars and fifty-two cents ($14,791,013.52) for a Not to Exceed Amount of two hundred thirteen million, two hundred seventy-five thousand, five hundred ten dollars and fifty-two cents ($213,275,510.52); increase the Owner's Contingency by four million, four hundred sixty-nine thousand, four hundred thirty-one dollars ($4,469,431.00); and add two hundred eighty-four (284) days to the Contract Time for a final completion date of October 6, 2026.

Presented for review and approval is CCD067 in the ROM amount of $100,000.00 for design revisions, including architectural updates to door hardware and exterior drainage, plumbing adjustments to Pressure Reducing Valve (PRV) settings and domestic water lines, electrical fixture replacements, enhanced security infrastructure at the Sally Port, access control relocation, bollard installation, and demolition coordination. Additional scope includes IT-directed network cabling for Lenel card access integration and protective measures at gas piping. These changes address multiple RFIs and reflect coordination across architectural, mechanical, electrical, plumbing, fire protection, and security disciplines to align with County operational and safety standards. This will be funded by the Owner's Contingency.

CCD NO.	CCD ROM	CONTINGENCY	POTENTIAL BALANCE
CCD 067	100,000.00	596,585.81	496,585.81

Facilities Management reviewed CCD067 and found it to be fair and reasonable. Should you concur, please sign, and return the attached documents to Chris Koys at the Facilities Management Department, 4111 Land O'Lakes Blvd., Suite 307, Land O'Lakes, for distribution.

If you have any questions, please contact Jordan Andrews, Project Manager, at 727.247.8543. Thank you.

Approved:

Michael J. Carballa, P.E., County Administrator

9/22/25
Dated

Christine Koys

From: Mike Tippy <mtippy@moss.com>
Sent: Friday, September 5, 2025 4:30 PM
To: Thomas J. Pyche
Cc: Christine Koys; Jeffrey Sellers; Andrew W. Baxter
Subject: 1112007 - ROM for CCD #67

TJ,

I am following up on the ROM pricing for CCD #067 for the Sitework, Security, Saloon Doors & Safety Bollards, Plumbing, Mechanical, and Electrical.
While CCD #67 has yet to be fully executed by Pasco, Moss has reviewed the initial version of the CCD provided by HOK on 8/28/2025 and has prepared the following ROM pricing based on our subcontractor feedback:

ROM Estimate, this CCD is anticipated to be a cost to the Owner in the amount of $100,000.00

1. $10,000 Sitework (Yard Drains & Sally Port)
2. $10,000 Security (Sally Port)
3. $5,000 Saloon Doors & Safety Bollards
4. $10,000 Plumbing
5. $30,000 Mechanical
6. $35,000 Electrical

This ROM assumes the funding will come from the Owner's Contingency within the existing contract. It does not include the expected cost and impact of additional time or CM markup for fees and insurance. This also assumes no cost from other trades currently on site supporting the directly affected subcontractors.

Please provide the executed CCD, providing us authorization to proceed.

As always, we will work to mitigate any related impact.

AIA® Document G714® – 2017

Construction Change Directive

PROJECT: *(name and address)*	CONTRACT INFORMATION:	CCD INFORMATION:
Pasco County Jail	Contract For: General Construction Date: 05-19-2020	Directive Number: CCD 67 Date: 08-28-2025
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONTRACTOR:** *(name and address)*
Pasco County 4111 Land O'Lakes Blvd., Suite 107 Land O'Lakes, FL 34638	Hellmuth, Obata & Kassabaum, Inc. One Tampa City Center, Suite 1800 Tampa, FL 33602	Moss & Associates, LLC 5401 W Kennedy Boulevard, Suite 1060 Tampa, FL 33609

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

Modications are associated with the Jail Expansion updates and clarifications. Refer to the enclosed narrative for additional information.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - [ ] Lump Sum unchanged $ 0.00
   - [ ] Unit Price of $ 0.00 per
   - [ ] Cost, as defined below, plus the following fee: 0.00
     (Insert a definition of, or method for determining, cost)
   - [X] As follows:

2. The Contract Time will be unchanged by (0) days.

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT *(Signature)*	OWNER *(Signature)*	CONTRACTOR *(Signature)*
- See attached signature page -	- See attached signature page -	- See attached signature page -
(Printed name, title, and license number if required)	*(Printed name and title)*	*(Printed name and title)*
- See attached signature page -	- See attached signature page -	- See attached signature page -
Date	*Date*	*Date*

AIA Document G714 – 2017. Copyright © 2001, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:04:11 EDT on 08/28/2025 under Subscription No.20250109807 which expires on 03/26/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(68b05fd32d0791aaa870863e)

SIGNATURE PAGE

ARCHITECT *(Signature)*

08/28/2025
(Date)

Eduardo Pabon; Project Architect
(Printed Name, Title)

Approved by Andrew W. Baxter,
Facilities Management Director

9/17/25
Dated

Approved by Erik K. Breitenbach, P.E., CEM,
Assistant County Administrator
(Internal Services)

18 SEP 25
Dated

Approved by Michael J. Carballa, P.E.,
County Administrator

9/22/25
Dated

CONTRACTOR *(Signature)*

(Date)

(Printed Name, Title)

AIA Document G714 – 2017. Copyright © 2001, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:16:25 EDT on 08/07/2025 under Subscription No.20250109807 which expires on 03/26/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(6894a4ee8226e088ececf6c9)

Pasco County Jail Expansion

CCD #67

Date: 08.28.2025

Document No. Reference	Document Title Reference	Narrative Description	Notes/Comments
A111P	COMPOSITE PLAN - LEVEL 1 - AREAS P1 & P2	1. Added bollards to protect gas meters. 2. Added 2 yard drains between Area L and P1.	1. Associated with RFI 880. 2. Associated with RFI 875.
A201P2	FLOOR PLAN - LEVEL 1 - AREA P2	1. P1501-S has been changed to be a saloon door. 2. Adjusted Sally Port Vehicle Access Control location. Adjusted striping and added bollard.	1. Associated with RFI 871. 2. Associated with RFI 876.
A231P2	FFE PLAN - LEVEL 1 - AREA P2	1. P1501-S has been changed to be a saloon door.	1. Associated with RFI 871.
A413	ENLARGED PLANS - HEARING, JUVENILE, TRANSFER	1. P1501-S has been changed to be a saloon door.	1. Associated with RFI 871.
A612	INTERIOR ELEVATIONS - LEVEL 1	1. P1501-S has been changed to be a saloon door.	1. Associated with RFI 871.
EF201K	FLOOR PLAN - LEVEL 1 - AREA K - FIRE ALARM	1. Removed (1) smoke duct detector for removed FSDS.	1. Based on coordination from the ductwork shop drawing submittal review.
EL202G	FLOOR PLAN - LEVEL 2 - AREA G - LIGHTING	1. Removed (22) light fixtures and (5) light switches.	1. Associated with RFI 867.
EP201K	FLOOR PLAN - LEVEL 1 - AREA K - POWER	1. Removed (1) power connection for removed FSDS.	1. Based on coordination from the ductwork shop drawing submittal review.
M201HJ	FLOOR PLAN - LEVEL 1 - AREA HJ - H.V.A.C.	1. Revised ductwork through H106 Storage and H144 Corridor.	1. Based on coordination from the ductwork shop drawing submittal review.
M201K	FLOOR PLAN - LEVEL 1 - AREA K - H.V.A.C.	1. Added fire dampers at grilles into K162 Storage. 2. Revised ductwork at K161 Staff Circulation and K162 Storage to eliminate one fire damper and some length of 6" branch duct. 3. Revised duct layout for return near K102 Isolation Room to reduce a significant length of 22/8 ductwork, omit one FSDS and reduce one FSDS from a 34/14 to a 22/12.	1. Based on coordination from the ductwork shop drawing submittal review.
MD201G	DEMOLITION PLAN - LEVEL 1 - AREA G - H.V.A.C.	1. Clarified the demolition scope related to the existing sallyport.	1. Associated with RFI 860.
P201LM-B	FLOOR PLAN - LEVEL 1 - AREA L & M - PLUMBING	1. Added PRVs.	1. Associated with RFI 865.
PD201G-B	DEMOLITION FLOOR PLAN - LEVEL 1 - AREA G - PLUMBING	1. Clarified the demolition scope related to the existing sallyport.	1. Associated with RFI 866.
QD201P2	DETENTION EQUIPMENT PLAN - LEVEL 1 - AREA P2	1. P1501-S has been changed to be a saloon door.	1. Associated with RFI 871.
QD901	DETENTION DOOR SCHEDULE	1. P1501-S has been changed to be a saloon door.	1. Associated with RFI 871.
TY001	SECURITY SYMBOLS AND NOTES	1. Added notes requiring connection between the Security Electronics Rooms and IDF locations for connection of the Lenel access control panels to the County's BOCC Network.	1. Associated with RFI 839.
TY201P2	FLOOR PLAN - LEVEL 1 - AREA P2 - SECURITY	1. Revised the location of the existing pedestal in the vehicular sallyport. Revised the pedestal from single height to dual height.	1. Associated with RFI 876 and coordination with the JET.
ED201.1G	DEMOLITION FLOOR PLAN - LEVEL 1 - AREA G - SALLYPORT	1. New Sheet. 2. Clarified the demolition scope related to the existing sallyport.	1-2. Associated with RFI 860.
TYD201G	DEMOLITION PLAN - LEVEL 1 - AREA G	1. Added existing camera location and included general notes and keyed notes to be demolished.	1. Associated with RFI 860.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0353 **DATE:** 1/20/2026

SUBJECT: FAC25-1283 - Jail Expansion Construction - Construction Change Directive CCD068 - Moss & Associates, LLC - $100,000.00 - Sitework, Security, Plumbing - September 18, 2025

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. FAC25-1283 - Jail Expansion - Construction Change Directive CCD068 - September 18, 2025

Facilities Management Routing Sheet

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

County Team Member	Initials	Date
Michael Carballa	MC	9/18/25
Erik Breitenbach	EB	18 Sep 25
Andrew Baxter	AB	9/17/25
Jordan Andrews	JA	09/17/25

Routine: ___X____ Urgent __X____ Due Date _____

Does Signature need to be attested? Yes _____ No __X___

Re: Jail Expansion - Moss & Assoc. - CCD068 - FAC25-1283

Return via email & courier to Chris Koys, Facilities Management, C&R, Land O'Lakes

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

TO: Michael J. Carballa, P.E., County Administrator

DATE: 9/17/2025 FILE: FAC25-1283

THRU: Erik K. Breitenbach, P.E., CEM, Assistant County Administrator (Internal Services)

SUBJECT: Jail Expansion - Moss & Associates - Construction Change Directive CCD068 - Sitework, Security, and Plumbing - $100,000.00

FROM: Andrew W. Baxter Facilities Management Director

On July 14, 2020, the Board of County Commissioners (BCC) approved RFP-KM-20-032, Construction Management at Risk Agreement with Moss for the preconstruction phase of the expansion and renovation of the Pasco County Jail Addition.

On August 9, 2022, the BCC approved Amendment No. 1 to the Agreement between Pasco County and the Construction Manager to establish a Guaranteed maximum price and contract time for the work for the Jail Addition Project in the amount of one hundred ninety-two million, five hundred ninety-five thousand and four hundred and ninety-seven dollars. ($192,595,497.00).

On June 4, 2024, the BCC approved Amendment No. 2 to the Agreement between Pasco County and the Construction Manager to increase the Guaranteed Maximum Price and the project budget for a total of one hundred ninety-eight million, four hundred eighty-four thousand and four hundred ninety-seven dollars ($198,484,497.00), establish and add five million dollars ($5,000,000.00) to Owner's Contingency, and add 102 calendar days to contract time for a final completion date of December 26, 2025.

On April 9, 2025, the BCC approved Amendment No. 3 to the Agreement to increase the GMP and the Project budget by fourteen million, seven hundred ninety-one thousand, thirteen dollars and fifty-two cents ($14,791,013.52) for a Not to Exceed Amount of two hundred thirteen million, two hundred seventy-five thousand, five hundred ten dollars and fifty-two cents ($213,275,510.52); increase the Owner's Contingency by four million, four hundred sixty-nine thousand, four hundred thirty-one dollars ($4,469,431.00); and add two hundred eighty-four (284) days to the Contract Time for a final completion date of October 6, 2026.

Presented for review and approval is CCD068 in the ROM amount of $100,000.00 for design modification updates to the laundry facility's sanitary plumbing system with a phased construction strategy, and adjustments to the main security gate pedestal locations and mounting details in response to site coordination. These changes aim to improve operational efficiency and infrastructure alignment, requiring coordination with Moss/County teams for implementation and compliance. This will be funded from the Owner's Contingency.

CCD NO.	CCD ROM	CONTINGENCY	POTENTIAL BALANCE
CCD 068	100,000.00	496,585.81	396,585.81

Facilities Management reviewed CCD068 and found it to be fair and reasonable. Should you concur, please sign, and return the attached documents to Chris Koys at the Facilities Management Department, 4111 Land O'Lakes Blvd., Suite 307, Land O'Lakes, for distribution.

If you have any questions, please contact Jordan Andrews, Project Manager, at 727.247.8543. Thank you.

Approved:

Michael J. Carballa, P.E., County Administrator

9/18/25
Dated

Christine Koys

From: Mike Tippy <mtippy@moss.com>
Sent: Monday, September 15, 2025 1:17 PM
To: Thomas J. Pyche
Cc: Christine Koys; Jeffrey Sellers; Andrew W. Baxter; Jordan Andrews
Subject: 1112007 - ROM for CCD #68

TJ,
I am following up on the ROM pricing for CCD #68 for the Sitework, Plumbing, and Security Changes. While CCD #68 has yet to be fully executed by Pasco, Moss has reviewed the initial version of the CCD provided by HOK on 9/4/2025 and has prepared the following ROM pricing based on our subcontractor feedback:

ROM Estimate, this CCD is anticipated to be a cost to the Owner in the amount of **$100,000**

1. $80,000 Sitework
2. $10,000 Plumbing
3. $10,000 Security

This ROM assumes the funding will come from the Owner's Contingency within the existing contract. It does not include the expected cost and impact of additional time or CM markup for fees and insurance. This also assumes no cost from other trades currently on site supporting the directly affected subcontractors.

Please provide the executed CCD, providing us authorization to proceed.
As always, we will work to mitigate any related impact.

Thank you,

AIA® Document G714® – 2017

Construction Change Directive

PROJECT: *(name and address)*	CONTRACT INFORMATION:	CCD INFORMATION:
Pasco County Jail	Contract For: General Construction Date: 05-19-2025	Directive Number: CCD 68 Date:
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONTRACTOR:** *(name and address)*
Pasco County 4111 Land O'Lakes Blvd., Suite 107 Land O' Lakes, FL 34638	Heilmuth, Obata & Kassabaum, Inc. One Tampa City Center, Suite 1800 Tampa, FL 33602	Moss & Associates, LLC 5401 W Kennedy Boulevard, Suite 1060 Tampa, FL 33609

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

Modifications are associated with the Jail Expansion updates and clarifications. Refer to the enclosed narrative for additional information.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - [ ] Lump Sum unchanged $ 0.00
   - [ ] Unit Price of $ 0.00 per
   - [ ] Cost, as defined below, plus the following fee: 0.00
     (Insert a definition of, or method for determining, cost)
   - [X] As follows: To be determined and provided by Moss at a later date

2. The Contract Time will be unchanged by TBD days.

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

- See attached signature page -	- See attached signature page -	- See attached signature page -
ARCHITECT *(Signature)*	**OWNER** *(Signature)*	**CONTRACTOR** *(Signature)*
- See attached signature page -	- See attached signature page -	- See attached signature page -
(Printed name, title, and license number if required)	*(Printed name and title)*	*(Printed name and title)*
- See attached signature page -	- See attached signature page -	- See attached signature page -
Date	*Date*	*Date*

AIA Document G714 – 2017. Copyright © 2001, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:32:17 EDT on 09/04/2025 under Subscription No.20250109807 which expires on 03/26/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (68b9a3507715b66c3b708acb)

SIGNATURE PAGE CCD068

09/04/2025

ARCHITECT *(Signature)* *(Date)*

Eduardo Pabon; Project Architect

(Printed Name, Title)

9/17/25

Approved by Andrew W. Baxter,
Facilities Management Director

Dated

18 SEP 25

Approved by Erik K. Breitenbach, P.E., CEM
Assistant County Administrator
(Internal Services)

Dated

9/18/25

Approved by Michael J. Carballa, P.E.,
County Administrator

Dated

CONTRACTOR *(Signature)* *(Date)*

(Printed Name, Title)

AIA Document G714 – 2017. Copyright © 2001, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:16:25 EDT on 08/07/2025 under Subscription No.20250109807 which expires on 03/26/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (6894a4ee8226e088ececf6c9)

Pasco County Jail Expansion

CCD #68

Date: 09.04.2025

Document No. Reference	Document Title Reference	Narrative Description	Notes/Comments
C6.0	UTILITY PLAN	1. Updated sanitary connections at existing laundry.	1. Per new phased construction strategy of the laundry space.
P201HJ-A	FLOOR PLAN - LEVEL 1 - AREA H & J - PLUMBING	1. Updated sanitary piping at laundry.	1. Per new phased construction strategy of the laundry space.
P502	SANITARY RISER DIAGRAM - PLUMBING	1. Updated sanitary riser diagram at laundry.	1. Per new phased construction strategy of the laundry space.
A023	ENLARGED SITE PLANS	1. Modifications to the main site security gate pedestal locations. 2. Addition to traffic rated bollards	1. Associated with RFI 881

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0354 **DATE:** 1/20/2026

SUBJECT: FAC25-1287 - Jail Expansion Construction - Construction Change Directive CCD069R1 - Moss & Associates, LLC - $42,500.00 - Security and Hardware - September 25, 2025

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. FAC25-1287 - Jail Expansion - CCD069R1 - Moss & Associates, LLC - September 25, 2025

Facilities Management Routing Sheet

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

County Team Member	Initials	Date
Erik Breitenbach		
Andrew Baxter	D. A. Anderson for	9-25-2025
Jordan Andrews		9.25.2025

Routine: _X___ Urgent Due Date _____

Does Signature need to be attested? Yes _____ No __X___

Re: Jail Expansion Moss & Assoc. - CCD069R1 - FAC25-1287

Return via courier to: Chris Koys, Facilities Management C&R, Land O'Lakes Ste. 307

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

TO: Erik K. Breitenbach, P.E., CEM, Assistant County Administrator (Internal Services)

THRU: Andrew Baxter, D.S.A for Facilities Management Director

FROM: Jordan M. Andrews, Project Manager

DATE: 9/25/2025 FILE: FAC25-1287

SUBJECT: Jail Expansion - Moss & Associates - Construction Change Directive CCD069R1 - Security and Hardware - $42,500.00

On July 14, 2020, the Board of County Commissioners (BCC) approved RFP-KM-20-032, Construction Management at Risk Agreement with Moss for the preconstruction phase of the expansion and renovation of the Pasco County Jail Addition.

On August 9, 2022, the BCC approved Amendment No. 1 to the Agreement between Pasco County and the Construction Manager (Agreement) to establish a Guaranteed Maximum Price (GMP) and contract time for the work for the Jail Addition Project (Project) in the amount of one hundred ninety-two million, five hundred ninety-five thousand and four hundred and ninety-seven dollars. ($192,595,497.00).

On June 4, 2024, the BCC approved Amendment No. 2 to the Agreement to increase the GMP and the Project budget for a total of one hundred ninety-eight million, four hundred eighty-four thousand and four hundred ninety-seven dollars ($198,484,497.00), establish and add five million dollars ($5,000,000.00) to Owner's Contingency, and add 102 calendar days to contract time for a final completion date of December 26, 2025.

On April 9, 2025, the BCC approved Amendment No. 3 to the Agreement to increase the GMP and the Project budget by fourteen million, seven hundred ninety-one thousand, thirteen dollars and fifty-two cents ($14,791,013.52) for a Not to Exceed Amount of two hundred thirteen million, two hundred seventy-five thousand, five hundred ten dollars and fifty-two cents ($213,275,510.52); increase the Owner's Contingency by four million, four hundred sixty-nine thousand, four hundred thirty-one dollars ($4,469,431.00); and add two hundred eighty-four (284) days to the Contract Time for a final completion date of October 6, 2026.

Presented for review and approval is CCD069R1 in the amount of $42,500.00 for modifying hardware set 59.1 to include Door Position Switches (DPS) for doors N141, N241, and N341. This update ensures enhanced monitoring and integration with the building's access control system. The DPS installation will be coordinated with electrical and security trades to maintain system compatibility and performance.

CCD069R1 also includes updating the hardware configuration for Door P1104A to support integration with a newly installed card reader. This includes necessary adjustments to the locking mechanism and coordination with the access control infrastructure to ensure seamless operation and security compliance. All work shall be performed in accordance with project specifications and coordinated with relevant trades to minimize disruption and ensure system integrity.

This will be funded by the Owner's Contingency.

CCD NO.	CCD ROM	CONTINGENCY	POTENTIAL BALANCE
CCD 069R1	$42,500.00	$318,127.73	$275,627.73

Facilities Management has reviewed CCD069R1 and finds it to be fair and reasonable. Should you concur, please sign, and return the attached documents to Chris Koys at the Facilities Management Department, 4111 Land O'Lakes Blvd. Suite 307, Land O'Lakes, for distribution.

If you have any questions, please contact Jordan Andrews, Project Manager, at 727.247.8543. Thank you.

Christine Koys

From: Mike Tippy <mtippy@moss.com>
Sent: Wednesday, September 24, 2025 10:15 AM
To: Thomas J. Pyche; Jordan Andrews
Cc: Christine Koys; Jeffrey Sellers; Andrew W. Baxter
Subject: 1112007 - ROM pricing for CCD #069R1

Jordan,

I am following up on the ROM pricing for CCD #069R1 for Security and Hardware changes.
While CCD #69R1 has yet to be fully executed by Pasco, Moss has reviewed the initial version of the CCD provided by HOK on 9/22/2025 and has prepared the following ROM pricing based on our subcontractor feedback:

ROM Estimate, this CCD is anticipated to be a cost to the Owner in the amount of $42,500.00

1. $25,000 Security and Access Control
2. $5,000 Doors & Hardware
3. $5,000 Ceiling and Grid
4. $7,500 Electrical

This ROM assumes the funding will come from the Owner's Contingency within the existing contract. It does not include the expected cost and impact of additional time or CM markup for fees and insurance. This also assumes no cost from other trades currently on site supporting the directly affected subcontractors.

Please provide the executed CCD, providing us authorization to proceed.

Thanks

AIA® Document G714® – 2017

Construction Change Directive

PROJECT: *(name and address)*	CONTRACT INFORMATION:	CCD INFORMATION:
Pasco County Jail Expansion	Contract For: General Construction Date: 05-19-2020	Directive Number: CCD 69r1 Date: 09/22/2025
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONTRACTOR:** *(name and address)*
Pasco County 4111 Land O'Lakes Blvd., Suite 107 Land O' Lakes, FL 34638	Hellmuth, Obata & Kassabaum, Inc. One Tampa City Center, Suite 1800 Tampa, FL 33602	Moss & Associates, LLC 5401 W Kennedy Boulevard, Suite 1060 Tampa, FL 33609

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

Modifications are associated with the Jail Expansion updates and clarifications. Refer to the enclosed narrative for additional information.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - [ ] Lump Sum unchanged $ 0.00
   - [ ] Unit Price of $ 0.00 per
   - [ ] Cost, as defined below, plus the following fee: 0.00
     (Insert a definition of, or method for determining, cost)
   - [X] As follows: To be determined and provided by Moss at a later date

2. The Contract Time will be unchanged by TBD days.

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT *(Signature)*	- See attached signature page - OWNER *(Signature)*	CONTRACTOR *(Signature)*
Eduardo Pabon; Project Architect *(Printed name, title, and license number if required)*	- See attached signature page - *(Printed name and title)*	*(Printed name and title)*
09/22/2025 *Date*	- See attached signature page - *Date*	*Date*

AIA Document G714 – 2017. Copyright © 2001, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:32:17 EDT on 09/04/2025 under Subscription No.20250109807 which expires on 03/26/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(68b9a3507715b66c3b708acb)

SIGNATURE PAGE CCD069R1

Douglas L. Anderson for

Approved by Andrew Baxter,
Facilities Management Director

9-25-2025

Dated

Approved by Erik K. Breitenbach, P.E., CEM,
Assistant County Administrator
(Internal Services)

25 SEP 25

Dated

AIA Document G714 – 2017. Copyright © 2001, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:16:25 EDT on 08/07/2025 under Subscription No.20250109807 which expires on 03/26/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(6894a4ee8226e088ececf6c9)

Pasco County Jail Expansion

CCD #69r1

2025-09-22

Document No. Reference	Document Title Reference	Narrative Description	Notes/Comments
08 71 00.1	DOOR HARDWARE - JAIL	1. Update to hardware 59.1 to include DPS for doors N141, N241, and N341 2. Door P1104A hardware update to integrate with new card reader	1. Associate with site observation 2. Associate with RFI 888

Moss & Associates LLC
5401 W Kennedy Boulevard
Suite 1060
Tampa, Florida 33609
P: (813) 207-2088

Project: 1112007 Pasco County Jail Expansion
20101 Central Blvd.
Land O Lakes, Florida 34637

RFI #888: 9.5.25 PCJE Security Cameras card reader notes

Revision	0	**Status**	Open
To	Eddie Pabon (Hellmuth, Obata & Kassabaum (HOK)) Juan Tomás Núñez (Hellmuth, Obata & Kassabaum (HOK)) Leonel Leon (Hellmuth, Obata & Kassabaum (HOK)) Robert Karamitsos (Hellmuth, Obata & Kassabaum (HOK)) Tanner Wall (Hellmuth, Obata & Kassabaum (HOK))	**From**	Stephen Marano (Moss & Associates LLC) 5401 W Kennedy Boulevard, Suite 1060 Tampa, Florida 33609
Date Initiated	Sep 6, 2025	**Due Date**	Sep 13, 2025
Location		**Project Stage**	Course of Construction
Cost Impact	TBD	**Schedule Impact**	TBD
Spec Section		**Cost Code**	
Drawing Number	TY201P1	**Reference**	
Linked Drawings			
Received From		**Sub Job**	
Copies To	Walter Armstrong (Moss & Associates LLC), Mike Greer (Moss & Associates LLC), Ben Guerrios (Moss & Associates LLC), Julius Jones (Moss & Associates LLC), Stephen Marano (Moss & Associates LLC), Rob Moses (Moss & Associates LLC), Eric Mullin (Moss & Associates LLC), Stuthi Ponnala (Moss & Associates LLC), TJ Pyche (Pasco County Facilities Management), Greg Salesses (Moss & Associates LLC), Jeffrey Sellers (Moss & Associates LLC), Joe Stentz (Moss & Associates LLC), James Taraszewski (Moss & Associates LLC) , Robert Teague (Moss & Associates LLC), Mike Tippy (Moss & Associates LLC)		
Subcontractor RFI #		**RFI Priority**	Critical
Impacted Trades	Low Voltage		

h+k RECEIVED
6:19:14 PM on
Sep 08, 2025

Activity

Question

Question from Stephen Marano Moss & Associates LLC *on Saturday, Sep 6, 2025 at 04:59 PM EDT*

Please reference the following contract documents:

- TY201P1

Per security cameras card reader meeting discussions between HOK and Corrections on 9.5.25, it was noted that three additional card readers may need to be added at the following locations:

1. At corridor P1125 at entry to P1124 waiting area
2. Door P1104A entry side
3. Door P1104A exit side

Please confirm if additional card readers are to be added and provide an updated drawing depicting these locations.

Attachments
9.5.25 PCJE Security Cameras card reader notes.pdf

Awaiting an Official Response

HOK
One Tampa City Center, Suite 1800
Tampa, FL 33602 USA
t 813 371 5741

RFI Response Transmittal

Project: **Pasco County Jail Expansion**
20101 Central Blvd
Land O Lakes, FL 34637

Contract No.:
HOK Project No.: 20.29002.00

Transmitted To:
Owner Insite

Copies:
HOK: Office File

RFI Number: **RFI #888: 9.5.25 PCJE Security Cameras card reader notes**

Date Returned: September 11, 2025 Date Received September 8, 2025
Construction Manager: Moss Sub-Contractor: -
Manufacturer:

RFI Question:

Question from Stephen Marano Moss & Associates LLC *on Saturday, Sep 6, 2025 at 04:59 PM EDT*
Please reference the following contract documents:
- TY201P1

Per security cameras card reader meeting discussions between HOK and Corrections on 9.5.25, it was n oted that three
additional card readers may need to be added at the following locations:
1. At corridor P1125 at entry to P1124 waiting area
2. Door P1104A entry side
3. Door P1104A exit side

Please confirm if additional card readers are to be added and provide an updated drawing depicting these locations.

RFI Response:

Confirmed. Per discussion with Pasco County a card reader has been added to the corridor side of door P1124B. Card readers have been added to both sides of door P1104A

MICHAEL MORLAND
Principal | Sr. Security & Electronic System Specialist

End of RFI Comment Response

Attachments:
TY201P1

By: _, Hellmuth, Obata & Kassabaum

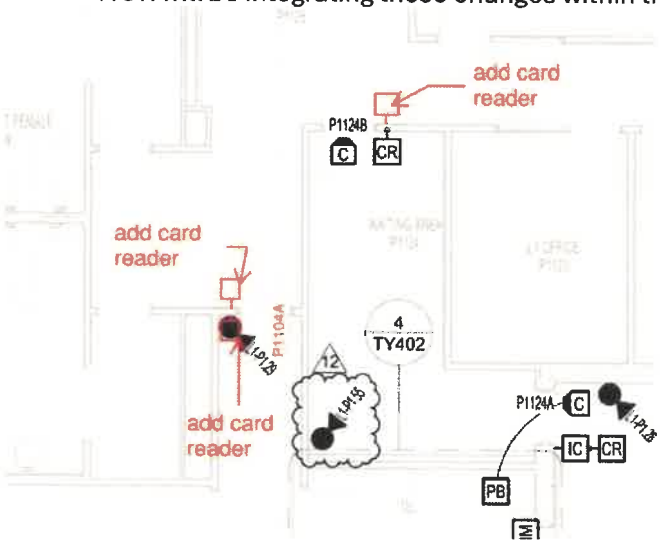
From: Eddie Pabon <eddie.pabon@hok.com>
Sent: Friday, September 5, 2025 11:19 AM
To: Kimberly E. Riggans; Michael Morland
Cc: Robert Karamitsos; Patrick Reid (preid@pascocorrections.net); TJ Pyche; Mike Tippy; Stephen Marano; Mike Greer; shawn@studio08consultants.com; James Taraszewski
Subject: PCJE: Security Cameras & card readers coordination meeting notes

CAUTION: This email originated from outside of Moss
Do not click links or open attachments unless you can confirm the sender and know the content is safe.
Be careful of any attachments or links that ask for your password.

Michael, Capt. Riggans, + Proj Team,
Below are the notes from this morning's card readers and cameras coordination meeting between HOK and the Corrections team.

Item 1: Admin area (P1) doors P1124B and P1104A

- Need to add the necessary card readers to control access in and out of the admin suite. The will be times when trustees will be in the admin space thus we cannot allow for free egress from a security standpoint. Door P1104A will need the strike to be changed to an electric strike for new card reader to release door access.
- HOK will be integrating these changes within the RFI and future CCD.



Item 2: Vehicular Sallyport camera heights:

- The three cameras as indicated below need to be lowered as noted in the below mark-up.
- HOK will be integrating these changes within the RFI and future CCD.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0355 **DATE:** 1/20/2026

SUBJECT: FAC26-1043 – Fire Rescue Station No. 19 – CAR No. CM-004 – Ajax Building Company, LLC., – $139,008.00 – November 24, 2025

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. FAC26-1043 – Fire Rescue Station No. 19 – CAR No. CM-004 – Ajax Building Company, LLC., – $139,008.00 – November 24, 2025

Facilities Routing Sheet

PASCO COUNTY FLORIDA

OPEN SPACES. VIBRANT PLACES.

County Team Member	Initials	Date
Michael Carballa	mjc	11/24/25
Erik Breitenbach		20 Nov 25
Andrew Baxter		11/18/25
TJ Pyche		11/18/25
Ben Harger		11-18-25

Routine: _X___ Urgent ____ Due Date _____

Does Signature need to be attested? Yes _____ No __X___

Description: Memorandum FAC26-1043– CAR No. CM-004

Return via courier to: Kimberly Corson, Hap Clark Suite 307

RECEIVED
NOV 21
PASCO COUNTY
ADMINISTRATION OFFICE

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

INTEROFFICE MEMORANDUM

TO: Michael J. Carballa, P.E.
County Administrator

DATE: 11/18/2026 FILE: FAC26-1043

THRU: Erik K. Breitenbach, P.E., CEM
Assistant County Administrator
(Internal Services)

SUBJECT: Fire Rescue Station No. 19 - CAR No. CM-004 – Ajax Building Company, LLC., – $139,008.00

FROM: Andrew W. Baxter
Facilities Management Director

Presented for your approval per Section 2 – Guaranteed Maximum Price - GMP Amendment is CAR No.CM-004 for the following:

- RFI #048 – Rerouting of the existing New Port Richey (NPR) Water Utility 10" Force Main that conflicted with the new building location. (Code CO-DC). This results in a cost increase of $59,115,00, which will be taken from the Construction Manager's Contingency.
- ASI #007 & RFI #55 – Revisions to the 20" Force Main relocations as required by NPR Water Utility and field conditions. (CO-DC). This results in a cost increase of $79,893.00, which will be taken from the Construction Manager's Contingency.

On June 10, 2024, the County Administrator approved Task Order FM24-022, Construction Management at Risk Agreement CMAR with Ajax Building Company, LLC. (Ajax) for pre-construction services of Fire Station No. 19 in the Not to Exceed (NTE) amount of $42,552.35.

On December 10, 2024, the BCC approved Amendment No. 1 to Task Order FM24-022, which established the Guaranteed Maximum Price (GMP) in the NTE amount of $15,379,609.00 which included $461,375.00 for the Construction Manager's Contingency.

The scope and total cost of CAR No. CM-004 has been evaluated by the Construction and Renovation team who find it to be a fair and reasonable sum for this work and recommend approval of this CAR. Should you concur, please sign, and return the two attached original CARs to Kimberly Corson at Facilities Management, 4111 Land O' Lakes Suite 307, in Land O' Lakes for distribution.

If you have any questions, please contact Ben Harger, Sr. Project Manager, at 727-992-0690. Thank you.

BH/KC

Approved:

Benjamin Harger, Sr. Project Manager	11-18-25 Date
Andrew Baxter, Facilities Management Director	11/18/25 Date
Erik Breitenbach, P.E., Asst. County Administrator	20 NOV 25 Date
Michael Carballa, P.E., County Administrator	11/24/25 Date

EXHIBIT F

Pasco County, Florida

CONTINGENCY AUTHORIZATION RELEASE (CAR)

TASK ORDER NO. FM24-022 – Fire Rescue Station No. 19 CAR No.CM-004

CONSTRUCTION MANAGER. Ajax Building Company, LLC.

Bid No.: RFP-DS-23-076 Task Order No. FM24-022 Contract No. 6117

The CONSTRUCTION MANAGER is hereby authorized and directed to make the following changes to the above task order, in accordance with all applicable requirements. The CONSTRUCTION MANAGER waives any and all other claims to additional time extensions and/or monetary compensation resulting from these changes and all costs associated with and addressed by this CM-CAR.

DESCRIPTION OF MANAGER'S (CM) CONTINGENCY

WORK TO BE PERFORMED	**COST IMPACT**	**DAYS**
RFI #048 – Rerouting of the existing New Port Richey (NPR) Water Utility 10" Force Main that conflicted with the new building location.	$ 59,115.00	0
ASI #007 & RFI #55 – Revisions to the 20" Force Main relocations as required by NPR Water Utility and field conditions.	$ 79,893.00	0
	Amount:	**Days:**
CM Contingency Amount included in Task Order:	**$461,375.00**	**60**
Total of All Previous CM CARs:	**$ 59,314.17**	**0**
Balance of CM Contingency Amount Available:	**$402,060.83**	**0**
Total CM Contingency Amount – This CAR:	**$139,008.00**	**0**
Remaining CM Contingency Amount Balance:	**$263,052.83**	**60**

Whereupon this CAR No. CM-004 has been executed by the parties or by their respective authorized representatives.

CONSTRUCTION MANAGER:
AJAX BUILDING COMPANY, LLC.

Witness

Witness

By: _____ [SEAL]

Name: ETHAN TURNER
Title: PROJECT MANAGER
Date: 11/13/2025

COUNTY: PASCO COUNTY, FLORIDA

By: _____

Name: Benjamin Harger
Title: Sr. Project Manager
Date: 11-18-25

By: _____

Name: Andrew Baxter
Title: Facilities Management Director
Date: 11/18/25

By: _____

Name: Erik Breitenbach, P.E.
Title: Asst. County Administrator
Date: 20 NOV 25

By: _____

Name: Michael Carballa, P.E.
Title: County Administrator
Date: 11/24/25

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0356 **DATE:** 1/20/2026

SUBJECT: AAR No. 5 to Agreement IFB-DS-24-009 – Starkey Ranch District Park Phase 2B-2G – The Diaz/Fritz Group, Inc. - $13,948.78

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0356 -AAR 5 Starkey Ranch District Park - Diaz-Fritz

Facilities Managment Routing Sheet

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

County Team Member	Initials	Date
Karen Lloyd	Kal	12-9-25
Erik Breitenbach	EBB	10 Oct 25
Andrew Baxter	AB	10/14/25
T.J Pyche	TJP	10/9/25
George Scheitlin	GS	10/8/25

Routine: _X___ Urgent ____ Due Date _____

Does Signature need to be attested? Yes _____ No __X___

Description: Memorandum FAC26-1006 - AAR No. 5 Starkey Ranch Dist. Park

Return via courier to: Linda Cagnoli, Facilities Management C&R. Suite 307.

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

RECEIVED
OCT 23 2025
Pasco County Attorney's Office

INTEROFFICE MEMORANDUM

TO: Karen A. Lloyd
Senior Assistant County Attorney

THRU: Erik K. Breitenbach, P.E., CEM
Assistant County Administrator
(Internal Services)

FROM: Andrew W. Baxter
Facilities Management Director

DATE: 10/6/2025 FILE: FAC26-1006

SUBJECT: Allowance Authorization Release, (AAR) No. 5 – Starkey Ranch District Park Phase 2B-2G – The Diaz/Fritz Group, Inc. $13,948.78

This memorandum is to formally advise that on May 7, 2024, the Board of County Commissioners approved IFB-DS-24-009 with The Diaz/Fritz Group, Inc., for the amount of $7,937,909.00. This agreement included a Cash Allowance of $200,000.00 and forty-five (45) additional calendar days for Allowance Work.

The Facilities Management Department Construction and Renovation team presents AAR No. 5 for your review and approval, in the amount of $13,948.78 as submitted by the contractor. This AAR includes three (3) changes and will require zero (0) additional calendar days.

- PCCO #010 – Reroute existing irrigation mainline and electrical conduit around newly installed goal post for field 3, which fell directly above the irrigation main line and could not be placed and secured properly without reworking and redirecting the irrigation and electrical lines. (CO-AE)
- PCCO #012 – Add no trespassing signage at reclaimed water retention pond. Park staff requested the signs to deter the public from entering or utilizing the pond. (CO-CR)
- PCCO #013 – Add ground preparation and concrete around the existing concession stand patio areas at fence lines as requested by Parks and Recreation. (CO-CR)

The scope and total cost of AAR No. 5 has been evaluated by the Construction and Renovation team, who find it to be a fair and reasonable sum for this work and recommend the approval of this AAR. Should you concur, please sign, and return the two attached original AARs to Linda Cagnoli at Facilities Management, Suite 307, in Land O' Lakes for distribution.

Should you have any questions, please feel free to contact George Scheitlin, Sr. Project Manager, at 813-929-2721 x 2454. Thank you.

EKB/AWB/GS

PART II

EXHIBIT J

Pasco County, Florida

ALLOWANCE AUTHORIZATION RELEASE (AAR)

CONTRACT: Starkey Ranch District Park Phase 2B-2G AAR No. 5

CONTRACTOR: The Diaz/Fritz Group, Inc. FEMA No. N/A

TASK (if applicable): IFB-DS-24-009 – Contract 6059 Bid No. N/A

The CONTRACTOR is hereby authorized and directed to make the following changes to the above contract, in accordance with all applicable requirements. The CONTRACTOR waives any and all other claims to additional time extensions and/or monetary compensation resulting from these changes and all costs associated with and addressed by this AAR.

DESCRIPTION OF ALLOWANCE WORK TO BE PERFORMED	COST IMPACT	DAYS
PCCO #010 Reroute irrigation and electrical conduit for the goal post. (CO-CR)	$3,976.93	0
PCCO #012 Add reclaimed water signage. (CO-CR)	$412.65	0
PCCO #013 Add concrete around the concession building. (CO-CR)	$9,559.20	0

	AMOUNT	DAYS
Allowance Work included in Contract:	**$200,000.00**	**45**
Total of All Previous AARs:	**$173,959.14**	**44**
Balance of Allowance Work Available:	**$26,040.86**	**1**
Total Allowance Work - This AAR:	**$ 13,948.78**	**0**
Balance of Allowance Work Available	**$12,092.08**	**1**

Whereupon this AAR No. 5 has been executed by the parties or by their respective authorized representatives.

Witness

Witness

THE DIAZ/FRITZ GROUP, INC.

By: _____

Name: Wayne Ismark

Title: President

Date: 10/6/25

THE DIAZ FRITZ GROUP, INC. CORPORATE [SEAL] SEAL

COUNTY: Pasco County, Florida

By: _____

Name: Erik Breitenbach

Title: Assistant County Administrator
(Internal Services)

Date: 20 OCT 25

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
OFFICE OF THE COUNTY ATTORNEY

By: _____ Date: 12-9-25
County Attorney's Office

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0357 **DATE:** 1/20/2026

SUBJECT: FAC26-1026 – Change Order No. 2 to Task Order No. FM25-011 – Facilities Management Central Building Site Improvements & Foundation Way – CPH Consulting, LLC.- No Funding required.

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0357 FAC26-1026 Change Order 2

Facilities Routing Sheet

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

County Team Member	Initials	Date
Mike Carballa	mgc	12/8/25
Olivia DeScala CAO Office		12/2/25
Carrie Roberts		11-14-25
Erik Breitenbach		14 Nov 25
Andrew Baxter		11/7/25
T.J. Pyche		5 Nov 25
Cynthia Rivera		5 NW 2025

25-00237

Routine: __X__ Urgent ____ Due Date _____

Does Signature need to be attested? Yes _____ No __X___

Description: Memorandum FAC26-1026 Change Order No. 2 to Task Order FM25-011

Return via courier to: Linda Cagnoli, Hap Clark Suite 307

RECEIVED
DEC 03
PASCO COUNTY
ADMINISTRATION OFFICE

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

RECEIVED
DEC 02 2025
Pasco County Attorney's Office

INTEROFFICE MEMORANDUM

TO: Michael J. Carballa, P.E.
County Administrator

DATE: 10/16/2025 FILE: FAC26-1026

THRU: Erik K. Breitenbach, P.E., CEM
Assistant County Administrator
(Internal Services)

FROM: Andrew W. Baxter
Facilities Management Director

SUBJECT: Change Order No. 2 to Task Order No. FM25-011 – Facilities Management Central Building, Site Improvements & Foundation Way – CPH Consulting, LLC, f/k/a CPH, LLC, f/k/a CPH, Inc. – No Funding Required

Presented for your review and signature are two originals of Change Order No. 2 to Task Order No. FM25-011, which increases the time for completion of design services by ninety (90) calendar days, extending the original time for completion from two hundred fifteen (215) calendar days to three hundred five (305) calendar days. Change Order No. 2 is needed due to U.S. Army Corps of Engineers (ACOE) permit issuance delays, which resulted from the United States Federal Government shutdown. No funding is needed for Change Order No. 2.

Background: On November 17, 2020, the Board of County Commissioners (BCC) approved the Agreement for RSQ-SS-19-068 (Agreement) with CPH Consulting, LLC, f/k/a CPH, LLC, f/ka CPH Inc. (CPH) for professional architectural and engineering services on an as-needed basis (FAC21-0021).

On March 6, 2025, the County Administrator approved Task Order No. FM25-011 with CPH to update the existing plans and prepare necessary documents for a wetland jurisdiction determination, and to prepare and re-submit documents for a Southwest Florida Water Management District wetlands permit application that was placed on hold, for the Facilities Management Central Building, Site Improvements and Foundation Way, in the Not-to-Exceed amount of $99,992.89.00 (Interoffice Memo FAC24-1158).

On July 29, 2025, the County Administrator approved Change Order No. 1 to Task Order No. FM25-011 with CPH to complete additional work related to the SWFWMD permit that was previously placed on hold, to update permit documents for a wetland jurisdiction determination, and to prepare and re-submit documents for a SWFWMD wetlands permit application, and to provide bidding and construction administration services, in the NTE amount of $14,900.00 (Interoffice Memo FAC25-1216).

On October 1, 2025, the United States Federal Government began a shutdown at 12:01 a.m. EDT because of a congressional filibuster. This has caused permit issuance delays, requiring an extension of time for completion of the services provided for under Task Order No. FM25-011.

The Facilities Management Department has reviewed Change Order No. 2 to Task Order No. FM25-011 and finds it to be fair and reasonable. Should you concur, please sign and return the two original attached Change Orders to Linda Cagnoli at the Facilities Management Department, 4111 Land O'Lakes Blvd. Suite 307, Land O'Lakes, FL for distribution.

If you have any questions, please contact Cynthia Rivera, Sr. Project Manager, at 813-929-2721 Ext. 2430. Thank you.

AWB/EKB/cr/lc

Approved:

Carrie C. Roberts, Purchasing Director

11-14-25

Date

Approved:

Michael J. Carballa, P.E., County Administrator

Enclosed:

Two (2) Change Order No. 2 to Task Order No. FM25-011
One (1) Memorandum FAC21-0021
One (1) Interoffice Memo FAC24-1158
One (1) Interoffice Memo FAC25-1216

PASCO COUNTY, FLORIDA

CHANGE ORDER NO. 2 TO TASK ORDER NO. FM25-011

FACILITIES MANAGEMENT

CENTRAL BUILDING, SITE IMPROVEMENTS & FOUNDATION WAY

(ROAD BETWEEN CENTRAL BOULEVARD & SYMPHONY PARKWAY)

This Change Order No. 2 to Task Order No. FM25-011 is entered into between Pasco County, Florida, by and through its Board of County Commissioners (COUNTY) and CPH Consulting, LLC, f/k/a CPH, LLC f/k/a CPH, Inc. (CONSULTANT) pursuant to the Pasco County Professional Service Agreement for solicitation number RSQ-SS-19-068 (AGREEMENT), effective as of November 17, 2020, which is incorporated herein and made part hereof by reference.

1. SCOPE OF SERVICES

The CONSULTANT shall provide the services contained in Exhibit A (REVISED SCOPE OF SERVICES) to Task Order No. FM25-011, as amended by Change Order No. 1 to Task Order No. FM25-011 and Exhibit A (REVISED SCOPE OF SERVICES) attached thereto, and as further amended by Exhibit A (REVISED SCOPE OF SERVICES) attached to this Change Order No. 2 to Task Order No. FM25-011. Task Order No. FM25-011 and all exhibits attached thereto, Change Order No. 1 to Task Order No. FM25-011 and all exhibits attached thereto, and Exhibit A (REVISED SCOPE OF SERVICES) attached hereto, are incorporated herein and made part hereof by reference.

2. TERM

Task Order FM25-011 shall continue to remain in effect for a period of one year following the date that the County issues the Certificate of Final Completion to the contractor for completion of the construction services portion of the project, unless extended or terminated earlier as otherwise provided in the Agreement. The time for completion of design services shall increase as set forth under Exhibit "A" (REVISED SCOPE OF SERVICES) to this Change Order.

3. COMPENSATION AND METHOD OF PAYMENT

Change Order No. 2 to Task Order No. FM25-011 does not affect the compensation to be paid for Task Order No. FM-25-011.

4. CONFLICT

To the extent there is a conflict between the terms of Task Order No. FM-25-011 and this Change Order No. 2, the terms of the Task Order No. FM-25-011 shall prevail.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Change Order No. 2 to Task Order No. FM25-011, effective the last date listed below.

COUNTY

PASCO COUNTY, FLORIDA

Michael J. Carballa, P.E.
County Administrator

12/8/25
Date

CONSULTANT:

CPH CONSULTING, LLC; F/K/A CPH, LLC; F/K/A CPH, INC.

Signature

Jeffrey Sattfield
Print or Type Name

Executive Vice President
Title

November 19, 2025
Date

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} **ss**
COUNTY OF Hillsborough }

The foregoing instrument was acknowledged before me on November 19, 2025, by means of:
[X] **physical presence** or
[ ] **online notarization**
by ***[as applicable, complete one (1) of the four (4) choices below]***:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:
[Name] Jeffrey Sattfield, who executed the foregoing instrument as [Title] Executive Vice President of [Corporation or Company Name] CPH Consulting, LLC, a:
[ ] **corporation** or
[X] **limited liability company**
organized under the laws of [State] Florida,

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:
[Name] _____.

(3) FOR A PARTNERSHIP:
[Name] _____, Partner (or Agent), on behalf of
[Name of Partnership] _____, a [State] _____ partnership,

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:
[Name] _____, as attorney in fact for _____.

****

Said person is (check one below):
[X] **Personally known to me**, or
[ ] **Has produced** _____ **as identification,**
on behalf of CPH Consulting, LLC.
[*Write: Name of Corporation, Company, Partnership, Principal, as applicable*]

_____
Signature of person taking acknowledgment

[Notary Stamp or Seal]

Felicia Mitchell
Print Notary's Name
(This must be provided per § 117.05, F.S)

NOTARY PUBLIC STATE OF FLORIDA
FELICIA A. MITCHELL
Commission # HH 627168
Expires January 9, 2029

EXHIBIT A
REVISED SCOPE OF SERVICES
CHANGE ORDER NO. 2 TO TASK ORDER NO. FM25-011

FACILITIES MANAGEMENT
CENTRAL BUILDING, SITE IMPROVEMENTS & FOUNDATION WAY (ROAD BETWEEN CENTRAL BOULEVARD & SYMPHONY PARKWAY)

1. GENERAL PROJECT DESCRIPTION

1.1 No Changes

1.2 No Changes

2. SCOPE OF ADDITIONAL SERVICES

2.1 No Changes

2.2 No Changes

2.3 No Changes

2.4 No Changes

3. SERVICES NOT INCLUDED

3.1 No Changes

4. PERIOD OF SERVICES

4.1 The CONSULTANT shall provide design services in accordance with the following Schedule, which includes design review periods by the COUNTY.

a. No Changes

b. No Changes

c. The days "after submittal to permitting completion" shall increase by 90 days, from **180** days to **270** days.

d. The Construction Administration portion of the period of service shall commence upon the County selected Contractor's Notice to Proceed.

5. DELIVERABLES

5.1 No Changes

6. RESPONSIBILITY OF THE COUNTY

6.1 No Changes

7. ADDITIONAL PROVISIONS

7.1 No Changes

8. COMPENSATION

8.1 No Changes

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0358 **DATE:** 1/20/2026

SUBJECT: FAC26-1013 – Change Order No. 3 to Agreement IFB-DS-24-009 – Starkey Ranch District Park Phase 2B-2G – The Diaz/Fritz Group - $4,779.41 – December 11, 2025

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0358 FAC26-013 Change Order No. 3 Starkey Ranch

Facilities Mangement Routing Sheet

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

County Team Member	Initials	Date
Michael J. Carballa, P.E.	MJC	12/11/25
Karen A. Lloyd 25-00244 County Attorney's Office	Kal	12-8-25
Carrie C. Roberts		11-24-25
Erik Breitenbach		24 NOV 25
Andrew Baxter		11/20/25
T.J Pyche	TJP	11/14/25
George Scheitlin		11/18/25

Routine: _X___ Urgent ____ Due Date _____

Does Signature need to be attested? Yes _____ No __X___

Description: Memorandum FAC26-1013 - Change Order No. 3 Starkey Ranch 2B-2G

Return via courier to: Linda Cagnoli, Facilities Mgt. C&R. 4111 LOL Blvd. St 307

RECEIVED
DEC 09
PASCO COUNTY
ADMINISTRATION OFFICE

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

RECEIVED
NOV 25 2025
Pasco County Attorney's Office

INTEROFFICE MEMORANDUM

TO: Michael J. Carballa, P.E.
County Administrator

DATE: 11/6/2025 FILE: FAC26-1013

THRU: Erik K. Breitenbach, P.E., CEM
Assistant County Administrator
(Internal Services)

SUBJECT: Change Order No. 3 to Agreement IFB-DS-24-009 – The Diaz Fritz Group, Inc. – Starkey Ranch District Park Phase 2B-2G – $4,779.41

FROM: Andrew W. Baxter
Facilities Management Director

Presented to you for your review and approval are two Originals of Change Order No. 3, to Agreement IFB-DS-24-009, Starkey Ranch District Park Phase 2B-2G, to increase Agreement IFB-DS-24-009 by $4,779.41 and to add seventy (70) days to the completion of work time. A Stakeholder request was made for additional work very close to the work completion time. Seventy days are being requested in order to obtain the necessary quotes, approvals and to complete the removal and reinstallation of the fence and to prepare then pour concrete around the concession stand.

On May 7, 2024, the Board of County Commissioners approved IFB-DS-24-009 with The Diaz/Fritz Group, Inc., in the amount of $7,937,909.00. (FAC24-0054). This agreement included a Cash Allowance of $200,000.00 and sixty (60) additional calendar days for Allowance Work.

On June 5, 2025, the County Administrator approved Change Order 1, which added sixty (60) days to compensate for the back-to-back hurricanes and excessive rain experienced from September to December 2024.

On July 25, 2025, the County Administrator approved Change Order 2, which added sixty (60) days to compensate for unforeseen delays resulting from the use of a preapproved, plumbing bracket needing investigation.

The Completion Milestone prior to this Change Order No. 3 days are calculated as follows, which includes a total of forty-four (44) Allowance Authorization Release days approved by the ~~Assistance~~ Assistant County Administrator.

Description	Starting and Additional Days	New Date
Agreement Start Date	300 days from 6/27/24	4/23/2025
Change Order 1	60 days from 4/23/2025	6/22/2025
Change Order 2	60 days from 6/22/2025	8/21/2024
AAR days 44	44 AAR days from 8/21/2025	10/4/2025
Change Order 3 - Pending	70 days from 10/4/2025	12/13/2025

Facilities Management has reviewed Change Order No. 3 to Agreement IFB-DS-24-009 and finds it to be fair and reasonable. Should you concur, please sign, and return the two original attached Change Orders to Linda Cagnoli, at the Facilities Management Department, 4111 Land O' Lakes Blvd. Suite 307, Land O' Lakes, FL for distribution.

If you have any questions, please contact George Scheitlin, Sr. Project Manager, at 813-929-2721 x 2454. Thank you.

AWB/EKB/gs/lc

Approved:

Carrie C. Roberts, Purchasing Director

11-24-25

Date

Approved:

Michael J. Carballa, P.E., County Administrator

12/11/25

Date

Enclosed:

1. Two (2) Change Order No. 3
2. One (1) Memorandum FAC24-0054
3. One (1) Memorandum FAC25-1178
4. One (1) Memorandum FAC25-1219

PART II

EXHIBIT H

Pasco County, Florida

CHANGE ORDER NO. 3

CONTRACT: STARKEY RANCH DISTRICT PARK PHASE 2B-2G

CONTRACTOR: THE DIAZ/FRITZ GROUP, INC.

13075 TELECOM PARKWAY N. TEMPLE TERRACE, FL 33637

BID NO.: IFB-DS-24-009 TASK (if applicable) N/A

CONTRACT DATE: 5/7/2024

(Circle as applicable)

TIME CHANGE **EXTRA WORK** **CREDIT** **OTHER**

The CONTRACTOR is hereby authorized and directed to make the following changes and modifications to the aforesaid contract in accordance with all requirements applicable thereto.

DESCRIPTION OF CHANGE:	**COST IMPACT**	**FINAL COMPLETION DAYS**
PCCO No. 14 -Add thirty (30) days to the time of completion for additional work to include prepping around concession stand and completing the 4" thick concrete flatwork.	$0.00	30
PCCO No. 15 – Remove 133-feet of 4-foot-high Chain link fence and replace same length with 5-foot-high Chain link fence.	$4,779.41	40

REASON FOR CHANGE:

Parks, Recreation and Natural Resources has requested a concrete apron to be installed around the concessions building to improve appearance and reduce maintenance around the building. It was later requested to replace the portion of the fence that was not touching the ground. These requests were made after the Final Completion Milestone date. The timing of these requests has created the need to extend the contract date by seventy (70) days to obtain Pasco County approvals, quotes and complete the additional work.

The initial Contract Price (FINAL TOTAL BID PRICE) was	$	7,937,909.00
Net change by previous Change Orders	$	0.00
The Contract Price prior to this Change Order was	$	7,937,909.00
The Contract Price will be **(increased**, ~~decreased,~~ ~~unchanged~~) by this Change Order	$	4,779.41
The Contract Price including this Change Order	$	7,942,688.41
The Final Completion Milestone prior to this Change Order		October 4, 2025

The time for the Final Milestone will be **(extended**, ~~reduced~~, ~~unchanged~~) by 70 days.

The Final Completion Milestone as of this Change Order December 13, 2025

The CONTRACTOR waives any and all claims to additional time extension and/or monetary compensation resulting from these changes and all costs associated with and addressed by this change order. Except to the extent expressly modified by this change order, the aforesaid contract and all terms and conditions therein, as amended by all previous change orders, is reaffirmed in its entirety, and shall remain in full force and effect.

The remainder of this page is intentionally left blank.]
[Signatures follow on the next page]

IN WITNESS WHEREOF, this change Order No. 3 to the Agreement for the Starkey Ranch District Park Phase 2B-2G has been executed by the parties hereto or by their authorized representatives effective as the last day written below.

COUNTY:
BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

By: _____
Michael J. Carballa, P.E.
County Administrator

Date: Dec 11, 2025

CONSTRUCTION MANAGER:
DIAZ/FRITZ GROUP, INC.

By: _____ president
Signature

Printed Name Wayne Ismark

Date: 11/12/25, 20__

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Karen C. Lloyd
Pasco County Attorney's Office

Date: 12-8-25

CO-3

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
} ss
COUNTY OF Hillsborough }

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on this 12th day of November, 2025, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Wayne Ismark, who executed the foregoing instrument as [Title] President of [Corporation or Company Name] Daz Fritz Group, a [check one] [X] corporation [ ] limited liability company, organized under the laws of [State] Florida, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership], a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] , as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

Jodie Hope Loetscher
Signature of person taking acknowledgment

Jodie Hope Loetscher
Name typed, printed or stamped

—
Title or rank

—
Serial number (if any)

Jodie Hope Loetscher
Notary Public
State of Florida
Comm# HH287664
Expires 10/2/2026

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: **FILE NO.:** NI26-0445 **DATE:** 1/20/2026

SUBJECT: PSC-2025-0456-CO-EI – Docket No. 202501 12-EI – Tampa Electric Company – Issued December 16, 2025

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0445 PSC-2025-0456-CO-EI – Docket No. 202501 12-EI – Tampa Electric Company – Issued December 16, 2025

FILED 12/16/2025
DOCUMENT NO. 15445-2025
FPSC - COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of 2026 subsequent year adjustment, by Tampa Electric Company.	DOCKET NO. 20250112-EI ORDER NO. PSC-2025-0456-CO-EI ISSUED: December 16, 2025

CONSUMMATING ORDER

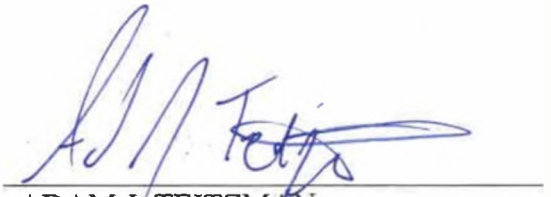
BY THE COMMISSION:

By Order No. PSC-2025-0438-TRF-EI, issued November 24, 2025, this Commission proposed to take certain action, subject to a Petition for Formal Proceeding as provided in Rule 25-22.029, Florida Administrative Code. No response was filed to that order, in regard to the above captioned docket. It is therefore,

ORDERED by the Florida Public Service Commission that Order No. PSC-2025-0438-TRF-EI has become effective and final. It is further

ORDERED that this docket shall be closed.

By ORDER of the Florida Public Service Commission this 16th day of December, 2025.



ADAM J. TEITZMAN
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399
(850) 413-6770
www.floridapsc.com

Copies furnished: A copy of this document is provided to the parties of record at the time of issuance and, if applicable, interested persons.

CMM

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission (Commission) is required by Section 120.569(1), Florida Statutes, to notify parties of any judicial review of Commission orders that is available pursuant to Section 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request judicial review by the Florida Supreme Court in the case of an electric, gas, or telephone utility by filing a notice of appeal with the Office of Commission Clerk and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this Order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** NI26-0448 **DATE:** 1/20/2026

SUBJECT: Acceptance of Utility Improvements and Release of Maintenance Guarantee – Thornwood Associates, LLC – Chapel Crossings NW Quadrant Village C Phase 1 (PCU 12-111.13) (UTD26-0141)

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0448 UTD26-0141 Acceptance and Release of Maintenance Guarantee Pkt

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

RECEIVED
DEC 04 2025
PASCO COUNTY, CLERK & COMPTROLLER

INTEROFFICE MEMORANDUM

TO: Mike Carballa, P.E.
County Administrator

DATE: November 24, 2025

FILE: UTD26-0141

THRU: Branford N. Adumuah, Assistant County Administrator
Public Infrastructure
Branford N. Adumuah Digitally signed by Branford N. Adumuah Date: 2025.11.25 08:14:27 -05'00'

DISTRICT: 1

FROM: Adolfo A. González, P.E.
Director
Utilities Engineering & Contract Management Department
Adolfo A. Gonzalez, P.E. Digitally signed by Adolfo A. Gonzalez, P.E. Date: 2025.11.25 07:17:48 -05'00'

SUBJECT: Acceptance of Utility Improvements and Release of Maintenance Guarantee – Thornwood Associates, LLC – Chapel Crossings NW Quadrant Village C Phase 1(PCU12-111.13) – No Funding Required

REFERENCES: Parcel ID No: 10-26-20-0000-00300-0011

BACKGROUND SUMMARY:

The Developer has provided a Maintenance Guarantee in the form of Check No. 10414 for the project to guarantee the improvements are free of defects. This check was originally deposited into account No. 2401-40000-369900-369900-00000-0000-000000-000-0000 to be held by the County.

The County Administrator was never formally presented the Cash Bond Agreement for signature and the funds were not placed into a bond account because they were never formally accepted. The funds are currently available in account No. 2401-40500-536000-599001-00000-0000-000000-000-0000. Utility improvements for the subject project have been completed by the developer and are acceptable for ownership and operation by the County. The developer has provided the necessary public easement by dedication on the final subdivision plat of Chapel Crossing Parcel C and Bill of Sale. The maintenance period required by Section 110-36 Pasco County Code of Ordinances to protect the County against losses resulting from any and all defects in materials, workmanship, and performance for a period of one year has since expired. The Developer is requesting County return of his cash bond posted as a Maintenance Guarantee and that County accept the Utility Improvements described in the Bill of Sale and Cost Estimate.

RECEIVED
NOV 25
PASCO COUNTY
ADMINISTRATION OFFICE

UTILITIES ENGINEERING AND CONTRACT MANAGEMENT DEPARTMENT
813.235.6189 | Utilities Administration Building | 19420 Central Blvd. | Land O' Lakes, FL 34637-7006

ACTION:

The County Administrator pursuant to Resolution 25-081 approves, on behalf of the Board of County Commissioners, the release of the Cash Bond in the amount of $156,076.58, from account No. 2401-40500-536000-599001-00000-0000-000000-000-0000 and accepts the project's utility improvements.

Board Records is requested to take the following actions as set forth below.

DISTRIBUTION:

1. Retain and file the Bill of Sale.
2. Direct the Clerk to issue a check in the amount of $156,076.58, from account No. 2401-40500-536000-599001-00000-0000-000000-000-0000 and mail with the notice of acceptance of the Bill of Sale to:

   Thornwood Associates, LLC
   c/o: Craig B. Weber
   2940 Sports Core Circle
   Wesley Chapel, FL, 33544
   Telephone (813) 994-2277

APPROVED by:

MICHAEL J. CARBALLA, P.E.
COUNTY ADMINISTRATOR

DATE: 11/25/25

Approved for form and legal sufficiency:

JEFFREY STEINSNYDER
COUNTY ATTORNEY

Revised per Clerk
Approved 11-25-2025

ATTACHMENT(S):

1. Bill of Sale
2. Copy of original Maintenance Guarantee check
3. Engineer's Cost Estimate
4. Copy of the Plat with the dedicated easement
5. Final inspection Certificate of Completion of improvements covered by the Bond
6. Release Contact

AAG/tsh – Agenda Release Cash MG

UTILITIES ENGINEERING AND CONTRACT MANAGEMENT DEPARTMENT

813.235.6189 | Utilities Administration Building | 19420 Central Blvd. | Land O' Lakes, FL 34637-7006

BILL OF SALE

PROJECT: **Chapel Crossings-NW Quadrant Village C (Phase 1)**

PCU PROJECT NO.: **12-111.13**

PROJECT LOCATION: **See Exhibit A (Attached)**

Thornwood Associates, LLC., (Grantor), in the County of Pasco, State of Florida,
(Name of Developer)

for valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, transfer, and deliver unto Pasco County (Grantee) the following:

> All water and wastewater facilities to the point of delivery or connection, including water, sewer, reclaimed water lines, pipes, and related equipment (listed in Exhibit B) constructed in and for the development of **Chapel Crossings-NW Quadrant Village C (Phase 1)**, located in the public rights-of-way and easements contained within the property described in the attached Exhibit A (which includes a legible legal description and sketch of the property on which the improvements are located). The said water and wastewater facilities are tabulated on the attached Exhibit B.

To have and to hold the same to Pasco County, Florida, and its successors and assigns, to their use forever.

And the Grantor hereby covenants with the Grantee that the Grantor is the lawful owner of the said goods, that they are free from all encumbrances, that the Grantor has good right to sell the same as aforesaid, and that the Grantor will warrant and defend the same against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed, and hereunto set my hand, on this 17TH day of JUNE, 2025.

Signed, sealed, and delivered in the presence of:

Julie Clayton

NAME: Julie Clayton
Print
2940 Sports Core Circle, Wesley Chapel, FL 33544

Paul L Nettina

NAME: PAUL L NETTINA
2940 SPORTS CORE CIRCLE
WESLEY CHAPEL FL 33544

GRANTOR:

BY: _____

NAME: **Craig Weber**

TITLE: **Authorized Representative**
Print

k:\460\2021-0093\transmittals\pasco county\2025-06-17_bill of sale revisions\working\bill of sale_ chapel crossings-nw quadrant village c (phase 1) (rev)_2025-06-17.docx

STATE OF FLORIDA

COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, on June 17, 2025 by Craig B. Weber, as Authorized Signer for Thornwood Associates, L.L.C., an Illinois limited liability company, on behalf of the company, who X is personally known to me or who ___ has produced _____ as identification.

JORI LYNN KEHOE
Notary Public-State of Florida
Commission # HH 337141
My Commission Expires
November 30, 2026

Jori L Kehoe

NOTARY PUBLIC

Print Name: Jori Kehoe

Commission Number: HH 337141

My Commission Expires: 11/30/2026

PASCO COUNTY UTILITIES

MAINTENANCE GUARANTEE

AGREEMENT

This Agreement is made between Thornwood Associates, LLC, with a business address of 2940 Sports Core Circle, Wesley Chapel, FL 33544, and telephone number 813-994-2277, (herein "Developer"), and Pasco County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (herein "County").

WITNESSETH:

The Developer submits to the County the sum of $156,076.58 to act as a financial guarantee for maintenance of certain utility improvements for Project Name Chapel Crossings NW Quadrant – Village C (Phase 1), these conditions, being more specifically, the maintenance of any required and approved items contemplated on the County-approved cost estimate, dated 6/19/24, in connection with the Project (herein "Improvements") and authorizes the County to draft any amount, or all of the sum above, upon the occurrence of any of the following conditions in the discretion of the Utilities Director or designee:

1. The Developer has failed to maintain all required, approved Improvements for a period of one year, or any different period agreed to by the County; or

2. The Developer has failed to repair or replace all such Improvements found by the County Utilities Director or designee not to comply with County approvals or requirements or found to be deficient in materials, workmanship, or structural integrity under County, State, or Federal regulations, whichever may be applicable, or industry standards; or

3. The Developer has failed to pay all costs and expenses incurred for or incidental to the maintenance of Improvements; or

4. The Developer has failed to submit a written request for an inspection of all Improvements to the Pasco County Utilities Department not before ninety (90) days prior to the termination of the maintenance period or any different time agreed to by the County.

In the event the County institutes legal proceedings in order to collect any funds under this agreement, or any amendment, the venue shall be exclusively in Pasco County, Florida, and the Developer shall be liable for attorney's fees and court costs incurred by the County in the event the County prevails. Prevails shall be a favorable decision by the court of law to permit the County to use any, or all, of the sum above for the purpose stated herein. No modifications may be made to this agreement unless in writing and signed by the County and the Developer.

IN WITNESS WHEREOF, the Developer has caused this Agreement to be duly executed in the Developer's name.

By _____

Print Name CRAIG B. WEBER

Title Auth. Rep.

STATE OF FLORIDA

COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19 day of June, 2024, by Craig B. Weber as Authorized Rep for Thornwood Associates, LLC, ☒ who is personally known to me, **or** ☐ who produced as identification Known.

_____
NOTARY SIGNATURE

JULIE A. CLAYTON
Notary Public - State of Florida
Commission # HH 348459
My Comm. Expires Jan 17, 2027
Bonded through National Notary Assn.

IN WITNESS WHEREOF, Pasco County has caused this Agreement to be duly executed in its name by its Board of County Commissioners acting by the County Administrator, this _____day of _____, 20__.

(OFFICIAL SEAL)

BOARD OF COUNTY COMMISSIONERS
PASCO COUNTY, FLORIDA

ATTEST:

_____
NIKKI ALVAREZ-SOWLES, ESQ.
PASCO COUNTY CLERK & COMPTROLLER

BY: _____
MICHAEL J. CARBALLA, P.E.
COUNTY ADMINISTRATOR

10414

THORNWOOD ASSOCIATES LLC
DBA CROWN COMMUNITY DEVELOPMENT
2940 SPORTS CORE CIRCLE
WESLEY CHAPEL, FL 33544
813-994-2277

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com
2-1/710

Security features. Details on back.

DATE	AMOUNT
6/20/2024	$156,076.58

One Hundred Fifty Six Thousand Seventy Six Dollars and 58 Cents

PAY TO THE ORDER OF

Pasco County Board of Cty Comm.
8731 Citizens Drive
Suite 150
New Port Richey, FL 34654

AUTHORIZED SIGNATURE

[redacted]

THORNWOOD ASSOCIATES LLC 10414

Vendor ID	Name	Payment Number	Check Date	Check Number
PASCOC400	Pasco County Board of Cty Comm.	PMT001647	6/20/2024	10414

Invoice Number	Date	Amount	Amount Paid	Discount	Net Amount Paid
062024C	6/20/2024	$156,076.58	$156,076.58	$0.00	$156,076.58
		$156,076.58	$156,076.58	$0.00	$156,076.58

PRODUCT DLM102 USE WITH 91500 ENVELOPE Integrated Business Group Inc (407) 677-0370 PRINTED IN U.S.A. B

1806849800

D7507X CHIKDK06 09/22/2022 08:25 -46-

CERTIFICATE OF UTILITY COST

STATE OF FLORIDA }
} ss:
COUNTY OF PASCO }

PROJECT NAME: **Chapel Crossings NW Quadrant – Village C (Phase 1)**

PROJECT DEVELOPER/OWNER: **Thornwood Associates, LLC**

COMMUNITY DEVELOPMENT DISTRICT: **N/A**

I, **James P. Choncholas**, a Professional Engineer registered in the State of Florida, with Registration No. **45175**, acting as the engineer of record for the subject project located in part of Section **10**, Township **26** South, Range **20** East, Pasco County, Florida; hereby certify that I have examined the construction plans and utility costs as shown below and have determined that they are accurate for the purpose of determining the amount for Maintenance Guarantee required by the Pasco County Land Development Code.

(Attached Schedule Incorporated by Reference)

Schedule II		Amount
"A" – Water		**$ 254,777.50**
"B" – Wastewater		**$ 625,619.00**
"C" – Reclaimed		**$ 160,114.00**
	Total	**$1,040,510.50**

Maintenance Bond Amount: **$1,040,510.50** x 0.15 = **$156,076.58**

Approved By:

Kyle Conard
Pasco County Utilities Service Department

6/19/2024
Date

Professional Engineer (SEAL)

6/19/24
Date

JAMES PAUL CHONCHOLAS LICENSE No 45175 STATE OF FLORIDA PROFESSIONAL ENGINEER

Revised 3/18/14

k:\460\2021-0093\quantities\util maint. guar. qtys\nwq parcel c main. eng est\archive\cert of utility cost_village c phase 1--jc.docx

FLORIDA DESIGN CONSULTANTS, INC.

MAINTENANCE GUARANTEE

CLIENT: THORNWOOD ASSOCIATES, LLC

DATE: 18-Jun-24

PROJECT: CHAPEL CROSSINGS NW Quadrant - Village C (Phase 1)

SCHEDULE II-A - WATER DIST.

ITEM		UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
COLLECTOR ROADWAY						
II-A	208	LF	1,470.0	8" PVC SERVICE LINE (INCLUDING FITTINGS)	$38.00	$55,860.00
II-A	900	EA	1.0	CONNECT TO EXISTING WATER LINE	$250.00	$250.00
II-A	901	EA	2.0	WDSP/CIP	$150.00	$300.00
II-A	902	LS	1.0	CHLORINATION & PRESSURE TESTING	$3,840.00	$3,840.00
II-A	952	EA	1.0	TEMPORARY JUMPER	$5,600.00	$5,600.00
PARCEL C						
II-A	202	LF	379.0	2" PVC SERVICE LINE (INCLUDING FITTINGS)	$6.00	$2,274.00
II-A	204	LF	77.0	4" PVC SERVICE LINE (INCLUDING FITTINGS)	$16.00	$1,232.00
II-A	206	LF	847.0	6" PVC SERVICE LINE (INCLUDING FITTINGS)	$24.50	$20,751.50
II-A	208	LF	2,400.0	8" PVC SERVICE LINE (INCLUDING FITTINGS)	$38.00	$91,200.00
II-A	403	EA	5.0	SINGLE SERVICE ASSEMBLY (COMPLETE) NEAR SIDE	$320.00	$1,600.00
II-A	404	EA	12.0	DOUBLE SERVICE ASSEMBLY (COMPLETE) NEAR SIDE	$340.00	$4,080.00
II-A	405	EA	14.0	SINGLE SERVICE ASSEMBLY (COMPLETE) FAR SIDE	$390.00	$5,460.00
II-A	406	EA	10.0	DOUBLE SERVICE ASSEMBLY (COMPLETE) FAR SIDE	$410.00	$4,100.00
II-A	600	EA	4.0	FIRE HYDRANT ASSEMBLY	$3,900.00	$15,600.00
II-A	700	EA	1.0	PERMANENT BLOW-OFF W/2" GATE VALVE	$800.00	$800.00
II-A	901	EA	2.0	WDSP/CIP	$150.00	$300.00
II-A	902	LS	1.0	CHLORINATION & PRESSURE TESTING	$3,840.00	$3,840.00
II-A	952	EA	1.0	TEMPORARY JUMPER	$5,600.00	$5,600.00
II-A	301	EA	2.0	2" GATE VALVE WITH BOX	$175.00	$350.00
II-A	306	EA	4.0	6" GATE VALVE WITH BOX	$735.00	$2,940.00
II-A	308	EA	16.0	8" GATE VALVE WITH BOX	$1,800.00	$28,800.00
					SUB-TOTAL =	$254,777.50

FLORIDA DESIGN CONSULTANTS, INC.

MAINTENANCE GUARANTEE

CLIENT: THORNWOOD ASSOCIATES, LLC

DATE: 18-Jun-24

PROJECT: CHAPEL CROSSINGS NW Quadrant - Village C (Phase 1)

SCHEDULE II-B - SAN. SEWER

ITEM		UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
COLLECTOR ROADWAY						
II-B	204	LF	233.0	8" PVC (12'-14')*	$29.00	$6,757.00
II-B	205	LF	490.0	8" PVC (14'-16')*	$33.00	$16,170.00
II-B	324	EA	2.0	MANHOLE (12'-14')(LINED)	$5,000.00	$10,000.00
II-B	325	EA	2.0	MANHOLE (14'-16')(LINED)	$5,840.00	$11,680.00
II-B	612	LF	1,226.0	4" PVC FORCEMAIN WITH FITTINGS	$16.00	$19,616.00
II-B	700	LS	1.0	PUMPING STATION (COMPLETE)	$316,000.00	$316,000.00
II-B	860	LF	723.0	TESTING	$2.00	$1,446.00
II-B	861	LS	1.0	FORCEMAIN PRESSURE TEST	$2,800.00	$2,800.00
II-B	902	LS	1.0	CONNECT TO EXISTING FORCEMAIN	$250.00	$250.00
II-B	906	LF	723.0	DEWATERING	$9.50	$6,868.50
II-B	642	LF	2.0	4" GATE VALVE WITH BOX	$1,200.00	$2,400.00
PARCEL C						
II-B	201	LF	438.0	8" PVC (6'-8')	$24.00	$10,512.00
II-B	202	LF	488.0	8" PVC (8'-10')	$25.00	$12,200.00
II-B	203	LF	1,278.0	8" PVC (10'-12')	$27.00	$34,506.00
II-B	204	LF	826.0	8" PVC (12'-14')*	$29.00	$23,954.00
II-B	205	LF	531.0	8" PVC (14'-16')*	$33.00	$17,523.00
II-B	300	EA	1.0	MANHOLE (0'-6')	$2,400.00	$2,400.00
II-B	301	EA	5.0	MANHOLE (6'-8')	$2,700.00	$13,500.00
II-B	302	EA	2.0	MANHOLE (8'-10')	$2,850.00	$5,700.00
II-B	303	EA	1.0	MANHOLE (10'-12')	$3,000.00	$3,000.00
II-B	323	EA	6.0	MANHOLE (10'-12')(LINED)	$4,420.00	$26,520.00
II-B	324	EA	4.0	MANHOLE (12'-14')(LINED)	$5,000.00	$20,000.00
II-B	352	EA	1.0	DROP MANHOLE (8'-10')	$3,920.00	$3,920.00
II-B	401	EA	19.0	SINGLE SERVICE ASSEMBLY (COMPLETE)	$365.00	$6,935.00
II-B	402	EA	22.0	DOUBLE SERVICE ASSEMBLY (COMPLETE)	$455.00	$10,010.00
II-B	860	LF	3,561.0	TESTING	$2.00	$7,122.00
II-B	906	LF	3,561.0	DEWATERING	$9.50	$33,829.50
					SUB-TOTAL =	$625,619.00

FLORIDA DESIGN CONSULTANTS, INC.

MAINTENANCE GUARANTEE

CLIENT: THORNWOOD ASSOCIATES, LLC

DATE: 18-Jun-24

PROJECT: CHAPEL CROSSINGS NW Quadrant - Village C (Phase 1)

SCHEDULE II-C - RECLAIMED

ITEM		UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
COLLECTOR ROADWAY						
II-C	104	LF	140.0	4" PVC SERVICE LINE (INCLUDING FITTINGS)	$16.00	$2,240.00
II-C	106	LF	108.0	6" PVC SERVICE LINE (INCLUDING FITTINGS)	$24.50	$2,646.00
II-C	108	LF	1,401.0	8" PVC SERVICE LINE (INCLUDING FITTINGS)	$38.00	$53,238.00
II-C	920	EA	1.0	CONNECT TO EXIST. RECLAIMED WATER	$250.00	$250.00
II-C	980	LS	1.0	TESTING	$3,840.00	$3,840.00
II-C	206	EA	1.0	6" GATE VALVE WITH BOX	$1,350.00	$1,350.00
II-C	208	EA	3.0	8" GATE VALVE WITH BOX	$1,800.00	$5,400.00
PARCEL C						
II-C	102	LF	404.0	2" PVC SERVICE LINE (INCLUDING FITTINGS)	$6.00	$2,424.00
II-C	104	LF	2,687.0	4" PVC SERVICE LINE (INCLUDING FITTINGS)	$16.00	$42,992.00
II-C	106	LF	502.0	6" PVC SERVICE LINE (INCLUDING FITTINGS)	$24.50	$12,299.00
II-C	403	EA	8.0	SINGLE SERVICE ASSEMBLY (COMPLETE) NEAR SIDE	$265.00	$2,120.00
II-C	404	EA	16.0	DOUBLE SERVICE ASSEMBLY (COMPLETE) NEAR SIDE	$335.00	$5,360.00
II-C	405	EA	9.0	SINGLE SERVICE ASSEMBLY (COMPLETE) FAR SIDE	$335.00	$3,015.00
II-C	406	EA	7.0	DOUBLE SERVICE ASSEMBLY (COMPLETE) FAR SIDE	$425.00	$2,975.00
II-C	700	EA	1.0	PERMANENT BLOW-OFF	$800.00	$800.00
II-C	980	LS	1.0	TESTING	$3,840.00	$3,840.00
II-C	203	EA	1.0	2" GATE VALVE WITH BOX	$175.00	$175.00
II-C	204	EA	10.0	4" GATE VALVE WITH BOX	$1,200.00	$12,000.00
II-C	206	EA	1.0	6" GATE VALVE WITH BOX	$1,350.00	$1,350.00
II-C	208	EA	1.0	8" GATE VALVE WITH BOX	$1,800.00	$1,800.00
					SUB-TOTAL =	$160,114.00

FLORIDA DESIGN CONSULTANTS, INC. 18-Jun-24

UTILITY MAINTENANCE GUARANTEE

FOR:

CHAPEL CROSSINGS NW Quadrant - Village C (Phase 1)

			AMOUNT
II-A	-	WATER DISTRIBUTION	$254,777.50
II-B	-	SANITARY SEWER	$625,619.00
II-C	-	RECLAIMED	$160,114.00
		TOTAL AMOUNT	$1,040,510.50
		MAINTENANCE BOND COST ESTIMATE (15%)	**$156,076.58**

CHAPEL CROSSINGS PARCEL C

A SUBDIVISION OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PLAT BOOK 94 PAGE 35

LEGAL DESCRIPTION:

A SUBDIVISION OF LAND BEING A PORTION OF SECTION 10, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 10, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S88°25'05"W, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 10 (BEING THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION), SAME BEING THE NORTH LINE OF THE PLAT OF CHAPEL CROSSINGS PARCELS D & H, AS RECORDED IN PLAT BOOK 86, PAGE 139, AND THE NORTHERLY RIGHT-OF-WAY LINE OF CHAPEL CROSSINGS BOULEVARD, ACCORDING TO OFFICIAL RECORDS BOOK 10311, PAGE 834, RESPECTIVELY, BOTH OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, FOR 918.45 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID CHAPEL CROSSINGS BOULEVARD; THENCE THE FOLLOWING SEVEN (7) COURSES ALONG SAID WEST RIGHT-OF-WAY LINE OF CHAPEL CROSSINGS BOULEVARD, AND THE NORTH RIGHT-OF-WAY LINE OF ZEPHYRHILLS BYPASS, ACCORDING TO SAID OFFICIAL RECORDS BOOK 10311, PAGE 834, RESPECTIVELY; (1) THENCE LEAVING SAID NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 10, SAME BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF CHAPEL CROSSINGS BOULEVARD, S10°35'46"W, FOR 386.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; (2) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,899.00 FEET, A CENTRAL ANGLE OF 06°01'17", AN ARC LENGTH OF 304.86 FEET, AND A CHORD BEARING S07°35'08"W, FOR 304.72 FEET TO THE POINT OF BEGINNING; (3) THENCE CONTINUE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,899.00 FEET, A CENTRAL ANGLE OF 20°31'06", AN ARC LENGTH OF 1,038.17 FEET, AND A CHORD BEARING S05°41'04"E FOR 1,032.63 FEET, TO THE POINT OF TANGENT; (4) THENCE S15°56'37"E, FOR 459.86 FEET; (5) THENCE S29°03'23"W, FOR 196.98 FEET; (6) THENCE S74°03'23"W, FOR 447.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY; (7) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,965.00 FEET, A CENTRAL ANGLE OF 13°12'47", AN ARC LENGTH OF 683.76 FEET, AND A CHORD BEARING S80°39'46"W, FOR 682.25 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE OF ZEPHYRHILLS BYPASS, N02°43'00"W, FOR 337.61 FEET; THENCE N86°50'56"W, FOR 27.18 FEET; THENCE N02°42'45"W, FOR 60.59 FEET; THENCE N14°04'58"W, FOR 60.63 FEET, THENCE N26°38'36"W, FOR 91.83 FEET; THENCE N22°21'35"W, FOR 39.12 FEET; THENCE N18°59'21"W, FOR 39.12 FEET; THENCE S72°41'45"W, FOR 58.20 FEET; THENCE N11°23'48"W, FOR 140.07 FEET; THENCE N81°31'21"E, FOR 39.28 FEET; THENCE N05°51'29"W, FOR 39.29 FEET; THENCE N08°59'34"W, FOR 51.29 FEET; THENCE N15°37'52"W, FOR 51.62 FEET; THENCE N22°16'10"W, FOR 51.62 FEET; THENCE N28°54'28"W, FOR 64.58 FEET; THENCE N32°46'59"W, FOR 58.07 FEET; THENCE N38°18'19"W, FOR 42.65 FEET; THENCE N51°41'41"E, FOR 11.98 FEET; THENCE N38°18'19"W, FOR 54.00 FEET; THENCE N45°46'45"W, FOR 23.36 FEET; THENCE N88°50'33"E, FOR 266.52 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE WESTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, WITH A RADIAL BEARING OF N74°40'52"W, HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 02°20'55", AN ARC LENGTH OF 22.55 FEET, AND A CHORD BEARING N14°08'40"E, FOR 22.54 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 650.00 FEET, A CENTRAL ANGLE OF 05°07'35", AN ARC LENGTH OF 58.16 FEET, AND A CHORD BEARING N15°32'00"E, FOR 58.14 FEET, TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE N03°08'07"W, FOR 322.61 FEET; THENCE N38°14'36"W, FOR 31.63 FEET; THENCE N45°21'14"E, FOR 53.58 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, WITH A RADIAL BEARING OF S68°25'06"W, HAVING A RADIUS OF 377.51 FEET, A CENTRAL ANGLE OF 05°28'31", AN ARC LENGTH OF 36.08 FEET, AND A CHORD BEARING N24°19'09"W, FOR 36.06 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 08°46'47", AN ARC LENGTH OF 49.80 FEET, AND A CHORD BEARING N22°40'01"W, FOR 49.75 FEET, TO THE POINT OF TANGENT; THENCE N18°16'38"W, FOR 20.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 78°25'38", AN ARC LENGTH OF 34.22 FEET, AND A CHORD BEARING N57°29'27"W, FOR 31.61 FEET TO THE POINT OF TANGENT; THENCE S83°17'44"W, FOR 19.87 FEET; THENCE N06°42'16"W, FOR 50.00 FEET; THENCE N83°17'44"E, FOR 12.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°36'15", AN ARC LENGTH OF 37.35 FEET, AND A CHORD BEARING N40°29'37"E, FOR 33.97 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 296.75 FEET, A CENTRAL ANGLE OF 03°36'02", AN ARC LENGTH OF 18.82 FEET, AND A CHORD BEARING N00°29'29"W, FOR 18.82 FEET, TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S88°40'28"E, FOR 50.00 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, WITH A RADIAL BEARING OF S88°40'28"E, HAVING A RADIUS OF 246.75 FEET, A CENTRAL ANGLE OF 19°56'10", AN ARC LENGTH OF 84.42 FEET, AND A CHORD BEARING S08°28'33"E, FOR 84.01 FEET, TO THE POINT OF TANGENT; THENCE S18°16'38"E, FOR 31.11 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 08°46'47", AN ARC LENGTH OF 42.14 FEET, AND A CHORD BEARING S22°40'01"E, FOR 42.10 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 427.51 FEET, A CENTRAL ANGLE OF 01°36'51", AN ARC LENGTH OF 12.04 FEET, AND A CHORD BEARING S26°14'59"E, FOR 12.04 FEET, TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE N50°37'50"E, FOR 232.90 FEET; THENCE N85°52'30"E, FOR 780.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,940,923 SQUARE FEET OR 44.548 ACRES, MORE OR LESS.

CERTIFICATE OF OWNERSHIP AND DEDICATION:

THORNWOOD ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY (THE "OWNER") HEREBY STATES AND DECLARES THAT THEY ARE THE FEE SIMPLE OWNER OF ALL LANDS REFERRED TO AS "CHAPEL CROSSINGS PARCEL C", AS DESCRIBED IN THE LEGAL DESCRIPTION WHICH IS A PART OF THIS PLAT AND MAKES THE FOLLOWING DEDICATIONS:

1. OWNER HEREBY GRANTS, CONVEYS AND DEDICATES TO THE CHAPEL CROSSINGS COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ORGANIZED AND EXISTING PURSUANT TO CHAPTER 190, FLORIDA STATUTES (THE "DISTRICT"), LEGAL TITLE TO TRACT "A-1", CONTAINING STREETS, RIGHT-OF-WAY, PUBLIC UTILITY EASEMENT AND TRACTS "B-1", "B-2", "B-3", "B-4" AND "P-2", CONTAINING DRAINAGE, ACCESS, UTILITY, LANDSCAPE, AND INGRESS/EGRESS EASEMENTS, A NEIGHBORHOOD PARK, AND WETLAND BUFFER AREA AS SHOWN AND DEPICTED HEREON, AS EVIDENCED BY ITS EXECUTION OF THIS PLAT THE DISTRICT ACCEPTS THIS DEDICATION AND AGREES TO MAINTAIN THE FOREGOING STREETS, EASEMENTS, AND OTHER TRACTS FOR THE PURPOSES FOR WHICH THEY WERE INTENDED

2. THE "OWNER" FURTHER DOES:

A. GRANT, CONVEY AND DEDICATE TO PASCO COUNTY, FLORIDA (THE "COUNTY") A PERPETUAL EASEMENT FOR INGRESS AND EGRESS, OVER AND ACROSS "TRACT A-1", WHICH IS SHOWN AND DEPICTED HEREON FOR ANY AND ALL GOVERNMENTAL PURPOSES INCLUDING (WITHOUT LIMITATION) FIRE AND LAW ENFORCEMENT, AND EMERGENCY MEDICAL SERVICES.

B. GRANT, CONVEY AND DEDICATE TO THE PERPETUAL USE OF THE PUBLIC AND THE "COUNTY" ALL PUBLIC UTILITY IMPROVEMENTS, FACILITIES AND APPURTENANCES, TOGETHER WITH ANY NECESSARY EASEMENTS, LYING WITHIN OR UPON THE LANDS DEPICTED ON THIS PLAT, AND FURTHER DOES HEREBY RESERVE UNTO THEMSELVES, THEIR SUCCESSORS OR ASSIGNS, THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN ALL UTILITY IMPROVEMENTS, OR UTILITIES AND APPURTENANCES LYING WITHIN THE LANDS DEPICTED ON THIS PLAT UNTIL SUCH TIME AS THE OPERATION AND MAINTENANCE OF SAID UTILITY IMPROVEMENTS, FACILITIES, AND APPURTENANCES ARE ASSUMED BY THE "COUNTY."

C. GRANT, CONVEY, AND DEDICATE TO THE "COUNTY", STATUTORILY AUTHORIZED PUBLIC UTILITY ENTITIES AND ALL LICENSED PRIVATE UTILITY ENTITIES A NON-EXCLUSIVE, UNOBSTRUCTED UTILITY EASEMENT FOR TELEPHONE, ELECTRIC, CABLE TELEVISION, WATER, SEWER, FIRE PROTECTION, STREET LIGHTS AND OTHER UTILITIES OVER AND ACROSS THOSE PORTIONS OF THE PLAT SHOWN AS "UTILITY EASEMENT" (UE), AND IDENTIFIED HEREON FOR SUCH PURPOSES, THE USE AND BENEFIT OF WHICH SHALL EXTEND AND INURE TO THE BENEFIT OF THE "COUNTY", STATUTORILY AUTHORIZED PUBLIC UTILITY ENTITIES AND ALL DULY LICENSED PRIVATE UTILITY COMPANIES. IN THE EVENT UTILITY IMPROVEMENTS ARE CONSTRUCTED WITHIN SUCH UTILITY EASEMENT AREAS, IT SHALL BE THE RESPONSIBILITY OF THE UTILITY ENTITIES TO REPAIR OR REPLACE SAID UTILITY IMPROVEMENTS AS NECESSARY FOR MAINTENANCE OF SAID UTILITIES.

D. GRANT, CONVEY AND DEDICATE TO THE "DISTRICT", ITS SUCCESSORS OR ASSIGNS, A PERPETUAL EASEMENT OVER AND ACROSS ALL LANDS SHOWN HEREON AS DRAINAGE AND ACCESS EASEMENTS (DE)(AE) FOR THE PURPOSE OF MAINTAINING, REPAIRING, REPLACING AND ACCESSING THE STORM WATER DRAINAGE FACILITIES LYING THEREIN.

3. THE "OWNER" HEREBY GRANTS, CONVEYS, WARRANTS AND DEDICATES TO THE "COUNTY" A NON-EXCLUSIVE FLOW THROUGH EASEMENT AND REASONABLE RIGHT OF ACCESS TO ENSURE THE FREE FLOW OF WATER FOR GENERAL PUBLIC DRAINAGE PURPOSES OVER, THROUGH AND UNDER ALL DRAINAGE EASEMENTS OR COMMONLY OWNED PROPERTY ON THIS PLAT. IN THE EVENT THE "DISTRICT" FAILS TO PROPERLY MAINTAIN ANY DRAINAGE EASEMENTS/FACILITIES PREVENTING THE FREE FLOW OF WATER, THE "COUNTY" SHALL HAVE THE REASONABLE RIGHT, BUT NOT THE OBLIGATION, TO ACCESS AND ENTER UPON ANY DRAINAGE EASEMENT FOR THE PURPOSE OF PERFORMING MAINTENANCE TO ENSURE THE FREE FLOW OF WATER.

4. THE "OWNER" RESERVES FOR ITSELF, ITS HEIRS, SUCCESSORS, AND ASSIGNS A NON-EXCLUSIVE EASEMENT IN COMMON WITH OTHERS LOCATED WITHIN THE UTILITY EASEMENT OVER AND ACROSS THE FRONT OF ALL LOTS ON THIS PLAT. SAID NON-EXCLUSIVE EASEMENT IS FOR THE INSTALLATION, OPERATION AND MAINTENANCE AND/OR REPLACEMENT OF COMMUNICATION LINES INCLUDING BUT NOT LIMITED TO CABLE TELEVISION, INTERNET ACCESS, TELECOMMUNICATIONS AND BULK TELECOMMUNICATION SERVICES TO THE EXTENT CONSISTENT WITH SECTION 177.091(28), FLORIDA STATUTES.

5. "OWNER" FURTHER DOES GRANT AND RESERVE UNTO THE "DISTRICT", IT'S SUCCESSORS OR ASSIGNS, THE TITLE TO ANY LANDS OR IMPROVEMENTS DEDICATED TO THE PUBLIC OR TO THE COUNTY, IF FOR ANY REASON SUCH DEDICATION SHALL BE EITHER VOLUNTARILY VACATED, VOIDED, OR INVALIDATED TO THE EXTENT CONSISTENT WITH SECTION 177.085(1), FLORIDA STATUTES.

6. THE "OWNER" HEREBY GRANTS, CONVEYS, AND DEDICATES TO PASCO COUNTY, TRACT "PS-1" [(PUBLIC) PUMP STATION TRACT], AS SHOWN HEREON, AND THE UTILITY IMPROVEMENTS AND FACILITIES LOCATED THEREIN FOR PURPOSES INCIDENTAL THERETO. THE "OWNER" DOES FURTHER RESERVE UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS, AN EASEMENT ON, OVER AND UNDER TRACT "PS-1" FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING ALL UTILITY IMPROVEMENTS AND FACILITIES LYING WITHIN OR UPON TRACT "PS-1" UNTIL SUCH TIME AS THE OPERATION AND MAINTENANCE OF SUCH IMPROVEMENTS AND FACILITIES ARE ASSUMED BY THE COUNTY

OWNER:

THORNWOOD ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

CRAIG B. WEBER
AGENT AND AUTHORIZED REPRESENTATIVE

WITNESS
PAUL L NETTINA
PRINTED NAME

WITNESS
Jorge Lozoya
PRINTED NAME

ACKNOWLEDGEMENT OF OWNER:

STATE OF FLORIDA)
)SS:
COUNTY OF PASCO)

I HEREBY CERTIFY ON THIS 10 DAY OF April, 2024 BEFORE ME PERSONALLY APPEARED BY MEANS OF PHYSICAL PRESENCE, CRAIG B. WEBER, AS AGENT AND AUTHORIZED REPRESENTATIVE OF THORNWOOD ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, WHO IS PERSONALLY KNOWN TO ME AS THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND SEAL AT Pasco COUNTY, FLORIDA, THE DAY AND YEAR AFORESAID.

MY COMMISSION EXPIRES: 1/17/27 COMMISSION NUMBER: HH348459

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

AILEEN S. CLAYTON
Notary Public - State of Florida
Commission # HH 348459
My Comm. Expires Jan 17, 2027
Bonded through National Notary Assn.

CERTIFICATE OF ACCEPTANCE:
OF THE CHAPEL CROSSINGS
COMMUNITY DEVELOPMENT DISTRICT

THE DEDICATION TO CHAPEL CROSSINGS COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT, CREATED PURSUANT TO CHAPTER 190, FLORIDA STATUTES ACCEPTED AT AN OPEN MEETING OF THE CHAPEL CROSSINGS COMMUNITY DEVELOPMENT DISTRICT BY THEIR BOARD OF SUPERVISORS THIS 10 DAY OF April, 2024. AND HEREBY CONSENTS TO AND JOINS IN THE RECORDING OF THIS INSTRUMENT AND ACCEPTS THE DEDICATIONS AND MAINTENANCE RESPONSIBILITIES SHOWN HEREON

ATTEST:

PAUL L. NETTINA
CHAIR OF THE BOARD OF SUPERVISORS

BY:
SECRETARY

ACKNOWLEDGEMENT OF COMMUNITY DEVELOPMENT DISTRICT:

STATE OF FLORIDA)
)SS:
COUNTY OF PASCO)

I HEREBY CERTIFY ON THIS 10 DAY OF April, 2024 BEFORE ME PERSONALLY APPEARED PAUL L. NETTINA, BY MEANS OF PHYSICAL PRESENCE, AS CHAIR OF THE BOARD OF SUPERVISORS OF CHAPEL CROSSINGS COMMUNITY DEVELOPMENT DISTRICT, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED Florida DL IDENTIFICATION, WHO HAS IDENTIFIED HIMSELF AS THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF ACCEPTANCE AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND SEAL AT Pasco COUNTY, FLORIDA, THE DAY AND YEAR AFORESAID.

MY COMMISSION EXPIRES: 1/17/27 COMMISSION NUMBER: HH348459

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

AILEEN S. CLAYTON
Notary Public - State of Florida
Commission # HH 348459
My Comm. Expires Jan 17, 2027
Bonded through National Notary Assn.

CERTIFICATE OF TITLE

STATE OF FLORIDA)
)SS:
COUNTY OF PASCO)

I, AILEEN S. DAVIS, ATTORNEY AT LAW OF AKERMAN LLP, AS AUTHORIZED SHAREHOLDER, DO HEREBY CERTIFY THAT THE RECORD TITLE TO THE LAND AS DESCRIBED AND SHOWN ON THIS PLAT IS IN THE NAME OF THE PERSON, PERSONS, CORPORATION, OR ENTITY EXECUTING THE DEDICATION AS SHOWN ON THE PLAT. IN THE EVENT THE PLAT DOES NOT CONTAIN A DEDICATION, I HEREBY CERTIFY THAT THE DEVELOPER OF THE PLATTED SUBDIVISION HAS RECORD TITLE TO THE LAND. I CERTIFY THAT THERE ARE NO LIENS AND/OR ENCUMBRANCES OF RECORD AGAINST SAID PROPERTY, EXCEPT AS SHOWN ON SAID PLAT; ADDITIONALLY, I CERTIFY THAT THERE ARE NO DELINQUENT TAXES, OUTSTANDING TAX CERTIFICATES, OR OMITTED YEAR'S TAXES OUTSTANDING ON THE LAND.

THIS 11TH DAY OF APRIL, 2024

BY:
AILEEN S. DAVIS
ATTORNEY AT LAW
AS AN AUTHORIZED SHAREHOLDER
BAR NUMBER: 362212

NOTE:

THE PROPERTY DESCRIBED HEREON IS SUBJECT TO LIENS OF THE CHAPEL CROSSINGS COMMUNITY DEVELOPMENT DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 10245, PAGE 5157, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA

REVIEW OF PLAT BY PROFESSIONAL SURVEYOR AND MAPPER, PASCO COUNTY, FLORIDA

PURSUANT TO SECTION 177.081(1), FLORIDA STATUTES, I HEREBY CERTIFY THAT I, OR A FLORIDA PROFESSIONALLY LICENSED SURVEYOR AND MAPPER DESIGNEE UNDER MY DIRECTION AND SUPERVISION, HAVE PERFORMED A LIMITED REVIEW OF THIS PLAT FOR CONFORMITY TO CHAPTER 177, PART 1, FLORIDA STATUTES AND THAT THIS PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF SAID CHAPTER, HOWEVER MY REVIEW AND CERTIFICATION DOES NOT INCLUDE COMPUTATION OR FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS.

SIGNED AND SEALED THIS 17TH DAY OF April, 2024

SIGNATURE

ALEX W. PARNES
PASCO COUNTY SURVEYOR
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5131

Alex W. Parnes
License Number
5131
STATE OF FLORIDA

CERTIFICATE OF APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, THAT ON THIS 23rd DAY OF April, 2024, THE FOREGOING PLAT WAS APPROVED TO BE RECORDED BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA.

CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS

CERTIFICATE OF THE CLERK OF THE CIRCUIT COURT

I HEREBY CERTIFY, THAT THE FOREGOING PLAT HAS BEEN FILED IN THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA ON THIS 24th DAY OF April, 2024, IN PLAT BOOK 94, PAGES 35 THROUGH 42

NIKKI ALVAREZ-SOWLES, ESQ., PASCO COUNTY CLERK AND COMPTROLLER

SURVEYOR AND MAPPER'S CERTIFICATE

THE UNDERSIGNED, BEING CURRENTLY LICENSED BY THE STATE OF FLORIDA AS A PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, AND SAID PLAT COMPLIES WITH ALL SURVEY REQUIREMENTS OF FLORIDA STATUTES CHAPTER 177, PART 1.

SIGNED AND SEALED THIS 11TH DAY OF APRIL, 2024.

JARED T. PATENAUDE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971

FLORIDA DESIGN CONSULTANTS, INC.
CERTIFICATE OF AUTHORIZATION, LB 6707
20825 AMBERFIELD DRIVE, SUITE 201
LAND O' LAKES, FLORIDA 34638

FLORIDA DESIGN CONSULTANTS, INC.
THINK IT. ACHIEVE IT.

20825 AMBERFIELD DRIVE, SUITE 201 LAND O LAKES, FLORIDA 34638
PHONE: (800) 832 - 1047 FAX: (727) 848 - 3848 WWW.FLDESIGN.COM L.B. NO. 6707

AUGUST 2023 - 2021-0093 (450)

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY

SHEET 1 OF 8
CHAPEL CROSSINGS PARCEL C

CHAPEL CROSSINGS PARCEL C

A SUBDIVISION OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PLAT BOOK 94 PAGE 36

1. THE LANDS AS DESCRIBED HEREON AND BEING REFERRED TO AS "CHAPEL CROSSINGS PARCEL C" ARE SUBJECT TO THE COMMUNITY DECLARATION FOR CHAPEL CROSSINGS AS RECORDED IN OFFICIAL RECORDS BOOK 10290, PAGE 2170 AND AMENDMENTS THERETO, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

2. THE COORDINATE VALUES AND GRID BEARINGS SHOWN HEREON ARE BASED ON THE PASCO COUNTY PRIMARY HORIZONTAL CONTROL NETWORK (NAD 1983-1990 ADJUSTMENT) AND WERE ESTABLISHED TO THIRD-ORDER CLASS I ACCURACY AS DEFINED BY THE STANDARDS AND SPECIFICATIONS FOR GEODETIC CONTROL NETWORKS, AS PUBLISHED BY THE FEDERAL GEODETIC CONTROL COMMITTEE DATED SEPTEMBER 1984 OR LATEST EDITION. MORE PARTICULARLY BEARINGS ARE BASED UPON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING S89°25'05"W, AS SHOWN ON THE MAP OF SURVEY. CONTROL MONUMENTS UTILIZED ARE: (a) A FOUND 5/8" IRON ROD WITH PUNCH HOLE, INSIDE METAL CASING, L10 STAMPED "P19-067 1991", DESIGNATED BY NGS AS "P19 067", PID = AL8077 (NORTHING = 1,442,988.74, EASTING = 496,297.94), (b) A FOUND 5/8" IRON ROD WITH PUNCH HOLE, INSIDE METAL CASING, L10 STAMPED "X658-2006", DESIGNATED BY NGS AS "X 658", PID = DI7518 (NORTHING = 1,450,120.61, EASTING = 494,482.20); AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY WEB SITE. (http://www.ngs.noaa.gov)

3. ALL SIDE LOT LINES LABELED (NR) ARE NON-RADIAL TO THE FRONT AND/OR REAR LOT LINE. ALL OTHER LINES INTERSECTING LOT LINES ARE CONSIDERED RADIAL UNLESS NOTED (NR).

4. ALL WETLAND JURISDICTIONAL LINES SHOWN ON MAP OF PLAT ARE THE MOST LANDWARD EXTENT OF EITHER ARMY CORPS OF ENGINEERS OR SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT JURISDICTIONAL LINES.

5. WETLAND CONSERVATION AREAS AS SHOWN HEREON MAYBE SUBJECT TO CERTAIN RESTRICTIONS FOUND IN PASCO COUNTY LAND DEVELOPMENT CODE, SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD), ENVIRONMENT RESOURCE PERMIT, AND/OR UNITED STATES ARMY CORPS OF ENGINEERS (C.O.E.) PERMIT.

6. NO PERMANENT PRIVATE STRUCTURES INCLUDING MASONRY OR CONCRETE BLOCK WALLS ARE TO BE LOCATED WITHIN EASEMENTS ON RESIDENTIAL LOTS.

7. ALL UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF TELECOMMUNICATION SERVICES; PROVIDED, HOWEVER NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF TELECOMMUNICATION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A TELECOMMUNICATION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

8. THIS PLAT CONTAINS EASEMENTS AND OTHER COMMON AREAS WHICH ARE NEITHER OWNED NOR MAINTAINED BY PASCO COUNTY.

9. PERMANENT CONTROL POINTS SET BY FLORIDA DESIGN CONSULTANTS, INC. WILL BE A SET NAIL WITH DISC STAMPED "PCP LB 6707". LOT AND TRACT CORNERS SET BY FLORIDA DESIGN CONSULTANTS, INC. WILL BE A SET 5/8" IRON ROD WITH CAP STAMPED FDC LB 6707 (IN SOFT SURFACES) OR A SET NAIL WITH DISC STAMPED FDC LB 6707 (IN HARD SURFACES) WITNESS POINTS SET BY FLORIDA DESIGN CONSULTANTS, INC. WILL BE A SET 5/8" IRON ROD WITH CAP STAMPED FDC LB 6707 WITNESS (IN SOFT SURFACES) OR A SET NAIL WITH DISC STAMPED LB 6707 WITNESS (IN HARD SURFACES). MONUMENTS WILL BE SET AT EACH LOT CORNER, POINT OF INTERSECTION AND CHANGES OF DIRECTION OF LINES WITHIN THE SUBDIVISION AS REQUIRED BY CHAPTER 177 OF THE FLORIDA STATUTES 177.091(8), WITHIN THE TIME ALLOTTED.

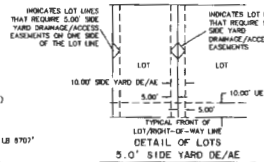
LEGEND:

AE	= ACCESS EASEMENT
BRG	= BEARING
(C)	= CALCULATED
CCR	= CERTIFIED CORNER RECORD
CDD	= COMMUNITY DEVELOPMENT DISTRICT
COR	= CORNER
CST	= CLEAR SIGHT TRIANGLE EASEMENT
DE	= DRAINAGE EASEMENT
E'LY	= EASTERLY
ESMT	= EASEMENT
FCM	= FOUND 4"x4" CONCRETE MONUMENT "PRM LB 6707" UNLESS OTHERWISE NOTED
FDC	= FLORIDA DESIGN CONSULTANTS
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION
FE	= FENCE EASEMENT
FIP	= FOUND IRON PIPE
FIR	= FOUND IRON ROD
FND	= FOUND
FN&D	= FOUND NAIL & DISK "LB 6707" (UNLESS OTHERWISE NOTED)
LB	= LICENSED BUSINESS
LBA	= LANDSCAPE BUFFER AREA
LE	= LANDSCAPE EASEMENT
N/C	= NO CAP
N/F	= NOT FOUND
NGS	= NATIONAL GEODETIC SURVEY
(NR)	= NON-RADIAL
N'LY	= NORTHERLY
NTS	= NOT TO SCALE
NW'LY	= NORTHWESTERLY
O/A	= OVERALL
ORB	= OFFICIAL RECORDS BOOK
PAE	= PEDESTRIAN ACCESS EASEMENT
PB	= PLAT BOOK
PID	= PERMANENT IDENTIFICATION NUMBER
POB	= POINT OF BEGINNING
POC	= POINT OF COMMENCEMENT
PLS	= PROFESSIONAL LAND SURVEYOR
PCP	= PERMANENT CONTROL POINT (OR P.C.P.)
PG(S)	= PAGE(S)
PRM	= PERMANENT REFERENCE MONUMENT
PT	= POINT
R/W	= RIGHT-OF-WAY
SCM	= SET 4"x4" CONCRETE MONUMENT "PRM LB 6707" UNLESS OTHERWISE NOTED
(M)	= LB 6707 MIT CCR" (UNLESS OTHERWISE NOTED)
SEC	= SECTION
SIR	= SET 5/8" IRON ROD AND CAP "LB 6707"
S'LY	= SOUTHERLY
SN&D	= SET MAG NAIL AND DISK "LB 6707" UNLESS OTHERWISE NOTED
SWFWMD	= SOUTHWEST FLORIDA MANAGEMENT DISTRICT
TYP	= TYPICAL
UE	= UTILITY EASEMENT
WBA	= WETLAND BUFFER AREA
W'LY	= WESTERLY
WCA	= WETLAND CONSERVATION AREA
WMCA	= WETLAND MITIGATION CONSERVATION AREA
□	= FOUND 4"x4" CONCRETE MONUMENT "PRM LB6707" (UNLESS OTHERWISE NOTED)
●	= PERMANENT CONTROL POINT (PCP), MONUMENT AS REQUIRED BY STATE STATUTE 177.091(8)(UNLESS OTHERWISE NOTED)
⊕	= SECTION CORNER
■	= SET 4"x4" CONCRETE MONUMENT "PRM LB6707" (UNLESS OTHERWISE NOTED)
⊛	= NGS CONTROL POINT

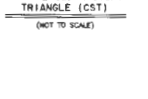


P.C.P. REFERENCE DIAGRAM
(NOT TO SCALE)

LOT CORNER WITNESS DIAGRAM
(NOT TO SCALE)



DETAIL OF LOTS 5.0' SIDE YARD DE/AE
(NOT TO SCALE)

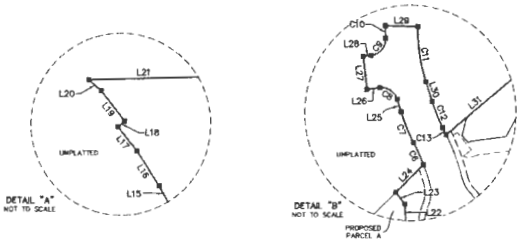


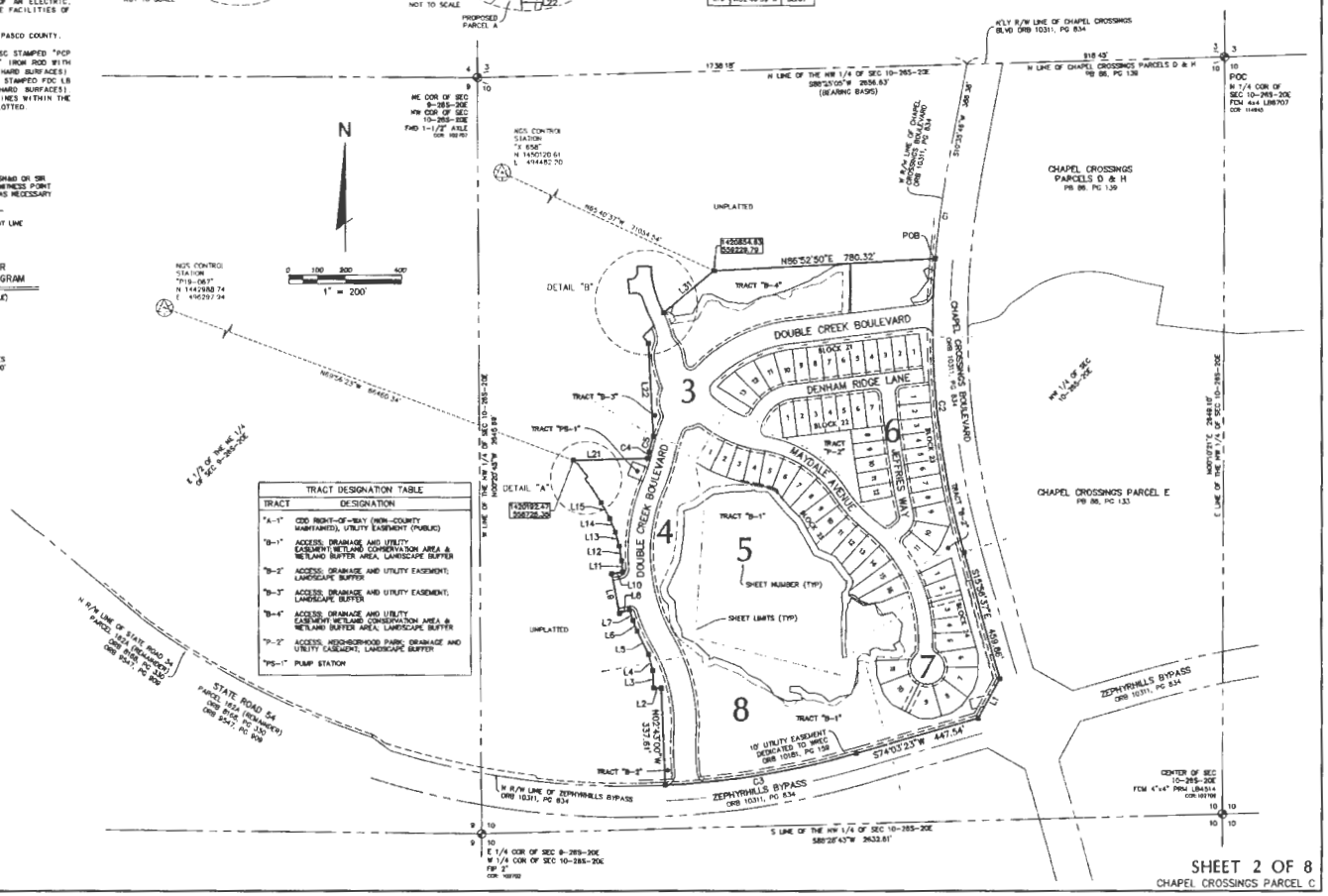
TYPICAL CLEAR SIGHT TRIANGLE (CST)
(NOT TO SCALE)

LINE TABLE		
LINE	BEARING	LENGTH
L1	S29°03'23"W	156.98'
L2	N86°30'56"W	27.18'
L3	N02°42'45"W	80.56'
L4	N14°04'58"W	80.53'
L5	N26°38'38"W	91.63'
L6	N22°21'35"W	39.12'
L7	N18°59'21"W	39.12'
L8	S72°41'45"W	38.20'
L9	N11°23'48"W	140.07'
L10	N81°31'21"E	39.23'
L11	N05°54'29"W	38.29'
L12	N08°56'34"W	51.29'
L13	N15°37'52"W	51.62'
L14	N22°18'10"W	51.82'
L15	N28°54'28"W	84.56'
L16	N32°48'56"W	58.07'

LINE TABLE		
LINE	BEARING	LENGTH
L17	N38°16'19"W	42.85'
L18	N51°41'41"E	11.98'
L19	N38°18'19"W	54.00'
L20	N49°48'43"W	23.36'
L21	N86°30'33"E	286.52'
L22	N03°08'07"W	322.81'
L23	N38°14'38"W	31.83'
L24	N45°21'14"E	53.58'
L25	N18°18'38"W	20.09'
L26	S83°17'44"W	19.87'
L27	N08°43'18"W	50.00'
L28	N83°17'44"E	12.08'
L29	S88°40'28"E	50.00'
L30	S18°18'38"E	31.11'
L31	N50°37'50"E	232.90'

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA	RADIAL BEARING
C1	2899.00'	304.88'	304.52'	S07°35'08"W	006°01'17"	-
C2	2899.00'	1038.13'	1032.83'	S05°41'04"E	020°31'08"	-
C3	2965.00'	883.76'	880.25'	S80°38'48"W	017°5'7'47"	-
C4	550.00'	22.55'	22.54'	N14°08'40"E	002°20'55"	N74°40'52"W
C5	650.00'	58.18'	58.14'	N15°33'00"E	005°07'35"	-
C6	377.51'	36.08'	36.08'	N24°19'09"W	005°28'31"	S88°25'06"W
C7	325.00'	48.80'	48.75'	N22°40'01"W	008°46'47"	-
C8	25.00'	34.22'	31.61'	N57°29'27"W	078°25'38"	-
C9	25.00'	37.35'	33.97'	N40°26'37"E	085°36'15"	-
C10	298.75'	18.82'	18.82'	N00°39'29"W	003°38'02"	-
C11	248.75'	84.42'	84.01'	S08°28'33"E	019°26'10"	S88°40'28"E
C12	275.00'	42.14'	42.10'	S22°40'04"E	008°46'47"	-
C13	427.51'	12.04'	12.04'	S26°14'39"E	001°36'51"	-





TRACT DESIGNATION TABLE

TRACT	DESIGNATION
"A-1"	CDD RIGHT-OF-WAY (NON-COUNTY MAINTAINED), UTILITY EASEMENT (PUBLIC)
"B-1"	ACCESS; DRAINAGE AND UTILITY EASEMENT; WETLAND CONSERVATION AREA & WETLAND BUFFER AREA, LANDSCAPE BUFFER
"B-2"	ACCESS; DRAINAGE AND UTILITY EASEMENT; LANDSCAPE BUFFER
"B-3"	ACCESS; DRAINAGE AND UTILITY EASEMENT; LANDSCAPE BUFFER
"B-4"	ACCESS; DRAINAGE AND UTILITY EASEMENT WETLAND CONSERVATION AREA & WETLAND BUFFER AREA, LANDSCAPE BUFFER
"P-2"	ACCESS, NEIGHBORHOOD PARK; DRAINAGE AND UTILITY EASEMENT; LANDSCAPE BUFFER
"PS-1"	PUMP STATION

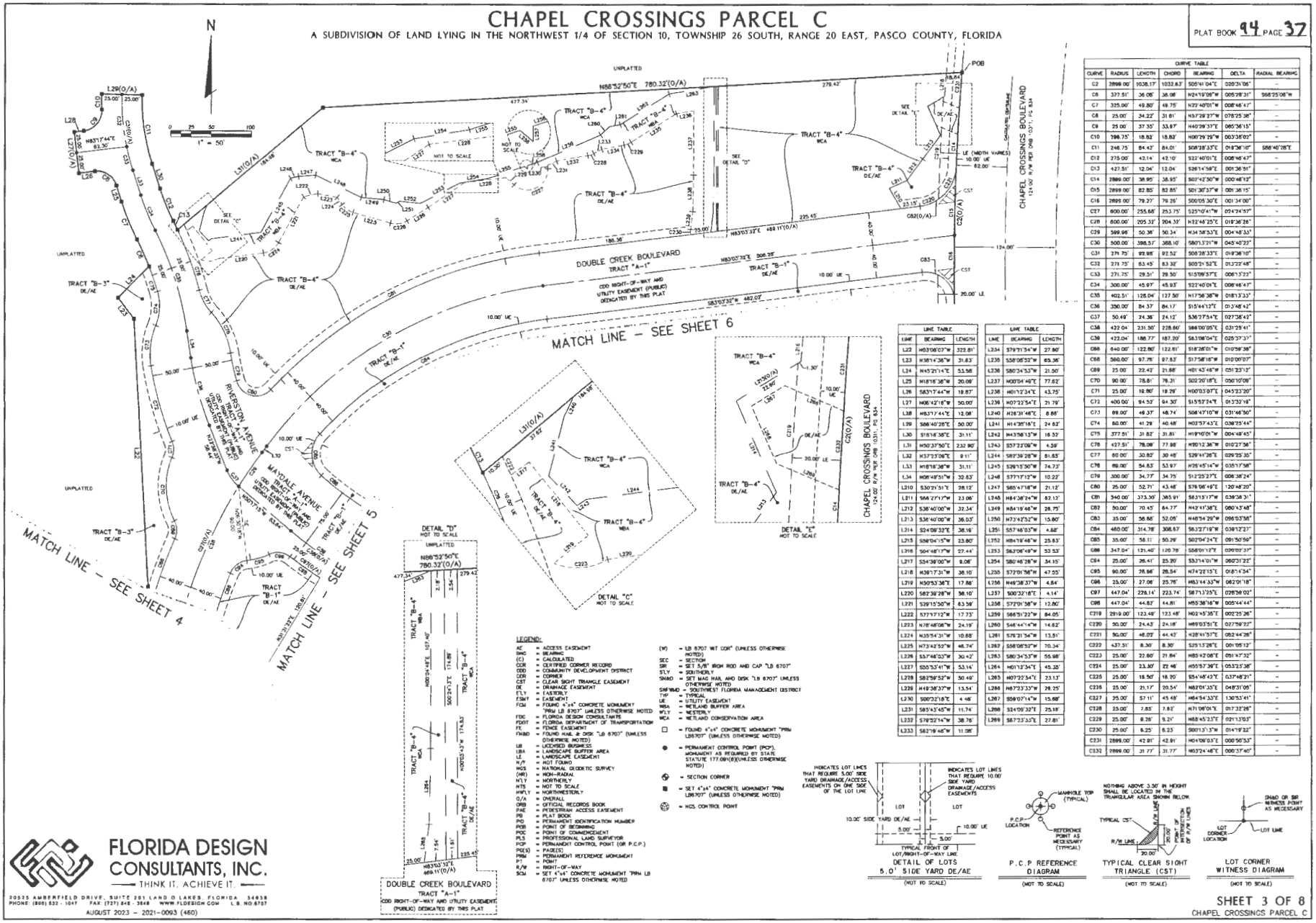
FLORIDA DESIGN CONSULTANTS, INC.
— THINK IT. ACHIEVE IT. —
28523 AMBERFIELD DRIVE, SUITE 201 LAND O LAKES, FLORIDA 34638
PHONE: (800) 532-1047 FAX: (727) 848-3848 WWW.FLDESIGN.COM LB NO.6707

AUGUST 2023 – 2021-0093 (460)

CHAPEL CROSSINGS PARCEL C

A SUBDIVISION OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PLAT BOOK 94 PAGE 37



CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA	RADIAL BEARING
C2	2898.00'	1038.17'	1032.63'	S05°41'04"E	020°31'06"	--
C8	327.51'	36.08'	36.08'	N24°19'08"W	005°28'31"	S68°25'08"W
C7	325.00'	49.80'	49.75'	N29°40'01"W	008°46'47"	--
C8	25.00'	34.22'	31.61'	N59°29'27"W	078°25'38"	--
C9	25.00'	37.35'	33.97'	N40°29'37"E	085°36'15"	--
C10	786.75'	18.82'	18.82'	N00°29'29"W	003°26'02"	--
C11	246.75'	84.42'	84.01'	S08°28'33"E	019°36'10"	S88°40'28"E
C12	275.00'	42.14'	42.10'	S22°40'01"E	008°46'47"	--
C13	427.51'	12.04'	12.04'	S28°14'58"E	001°36'51"	--
C14	2899.00'	38.95'	38.95'	S02°42'50"W	000°46'12"	--
C15	2899.00'	82.85'	82.85'	S01°36'37"W	001°36'15"	--
C16	2899.00'	79.27'	79.26'	S00°05'30"E	001°34'00"	--
C27	600.00'	255.68'	253.75'	S25°04'41"W	024°24'57"	--
C28	600.00'	205.32'	204.32'	N32°48'25"E	019°36'28"	--
C29	599.98'	50.36'	50.34'	N34°58'53"E	004°48'33"	--
C30	500.00'	398.57'	388.10'	S80°13'21"W	045°40'22"	--
C31	271.75'	92.98'	92.52'	S08°28'33"E	019°36'10"	--
C32	271.75'	63.45'	63.32'	S05°21'52"E	013°22'48"	--
C33	271.75'	29.54'	29.50'	S15°09'57"E	006°13'22"	--
C34	300.00'	45.97'	45.93'	S22°40'01"E	008°46'47"	--
C35	402.51'	126.04'	127.50'	N17°56'38"W	018°13'33"	--
C36	350.00'	84.37'	84.17'	S15°44'12"E	013°48'42"	--
C37	50.49'	24.38'	24.12'	S36°27'54"E	027°38'42"	--
C38	422.04'	231.50'	228.66'	S88°00'05"E	031°25'41"	--
C39	422.04'	188.77'	187.20'	S83°08'04"E	025°37'37"	--
C66	640.00'	122.80'	122.61'	S18°28'01"W	010°59'38"	--
C68	560.00'	97.78'	97.63'	S17°58'16"W	010°00'07"	--
C69	25.00'	22.42'	21.68'	N01°43'48"W	051°23'12"	--
C70	90.00'	78.81'	76.31'	S02°20'18"E	050°10'09"	--
C71	25.00'	18.80'	18.29'	N00°03'07"E	045°23'20"	--
C72	400.00'	94.52'	94.30'	S15°53'24"E	013°32'19"	--
C73	89.00'	48.37'	48.74'	S08°47'10"W	031°48'50"	--
C74	60.00'	41.29'	40.48'	N03°57'43"E	038°25'44"	--
C75	377.51'	31.82'	31.81'	N18°10'01"W	004°49'45"	--
C76	427.51'	78.09'	77.98'	N10°12'36"W	010°27'58"	--
C77	60.00'	30.82'	30.48'	S29°41'28"E	029°25'35"	--
C78	89.00'	54.83'	53.97'	N25°45'14"W	035°17'58"	--
C79	300.00'	34.77'	34.75'	S12°25'27"E	006°38'24"	--
C80	25.00'	52.71'	43.48'	S76°06'49"E	120°48'20"	--
C81	340.00'	373.30'	385.91'	S63°15'17"W	039°36'31"	--
C82	50.00'	70.45'	64.77'	N42°41'38"E	080°43'48"	--
C83	35.00'	56.66'	52.05'	N48°54'29"W	096°03'58"	--
C84	460.00'	314.78'	308.67'	S63°27'19"W	039°12'27"	--
C85	35.00'	58.11'	50.29'	S02°04'24"E	095°06'59"	--
C86	347.04'	121.40'	120.78'	S58°01'12"E	020°02'37"	--
C94	25.00'	26.41'	25.20'	S53°14'01"W	060°31'22"	--
C95	90.00'	78.66'	76.54'	N74°22'15"E	018°14'34"	--
C96	25.00'	27.08'	25.76'	N83°44'33"W	062°01'18"	--
C97	447.04'	228.14'	223.74'	S87°13'25"E	029°58'02"	--
C98	447.04'	44.82'	44.81'	N85°38'16"W	005°44'44"	--
C219	2919.00'	123.49'	123.48'	N02°45'35"E	002°25'26"	--
C220	50.00'	24.43'	24.18'	N89°03'51"E	027°59'22"	--
C221	50.00'	46.02'	44.42'	N28°41'57"E	052°44'28"	--
C222	437.51'	8.30'	8.30'	S25°13'28"E	001°05'12"	--
C223	25.00'	22.80'	21.84'	N85°42'08"E	051°47'32"	--
C224	25.00'	23.30'	22.46'	N55°57'36"E	053°23'38"	--
C225	25.00'	18.50'	18.10'	S54°48'43"E	037°48'21"	--
C226	25.00'	21.17'	20.54'	N82°01'25"E	048°31'09"	--
C227	25.00'	57.11'	45.48'	N64°54'33"E	130°53'41"	--
C228	25.00'	7.85'	7.82'	N71°08'01"E	017°32'28"	--
C229	25.00'	8.26'	8.24'	N88°45'23"E	021°13'03"	--
C230	25.00'	8.25'	8.23'	S00°13'13"W	014°19'22"	--
C231	2899.00'	42.91'	42.91'	N04°08'03"E	000°50'53"	--
C232	2899.00'	31.77'	31.77'	N03°24'48"E	000°37'40"	--

LINE TABLE		
LINE	BEARING	LENGTH
L22	N03°08'07"W	322.81'
L23	N38°14'58"W	31.83'
L24	N45°21'14"E	53.58'
L25	N18°16'38"W	20.09'
L26	S83°17'44"W	19.87'
L27	N06°42'18"W	50.00'
L28	N83°17'44"E	12.08'
L29	S06°40'28"E	50.00'
L30	S18°16'38"E	31.11'
L31	N50°37'50"E	232.90'
L32	N37°23'08"E	9.11'
L33	N18°16'38"W	31.11'
L34	N06°49'31"W	32.83'
L210	S30°21'51"E	28.12'
L211	S86°27'17"W	23.08'
L212	S36°40'00"W	32.34'
L213	S36°40'00"W	36.03'
L214	S24°09'32"E	36.16'
L215	S58°04'15"W	23.80'
L216	S04°48'17"W	27.44'
L217	S54°38'00"W	8.08'
L218	N39°17'31"W	38.10'
L219	N30°53'36"E	17.86'
L220	S82°39'28"W	38.10'
L221	S29°15'50"W	63.39'
L222	S77°17'12"W	17.73'
L223	N78°48'08"W	24.19'
L224	N35°54'31"W	10.88'
L225	N73°42'52"W	48.74'
L226	S37°48'03"W	30.42'
L227	S05°53'41"W	53.14'
L228	S82°59'52"W	50.49'
L229	N49°38'37"W	13.54'
L230	S00°32'18"E	4.48'
L231	S85°43'45"W	11.74'
L232	S78°52'14"W	38.78'
L233	S82°19'48"W	11.08'

LINE TABLE		
LINE	BEARING	LENGTH
L234	S79°71'34"W	27.80'
L235	S58°08'52"W	69.36'
L236	S80°34'53"W	21.50'
L237	N00°01'48"E	77.62'
L238	H01°12'34"E	43.75'
L239	H07°22'54"E	21.79'
L240	H28°31'48"E	8.88'
L241	H14°38'18"E	24.82'
L242	H43°58'13"W	18.32'
L243	S57°23'08"W	4.59'
L244	S81°39'28"W	81.83'
L245	S29°15'50"W	74.73'
L246	S77°17'12"W	10.22'
L247	S85°47'18"W	21.12'
L248	H84°38'24"W	83.12'
L249	H84°19'46"W	28.75'
L250	H73°42'52"W	13.80'
L251	S57°48'03"W	4.88'
L252	H84°19'46"W	25.83'
L253	S83°06'48"W	53.53'
L254	S80°46'28"W	34.15'
L255	S72°01'58"W	47.55'
L256	H49°38'37"W	4.84'
L257	S00°32'18"E	4.14'
L258	S72°01'58"W	12.80'
L259	S86°51'22"W	84.05'
L260	S46°44'14"W	14.62'
L261	S76°21'54"W	13.51'
L262	S58°08'52"W	70.34'
L263	S80°34'53"W	55.98'
L264	H01°13'34"E	45.35'
L265	H07°22'54"E	23.13'
L266	H67°23'33"W	28.25'
L267	S59°07'14"W	15.88'
L268	S24°09'32"E	25.18'
L269	S67°23'33"E	27.81'

LEGEND:

AE = ACCESS EASEMENT
BRNG = BEARING
(C) = CALCULATED
CCR = CERTIFIED CORNER RECORD
CDD = COMMUNITY DEVELOPMENT DISTRICT
COR = CORNER
CST = CLEAR SIGHT TRIANGLE EASEMENT
DE = DRAINAGE EASEMENT
F'LY = EASTERLY
FSMT = EASEMENT
FCM = FOUND 4"x4" CONCRETE MONUMENT "PRM LB 6707" UNLESS OTHERWISE NOTED
FDC = FLORIDA DESIGN CONSULTANTS
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
FE = FENCE EASEMENT
FN&D = FOUND NAIL & DISK "LB 6707" (UNLESS OTHERWISE NOTED)
LB = LICENSED BUSINESS
LBA = LANDSCAPE BUFFER AREA
LE = LANDSCAPE EASEMENT
N/F = NOT FOUND
NGS = NATIONAL GEODETIC SURVEY
(NR) = NON-RADIAL
N'LY = NORTHERLY
NTS = NOT TO SCALE
NW'LY = NORTHWESTERLY
O/A = OVERALL
ORB = OFFICIAL RECORDS BOOK
PAE = PEDESTRIAN ACCESS EASEMENT
PB = PLAT BOOK
PID = PERMANENT IDENTIFICATION NUMBER
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR
PCP = PERMANENT CONTROL POINT (OR P.C.P.)
PG(S) = PAGE(S)
PRM = PERMANENT REFERENCE MONUMENT
PT = POINT
R/W = RIGHT-OF-WAY
SCM = SET 4"x4" CONCRETE MONUMENT "PRM LB 6707" UNLESS OTHERWISE NOTED
(M) = LB 6707 WIT COR" (UNLESS OTHERWISE NOTED)
SEC = SECTION
SIR = SET 5/8" IRON ROD AND CAP "LB 6707"
S'LY = SOUTHERLY
SNAIL = SET MAG NAIL AND DISK "LB 6707" UNLESS OTHERWISE NOTED
SWFWMD = SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
TYP = TYPICAL
UE = UTILITY EASEMENT
WBA = WETLAND BUFFER AREA
W'LY = WESTERLY
WCA = WETLAND CONSERVATION AREA
= FOUND 4"x4" CONCRETE MONUMENT "PRM LB6707" (UNLESS OTHERWISE NOTED)
= PERMANENT CONTROL POINT (PCP). MONUMENT AS REQUIRED BY STATE STATUTE 177.091(8)(UNLESS OTHERWISE NOTED)
= SECTION CORNER
= SET 4"x4" CONCRETE MONUMENT "PRM LB6707" (UNLESS OTHERWISE NOTED)
= NGS CONTROL POINT

DETAIL OF LOTS 5.0' SIDE YARD DE/AE
(NOT TO SCALE)

P.C.P REFERENCE DIAGRAM
(NOT TO SCALE)

TYPICAL CLEAR SIGHT TRIANGLE (CST)
(NOT TO SCALE)

LOT CORNER WITNESS DIAGRAM
(NOT TO SCALE)

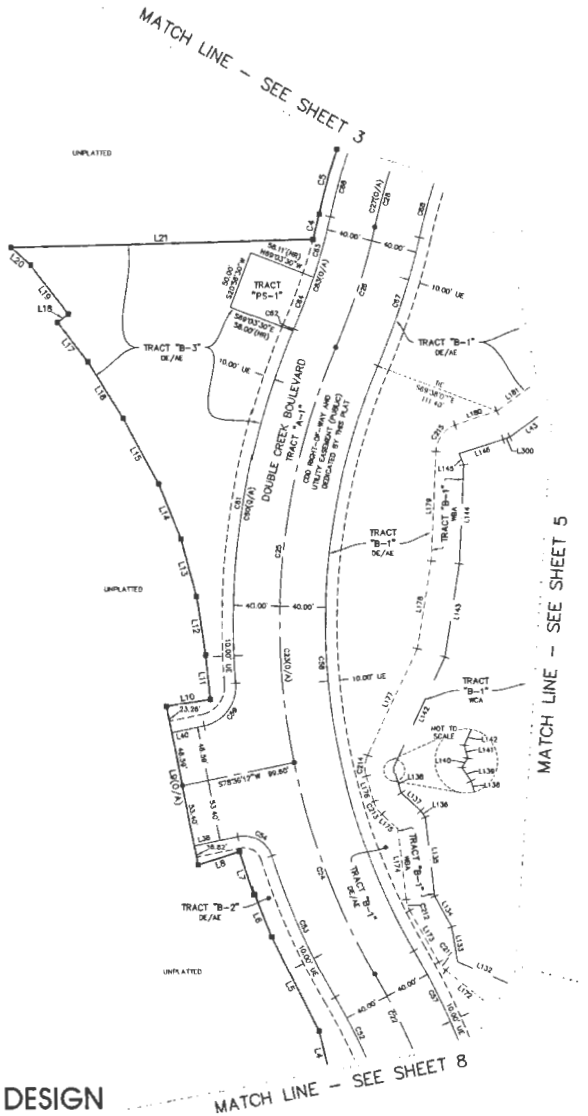
FLORIDA DESIGN CONSULTANTS, INC.
THINK IT. ACHIEVE IT.
20535 AMBERFIELD DRIVE, SUITE 201 LAND O LAKES, FLORIDA 34638
PHONE: (800) 632 - 1047 FAX: (727) 848 - 3848 WWW.FLDESIGN.COM L.B. NO.6707

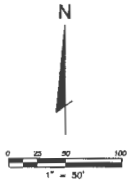
AUGUST 2023 - 2021-0093 (460)

CHAPEL CROSSINGS PARCEL C

A SUBDIVISION OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PLAT BOOK 94 PAGE 38



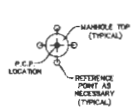


CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA	RADIAL BEARING
C4	550.00'	22.55'	22.54'	N14°08'40"E	002°20'55"	N74°40'32"W
C5	650.00'	56.18'	56.14'	N15°32'00"E	005°07'35"	–
C22	600.00'	350.26'	345.31'	N13°36'06"W	033°26'50"	–
C23	600.00'	583.30'	542.84'	S03°27'46"E	053°47'29"	–
C24	600.00'	198.41'	195.53'	N20°56'50"W	018°45'20"	–
C25	600.00'	368.89'	381.20'	N05°54'54"E	035°02'09"	–
C26	600.00'	109.37'	109.41'	N18°12'05"E	010°27'46"	–
C27	600.00'	255.88'	253.75'	S25°10'41"W	024°24'53"	–
C28	600.00'	205.32'	204.32'	N32°48'25"E	019°36'28"	–
C52	560.00'	328.91'	322.28'	N13°36'06"W	033°38'50"	–
C53	840.00'	134.07'	133.83'	S24°21'26"E	012°00'10"	–
C54	25.00'	36.23'	33.14'	N58°53'34"W	083°02'23"	–
C57	840.00'	373.61'	368.33'	N13°38'06"W	033°28'50"	–
C58	560.00'	525.75'	506.85'	S03°27'46"E	053°47'29"	–
C59	35.00'	50.85'	46.49'	N36°56'36"E	083°14'32"	–
C80	840.00'	313.57'	310.44'	S09°23'49"W	028°04'19"	–
C81	840.00'	311.57'	308.50'	N09°18'27"E	027°53'34"	–
C82	840.00'	2.00'	2.00'	N23°20'38"E	000°10'45"	–
C83	560.00'	102.26'	102.12'	N18°12'05"E	010°27'46"	–
C84	560.00'	48.02'	48.00'	N20°56'38"E	004°54'46"	–
C85	560.00'	54.24'	54.23'	N15°44'43"E	005°33'01"	–
C86	840.00'	122.80'	122.61'	S18°26'01"W	010°39'38"	–
C87	840.00'	118.87'	118.71'	N18°12'05"E	010°27'46"	–
C88	560.00'	87.76'	87.65'	S17°56'18"W	010°00'07"	–
C211	25.00'	9.57'	9.51'	S40°36'44"E	021°55'49"	–
C212	25.00'	9.97'	9.90'	S18°13'35"E	022°50'28"	–
C213	25.00'	13.47'	13.31'	S32°31'18"E	030°52'23"	–
C214	25.00'	18.48'	18.08'	S04°05'34"W	042°21'22"	–
C215	25.00'	29.96'	28.20'	S38°38'51"W	068°38'35"	–

LINE TABLE		
LINE	BEARING	LENGTH
L4	N14°04'58"W	89.83'
L5	N26°38'38"W	91.83'
L8	N22°21'35"W	36.12'
L7	N18°56'21"W	36.12'
L8	S73°41'45"W	38.30'
L9	N11°23'48"W	140.07'
L10	N81°31'21"E	39.23'
L11	N05°54'29"W	39.29'
L12	N08°39'34"W	51.29'
L13	N15°37'52"W	51.82'
L14	N22°16'10"W	51.62'
L15	N28°54'28"W	64.58'
L16	N32°48'36"W	58.07'
L17	N38°18'18"W	42.85'
L18	N51°41'41"E	11.98'
L19	N38°18'19"W	54.00'
L20	N49°48'43"W	23.38'
L21	N88°30'33"E	266.52'
L38	S78°36'12"W	39.50'
L40	N78°36'12"E	29.29'
L43	N54°36'20"E	78.33'
L132	N68°48'18"W	48.00'
L133	N09°37'27"W	30.35'
L134	N29°38'49"W	30.42'
L135	N08°48'21"W	68.93'
L136	N35°18'03"W	6.73'
L137	N47°37'29"W	23.16'
L138	N17°05'07"W	18.24'
L139	N35°18'03"W	3.46'
L140	N35°13'25"E	1.37'
L141	N17°05'07"W	2.27'
L142	N25°18'15"E	108.18'
L143	N09°09'33"E	81.40'
L144	N02°38'54"E	88.28'
L145	N22°32'20"W	10.50'
L148	N72°22'43"E	40.82'
L172	N51°34'38"W	88.84'
L173	N78°38'49"W	31.00'
L174	N08°48'21"W	81.78'
L175	N47°57'29"W	18.88'
L178	N17°05'07"W	22.63'
L177	N25°18'15"E	102.82'
L178	N09°09'33"E	78.44'
L179	N02°38'54"E	95.27'
L180	N71°18'48"E	38.84'
L181	N54°36'20"E	74.73'
L300	N71°18'48"E	8.32'

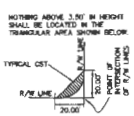
LEGEND:

AE	= ACCESS EASEMENT	(W)	= LB 6707 WIT COR" (UNLESS OTHERWISE NOTED)
BRNG	= BEARING	SEC	= SECTION
(C)	= CALCULATED	SIR	= SET 5/8" IRON ROD AND CAP "LB 6707"
CCR	= CERTIFIED CORNER RECORD	STLY	= SOUTHERLY
CDD	= COMMUNITY DEVELOPMENT DISTRICT	SN&D	= SET MAG NAIL AND DISK "LB 6707" UNLESS OTHERWISE NOTED
COR	= CORNER	SWFWMD	= SOUTHWEST FLORIDA MANAGEMENT DISTRICT
CST	= CLEAR SIGHT TRIANGLE EASEMENT	TYP	= TYPICAL
DE	= DRAINAGE EASEMENT	UE	= UTILITY EASEMENT
E'LY	= EASTERLY	WBA	= WETLAND BUFFER AREA
ESMT	= EASEMENT	WLY	= WESTERLY
FCM	= FOUND 4"x4" CONCRETE MONUMENT "PRM LB 6707" UNLESS OTHERWISE NOTED	WCA	= WETLAND CONSERVATION AREA
FDC	= FLORIDA DESIGN CONSULTANTS	□	= FOUND 4"x4" CONCRETE MONUMENT "PRM LB6707" (UNLESS OTHERWISE NOTED)
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION	●	= PERMANENT CONTROL POINT (PCP), MONUMENT AS REQUIRED BY STATE STATUTE 177.091(8)(UNLESS OTHERWISE NOTED)
FE	= FENCE EASEMENT	◆	= SECTION CORNER
FN&D	= FOUND NAIL & DISK "LB 6707" (UNLESS OTHERWISE NOTED)	■	= SET 4"x4" CONCRETE MONUMENT "PRM LB6707" (UNLESS OTHERWISE NOTED)
LB	= LICENSED BUSINESS	⊕	= NGS CONTROL POINT
LBA	= LANDSCAPE BUFFER AREA		
LE	= LANDSCAPE EASEMENT		
N/F	= NOT FOUND		
NGS	= NATIONAL GEODETIC SURVEY		
(NR)	= NON-RADIAL		
N'LY	= NORTHERLY		
NTS	= NOT TO SCALE		
NW'LY	= NORTHWESTERLY		
O/A	= OVERALL		
ORB	= OFFICIAL RECORDS BOOK		
PAE	= PEDESTRIAN ACCESS EASEMENT		
PB	= PLAT BOOK		
PID	= PERMANENT IDENTIFICATION NUMBER		
POB	= POINT OF BEGINNING		
POC	= POINT OF COMMENCEMENT		
PLS	= PROFESSIONAL LAND SURVEYOR		
PCP	= PERMANENT CONTROL POINT (OR P.C.P.)		
PG(S)	= PAGE(S)		
PRM	= PERMANENT REFERENCE MONUMENT		
PT	= POINT		
R/W	= RIGHT-OF-WAY		
SCM	= SET 4"x4" CONCRETE MONUMENT "PRM LB 6707" UNLESS OTHERWISE NOTED		



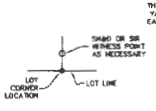
P.C.P REFERENCE DIAGRAM

(NOT TO SCALE)



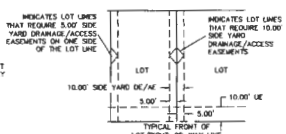
TYPICAL CLEAR SIGHT TRIANGLE (CST)

(NOT TO SCALE)



LOT CORNER WITNESS DIAGRAM

(NOT TO SCALE)



DETAIL OF LOTS 5.0' SIDE YARD DE/AE

(NOT TO SCALE)

FLORIDA DESIGN CONSULTANTS, INC.

THINK IT. ACHIEVE IT.

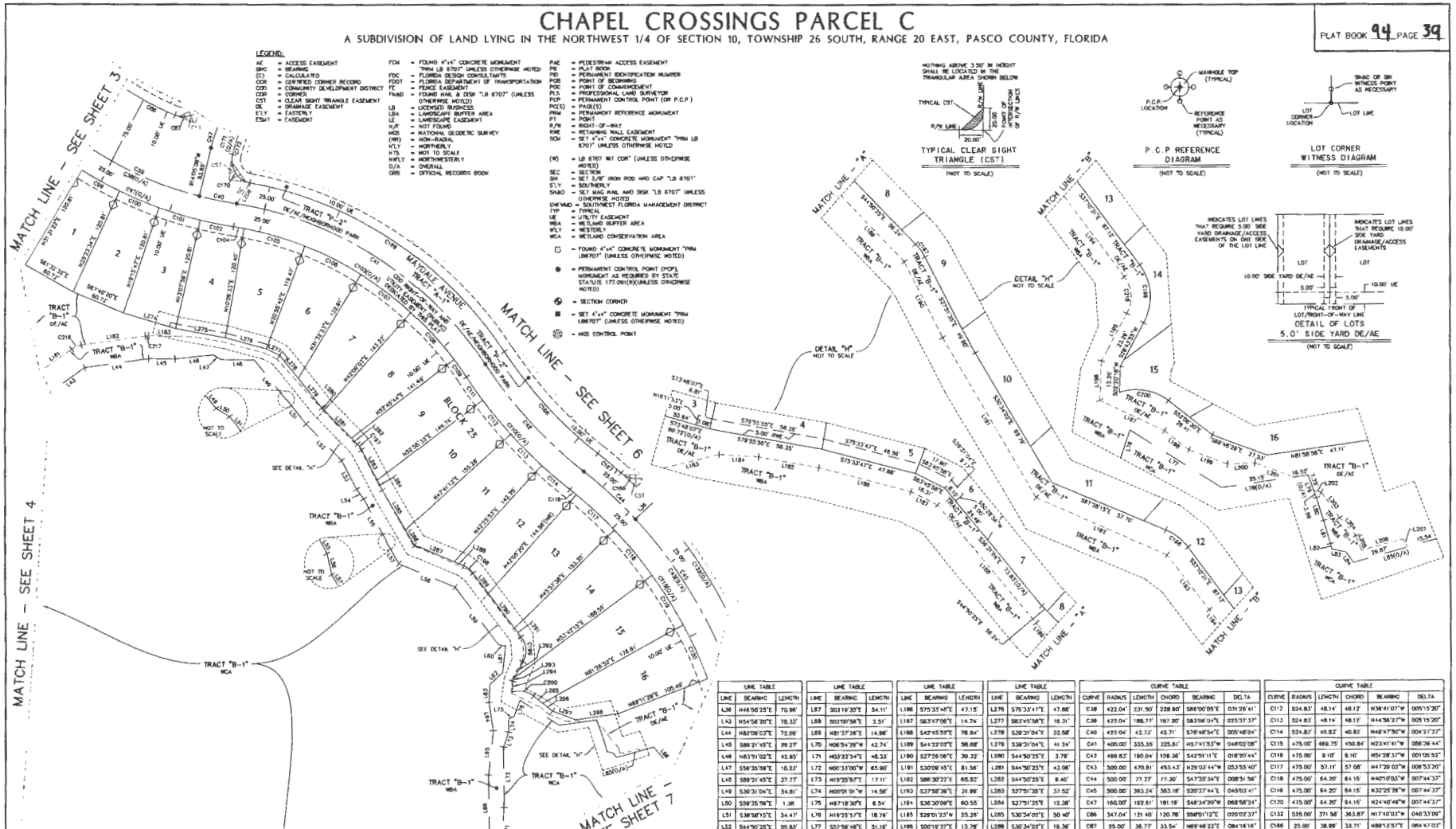
26525 AMBERFIELD DRIVE, SUITE 201 LAND O LAKES, FLORIDA 34638
PHONE (800) 532 - 1047 FAX: (727) 848 - 3848 WWW.FLDESIGN.COM L.B. NO.6707

AUGUST 2023 – 2021-0093 (460)

CHAPEL CROSSINGS PARCEL C

A SUBDIVISION OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PLAT BOOK 94 PAGE 39



LINE TABLE		
LINE	BEARING	LENGTH
L36	N46°50'25"E	70.99'
L43	N54°56'20"E	78.33'
L44	N82°09'03"E	72.09'
L45	S89°21'45"E	29.27'
L46	N83°51'02"E	42.85'
L47	S59°35'58"E	10.23'
L48	S89°21'45"E	37.77'
L49	S36°31'04"E	54.81'
L50	S59°35'58"E	1.38'
L51	S38°58'15"E	34.47'
L52	S44°50'25"E	55.83'
L53	S37°51'35"E	25.73'
L54	S37°13'30"E	13.13'
L55	S26°56'03"E	52.17'
L56	S13°02'45"E	2.46'
L57	S30°34'02"E	25.85'
L58	S67°28'15"E	88.04'
L59	S37°10'31"E	79.25'
L60	S81°41'02"E	7.56'
L61	S06°01'40"W	29.10'
L62	S48°27'01"W	18.86'
L63	S02°20'18"W	19.41'
L64	S08°52'04"E	30.73'
L65	S08°05'58"W	49.00'
L66	S00°39'08"E	71.51'

LINE TABLE		
LINE	BEARING	LENGTH
L67	S03°19'35"E	54.11'
L68	S02°00'58"E	2.51'
L69	N81°37'28"E	14.98'
L70	N06°54'29"W	42.74'
L71	N03°22'54"E	48.33'
L72	N00°37'00"W	65.90'
L73	N19°25'57"E	17.11'
L74	N00°01'01"W	14.58'
L75	N87°18'30"E	6.54'
L76	N19°25'57"E	18.78'
L77	S37°58'48"E	51.18'
L78	N81°58'56"E	41.87'
L79	S20°13'19"E	11.34'
L80	S18°20'17"E	11.34'
L81	S18°27'15"E	11.34'
L82	S14°54'15"E	7.51'
L83	S77°48'34"E	6.95'
L84	S36°49'31"E	6.05'
L85	N74°42'36"E	42.41'
L86	S40°55'43"E	51.89'
L181	N54°56'20"E	74.73'
L182	N82°09'03"E	72.09'
L183	S89°21'45"E	34.99'
L184	S86°36'28"E	19.55'
L185	S76°55'55"E	30.27'

LINE TABLE		
LINE	BEARING	LENGTH
L186	S75°33'47"E	47.15'
L187	S63°47'08"E	14.74'
L188	S42°45'53"E	78.84'
L189	S44°22'03"E	38.88'
L190	S27°26'08"E	39.32'
L191	S30°09'45"E	81.56'
L192	S86°30'22"E	85.52'
L193	S37°58'38"E	31.99'
L194	S36°30'09"E	80.55'
L195	S29°01'37"W	25.26'
L196	S00°19'37"E	13.78'
L197	S64°51'30"E	34.34'
L198	S52°06'30"E	14.82'
L199	S89°48'29"E	19.56'
L200	N87°32'28"E	12.98'
L201	S89°48'29"E	3.78'
L202	S77°48'34"E	3.76'
L203	S35°55'38"E	14.98'
L204	S40°46'32"E	12.96'
L205	S16°16'34"E	7.38'
L206	N75°35'49"E	20.70'
L207	S36°49'31"E	2.84'
L208	N33°36'32"E	27.48'
L274	S73°48'07"E	80.72'
L275	S79°55'55"E	56.35'

LINE TABLE		
LINE	BEARING	LENGTH
L276	S75°33'47"E	47.88'
L277	S83°45'58"E	18.31'
L278	S39°31'04"E	32.58'
L279	S36°31'04"E	41.34'
L280	S44°50'25"E	3.78'
L281	S44°50'25"E	43.08'
L282	S44°50'25"E	8.40'
L283	S27°51'35"E	37.52'
L284	S27°51'35"E	12.38'
L285	S30°34'02"E	30.40'
L286	S30°34'02"E	19.36'
L287	S67°28'15"E	48.53'
L288	S87°28'15"E	11.17'
L289	S37°10'31"E	27.86'
L290	S37°10'31"E	47.55'
L291	S37°10'31"E	11.91'
L292	S28°43'55"W	19.87'
L293	S28°43'55"W	3.43'
L294	S02°20'18"W	12.20'
L295	S52°06'30"E	12.70'
L296	S52°06'30"E	13.71'
L297	S89°48'29"E	27.53'
L298	N81°58'56"E	47.11'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C38	422.04'	231.50'	228.60'	S86°00'05"E	031°25'41"
C39	422.04'	188.77'	187.20'	S63°06'04"E	025°37'37"
C40	422.04'	42.73'	42.71'	S78°48'54"E	005°48'04"
C41	400.00'	335.35'	325.61'	N57°41'53"W	048°02'08"
C42	499.83'	180.04'	179.06'	S42°51'11"E	018°30'44"
C43	500.00'	470.81'	453.43'	N29°03'44"W	053°55'40"
C44	500.00'	77.37'	77.30'	S47°35'34"E	008°51'58"
C45	500.00'	393.24'	383.18'	S29°37'44"E	045°03'41"
C47	180.00'	192.61'	181.18'	S48°34'20"W	061°18'24"
C86	347.04'	121.40'	120.78'	S58°01'12"E	020°03'37"
C87	25.00'	38.77'	35.04'	N89°48'22"E	084°18'18"
C97	447.04'	298.14'	292.74'	S87°13'25"E	038°58'02"
C98	447.04'	47.83'	47.80'	N51°32'30"W	006°07'48"
C100	447.04'	47.83'	47.80'	N57°40'20"W	006°07'48"
C101	447.04'	47.83'	47.80'	N73°48'07"W	006°07'48"
C102	447.04'	37.82'	37.82'	N79°17'38"W	004°50'55"
C103	375.00'	314.39'	305.26'	N57°41'53"W	048°02'08"
C104	375.00'	12.27'	12.27'	N80°48'42"W	001°52'29"
C105	375.00'	70.48'	70.38'	N74°27'22"W	010°46'09"
C106	375.00'	88.45'	88.25'	N63°45'58"W	013°31'40"
C107	375.00'	89.45'	89.25'	N53°09'17"W	013°39'40"
C108	375.00'	89.45'	89.25'	N43°32'37"W	013°39'40"
C109	375.00'	23.28'	23.28'	N35°27'33"W	003°33'27"
C110	524.83'	188.04'	187.03'	S42°51'11"E	018°30'44"
C111	524.83'	30.93'	30.93'	N35°22'08"W	003°22'33"

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C112	524.83'	48.14'	48.12'	N39°41'07"W	005°15'20"
C113	524.83'	48.14'	48.12'	N44°56'27"W	005°15'20"
C114	524.83'	40.83'	40.82'	N48°47'50"W	004°27'27"
C115	475.00'	469.75'	450.84'	N23°41'41"W	056°39'44"
C116	475.00'	9.10'	9.10'	N51°28'37"W	001°05'52"
C117	475.00'	57.11'	57.08'	N47°29'02"W	006°53'20"
C118	475.00'	84.20'	84.15'	N40°10'03"W	007°44'37"
C119	475.00'	84.20'	84.15'	N32°25'26"W	007°44'37"
C120	475.00'	84.20'	84.15'	N24°40'49"W	007°44'37"
C132	525.00'	371.58'	363.87'	N17°40'03"W	040°33'09"
C166	25.00'	38.99'	35.11'	N86°13'57"E	089°17'03"
C167	525.00'	33.45'	33.44'	N50°12'03"W	003°39'01"
C168	474.83'	152.03'	151.38'	S42°51'11"E	018°20'44"
C169	425.00'	344.55'	335.19'	N36°54'20"W	046°27'01"
C170	25.00'	40.96'	36.53'	S33°11'38"E	093°52'26"
C171	135.00'	153.33'	153.54'	S48°24'04"W	065°05'55"
C172	135.00'	108.43'	105.54'	S36°45'10"W	046°01'09"
C197	25.00'	7.41'	7.38'	N36°21'00"W	016°58'50"
C198	25.00'	13.22'	13.07'	N52°19'23"W	030°17'45"
C199	25.00'	28.76'	27.20'	N04°13'18"W	065°54'25"
C200	25.00'	24.85'	23.89'	N80°23'21"W	056°55'41"
C216	25.00'	11.87'	11.76'	S86°37'42"W	027°12'44"
C217	25.00'	3.70'	3.70'	S86°23'36"W	008°29'12"
C218	34.81'	24.26'	23.77'	N05°44'03"W	040°09'48"

FLORIDA DESIGN CONSULTANTS, INC.
THINK IT. ACHIEVE IT.
20325 AMBERFIELD DRIVE, SUITE 201 LAND O LAKES, FLORIDA 34638
PHONE (850) 532 - 1047 FAX: (727) 848 - 2648 WWW.FLDESIGN.COM L.B. NO.8707

AUGUST 2023 - 2021-0093 (460)

SHEET 5 OF 8

CHAPEL CROSSINGS PARCEL C

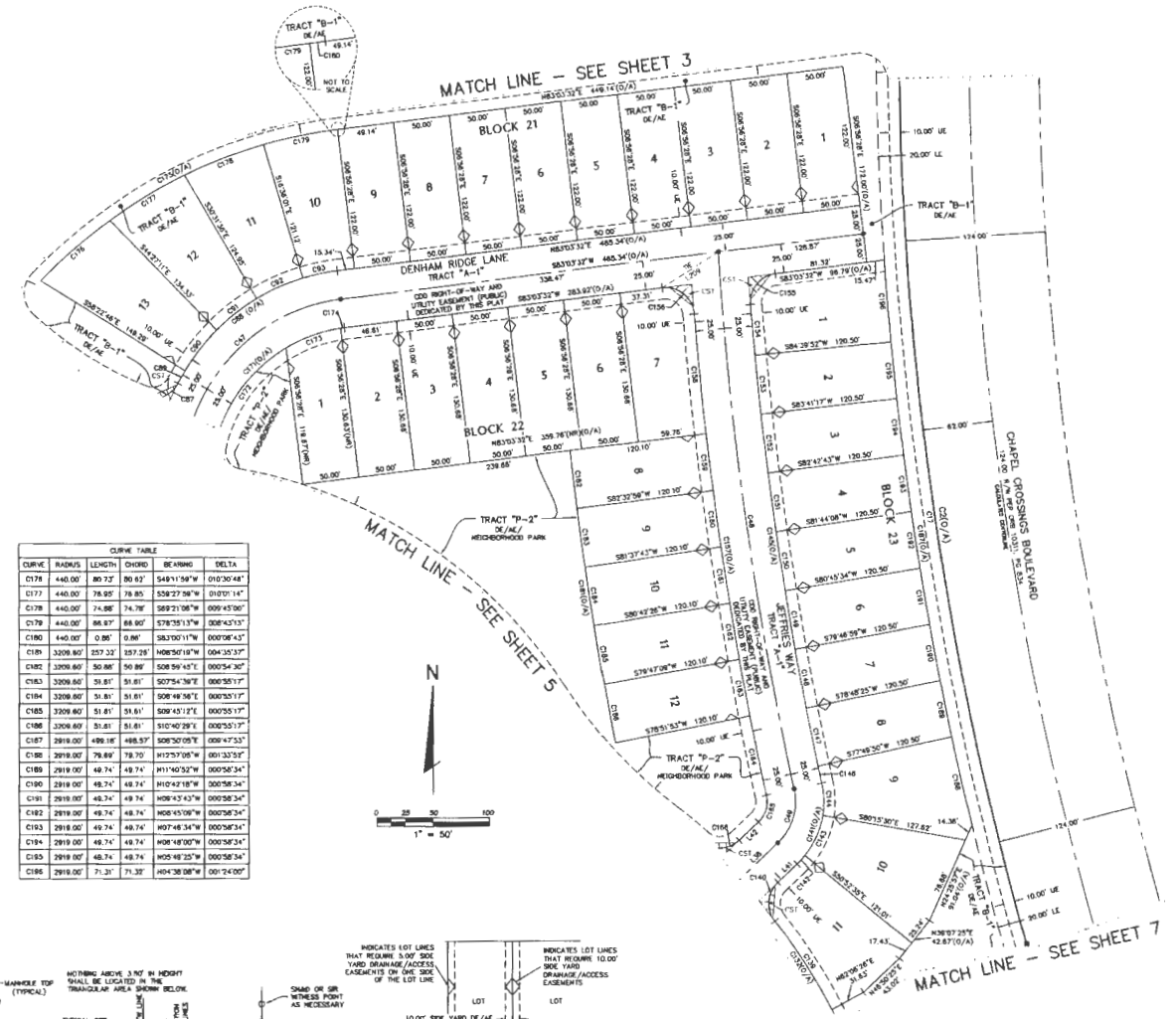
CHAPEL CROSSINGS PARCEL C

A SUBDIVISION OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PLAT BOOK 94 PAGE 40

LEGEND:

AE	= ACCESS EASEMENT	(M)	= LB 6707 MT COR" (UNLESS OTHERWISE NOTED)
BRG	= BEARING	SEC	= SECTION
(C)	= CALCULATED	SIR	= SET 5/8" IRON ROD AND CAP "LB 6707"
CCR	= CERTIFIED CORNER RECORD	STLY	= SOUTHERLY
CDD	= COMMUNITY DEVELOPMENT DISTRICT	SNAIL	= SET MAG NAIL AND DISK "LB 6707" UNLESS OTHERWISE NOTED
COR	= CORNER	SWFWMD	= SOUTHWEST FLORIDA MANAGEMENT DISTRICT
CST	= CLEAR SIGHT TRIANGLE EASEMENT	TYP	= TYPICAL
DE	= DRAINAGE EASEMENT	UE	= UTILITY EASEMENT
ELY	= EASTERLY	WBA	= WETLAND BUFFER AREA
ESMT	= EASEMENT	WLY	= WESTERLY
FCM	= FOUND 4"x4" CONCRETE MONUMENT "PRM LB 6707" UNLESS OTHERWISE NOTED	WCA	= WETLAND CONSERVATION AREA
FDC	= FLORIDA DESIGN CONSULTANTS	□	= FOUND 4"x4" CONCRETE MONUMENT "PRM LB6707" (UNLESS OTHERWISE NOTED)
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION	●	= PERMANENT CONTROL POINT (PCP), MONUMENT AS REQUIRED BY STATE STATUTE 177.091(8)UNLESS OTHERWISE NOTED)
FE	= FENCE EASEMENT	⊗	= SECTION CORNER
FMMD	= FOUND NAIL & DISK "LB 6707" (UNLESS OTHERWISE NOTED)	■	= SET 4"x4" CONCRETE MONUMENT "PRM LB6707" (UNLESS OTHERWISE NOTED)
LB	= LICENSED BUSINESS	⊕	= MOS CONTROL POINT
LBA	= LANDSCAPE BUFFER AREA		
LE	= LANDSCAPE EASEMENT		
N/F	= NOT FOUND		
NGS	= NATIONAL GEODETIC SURVEY		
(NR)	= NON-RADIAL		
NTLY	= NORTHERLY		
NTS	= NOT TO SCALE		
NWLY	= NORTHWESTERLY		
O/A	= OVERALL		
ORB	= OFFICIAL RECORDS BOOK		
PAE	= PEDESTRIAN ACCESS EASEMENT		
PB	= PLAT BOOK		
PID	= PERMANENT IDENTIFICATION NUMBER		
POB	= POINT OF BEGINNING		
POC	= POINT OF COMMENCEMENT		
PLS	= PROFESSIONAL LAND SURVEYOR		
PCP	= PERMANENT CONTROL POINT (OR P.C.P.)		
PG(S)	= PAGE(S)		
PRM	= PERMANENT REFERENCE MONUMENT		
PT	= POINT		
R/W	= RIGHT-OF-WAY		
SCM	= SET 4"x4" CONCRETE MONUMENT "PRM LB 6707" UNLESS OTHERWISE NOTED		

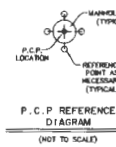


LINE TABLE		
LINE	BEARING	LENGTH
L36	N48°36'25"E	70.98'
L41	S48°36'25"W	23.24'
L42	N48°36'25"E	23.24'
L209	N57°36'59"E	58.19'

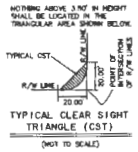
CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C2	2899.00'	1038.17'	1032.83'	S05°41'04"E	020°31'08"
C17	2899.00'	782.42'	780.23'	S08°24'34"E	015°04'07"
C47	180.00'	182.61'	181.19'	S48°34'20"W	058°58'24"
C48	3064.50'	473.14'	472.87'	S06°02'00"E	008°50'46"
C49	50.00'	51.75'	49.47'	N17°11'31"E	059°17'46"
C87	25.00'	38.77'	33.54'	N89°49'22"E	084°18'16"
C88	183.00'	178.79'	171.91'	S55°22'23"W	055°22'18"
C89	185.00'	12.70'	12.70'	N28°26'14"E	003°56'00"
C90	185.00'	44.97'	44.86'	N38°35'02"E	013°55'35"
C91	185.00'	44.97'	44.86'	N52°30'37"E	013°55'35"
C92	185.00'	44.97'	44.88'	N66°26'12"E	013°55'35"
C93	185.00'	31.16'	31.15'	N78°13'48"E	009°38'33"
C132	525.00'	371.58'	363.83'	N17°40'03"W	040°33'09"
C139	525.00'	92.09'	91.98'	S32°55'06"E	010°03'04"
C140	25.00'	38.89'	33.71'	S04°28'54"W	084°47'03"
C141	75.00'	77.82'	74.20'	N17°11'31"E	059°27'48"
C142	75.00'	10.10'	10.09'	S42°58'55"W	007°43'00"
C143	75.00'	38.48'	38.04'	S24°25'57"W	029°23'55"
C144	75.00'	29.08'	28.88'	S01°21'28"E	022°13'53"
C145	3039.50'	421.73'	421.39'	S08°28'53"E	007°56'36"
C146	3039.50'	15.23'	15.23'	S13°18'48"E	000°17'13"
C147	3039.50'	51.79'	51.79'	S11°40'52"E	000°58'34"
C148	3039.50'	51.79'	51.79'	S10°42'18"E	000°58'34"

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C149	3039.50'	51.78'	51.78'	S09°43'43"E	000°58'34"
C150	3039.50'	51.79'	51.79'	S08°45'08"E	000°58'34"
C151	3039.50'	51.79'	51.79'	S07°46'34"E	000°58'34"
C152	3039.50'	51.79'	51.79'	S06°48'00"E	000°58'34"
C153	3039.50'	51.79'	51.79'	S05°49'25"E	000°58'34"
C154	3039.50'	43.97'	43.96'	S04°55'16"E	000°49'44"
C155	25.00'	38.21'	34.60'	S39°16'34"W	087°33'56"
C156	25.00'	40.30'	36.07'	N50°45'47"W	092°21'23"
C157	3089.50'	424.45'	424.12'	S08°31'14"E	007°52'18"
C158	3089.50'	104.68'	104.68'	N05°33'20"W	001°56'29"
C159	3089.50'	49.82'	49.82'	N06°59'17"W	000°55'26"
C160	3089.50'	49.68'	49.68'	N07°54'38"W	000°55'17"
C161	3089.50'	49.68'	49.68'	N08°49'56"W	000°55'17"
C162	3089.50'	49.68'	49.68'	N09°45'12"W	000°55'17"
C163	3089.50'	49.68'	49.68'	N10°40'29"W	000°55'17"
C164	3089.50'	71.23'	71.23'	N11°47'45"W	001°19'18"
C165	25.00'	25.87'	24.73'	N17°11'31"E	059°17'48"
C166	25.00'	38.98'	33.71'	N89°13'57"E	084°47'03"
C171	135.00'	183.32'	153.54'	S48°24'04"W	069°16'53"
C172	135.00'	108.43'	105.54'	S36°45'10"W	046°01'09"
C173	135.00'	51.50'	51.19'	S70°41'37"W	021°51'26"
C174	136.00'	3.39'	3.39'	S82°20'21"W	001°26'22"
C175	440.00'	300.39'	294.59'	S63°30'04"W	039°08'56"

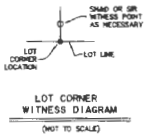
CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C176	440.00'	80.73'	80.62'	S48°11'59"W	010°30'48"
C177	440.00'	78.95'	78.85'	S58°27'59"W	010°01'14"
C178	440.00'	74.88'	74.78'	S68°21'06"W	009°45'06"
C179	440.00'	88.97'	88.80'	S78°35'13"W	008°43'13"
C180	440.00'	0.86'	0.86'	S83°00'11"W	000°06'43"
C181	3209.60'	257.33'	257.25'	N08°50'19"W	004°35'37"
C182	3209.60'	50.88'	50.88'	S08°59'45"E	000°54'30"
C183	3209.60'	51.81'	51.81'	S07°54'39"E	000°55'17"
C184	3209.60'	51.81'	51.81'	S06°49'56"E	000°55'17"
C185	3209.60'	51.81'	51.81'	S05°45'12"E	000°55'17"
C186	3209.60'	51.81'	51.81'	S04°40'29"E	000°55'17"
C187	2919.00'	499.18'	498.57'	S08°50'05"E	009°47'53"
C188	2919.00'	79.89'	79.70'	N12°57'05"W	001°33'55"
C189	2919.00'	49.74'	49.74'	N11°40'52"W	000°58'34"
C190	2919.00'	49.74'	49.74'	N10°42'18"W	000°58'34"
C191	2919.00'	49.74'	49.74'	N09°43'43"W	000°58'34"
C192	2919.00'	49.74'	49.74'	N08°45'09"W	000°58'34"
C193	2919.00'	49.74'	49.74'	N07°46'34"W	000°58'34"
C194	2919.00'	49.74'	49.74'	N06°48'00"W	000°58'34"
C195	2919.00'	48.74'	48.74'	N05°48'25"W	000°58'34"
C196	2919.00'	71.31'	71.31'	N04°38'08"W	001°24'00"



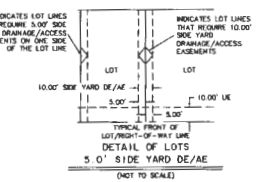
P.C.P. REFERENCE DIAGRAM
(NOT TO SCALE)



TYPICAL CLEAR SIGHT TRIANGLE (CST)
(NOT TO SCALE)



LOT CORNER WITNESS DIAGRAM
(NOT TO SCALE)



DETAIL OF LOTS 5.0' SIDE YARD DE/AE
(NOT TO SCALE)

FLORIDA DESIGN CONSULTANTS, INC.
THINK IT. ACHIEVE IT.

28525 AMBERFIELD DRIVE, SUITE 201, LAND O LAKES, FLORIDA 34638
PHONE: (800) 532 - 1047 FAX: (727) 848 - 3848 WWW.FLDESIGN.COM L.B. NO 6707

AUGUST 2023 – 2021-0093 (460)

CHAPEL CROSSINGS PARCEL C

A SUBDIVISION OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

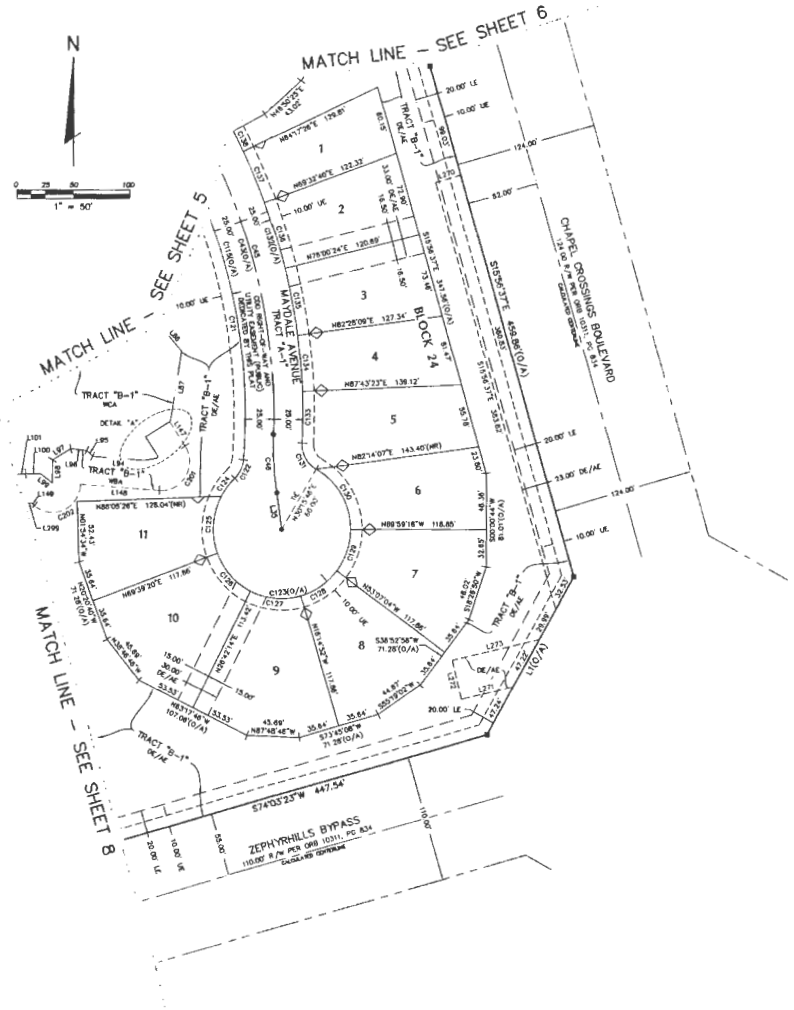
PLAT BOOK 94 PAGE 41

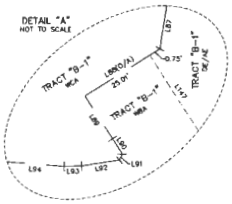
LINE TABLE		
LINE	BEARING	LENGTH
L1	S29°03'23"W	156.98'
L35	N07°48'27"W	31.61'
L86	S40°55'43"E	51.99'
L87	S09°13'30"W	61.34'
L88	S58°23'40"W	25.76'
L89	S33°06'15"E	14.82'
L90	S33°06'15"E	5.21'
L91	S25°53'11"W	1.94'
L92	S61°21'18"W	11.19'
L93	S88°20'56"W	1.42'
L94	N85°37'49"W	44.74'
L95	N45°45'44"W	7.33'
L96	N83°41'04"W	14.27'

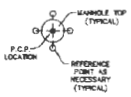
LINE TABLE		
LINE	BEARING	LENGTH
L97	S08°43'24"W	18.77'
L98	S01°00'44"W	20.40'
L99	N50°08'48"W	12.85'
L100	S89°51'03"W	13.45'
L101	S86°45'05"W	7.57'
L147	S33°06'15"E	25.01'
L148	N85°37'49"W	70.17'
L149	N50°08'48"W	3.78'
L270	S74°03'23"W	23.00'
L271	S76°53'27"W	48.58'
L272	N13°06'33"W	35.00'
L273	N76°53'27"E	78.28'
L299	S89°51'03"W	3.68'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C43	500.00'	470.81'	453.43'	N25°03'44"W	053°55'40"
C45	500.00'	393.24'	383.18'	S20°37'44"E	045°03'41"
C46	300.00'	50.88'	50.80'	S02°56'19"E	009°43'33"
C115	475.00'	489.75'	450.84'	N23°41'41"W	058°28'44"
C121	475.00'	210.94'	209.22'	N08°09'10"W	025°28'41"
C122	25.00'	18.45'	18.03'	N25°46'27"E	042°18'33"
C123	80.00'	300.18'	71.87'	N83°35'15"E	386°38'51"
C124	80.00'	18.71'	18.67'	N37°30'05"E	013°49'18"
C125	80.00'	50.73'	49.22'	N03°52'23"E	048°28'06"
C126	60.00'	44.98'	43.93'	N41°48'13"W	042°57'08"
C127	80.00'	44.98'	43.93'	N84°48'19"W	042°57'08"
C128	80.00'	36.81'	37.85	S35°18'02"W	036°52'12"

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C129	80.00'	38.81'	37.95'	S18°28'50"W	036°52'12"
C130	60.00'	82.57'	59.77'	S29°51'45"E	059°44'58"
C131	25.00'	27.20'	25.88'	S28°33'51"E	062°20'45"
C132	525.00'	371.58'	363.87'	N17°40'03"W	040°33'09"
C133	525.00'	44.77'	44.75'	S00°09'37"W	004°53'08"
C134	525.00'	48.14'	48.12'	S04°54'14"E	005°15'14"
C135	525.00'	58.21'	58.18'	S10°45'43"E	006°21'44"
C136	525.00'	59.21'	58.18'	S17°13'28"E	006°27'44"
C137	525.00'	48.14'	48.12'	S21°04'37"E	005°15'14"
C138	525.00'	20.00'	20.00'	S28°46'04"E	002°11'00"
C201	25.00'	55.82'	44.84'	N30°13'38"E	127°28'25"
C202	25.00'	55.88'	44.94'	N65°48'36"E	128°01'18"

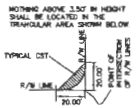






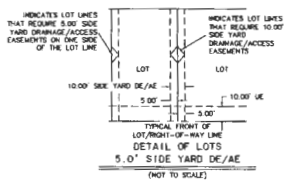
P.C.P REFERENCE DIAGRAM

(NOT TO SCALE)



TYPICAL CLEAR SIGHT TRIANGLE (CST)

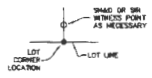
(NOT TO SCALE)



DETAIL OF LOTS

5.0' SIDE YARD DE/AE

(NOT TO SCALE)



LOT CORNER WITNESS DIAGRAM

(NOT TO SCALE)

LEGEND:

AE = ACCESS EASEMENT
BRG = BEARING
(C) = CALCULATED
CCR = CERTIFIED CORNER RECORD
CDD = COMMUNITY DEVELOPMENT DISTRICT
COR = CORNER
CST = CLEAR SIGHT TRIANGLE EASEMENT
DE = DRAINAGE EASEMENT
E'LY = EASTERLY
ESMT = EASEMENT
FCM = FOUND 4"x4" CONCRETE MONUMENT "PRM LB 6707" UNLESS OTHERWISE NOTED
FDC = FLORIDA DESIGN CONSULTANTS
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
FE = FENCE EASEMENT
FN&D = FOUND NAIL & DISK "LB 6707" (UNLESS OTHERWISE NOTED)
LB = LICENSED BUSINESS
LBA = LANDSCAPE BUFFER AREA
LE = LANDSCAPE EASEMENT
N/F = NOT FOUND
NGS = NATIONAL GEODETIC SURVEY
(NR) = NON-RADIAL
N'LY = NORTHERLY
NTS = NOT TO SCALE
NW'LY = NORTHWESTERLY
O/A = OVERALL
ORB = OFFICIAL RECORDS BOOK
P/AE = PEDESTRIAN ACCESS EASEMENT
PB = PLAT BOOK
PID = PERMANENT IDENTIFICATION NUMBER
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR
PCP = PERMANENT CONTROL POINT (OR P.C.P.)
PG(S) = PAGE(S)
PRM = PERMANENT REFERENCE MONUMENT
PT = POINT
R/W = RIGHT-OF-WAY
SCM = SET 4"x4" CONCRETE MONUMENT "PRM LB 6707" UNLESS OTHERWISE NOTED
(M) = LB 6707 "MT COR" (UNLESS OTHERWISE NOTED)
SEC = SECTION
SIR = SET 5/8" IRON ROD AND CAP "LB 6707"
S'LY = SOUTHERLY
SN&D = SET MAG NAIL AND DISK "LB 6707" UNLESS OTHERWISE NOTED
SWFWMD = SOUTHWEST FLORIDA MANAGEMENT DISTRICT
TYP = TYPICAL
UE = UTILITY EASEMENT
WEA = WETLAND BUFFER AREA
W'LY = WESTERLY
WCA = WETLAND CONSERVATION AREA

□ = FOUND 4"x4" CONCRETE MONUMENT "PRM LB6707" (UNLESS OTHERWISE NOTED)

● = PERMANENT CONTROL POINT (PCP), MONUMENT AS REQUIRED BY STATE STATUTE 177.091(8)(UNLESS OTHERWISE NOTED)

⊕ = SECTION CORNER

■ = SET 4"x4" CONCRETE MONUMENT "PRM LB6707" (UNLESS OTHERWISE NOTED)

⊛ = NGS CONTROL POINT

FLORIDA DESIGN CONSULTANTS, INC.
THINK IT. ACHIEVE IT.
20325 AMBERFIELD DRIVE, SUITE 201 LAND O LAKES, FLORIDA 34638
PHONE (800) 532 - 1067 FAX (727) 849 - 3848 WWW.FLDESIGN.COM L.B. NO 6707

AUGUST 2023 – 2021-0093 (460)

CHAPEL CROSSINGS PARCEL C

A SUBDIVISION OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

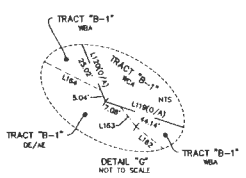
PLAT BOOK 94 PAGE 42

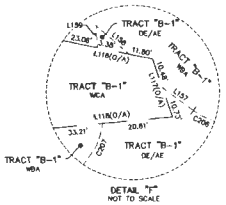
LINE TABLE		
LINE	BEARING	LENGTH
L2	N88°50'56"W	27.18'
L3	N02°42'45"W	80.59'
L4	N14°04'58"W	60.63'
L37	N04°41'48"W	39.34'
L39	S04°41'48"E	30.84'
L102	S37°04'50"W	22.47'
L103	S00°14'18"E	39.28'
L104	S09°35'42"W	48.53'
L105	S19°38'20"W	42.88'
L106	S78°10'41"W	43.54'
L107	S63°41'54"W	38.42'
L108	N49°19'50"W	36.32'
L109	N74°03'09"W	28.07'
L110	S83°12'51"W	18.21'
L111	N53°52'02"W	18.39'
L112	N49°19'01"W	15.47'
L113	N84°58'50"W	8.78'
L114	S88°07'58"W	30.58'
L115	S04°20'04"W	18.34'
L116	S78°20'07"E	38.24'

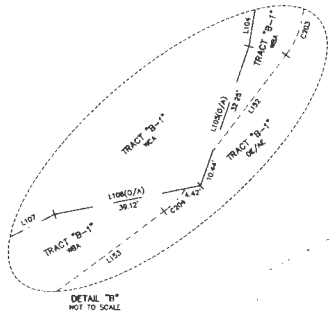
LINE TABLE		
LINE	BEARING	LENGTH
L117	S19°15'01"E	21.21'
L118	S84°47'27"W	53.82'
L119	N85°48'28"W	51.22'
L120	N29°27'18"W	30.08'
L121	N52°01'39"W	48.54'
L122	N88°35'02"W	39.04'
L123	N46°16'50"W	42.36'
L124	N88°17'46"W	57.80'
L125	N84°58'25"W	12.70'
L126	N72°23'24"W	25.83'
L127	S84°48'44"W	20.30'
L128	N03°03'40"E	14.25'
L129	N72°23'24"W	6.10'
L130	N48°24'53"W	59.89'
L131	N51°34'38"W	4.75'
L150	S86°45'05"W	19.33'
L151	S00°02'11"W	84.87'
L152	S29°53'31"W	35.25'
L153	S53°42'35"W	54.14'
L154	N73°07'27"W	38.13'

LINE TABLE		
LINE	BEARING	LENGTH
L155	N74°03'09"W	26.95'
L156	S83°12'51"W	13.18'
L157	N53°52'02"W	13.42'
L158	N49°19'01"W	4.57'
L159	S03°58'08"E	2.30'
L160	N45°45'55"W	5.29'
L161	S01°33'29"E	8.27'
L162	S86°47'27"E	25.80'
L163	N45°45'55"W	7.18'
L164	N59°29'27"W	35.80'
L165	N67°00'22"W	41.89'
L166	N54°20'33"W	56.48'
L167	N68°17'46"W	63.25'
L168	N84°58'25"W	24.55'
L169	S84°48'44"W	12.93'
L170	N03°03'40"E	8.99'
L171	N71°47'58"W	4.34'
L172	N51°34'38"W	89.84'
L299	S89°51'03"W	3.88'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C3	2965.00'	883.78'	880.25'	S80°36'48"W	01°31'47"
C18	2985.00'	531.95'	531.24'	S79°11'48"W	010°16'48"
C19	2985.00'	75.59'	75.59'	S85°03'58"W	001°27'38"
C20	2985.00'	76.22'	76.22'	S86°31'58"W	001°28'22"
C21	750.00'	101.90'	101.82'	S00°48'13"E	007°47'05"
C22	800.00'	350.26'	345.31'	N13°38'06"W	033°36'50"
C50	35.00'	56.18'	50.34'	N41°17'12"E	091°57'56"
C51	790.00'	107.34'	107.26'	S00°48'13"E	007°47'05"
C52	560.00'	328.91'	322.29'	N13°38'06"W	033°26'50"
C53	35.00'	55.57'	49.91'	S50°10'46"E	090°58'05"
C56	710.00'	98.47'	98.39'	S00°48'13"E	007°47'05"
C57	640.00'	373.61'	368.33'	N13°38'06"W	033°26'50"
C203	25.00'	13.03'	12.88'	N14°57'51"E	029°51'20"
C204	29.00'	1.72'	1.72'	N51°44'03"E	003°57'03"
C205	25.00'	23.20'	22.37'	N60°17'34"E	053°08'59"
C206	25.00'	18.73'	18.29'	S75°19'36"E	042°55'07"
C207	25.00'	55.80'	44.93'	N70°17'23"E	127°53'23"
C208	25.00'	5.53'	5.51'	S60°40'27"E	012°39'48"
C209	25.00'	51.80'	42.91'	S56°03'48"E	118°14'57"
C210	25.00'	8.82'	8.78'	S81°41'19"E	020°13'21"







LEGEND:

AE	= ACCESS EASEMENT
BWG	= BEARING
(C)	= CALCULATED
CCR	= CERTIFIED CORNER RECORD
CDD	= COMMUNITY DEVELOPMENT DISTRICT
COR	= CORNER
CST	= CLEAR SIGHT TRIANGLE EASEMENT
DE	= DRAINAGE EASEMENT
E'LY	= EASTERLY
ESMT	= EASEMENT
FCM	= FOUND 4"x4" CONCRETE MONUMENT "PRM LB 6707" UNLESS OTHERWISE NOTED
FDC	= FLORIDA DESIGN CONSULTANTS
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION
FE	= FENCE EASEMENT
FN&D	= FOUND NAIL & DISK "LB 6707" (UNLESS OTHERWISE NOTED)
LB	= LICENSED BUSINESS
LBA	= LANDSCAPE BUFFER AREA
LE	= LANDSCAPE EASEMENT
N/F	= NOT FOUND
NGS	= NATIONAL GEODETIC SURVEY
(NR)	= NON-RADIAL
N'LY	= NORTHERLY
NTS	= NOT TO SCALE
NW'LY	= NORTHWESTERLY
O/A	= OVERALL
ORB	= OFFICIAL RECORDS BOOK
PAE	= PEDESTRIAN ACCESS EASEMENT
PB	= PLAT BOOK
PID	= PERMANENT IDENTIFICATION NUMBER
POB	= POINT OF BEGINNING
POC	= POINT OF COMMENCEMENT
PLS	= PROFESSIONAL LAND SURVEYOR
PCP	= PERMANENT CONTROL POINT (OR P.C.P.)
PG(S)	= PAGE(S)

PRM	= PERMANENT REFERENCE MONUMENT
PT	= POINT
R/W	= RIGHT-OF-WAY
SCM	= SET 4"x4" CONCRETE MONUMENT "PRM LB 6707" UNLESS OTHERWISE NOTED
(M)	= LB 6707 "MT COR" (UNLESS OTHERWISE NOTED)
SEC	= SECTION
SIR	= SET 5/8" IRON ROD AND CAP "LB 6707"
S'LY	= SOUTHERLY
SN&D	= SET NAG NAIL AND DISK "LB 6707" UNLESS OTHERWISE NOTED
SWFWMD	= SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
TYP	= TYPICAL
UE	= UTILITY EASEMENT
WBA	= WETLAND BUFFER AREA
W'LY	= WESTERLY
WCA	= WETLAND CONSERVATION AREA

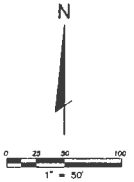
□ = FOUND 4"x4" CONCRETE MONUMENT "PRM LB6707" (UNLESS OTHERWISE NOTED)

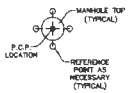
● = PERMANENT CONTROL POINT (PCP). MONUMENT AS REQUIRED BY STATE STATUTE 177.091(9)(UNLESS OTHERWISE NOTED)

⊕ = SECTION CORNER

■ = SET 4"x4" CONCRETE MONUMENT "PRM LB6707" (UNLESS OTHERWISE NOTED)

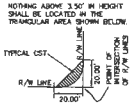
⊗ = HGS CONTROL POINT





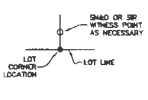
P.C.P REFERENCE DIAGRAM

(NOT TO SCALE)



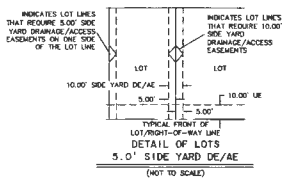
TYPICAL CLEAR SIGHT TRIANGLE (CST)

(NOT TO SCALE)



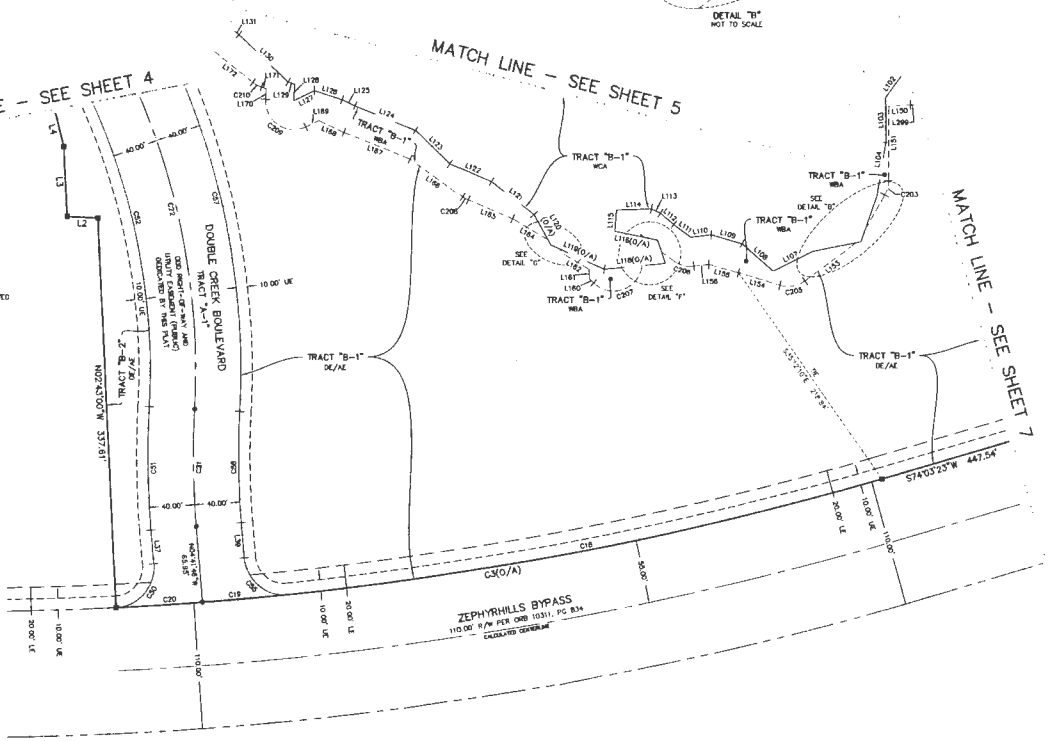
LOT CORNER WITNESS DIAGRAM

(NOT TO SCALE)



DETAIL OF LOTS 5.0' SIDE YARD DE/AE

(NOT TO SCALE)



FLORIDA DESIGN CONSULTANTS, INC.

THINK IT. ACHIEVE IT.

20525 AMBERFIELD DRIVE, SUITE 201, LAND O LAKES, FLORIDA 34638
PHONE (800) 532-1047 FAX (727) 848-3648 WWW.FLDESIGN.COM L.B. NO. 8707

AUGUST 2023 – 2021-0093 (480)

SHEET 8 OF 8

CHAPEL CROSSINGS PARCEL C

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

Pasco County Utilities
County Certificate of Completion

Craig B. Weber
Thornwood Associates, LLC
2940 Sports Core Circle,
Wesley Chapel, FL 33544
(813) 994-2277 (ext. 205)
cweber@crown-tampa.com

Developer: **Thornwood Associates, LLC**
Project Name: **Chapel Crossing NW Quadrant Village C (Phase1)**
PCU Number: **12-111.13**

This Certificate of Completion is issued pursuant to Section 110-36(c), 110-80(a), and 110-121(c) of the Pasco County Code of Ordinances, and Section 310.14 of the Pasco County Land Development Code. A final inspection of the required improvements occurred on August 8, 2025, and was found to be in substantial conformance with Pasco County Utilities standards, approvals of the Board of County Commissioners (BCC), and any variances from the standards approved by the BCC. This action is based on field review of the improvements and office review of the available documentation and certifications provided by the Engineer of Record.

Mark H. Guttman
Digitally signed by Mark H. Guttman
Date: 2025.09.19 10:32:03 -04'00'

Mark Guttman, P.E.
Service Commitment Manager

From: Weber, Craig (CCD Tampa)
To: Francesca Baker; James Choncholas; Edwin Rogers; Rachael Meiser
Cc: Mark Guttman; Tonya S. Haugland
Subject: RE: Notification of Passing Release Inspection and Request for Approved Release Contact Chapel Crossings: NW Quadrant - Village C (Phase 1) PCU12-111.13
Date: Wednesday, August 27, 2025 9:31:50 AM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
image007.png
image008.png
image009.png

Thanks Francesca.

See below in red.

Craig

From: Francesca Baker <fbaker@pascocountyfl.net>
Sent: Tuesday, August 26, 2025 3:53 PM
To: Weber, Craig (CCD Tampa) <cweber@crown-tampa.com>; James Choncholas <jchoncholas@fldesign.com>; Edwin Rogers <erogers@fldesign.com>; Rachael Meiser <rmeiser@fldesign.com>
Cc: Mark Guttman <mguttman@pascocountyfl.net>; Tonya S. Haugland <thaugland@pascocountyfl.net>
Subject: Notification of Passing Release Inspection and Request for Approved Release Contact Chapel Crossings: NW Quadrant - Village C (Phase 1) PCU12-111.13

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

Pasco County has conducted a Maintenance Guarantee Release Inspection of the construction associated with **Chapel Crossings: NW Quadrant - Village C (Phase 1) PCU12-111.13**.

Cash Maintenance Guarantee, in the amount of $156,076.58 must be returned to a designated individual associated with the Principal listed on the attached Acceptance and listed below:

Thornwood Associates, LLC

2940 sports Core Circle

Wesley Chapel, Fl 33544

Telephone (813) 994-2277

Please provide the following as reply all to this email:

1. Specify preference for EITHER pick up of documents in person in Dade City, FL or documents sent via certified mail.
2. Provide the following information for the designated individual authorized to collect/receive the maintenance guarantee documentation:

NAME: Craig B. Weber

TITLE: Authorized Representative

COMPANY: Thornwood Associates, LLC

MAILING ADDRESS: 2940 Sports Core Circle, Wesley Chapel, FL 33544

TELEPHONE NUMBER: 813-994-2277 (ext. 205)

EMAIL ADDRESS: cweber@crown-tampa.com

The individual named above must be verifiable through Sunbiz or have a Agent of Record Letter authorized by an individual verifiable through Sunbiz for approval. Release will be scheduled for the next available BOCC meeting AFTER approval.

PLEASE NOTE: Only the individual authorized above will be able to receive the associated documentation.

This email and all associated responses and attachments will be attached to the Maintenance Guarantee package and a copy will be retained in the project file.

Sincerely,

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

TOP WORK PLACES 2021 USA

FRANCESCA BAKER
Public Infrastructure
Utilities Engineering and Contract Management
Pasco County
813-235-6189 x 6426
Central Pasco Government Center
19420 Central Blvd
Land O Lakes, FL 34637
fbaker@pascocountyfl.net
www.mypasco.net

"Serving Our Community to Create a Better Future"

Pasco County Social Media:

We're hiring! Here's why you should join our team!



The information transmitted, including attachments, is intended only for the person(s) or entity to which it is addressed and may contain material that is confidential, privileged and/or exempt from disclosure under applicable law. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and destroy any copies of this information. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

CUSA18A7

From: Abbott, Michele
To: Faircloth, Jessica; DL-FI-General Ledger
Cc: SEgbert; MLegnini; Tonya S. Haugland; Adolfo A. Gonzalez; Mark Guttman
Subject: RE: Priority Release Cash Bond - UTD26-0141 - Chapel Crossing NW Quadrant Vill C Ph 1
Date: Friday, December 5, 2025 3:49:18 PM

Payment for this has been completed.

Thank you,

Michele Abbott
Finance Clerk III
Financial Services, General Ledger
Deputy Clerk

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller
14236 Sixth Street, Suite 201
Dade City, FL 33523
phone: 352-521-4566 x: 5808
fax: 352-521-4172
mabbott@pascoclerk.com

From: Faircloth, Jessica <JFaircloth@pascoclerk.com>
Sent: Friday, December 5, 2025 2:32 PM
To: DL-FI-General Ledger <DL-FI-GeneralLedger@pascoclerk.com>
Cc: Egbert, Shannon <SEgbert@pascoclerk.com>; Legnini, Meaghan <MLegnini@pascoclerk.com>; Tonya S. Haugland <thaugland@pascocountyfl.net>; agonzalez@pascocountyfl.net; Mark Guttman <mguttman@pascocountyfl.net>
Subject: Priority Release Cash Bond - UTD26-0141 - Chapel Crossing NW Quadrant Vill C Ph 1

Good afternoon,

Attached please find a cash bond which was released by the County Administrator in connection with memo dated November 24, 2025.

It has been requested for this item to be moved through the process as a priority, please see the attached email for reference. Board Records will be getting Mr. Carballa's signature for the Maintenance Guarantee Agreement on Tuesday, December 9, 2025 at the Board meeting and the notice will be mailed on Wednesday, December 10, 2025. We did not want those steps to slow down the process.

If you need anything further, please let me know.

PLEASE REPLY TO ALL

Jessica L Faircloth (formerly Popplewell)
Records Clerk III
Deputy Clerk
Board Records Division

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller
East Pasco Government Center
14236 6th Street, Suite 201
Dade City, Fl 33525
(727) 847-2411 ext. 4340
jfaircloth@pascoclerk.com
#ServeAndConnect

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0449 **DATE:** 1/20/2026

SUBJECT: Filing of Intergovernmental Cooperative Agreement for the Pasco County Mosquito Control District

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

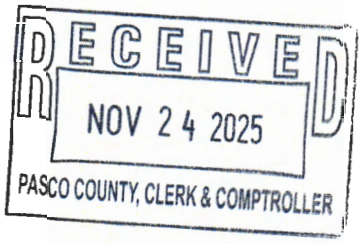
ATTACHMENT(S):

1. Filing of Intergovernmental Cooperative Agreement for the Pasco County Mosquito Control District

PUBLIC RISK MANAGEMENT OF FLORIDA
3434 Hancock Bridge Parkway, Suite 203
Fort Myers, Florida 33903
Telephone: 800-367-1705 Facsimile: 239-656-1066

MEMORANDUM

November 14, 2025



To: Pasco County Clerk of Court
Attention-Minutes Department

From: Mary Ann Whitney
Secretary, PRM Board of Directors

Re: Filing of Intergovernmental Cooperative Agreement for the Pasco County Mosquito Control District [joined PRM Property & Casualty Pool effective 10/01/25]

****

This memorandum accompanies a copy of an Intergovernmental Cooperative Agreement, together with an Affidavit regarding authenticity, executed by several different governmental agencies throughout the State of Florida for the purpose of providing insurance through Public Risk Management of Florida. This Agreement, together with the Affidavit of Authenticity, is being delivered to you for filing by your Minutes Department in compliance with Florida Statute Section 163.01, the Florida Interlocal Cooperation Act of 1969. A copy of the relevant section of that statute is attached for your reference.

As you will note, the Statute does not define what filing is, for the purposes of this provision. Our research has indicated that because this Agreement is not directly related to real or personal property, that filing is appropriate with your Minutes Department. It is requested that this document, together with the Affidavit as to authenticity, be accepted by the Minutes Department and "filed" pursuant to the Statute.

Should there be any questions or comments regarding this request, please do not hesitate to contact me at 239-314-8739.

Attachments

Title XI
COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS

Chapter 163
INTERGOVERNMENTAL PROGRAMS

163.01 Florida Interlocal Cooperation Act of 1969.–

Subsection:
(11) Prior to its effectiveness, an interlocal agreement and subsequent amendments thereto shall be filed with the clerk of the circuit court of each county where a party to the agreement is located. However, if the parties to the agreement are located in multiple counties and the agreement under subsection (7) provides for a separate legal entity or administrative entity to administer the agreement, the interlocal agreement and any amendments thereto may be filed with the clerk of the circuit court in the county where the legal or administrative entity maintains its principal place of business.

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared **MARY ANN WHITNEY**, who after being first duly sworn, deposes and says

1. I, Mary Ann Whitney, am the Secretary of Public Risk Management of Florida, an association of governmental agencies, pursuant to Florida Statute section 163.01, the Florida Interlocal Cooperation Act of 1969.

2. I am the Secretary of said Association and responsible for maintenance of all Association documents.

3. Attached hereto is the true and correct copy of the Intergovernmental Cooperative Agreement that is signed by the parties therein and identified on the signature page attached thereto.

4. This affidavit is made for the purpose of accompanying the Agreement and is provided to Clerk of Courts for the purpose of filing in the public records of the county in which the agencies who are signatories to the Agreement are located, in compliance with Florida Statute section 163.01 (11).

FURTHER AFFIANT SAYETH NOT.

Mary Ann Whitney
MARY ANN WHITNEY
Secretary, Public Risk Management of Florida

SWORN AND SUBSCRIBED before me this 20th day of October, 2025, by **MARY ANN WHITNEY,** Secretary of Public Risk Management of Florida, who is personally known to me.

My Commission Expires: July 6, 2026

Doris E. Bernard
Notary Public

DORIS E. BERNARD
Commission # HH 252947
Expires July 6, 2026

Doris E. Bernard
Type/Print Name of Notary

Commission No. HH252947

THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT

A CONTRACT AND BY-LAWS

FOR

PUBLIC RISK MANAGEMENT OF FLORIDA

(PRM)

AS AMENDED AND RESTATED THROUGH JUNE 13, 2025

THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT

(A CONTRACT AND BY-LAWS FOR PUBLIC RISK MANAGEMENT OF FLORIDA)

(PRM)

INDEX

ARTICLE #	DESCRIPTION	PAGE #
Article 1	Name and Duration	1
Article 2	Definitions and Purpose	1 - 3
Article 3	Power and Duties	4 - 5
Article 4	Participation and Term	5
Article 5	Commencement of the Pool	5
Article 6	Board of Directors of the Pool	6 - 9
Article 7	Board of Directors Meetings	9
Article 8	Pool Officers	10 - 11
Article 9	Finances and Risk Management Pool	11 - 12
Article 10	Excess Insurance	12 - 13
Article 11	Obligations of Members	13 - 14
Article 12	Liability of Board of Directors or Officers of the Pool	14 - 15
Article 13	Additional Insurance	15
Article 14	Settlements	15
Article 15	Coverage & Indemnity Dispute Resolution	15 - 16
Article 16	Contractual Obligation	16
Article 17	Expulsion or Termination of Members	16 - 17
Article 18	Special Provisions for Deferred Funding	17 - 18
Article 19	Termination of Pool	18

ARTICLES OF ASSOCIATION

AND BY-LAWS

OF

PUBLIC RISK MANAGEMENT OF FLORIDA

(PRM)

BE IT KNOWN THAT:

The below named public agency or agencies of the State of Florida for the purpose of forming a risk management and self-insurance association pursuant to the terms of Florida Statutes Sections 768.28(16)(a), 624.4621(8), and 163.01, Florida Interlocal Cooperation Act of 1969, do bind themselves contractually to and adopt these Articles of Association and By-Laws.

Article 1 - Name and Duration

1.1 Name. The name of this association shall be Public Risk Management of Florida, referred to hereinafter as the Pool.

Article 2 - Definitions and Purpose

2.1. Definitions. As used in this agreement, the following terms shall have the meaning hereinafter set out:

"Annual Payments": The amount each Member must annually pay to fully fund the costs of the full operation of the Pool.

"Aggregate Excess Insurance": Stop Loss Insurance purchased by the Pool from insurance companies and/or Lloyd's of London, or other similar entities, approved by the Board of Directors, or any committee appointed by the Board for such purpose, to protect the Pool from an accumulation of losses in any policy year should the "Loss Fund" be exhausted. Once the "Aggregate Excess Insurance" is triggered, any further losses within the "Self Insured Retention" will be paid by this coverage.

"Fiscal Year": The fiscal year of the Pool shall begin on October 1st and end on September 30th.

"Joint Self-Insurance" or "Self-Funded": A self-insurance or self-funded program in which Members agree to annual payments to fully fund the operations of the Risk Management Pool.

"Loss Fund": The fund established to pay claims occurring within the "Self Insured Retention." The "Loss Fund" represents the maximum amount for which the Pool is exposed in a single policy period.

"Maintenance Deductible": The amount paid by the "Member" before the loss is paid by the "Self Insured Retention." This is a nominal amount designed to protect the "Loss Fund" from small claims. The "Maintenance Deductible" applies only to property, automobile physical damage and crime losses."

"Member Deductible": The portion or monetary amount that PRM will invoice member as mutually agreed.

"Member Self-Insured Retention": A layer of assumed risk where the Member self-insures a pre-determined amount of loss per occurrence.

"Members": The public agencies of the State of Florida which initially or later enter into the intergovernmental association established by this Intergovernmental Agreement.

"Multi-Loss Coverage": This multiple loss protection limits a loss involving more than one line of coverage from one occurrence (i.e. property, liability, workers' compensation) to one "Self Insured Retention."

"Policy Year": The policy year of the Pool shall be from the date of inception of coverage to the termination of said coverage, or on other dates as approved by the membership in attendance at a scheduled meeting of the membership.

"Pool": Public Risk Management of Florida established pursuant to the Constitution and the Statutes of the State of Florida by this Intergovernmental Agreement.

"Preferred Member/membership": A Member with the Pool, who finds several benefits in pooling, including the multiple benefits to be achieved in participating in all available lines of coverage.

"Risk Management": A program attempting to reduce or limit casualty and property losses to Members and injuries to employees caused by or arising out of the operations of Members. Where claims arise the Pool will provide processing of claims, investigation, defense and settlement within the financial limits of the Pool as established in accordance with this Intergovernmental Agreement and will tabulate such claims, costs and losses.

"Risk Management Pool": A fund of public monies established by the Pool to jointly self-insure and self-fund property coverages, general liability, automobile liability, professional liability, public officials' liability and workers' compensation, and any other coverage lines approved by the Board of Directors.

"Self-Insurance": The decision by a public agency not to purchase insurance coverage for risks below certain limits; to seek and maintain immunities provided by law for a noninsured public agency; to rely upon its financial capabilities to pay covered losses which occur in case third-party claims are held valid and not barred or capped by available immunities: and to purchase some insurance to protect against catastrophic or aggregate losses. The purchase of liability insurance by the Pool or any of its Members is not intended to, and does not, waive sovereign immunity. Purchase of liability insurance shall only be pursuant to Florida Statutes, which allow for the purchase of insurance by the Pool without the waiver of sovereign immunity

by the Pool or any of the Pool's Members and is not pursuant to any other statute of the State of Florida.

"Self Insured Retention": A layer of assumed risk where the pool or Member self-insures a pre-determined amount of loss per occurrence.

"Specific Excess Insurance": Insurance purchased by the Pool from insurance companies and/or Lloyd's of London, approved by the Board of Directors, or any committee appointed by the Board for such purpose, that provides catastrophe coverage up to the limit(s) chosen by the Pool.

"Standard Member/membership": A Member with the Pool, who finds several benefits in pooling and who values pricing and the ability to not participate in all available lines of coverage.

2.2. Purpose: The Pool is a cooperative agency voluntarily established by Members as set forth in Florida Statutes Sections 163.01, 768.28(16)(a) and 624.4621(8) for the purpose of seeking the prevention or lessening of casualty and property losses to Members and injuries to persons or employees which might result in claims being made against Members. The purpose of this Pool is to carry out and effect the agreed upon functions and purposes of this Intergovernmental Agreement as stated herein.

It is the intent of the Members of this Pool to create an entity, which will administer a Risk Management Pool and utilize such funds to defend and protect, in accordance with this Intergovernmental Agreement, any Member of the Pool against liability for a covered loss. It is also the intent of the Members to have the Pool provide continuing stability and availability of needed coverage at reasonable costs. This Agreement shall constitute the substance of a contract among the Members.

All funds contained within the Risk Management Pool are funds directly derived from its Members who are public agencies of the State of Florida. It is the intent of the Members in entering into this Intergovernmental Agreement that, to the fullest extent possible, the scope of Risk Management undertaken by them through a Joint Self-Insurance or Self-funded program using governmental funds shall not waive, on behalf of any Member or such Member's employees as defined in Florida Statutes Section 768.28, any defenses or immunities therein provided, or provided by the laws of the State of Florida. The Pool and the Members of this Pool intend to effect no waiver of sovereign immunities through their use of public funds retained within the Risk Management Pool. Such funds being utilized to protect against risks in accordance with Florida Statutes Section 768.28 are not intended to constitute the existence, issuance or purchase of a policy for insurance. This Intergovernmental Agreement is not to be considered such as would cause this Pool to be treated as an "insurer" within the meaning of any legislation giving risk to liability or applicability to "insurer", for damages, costs, fees or expenses, etc., under Florida Statutes Sections 624.155, 626.9541, 626.9561, 627.426, 627.428, or other statutes applicable to Public Entity Self Insurance in the State of Florida.

2.3 Non- Assessable: Public Risk Management is a non-assessable pool.

Article 3 - Power and Duties

3.1. Powers: The powers of the Pool to perform and accomplish the functions and purposes set forth herein, within the budgetary limits and procedures set forth in this Intergovernmental Agreement, shall be as follows:

3.1.1. To establish By-Laws and Amendments to By-Laws, and operational procedures governing the operations of the Pool which are consistent with this Intergovernmental Agreement as set forth in Florida Statutes Sections 768.28, 163.01 and 624.4621(8), and to not waive any sovereign immunity not waived statutorily under Florida Law, and to expressly negate any past, present, or future waiver of sovereign immunity under Florida Statutes, and to continue to negate any waiver of sovereign immunity for discretionary and planning functions of government.

3.1.2. To employ agents and independent contractors and approve the rate of compensation, benefits and/or contracts that apply to Pool employees, Pool officers and service providers, and to ensure all benefits of Florida Statutes Section 163.01(9)(a) and all other applicable Florida Statutes.

3.1.3. To lease real property and to purchase or lease equipment, machinery or personal property necessary for the carrying out of the purpose of the Pool.

3.1.4. To carry out educational and other programs relating to risk reductions.

3.1.5. To cause the creation of this Pool and see to the collection of funds for the continued administration of the Risk Management Pool.

3.1.6. To purchase Aggregate Excess Insurance, Reinsurance, Excess Property Insurance, Excess Workers' Compensation Insurance, Excess Liability Insurance, Pollution Insurance, Boiler & Machinery Insurance and Specific Excess Insurance, and any other form of insurance deemed reasonable and necessary by the Board of Directors to promote or serve the powers and duties of the Pool to supplement the Risk Management Pool without such being a waiver of sovereign immunity under Florida Law.

3.1.7. To establish reasonable and necessary loss reduction and prevention procedures, which shall be followed by the Members.

3.1.8. To provide Risk Management services including the defense of and settlement of claims and to have the authority granted by Florida Statutes Section 768.28(16).

3.1.9. To negate, pursuant to Florida Statutes, any implication of a waiver of sovereign immunity, and to negate any waiver of sovereign immunity other than to the extent required under Florida Statutes Section 768.28.

3.1.10. To act solely within the budgetary limits established by the Members to carry out such other activities as are necessarily implied or required to carry out the purposes of the Pool.

3.1.11. To sue or be sued as a separate legal entity.

Article 4 - Participation and Term

4.1. Term: The initial term of the Pool shall be from 12:01 a.m. on October 1, 1987 to 12:01 a.m. September 30, 1989. After the initial two (2) year term of the Pool, the term shall automatically be renewed for an additional term of one (1) year each. Provided, however, the Members may, through the manner provided in Section 6.9.4., terminate the Pool as of the end of the initial or any additional term during which such action is taken.

4.2 Notice of Intent to Withdraw: So long as the Pool shall continue in existence, any current or new Preferred Member joining the Pool shall remain a Member for an initial two-year term, except a new Member coming into the Pool after the first day of the policy year shall be obligated to be a member for not less than eighteen (18) months. A new Preferred Member's rates will be guaranteed for their initial term.

Any Member may withdraw from the Pool at the end of the policy year, upon serving on the Pool, at least forty-five (45) days prior with a written Notice of Intent to Withdraw. Such notice shall be in the form of an adopted resolution of the governing body of the Member accompanied by a letter to the Executive Director of the Pool, with intent to withdraw from the Pool.

4.3. Actual Withdrawal/Required Withdrawal. Any Member who has served the Executive Director with prior written notice of its intent to withdraw at least forty-five (45) days prior to the beginning of the policy year for which the notice to withdraw is applicable, shall serve in writing to the Executive Director, no later than ten (10) days prior to the beginning of such policy year, a verification as to whether the Member intends to actually withdraw from the Pool at the end of the current policy year. Failure to serve such verification no later than ten (10) days prior to the beginning of the policy year for which notice of intent to withdraw is applied, shall be deemed a revocation of the prior notice of intent to withdraw; thus, binding the Member to the Pool for the ensuing policy year. An action to expel a Member shall be taken by the Executive Board in the manner described in Article 17 hereafter.

4.4. Admission of New Members: The Pool's Executive Board shall establish and periodically review standards and the approval process for the admission of new Members. Upon approval of these standards and of the approval process for admission by the Board of Directors, the Pool's Executive Board may grant or deny admission to proposed new Members based upon such criteria. Consideration of new Members may be communicated to all PRM Board Members by the Executive Director for any information or feedback that a Member may have regarding the prospective member.

Article 5 - Commencement of the Pool

5.1. Commencement Date: The Pool shall commence operations on October 1, 1987.

Article 6 - Board of Directors of the Pool

6.1. The Board: There is hereby established a Board of Directors (sometimes hereinafter referred to as the "Board") of the Pool. Each Member shall appoint one (1) person to represent that body (the "Representative") on the Board of Directors along with another person to serve as an alternate representative (the "Alternate") when the Representative is unable to carry out that Representative's duties. The Representative and Alternate shall be appointed in writing by the governing body of the Member and a copy of the written appointment shall be provided to the Executive Director of the Pool. Once such appointments are made known to the Pool, the persons appointed shall remain in office until the Pool receives evidence in writing of the appointment of other persons by the Member's governing body. The Representative and Alternate selected must be an employee, an appointed official or elected official of the entity.

6.2. The Chair and Vice Chair: The Board of Directors shall, commencing the 2003 fiscal year, select a Chair for a three year term. Thereafter, the Board of Directors shall bi-annually select a Chair to serve a two year term. The term of office for the Chair shall begin on the 1st day of a fiscal year and expire on the last day of a fiscal year. The Chair shall preside at all meetings of the Board. The Chair shall vote on all matters that come before the Board. The Chair shall have such other powers as may be given from time to time by action of the Board.

The Board of Directors shall bi-annually select a Vice Chair during the final quarter of each two-year term to serve during the subsequent two-year term. The term of office for the Vice Chair shall begin on the first day of a fiscal year and expire on the last day of a fiscal year. The Vice Chair shall carry out all duties of the Chair of the Board during the absence or inability of the Chair to perform such duties and shall carry out such other functions as are assigned from time to time by the Chair or the Board of Directors. The Board of Directors may from time to time appoint other officers of the Board.

6.3. Board Responsibilities. The Board of Directors shall have the responsibility for: (1) hiring of Pool officers, agents/brokers, and independent contractors; (2) setting of compensation for Executive Director, agents/brokers and all persons, firms and corporations employed by the Pool; (3) approval of amendments to the Intergovernmental Agreement; (4) approval of the expulsion of Members, except that the approval may be delegated to the Executive Board under Article 4 above, or by such procedures as are contained in the motion making delegation; (5) approval and amendment of the annual budget of the Pool; (6) approval of the operational procedures developed by the Executive Director; (7) approval of educational and other programs relating to risk reduction; (8) approval of reasonable and necessary loss reduction and prevention procedures which shall be followed by all Members; and (9) termination of the Pool in accordance with this Intergovernmental Agreement.

6.4. Voting: Each Preferred Member shall be entitled to one (1) vote on the Board of Directors. Standard Members have no entitlement to any vote on the Board of Directors, or otherwise. Such vote by each Preferred Member may be cast only by the Representative of the Preferred Member or in the Representative's absence by the Alternate. No proxy votes or absentee votes shall be permitted. Voting shall be conducted by show of hands or any method established by the Board that is consistent with Florida law. A simple majority vote of those Representatives present shall be required to pass on any motion. On such matters, the Chair and

the Executive Director of the Pool shall cause each Member's Representative and Alternate to receive the proposed ballot which will include at a minimum the text of the motion to be voted upon and the purpose of such motion. Only the Representative or the Alternate may vote on such ballots (not both). If both the Alternate and Representative submit ballots, only the Representative's ballot will be counted. Favorable votes by a majority of the Members' Representatives (or Alternates in their absence) entitled to vote shall pass any action unless an action is taken which is subject to 6.9 below, in which case passage will be based on the required number of votes as if each Member's Representative or Alternate was present at a regular or special meeting called to decide such question.

6.5. Representatives: The Representative selected by the Member shall serve until a successor has been selected. The Representative chosen by the Member may be removed at any time by the vote of the Member's governing body. In the event that a vacancy occurs in the position of Representative or Alternate selected by the governing body of a Member, that body shall appoint a successor in writing within 60 days of such vacancy occurring. The failure of a Member to select a Representative or the failure of that person to participate shall not affect the responsibilities or duties of a Member under this Intergovernmental Agreement.

6.6. The Executive Board and other Committees: The Board of Directors shall establish an Executive Board (known previously in this Agreement as Executive Committee). That Executive Board shall consist of the Chair of the Board of Directors, the Vice Chair of the Board of Directors, the Treasurer and four (4) Representatives elected by the Board of Directors. The Executive Board shall have the power to establish both standing and ad hoc committees to further the functions and purpose of this Pool. Unless the Board of Directors establishes some other procedure, the authority for selection of Representatives or Alternates serving on the Executive Board who shall serve on such committees and chair them shall reside with the Chair of the Board of Directors. The Chair of the Board of Directors may appoint non-voting and non-paid persons who are not Members of the Board of Directors to serve on committees of the Pool. The Board of Directors shall, bi-annually select the four (4) Representatives during the final quarter of each two-year term to serve during the subsequent two-year term. The term of office for the four (4) Representatives shall begin on the first day of a fiscal year and expire on the last day of a fiscal year. The Executive Board shall have the specific authority and power, as afforded herein by the Board of Directors, to grant binding approval for, and on behalf of, the Pool to bind any and all coverages for both Preferred Members and Standard Members with excess insurers, reinsurers, specific excess insurers, insurance underwriters, insurance wholesalers, insurance brokers and/or intermediaries, and with independent insurance contractors providing and/or affording both insurance and self-insurance coverages to the Pool Members. The Board of Directors shall grant to the Executive Board the authority to approve expenditures, authorize a settlement of claims and suits and take such other action as shall be specifically delegated to the Executive Board. The Executive Board may from time to time appoint interim replacements for any Executive Board member or Pool Officer who vacates their position on the Executive Board, who shall serve until the next scheduled election of such Executive Board member.

6.7. Operating Rules: The Board of Directors may establish rules governing its own conduct and procedure not inconsistent with this Intergovernmental Agreement.

6.8. Quorum: A quorum shall consist of a majority of the Representatives (or in their absence their Alternates) serving on the Board of Directors, or serving on the Executive Board.

Except as provided in Section 6.9 herein, or elsewhere in this Intergovernmental Agreement, a simple majority of a quorum shall be sufficient to pass upon all matters.

6.9. Super-Majority Voting: A greater vote than a majority of a quorum shall be required to approve the following matters:

6.9.1. Such matters as the Board of Directors shall establish within its rules as requiring for passage a vote greater than a majority of a quorum, provided, however, that such a rule can only be established by a greater than a majority vote at least equal to the greater than majority vote required by the proposed rule.

6.9.2. (Deleted effective June 19, 2009).

6.9.3. Any amendment of this Intergovernmental Agreement, except as provided in Subsection 4 below, shall require two-thirds (2/3) vote of all the Representatives serving on the Board of Directors.

6.9.4 The amendment of this Intergovernmental Agreement to cause a reduction or elimination in the scope of loss protection set out in Article 10 to be furnished by the self-insurance pool derived from payments from the Members, shall require that specific written notice of the proposed change be sent to the governing body of the Member and to the Representative serving on the Board of Directors, no less than ten (10) days prior to a meeting of the Executive Board at which this matter is proposed and the amendment as proposed or as amended must receive the approval of at least five (5) out of seven (7) Representatives of the then current Executive Board representing the then Members of the Pool.

6.9.5. In the event of a reduction or elimination in the scope of loss protection as set forth in Article 10 of this Intergovernmental Agreement receives the approval of at least five (5) out of the seven (7) Representatives of the then-current Executive Board as set forth in section 6.9.4, any Member may request, within twenty (20) days of the Executive Board voting to approve such reduction or elimination in the scope of loss protections as set forth in Article 10 of this Intergovernmental Agreement, in writing to the Chair of the Board of Directors that the Executive Board, at a special meeting, take official action to affirm, modify or reverse a decision of the Executive Board affecting the reduction or elimination in the scope of loss protection as set forth in section 6.9.4. The Member shall be provided a full opportunity to explain their position to the Executive Board. The Executive Board, by majority vote, may affirm, modify, reverse or defer the matter to the Board of Directors.

Any Member who disagrees with the Executive Board's final determination may request in writing, within twenty (20) days of the Executive Board's final determination, that the Board of Directors take action to affirm, modify or reverse the decision of the Executive Board. The Member shall be provided a full opportunity at a special, or regular, meeting to explain their position to the Board of Directors. The Board of Directors, by majority vote of the Members, may affirm, modify or reverse the final determination or decision of the Executive Board. Failure on the part of any Member to comply timely with the

requirements for appealing the determination by the Executive Board to the Board of Directors within twenty (20) days thereof shall be deemed to be a waiver of any contractual, legal or other rights of appeal by, or on the part of, that Member.

6.10. Compensation of Board of Directors: No Representative or Alternate serving on the Board of Directors shall receive any salary from the Pool.

6.11 Conflict of Interest: Representatives and Alternates shall abide by the guidelines established by the State Ethics Commission in the performance of their duties, particularly as it applies to conflicts of interest and financial disclosure.

Article 7 - Board of Directors Meetings

7.1. Meetings: The Executive Board will establish regular meetings, which shall be held at least three (3) times a year. Regular meetings of the Board of Directors may be held up to four (4) times a year. The tentative times, dates, and locations of regular meetings of the Board shall be established at the beginning of each fiscal year, and the Executive Board will establish the tentative times, dates and locations of its regular meetings, and give timely and appropriate prior notice of said meetings to all Preferred and Standard Members. Any item of business may be considered at a regular meeting, including the scheduling of future regular meetings. The Executive Director shall attend all Board meetings and Executive Board meetings to serve as an advisor and to report as the administrative officer of the Pool.

7.2. Special Meetings: Special meetings of the Board of Directors or the Executive Board may be called by its Chair, or by any three Representatives (or in their absence their Alternates), with no less than 48 hours prior written notice. The Chair or in their absence, the Vice Chair, shall give ten (10) days written notice of regular or special meetings to the Representative and Alternate of each Member and an agenda specifying the subject of any special meeting shall accompany such notice. Business conducted at special meetings shall be limited to those items specified in the agenda. The time, date and location of special meetings of the Board of Directors shall be determined by the Chair of the Board of Directors, or in their absence, by the Vice Chair. The Executive Board shall have the authority to call such special meetings when: (1) a threatened or actual natural disaster or other emergency exists which requires the scheduling of a special meeting; (2) it is substantially certain that a quorum of voting members will not be present for a scheduled, or upcoming, regular meeting of either the Board of Directors or Executive Board, such that consideration should be given to cancelling or rescheduling said meeting, and/or; (3) the Executive Board is requested to authorize the renegotiation of existing excess, reinsurance and any and all other coverages which occur or take place because of a significant reduction in the availability of existing capacity due to market conditions at that time.

7.3. Conduct of Meetings: To the extent not contrary to this Intergovernmental Agreement and except as modified by the Board of Directors, Robert's Rules of Order, latest edition, shall govern all meetings of the Board of Directors. Minutes of all regular and special meetings of the Board of Directors shall be sent to all Representatives (or in their absence their Alternates) serving on the Board of Directors.

Article 8 - Pool Officers

8.1. Officers: Officers of the Pool shall consist of an Executive Director, a Treasurer, a Secretary and such other officers as are established from time to time by the Board of Directors. All Pool officers, with the exception of the Board Secretary who is hired by and reports directly to the Executive Director, shall be appointed by the Board of Directors.

8.2. Executive Director: The Executive Director shall be the chief administrative officer of the Pool and shall in general supervise and control the day to day operations of the Pool and shall carry out the policy and operational procedures of the Pool as established in this Intergovernmental Agreement and by the Board of Directors. Among the Executive Director's duties shall be the following:

8.2.1. The Executive Director may sign, with such other person authorized by the Board of Directors or by the Executive Board, any instruments which the Board of Directors or Executive Board have authorized to be executed and, in general, shall perform all duties incident to the office of Executive Director and such other duties as may be prescribed by the Board of Directors.

8.2.2. The Executive Director shall prepare a proposed annual budget and shall submit such proposals to the Board of Directors, and to the Executive Board.

8.2.3. The Executive Director shall, where necessary, make recommendations regarding policy decisions, the creation of other Pool officers and the employment of agents and independent contractors. At each regular meeting of the Board of Directors and at such other times, as shall be required to do so, shall present a full report of activities and the fiscal condition of the Pool.

8.2.4. The Executive Director shall report annually to all Members on all claims filed and payouts made.

8.2.5. The Executive Director shall, within the constraints of the approved or amended budget, employ all secretarial, clerical and other similar help and expend funds for administrative expenses.

8.3. Treasurer: The Treasurer shall:

8.3.1. Provide general financial oversight of the pool; shall have the authority and shall perform the duties prescribed by the Board of Directors or by direction of any Officer authorized by the by laws or the Board of Directors; shall be selected by the Board of Directors;

8.3.2. In general, perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to that individual by the Board of Directors. The Board of Directors shall bi-annually select a Treasurer to serve a two year term. The term of office for the Treasurer shall begin on the 1st day of a fiscal year and expire on the last day of a fiscal year.

8.4. Secretary: The Secretary shall issue notices of all Board meetings, and shall attend and keep the minutes of same. The Secretary shall have charge of all corporate books, records and papers; shall be custodian of the corporate seal; and shall keep all written contracts of the Pool. In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Executive Director or the Board of Directors.

8.5. Third Party Delegations: The Board may select a financial institution or certified public accountant to carry out some or all of the functions which would otherwise be assigned to a Treasurer and may select a risk management company or agent to serve as claims administrator or to carry out some or all of the functions which would otherwise be assigned to the Executive Director. The Board may also employ persons or companies as independent contractors to carry out some or all of the functions of officers of the Pool.

8.6. Officer Vacancies: In the absence of the Executive Director, Treasurer or Secretary, or in the event of the inability or refusal of such officers to act, the Chair of the Board of Directors may perform the duties of the Executive Director, Treasurer or Secretary, and, when so acting, shall have all of the powers of and be subject to all of the restrictions upon the Executive Director, Treasurer or Secretary.

Article 9 - Finances and Risk Management Pool

9.1. Fiscal Year: The fiscal year of the Pool shall commence on October 1, and end on September 30, of each year.

9.2. Budget: The Board of Directors shall approve a preliminary budget for the administration of the Pool. Copies of all preliminary and final budgets shall be provided to each Member of the Board of Directors. The Board of Directors shall adopt a final budget.

9.3. Annual Payment Factors: In determining the amount of the Annual Payment due from each Member, the Executive Director may consider some or all of the following factors:

9.3.1. Number of employees;

9.3.2. Property values of the Member;

9.3.3. Number and type of vehicles owned by the Member and the use made of the vehicles;

9.3.4. Population of the geographic area represented by the Member;

9.3.5. The payrolls of the Member;

9.3.6. Any unusual exposures presented by the Member;

9.3.7. The operating expenditures of the Member; and

9.3.8. The claims and loss experience of the Member.

9.3.9 Member Deductible

9.3.10 Member Self-Insured Retention

9.4. Budget Amendments: Budgets may be amended at any time by majority vote of the Board of Directors.

9.5. Payments – Timing: In subsequent years, the Board of Directors may permit the Annual Payments to be made on a monthly or quarterly basis.

9.6. Retirement Fund Obligations: Members shall be both severally and jointly liable to the State of Florida Department of Administration, Division of Retirement for any Florida Retirement Systems' contributions, which are owed by the Pool for Pool employees. Each member shall be responsible for expenses incurred which are attributable to the years of membership as outlined in the Intergovernmental Agreement, Article 11.

9.7. Distribution of Surplus Upon Cessation of the Pool: If in the event that the Pool ceases to exist or operate for any year during which the Pool was in existence, all claims known or unknown have either been paid or provision has been made for such payment, the Board of Directors as then constituted shall distribute surplus funds to the Members who constituted the membership of the Pool in that prior year, after first deducting there from reasonable administrative and other non-allocated costs incurred by the Pool in the processing of the claims in years other than the one in which the claim was made. The distribution among the Members shall be in the same proportion to the total as was their Annual Payment for that year to the Annual Payments of all Members for such year.

9.8. Audit: The Board of Directors shall provide to the Members an annual audit of the financial affairs of the Pool to be made by a certified public accountant at the end of each fiscal year in accordance with generally accepted auditing principles.

Article 10 - Excess Insurance

10.1. Specific Excess Insurance: The Pool may purchase Specific Excess Insurance from underwriters of insurance, insurance companies and/or Lloyd's of London, approved by the Board of Directors, or any committee appointed by the Board for such purpose, in such amounts which shall be approved by the Board of Directors and underwriters, based upon but not limited to the current assets, risk analysis, and loss history of the Pool. The purchase of Specific Excess Insurance does not, and is not, intended to waive sovereign immunity under Florida law.

10.2. Aggregate Excess Insurance: The Pool may purchase Aggregate Excess Insurance from underwriters of insurance, insurance companies and/or Lloyd's of London, approved by the Board of Directors, or any committee appointed by the Board for such purpose, in such amounts which shall be approved by the Board of Directors and underwriters, based upon but not limited, to the current assets, risk analysis, and loss history of the Pool. The purchase of Aggregate Excess Insurance does not, and is not, intended to waive sovereign immunity under Florida law.

10.3. Multiple Loss Coverage: The Pool may purchase Multiple Loss Coverage in the event a single occurrence involves more than one line of coverage, limiting the occurrence to a single "Self Insured Retention."

10.4. Losses: The Risk Management Pool (Loss Fund), the Specific Excess Insurance and any optional Aggregate Excess Insurance purchased, shall provide payment for covered losses in any one policy year for members up to the limits approved by the Board of Directors. Should losses in any one policy year extinguish all available funds provided by the Pool then the individual Member or Members whose judgment or settlement of claim has been perfected by Florida law shall be responsible for any additional payment. The Pool shall make payments in the order in which the judgments against the Pool have been entered or settlement of claims have been reached or other manner established at a meeting by the Board. Membership in the Pool shall not preclude any Member from purchasing any insurance coverage above those amounts purchased by the Pool.

Article 11 - Obligations of Members

11.1. Member Obligations: The obligations of Members of the Pool shall be as follows:

11.1.1. To budget for, where necessary, to levy for and to promptly pay all payments to the Risk Management Pool at such times and in such amounts as shall be established by the Board of Directors within the scope of this Intergovernmental Agreement. Any delinquent payments shall be paid with a penalty, which shall be set by the Board, but such rate shall not exceed the highest interest rate allowed by statute to be paid by a Florida public agency.

11.1.2. To select, in writing, a Representative to serve on the Board of Directors and to select an Alternate Representative, to meet quorum requirements for Board Meetings.

11.1.3. To allow the Pool reasonable access to all facilities of the Member and all records including, but not limited to, financial records, which relate to the purpose or powers of the Pool.

11.1.4. To allow attorneys employed by the Pool to represent the Member in investigation, settlement discussions and all levels of litigation arising out of any claim made against the Member within the scope of loss protection furnished by the Pool.

11.1.5. To furnish full cooperation with the Pool attorneys, claims adjusters, the Executive Director and any agent, employee, officer or independent contractor of the Pool relating to the purpose or powers of the Pool.

11.1.6. To follow in its operations all loss reduction and prevention procedures established by the Pool within its purpose or powers.

11.1.7. To report to the Executive Director or their designee within the time limit specified the following items:

11.1.7.1. To provide on or before December 15 of each policy year of the Pool, the Member's renewal application shall be completed by the member as required by the Underwriters.

11.1.7.2. To report, within five (5) days of receipt, any and all statutory notices of claims, as well as summons and complaint or other pleading before a court or agency involving any claim for which Pool coverage is sought.

11.1.7.3. To report, within ten (10) days of receipt, any oral or written demand for monetary relief for which coverage is sought to the Pool Executive Director.

11.1.7.4. To report to the Executive Director at the earliest practicable moment any information of an occurrence, claim or incident received by the Member and from which the Member could reasonably conclude that coverage will be sought by said Member for such an occurrence, claim or incident.

In the event that the items set forth above are not submitted to the Executive Director within the time periods set forth above, the Board of Directors of the Pool, by a vote of a majority of a quorum of the Board, at a regular or special meeting, may in whole or part decline to provide a defense to the Member or to extend the funds of the Pool for the payment of losses or damages incurred. In reaching its decision, the Board shall consider whether and to what extent the Pool was prejudiced in its ability to investigate and defend the claim due to the failure of the Member to promptly furnish timely notice of the occurrence, claim or incident to the Executive Director. The decision of the Board of Directors shall be final. Failure of a Member to abide by these requirements shall also be grounds for expulsion from the Pool.

11.1.8. To make Payment of any required Deductible(s).

11.2. Cancellation/Suspension of Coverage: In the event that a Member has made a material misstatement or failed to comply with an underwriting requirement that created a substantial change in risk exposure, the Executive Board has the authority to cancel or suspend coverage. The Member shall be notified of the reason in writing by the Executive Director and given a reasonable time to take corrective measure prior to the Executive Board's action.

Article 12 - Liability of Board of Directors or Officers of the Pool

12.1 Liability of Directors and Officers – The Representative (or in their absence their Alternates) serving on the Board of Directors or officers of the Pool should use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties hereunder; they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee, or independent contractor selected with reasonable care; nor for loss incurred through investment of Pool funds, or failure to invest. No Representative shall be liable for any action taken or omitted by any other Representative. Representatives shall have the immunities provided by law and in particular Florida Statutes Section 163.01. The Pool will defend and indemnify any representative, officer or employee for actions taken by each in good faith within the scope of his

or her authority for PRM. The Pool may purchase insurance providing liability coverage for such Representatives or officers.

Article 13 - Additional Insurance

13.1. Member's Option to Purchase Additional Insurance: The Pool, through the distribution of the minutes of the Board of Directors or through other means shall inform all Members of the scope and amount of Specific Excess and Aggregate Excess Insurance in force at all times. Membership in the Pool shall not preclude any Member from purchasing any insurance coverage above those amounts purchased by the Pool. Such purchase shall not be construed to waive sovereign immunity of the Members of the Pool or the Pool. The Pool shall make its facilities available to advise Members of the types of additional or different coverages available to Pool Members.

Article 14 - Settlements

14.1. Settlement/Advance Notice: Whenever the Pool proposes to settle any pending claim or suit where the amount of that proposed settlement shall exceed Ten Thousand Dollars ($10,000.00), the Member shall be given advance notice of that settlement. Such notice may be given by the establishment of a reserve amount in excess of Ten Thousand Dollars ($10,000.00), provided that the amount of the settlement does not exceed the amount reserved. The officers and employees of the Pool shall, however, endeavor to give specific oral or written notice to the Member's Representative or Alternate of the exact amount of any proposed settlement in excess of Ten Thousand Dollars ($10,000.00) prior to the date at which the Pool proposes to bind itself to pay such settlement amount. The officers, employees or independent contractors of the Pool shall attempt to give the Members, as much notice of the settlement negotiations as is possible under the circumstances of each case.

Article 15 – Coverage & Indemnity Dispute Resolution

15.1. After having reviewed a claim forwarded to the Pool, the Executive Director, officer, employee or independent contractor shall, in writing, be permitted to decline to provide coverage or indemnification for such claim not believed to be within the scope of coverage provided by the Pool. The claim may also be accepted and defense provided but the Pool may reserve the right to withdraw from the defense or to refuse to provide indemnification against the claim in the event that it is later determined that the claim is not properly within the scope of coverage afforded by the Pool.

Any Member may request in writing to the Chair of the Board of Directors, that the Executive Board, at a regular scheduled meeting, take official action to affirm, modify or reverse a decision that a particular matter is or is not within the scope of coverage or indemnification provided by the Pool. The Member shall be provided a full opportunity to explain their position to the Executive Board. The Executive Board, by majority vote, may affirm, modify, reverse or defer the matter to the Board of Directors, subject to any insurance or reinsurance contractual obligations.

Any Member who disagrees with the Executive Board's determination may request in writing that the Board of Directors, at a regular scheduled meeting, take action to affirm, modify

or reverse the decision of the Executive Board. The Member shall be provided a full opportunity to explain their position to the Board of Directors. The Board of Directors, by majority vote of the Members, may affirm, modify or reverse the decision of the Executive Board, subject to any insurance or reinsurance contractual obligations.

Any Member may seek binding arbitration, if available, pursuant to the Pool's General Coverage Document and, is not required to appeal a coverage or indemnification declination to either the Executive Board or Board of Directors.

Article 16 - Contractual Obligation

16.1. Enforcement: This document shall constitute a binding contract under the Florida Interlocal Cooperation Act of 1969 among those public agencies, which become Members of the Pool. The obligations and responsibilities of the Members set forth herein, including the obligation to take no action inconsistent with this Intergovernmental Agreement as originally written or validly amended, shall remain a continuing obligation and responsibility of the Member. The terms of this Intergovernmental Agreement may be enforced in a court of law by the Pool.

The consideration for the duties herewith imposed upon the Members to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the Members set forth herein. This Intergovernmental Agreement may be executed in duplicate originals and its passage by the Member's governing body shall be evidenced by a certified copy of a resolution passed by the members of the governing body in accordance with the rules and regulations of such public agency, provided, however, that except to the extent of the limited financial contributions to the Pool agreed to herein or such additional obligations as may come about through amendments to this Intergovernmental Agreement no Member agrees or contracts herein to be held responsible for any claims in tort or contract made against any other Member. The Members intend in the creation of the Pool to establish an organization for Risk Management only within the scope herein set out and have not herein created as between Member and Member any relationship of surety, indemnification or responsibility for the debts of or claims against any Member.

16.2. Attorneys' Fees: In any legal action between the parties arising out of this Agreement, any attempts to enforce this Agreement, or any breach of this Agreement, the prevailing party may recover its expenses of such legal action including, but not limited to, its costs of litigation (whether taxed by the court or not) and its reasonable attorneys' fees (including fees generated on appeals) from the other party.

Article 17 - Expulsion or Termination of Members

17.1. Expulsion. By the vote of two-thirds (2/3) of the Directors serving on the Board of Directors, and by a vote of at least five (5) out of the seven (7) Members serving on the Executive Board on decisions, determinations or issues involving section 4.3 of this Intergovernmental Agreement, any Member may be expelled. Such expulsion may be carried out for one or more of the following reasons:

17.1.1. Failure to make any timely payments due to the Pool.

17.1.2. Failure to undertake or continue loss reduction and prevention procedures adopted by the Pool.

17.1.3. Failure to allow the Pool reasonable access to all facilities of the Member and all records which relates to the purpose, powers or functioning of the Pool.

17.1.4. Failure to furnish full cooperation with the Pool's attorneys, claims adjusters, the Executive Director and any agent, employee, officer or independent contractor of the Pool relating to the purpose, powers and proper functioning of the Pool.

17.1.5. Failure to carry out any obligation of a Member which impairs the ability of the Pool to carry out its purpose or powers or functions.

17.1.6. The Preferred Member has given the forty-five (45) days notice described in Section 4.2 and 4.3 above.

17.2. Notice: No Member may be expelled except after notice from the Pool of the alleged failure along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any decision is made as to whether the expulsion shall take place. The Board shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed.

A decision by the Board to expel a Member after notice and hearing and a failure to cure the alleged defect shall be final. The Board of Directors may establish the date at which the expulsion of the Member shall be effective at any time not less than sixty (60) days after the vote expelling the Member has been made by the Board of Directors. If the motion to expel the Member made by the Board of Directors or a subsequent motion does not state the time at which the expulsion shall take place, such expulsion shall take place sixty (60) days after the date of the vote by the Board of Directors expelling the Member.

17.3. Responsibilities of Terminated Member: A former Member shall only continue to be fully responsible only for its' portion of any obligations incurred but not satisfied during the period of time they were a Member of the Pool. Such obligations may include, but not be limited to, premiums, loss fund payments, maintenance deductibles, workers' compensations, final audit and administrative fees, etc., owed or unpaid by the former Member. The former Member shall no longer be entitled to participate or vote on the Board of Directors.

Article 18 - Special Provisions for Deferred Funding

During the fiscal years commencing on October 1, 1987 and ending on September 30, 1990, the entire Annual "Loss Fund" Contribution was not required by the Board of Directors to be paid within the fiscal year to which it was applicable. The difference between the Annual "Loss Fund" Contribution and the amount required by the Board of Directors to actually be paid to the Pool during such year by a Member is referred to herein as Deferred Funding. Members and former Members during any year for which there existed Deferred Funding may be required by the Board of Directors upon recommendation of the Executive Director to pay their applicable portion of the Deferred Funding in subsequent years. Members or former members will be

allowed forty-five (45) days after notification to make any payments of Deferred Funding. The amount of any payments required for Deferred Funding as to each Member shall be based upon the same formula as was used in establishing the Annual "Loss Fund" Contribution for that year.

Article 19 - Termination of the Pool

19.1. Termination: If, at the conclusion of any term of the Pool, the Board of Directors votes to discontinue the existence of the Pool in accordance with Section 6.9.4., then the Pool shall cease its existence at the close of the then current fiscal year. Under those circumstances, the Board of Directors shall continue to meet on such a schedule as shall be necessary to carry out the termination of the affairs of the Pool. It is contemplated that the Board of Directors may be required to continue to hold meetings for some substantial period of time in order to accomplish this task, including the settlement of all covered claims incurred during the term of the Pool. The Pool shall continue to be fully responsible and obligated to pay covered claims and expenses owed by the Pool, which accrued before the Pool's termination. The money used to pay such covered claims and expenses shall remain with the Pool until such claims are settled and expenses are paid.

19.2. Post-Termination Responsibilities of Member: After termination of the Pool, the Member shall continue to hold membership on the Board of Directors but only for the purpose of voting on matters affecting their limited continuing interest in the Pool for such years as they were Members of the Pool.

In witness whereof, this agreement has been executed by the Entity: Pasco County Mosquito Control District. The approval of the foregoing agreement was passed by the Entity: Pasco County Mosquito Control District on the 21 day of October, 2025, and attached hereto, I do hereby execute and the Board does hereby attest to my signature as evidence that the Pasco County Mosquito Control District has approved and hereby becomes a bound signatory member of the "Intergovernmental Cooperative Agreement" for Public Risk Management of Florida, a copy of which is attached hereto, and which is pursuant to Florida Statutes Section 163.01. which commenced its term on October 1, 1987.

Designated Signee

Print Name: Adriane N. Rogers

ATTEST:

This 21st day of October, 2025.

Chair, Public Risk Management of Florida

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** NI26-0446 **DATE:** 1/20/2026

SUBJECT: Acceptance of Utility Improvements and Release of Maintenance Guarantee – Thornwood Associates, LLC – Chapel Crossings NW Quadrant – Village A Phase 2 (PCU 12-111.11) (UTD26-0139)

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0446 UTD26-0139 Acceptance and Release of Maintenance Guarantee Pkt

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

RECEIVED
DEC 04 2025
PASCO COUNTY, CLERK & COMPTROLLER

INTEROFFICE MEMORANDUM

TO: Mike Carballa, P.E.
County Administrator

THRU: Branford N. Adumuah,
Assistant County Administrator
Public Infrastructure

Branford N. Adumuah Digitally signed by Branford N. Adumuah Date: 2025.11.25 08:12:51 -05'00'

FROM: Adolfo A. González, P.E.
Director
Utilities Engineering & Contract Management Department

Adolfo A. Gonzalez, P.E. Digitally signed by Adolfo A. Gonzalez, P.E. Date: 2025.11.25 07:16:53 -05'00'

DATE: November 24, 2025

FILE: UTD26-0139

DISTRICT: 1

SUBJECT: Acceptance of Utility Improvements and Release of Maintenance Guarantee – Thornwood Associates, LLC – Chapel Crossings NW Quadrant - Village A Phase 2 (PCU12-111.11) – No Funding Required

REFERENCES: Parcel ID No: 09-26-20-0110-0A300-0000

BACKGROUND SUMMARY:

The Developer has provided a Maintenance Guarantee in the form of Check No. 10416 for the project to guarantee the improvements are free of defects. This check was originally deposited into account No. 2401-40000-369900-369900-00000-0000-000000-000-0000 to be held by the County.

The County Administrator was never formally presented the Cash Bond Agreement for signature and the funds were not placed into a bond account because they were never formally accepted. The funds are currently available in account No. 2401-40500-536000-599001-00000-0000-000000-000-0000. Utility improvements for the subject project have been completed by the developer and are acceptable for ownership and operation by the County. The developer has provided the necessary public easement by dedication on the final subdivision plat of Chapel Crossing Parcel A and Bill of Sale. The maintenance period required by Section 110-36 Pasco County Code of Ordinances to protect the County against losses resulting from any and all defects in materials, workmanship, and performance for a period of one year has since expired. The Developer is requesting County return of his cash bond posted as a Maintenance Guarantee and that County accept the Utility Improvements described in the Bill of Sale and Cost Estimate.

RECEIVED
NOV 25
PASCO COUNTY
ADMINISTRATION OFFICE

UTILITIES ENGINEERING AND CONTRACT MANAGEMENT DEPARTMENT
813.235.6189 | Utilities Administration Building | 19420 Central Blvd. | Land O' Lakes, FL 34637-7006

ACTION:

The County Administrator pursuant to Resolution 25-081 approves, on behalf of the Board of County Commissioners, the release of the Cash Bond in the amount of $75,243.68, from account No. 2401-40500-536000-599001-00000-0000-000000-000-0000 and accepts the project's utility improvements.

Board Records is requested to take the following actions as set forth below:

DISTRIBUTION:

1. Retain and file the Bill of Sale.
2. Direct the Clerk to issue a check in the amount of $75,243.68, from account No. 2401-40500-536000-599001-00000-0000-000000-000-0000 and mail with the notice of acceptance of the Bill of Sale to:

   Thornwood Associates, LLC
   c/o: Craig B. Weber
   2940 Sports Core Circle
   Wesley Chapel, FL 33544
   Telephone (813) 994-2277

APPROVED by:

MICHAEL J. CARBALLA, P.E.
COUNTY ADMINISTRATOR

DATE: 11/25/25

Approved for form and legal sufficiency:

JEFFREY STEINSNYDER
COUNTY ATTORNEY

Revised per Clerk
Approved 11-25-2025

ATTACHMENT(S):

1. Bill of Sale
2. Copy of original Maintenance Guarantee check
3. Engineer's Cost Estimate
4. Copy of the Recorded Plat
5. Final inspection Certificate of Completion of improvements covered by the Bond
6. Release Contact

AAG/flb – Agenda Release Cash MG

UTILITIES ENGINEERING AND CONTRACT MANAGEMENT DEPARTMENT

813.235.6189 | Utilities Administration Building | 19420 Central Blvd. | Land O' Lakes, FL 34637-7006

BILL OF SALE

PROJECT: **Chapel Crossings-NW Quadrant Village A (Phase 2)**

PCU PROJECT NO.: **12-111.11**

PROJECT LOCATION: **See Exhibit A (Attached)**

Thornwood Associates, LLC., (Grantor), in the County of Pasco, State of Florida,
(Name of Developer)

for valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, transfer, and deliver unto Pasco County (Grantee) the following:

> All water and wastewater facilities to the point of delivery or connection, including water, sewer, reclaimed water lines, pipes, and related equipment (listed in Exhibit B) constructed in and for the development of **Chapel Crossings-NW Quadrant Village A (Phase 2)**, located in the public rights-of-way and easements contained within the property described in the attached Exhibit A (which includes a legible legal description and sketch of the property on which the improvements are located). The said water and wastewater facilities are tabulated on the attached Exhibit B.

To have and to hold the same to Pasco County, Florida, and its successors and assigns, to their use forever.

And the Grantor hereby covenants with the Grantee that the Grantor is the lawful owner of the said goods, that they are free from all encumbrances, that the Grantor has good right to sell the same as aforesaid, and that the Grantor will warrant and defend the same against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed, and hereunto set my hand, on this 17TH day of JUNE, 2025.

Signed, sealed, and delivered in the presence of:

Julie Clayton

NAME: Julie Clayton
Print

2940 Sports Core Cir Wesley Chapel, FL 33544

Paul L Netto

NAME: PAUL L NETTINA

2940 SPORTS CORE CIRCLE
WESLEY CHAPEL FL 33544

GRANTOR:

BY: _____

NAME: **Craig Weber**

TITLE: **Authorized Representative**
Print

STATE OF FLORIDA

COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, on June 17, 2025 by Craig B. Weber, as Authorized Signer for Thornwood Associates, L.L.C., an Illinois limited liability company, on behalf of the company, who X is personally known to me or who ___ has produced _____ as identification.

JORI LYNN KEHOE
Notary Public-State of Florida
Commission # HH 337141
My Commission Expires
November 30, 2026

Jori L Kehoe

NOTARY PUBLIC

Print Name: Jori Kehoe

Commission Number: HH337141

My Commission Expires: 11/30/2026

PASCO COUNTY UTILITIES

MAINTENANCE GUARANTEE

AGREEMENT

This Agreement is made between Thornwood Associates, LLC, with a business address of 2940 Sports Core Circle, Wesley Chapel, FL 33544, and telephone number 813-994-2277, (herein "Developer"), and Pasco County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (herein "County").

WITNESSETH:

The Developer submits to the County the sum of $75,243.68 to act as a financial guarantee for maintenance of certain utility improvements for Project Name Chapel Crossings NW Quadrant – Village A (Phase 2), these conditions, being more specifically, the maintenance of any required and approved items contemplated on the County-approved cost estimate, dated 6/17/24, in connection with the Project (herein "Improvements") and authorizes the County to draft any amount, or all of the sum above, upon the occurrence of any of the following conditions in the discretion of the Utilities Director or designee:

1. The Developer has failed to maintain all required, approved Improvements for a period of one year, or any different period agreed to by the County; or

2. The Developer has failed to repair or replace all such Improvements found by the County Utilities Director or designee not to comply with County approvals or requirements or found to be deficient in materials, workmanship, or structural integrity under County, State, or Federal regulations, whichever may be applicable, or industry standards; or

3. The Developer has failed to pay all costs and expenses incurred for or incidental to the maintenance of Improvements; or

4. The Developer has failed to submit a written request for an inspection of all Improvements to the Pasco County Utilities Department not before ninety (90) days prior to the termination of the maintenance period or any different time agreed to by the County.

In the event the County institutes legal proceedings in order to collect any funds under this agreement, or any amendment, the venue shall be exclusively in Pasco County, Florida, and the Developer shall be liable for attorney's fees and court costs incurred by the County in the event the County prevails. Prevails shall be a favorable decision by the court of law to permit the County to use any, or all, of the sum above for the purpose stated herein. No modifications may be made to this agreement unless in writing and signed by the County and the Developer.

IN WITNESS WHEREOF, the Developer has caused this Agreement to be duly executed in the Developer's name.

By _____

Print Name CRAIG B. WEBER

Title Auth. Rep.

STATE OF FLORIDA

COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of June, 2024, by Craig B. Weber as Authorized Rep. for Thornwood Associates, LLC, ☒ who is personally known to me, **or** ☐ who produced as identification Known.

_____
NOTARY SIGNATURE

JULIE A. CLAYTON
Notary Public - State of Florida
Commission # HH 348459
My Comm. Expires Jan 17, 2027
Bonded through National Notary Assn.

IN WITNESS WHEREOF, Pasco County has caused this Agreement to be duly executed in its name by its Board of County Commissioners acting by the County Administrator, this _____day of _____, 20__.

(OFFICIAL SEAL)

BOARD OF COUNTY COMMISSIONERS
PASCO COUNTY, FLORIDA

ATTEST:

_____
NIKKI ALVAREZ-SOWLES, ESQ.
PASCO COUNTY CLERK & COMPTROLLER

BY: _____
MICHAEL J. CARBALLA, P.E.
COUNTY ADMINISTRATOR

10416

THORNWOOD ASSOCIATES LLC
DBA CROWN COMMUNITY DEVELOPMENT
2940 SPORTS CORE CIRCLE
WESLEY CHAPEL, FL 33544
813-994-2277

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com
2-1/710

Security features Details on back.

DATE	AMOUNT
6/20/2024	$75,243.68

Seventy Five Thousand Two Hundred Forty Three Dollars and 68 Cents

PAY
TO THE
ORDER
OF

Pasco County Board of Cty Comm.
8731 Citizens Drive
Suite 150
New Port Richey, FL 34654

AUTHORIZED SIGNATURE

[redacted]

THORNWOOD ASSOCIATES LLC 10416

Vendor ID	Name	Payment Number	Check Date	Check Number
PASCOC400	Pasco County Board of Cty Comm.	PMT001650	6/20/2024	10416

Invoice Number	Date	Amount	Amount Paid	Discount	Net Amount Paid
062024A	6/20/2024	$75,243.68	$75,243.68	$0.00	$75,243.68
		$75,243.68	$75,243.68	$0.00	$75,243.68

PRODUCT DLM102 USE WITH 91500 ENVELOPE Integrated Business Group Inc (407) 677-0370 PRINTED IN U.S.A. B

1806849800

D7507X CHIKDK06 09/22/2022 08:25 -44-

From: Jennifer Vigo
To: Tonya S. Haugland; Jessica Towner; Ryan Whitaker; William Donahue; Carrie Donelan-Fisher; Melida Perez
Cc: Mark Guttman; Tracy A. Overturf
Subject: RE: Cash Maintenance Guarantees
Date: Tuesday, June 3, 2025 10:22:58 AM
Attachments: image001.png
image003.png
image004.png
image014.png
image015.png
image016.png
image017.png
image018.png
image019.png
image020.png
image021.png
image022.png

Hello,

Thank you for the clarification on the process.

I just spoke to Tracy and we have agreed I will handle this moving forward along with William "Bill".

Please send me any documents that you would normally send to Jeri.

As for the three that you did not receive an account # I am showing the following on the cash log.

Thornwood Assoc (Chapel Crossings NW)	PCU #12-111.11	10416	7/24/2024	2401-40000-369900-369900-00000-0000-000000-000-0000
Thornwood Assoc (Chapel Crossings NW)	PCU #12-111.12	10415	7/24/2024	2401-40000-369900-369900-00000-0000-000000-000-0000
Thornwood Assoc (Chapel Crossings NW)	PCU #12-111.13	10414	7/24/2024	2401-40000-369900-369900-00000-0000-000000-000-0000

Can you confirm 10416 is for $75,243.68. If so, then the check was deposited into the account.

Y	2024/10	3820	07/24/24	08/01/24	CRP	40000	134621		-47,859.53	THORNWOOD ASSOCIATES LI MAINTENANCE GUARAN
Y	2024/08	3423	05/28/24	06/05/24	GEN	UTADJ	05/28/2024	UTADJ	-52,673.87	UTADJ 05/28/2024
Y	2024/09	576	06/07/24	06/11/24	CRP	40000	131490		-55,000.00	ZURICH ZURICH
Y	2024/02	3285	11/16/23	12/04/23	CRP	40000	120422		-56,748.63	CUSTOMER PI FISCAL & BUSINESS A
Y	2024/04	639	01/08/24	01/16/24	GEN	UTADJ	01/08/2024	UTADJ	-58,227.30	UTADJ 01/08/2024
Y	2024/10	3813	07/24/24	08/01/24	CRP	40000	134622		75,243.68	THORNWOOD ASSOCIATES LI MAINTENANCE GUARAN
Y	2024/10	3830	07/24/24	08/01/24	CRP	40000	134618		-156,076.98	THORNWOOD ASSOCIATES LI MAINTENANCE GUARAN
Y	2024/03	3220	12/27/23	01/08/24	CRP	40000	122464		-496,296.00	CUSTOMER OUTSIDE BILLING

@Carrie Donelan-Fisher@Melida Perez if you handle a portion of this process, please let me know what is done on your end so I can make sure I connect all the pieces.

Appreciate your patience during this transition and look forward to working with you.

Thank you,

PASCO COUNTY FLORIDA

Jennifer "Jen" Vigo
PUBLIC INFRASTRUCTURE FISCAL AND BUSINESS ADMINISTRATION
Pasco County BOCC
P 813-235-6196 ext 6892
F 813-929-1064
19420 Central Blvd
Land O'Lakes, FL 34637
jvigo@pascocountyfl.net
www.pascocountyfl.net

From: Tonya S. Haugland <thaugland@pascocountyfl.net>
Sent: Tuesday, June 3, 2025 9:51 AM
To: Jennifer Vigo <jvigo@pascocountyfl.net>; Jessica Towner <jtowner@pascocountyfl.net>; Ryan Whitaker <rwhitaker@pascocountyfl.net>; William Donahue <wdonahue@pascocountyfl.net>
Cc: Mark Guttman <mguttman@pascocountyfl.net>
Subject: RE: Cash Maintenance Guarantees

Good morning all,

The most recent information and correspondence regarding the SOP for cash maintenance guarantees is attached.

Engineering receives a check and associated Cash Agreement Form when the Final FDEP Clearance process is complete.

Our Clearance processor then scans/copies the check and Cash Agreement form, and hand writes the date of receipt and forward to Fiscal on the copy.

The original Cash Agreement Form is retained by Engineering.

The **original check** and scanned copy of the Cash Agreement Form with routing date and Clearance Processor signature is delivered to the black lock-box in Fiscal. An email is sent to Jeri Kaupp jkaupp@pascocountyfl.net, Melida Perez mperez@pascocountyfl.net, and Carrie Donelan-Fisher cdonelanfisher@pascocountyfl.net alerting them that a check for maintenance guarantee has been placed in the lock-box and requesting the account number for the deposit.

This account number is needed by Engineering to create the associated Memo for maintenance guarantee acceptance to be signed by the Utility Director and Mike Carballa.

Per the attached spreadsheet – Engineering never received the associated account number for the following checks/projects:

PCU #12-111.11
PCU #12-111.12
PCU #12-111.13

Someone from Fiscal – previously Jeri Kaupp, would provide the account number to the Engineering Clearance Processor in response to the email.

The memo with UTD number would be provided when the associated Acceptance was then processed.

Please advise of the updated Fiscal contacts since Jeri has left.

Sincerely,

PASCO COUNTY FLORIDA

TOP WORK PLACES 2021 USA

Tonya S. Haugland
Public Infrastructure
Utilities Engineering and Contract Management
Pasco County
813-235-6189 ext 6938
Central Pasco Government Center
19420 Central Blvd
Land O Lakes, FL 34637
thaugland@pascocountyfl.net
www.mypasco.net

"Serving Our Community to Create a Better Future"

Pasco County Social Media:

We're hiring! Here's why you should join our team!

CERTIFICATE OF UTILITY COST

STATE OF FLORIDA }
} ss:
COUNTY OF PASCO }

PROJECT NAME: **Chapel Crossings NW Quadrant – Village A (Phase 2)**

PROJECT DEVELOPER/OWNER: **Thornwood Associates, LLC**

COMMUNITY DEVELOPMENT DISTRICT: **N/A**

I, **James P. Choncholas**, a Professional Engineer registered in the State of Florida, with Registration No. **45175**, acting as the engineer of record for the subject project located in part of Section **9 & 10**, Township **26** South, Range **20** East, Pasco County, Florida; hereby certify that I have examined the construction plans and utility costs as shown below and have determined that they are accurate for the purpose of determining the amount for Maintenance Guarantee required by the Pasco County Land Development Code.

(Attached Schedule Incorporated by Reference)

Schedule II		Amount
"A" – Water		**$ 190,735.00**
"B" – Wastewater		**$ 224,906.50**
"C" – Reclaimed		**$ 85,983.00**
	Total	**$ 501,624.50**

Maintenance Bond Amount: **$501,624.50** x 0.15 = **$75,243.68**

Approved By:

Kyle Conard
Pasco County Utilities Service Department

6/17/2024
Date

Professional Engineer (SEAL)

6/17/2
Date

JAMES PAUL CHONCHOLAS LICENSE No 45175 STATE OF FLORIDA PROFESSIONAL ENGINEER

Revised 3/18/14

o:\admin\project docs\c\chapel crossings\misc\cert of utility cost_village a phase 2--jc.docx

FLORIDA DESIGN CONSULTANTS, INC.

MAINTENANCE GUARANTEE

CLIENT: THORNWOOD ASSOCIATES, LLC

DATE: 17-Jun-24

PROJECT: CHAPEL CROSSINGS NW Quadrant - Village A (Phase 2)

SCHEDULE II-A - WATER DIST.

ITEM	UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
II-A 208	LF	2,580.0	8" PVC SERVICE LINE (INCLUDING FITTINGS)	$38.00	$98,040.00
II-A 206	LF	560.0	6" PVC SERVICE LINE (INCLUDING FITTINGS)	$24.50	$13,720.00
II-A 204	LF	60.0	4" PVC SERVICE LINE (INCLUDING FITTINGS)	$16.00	$960.00
II-A 202	LF	420.0	2" PVC SERVICE LINE (INCLUDING FITTINGS)	$6.00	$2,520.00
II-A 308	EA	10.0	8" GATE VALVE WITH BOX	$1,800.00	$18,000.00
II-A 304	EA	2.0	4" GATE VALVE WITH BOX	$590.00	$1,180.00
II-A 301	EA	1.0	2" GATE VALVE WITH BOX	$175.00	$175.00
II-A 600	EA	5.0	FIRE HYDRANT ASSEMBLY	$3,900.00	$19,500.00
II-A 403	EA	2.0	SINGLE SERVICE ASSEMBLY (COMPLETE) NEAR SIDE	$320.00	$640.00
II-A 405	EA	12.0	SINGLE SERVICE ASSEMBLY (COMPLETE) FAR SIDE	$390.00	$4,680.00
II-A 404	EA	24.0	DOUBLE SERVICE ASSEMBLY (COMPLETE) NEAR SIDE	$340.00	$8,160.00
II-A 406	EA	32.0	DOUBLE SERVICE ASSEMBLY (COMPLETE) FAR SIDE	$410.00	$13,120.00
II-A 901	EA	4.0	WDSP/CIP	$150.00	$600.00
II-A 902	LS	1.0	CHLORINATION & PRESSURE TESTING	$3,840.00	$3,840.00
II-A 952	EA	1.0	TEMPORARY JUMPER	$5,600.00	$5,600.00
				SUB-TOTAL =	$190,735.00

FLORIDA DESIGN CONSULTANTS, INC.

MAINTENANCE GUARANTEE

CLIENT: THORNWOOD ASSOCIATES, LLC

DATE: 17-Jun-24

PROJECT: CHAPEL CROSSINGS NW Quadrant - Village A (Phase 2)

SCHEDULE II-B - SAN. SEWER

ITEM	UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
II-B 200	LF	466.0	8" PVC (0'-6')	$18.00	$8,388.00
II-B 201	LF	834.0	8" PVC (6'-8')	$24.00	$20,016.00
II-B 202	LF	885.0	8" PVC (8'-10')	$25.00	$22,125.00
II-B 203	LF	849.0	8" PVC (10'-12')	$27.00	$22,923.00
II-B 204	LF	337.0	8" PVC (12'-14')*	$29.00	$9,773.00
II-B 300	EA	3.0	MANHOLE (0'-6')	$2,400.00	$7,200.00
II-B 301	EA	5.0	MANHOLE (6'-8')	$2,700.00	$13,500.00
II-B 302	EA	4.0	MANHOLE (8'-10')	$2,850.00	$11,400.00
II-B 303	EA	3.0	MANHOLE (10'-12')	$3,000.00	$9,000.00
II-B 321	EA	1.0	MANHOLE (6'-8')(LINED)	$3,040.00	$3,040.00
II-B 323	EA	2.0	MANHOLE (10'-12')(LINED)	$4,420.00	$8,840.00
II-B 324	EA	1.0	MANHOLE (12'-14')(LINED)	$5,000.00	$5,000.00
II-B 374	EA	1.0	DROP MANHOLE (12'-14')(LINED)	$11,600.00	$11,600.00
II-B 401	EA	29.0	SINGLE SERVICE ASSEMBLY (COMPLETE)	$365.00	$10,585.00
II-B 402	EA	50.0	DOUBLE SERVICE ASSEMBLY (COMPLETE)	$455.00	$22,750.00
II-B 906	LF	3,371.0	DEWATERING	$9.50	$32,024.50
II-B 860	LF	3,371.0	TESTING	$2.00	$6,742.00
				SUB-TOTAL =	$224,906.50

FLORIDA DESIGN CONSULTANTS, INC.

MAINTENANCE GUARANTEE

CLIENT: THORNWOOD ASSOCIATES, LLC

DATE: 17-Jun-24

PROJECT: CHAPEL CROSSINGS NW Quadrant - Village A (Phase 2)

SCHEDULE II-C - RECLAIMED

ITEM		UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
II-C	106	LF	24.0	6" PVC SERVICE LINE (INCLUDING FITTINGS)	$24.50	$588.00
II-C	104	LF	3,000.0	4" PVC SERVICE LINE (INCLUDING FITTINGS)	$16.00	$48,000.00
II-C	102	LF	420.0	2" PVC SERVICE LINE (INCLUDING FITTINGS)	$6.00	$2,520.00
II-C	206	EA	1.0	6" GATE VALVE WITH BOX	$1,350.00	$1,350.00
II-C	204	EA	3.0	4" GATE VALVE WITH BOX	$1,200.00	$3,600.00
II-C	202	EA	1.0	2" GATE VALVE WITH BOX	$175.00	$175.00
II-C	403	EA	18.0	SINGLE SERVICE ASSEMBLY (COMPLETE) NEAR SIDE	$265.00	$4,770.00
II-C	404	EA	34.0	DOUBLE SERVICE ASSEMBLY (COMPLETE) NEAR SIDE	$335.00	$11,390.00
II-C	405	EA	5.0	SINGLE SERVICE ASSEMBLY (COMPLETE) FAR SIDE	$335.00	$1,675.00
II-C	406	EA	19.0	DOUBLE SERVICE ASSEMBLY (COMPLETE) FAR SIDE	$425.00	$8,075.00
II-C	980	LS	1.0	TESTING	$3,840.00	$3,840.00
					SUB-TOTAL =	$85,983.00

FLORIDA DESIGN CONSULTANTS, INC. 17-Jun-24

UTILITY MAINTENANCE GUARANTEE

FOR:

CHAPEL CROSSINGS NW Quadrant - Village A (Phase 2)

			AMOUNT
II-A	-	WATER DISTRIBUTION	$190,735.00
II-B	-	SANITARY SEWER	$224,906.50
II-C	-	RECLAIMED	$85,983.00
		TOTAL AMOUNT	$501,624.50
		MAINTENANCE BOND COST ESTIMATE (15%)	**$75,243.68**

CHAPEL CROSSINGS PARCEL A

A SUBDIVISION OF LAND LYING IN SECTION 9, AND SECTION 10, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PLAT BOOK 94 PAGE 102

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 26 SOUTH, RANGE 20 EAST, AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 10, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S88°25'05"W, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 10 (BEING THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION), SAME BEING THE NORTH LINE OF THE PLAT OF CHAPEL CROSSINGS PARCELS D B H, AS RECORDED IN PLAT BOOK 86, PAGE 139, AND THE NORTHERLY RIGHT-OF-WAY LINE OF CHAPEL CROSSINGS BOULEVARD, ACCORDING TO OFFICIAL RECORDS BOOK 10311, PAGE 834, RESPECTIVELY, BOTH OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, FOR 918.45 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID CHAPEL CROSSINGS BOULEVARD; THENCE THE FOLLOWING EIGHT (8) COURSES ALONG SAID WEST RIGHT-OF-WAY LINE OF CHAPEL CROSSINGS BOULEVARD, AND THE NORTH RIGHT-OF-WAY LINE OF ZEPHYRHILLS BYPASS, ACCORDING TO OFFICIAL RECORDS BOOK 10311, PAGE 834, RESPECTIVELY: (1) THENCE LEAVING SAID NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 10, SAME BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF CHAPEL CROSSINGS BOULEVARD, S19°35'46"W, FOR 386.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; (2) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,899.00 FEET, A CENTRAL ANGLE OF 26°32'23", AN ARC LENGTH OF 1,342.83 FEET, AND A CHORD BEARING S02°40'26"E, FOR 1,330.86 FEET TO THE POINT OF TANGENT; (3) THENCE S15°56'37"E, FOR 459.86 FEET; (4) THENCE S29°05'23"W, FOR 156.98 FEET; (5) THENCE S74°03'25"W, FOR 447.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY; (6) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,965.00 FEET, A CENTRAL ANGLE OF 13°12'47", AN ARC LENGTH OF 683.76 FEET, AND A CHORD BEARING S80°39'46"W, FOR 682.25 FEET TO THE POINT OF BEGINNING; (7) THENCE CONTINUE WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 2,965.00 FEET, A CENTRAL ANGLE OF 19°12'17", AN ARC LENGTH OF 993.67 FEET, AND A CHORD BEARING N83°42'39"W, FOR 989.08 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; (8) THENCE N54°29'04"W, FOR 83.07 FEET TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 54, ACCORDING TO OFFICIAL RECORDS BOOK 8168, PAGE 330, PARCEL 162A (REMAINDER), OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AS ESTABLISHED BY THAT CERTAIN PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 9547, PAGE 909, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SAME BEING THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID NORTH RIGHT-OF-WAY LINE OF STATE ROAD 54, ACCORDING TO OFFICIAL RECORDS BOOK 8168, PAGE 330, PARCEL 162A (REMAINDER): (1) THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE OF ZEPHYRHILLS BYPASS, NORTHWESTERLY ALONG THE ARC OF SAID CURVE, WITH A RADIAL BEARING OF N18°00'17"E, HAVING A RADIUS OF 2,939.00 FEET, A CENTRAL ANGLE OF 17°32'40", AN ARC LENGTH OF 899.95 FEET, AND A CHORD BEARING N63°13'23"W, FOR 896.44 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; (2) THENCE N50°32'57"W, FOR 192.20 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE OF STATE ROAD 54, ACCORDING TO OFFICIAL RECORDS BOOK 8168, PAGE 330, PARCEL 162A (REMAINDER), N00°17'18"W, ALONG SAID WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, FOR 783.34 FEET; THENCE LEAVING SAID WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, S89°59'13"E, FOR 1,827.65 FEET; THENCE N43°21'14"E, FOR 131.49 FEET; THENCE S36°14'36"E, FOR 31.63 FEET; THENCE S03°08'07"E, FOR 322.81 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, WITH A RADIAL BEARING OF S71°54'13"E, HAVING A RADIUS OF 650.00 FEET, A CENTRAL ANGLE OF 05°07'35", AN ARC LENGTH OF 58.18 FEET, AND A CHORD BEARING S15°32'00"W, FOR 58.14 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 650.00 FEET, A CENTRAL ANGLE OF 02°20'55", AN ARC LENGTH OF 22.85 FEET, AND A CHORD BEARING S14°08'40"W, FOR 22.84 FEET, TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S88°30'33"W, FOR 266.52 FEET; THENCE S49°46'43"E, FOR 23.36 FEET; THENCE S38°18'19"E, FOR 54.00 FEET; THENCE S51°41'41"W, FOR 118.58 FEET; THENCE S38°18'19"E, FOR 42.85 FEET; THENCE S32°46'59"E, FOR 58.07 FEET; THENCE S28°54'28"E, FOR 64.58 FEET; THENCE S22°16'10"E, FOR 51.62 FEET; THENCE S15°37'52"E, FOR 51.62 FEET; THENCE S08°59'34"E, FOR 51.29 FEET; THENCE S05°51'29"E, FOR 39.29 FEET; THENCE S81°31'21"W, FOR 39.23 FEET; THENCE S11°23'48"E, FOR 140.07 FEET; THENCE N72°41'45"E, FOR 38.20 FEET; THENCE S16°39'21"E, FOR 39.12 FEET; THENCE S22°21'35"E, FOR 39.12 FEET; THENCE S26°38'36"E, FOR 91.63 FEET; THENCE S14°04'58"E, FOR 60.63 FEET; THENCE S02°42'45"E, FOR 60.59 FEET; THENCE S86°50'56"E, FOR 27.18 FEET; THENCE S02°43'00"E, FOR 337.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,396,590 SQUARE FEET OR 55.018 ACRES, MORE OR LESS.

CERTIFICATE OF OWNERSHIP AND DEDICATION:

THORNWOOD ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY (THE "OWNER") HEREBY STATES AND DECLARES THAT THEY ARE THE FEE SIMPLE OWNER OF ALL LANDS REFERRED TO AS "CHAPEL CROSSINGS PARCEL A", AS DESCRIBED IN THE LEGAL DESCRIPTION WHICH IS A PART OF THIS PLAT AND MAKES THE FOLLOWING DEDICATIONS:

1. OWNER HEREBY GRANTS, CONVEYS AND DEDICATES TO THE CHAPEL CROSSINGS COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ORGANIZED AND EXISTING PURSUANT TO CHAPTER 190, FLORIDA STATUTES (THE "DISTRICT"), LEGAL TITLE TO TRACT "A-3", CONTAINING STREETS, RIGHT-OF-WAY, PUBLIC UTILITY EASEMENT AND TRACTS "B-5", "B-6", "B-7", "B-8" AND "P-1", CONTAINING DRAINAGE, ACCESS, UTILITY, LANDSCAPE, AND INGRESS/EGRESS EASEMENTS, A NEIGHBORHOOD PARK, AND WETLAND BUFFER AREA AS SHOWN AND DEPICTED HEREON, AS EVIDENCED BY ITS EXECUTION OF THIS PLAT THE DISTRICT ACCEPTS THIS DEDICATION AND AGREES TO MAINTAIN THE FOREGOING STREETS, EASEMENTS, AND OTHER TRACTS FOR THE PURPOSES FOR WHICH THEY WERE INTENDED.

2. THE "OWNER" FURTHER DOES:

A. GRANT, CONVEY AND DEDICATE TO PASCO COUNTY, FLORIDA (THE "COUNTY") A PERPETUAL EASEMENT FOR INGRESS AND EGRESS, OVER AND ACROSS "TRACT A-3", WHICH IS SHOWN AND DEPICTED HEREON FOR ANY AND ALL GOVERNMENTAL PURPOSES INCLUDING (WITHOUT LIMITATION) FIRE AND LAW ENFORCEMENT, AND EMERGENCY MEDICAL SERVICES.

B. GRANT, CONVEY AND DEDICATE TO THE PERPETUAL USE OF THE PUBLIC AND THE "COUNTY" ALL PUBLIC UTILITY IMPROVEMENTS, FACILITIES AND APPURTENANCES, TOGETHER WITH ANY NECESSARY EASEMENTS, LYING WITHIN OR UPON THE LANDS DEPICTED ON THIS PLAT, AND FURTHER DOES HEREBY RESERVE UNTO THEMSELVES, THEIR RESPECTIVE SUCCESSORS OR ASSIGNS, THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN ALL UTILITY IMPROVEMENTS, OR UTILITIES AND APPURTENANCES LYING WITHIN THE LANDS DEPICTED ON THIS PLAT UNTIL SUCH TIME AS THE OPERATION AND MAINTENANCE OF SAID UTILITY IMPROVEMENTS, FACILITIES, AND APPURTENANCES ARE ASSUMED BY THE "COUNTY."

C. GRANT, CONVEY, AND DEDICATE TO THE "COUNTY", STATUTORILY AUTHORIZED PUBLIC UTILITY ENTITIES AND ALL LICENSED PRIVATE UTILITY ENTITIES A NON-EXCLUSIVE, UNOBSTRUCTED UTILITY EASEMENT FOR TELEPHONE, ELECTRIC, CABLE TELEVISION, WATER, SEWER, FIRE PROTECTION, STREET LIGHTS AND OTHER UTILITIES OVER AND ACROSS THOSE PORTIONS OF THE PLAT SHOWN AS "UTILITY EASEMENT" (UE), AND IDENTIFIED HEREON FOR SUCH PURPOSES, THE USE AND BENEFIT OF WHICH SHALL EXTEND AND INURE TO THE BENEFIT OF THE "COUNTY", STATUTORILY AUTHORIZED PUBLIC UTILITY ENTITIES AND ALL DULY LICENSED PRIVATE UTILITY COMPANIES. IN THE EVENT UTILITY IMPROVEMENTS ARE CONSTRUCTED WITHIN SUCH UTILITY EASEMENT AREAS, IT SHALL BE THE RESPONSIBILITY OF THE UTILITY ENTITIES TO REPAIR OR REPLACE SAID UTILITY IMPROVEMENTS AS NECESSARY FOR MAINTENANCE OF SAID UTILITIES.

D. GRANT, CONVEY AND DEDICATE TO THE "DISTRICT", ITS SUCCESSORS OR ASSIGNS A PERPETUAL EASEMENT OVER AND ACROSS ALL LANDS SHOWN HEREON AS DRAINAGE, ACCESS AND LANDSCAPE EASEMENTS (DE)(AE)(LE) FOR THE PURPOSE OF MAINTAINING, REPAIRING, REPLACING, ACCESSING THE STORM WATER DRAINAGE FACILITIES AND LANDSCAPING LYING THEREIN.

3. THE "OWNER" HEREBY GRANTS, CONVEYS, WARRANTS AND DEDICATES TO THE "COUNTY" A NON-EXCLUSIVE FLOW THROUGH EASEMENT AND REASONABLE RIGHT OF ACCESS TO ENSURE THE FREE FLOW OF WATER FOR GENERAL PUBLIC DRAINAGE PURPOSES OVER, THROUGH AND UNDER ALL DRAINAGE EASEMENTS OR COMMONLY OWNED PROPERTY ON THIS PLAT. IN THE EVENT THE "DISTRICT" FAILS TO PROPERLY MAINTAIN ANY DRAINAGE EASEMENTS/FACILITIES PREVENTING THE FREE FLOW OF WATER, THE "COUNTY" SHALL HAVE THE REASONABLE RIGHT, BUT NOT THE OBLIGATION, TO ACCESS AND ENTER UPON ANY DRAINAGE EASEMENT FOR THE PURPOSE OF PERFORMING MAINTENANCE TO ENSURE THE FREE FLOW OF WATER.

4. THE "OWNER" RESERVES FOR ITSELF, ITS SUCCESSORS, AND ASSIGNS A NON-EXCLUSIVE EASEMENT IN COMMON WITH OTHERS LOCATED WITHIN THE UTILITY EASEMENT OVER AND ACROSS THE FRONT OF ALL LOTS ON THIS PLAT. SAID NON-EXCLUSIVE EASEMENT IS FOR THE INSTALLATION, OPERATION AND MAINTENANCE AND/OR REPLACEMENT OF COMMUNICATION LINES INCLUDING BUT NOT LIMITED TO CABLE TELEVISION, INTERNET ACCESS, TELECOMMUNICATIONS AND BULK TELECOMMUNICATION SERVICES TO THE EXTENT CONSISTENT WITH SECTION 177.091(28), FLORIDA STATUTES

5. THE "OWNER" FURTHER DOES GRANT AND RESERVE UNTO THE "DISTRICT", IT'S RESPECTIVE SUCCESSORS OR ASSIGNS, THE TITLE TO ANY LANDS OR IMPROVEMENTS DEDICATED TO THE PUBLIC OR TO THE COUNTY, IF FOR ANY REASON SUCH DEDICATION SHALL BE EITHER VOLUNTARILY VACATED, VOIDED, OR INVALIDATED TO THE EXTENT CONSISTENT WITH SECTION 177.085(1), FLORIDA STATUTES.

OWNER:

THORNWOOD ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

CRAIG B. WEBER
AGENT AND AUTHORIZED REPRESENTATIVE

WITNESS
PAUL L NETTINA
PRINTED NAME

WITNESS
Jerry Lowry
PRINTED NAME

ACKNOWLEDGEMENT OF OWNER:

STATE OF FLORIDA)
)SS:
COUNTY OF PASCO)

I HEREBY CERTIFY ON THIS 20 DAY OF May, 2024 BEFORE ME PERSONALLY APPEARED BY MEANS OF PHYSICAL PRESENCE, CRAIG B. WEBER, AS AGENT AND AUTHORIZED REPRESENTATIVE OF THORNWOOD ASSOCIATES, LLC. A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, WHO IS PERSONALLY KNOWN TO ME AS THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND SEAL AT Pasco COUNTY, FLORIDA, THE DAY AND YEAR AFORESAID.

MY COMMISSION EXPIRES: 4/17/27 COMMISSION NUMBER: HH348459

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

JULIE A. CLAYTON
Notary Public - State of Florida
Commission # HH 348459
My Comm. Expires Apr 17, 2027
Bonded through National Notary Assn.

CERTIFICATE OF ACCEPTANCE:
OF THE CHAPEL CROSSINGS
COMMUNITY DEVELOPMENT DISTRICT

THE DEDICATION TO CHAPEL CROSSINGS COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT, CREATED PURSUANT TO CHAPTER 190, FLORIDA STATUTES ACCEPTED AT AN OPEN MEETING OF THE CHAPEL CROSSINGS COMMUNITY DEVELOPMENT DISTRICT BY THEIR BOARD OF SUPERVISORS THIS 20 DAY OF May, 20 24, AND HEREBY CONSENTS TO AND JOINS IN THE RECORDING OF THIS INSTRUMENT AND ACCEPTS THE DEDICATIONS AND MAINTENANCE RESPONSIBILITIES SHOWN HEREON

ATTEST:

PAUL L. NETTINA
CHAIR OF THE BOARD OF SUPERVISORS

BY:
Jerry Lowry
SECRETARY

ACKNOWLEDGEMENT OF COMMUNITY DEVELOPMENT DISTRICT:

STATE OF FLORIDA)
)SS:
COUNTY OF PASCO)

I HEREBY CERTIFY ON THIS 20 DAY OF May, 2024 BEFORE ME PERSONALLY APPEARED PAUL L. NETTINA, BY MEANS OF PHYSICAL PRESENCE, AS CHAIR OF THE BOARD OF SUPERVISORS OF CHAPEL CROSSINGS COMMUNITY DEVELOPMENT DISTRICT, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED Known IDENTIFICATION, WHO HAS IDENTIFIED HIMSELF AS THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF ACCEPTANCE AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED

WITNESS MY HAND AND SEAL AT Pasco COUNTY, FLORIDA, THE DAY AND YEAR AFORESAID.

MY COMMISSION EXPIRES: 4/17/27 COMMISSION NUMBER: HH348459

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

JULIE A. CLAYTON
Notary Public - State of Florida
Commission # HH 348459
My Comm. Expires Apr 17, 2027
Bonded through National Notary Assn.

CERTIFICATE OF TITLE

STATE OF FLORIDA)
)SS:
COUNTY OF PASCO)

I, AILEEN S. DAVIS, ATTORNEY AT LAW OF AKERMAN LLP, AS AUTHORIZED SHAREHOLDER, DO HEREBY CERTIFY THAT THE RECORD TITLE TO THE LAND AS DESCRIBED AND SHOWN ON THIS PLAT IS IN THE NAME OF THE PERSON, PERSONS, CORPORATION, OR ENTITY EXECUTING THE DEDICATION AS SHOWN ON THE PLAT. IN THE EVENT THE PLAT DOES NOT CONTAIN A DEDICATION, I HEREBY CERTIFY THAT THE DEVELOPER OF THE PLATTED SUBDIVISION HAS RECORD TITLE TO THE LAND. I CERTIFY THAT THERE ARE NO LIENS AND/OR ENCUMBRANCES OF RECORD AGAINST SAID PROPERTY, EXCEPT AS SHOWN ON SAID PLAT; ADDITIONALLY, I CERTIFY THAT THERE ARE NO DELINQUENT TAXES, OUTSTANDING TAX CERTIFICATES, OR OMITTED YEAR'S TAXES OUTSTANDING ON THE LAND.

BY:

THIS 21 DAY OF May, 2024

AILEEN S. DAVIS
ATTORNEY AT LAW
AS AN AUTHORIZED SHAREHOLDER
BAR NUMBER: 362212

NOTE:

THE PROPERTY DESCRIBED HEREON IS SUBJECT TO LIENS OF THE CHAPEL CROSSINGS COMMUNITY DEVELOPMENT DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 10245, PAGE 3157, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA

REVIEW OF PLAT BY PROFESSIONAL SURVEYOR AND MAPPER, PASCO COUNTY, FLORIDA

PURSUANT TO SECTION 177.081(1), FLORIDA STATUTES, I HEREBY CERTIFY THAT I, OR A FLORIDA PROFESSIONALLY LICENSED SURVEYOR AND MAPPER DESIGNEE UNDER MY DIRECTION AND SUPERVISION, HAVE PERFORMED A LIMITED REVIEW OF THIS PLAT FOR CONFORMITY TO CHAPTER 177, PART 1, FLORIDA STATUTES AND THAT THIS PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF SAID CHAPTER, HOWEVER MY REVIEW AND CERTIFICATION DOES NOT INCLUDE COMPUTATION OR FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS

SIGNED AND SEALED THIS 23rd DAY OF May, 2024

SIGNATURE

ALEX W. FARNES
PASCO COUNTY SURVEYOR
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5131

CERTIFICATE OF APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, THAT ON THIS 4 DAY OF June, 2024, THE FOREGOING PLAT WAS APPROVED TO BE RECORDED BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS

CERTIFICATE OF THE CLERK OF THE CIRCUIT COURT

I HEREBY CERTIFY, THAT THE FOREGOING PLAT HAS BEEN FILED IN THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA ON THIS 5th DAY OF June, 2024, IN PLAT BOOK 94 PAGES 96 THROUGH 102

NIKKI ALVAREZ-SOWLES, ESQ., PASCO COUNTY CLERK AND COMPTROLLER

SURVEYOR AND MAPPER'S CERTIFICATE

THE UNDERSIGNED, BEING CURRENTLY LICENSED BY THE STATE OF FLORIDA AS A PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, AND SAID PLAT COMPLIES WITH ALL SURVEY REQUIREMENTS OF FLORIDA STATUTES CHAPTER 177, PART 1.

SIGNED AND SEALED THIS 22nd DAY OF May, 2024

JARED T. PATENAUDE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971

FLORIDA DESIGN CONSULTANTS, INC
CERTIFICATE OF AUTHORIZATION, LB 6707
20525 AMBERFIELD DRIVE, SUITE 201
LAND O' LAKES, FLORIDA 34638

FLORIDA DESIGN CONSULTANTS, INC.
THINK IT. ACHIEVE IT.

20525 AMBERFIELD DRIVE, SUITE 201 LAND O LAKES, FLORIDA 34638
PHONE (800) 332 - 1047 FAX (727) 848 - 3448 WWW.FLDESIGN.COM L.B. NO. 6707

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

AUGUST 2023 - 2021-0093 (460)

SHEET 1 OF 6
CHAPEL CROSSINGS PARCEL A

CHAPEL CROSSINGS PARCEL A

A SUBDIVISION OF LAND LYING IN SECTION 9, AND SECTION 10, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PLAT BOOK 94 PAGE 103

NOTE:

1. THE LANDS AS DESCRIBED HEREON AND BEING REFERRED TO AS "CHAPEL CROSSINGS PARCEL A" ARE SUBJECT TO THE COMMUNITY DECLARATION FOR CHAPEL CROSSINGS, AS RECORDED IN OFFICIAL RECORDS BOOK 10919, PAGE 418 AND AMENDMENTS THERETO, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA

2. THE COORDINATE VALUES AND GRID BEARINGS SHOWN HEREON ARE BASED ON THE PASCO COUNTY PRIMARY HORIZONTAL CONTROL NETWORK (NAD 1983-1990 ADJUSTMENT) AND WERE ESTABLISHED TO THIRD-ORDER CLASS I ACCURACY AS DEFINED BY THE STANDARDS AND SPECIFICATIONS FOR GEODETIC CONTROL NETWORKS, AS PUBLISHED BY THE FEDERAL GEODETIC CONTROL COMMITTEE DATED SEPTEMBER 1984 OR LATEST EDITION, MORE PARTICULARLY BEARINGS ARE BASED UPON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY FLORIDA, BEING S89°25'05"W, AS SHOWN ON THE MAP OF SURVEY. CONTROL MONUMENTS UTILIZED ARE: (a) A FOUND 5/8" IRON ROD WITH PUNCH HOLE, INSIDE METAL CASING, LID STAMPED "PID-087 1991", DESIGNATED BY NGS AS "PID OST", PID = AL8077 (NORTHING = 1,442,998.74, EASTING = 496,297.54), (b) A FOUND 3/8" IRON ROD WITH PUNCH HOLE, INSIDE METAL CASING, LID STAMPED "X638-2006", DESIGNATED BY NGS AS "X 638", PID = DJ7518 (NORTHING = 1,450,120.61, EASTING = 494,482.20), AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY WEB SITE (http://www.ngs.noaa.gov)

3. ALL SIDE LOT LINES LABELED (NR) ARE NON-RADIAL TO THE FRONT AND/OR REAR LOT LINE, ALL OTHER LINES INTERSECTING LOT LINES ARE CONSIDERED RADIAL UNLESS NOTED (NR)

4. ALL WETLAND JURISDICTIONAL LINES SHOWN ON MAP OF PLAT ARE THE MOST LANDWARD EXTENT OF EITHER ARMY CORPS OF ENGINEERS OR SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT JURISDICTIONAL LINES

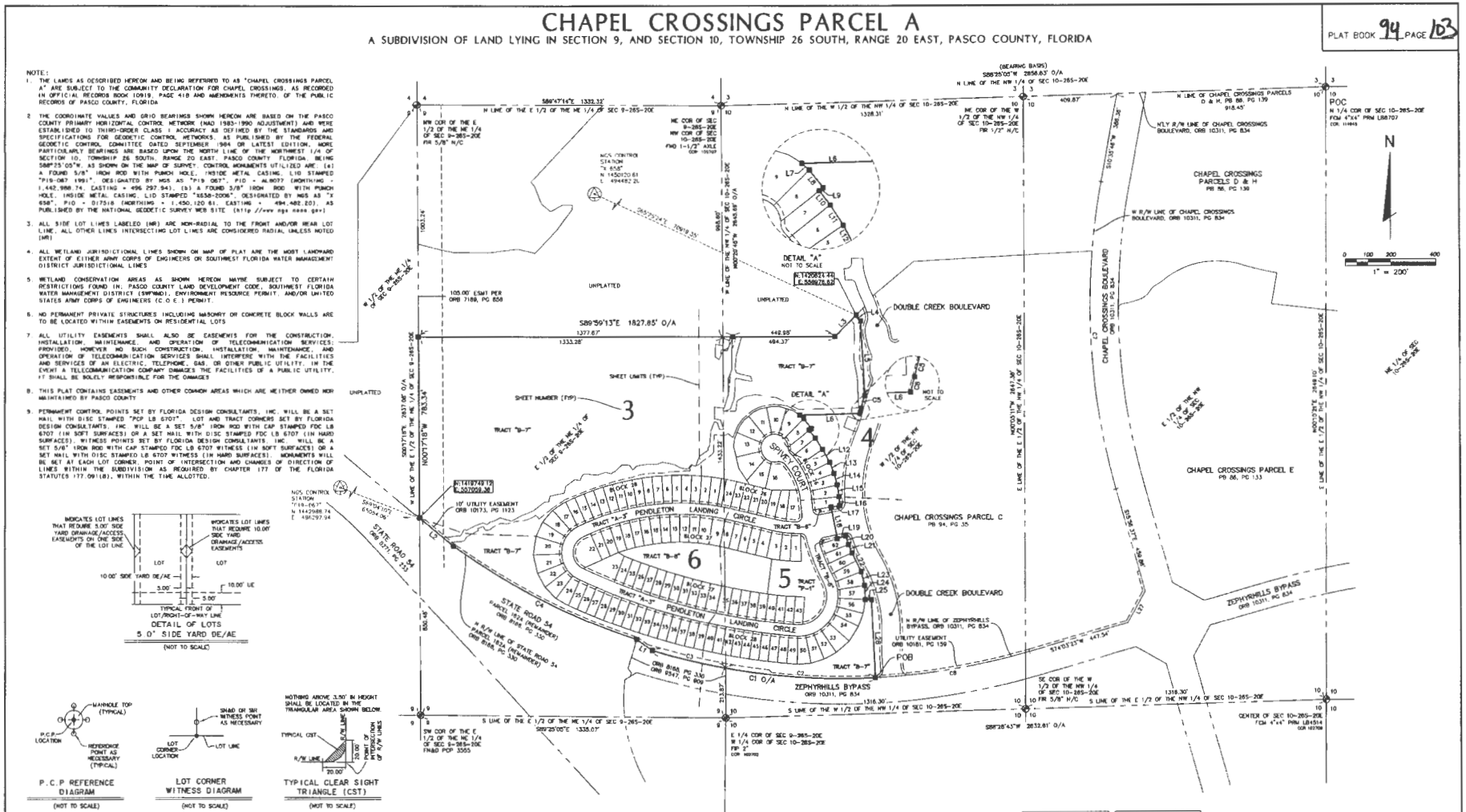
5. WETLAND CONSERVATION AREAS AS SHOWN HEREON MAYBE SUBJECT TO CERTAIN RESTRICTIONS FOUND IN: PASCO COUNTY LAND DEVELOPMENT CODE, SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD), ENVIRONMENT RESOURCE PERMIT, AND/OR UNITED STATES ARMY CORPS OF ENGINEERS (C.O.E.) PERMIT.

6. NO PERMANENT PRIVATE STRUCTURES INCLUDING MASONRY OR CONCRETE BLOCK WALLS ARE TO BE LOCATED WITHIN EASEMENTS ON RESIDENTIAL LOTS

7. ALL UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF TELECOMMUNICATION SERVICES PROVIDED, HOWEVER NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF TELECOMMUNICATION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A TELECOMMUNICATION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES

8. THIS PLAT CONTAINS EASEMENTS AND OTHER COMMON AREAS WHICH ARE NEITHER OWNED NOR MAINTAINED BY PASCO COUNTY

9. PERMANENT CONTROL POINTS SET BY FLORIDA DESIGN CONSULTANTS, INC. WILL BE A SET NAIL WITH DISC STAMPED "PCP LB 6707" LOT AND TRACT CORNERS SET BY FLORIDA DESIGN CONSULTANTS, INC. WILL BE A SET 5/8" IRON ROD WITH CAP STAMPED FDC LB 6707 (IN SOFT SURFACES) OR A SET NAIL WITH DISC STAMPED FDC LB 6707 (IN HARD SURFACES). WITNESS POINTS SET BY FLORIDA DESIGN CONSULTANTS, INC. WILL BE A SET 5/8" IRON ROD WITH CAP STAMPED FDC LB 6707 WITNESS (IN SOFT SURFACES) OR A SET NAIL WITH DISC STAMPED LB 6707 WITNESS (IN HARD SURFACES). MONUMENTS WILL BE SET AT EACH LOT CORNER, POINT OF INTERSECTION AND CHANGES OF DIRECTION OF LINES WITHIN THE SUBDIVISION AS REQUIRED BY CHAPTER 177 OF THE FLORIDA STATUTES (177.091(8)), WITHIN THE TIME ALLOTTED.



DETAIL OF LOTS
5.0' SIDE YARD DE/AE
(NOT TO SCALE)

P.C.P REFERENCE DIAGRAM
(NOT TO SCALE)

LOT CORNER WITNESS DIAGRAM
(NOT TO SCALE)

TYPICAL CLEAR SIGHT TRIANGLE (CST)
(NOT TO SCALE)

TRACT DESIGNATION TABLE	
TRACT	DESIGNATION
"A-3"	RIGHT-OF-WAY (ODD); UTILITY EASEMENT (PUBLIC)
"B-5"	ACCESS, DRAINAGE, AND UTILITY EASEMENT, LANDSCAPE
"B-6"	ACCESS, DRAINAGE, AND UTILITY EASEMENT, LANDSCAPE BUFFER
"B-7"	ACCESS, DRAINAGE, AND UTILITY EASEMENT, LANDSCAPE BUFFER, WETLAND CONSERVATION AREA, WETLAND BUFFER AREA
"B-8"	ACCESS AND DRAINAGE EASEMENT
"P-1"	ACCESS, DRAINAGE, UTILITY EASEMENT, LANDSCAPE BUFFER, NEIGHBORHOOD PARK

LEGEND

AE	= ACCESS EASEMENT	H/F	= HOT FOUND	STLY	= SOUTHERLY
BRG	= BEARING	NGS	= NATIONAL GEODETIC SURVEY	SW&D	= SET MAG NAIL AND DISK "LB 6707" UNLESS OTHERWISE NOTED
(C)	= CALCULATED	(NR)	= NON-RADIAL	SWFWMD	= SOUTHWEST FLORIDA MANAGEMENT DISTRICT
CCR	= CERTIFIED CORNER RECORD	NTLY	= NORTHERLY	TYP	= TYPICAL
CDD	= COMMUNITY DEVELOPMENT DISTRICT	NOT TO SCALE		UE	= UTILITY EASEMENT
COR	= CORNER	NWLY	= NORTHWESTERLY	WBA	= WETLAND BUFFER AREA
CST	= CLEAR SIGHT TRIANGLE EASEMENT	O/A	= OVERALL	WE	= WALL EASEMENT
DE	= DRAINAGE EASEMENT	ORB	= OFFICIAL RECORDS BOOK	WLY	= WESTERLY
ELY	= EASTERLY	PAE	= PEDESTRIAN ACCESS EASEMENT	WCA	= WETLAND CONSERVATION AREA
ESMT	= EASEMENT	PB	= PLAT BOOK	WMCA	= WETLAND MITIGATION CONSERVATION AREA
FOM	= FOUND 4"x4" CONCRETE MONUMENT "PRM LB 6707" UNLESS OTHERWISE NOTED	PID	= PERMANENT IDENTIFICATION NUMBER	⊡	= FOUND 4"x4" CONCRETE MONUMENT "PRM LB6707" (UNLESS OTHERWISE NOTED)
		POB	= POINT OF BEGINNING		
FDC	= FLORIDA DESIGN CONSULTANTS	POC	= POINT OF COMMENCEMENT		
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION	PLS	= PROFESSIONAL LAND SURVEYOR		
FE	= FENCE EASEMENT	PCP	= PERMANENT CONTROL POINT (OR P.C.P.)		
FIP	= FOUND IRON PIPE	PG(S)	= PAGE(S)	●	= PERMANENT CONTROL POINT (PCP), MONUMENT AS REQUIRED BY STATE STATUTE 177.091(8)(UNLESS OTHERWISE NOTED)
FIR	= FOUND IRON ROD	PRM	= PERMANENT REFERENCE MONUMENT		
FND	= FOUND	P/T	= POINT		
FN&D	= FOUND NAIL & DISK "LB 6707" (UNLESS OTHERWISE NOTED)	R/W	= RIGHT-OF-WAY		
		SCM	= SET 4"x4" CONCRETE MONUMENT "PRM LB 6707" UNLESS OTHERWISE NOTED	⊕	= SECTION CORNER
LB	= LICENSED BUSINESS	(W)	= LB 6707 WIT COR" (UNLESS OTHERWISE NOTED)	■	= SET 4"x4" CONCRETE MONUMENT "PRM LB6707" (UNLESS OTHERWISE NOTED)
LBA	= LANDSCAPE BUFFER AREA	SEC	= SECTION		
LE	= LANDSCAPE EASEMENT	SIR	= SET 5/8" IRON ROD AND CAP "LB 6707"	⊗	= NGS CONTROL POINT
N/C	= NO CAP				

LINE TABLE		
LINE	BEARING	LENGTH
L1	N54°28'04"W	83.07'
L2	N50°32'57"W	192.20'
L3	N45°21'14"E	131.48'
L4	S38°14'38"E	31.63'
L5	S03°08'07"E	322.81'
L6	S88°30'33"W	266.52'
L7	S49°48'43"E	23.56'
L8	S38°18'19"E	54.00'
L9	S51°41'41"W	11.98'
L10	S38°18'19"E	42.83'
L11	S32°48'58"E	58.07'
L12	S38°54'28"E	84.98'
L13	S22°16'10"E	54.82'
L14	S15°37'52"E	54.63'

LINE TABLE		
LINE	BEARING	LENGTH
L15	S08°58'34"E	51.29'
L16	S05°51'29"E	39.29'
L17	S81°31'21"W	38.23'
L18	S11°23'48"E	140.07'
L19	N72°41'45"E	38.20'
L20	S18°59'21"E	39.12'
L21	S22°21'38"E	39.12'
L22	S28°38'38"E	91.83'
L23	S14°04'58"E	80.63'
L24	S02°42'45"E	80.59'
L25	S86°50'58"E	27.18'
L26	S02°43'00"E	337.81'
L27	S28°03'23"W	156.98'

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA	RADIAL BEARING
C1	2965.00'	963.82'	959.15'	N83°07'42"W	018°37'17"	---
C2	2965.00'	883.17'	681.79'	N88°19'23"W	012°48'54"	---
C3	2965.00'	330.66'	330.48'	N78°43'14"W	006°23'23"	---
C4	2930.00'	899.93'	896.44'	N83°13'23"W	017°32'40"	N65°00'17"E
C5	850.00'	58.18'	58.14'	S15°32'00"W	005°07'35"	S71°54'13"E
C8	550.00'	22.55'	22.54'	S14°08'40"W	002°20'55"	---
C7	2899.00'	1342.83'	1330.88'	S02°40'26"E	026°32'23"	---
C8	2985.00'	883.78'	882.25'	S80°39'46"W	013°12'47"	---

FLORIDA DESIGN CONSULTANTS, INC.
— THINK IT. ACHIEVE IT. —

28533 AMBERFIELD DRIVE, SUITE 251 LAND O LAKES, FLORIDA 34638
PHONE: (800) 532 - 1047 FAX: (727) 845 - 3848 WWW.FLDESIGN.COM L.B. NO. 6707

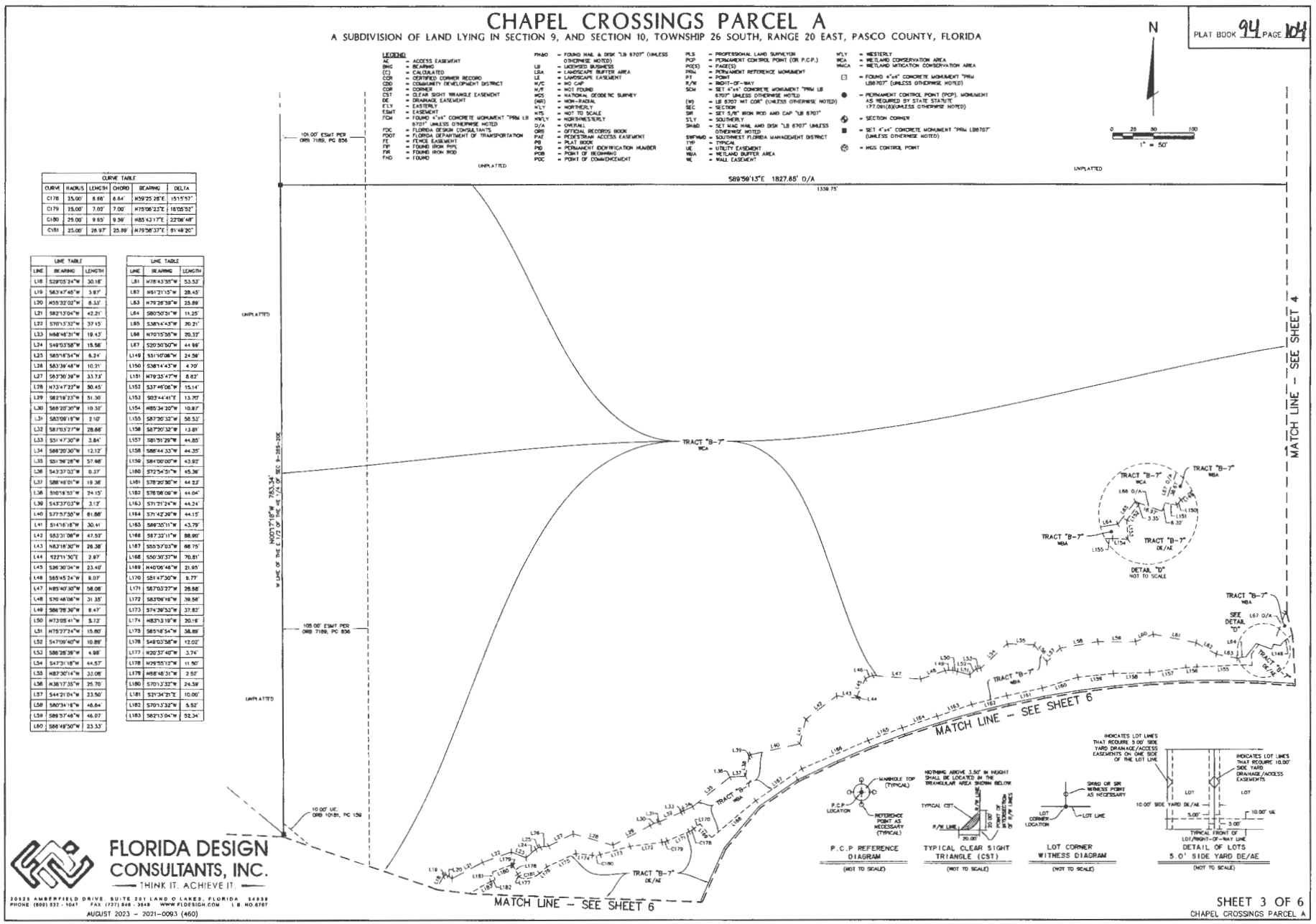
AUGUST 2023 – 2021-0093 (460)

SHEET 2 OF 6
CHAPEL CROSSINGS PARCEL A

CHAPEL CROSSINGS PARCEL A

A SUBDIVISION OF LAND LYING IN SECTION 9, AND SECTION 10, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PLAT BOOK 94 PAGE 104



CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C178	25.00'	6.68'	6.64'	N59°25'28"E	15°15'57"
C179	25.00'	7.03'	7.00'	N75°08'23"E	16°05'52"
C180	25.00'	9.85'	9.56'	N85°43'17"E	22°08'48"
C181	25.00'	28.97'	25.89'	N79°58'37"E	51°48'20"

LINE TABLE		
LINE	BEARING	LENGTH
L18	S29°05'24"W	30.18'
L19	S83°47'45"W	3.93'
L20	N55°32'02"W	8.33'
L21	S82°13'04"W	42.21'
L22	S70°13'32"W	37.15'
L23	N88°48'31"W	19.43'
L24	S49°03'58"W	15.58'
L25	S85°18'54"W	6.24'
L26	S83°39'48"W	10.21'
L27	S83°30'39"W	33.73'
L28	N73°47'22"W	30.45'
L29	S82°19'23"W	51.30'
L30	S66°20'39"W	10.32'
L31	S83°09'18"W	2.10'
L32	S87°03'27"W	28.66'
L33	S51°47'30"W	3.84'
L34	S66°20'30"W	12.12'
L35	S51°39'28"W	57.98'
L36	S43°37'03"W	0.37'
L37	S86°45'01"W	19.38'
L38	S10°19'53"W	24.15'
L39	S43°37'03"W	3.12'
L40	S77°57'55"W	61.88'
L41	S14°16'15"W	30.41'
L42	S83°31'08"W	47.52'
L43	N83°18'30"W	26.38'
L44	S22°11'30"E	2.97'
L45	S26°30'04"W	23.40'
L46	S85°45'24"W	9.07'
L47	N85°40'30"W	58.08'
L48	S70°48'08"W	31.35'
L49	S86°28'36"W	9.47'
L50	N73°05'41"W	5.73'
L51	N75°27'24"W	15.80'
L52	S47°09'40"W	10.89'
L53	S86°28'36"W	6.98'
L54	S47°31'18"W	44.57'
L55	N87°30'14"W	33.08'
L56	N36°17'35"W	25.70'
L57	S44°21'04"W	23.50'
L58	S90°34'18"W	46.84'
L59	S89°57'46"W	46.07'
L60	S88°49'50"W	23.33'

LINE TABLE		
LINE	BEARING	LENGTH
L81	N78°43'55"W	53.53'
L82	N61°21'15"W	28.45'
L83	N79°28'59"W	25.89'
L84	S80°50'31"W	11.25'
L85	S38°14'43"W	20.21'
L86	N70°15'56"W	20.33'
L87	S20°30'50"W	44.98'
L149	S51°10'08"W	24.58'
L150	S38°14'43"W	4.70'
L151	N79°35'47"W	8.62'
L152	S37°46'08"W	15.14'
L153	S05°44'41"E	13.70'
L154	N85°34'20"W	10.87'
L155	S87°20'32"W	58.53'
L156	S87°20'32"W	13.81'
L157	S81°51'29"W	44.85'
L158	S88°44'33"W	44.35'
L159	S84°00'00"W	43.92'
L160	S72°54'51"W	45.36'
L161	S78°20'50"W	44.23'
L162	S76°08'06"W	44.04'
L163	S71°21'24"W	44.24'
L164	S71°42'39"W	44.15'
L165	S69°35'11"W	43.79'
L166	S87°32'11"W	88.90'
L167	S05°57'03"W	66.75'
L168	S50°30'37"W	70.81'
L169	N40°06'48"W	21.95'
L170	S51°47'30"W	9.77'
L171	S87°03'27"W	28.66'
L172	S83°09'18"W	39.56'
L173	S74°39'53"W	37.82'
L174	N83°31'19"W	20.18'
L175	S85°18'54"W	38.89'
L176	S49°03'58"W	12.02'
L177	N20°37'40"W	3.74'
L178	N29°55'12"W	11.50'
L179	N68°48'31"W	2.52'
L180	S70°13'32"W	24.59'
L181	S21°34'21"E	10.00'
L182	S70°13'32"W	5.52'
L183	S82°13'04"W	52.34'

FLORIDA DESIGN CONSULTANTS, INC.
THINK IT. ACHIEVE IT.
20525 AMBERFIELD DRIVE, SUITE 201 LAND O LAKES, FLORIDA 34638
PHONE: (800) 532 - 1047 FAX: (727) 848 - 3648 WWW.FLDESIGN.COM L.B. NO.6707

AUGUST 2023 – 2021-0093 (460)

SHEET 3 OF 6
CHAPEL CROSSINGS PARCEL A

CHAPEL CROSSINGS PARCEL A

A SUBDIVISION OF LAND LYING IN SECTION 9, AND SECTION 10, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PLAT BOOK 94 PAGE 105

LINE TABLE		
LINE	BEARING	LENGTH
L2	S08°09'48"W	34.63'
L3	S32°18'18"W	35.28
L4	S38°26'47"W	33.72'
L5	S50°35'17"W	55.26'
L6	S64°43'46"W	33.72'
L7	S78°52'16"W	55.26'
L8	N86°59'15"W	33.73'
L9	N72°50'45"W	55.26'
L10	N58°42'15"W	33.03'
L11	N48°46'43"W	5.05'
L68	S51°10'08"W	2.32'
L69	S58°17'38"W	44.70'
L70	S02°23'38"W	12.42'
L71	S48°17'30"W	9.54'
L72	S04°47'12"W	85.00'
L73	S22°15'38"W	42.17'
L74	S00°27'38"W	0.34'
L75	N73°07'51"W	13.48'
L76	N18°21'43"W	29.88'
L77	N88°07'29"W	18.89'
L78	S18°14'08"E	45.34'
L79	N51°50'34"E	0.53'
L80	S85°08'45"E	29.52'
L81	S00°27'38"W	52.08'
L82	N84°25'56"W	42.80'
L83	S18°58'56"W	83.51'
L84	S01°24'37"E	88.07'
L85	S22°52'18"W	41.04'
L86	S00°12'21"E	71.42'
L87	S04°01'48"W	84.73'
L88	N23°48'54"E	56.83'
L89	S89°31'18"E	18.44'
L90	N25°45'20"E	42.65'
L91	S54°45'48"E	21.00'
L92	S03°07'35"W	53.16'
L93	N81°45'42"W	32.78'
L94	S00°40'12"E	7.37'
L95	S88°13'44"W	3.04'
L96	S03°19'42"W	28.02'
L97	S25°38'38"W	2.88'
L98	S00°21'49"E	84.73'
L99	N04°55'58"E	84.14'
L100	N76°20'10"W	1.01'
L101	N03°38'12"E	14.48'
L102	S25°38'38"W	9.78'
L103	S03°19'42"W	23.09'
L104	S88°13'44"W	12.38'

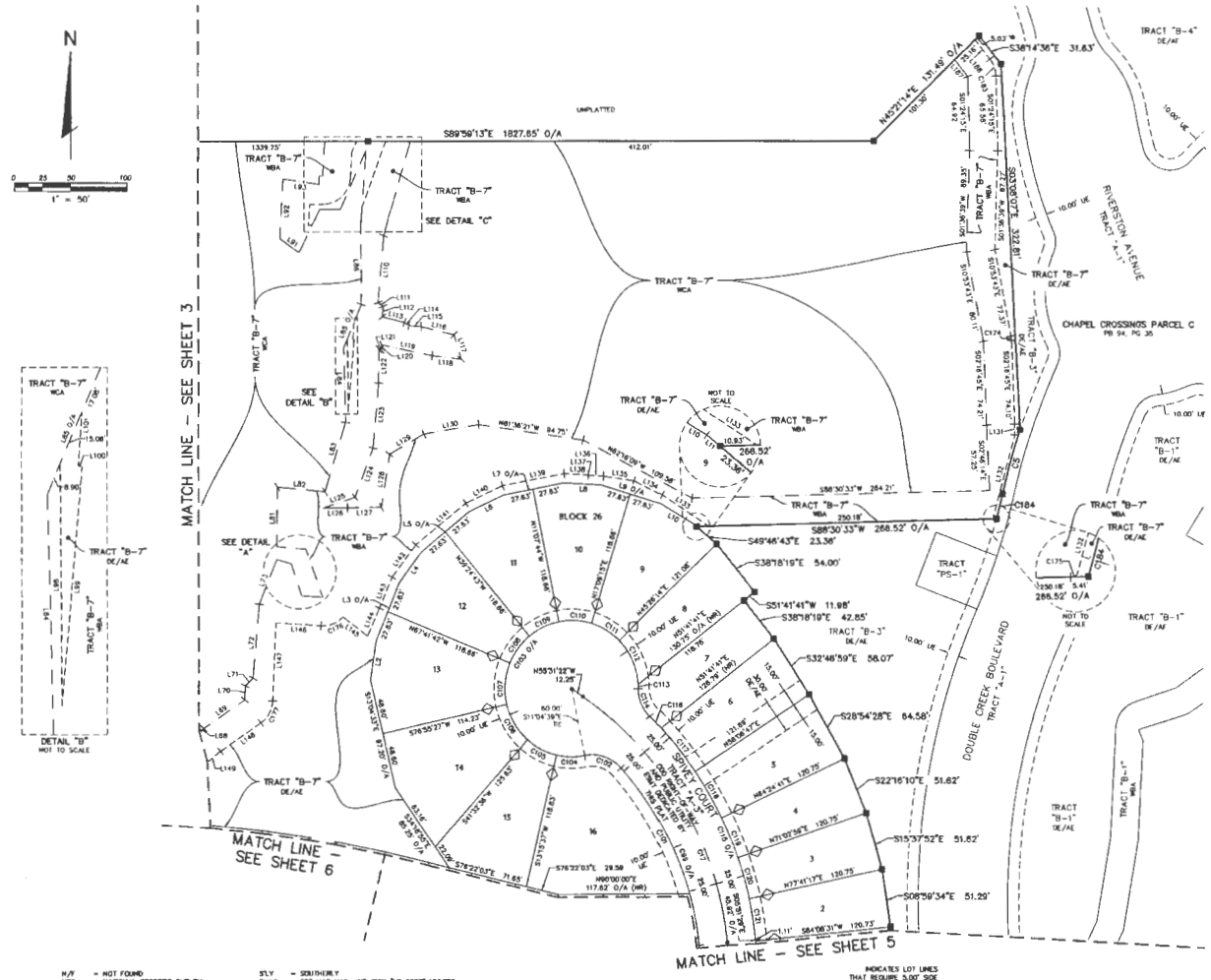
LINE TABLE		
LINE	BEARING	LENGTH
L105	S03°07'35"W	18.88'
L106	N26°15'56"E	0.55'
L107	N19°54'06"E	7.92'
L108	N03°38'12"E	2.44'
L109	N16°05'18"E	14.71'
L110	N05°00'49"E	59.44'
L111	N54°10'40"W	5.48'
L112	N03°38'12"E	9.14'
L113	N76°20'10"W	20.50'
L114	N54°10'40"W	6.71'
L115	N85°34'30"W	11.08'
L116	N76°20'10"W	30.45'
L117	N15°55'58"W	22.44'
L118	S82°56'58"E	28.21'
L119	S78°01'37"E	48.13'
L120	N04°55'58"E	3.86'
L121	S82°56'58"E	2.40'
L122	N00°21'49"E	30.08'
L123	N04°55'58"E	52.74'
L124	N20°38'33"E	45.90'
L125	N71°45'37"E	30.00'
L126	S89°18'30"W	21.82'
L127	S89°07'21"W	30.35'
L128	S06°18'18"W	46.86'
L129	S60°05'46"W	33.55'
L130	S80°21'22"W	40.81'
L131	S02°46'14"E	9.50'
L132	S15°07'25"W	78.39'
L133	N56°12'13"W	48.29'
L134	N63°38'27"W	27.79'
L135	N81°15'48"W	27.79'
L136	N86°12'07"W	13.82'
L137	N82°16'08"W	0.32'
L138	N88°35'08"W	21.46'
L139	S78°24'10"W	56.37'
L140	S85°06'18"W	36.58'
L141	S50°56'36"W	57.82'
L142	S36°50'09"W	35.88'
L143	S23°04'18"W	29.58'
L144	S23°25'50"W	26.54'
L145	N52°31'46"W	27.58'
L146	N86°07'29"W	40.25'
L147	S02°23'56"W	58.66'
L148	S85°17'38"W	43.80'
L149	S51°10'08"W	24.59'
L487	S38°14'38"E	18.80'
L488	S38°14'36"E	21.80'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C5	850.00'	56.18'	56.14'	S15°32'06"W	3°47'35"
C17	300.00'	280.04'	251.98'	N30°41'28"W	49°39'33"
C89	275.00'	174.13'	171.22'	N23°56'48"W	36°16'33"
C101	275.00'	128.14'	126.98'	N28°47'11"W	26°41'50"
C102	35.00'	36.01'	34.44'	N71°36'22"W	58°56'32"
C103	60.00'	294.25'	76.34'	S36°24'55"W	280°56'07"
C104	80.00'	25.48'	25.30'	S88°54'31"E	24°26'15"
C105	80.00'	29.62'	29.32'	S82°35'54"E	28°16'59"
C106	80.00'	37.05'	36.46'	S30°45'59"E	35°32'51"
C107	80.00'	37.05'	36.46'	S04°38'52"W	35°32'51"
C108	80.00'	29.62'	29.32'	S36°28'47"W	28°16'59"
C109	80.00'	29.62'	29.32'	S64°43'46"W	28°16'59"
C110	60.00'	29.82'	29.32'	N88°39'15"W	28°16'59"
C111	60.00'	29.82'	29.32'	N58°42'16"W	28°16'59"
C112	60.00'	43.03'	42.11'	N24°01'11"W	41°05'10"
C113	60.00'	3.54'	3.54'	N01°47'04"W	3°23'05"
C114	35.00'	27.41'	28.72'	S22°31'38"E	44°52'16"
C115	325.00'	221.82'	217.54'	N25°24'38"W	39°08'18"
C116	325.00'	14.36'	14.36'	N42°41'31"W	2°31'51"
C117	325.00'	48.47'	48.43'	N38°08'34"W	8°32'43"
C118	325.00'	47.07'	47.03'	N29°44'18"W	8°17'54"
C119	325.00'	37.65'	37.63'	N22°16'10"W	6°38'16"
C120	325.00'	37.85'	37.83'	N15°37'52"W	6°38'16"
C121	325.00'	38.81'	38.59'	N09°05'08"W	6°51'14"
C172	25.00'	37.04'	33.75'	N45°48'43"E	84°54'02"
C173	25.00'	3.82'	3.82'	S72°44'00"W	8°17'48"
C174	25.00'	3.76'	3.76'	N08°35'14"W	8°38'58"
C175	25.00'	2.13'	2.13'	N86°04'37"E	4°51'13"
C176	25.00'	21.81'	21.13'	N68°53'53"E	49°58'18"
C177	25.00'	23.06'	22.27'	N28°50'47"E	52°53'42"
C183	25.00'	18.07'	15.80'	N19°49'25"W	36°50'21"
C184	550.00'	22.55'	22.54'	S14°08'40"W	2°20'55"

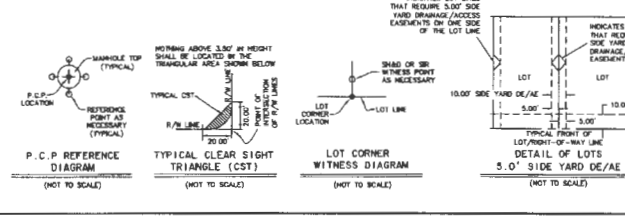
N

0 25 50 100

1" = 50'



LEGEND					
AE	= ACCESS EASEMENT	N/F	= NOT FOUND	SLY	= SOUTHERLY
BRG	= BEARING	NGS	= NATIONAL GEODETIC SURVEY	SNAIL	= SET NAIL AND DISK "LB 8707" UNLESS OTHERWISE NOTED
(C)	= CALCULATED	(NR)	= NON-RADIAL	SWFWMD	= SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
CCR	= CERTIFIED CORNER RECORD	NLY	= NORTHERLY	TYP	= TYPICAL
CDD	= COMMUNITY DEVELOPMENT DISTRICT	NTS	= NOT TO SCALE	UE	= UTILITY EASEMENT
COR	= CORNER	NWLY	= NORTHWESTERLY	WBA	= WETLAND BUFFER AREA
CST	= CLEAR SIGHT TRIANGLE EASEMENT	O/A	= OVERALL	WE	= WALL EASEMENT
DE	= DRAINAGE EASEMENT	ORB	= OFFICIAL RECORDS BOOK	WLY	= WESTERLY
ELY	= EASTERLY	PAE	= PEDESTRIAN ACCESS EASEMENT	WCA	= WETLAND CONSERVATION AREA
(SNAT)	= EASEMENT	PB	= PLAT BOOK	WMCA	= WETLAND MITIGATION CONSERVATION AREA
FCM	= FOUND 4"x4" CONCRETE MONUMENT "PRM LB 8707" UNLESS OTHERWISE NOTED	PID	= PERMANENT IDENTIFICATION NUMBER	□	= FOUND 4"x4" CONCRETE MONUMENT "PRM LB8707" (UNLESS OTHERWISE NOTED)
FDC	= FLORIDA DESIGN CONSULTANTS	POB	= POINT OF BEGINNING		
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION	POC	= POINT OF COMMENCEMENT		
FL	= FENCE EASEMENT	PLS	= PROFESSIONAL LAND SURVEYOR		
FIP	= FOUND IRON PIPE	PCP	= PERMANENT CONTROL POINT (OR P.C.P.)		
FIR	= FOUND IRON ROD	PG(S)	= PAGE(S)	●	= PERMANENT CONTROL POINT (PCP) MONUMENT AS REQUIRED BY STATE STATUTE 177.091(9)(UNLESS OTHERWISE NOTED)
FND	= FOUND	PRM	= PERMANENT REFERENCE MONUMENT		
FN&D	= FOUND NAIL & DISK "LB 8707" (UNLESS OTHERWISE NOTED)	PT	= POINT	⊕	= SECTION CORNER
		R/W	= RIGHT-OF-WAY		
		SCM	= SET 4"x4" CONCRETE MONUMENT "PRM LB 8707" UNLESS OTHERWISE NOTED	■	= SET 4"x4" CONCRETE MONUMENT "PRM LB8707" (UNLESS OTHERWISE NOTED)
LB	= LICENSED BUSINESS	(M)	= LB 8707 MT CON" (UNLESS OTHERWISE NOTED)		
LBA	= LANDSCAPE BUFFER AREA			⊕	= NGS CONTROL POINT
LE	= LANDSCAPE EASEMENT	SEC	= SECTION		
N/C	= NO CAP	SIR	= SET 5/8" IRON ROD AND CAP "LB 8707"		



FLORIDA DESIGN CONSULTANTS, INC.

THINK IT. ACHIEVE IT.

28326 AMBERFIELD DRIVE, SUITE 201 LAND O LAKES, FLORIDA 34638
PHONE (800) 532 - 1047 FAX: (727) 848 - 3648 WWW.FLDESIGN.COM LB NO 8707

AUGUST 2023 - 2021-0093 (480)

SHEET 4 OF 6

CHAPEL CROSSINGS PARCEL A

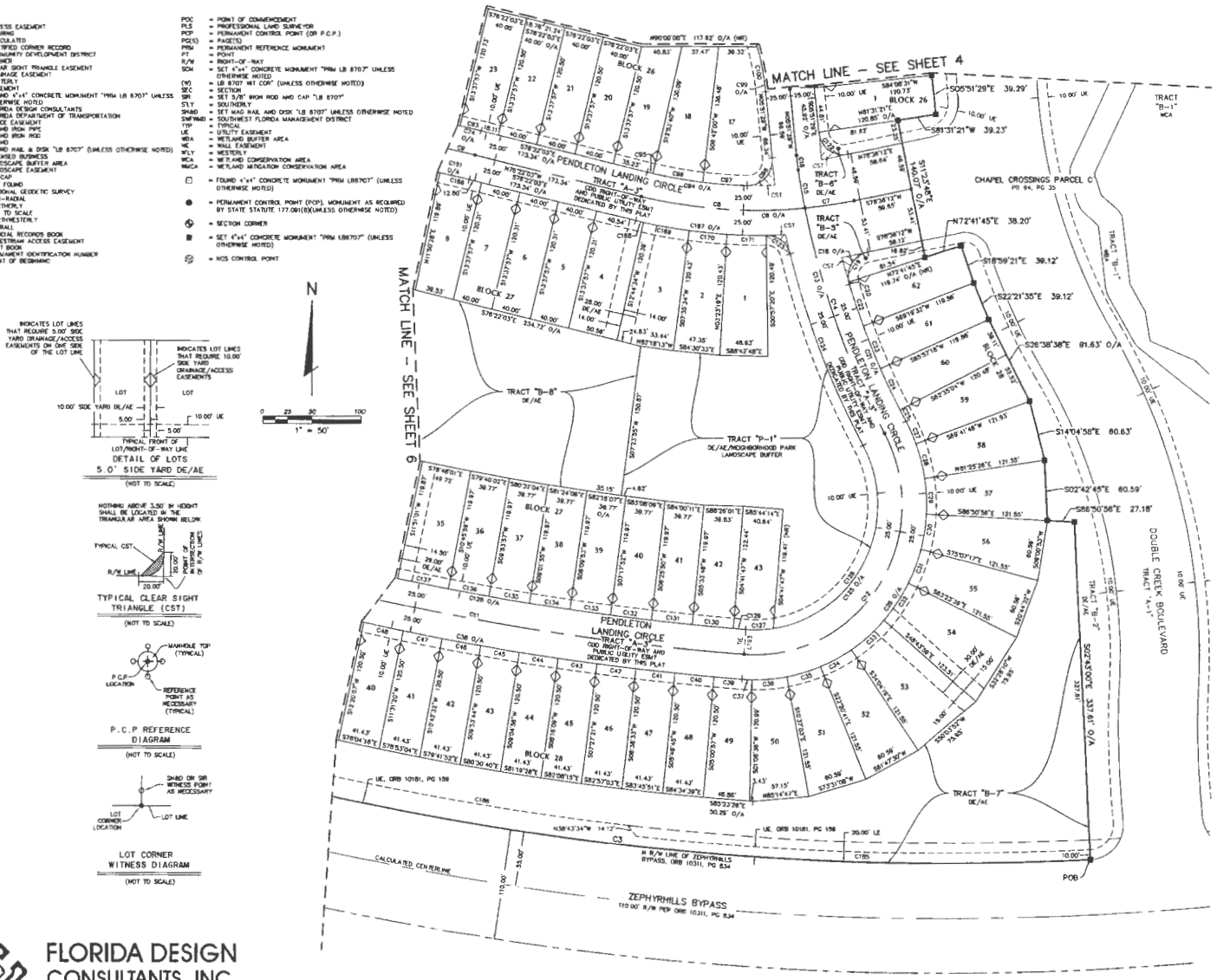
CHAPEL CROSSINGS PARCEL A

A SUBDIVISION OF LAND LYING IN SECTION 9, AND SECTION 10, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PLAT BOOK 94 PAGE 106

LEGEND

AE	= ACCESS EASEMENT	POC	= POINT OF COMMENCEMENT
BRG	= BEARING	PLS	= PROFESSIONAL LAND SURVEYOR
(C)	= CALCULATED	PCP	= PERMANENT CONTROL POINT (OR P.C.P.)
COR	= CERTIFIED CORNER RECORD	PG(S)	= PAGE(S)
CDD	= COMMUNITY DEVELOPMENT DISTRICT	PRM	= PERMANENT REFERENCE MONUMENT
COR	= CORNER	PT	= POINT
CST	= CLEAR SIGHT TRIANGLE EASEMENT	R/W	= RIGHT-OF-WAY
DE	= DRAINAGE EASEMENT	SCM	= SET 4"x4" CONCRETE MONUMENT "PRM LB 8707" UNLESS OTHERWISE NOTED
ELY	= EASTERLY	(W)	= LB 8707 WIT COR" (UNLESS OTHERWISE NOTED)
ESMT	= EASEMENT	SEC	= SECTION
FCM	= FOUND 4"x4" CONCRETE MONUMENT "PRM LB 8707" UNLESS OTHERWISE NOTED	SIR	= SET 5/8" IRON ROD AND CAP "LB 8707"
FDC	= FLORIDA DESIGN CONSULTANTS	STLY	= SOUTHERLY
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION	SNAIL	= SET MAG NAIL AND DISK "LB 8707" UNLESS OTHERWISE NOTED
FE	= FENCE EASEMENT	SWFWMD	= SOUTHWEST FLORIDA MANAGEMENT DISTRICT
FIP	= FOUND IRON PIPE	TYP	= TYPICAL
FIR	= FOUND IRON ROD	UE	= UTILITY EASEMENT
FND	= FOUND	WBA	= WETLAND BUFFER AREA
FN&D	= FOUND NAIL & DISK "LB 8707" (UNLESS OTHERWISE NOTED)	WE	= WALL EASEMENT
LB	= LICENSED BUSINESS	WLY	= WESTERLY
LBA	= LANDSCAPE BUFFER AREA	WCA	= WETLAND CONSERVATION AREA
LE	= LANDSCAPE EASEMENT	WMCA	= WETLAND MITIGATION CONSERVATION AREA
N/C	= NO CAP	□	= FOUND 4"x4" CONCRETE MONUMENT "PRM LB8707" (UNLESS OTHERWISE NOTED)
N/F	= NOT FOUND	●	= PERMANENT CONTROL POINT (PCP), MONUMENT AS REQUIRED BY STATE STATUTE 177.091(8)(UNLESS OTHERWISE NOTED)
NGS	= NATIONAL GEODETIC SURVEY	⊕	= SECTION CORNER
(NR)	= NON-RADIAL	■	= SET 4"x4" CONCRETE MONUMENT "PRM LB8707" (UNLESS OTHERWISE NOTED)
N'LY	= NORTHERLY	⊛	= NGS CONTROL POINT
NTS	= NOT TO SCALE		
NW'LY	= NORTHWESTERLY		
O/A	= OVERALL		
ORB	= OFFICIAL RECORDS BOOK		
PAE	= PEDESTRIAN ACCESS EASEMENT		
PB	= PLAT BOOK		
PID	= PERMANENT IDENTIFICATION NUMBER		
POB	= POINT OF BEGINNING		



DETAIL OF LOTS
5.0' SIDE YARD DE/AE

(NOT TO SCALE)

TYPICAL CLEAR SIGHT TRIANGLE (CST)

(NOT TO SCALE)

P.C.P REFERENCE DIAGRAM

(NOT TO SCALE)

LOT CORNER WITNESS DIAGRAM

(NOT TO SCALE)

N

0 25 50 100

1" = 50'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C3	2965.00'	993.82'	989.18'	S83°07'42"E	19°12'17"
C8	500.00'	218.42'	216.68'	S88°52'56"E	25°01'45"
C7	500.00'	50.84'	50.82'	N81°30'38"E	5°49'33"
C8	500.00'	167.58'	166.80'	S85°58'09"E	19°12'12"
C9	1000.00'	690.67'	677.02'	S83°50'47"W	39°34'20"
C11	2773.00'	980.08'	974.86'	S75°28'32"E	20°15'01"
C12	150.00'	321.46'	263.36'	N33°02'19"E	122°47'18"
C13	810.00'	278.03'	277.86'	S18°29'12"E	19°44'18"
C14	810.00'	240.17'	239.29'	S19°51'40"E	16°59'19"
C15	810.00'	38.86'	38.86'	S09°59'32"E	2°44'56"
C16	300.00'	14.45'	14.45'	S07°14'17"E	2°45'35"
C18	25.00'	41.93'	37.18'	S30°33'38"W	96°05'08"
C19	25.00'	39.48'	35.50'	S33°21'48"W	90°28'49"
C20	25.00'	2.45'	2.44'	S14°40'47"E	5°36'20"
C21	783.00'	148.97'	148.75'	S22°55'08"E	10°53'23"
C22	785.00'	43.74'	43.73'	S19°04'42"E	3°11'33"
C23	785.00'	46.18'	46.17'	S22°21'35"E	3°22'14"
C24	785.00'	46.18'	46.17'	S25°43'49"E	3°22'14"
C25	783.00'	12.86'	12.86'	S27°53'08"E	0°56'24"
C26	175.00'	375.04'	307.28'	N33°02'19"E	122°47'18"
C27	175.00'	24.69'	24.57'	N24°19'48"W	8°03'07"
C28	175.00'	35.82'	35.76'	N14°28'23"W	11°43'38"
C29	175.00'	35.82'	35.76'	N02°42'45"W	11°43'38"
C30	175.00'	35.82'	35.76'	N09°00'53"E	11°43'38"
C31	175.00'	35.82'	35.76'	N20°44'32"E	11°43'38"
C32	175.00'	44.78'	44.68'	N33°56'11"E	14°39'40"
C33	175.00'	44.78'	44.66'	N48°35'51"E	14°39'40"
C34	175.00'	35.82'	35.76'	N61°47'30"E	11°43'38"
C35	175.00'	35.82'	35.76'	N73°31'08"E	11°43'38"
C36	175.00'	35.82'	35.76'	N85°14'47"E	11°43'38"
C37	175.00'	10.15'	10.15'	S87°13'43"E	3°19'22"
C38	2798.00'	968.81'	963.77'	S75°28'32"E	20°15'01"
C39	2798.00'	28.48'	28.48'	S85°16'32"E	0°35'00"
C40	2798.00'	39.72'	39.72'	S84°34'39"E	0°48'48"
C41	2798.00'	39.72'	39.72'	S83°45'51"E	0°48'48"
C42	2798.00'	39.72'	39.72'	S82°57'03"E	0°48'48"
C43	2798.00'	39.72'	39.72'	S82°08'15"E	0°48'48"
C44	2798.00'	39.72'	39.72'	S81°19'28"E	0°48'48"
C45	2798.00'	39.72'	39.72'	S80°30'40"E	0°48'48"
C46	2798.00'	39.72'	39.72'	S79°41'52"E	0°48'48"
C47	2798.00'	39.72'	39.72'	S78°53'04"E	0°48'48"
C48	2798.00'	39.72'	39.72'	S78°04'16"E	0°48'48"
C74	1025.00'	707.93'	693.94'	S83°50'47"W	39°34'20"
C93	1025.00'	21.80'	21.80'	N76°58'48"W	1°13'26"
C94	475.00'	102.88'	102.68'	S82°23'38"E	12°23'10"
C95	475.00'	6.13'	6.13'	S76°44'12"E	0°44'17"
C96	475.00'	51.35'	51.33'	S80°12'10"E	6°11'40"
C97	475.00'	45.21'	45.19'	S86°01'37"E	5°27'13"
C98	25.00'	42.37'	37.48'	N42°41'39"E	97°08'16"
C99	275.00'	174.12'	171.22'	N23°56'48"W	36°16'37"
C100	275.00'	45.98'	45.93'	N10°38'53"W	9°34'47"
C122	25.00'	41.89'	37.02'	S53°37'39"E	95°32'16"
C123	25.00'	33.48'	31.02'	N52°36'39"W	76°41'23"
C124	835.00'	205.33'	204.81'	S21°18'39"E	14°05'22"
C125	125.00'	267.88'	219.48'	N33°02'19"E	122°47'18"
C126	125.00'	239.63'	204.58'	N26°33'47"E	109°50'13"
C127	125.00'	28.26'	28.20'	N87°37'29"E	12°57'04"
C128	2748.00'	871.24'	866.19'	S75°26'32"E	20°15'01"
C129	2748.00'	12.64'	12.64'	S85°26'08"E	0°15'49"
C130	2748.00'	41.59'	41.59'	S84°52'12"E	0°52'02"
C131	2748.00'	41.59'	41.59'	S84°00'11"E	0°52'02"
C132	2748.00'	41.59'	41.59'	S83°08'09"E	0°52'02"
C133	2748.00'	41.59'	41.59'	S82°16'07"E	0°52'02"
C134	2748.00'	41.59'	41.59'	S81°24'05"E	0°52'02"
C135	2748.00'	41.59'	41.59'	S80°32'04"E	0°52'02"
C136	2748.00'	41.59'	41.59'	S79°40'02"E	0°52'02"
C137	2748.00'	51.99'	51.99'	S78°41'30"E	1°05'02"
C151	975.00'	673.40'	660.06'	S83°50'47"W	39°34'20"
C186	975.00'	30.48'	30.48'	N77°15'48"W	1°47'28"
C187	525.00'	133.87'	133.51'	S83°36'42"E	14°35'17"
C188	525.00'	8.15'	8.15'	S78°48'45"E	0°53'23"
C189	525.00'	47.16'	47.17'	S79°49'56"E	5°09'00"
C170	525.00'	38.53'	38.51'	S84°36'33"E	4°12'14"
C171	525.00'	39.81'	39.80'	S88°47'00"E	4°20'36"
C185	2955.00'	459.43'	458.96'	S86°16'38"E	8°54'29"
C188	2945.00'	546.99'	546.17'	S78°18'29"E	10°38'28"

FLORIDA DESIGN CONSULTANTS, INC.

THINK IT ACHIEVE IT.

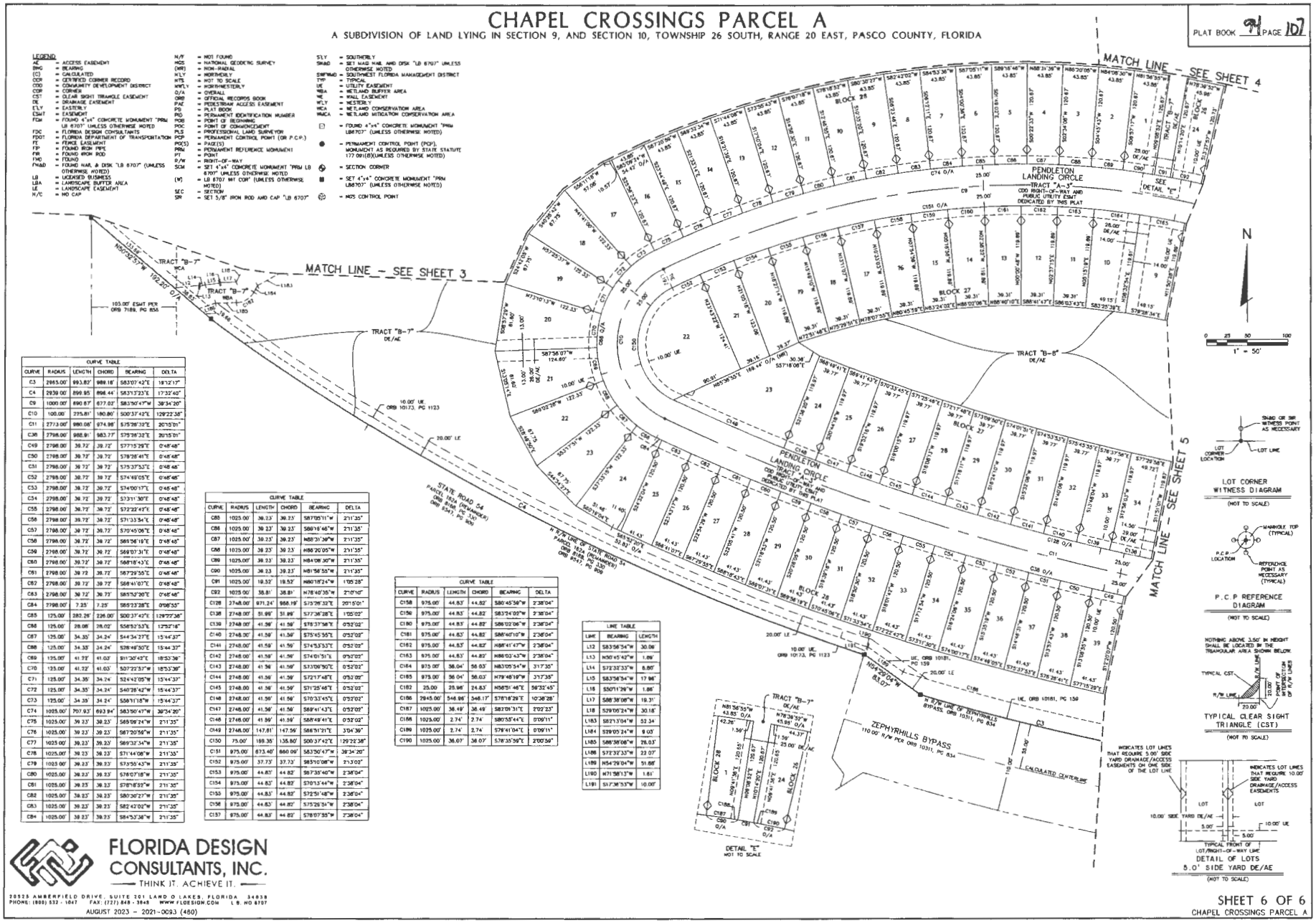
20535 AMBERFIELD DRIVE, SUITE 201 LAND O LAKES, FLORIDA 34638
PHONE: (800) 532 - 1047 FAX: (727) 848 - 3648 WWW.FLDESIGN.COM LB NO.8707

AUGUST 2023 – 2021-0093 (460)

CHAPEL CROSSINGS PARCEL A

A SUBDIVISION OF LAND LYING IN SECTION 9, AND SECTION 10, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PLAT BOOK 94 PAGE 107



LEGEND

AE	= ACCESS EASEMENT	N/F	= NOT FOUND	SLY	= SOUTHERLY
BRG	= BEARING	NGS	= NATIONAL GEODETIC SURVEY	SN&D	= SET NAIL AND DISK "LB 6707" UNLESS OTHERWISE NOTED
(C)	= CALCULATED	(NR)	= NON-RADIAL	SWFWMD	= SOUTHWEST FLORIDA MANAGEMENT DISTRICT
CCR	= CERTIFIED CORNER RECORD	NLY	= NORTHERLY	TYP	= TYPICAL
CDD	= COMMUNITY DEVELOPMENT DISTRICT	NTS	= NOT TO SCALE	UE	= UTILITY EASEMENT
COR	= CORNER	NWLY	= NORTHWESTERLY	WBA	= WETLAND BUFFER AREA
CST	= CLEAR SIGHT TRIANGLE EASEMENT	O/A	= OVERALL	WE	= WALL EASEMENT
DE	= DRAINAGE EASEMENT	ORB	= OFFICIAL RECORDS BOOK	WLY	= WESTERLY
ELY	= EASTERLY	PAE	= PEDESTRIAN ACCESS EASEMENT	WCA	= WETLAND CONSERVATION AREA
ESMT	= EASEMENT	PB	= PLAT BOOK	WMCA	= WETLAND MITIGATION CONSERVATION AREA
FDM	= FOUND 4"x4" CONCRETE MONUMENT "PRM LB 6707" UNLESS OTHERWISE NOTED	PID	= PERMANENT IDENTIFICATION NUMBER	⊡	= FOUND 4"x4" CONCRETE MONUMENT "PRM LB6707" (UNLESS OTHERWISE NOTED)
FDC	= FLORIDA DESIGN CONSULTANTS	POB	= POINT OF BEGINNING		
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION	POC	= POINT OF COMMENCEMENT		
FE	= FENCE EASEMENT	PLS	= PROFESSIONAL LAND SURVEYOR		
FIP	= FOUND IRON PIPE	PCP	= PERMANENT CONTROL POINT (OR P.C.P.)	●	= PERMANENT CONTROL POINT (PCP). MONUMENT AS REQUIRED BY STATE STATUTE 177.091(8)(UNLESS OTHERWISE NOTED)
FIR	= FOUND IRON ROD	PG(S)	= PAGE(S)		
FND	= FOUND	PRM	= PERMANENT REFERENCE MONUMENT	⊕	= SECTION CORNER
FN&D	= FOUND NAIL & DISK "LB 6707" (UNLESS OTHERWISE NOTED)	PT	= POINT		
LB	= LICENSED BUSINESS	R/W	= RIGHT-OF-WAY	■	= SET 4"x4" CONCRETE MONUMENT "PRM LB6707" (UNLESS OTHERWISE NOTED)
LBA	= LANDSCAPE BUFFER AREA	(M)	= LB 6707 MT COR" (UNLESS OTHERWISE NOTED)		
LE	= LANDSCAPE EASEMENT	SEC	= SECTION		
N/C	= NO CAP	SIR	= SET 5/8" IRON ROD AND CAP "LB 6707"	⊛	= NGS CONTROL POINT

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C3	2965.00'	993.82'	989.18'	S83°07'42"E	19°12'17"
C4	2939.00'	899.95	896.44'	S83°13'23"E	17°32'40"
C9	1000.00'	690.87	677.02'	S83°50'47"W	39°34'20"
C10	100.00'	235.81'	180.80'	S00°37'42"E	129°22'38"
C11	2713.00'	980.08'	974.98'	S75°28'39"E	20°15'01"
C38	2798.00'	988.91'	983.77'	S75°28'39"E	20°15'01"
C49	2798.00'	39.72'	39.72'	S77°15'29"E	0°48'48"
C50	2798.00'	39.72'	39.72'	S76°26'41"E	0°48'48"
C51	2798.00'	39.72'	39.72'	S75°37'53"E	0°48'48"
C52	2798.00'	39.72'	39.72'	S74°49'05"E	0°48'48"
C53	2798.00'	39.72'	39.72'	S74°00'17"E	0°48'48"
C54	2798.00'	39.72'	39.72'	S73°11'30"E	0°48'48"
C55	2798.00'	39.72'	39.72'	S72°22'42"E	0°48'48"
C56	2798.00'	39.72'	39.72'	S71°33'54"E	0°48'48"
C57	2798.00'	39.72'	39.72'	S70°45'06"E	0°48'48"
C58	2798.00'	39.72'	39.72'	S69°56'19"E	0°48'48"
C59	2798.00'	39.72'	39.72'	S69°07'31"E	0°48'48"
C60	2798.00'	39.72'	39.72'	S68°18'43"E	0°48'48"
C61	2798.00'	39.72'	39.72'	S67°29'55"E	0°48'48"
C62	2798.00'	39.72'	39.72'	S66°41'07"E	0°48'48"
C63	2798.00'	39.72'	39.71'	S65°52'20"E	0°48'48"
C64	2798.00'	7.25'	7.25'	S65°23'28"E	0°08'55"
C85	125.00'	282.26'	226.00'	S00°37'42"E	129°22'38"
C86	125.00'	28.06'	28.02'	S58°52'53"E	12°52'16"
C87	125.00'	34.35'	34.24'	S44°34'27"E	15°44'37"
C88	125.00'	34.35'	34.24'	S28°49'50"E	15°44'37"
C89	125.00'	41.22'	41.03'	S11°20'43"E	18°53'39"
C70	125.00'	41.22'	41.03'	S07°22'57"W	18°53'39"
C71	125.00'	34.35'	34.24'	S24°42'05"W	15°44'37"
C72	125.00'	34.35'	34.24'	S40°28'42"W	15°44'37"
C73	125.00'	34.35'	34.24'	S56°11'18"W	15°44'37"
C74	1025.00'	707.93'	693.84'	S83°50'47"W	39°34'20"
C75	1025.00'	39.23'	39.23'	S69°08'24"W	2°11'35"
C76	1025.00'	39.23'	39.23'	S67°20'58"W	2°11'35"
C77	1025.00'	39.23'	39.23'	S65°33'34"W	2°11'35"
C78	1025.00'	39.23'	39.23'	S71°44'08"W	2°11'35"
C79	1025.00'	39.23'	39.23'	S73°55'43"W	2°11'35"
C80	1025.00'	39.23'	39.23'	S76°07'18"W	2°11'35"
C81	1025.00'	39.23'	39.23'	S78°18'53"W	2°11'35"
C82	1025.00'	39.23'	39.23'	S80°30'27"W	2°11'35"
C83	1025.00'	39.23'	39.23'	S82°42'02"W	2°11'35"
C84	1025.00'	39.23'	39.23'	S84°53'36"W	2°11'35"

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C85	1025.00'	39.23'	39.23'	S87°05'11"W	2°11'35"
C86	1025.00'	39.23'	39.23'	S89°16'46"W	2°11'35"
C87	1025.00'	39.23'	39.23'	N88°31'39"W	2°11'35"
C88	1025.00'	39.23'	39.23'	N86°20'05"W	2°11'35"
C89	1025.00'	39.23'	39.23'	N84°08'30"W	2°11'35"
C90	1025.00'	39.23'	39.23'	N81°56'55"W	2°11'35"
C91	1025.00'	18.52'	18.52'	N80°18'24"W	1°05'28"
C92	1025.00'	38.81'	38.81'	N78°40'35"W	2°10'10"
C128	2748.00'	971.24'	966.19'	S75°28'32"E	20°15'01"
C138	2748.00'	51.99'	51.99'	S77°36'28"E	1°05'02"
C139	2748.00'	41.56'	41.56'	S78°37'58"E	0°52'02"
C140	2748.00'	41.56'	41.56'	S75°45'55"E	0°52'02"
C141	2748.00'	41.56'	41.56'	S74°53'53"E	0°52'02"
C142	2748.00'	41.56'	41.56'	S74°01'51"E	0°52'02"
C143	2748.00'	41.56'	41.56'	S73°09'50"E	0°52'02"
C144	2748.00'	41.56'	41.56'	S72°17'48"E	0°52'02"
C145	2748.00'	41.56'	41.56'	S71°25'46"E	0°52'02"
C146	2748.00'	41.56'	41.56'	S70°33'45"E	0°52'02"
C147	2748.00'	41.56'	41.56'	S69°41'43"E	0°52'02"
C148	2748.00'	41.99'	41.99'	S68°49'41"E	0°52'02"
C149	2746.00'	147.81'	147.59'	S66°51'21"E	3°04'39"
C150	75.00'	189.35'	135.80'	S00°37'42"E	129°22'38"
C151	975.00'	673.40'	660.09'	S83°50'47"W	39°34'20"
C152	975.00'	37.73'	37.73'	S85°10'08"W	2°13'02"
C153	975.00'	44.83'	44.82'	S87°35'40"W	2°38'04"
C154	975.00'	44.83'	44.82'	S90°13'44"W	2°38'04"
C155	975.00'	44.83'	44.82'	S72°51'48"W	2°38'04"
C156	975.00'	44.83'	44.82'	S75°29'51"W	2°38'04"
C157	975.00'	44.83'	44.82'	S78°07'55"W	2°38'04"

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C158	975.00'	44.83'	44.82'	S80°45'58"W	2°38'04"
C159	975.00'	44.83'	44.82'	S83°24'02"W	2°38'04"
C160	975.00'	44.83'	44.82'	S86°02'06"W	2°38'04"
C161	975.00'	44.83'	44.82'	N88°41'47"W	2°38'04"
C162	975.00'	44.83'	44.82'	N86°03'43"W	2°38'04"
C163	975.00'	44.83'	44.82'	N83°25'39"W	2°38'04"
C164	975.00'	38.04'	38.03'	N83°05'54"W	2°13'35"
C165	975.00'	38.04'	38.03'	N79°48'19"W	2°13'35"
C182	25.00	25.98'	24.83'	N56°51'46"E	59°32'45"
C186	2945.00'	546.86'	546.17'	S78°18'29"E	10°38'28"
C187	1025.00'	38.49'	38.49'	S82°01'31"E	2°02'23"
C188	1025.00'	2.74'	2.74'	S80°55'44"E	0°09'11"
C189	1025.00'	2.74'	2.74'	S79°41'04"E	0°09'11"
C190	1025.00'	38.07'	38.07'	S78°35'59"E	2°00'59"

LINE TABLE		
LINE	BEARING	LENGTH
L12	S83°56'34"W	30.06'
L13	N50°45'42"W	1.89'
L14	S72°33'33"W	6.80'
L15	S83°56'34"W	17.96'
L16	S50°11'29"W	1.86'
L17	S88°38'08"W	19.31'
L18	S29°05'24"W	30.18'
L183	S82°13'04"W	52.34'
L184	S29°05'24"W	8.03'
L185	S88°38'08"W	28.03'
L186	S72°33'33"W	23.07'
L189	N54°29'04"W	51.88'
L190	N71°58'13"W	1.61'
L191	S17°36'53"W	10.00'

LOT CORNER WITNESS DIAGRAM
(NOT TO SCALE)

P.C.P REFERENCE DIAGRAM
(NOT TO SCALE)

TYPICAL CLEAR SIGHT TRIANGLE (CST)
(NOT TO SCALE)

DETAIL OF LOTS 5.0' SIDE YARD DE/AE
(NOT TO SCALE)

FLORIDA DESIGN CONSULTANTS, INC.
THINK IT. ACHIEVE IT.

20925 AMBERFIELD DRIVE, SUITE 201 LAND O LAKES, FLORIDA 34638
PHONE: (800) 532 - 1047 FAX: (727) 848 - 3948 WWW.FLDESIGN.COM L.B. NO 6707

AUGUST 2023 - 2021-0093 (480)

SHEET 6 OF 6
CHAPEL CROSSINGS PARCEL A

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

Pasco County Utilities
County Certificate of Completion

Craig B. Weber
Thornwood Associates, LLC
2940 Sports Core Circle
Wesley Chapel, FL 33544
(813) 994-2277 (Ext. 205)
cweber@crown-tampa.com

Developer: **Thornwood Associates, LLC**
Project Name: **Chapel Crossing NW Quadrant - Village A (Phase 2)**
PCU Number: **12-111.11**

This Certificate of Completion is issued pursuant to Section 110-36(c), 110-80(a), and 110-121(c) of the Pasco County Code of Ordinances, and Section 310.14 of the Pasco County Land Development Code. A final inspection of the required improvements occurred on September 5, 2025 and was found to be in substantial conformance with Pasco County Utilities standards, approvals of the Board of County Commissioners (BCC), and any variances from the standards approved by the BCC. This action is based on field review of the improvements and office review of the available documentation and certifications provided by the Engineer of Record.

Mark H. Guttman
Digitally signed by Mark H. Guttman
Date: 2025.09.10 15:12:38 -04'00'

Mark Guttman, P.E.
Service Commitment Manager

From: Weber, Craig (CCD Tampa)
To: Francesca Baker; James Choncholas; Rachael Meiser; Edwin Rogers
Cc: Mark Guttman; Tonya S. Haugland
Subject: RE: Notification of Passing Release Inspection and Request for Approved Release Contact Chapel Crossings: NW Quadrant - Village A (Phase 2) - PCU12-111.11
Date: Tuesday, September 9, 2025 9:18:09 AM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
image007.png
image008.png
image009.png

Francesca,

See below in red.

Thanks,

Craig

From: Francesca Baker <fbaker@pascocountyfl.net>
Sent: Tuesday, September 9, 2025 8:28 AM
To: Weber, Craig (CCD Tampa) <cweber@crown-tampa.com>; James Choncholas <jchoncholas@fldesign.com>; Rachael Meiser <rmeiser@fldesign.com>; Edwin Rogers <erogers@fldesign.com>
Cc: Mark Guttman <mguttman@pascocountyfl.net>; Tonya S. Haugland <thaugland@pascocountyfl.net>
Subject: Notification of Passing Release Inspection and Request for Approved Release Contact Chapel Crossings: NW Quadrant - Village A (Phase 2) - PCU12-111.11

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

Pasco County has conducted a Maintenance Guarantee Release Inspection of the construction associated with **Chapel Crossings: NW Quadrant - Village A (Phase 2) - PCU12-111.11**.

Cash Maintenance Guarantee, in the amount of $75,243.68 must be returned to a designated individual associated with the Principal listed on the attached Acceptance and listed below:

Thornwood Associates, LLC

2940 sports Core Circle

Wesley Chapel, Fl 33544

Telephone (813) 994-2277

Please provide the following as reply all to this email:

1. Specify preference for EITHER pick up of documents in person in Dade City, FL or documents

sent via certified mail.

2. Provide the following information for the designated individual authorized to collect/receive the maintenance guarantee documentation:

NAME: Craig B. Weber

TITLE: Authorized Representative

COMPANY: Thornwood Associates, LLC (Crown Community Development)

MAILING ADDRESS: 2940 Sports Core Circle, Wesley Chapel, FL 33544

TELEPHONE NUMBER; 813-994-2277 (Ext. 205)

EMAIL ADDRESS: cweber@crown-tampa.com

The individual named above must be verifiable through Sunbiz or have a Agent of Record Letter authorized by an individual verifiable through Sunbiz for approval. Release will be scheduled for the next available BOCC meeting AFTER approval.

PLEASE NOTE: Only the individual authorized above will be able to receive the associated documentation.

This email and all associated responses and attachments will be attached to the Maintenance Guarantee package and a copy will be retained in the project file.

Sincerely,

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
TOP WORK PLACES 2021 USA

FRANCESCA BAKER
Public Infrastructure
Utilities Engineering and Contract Management
Pasco County
813-235-6189 x 6426
Central Pasco Government Center
19420 Central Blvd
Land O Lakes, FL 34637
fbaker@pascocountyfl.net
www.mypasco.net

"Serving Our Community to Create a Better Future"

Pasco County Social Media:

We're hiring! Here's why you should join our team!



The information transmitted, including attachments, is intended only for the person(s) or entity to which it is addressed and may contain material that is confidential, privileged and/or exempt from disclosure under applicable law. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and destroy any copies of this information. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

CUSA18A7

From:	Faircloth, Jessica
To:	DL-FI-General Ledger
Cc:	SEgbert; MLegnini; Tonya S. Haugland; Adolfo A. Gonzalez; Mark Guttman
Subject:	Priority Release Cash Bond - UTD26-0139 - Chapel Crossing NW Quadrant Vill A Ph 2
Date:	Wednesday, December 10, 2025 1:48:11 PM
Attachments:	We found suspicious links.msg RE CASH Release Priority Packets Delivered Today - Scheduled for the 16 Meeting.msg

---

Good afternoon,

Attached please find a cash bond which was released by the County Administrator in connection with memo dated November 24, 2025.

It has been requested for this item to be moved through the process as a priority, please see the attached email for reference. Board Records will be getting Mr. Carballa's signature for the Maintenance Guarantee Agreement on Tuesday, December 9, 2025 at the Board meeting and the notice will be mailed on Wednesday, December 10, 2025. We did not want those steps to slow down the process.

If you need anything further, please let me know.

PLEASE REPLY TO ALL

Jessica L Faircloth (formerly Popplewell)
Records Clerk III
Deputy Clerk
Board Records Division

Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller
East Pasco Government Center
14236 6th Street, Suite 201
Dade City, Fl 33525
(727) 847-2411 ext. 4340
jfaircloth@pascoclerk.com
#ServeAndConnect

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0527 **DATE:** 1/20/2026

SUBJECT: Public Facilities Report for West Hillcrest Community Development District

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:

Receive and File

ATTACHMENT(S):

1. NI26-0527 West Hillcrest CDD Public Facilities Report

Stantec Consulting Services Inc.
777 S. Harbour Island Blvd, Ste 600
Tampa, FL 33602-5729

WEST HILLCREST COMMUNITY DEVELOPMENT DISTRICT

PUBLIC FACILITIES REPORT

October 2025

1. **Provide a description of existing public facilities owned or operated by the special district, and each public facility that is operated by another entity, except a local general-purpose government, through a lease or other agreement with the special district. This description shall include the current capacity of the facility, the current demands placed upon it, and its location.**

   The District is fully developed and owns and operates stormwater management facilities, subdivision streets, street lights, and landscaping and irrigation. The District is fully developed and there are currently no additional demands needed.

2. **Provide a description of each public facility the district is building, improving, or expanding, or is currently proposing to build, improve, or expand within at least the next 7 years, including any facilities that the district is assisting another entity, except a local general-purpose government, to build, improve, or expand through a lease or other agreement with the district. For each public facility identified, describe how the district currently proposes to finance the facility.**

   No improvements and/or expansion is currently proposed.

3. **If the special district currently proposes to replace any of the facilities identified above within the next 10 years, the date when such facility will be replaced shall be provided.**

   There are currently no plans to replace District facilities within the next 10 years.

4. **Provide the anticipated time the construction, improvement or expansion of each facility will be completed.**

   The District is fully developed with no current plans for construction, improvement, or expansion.

5. **Provide the anticipated capacity of and demands on each public facility when completed. In the case of an improvement or expansion of a public facility, both the existing and anticipated capacity shall be listed.**

   The District is in full operation, and the public facilities have been adequately sized for the District's needs. No improvement and/or expansion are currently planned.

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** NI26-0528 **DATE:** 1/20/2026

SUBJECT: Ballantrae Community Development District FY 2024-2025 Amended Budget

AGENDA SECTION: Noted Items

RECOMMENDED BOARD ACTION:
Receive and File

ATTACHMENT(S):
1. NI26-0528 Ballantrae FY 2025 Amended Budget

BALLANTRAE CDD - STATEMENT 1
FY 2025 ADOPTED BUDGET

		FY 2025 GNERAL FUND	FY 2025 RESERVE	TOTAL	Actual 2024-2025	Variance 2024 - 2025	Proposeed Amendment	FY 2025 Amended
1	**O&M REVENUES:**							
2	LANDOWNER ASSESMENTS **(NET)**	$ 1,024,660	$ -	$ 1,024,660	$ 1,033,867	$ 9,207	$ -	$ 1,024,660
3	EXCESS FEES	-			-	-	-	-
4	FUND BALANCE FORWARD	45,000	-	45,000	45,000	-	22,000	67,000
5	OTHER INCOME	-	-	-	86,344	86,344	-	-
6	TRANSFER IN FROM RESERVE FUND	-	97,432	97,432	97,432	-	-	97,432
7	FUND BALANCE FORWARD - PARK DEVELOPMENT		15,000	15,000	-	(15,000)	-	15,000
8	**O&M TOTAL REVENUES:**	**1,069,660**	**112,432**	**1,182,092**	**1,262,643**	**80,551**	**22,000**	**1,204,092**
9								
10	**O&M ADMINISTRATIVE EXPENDITURES:**							
11	**BOARD OF SUPERVISORS**							
12	SUPERVISOR STIPENDS	14,000	-	14,000	14,461	461	-	14,000
13	NEWSLETTER - PRINT & MAILING	-	-	-	-	-	-	-
14	WEBSITE SERVER & NAME	2,015	-	2,015	1,515	(500)	-	2,015
15	PUBLIC OFFICIALS LIABILITY INSURANCE	3,409	-	3,409	3,316	(93)	-	3,409
16	**MANAGEMENT SERVICES**		-	-	-	-	-	-
17	ADMINISTRATIVE SERVICES	-	-	-	-	-	-	-
17	DISTRICT MANAGEMENT	55,000	-	55,000	46,865	(8,135)	-	55,000
18	FINANCIAL CONSULTING SERVICES	-	-	-	-	-	-	-
19	ACCOUNTING SERVICES	-	-	-	-	-	-	-
18	**ENGINEERING & LEGAL SERVICES**		-	-	-	-	-	-
19	DISTRICT ENGINEER	16,000	-	16,000	15,931	(69)	-	16,000
20	DISTRICT COUNSEL	10,000	-	10,000	7,803	(2,197)	-	10,000
21	**ADMINISTRATIVE: OTHER**		-	-	-	-	-	-
22	ANNUAL FINANCIAL AUDIT	4,400	-	4,400	4,200	(200)	-	4,400
23	DISCLOSURE REPORT	-	-	-	3,505	3,505	-	-
24	TRUSTEES FEES	4,256	-	4,256	-	(4,256)	-	4,256
25	PROPERTY APPRAISER FEE	150	-	150	150	-	-	150
26	LEGAL ADVERTISING	1,500	-	1,500	596	(904)	-	1,500
27	ARBITRAGE REBATE CALCULATION	475	-	475	-	(475)	-	475
28	DUES, LISCENSES AND FEES	1,200	-	1,200	2,406	1,206	-	1,200
29	ADMINISTRATIVE CONTINGENCY	-	-	-	8,700	8,700	-	-
30	MISC SERVICES	-	-	-	40	40	-	-
31	**O&M ADMINISTRATIVE TOTAL:**	**112,405**	**-**	**112,405**	**109,488**	**(2,917)**	**-**	**112,405**
32	**INSURANCE**							
33	GERNERAL LIABILITY	4,603	-	4,603	3,830	(773)	-	4,603
34	PROPERTY CASUALTY	25,512	-	25,512	24,873	(639)	-	25,512
35	**INSURANCE TOTAL**	**30,115**	**-**	**30,115**	**28,703**	**(1,412)**	**-**	**30,115**

BALLANTRAE CDD - STATEMENT 1
FY 2025 ADOPTED BUDGET

		FY 2025 GNERAL FUND	FY 2025 RESERVE	TOTAL	Actual 2024-2025	Variance 2024 - 2025	Proposeed Amendment	FY 2025 Amended
36								
37	**UTILITY SERVICES**							
38	ELECTRIC UTILITY SERVICES	39,000	-	39,000	32,166	(6,834)	-	39,000
39	ELECTRIC UTILITY - RECREATION FACILITIES	19,000	-	19,000	18,345	(655)	-	19,000
40	ELECTRIC STREET LIGHTING	120,000	-	120,000	116,578	(3,422)	-	120,000
41	UTILITY - WATER - CLUBHOUSE & POOLS	12,000	-	12,000	22,350	10,350	-	12,000
42	STORMWATER ASSESSMENT	2,200	-	2,200	-	(2,200)	-	2,200
43	**UTILITY SERVICES SUBTOTAL**	**192,200**	**-**	**192,200**	**189,439**	**(2,761)**	**-**	**192,200**
44								
45	**LAKES/PONDS & LANDSCAPE**							
46	**LAKES/PONDS: CONTRACTS**							
47	AQUATIC CONTRACT	38,076	-	38,076	44,424	6,348	-	38,076
48	WETLAND BUFFER SPRAY CONTRACT	16,800	-	16,800	19,600	2,800	-	16,800
49	**LAKES/PONDS: OTHER**		-	-	-	-	-	-
50	FOUNTAIN REPAIRS & MAINTNANCE	3,500	-	3,500	2,392	(1,108)	-	3,500
51	MITIGATION AREAS: MONITOR & MAINTAIN	1,500	-	1,500	-	(1,500)	-	1,500
52	LAKE/POND REPAIRS	-	-	-	-	-	-	-
53	INSTALL/REPLACE AQUATIC PLANTS	5,000	-	5,000	-	(5,000)	-	5,000
54	**LANDSCAPING: CONTRACTS**		-	-	-	-	-	-
55	LANDSCAPE MAINTENANCE CONTRACT	144,240	-	144,240	213,477	69,237	-	144,240
56	LANDSCAPE - SECONDARY CONTRACTS	41,380	-	41,380	37,630	(3,750)	-	41,380
57	**LANDSCAPING: OTHER**		-	-	-	-	-	-
58	IRRIGATION REPAIRS AND MAINTENANCE	14,000	-	14,000	8,898	(5,102)	-	14,000
59	REPLACE PLANTS, MULCH & TREES	15,000	-	15,000	46,750	31,750	-	15,000
60	SOD & SEED REPLACEMENT	10,000	-	10,000	-	(10,000)	-	10,000
61	LANDSCAPE ENHANCEMENT	-	-	-	-	-	-	-
62	EXTRA MOWINGS DURING RAINY SEASON	2,500	-	2,500	-	(2,500)	-	2,500
63	RUST PREVENTION FOR IRRIGATION SYSTEM	12,000	-	12,000	1,580	(10,420)	-	12,000
64	FIELD MISCELLANEOUS (Included in FY 2023 - Kubota)	-	-	-	1,474	1,474	-	-
65	**LAKES/PONDS & LANDSCAPE TOTAL**	**303,996**	**-**	**303,996**	**376,225**	**72,229**	**-**	**303,996**

BALLANTRAE CDD - STATEMENT 1
FY 2025 ADOPTED BUDGET

		FY 2025 GNERAL FUND	FY 2025 RESERVE	TOTAL	Actual 2024-2025	Variance 2024 - 2025	Proposeed Amendment	FY 2025 Amended
66	**STREETS, SIDEWALKS, MAINTENANCE & OPERATIONS**							
67	**STREETS & SIDEWALKS**							
68	ENTRY & WALLS MAINTENANCE	2,000	-	2,000	-	(2,000)	-	2,000
69	STREET/DECORATIVE LIGHT MAINTENACE	1,000	-	1,000	435	(565)	-	1,000
70	SIDEWALK REPAIR & MAINTENANCE	1,500	-	1,500	-	(1,500)	-	1,500
71	**MAINTENANCE STAFF**		-	-	-	-	-	-
72	EMPLOYEE - SALARIES	147,000	-	147,000	152,654	5,654	-	147,000
73	EMPLOYEE - P/R TAXES	12,751	-	12,751	11,792	(959)	-	12,751
74	EMPLOYEE - WORKERS COMP	4,620	-	4,620	3,252	(1,368)	-	4,620
75	PAYROLL PROCESSING FEES	1,900	-	1,900	2,190	290	-	1,900
76	EMPLOYEE- HEALTH & PHONE STIPENDS	14,400	-	14,400	12,160	(2,240)	-	14,400
77	MILEAGE	1,000	-	1,000	-	(1,000)	-	1,000
78	**STREETS, SIDEWALKS, MAINTENANCE & OPERATIONS**	**186,171**	**-**	**186,171**	**182,483**	**(3,688)**	**-**	**186,171**
79	**CLUBHOUSE & SAFETY & SECURITY**							
80	**CLUBHOUSE & MISCELLANEOUS**							
81	PARK/FIELD REPAIRS	-	-	-	49	49	-	-
82	CLUBHOUSE FACILITY MAINTENANCE	12,000	-	12,000	18,773	6,773	-	12,000
83	CLUBHOUSE TELEPHONE/INTERNET/FAX	4,200	-	4,200	4,692	492	-	4,200
84	POOL/FOUNTAIN/SPALSH PAD MAINTENANCE	23,072	-	23,072	28,555	5,483	-	23,072
85	POOL PERMITS	750	-	750	705	(45)	-	750
86	SEASONAL LIGHTING	14,000	-	14,000	19,875	5,875	-	14,000
87	PEST CONTROL	520	-	520	1,045	525	-	520
88	CLUBHOUSE EXTERIOR FURNISHINGS	-	-	-	-	-	-	-
89	CLUBHOUSE CLEANING	-	-	-	-	-	-	-
90	CLUBHOUSE MISCELLANEOUS	10,000	-	10,000	11,403	1,403	-	10,000
91	**SAFETY & SECURITY**		-	-	-	-	-	-
92	PART-TIME LAW ENFORCEMENT DETAILS /PRIVATE SEC	50,000	-	50,000	23,628	(26,372)	-	50,000
93	SALARY FOR SUMMER MONITOR AT BOTH POOLS	23,500	-	23,500	12,127	(11,373)	-	23,500
94	EMPLOYEE P/R TAXES	2,000	-	2,000	-	(2,000)	-	2,000
95	EMPLOYEE WORKER'S COMP	1,300	-	1,300	-	(1,300)	-	1,300
96	VIDEO SURVEILLANCE	-	-	-	-	-	-	-
97	SECURITY - OTHER (GATE SERVICE)	1,000	-	1,000	-	(1,000)	-	1,000
98	**CLUBHOUSE & SAFETY & SECURITY**	**142,342**	**-**	**142,342**	**120,852**	**(21,490)**	**-**	**142,342**

BALLANTRAE CDD - STATEMENT 1
FY 2025 ADOPTED BUDGET

		FY 2025 GNERAL FUND	FY 2025 RESERVE	TOTAL	Actual 2024-2025	Variance 2024 - 2025	Proposeed Amendment	FY 2025 Amended
99								
100	**O&M CONTINGENCY & CAPITAL PROJECTS**							
101	O&M CONTINGENCY	5,000	-	5,000	**37,248**	**32,248**	22,000	27,000
102	PARK DEVELOPMENT RESERVE - XMAS LIGHTS		15,000	15,000	**139,293**	**124,293**	-	15,000
103	**O&M CONTINGENCY TOTAL**	**5,000**	**15,000**	**20,000**	**176,541**	**156,541**	**22,000**	**42,000**
104								
105	**TOTAL EXPENDITURES BEFORE OTHER FINANCING SOUR**	**972,229**	**15,000**	**987,229**	**1,183,731**	**196,502**	**22,000**	**218,502**
106								
107	**EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPE**	**97,432**	**97,432**	**194,864**	**78,913**	**(115,951)**	**-**	194,864
108					**-**			
109	**OTHER FINANCING SOURCES AND (USES)**							
110	**RESERVES TRANSFERS OUT-OTHER FINANCING USES**							
111	EMERGENCY RESERVE	-		-	**-**	**-**	**-**	-
112	ASSET RESERVE	78,100	-	78,100	**78,100**	**-**	**-**	78,100
113	BILL PAYMENT RESERVE	-	-	-	**-**	**-**	**-**	-
114	PARK DEVELOPMENT RESERVE	19,332	-	19,332	**19,332**	**-**	**-**	19,332
115	TRANSFER IN FROM GENERAL FUND - REVENUE	-	-	-	**-**	**-**	**-**	-
116	INCREASE IN FUND BALANCE	-	97,432	97,432	**-**	**(97,432)**	**-**	97,432
117	**TOTAL OTHER FINANCING SOURCES AND (USES)**	**97,432**	**97,432**	**194,864**	**97,432**	**(97,432)**	**-**	**194,864**
118								
119	**O&M TOTAL EXPENDITURES**	**1,069,661**	**112,432**	**1,182,093**	**1,281,163**	**99,070**	**22,000**	**1,204,093**
120								
121	**NET CHANGE IN FUND BALANCE**	**(0)**	**-**	**(0)**	**(18,519)**	**(18,519)**	**-**	**(0)**

Audited FY 24 Fund Balance - Gen.	**$**	**212,296.00**
Decrease in Fund Balance - FY 25	**$**	**(32,307.00)**
General Fund Ending Balance - FY 25	**$**	**179,989.00**
NonSpenable	**$**	**(38,975.00)**
Fund Balance Forward to FY 26	**$**	**(118,252.00)**
Fund Balance Forward to FY 25	**$**	**(22,000.00)**
Projected Fund Balance	**$**	**762.00**

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** CAO26-5115 **DATE:** 1/20/2026

SUBJECT: A Resolution By The Board Of County Commissioners Of Pasco County, Florida, Declaring January 26, 2026, As All In For Early Learning Day In Pasco County

AGENDA SECTION: Resolutions

RECOMMENDED BOARD ACTION:
Approve

ATTACHMENT(S):
1. CAO26-5115 All in for Early Learning Day Resolution

BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO. 26-103**

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, DECLARING JANUARY 26, 2026, AS ALL IN FOR EARLY LEARNING DAY IN PASCO COUNTY

WHEREAS, a child's first five years of life are critical to healthy brain development, future learning, and lifelong success; and

WHEREAS, high-quality early learning programs help children enter school ready to learn, build strong social and emotional skills, and support families in fostering their child's growth and development; and

WHEREAS, Florida's early learning educators play a vital role in preparing children for school and life, serving as dedicated professionals who nurture curiosity, creativity, and confidence; and

WHEREAS, access to affordable, high-quality early learning strengthens communities, supports working families, and contributes to Florida's economic prosperity; and

WHEREAS, the statewide awareness campaign All in for Early Learning unites families, educators, businesses, and community leaders in championing early learning as the foundation for success; and

WHEREAS, recognizing and celebrating early learning raises awareness of its importance and reaffirms our commitment to ensuring every child in Florida and Pasco County has the opportunity to thrive.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, that said Board hereby declares January 26, 2026, as All in for Early Learning Day in Pasco County and encourages citizens, businesses, organizations, and institutions to join in celebrating our youngest learners, their families, and the educators who inspire them.

DONE AND RESOLVED in regular session with a quorum present and voting this 20th day of January 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

JACK MARIANO, CHAIRMAN

RONALD E. OAKLEY, DISTRICT 1

SETH WEIGHTMAN, VICE-CHAIRMAN

KATHRYN STARKEY, DISTRICT 3

LISA YEAGER, DISTRICT 4