




Transportation Engineering Department (TED)

An aerial photograph of a suburban neighborhood during the golden hour. The scene features a large, modern roundabout with a central green island, surrounded by lush green trees and manicured lawns. Several houses with dark roofs are visible, interspersed with open green spaces. In the background, a dense forest of trees stretches towards the horizon. Two hot air balloons are floating in the sky: a large, multi-colored one in the upper left and a smaller one in the upper center. The overall atmosphere is peaceful and scenic.

**TED's Purpose: Plan, design, build,
operate, and maintain a safe, connected,
and efficient multimodal transportation
system for all users**

The Funding



~\$75M/yr

5¢ Local Gas Tax
Sales Tax – 40% of 45% of 1%
Property Taxes – 60% of 22% TIF
Developer Mobility Fees

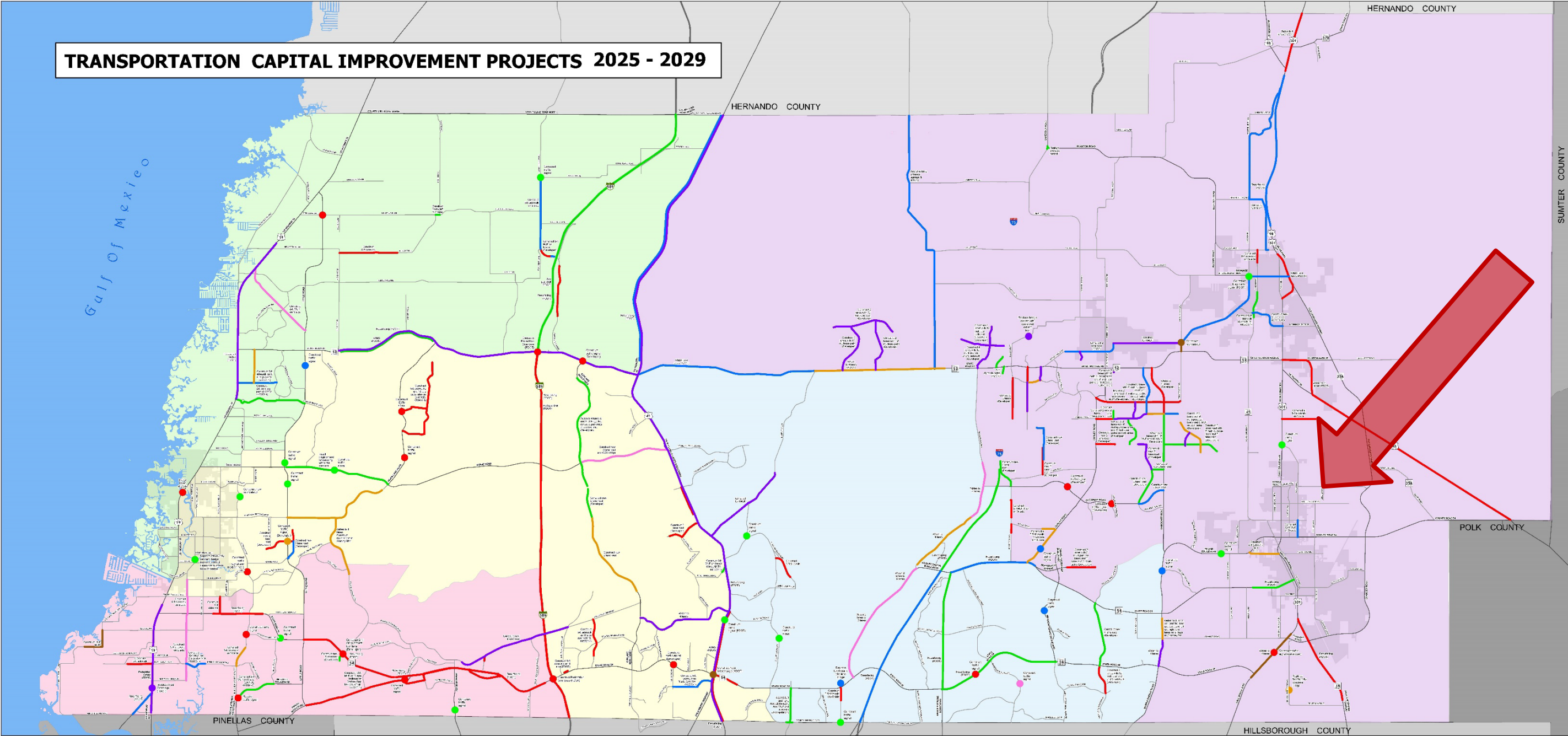
~\$55M/yr*

Federal Gas Tax
State Gas Tax
*Projects typ.
built by FDOT

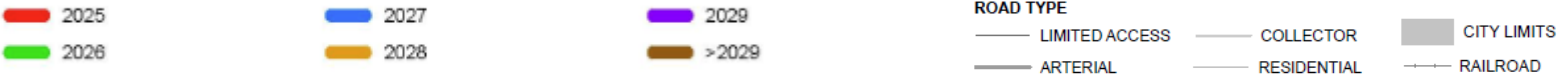
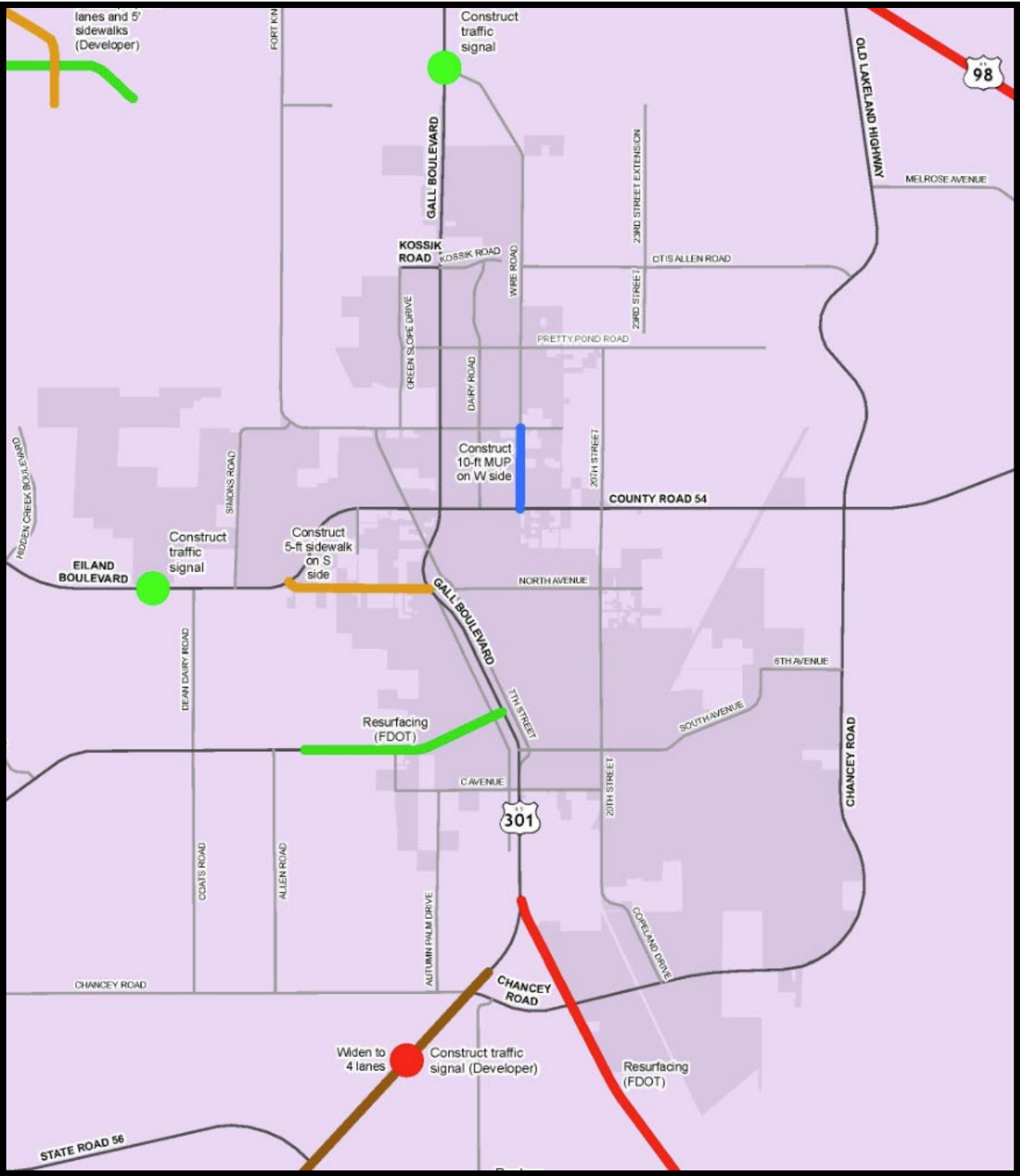
~\$55 M/yr

State Gas Tax
State Doc Stamps
Veh Reg Fees
Tolls

TRANSPORTATION CAPITAL IMPROVEMENT PROJECTS 2025 - 2029



Transportation
Capital
Improvement
Projects
2025 - 2029



BOARD RECORDS
CHARGE C5002

INSTR# 2024171402 BK 11088 PG 788
09/30/2024 10:56am Page 1 of 4
Rcpt: 2746789 Rec: 35.58
DS: 0.00 IT: 0.00
Nikki Alvarez-Soules, Esq.
Pasco County Clerk & Comptroller

2024 INTERLOCAL AGREEMENT
BETWEEN PASCO COUNTY AND THE CITY OF ZEPHYRHILLS
TO ADDRESS TRANSPORTATION CAPACITY IMPACTS
AND THE ESTABLISHMENT OF JOINT PROJECTS

THIS INTERLOCAL AGREEMENT is made and entered into by and between Pasco County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "County," and the City of Zephyrhills, a municipal corporation organized under the laws of the State of Florida, acting by and through its City Commission, the governing body thereof, hereinafter called "City."

WITNESSETH:

WHEREAS, Chapter 163, Part II, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act, requires counties and cities to establish and implement comprehensive land use plans to guide and control future development in their respective communities; and

WHEREAS, intergovernmental coordination is necessary for a successful comprehensive transportation planning efforts and for the healthy growth and development of a region; and

WHEREAS, it is mutually beneficial for the City and the County to jointly address transportation capacity impacts and to identify and fund Joint Projects to address such impacts, and such coordination is encouraged by Section 163.3180(5)(j), Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and the County agree as follows:

1. This Agreement is entered into pursuant to the provisions of Section 163.3180(5)(j)4.b., Florida Statutes (2024), and the Florida Interlocal Cooperation Act, Section 163.01, Florida Statutes (2024), and shall be filed with the Clerk of the Circuit Court in the Official Records of Pasco County as provided by 163.01(11), Florida Statutes, prior to its effectiveness. This Agreement shall be considered effective as the date when fully executed by both Parties and recorded pursuant hereto and shall continue in effect unless otherwise terminated.

2. The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this agreement.

3. Transportation Impacts. In order to adequately address transportation capacity impacts to the County roadway system, the City agrees to hold 90% of its New Development Fair

Share Contribution for Road Improvement fees, or successor transportation impact or mobility fees collected on or after the adoption date of this Agreement ("Transportation Impact Fees"). The subject Transportation Impact Fees shall be used by the City and/or the County for qualifying road capacity improvement projects established jointly by the City and the County ("Joint Projects"). The City and County's financial contributions to such Joint Projects shall be deemed as full mitigation and coordination of their respective extra-jurisdictional transportation capacity impacts. To the extent the City and County are subject to Section 163.3180(5)(j), Florida Statutes, this Interlocal Agreement became effective prior to October 1, 2024, and shall qualify the City and County for the exception in Section 163.3180(5)(j)4.b., Florida Statutes. The Parties have identified a list of qualifying Joint Projects, the party primarily responsible for designing and constructing such Joint Projects, and the anticipated use of City Transportation Impact Fees and funding from the County, state, or federal agencies, which is attached hereto as Exhibit A. The Board of County Commissioners and Zephyrhills City Commission hereby delegate authority to the County Administrator and City Manager to update the Joint Projects list on an as-needed basis, which shall be signed by the County Administrator and City Manager and placed as a noted (non-action) item on the Board of County Commissioners and Zephyrhills Commission agendas. The existing Joint Projects list shall remain in effect if the County Administrator and City Manager do not update said list. To also address transportation efficiency, the parties agree that commercial and residential developments of the County and the City will provide interconnectivity to include vehicular, sidewalk and trail uses. In addition, the City shall require all property developed within the City limits having a proposed direct connection to a County road to obtain a County right-of-way use permit and provide evidence of compliance with the County's Access Management and Substandard Roadway regulations prior to construction plan approval within the City. The County may require or impose site-access or substandard roadway related improvements as a condition to the issuance of the County right-of-way use permit, which may include fair share or proportionate share payments for site access related traffic signals or turn lanes or substandard roads. However, the County shall not condition the right-of-way use permit on transportation capacity improvements, or transportation capacity payments, and all transportation capacity impacts shall be addressed through the funding of the Joint Projects list, as set forth above.

4. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

5. This Agreement shall be governed by the laws of the State of Florida. Any legal actions to enforce the Agreement shall be held in Pasco County. No remedy conferred in this Agreement is intended to be exclusive of any other remedy, at law or in equity or by statute or otherwise. No exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

6. This Agreement sets forth the entire agreement between the parties relating to the coordination of the mitigation of transportation impacts. There are no promises or understandings other than those stated herein relating to such coordination. None of the provisions, terms or conditions contained in this Agreement may be modified, superseded or otherwise altered, except by written agreement of the parties. This Agreement specifically supersedes and repeals Paragraph 9 of the Interlocal Agreement Between Pasco County and the City of Zephyrhills Regarding Annexations and Rezoning and Comprehensive Plan Amendments adopted in 2009 by the Parties hereto. The remainder of said 2009 Agreement shall remain in full force and effect until such time that it is terminated.

7. If any item or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the further application of such terms or provision, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

8. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

9. Effective Date. The parties agree that this Agreement shall have an effective date of September 30, 2024 regardless of the respective execution dates of the parties.

IN WITNESS WHEREOF, Pasco County and the City of Zephyrhills have caused this Interlocal Agreement to be duly executed on behalf of each, on the respective dates set forth below.

APPROVED
IN SESSION
SEP 17 2024
PASCO COUNTY
BOCC
BOARD OF County COMMISSIONERS
OF PASCO County, FLORIDA

ATTEST
BY: NIKKI ALVAREZ-SOULES, ESQ.
CLERK AND COMPTROLLER

BY: RONALD E. OAKLEY, CHAIRMAN

As to the City:
APPROVED IN REGULAR SESSION THIS 23 DAY OF September, 2024
CITY OF ZEPHYRHILLS, FLORIDA

RECEIVED
SEP 30 2024
PASCO COUNTY, CLERK & COMPTROLLER

**2024 INTERLOCAL AGREEMENT
BETWEEN PASCO COUNTY AND THE CITY OF ZEPHYRHILLS
TO ADDRESS TRANSPORTATION CAPACITY IMPACTS
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W I T N E S S E T H:

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WHEREAS, intergovernmental coordination is necessary for a successful comprehensive transportation planning efforts and for the healthy growth and development of a region; and

WHEREAS, it is mutually beneficial for the City and the County to jointly address transportation capacity impacts and to identify and fund Joint Projects to address such impacts, and such coordination is encouraged by Section 163.3180(5)(j), Florida Statutes (2024);

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and the County agree as follows:

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The existing Joint Projects list shall remain in effect if the County Administrator and City Manager do not update said list. To address transportation efficiency, the parties agree that common and less dense development patterns between the County and City will provide interconnectivity to provide local, state, and trail users. Additionally, the City shall require all property developed within the City limits having a proposed direct connection to a County road to obtain a County right-of-way use permit and provide evidence of compliance with the County's Access Management Substandard Roadway Regulations prior to construction plan approval within the City. The County may require or impose site access or substandard roadway related improvements as a condition to the issuance of the County right-of-way use permit, which may include fair share or proportionate share payments for site access related traffic signals or turn lanes or substandard roads. However, the County shall not condition the right-of-way use permit on transportation capacity improvements, or transportation capacity payments, and all transportation capacity impacts shall be addressed through the funding of the Joint Projects list, as set forth above.

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Questions?

Nick Uhren, County Engineer

nuhren@mypasco.net

(727) 834-3714