



**CITY COUNCIL REGULAR MEETING**  
**CITY OF NEW PORT RICHEY**  
**NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS**  
**5919 MAIN STREET, NEW PORT RICHEY, FLORIDA**  
**February 7, 2017**  
**7:00 PM**

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**AGENDA**

ANY PERSON DESIRING TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL, 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. THE LAW DOES NOT REQUIRE THE CITY CLERK TO TRANSCRIBE VERBATIM MINUTES; THEREFORE, THE APPLICANT MUST MAKE THE NECESSARY ARRANGEMENTS WITH A PRIVATE REPORTER (OR PRIVATE REPORTING FIRM) AND BEAR THE RESULTING EXPENSE. (F.S.286.0105)

**ORDER OF**  
**BUSINESS**

1. Call to Order – Roll Call
2. Pledge of Allegiance
3. Moment of Silence
4. Approval of January 17, 2017 Regular Meeting Minutes Page 3
5. Swearing-In of Police Officer Donald Jacobs Page 8
6. Swearing-In of Police Officer William Burbridge Page 9
7. Presentation of Healthy Weight Community Champion Award by the Pasco County Health Department
8. Presentation by the River Ridge High School Robotics Team
9. Status Report on Noise Ordinance Implementation
10. Vox Pop for Items Not Listed on the Agenda or Listed on Consent Agenda
11. Consent Agenda
  - a. New Port Richey Main Street, Inc. Quarterly Report Page 10

- b. Parks and Recreation Advisory Board Minutes - December 2016 Page 30
- c. Purchases/Payments for City Council Approval Page 34

12. Public Reading of Ordinances

- a. Second Reading, Ordinance #2016-2095: Comprehensive Plan Amendment - Downtown and Downtown Core Categories Page 36
- b. Second Reading, Ordinance 2017-2105 & Amendments to the Utility Asset Acquisition Agreements Page 46
- c. First Reading, Ordinance #2017-2106: Residential Exterior Maintenance Page 65
- d. First Reading, Ordinance #2017-2104: One-Year Cannabis Moratorium Page 70
- e. First Reading, Ordinance No. 2017-2107: Firefighters Pensions & Retirement Page 78

13. Business Items

- a. Recreation & Aquatic Center Improvement Project Bid Award - Hennessy Construction Services Page 93
- b. 2015 Stormwater System Improvements Project - ITB No. 16-020 Bid Award Page 147
- c. FDOT FY17 Highway Landscape Reimbursement and Maintenance Memorandum of Agreement, Resolution No. 2017-10 - Consideration for Approval Page 153
- d. 2014/2015 US Hwy 19 Landscape Project Phase 1 Change Order - Consideration for Approval Page 164
- e. Re-Appointment of Dr. Donald Cadle, Jr., Land Development Review Board Page 168
- f. Three Minute Report: Technology Solutions

14. Communications

15. Adjournment

Agendas may be viewed on the City's website: [www.citynpr.org](http://www.citynpr.org). This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990 and Section 286.26, Florida Statutes, all persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk, 727-853-1024, not later than four days prior to said proceeding.



# NEW PORT RICHEY

5919 MAIN STREET • NEW PORT RICHEY, FL 34652 • 727.853.1016

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**TO:** City of New Port Richey City Council  
**FROM:** Judy Meyers, City Clerk  
**DATE:** 2/7/2017  
**RE:** Approval of January 17, 2017 Regular Meeting Minutes

**REQUEST:**

The request is for Council to approve the minutes from the January 17, 2017 regular Council meeting.

**DISCUSSION:**

City Council met for its regularly scheduled meeting on January 17, 2017. The minutes from that meeting are attached for Council's review and approval.

**RECOMMENDATION:**

Staff recommends City Council approve the minutes as submitted.

**BUDGET/FISCAL IMPACT:**

No funding is required for this item.

**ATTACHMENTS:**

Description	Type
□ January 17, 2017 Regular Meeting Minutes	Backup Material



**MINUTES OF THE CITY COUNCIL REGULAR MEETING**  
**CITY OF NEW PORT RICHEY**

**NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS**  
**5919 MAIN STREET, NEW PORT RICHEY, FLORIDA**

**January 17, 2017**

**7:00 PM**

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**ORDER OF**  
**BUSINESS**

**1. Call to Order – Roll Call**

The meeting was called to order by Mayor Rob Marlowe at 7:00 pm. Those in attendance were, Deputy Mayor Bill Phillips, Councilwoman Judy DeBella Thomas, Councilman Jeff Starkey and Councilman Chopper Davis.

Also in attendance were City Manager Debbie Manns, City Attorney Timothy Driscoll, City Clerk Judy Meyers, Chief of Police Kim Bogart, Finance Director Crystal Feast, Development Director Lisa Fierce, Fire Chief Chris Fitch, Economic Development Director Mario Iezzoni, Public Works Director Robert Rivera, Library Director Susan Dillinger, Parks and Recreation Director Elaine Smith, Technology Solutions Director Bryan Weed, Human Resources Manager Bernie Wharran and Assistant to the City Manager Martin Murphy.

**2 Pledge of Allegiance**

**3 Moment of Silence**

**4 Approval of January 3, 2017 Regular Meeting Minutes**

Motion was made to approve the minutes as presented.

Motion made by Bill Phillips and seconded by Judy DeBella Thomas. The Motion Passed. 5-0. Ayes: Davis, DeBella Thomas, Marlowe, Phillips, Starkey

**5 Environmental Committee Annual Report Presentation**

Environmental Committee Chairman, Dell deChant, came forward and made a presentation to Council. Mr. deChant gave a brief overview of the committee's history. He thanked Council for their support over the year and expressed gratitude to staff liaison, Barret Doe, for his outstanding work with the committee. Mr. deChant then distributed an executive summary to Council. Mr. deChant highlighted the projects and events that the committee has been involved in over the last year. Mr. deChant then discussed proposals by the committee for the upcoming year. The proposals included review of the City's fertilizer and pesticide ordinance, green city certification, recycling for all city



events, more trash bins downtown, train a certified arborist (in progress), fishing line disposal bins, inclusion of city property in community garden ordinance and the addition of a part-time garden facilitator.

Councilman Davis stated he thought recycling was already included for city events and Ms. Smith stated it is not currently part of the application and is not required. Councilwoman DeBella Thomas stated she would like to see a list of evasive and non-evasive trees on the website. She stated that some cities do a great job with trash containers that use local trash haulers to alleviate the burden it would be on staff. She stated she would like to see a return of recycling efforts be brought back to city events. Mr. deChant stated that by adding the recycling requirement to the event application it will encourage recycling efforts. Councilman Starkey stated he also likes the idea of recycling bins at city events. He stated he also liked having a certified arborist on staff. Deputy Mayor Phillips thanked Mr. deChant for his presentation. He stated the ability to have someone haul away the recycling will help to encourage recycling. He stated he had some reservations about using public land for community gardens but there is some property in the city that could be used. Mayor Marlowe stated that a conversation should take place in a work session regarding community garden areas.

6 Arbor Day Proclamation

Mayor Marlowe read the proclamation declaring Friday, January 20, 2017 as Arbor Day in the City of New Port Richey. Environmental Committee chairman, Dell deChant, accepted the proclamation.

7 Vox Pop for Items Not Listed on the Agenda or Listed on Consent Agenda

Before Mayor Marlowe opened the floor for public comment, he asked Chief Bogart to approach the podium and then announced that the African American Club of Pasco County had awarded the New Port Richey Police Department as its Law Enforcement Agency of the Year.

Mayor Marlowe then opened the floor for public comment. Joe Norton from Boulevard Beef and Ale came forward to thank Council for the dog-dining ordinance. He wanted to make a suggestion regarding hand washing to make it more stringent to read wash hands with hand sanitizer.

Nelson Ohiohoin came forward and stated that he was very impressed with the police department and it should not be surprise that they won the award from the African American Club.

Brad Jurgens came forward to speak regarding the proposed ad-hoc bicycle committee and volunteered to head the committee. Mayor Marlowe stated other people have volunteered and a meeting was still be organized.

With no one else coming forward, Mayor Marlowe closed Vox Pop.

8 Consent Agenda

Motion was made to accept the Consent Agenda.

Motion made by Chopper Davis and seconded by Bill Phillips. The Motion Passed. 5-0. Ayes: Davis, DeBella Thomas, Marlowe, Phillips, Starkey

a Purchases/Payments for City Council Approval

b Amendment to FY17 Operating Budget

9 Public Reading of Ordinances

a Second Reading, Ordinance #2017-2102: Dog-Friendly Dining & Resolution #2017-07: Fees

City Attorney Driscoll read the proposed ordinance by title only. Upon opening the floor to public comment, no one came forward therefore Mayor Marlowe returned the floor to Council. Councilman Davis stated he would like the annual fee changed to a registration fee. He also suggested that the

provision of having hand sanitizers on each table could be changed to be in conveniently located places. City Attorney Driscoll stated that the fee is not an annual fee. He stated the requirements for the sanitizers are required by State statute. Deputy Mayor Phillips reiterated his comments from the previous meeting that the \$50 fee was too low. He stated he would support the motion if the fee was higher. Upon opening the floor to public comment, no one came forward therefore Mayor Marlowe returned the floor to Council. Motion was made to approve the resolution as presented.

City Attorney Driscoll then read the proposed resolution by title only. Upon opening the floor to public comment, no one came forward therefore Mayor Marlowe returned the floor to Council. Motion was made to approve the resolution as presented.

Motion made by Chopper Davis and seconded by Jeff Starkey. The Motion Passed. 3-2. Ayes: Davis, Marlowe, Starkey Nays: DeBella Thomas, Phillips

10 Business Items

a Request to Auction Impounded Vehicles

City Manager Manns introduced the item to Council. She stated the purpose of this agenda item was to allow the City to use the services of Public Group LLC to offer the vehicles at auction.

Upon opening the floor to public comment, no one came forward therefore Mayor Marlowe returned the floor to Council. Deputy Mayor Phillips asked for clarification that some of the vehicles have been impounded for over a year and there were no statutory obligations. Chief Bogart stated that sometimes the delay in processing vehicles is due to liens being on the vehicles. Motion was made to approve the item as presented.

Motion made by Chopper Davis and seconded by Judy DeBella Thomas. The Motion Passed. 5-0. Ayes: Davis, DeBella Thomas, Marlowe, Phillips, Starkey

b Board Re-Appointment: Joseph Fiorentino, III, Firefighters' Pension Board

City Manager Manns introduced the item to Council. She stated the purpose of this agenda item was to re-appoint Joseph Fiorentino, III to the Firefighters' Pension Board. She stated that Mr. Fiorentino has been a valued member of the Firefighters' Pension Board since 2012. Mr. Fiorentino's current term expired as of January 17, 2016. If approved, Mr. Fiorentino's term would be for four years and would be up for renewal on January 17, 2020.

Upon opening the floor to public comment, no one came forward therefore Mayor Marlowe returned the floor to Council. Motion was made to approve the item as presented.

Motion made by Chopper Davis and seconded by Judy DeBella Thomas. The Motion Passed. 5-0. Ayes: Davis, DeBella Thomas, Marlowe, Phillips, Starkey

c Board Re-Appointment: Dell deChant, Environmental Committee

City Manager Manns introduced the item to Council. She stated the purpose of this agenda item was to re-appoint Dell deChant to the Environmental Committee. She stated that Mr. deChant has been a valued member of the Environmental Committee for many years. Mr. deChant's current term expired as of January 8, 2017. If approved, Mr. deChant's term would be for two years and would be up for renewal on January 8, 2019.

Upon opening the floor to public comment, no one came forward therefore Mayor Marlowe returned the floor to Council. Motion was made to approve the item as presented.

Motion made by Chopper Davis and seconded by Judy DeBella Thomas. The Motion Passed. 5-0. Ayes: Davis, DeBella Thomas, Marlowe, Phillips, Starkey

d Three Minute Report: Library

11 Communications

Mayor Marlowe stated he went to Family Movie Night in the park to see the size of the crowd for the event. As he walked out of the park he noted the Sugar Darlings van by the old coffee shop and went over and introduced himself. He stated that he and Ms. Manns met with Representative Mariano for an introductory meeting. He stated he was looking forward to the Banned Books concert this Thursday night and the Business Development Week program for Lynda.com at the Library on Monday night.

Deputy Mayor Phillips congratulated Ms. Dillinger on her upcoming retirement. Deputy Mayor Phillips stated if any members had any changes to the draft agenda for the presentation to the legislative delegation to let Ms. Manns know early in the morning before the meeting. He also thanked KC Quaretti for the updated events on Main Street. Deputy Mayor Phillips stated that he was happy to see the old coffee shop has already been leased to Sugar Darlings. He stated that he would like to see the new phone extensions on the front page of the website. He also thanked Chief Bogart for the award his department received. Deputy Mayor Phillips asked that the finance presentation on the February 7th agenda be the same information that was provided in the City Manager's report. He stated he met with Ms. Manns regarding the Strategic Plan. Finally he would like to see an overview of Penny 2 funds in the near future along with how pension funds are allocated and spent.

Councilwoman DeBella Thomas also expressed that she was happy to see Sugar Darlings in the downtown. She stated that it is an honor and privilege to be on Council and the people that they get to see and share their concerns with. She stated would like to create a forum with the County Commissioners to discuss critically important issues including areas of the city that are adjacent to County property. She stated that she was at a meeting and talked to a resident regarding the Gulf Harbors Woodlands and the area around and behind Southgate Shopping Center. She stated the shopping center stands as a beacon for tourists visiting the area in addition to the residents who live here. She also congratulated Ms. Dillinger on her upcoming retirement.

Councilman Starkey expressed his concerns over the conditions along Van Doren and Leisure Lane. There is trash, debris and drug activity. He stated that residents deserved better but is very disappointed in the County Commission that no action has been taken to resolve the issues. He stated he would like to have Ms. Manns meet with Michele Baker to discuss a clean up effort or pursue annexation so that the city can blight the area. Councilman Starkey asked about the dying foliage in the medians and Mr. Rivera stated that in the spring fertilizer will be put down and they will come back. He thanked Deputy Mayor Phillips for speaking to the delegation at tomorrow's meeting. He also asked Chief Bogart for an update on the noise ordinance and how it is working at the next Council meeting.

12 Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 8:15 pm.

(signed) \_\_\_\_\_  
Judy Meyers, City Clerk

Approved: \_\_\_\_\_ (date)

Initialed: \_\_\_\_\_



## Certificate of Appointment

### **STATE OF FLORIDA, PASCO COUNTY, CITY OF NEW PORT RICHEY:**

This is to certify that on the 7th day of February, 2017 Donald Jacobs was duly appointed Police Officer for the New Port Richey Police Department, in and for the City of New Port Richey, according to the laws of the State of Florida and ordinances in such cases made and provided.

**IN WITNESS AND RATIFICATION THEREOF**, we have hereunto set our hands and the Seal of said City, this 7th day of February, 2017.

Mayor: \_\_\_\_\_

Deputy Mayor: \_\_\_\_\_

Council Member: \_\_\_\_\_

Council Member: \_\_\_\_\_

Council Member: \_\_\_\_\_

City Manager: \_\_\_\_\_

### **STATE OF FLORIDA, PASCO COUNTY, CITY OF NEW PORT RICHEY:**

I, Donald Jacobs, a citizen of the State of Florida and of the United States of America, and being employed by or an officer of the City of New Port Richey, and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida. And, that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida against all enemies, domestic or foreign; that I will bear true faith, loyalty and allegiance to the same; that I will uphold the Ordinances of the City of New Port Richey, Florida; and that I will faithfully perform all the duties of Police Officer of said City. So help me God.

\_\_\_\_\_  
Donald Jacobs

Subscribed and sworn to before me this 7th day of February, 2017.

\_\_\_\_\_  
Judy Meyers  
City Clerk



## Certificate of Appointment

### STATE OF FLORIDA, PASCO COUNTY, CITY OF NEW PORT RICHEY:

This is to certify that on the 7th day of February, 2017 William Burbridge was duly appointed Police Officer for the New Port Richey Police Department, in and for the City of New Port Richey, according to the laws of the State of Florida and ordinances in such cases made and provided.

**IN WITNESS AND RATIFICATION THEREOF**, we have hereunto set our hands and the Seal of said City, this 7th day of February, 2017.

Mayor: \_\_\_\_\_

Deputy Mayor: \_\_\_\_\_

Council Member: \_\_\_\_\_

Council Member: \_\_\_\_\_

Council Member: \_\_\_\_\_

City Manager: \_\_\_\_\_

### STATE OF FLORIDA, PASCO COUNTY, CITY OF NEW PORT RICHEY:

I, William Burbridge, a citizen of the State of Florida and of the United States of America, and being employed by or an officer of the City of New Port Richey, and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida. And, that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida against all enemies, domestic or foreign; that I will bear true faith, loyalty and allegiance to the same; that I will uphold the Ordinances of the City of New Port Richey, Florida; and that I will faithfully perform all the duties of Police Officer of said City. So help me God.

\_\_\_\_\_  
William Burbridge

Subscribed and sworn to before me this 7th day of February, 2017.

\_\_\_\_\_  
Judy Meyers  
City Clerk



# NEW PORT RICHEY

5919 MAIN STREET • NEW PORT RICHEY, FL 34652 • 727.853.1016

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**TO:** City of New Port Richey City Council  
**FROM:** Debbie L. Manns, City Manager  
**DATE:** 2/7/2017  
**RE:** New Port Richey Main Street, Inc. Quarterly Report

**REQUEST:**

The request is for Council to review the first quarterly report for 2016/2017 provided by New Port Richey Main Street, Inc.

**DISCUSSION:**

Pursuant to Article XI of the Memorandum of Understanding between the City and New Port Richey Main Street, Inc. (NPRMS), each quarter of the calendar year NPRMS is to submit a report to Council detailing its efforts on four points; economic restructuring, promotion, design and organization. NPRMS is also required to submit to Council copies of their monthly financial reports detailing all revenue and expenditures. The report and monthly financial reports for the first quarter 2016/2017 are attached for Council's review.

**RECOMMENDATION:**

The recommendation is for City Council to review the first quarterly report for 2016/2017 from New Port Richey Main Street, Inc.

**BUDGET/FISCAL IMPACT:**

No funding is required for this item.

**ATTACHMENTS:**

Description	Type
☐ New Port Richey Main Street Quarterly Report	Backup Material



Ms. Debbie Manns, City Manager  
City of New Port Richey  
5919 Main Street  
New Port Richey, FL 34652

RE: New Port Richey Main Street Inc.  
Quarterly Report 1<sup>st</sup> Quarter 2016/2017

Dear Ms. Manns,

New Port Richey Main Street, Inc. is presenting for your consideration the Quarterly Report for the period of October, November, December 2016. We have included a narrative from our work in each of the four points of the Main Street approach, the Profit & Loss Statement from October through December 2106, balance sheets for September through December 2016, a photograph of the public art piece/bike racks we are presenting to the city, drawings of the bridge project benches and Facebook statistics from October through December 2016.

We are continually working to fulfill all four points of the National Main Street approach of ORGINAZATION, PROMOTION, DESIGN and ECONOMIC VITALITY.

We thank you for your continued support of the New Port Richey Main Street program and look forward to great things happening for New Port Richey in 2017 and beyond!

Sincerely,

KC Quaretti, Director



## Quarterly Report 1<sup>st</sup> Quarter October, November, December 2016

New Port Richey Main Street, Inc. would like to thank the City of New Port Richey and the City Council for their continued support of the Main Street program. We are continuing to follow the guidelines for the National Main Street four point approach and have included a narrative on each, as well as the 2nd quarter financials, drawings/photos of design projects and online networking statistics.

### PROMOTIONS:

New Port Richey Main Street hosted four events in the second quarter; *Hollywood Horror Night of the Walking Dead* held on October 28th, *Hollywood of the East Festival* held on November 5th, *River Lights Boat Parade & Festival* held on December 2<sup>nd</sup> and 3<sup>rd</sup> and *Main Street Holidays* on December 10<sup>th</sup>, as well as participated with the West Pasco Chamber of Commerce for the *Christmas Tree and Card Lighting Ceremony*. Main Street also paired with the West Pasco Chamber of Commerce for the *Downtown Wreath Contest* which saw twenty-two downtown businesses participating with the online voting portion receiving over one thousand votes!

*Hollywood Horror Night of the Walking Dead* is a small event which predominantly brings additional business to the downtown bars. For this event Main Street hosted a scavenger hunt which required the 47 participants to go from bar to bar or restaurant to restaurant and find answers to questions. The paid participants visited eleven downtown restaurants/bars and received sample/free drinks at eight locations. Main Street also hosted a costume contest which gave cash prizes for the top three zombie costumes and the top three normal Halloween costumes.

*Hollywood of the East*, a first time event celebrating the city's historic connection to Hollywood received excellent reviews from everyone that attended and filled out our event survey! Many event goers arrived in 1920's costumes, great bands and vocal groups played swing music from noon until closing at 11pm. There were dance demonstrations by local youth troupes, belly dancers entertained in between the swing groups, restaurants and pubs were reclassified as Speakeasies and Eliot Ness's nephew even made appearances in all the establishments checking to make sure there was "no alcohol" being served as it was prohibition! 76% of the event visitors rated the event four and five stars out of a possible five stars! Everyone loved the music and Hollywood theme. Suggestions for improvement were more vendors, more seating and more advertising. If the New Port Richey Main Street Board of Directors decides to host the event again we will work to make sure the suggestions given are brought to fruition.

The *River Lights Boat Parade & Festival* was changed up a bit this year with the addition of an Arts & Craft Festival as well as being held in conjunction with the West Pasco Chamber *Christmas Tree & Card Lighting Ceremony* after which everyone was invited to Sims Park for a free Christmas Movie on Friday evening! The actual *River Lights Boat Parade* on Saturday followed a day of Arts & Crafts, visits from Disney's Elsa & Anna, live music prior to the boat parade and more live music after the parade! New Port Richey Main Street planned the River Lights Boat Parade & Festival in conjunction with the West Pasco Business Association which means The Chamber, WPBA and Main Street all worked together to bring

New Port Richey Main Street, Inc. 6345 Grand Blvd. New Port Richey FL 34652 727-842-8066





everything together into one fantastic fun filled two day event! The New Port Richey Police Department was fantastic in helping keep the boats on track and arriving on time for the boat parade and we want to say a special thank you for their help!

*Main Street Holidays* was advertised to be held in Sims Park but because the Amphitheater stage was not available, at the last minute the entire event was changed over to Railroad Square. This did cause quite a bit of last minute confusion for event goers and scrambling to get musicians, stage and sound booked in less than two weeks. But amazingly the event committee, Judy DeBella Thomas, Steve Schurdell and Patti Ammons, got it all done and the Santa Brunch hosted nearly 100 children for a free pancake brunch and visit with Santa, NPR Main Street filled Railroad Square with wonderful Arts & Craft vendors and we only had to do last minute cancellations of the food vendors. Special thanks to Chief Bogart who closed out the evening's entertainment by reading "Twas the Night before Christmas" to the audience.

## DESIGN

The Design Committee has two unique dual purpose art pieces ready for installation that we have donated to the City of New Port Richey. These public art pieces, which are also bike racks and have been crafted by a local sculptor, Marc De Waele whose work has been widely exhibited throughout Europe, who was the 2009 winner of the ArtLoud Exhibition in Tampa and was commissioned by Pepsi to create a seven foot sculpture of a football quarterback out of recycled Pepsi cans that now resides at the Pepsi headquarters in New York City. Please see enclosed photo of the completed art piece/bike rack.

The Design Committee has also been organizing a potential facelift for the building located at 6345 Grand Blvd which will include paint, gutters, awnings and updated landscaping. Bids are being collected for all proposed work and the project is moving forward in a timely manner.

The most ambitious and visually exciting project the Design Committee has ever undertaken is being called the Bridge Project and will transform the entry to our downtown, provide a park like setting directly over the Cotee River, and create a 'bridge' between the east and west downtown areas! The Bridge Project consists of twelve separate seating areas, six on each side of the Main Street Bridge crossing the Cotee River. Each seating area consists of one bench and two planters as shown in the renderings. Each bench is two sided and set at an angle for both privacy and shade, creating twelve beautiful oases for relaxing, communing and enjoying the Beautiful Cotee River. The bench bases are constructed by reusing twelve of the bridge boxes and will be covered with recycled plastic formed into wood like surfaces with industrial strength aluminum enhancements hand crafted by our local sculptor Marc De Waele. Prior to installation the metal sections of the benches and the planters will be Powder Coated in a deep bronze which means the benches and planters will remain looking pristine for decades. The total costs for creating each of the twelve bench areas is \$5,000. The Bridge Project is ready to go and at this point the Design Committee is seeking sponsorships to pay for each seating area. A small tastefully hand crafted sponsor plaque is planned to adorn each bench. New Port Richey Main Street

New Port Richey Main Street, Inc. 6345 Grand Blvd. New Port Richey FL 34652 727-842-8066



Design Committee has only nine SPONSORSHIPS still available at this time. Once the nine remaining sponsors have committed the project will get underway with a projected completion and opening ceremony by the end of 2017.

## ECONOMIC VITALITY

#MyNewPortRichey is the one minute video at the center of New Port Richey Main Street's new marketing campaign promoting the City's many attributes and fostering civic pride as well as promoting New Port Richey as a great place to live, work and play! The only words spoken in the video are "This is my New Port Richey" while residents are doing the things they naturally do! The video has been viewed over 1200 times on the NPR Main Street Facebook and Twitter pages. The video is also front and center on the New Port Richey Main Street home web page and has been uploaded to the Visit Florida attractions page.

The Economic Vitality Committee has the Retail Market Analysis created by the Gibbs Group available to anyone looking to invest or open a business in Downtown New Port Richey. This study is also available to property owners and real estate agents to use as an additional marketing tool for potential new business clients. Property owners Anne Graffy, Jose Cardenas, George Kouskoutis and Tony Betkas have all received information from Main Street on businesses interested in downtown leases, Barbara's Cupcakes, That Little Bakery on Grand, and Hot Locks are three businesses that have sought information from NPR Main Street regarding retail space availability.

We are very excited to be participating in the Main Street Florida Pilot for the **Florida Attraction Finder!** NPR Main Street is one of only eight Main Street cities chosen for this pilot program. This program is a digital product that allows travelers to determine their "best-fit" attraction based on personal preferences. We are hoping that by doing so, it will increase awareness about New Port Richey and will generate tourism to the city. With that in mind, NPR Main Street is working with Visit Florida to repopulate the information and photographs about our city on their web site.

NPR Main Street is continuing to promote and market New Port Richey via our Facebook page which gained over 470 followers this quarter and now totals just over 5400 people who receive our posts in their news feed. Our reach is averaging over 40,000 per month with individual posts ranging between 800 and 2500. New Port Richey Twitter is new and growing slowly. NPR Main street is using online marketing, networking and promotion more and more as it is the way the millennial audience can be reached.

We are continuing to promote New Port Richey events, businesses and the downtown in general whenever possible, including ongoing articles in Gulf Harbors Newsletter, It's Your Home Magazine, the New Port Richey Main Street Newsletter and press releases to local and regional media outlets.



## **ORGANIZATION:**

### ***ORGANIZATION-MEMBERSHIP & DEVELOPEMNT***

New Port Richey Main Street is continuing to build relationships with other stake holders in New Port Richey. The West Pasco Chamber of Commerce, West Pasco Business Association, and Friends of the Hacienda are just three of the organizations Main Street is working with regularly. Meetings are already scheduled for combined efforts in 2017 and Main Street continues to sit on the West Pasco Chamber of Commerce Board of Directors.

NPR Main Street is attending all quarterly and annual State level training meetings, and is up to date on all state Main Street Quarterly reports.

NPR Main Street has installed a calendar on the web site that lists all events in New Port Richey, not just Main Street events, with the intention of becoming the go to place for all downtown event information. We are continuing on with our weekly newsletter highlighting new members and providing information on upcoming events for the week. Again we include not only Main Street events but everything happening downtown.

## **FINANCIALS:**

**Please see attached Reports.**

**Respectfully Submitted on January 12, 2017**

**KC Quaretti**

A handwritten signature in black ink, reading "KC Quaretti". The signature is written in a cursive style with a long horizontal line extending from the end of the name.

**Director New Port Richey Main Street Inc.**

10:25 AM  
01/09/17  
Cash Basis

Greater New Port Richey Main Street Inc.  
**Profit & Loss**  
December 2016

	Dec 16	Oct - Dec 16
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
Donations Received	0.00	250.00
<b>Event Income</b>		
Activity Vendor	225.00	714.25
Arts & Crafter Fees	450.00	1,081.20
Commercial Vendor	231.75	2,517.95
Entry Fees, Other	0.00	1,080.00
Food Vendor	-242.35	2,495.78
Sponsorship	2,750.00	3,475.00
<b>Total Event Income</b>	<b>3,414.40</b>	<b>11,364.18</b>
<b>Lunch and Learn</b>	<b>144.00</b>	<b>312.00</b>
<b>Membership Income</b>	<b>375.00</b>	<b>2,095.00</b>
<b>Total Income</b>	<b>3,933.40</b>	<b>14,021.18</b>
<b>Expense</b>		
Advertising & Promotion	0.00	272.50
Bank Fee	0.00	7.50
Conf.&Workshops	25.00	25.00
Credit Card Fees	128.62	314.40
Design Comm.	275.00	975.00
Dues & Subscriptions	-10.00	189.50
Entertainment Expense	0.00	27.43
<b>Event Expenses</b>		
Event Advertising	540.00	930.19
Event Costs - City	-1,500.00	-1,500.00
Event Entertainment	0.00	900.00
Event Equipment Rental	1,053.11	2,201.56
Event Food & Beverage	324.99	838.81
Event Labor	585.00	685.00
Event MOU City Costs	0.00	2,127.50
Event Permits & Fees	0.00	2,120.00
Event Prizes & Awards	0.00	220.00
Event Security	300.00	1,150.00
Event Supplies	141.04	393.14
<b>Total Event Expenses</b>	<b>1,444.14</b>	<b>10,066.20</b>
<b>Meals &amp; Entertainment</b>	<b>10.51</b>	<b>289.18</b>
<b>Mileage Reimbursement/Parking/T</b>	<b>182.52</b>	<b>182.52</b>
<b>Office &amp; Postage</b>	<b>213.06</b>	<b>239.09</b>
<b>Payroll Expenses</b>		
Payroll Taxes	88.05	280.92
Salaries & Wages	1,151.00	3,491.00

10:25 AM  
01/09/17  
Cash Basis

Greater New Port Richey Main Street Inc.  
**Profit & Loss**  
December 2016

---

	Dec 16	Oct - Dec 16
<b>Total Payroll Expenses</b>	1,239.05	3,771.92
<b>Postage</b>	47.00	58.51
<b>Printing &amp; Copying</b>	0.00	53.37
<b>Supplies</b>	8.56	12.84
<b>Telephone</b>	206.99	621.31
<b>Total Expense</b>	3,770.45	17,106.27
<b>Net Ordinary Income</b>	162.95	-3,085.09
<b>Net Income</b>	<u>162.95</u>	<u>-3,085.09</u>

10:25 AM  
01/09/17  
Cash Basis

Greater New Port Richey Main Street Inc.  
**Balance Sheet**  
As of December 31, 2016

---

Dec 31, 16

**ASSETS**

**Current Assets**

**Checking/Savings**

BB&T Gallery Checking 5,032.78

BB&T Main Street 21,741.15

BB&T Mural Account 500.00

**Total Checking/Savings 27,273.93**

**Total Current Assets 27,273.93**

**Fixed Assets**

**Equipment 6,709.42**

**Furniture & Fixtures 1,310.00**

**Total Fixed Assets 8,019.42**

**TOTAL ASSETS 35,293.35**

**LIABILITIES & EQUITY**

**Liabilities**

**Current Liabilities**

**Other Current Liabilities**

Payroll Liabilities -65.29

**Total Other Current Liabilities -65.29**

**Total Current Liabilities -65.29**

**Total Liabilities -65.29**

**Equity**

**General Fund 38,443.73**

**Net Income -3,085.09**

**Total Equity 35,358.64**

**TOTAL LIABILITIES & EQUITY 35,293.35**

11:22 AM  
12/07/16  
Cash Basis

Greater New Port Richey Main Street Inc.  
**Balance Sheet**  
As of November 30, 2016

---

Nov 30, 16

**ASSETS**

**Current Assets**

**Checking/Savings**

BB&T Gallery Checking 5,032.78

BB&T Main Street 20,420.23

BB&T Mural Account 500.00

Cash on hand 200.00

**Total Checking/Savings 26,153.01**

**Total Current Assets 26,153.01**

**Fixed Assets**

Equipment 6,709.42

Furniture & Fixtures 1,310.00

**Total Fixed Assets 8,019.42**

**TOTAL ASSETS 34,172.43**

**LIABILITIES & EQUITY**

**Liabilities**

**Current Liabilities**

**Other Current Liabilities**

Payroll Liabilities -23.26

**Total Other Current Liabilities -23.26**

**Total Current Liabilities -23.26**

**Total Liabilities -23.26**

**Equity**

General Fund 37,443.73

Net Income -3,248.04

**Total Equity 34,195.69**

**TOTAL LIABILITIES & EQUITY 34,172.43**

8:39 AM  
01/10/17  
Cash Basis

Greater New Port Richey Main Street Inc.  
**Balance Sheet**  
As of October 31, 2016

	Oct 31, 16
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
BB&T Gallery Checking	5,032.78
BB&T Main Street	23,339.29
BB&T Mural Account	500.00
Cash on hand	380.00
<b>Total Checking/Savings</b>	29,252.07
<b>Total Current Assets</b>	29,252.07
<b>Fixed Assets</b>	
Equipment	6,709.42
Furniture & Fixtures	1,310.00
<b>Total Fixed Assets</b>	8,019.42
<b>TOTAL ASSETS</b>	<b><u>37,271.49</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Other Current Liabilities	
Payroll Liabilities	-121.52
<b>Total Other Current Liabilities</b>	-121.52
<b>Total Current Liabilities</b>	-121.52
<b>Total Liabilities</b>	-121.52
<b>Equity</b>	
General Fund	38,443.73
Net Income	-1,050.72
<b>Total Equity</b>	37,393.01
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>37,271.49</u></b>



5:59 PM  
10/11/16  
Cash Basis

Greater New Port Richey Main Street Inc.  
**Balance Sheet**  
As of September 30, 2016

---

Sep 30, 16

**ASSETS**

**Current Assets**

**Checking/Savings**

BB&T Gallery Checking

5,032.78

BB&T Main Street

23,584.11

BB&T Mural Account

500.00

**Total Checking/Savings**

29,116.89

**Total Current Assets**

29,116.89

**Fixed Assets**

**Equipment**

6,709.42

**Furniture & Fixtures**

1,310.00

**Total Fixed Assets**

8,019.42

**TOTAL ASSETS**

**37,136.31**

**LIABILITIES & EQUITY**

**Liabilities**

**Current Liabilities**

**Other Current Liabilities**

**Payroll Liabilities**

-307.42

**Total Other Current Liabilities**

-307.42

**Total Current Liabilities**

-307.42

**Total Liabilities**

-307.42

**Equity**

**General Fund**

10,688.64

**Net Income**

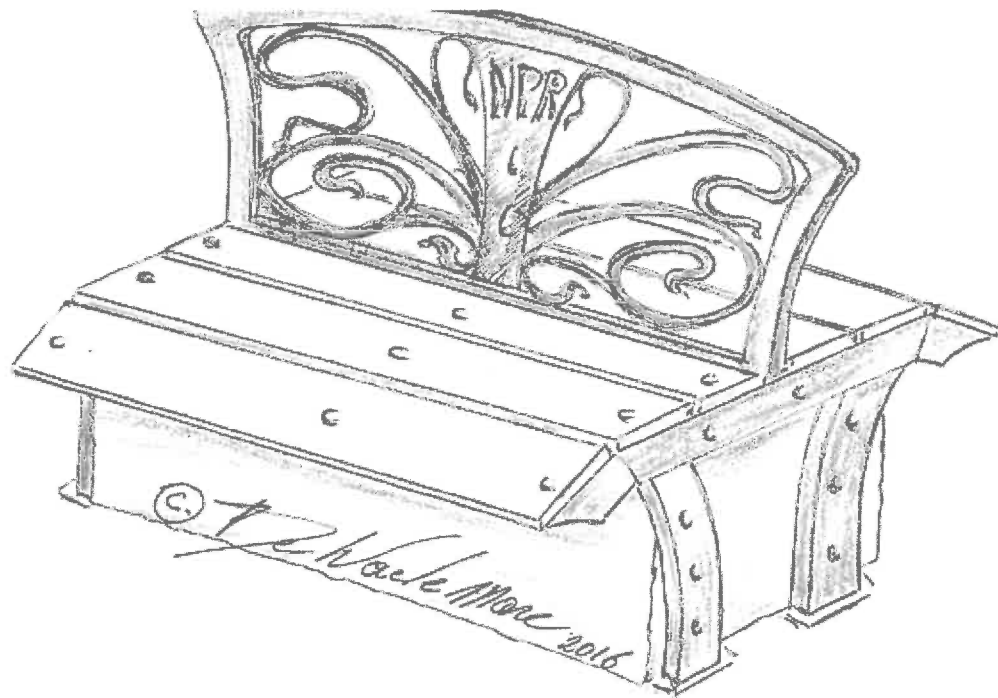
26,755.09

**Total Equity**

37,443.73

**TOTAL LIABILITIES & EQUITY**

**37,136.31**



Rectangular Tube  
6063 T52 - 1" x 2"

Planks

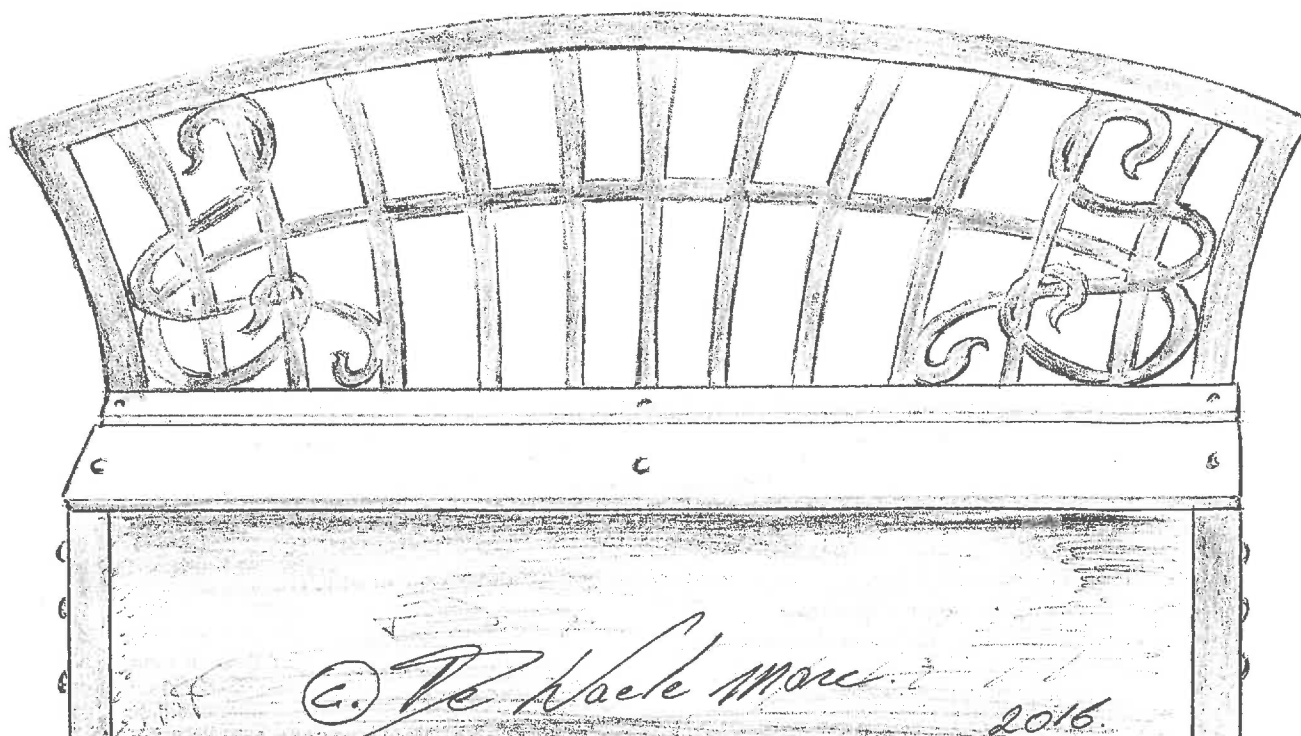
25"

Rectangular Tube  
6061 T6 - 1" x 3"

Composite

© 2016

The Back More







Daily data is recorded in the Pacific time zone.

1W 1M 1Q

Start: 1/10/2016  
End: 31/12/2016



**Post Reach**  
The number of people your posts were served to.

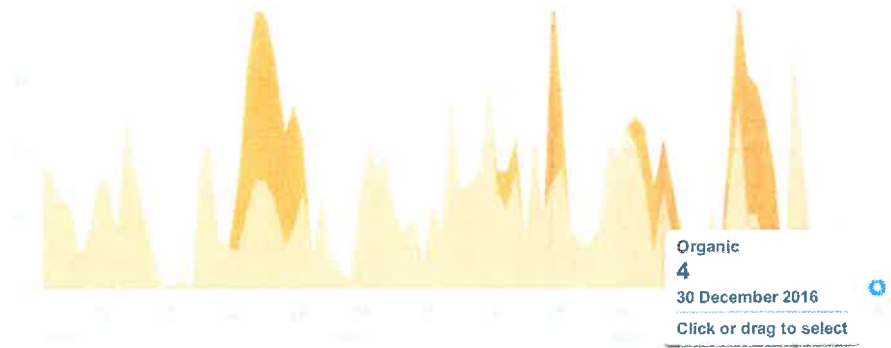
New Port Richey Main Street, Inc.

KC Home, 284

Page Messages Notifications **Insights** Publishing Tools Settings Help ▾

Paid

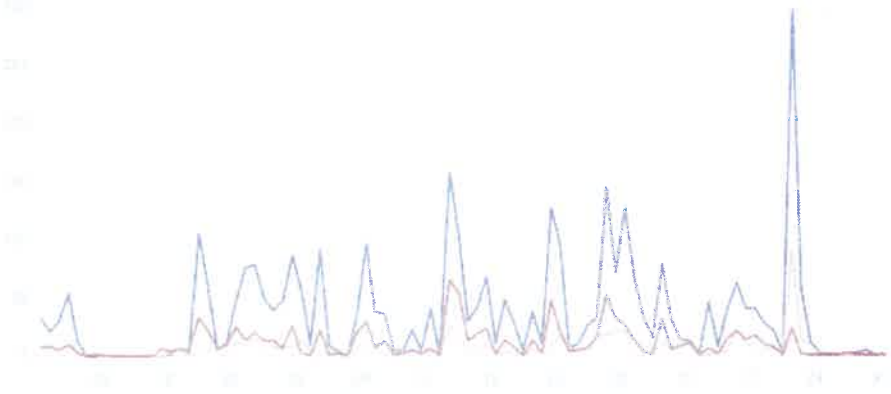
- Overview
- Promotions
- Likes
- Reach**
- Page views
- Actions on Page
- Posts
- Events
- Videos
- People
- Local
- Messages



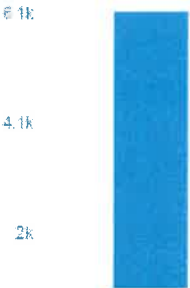
**Reactions, comments and shares**  
These actions will help you reach more people.

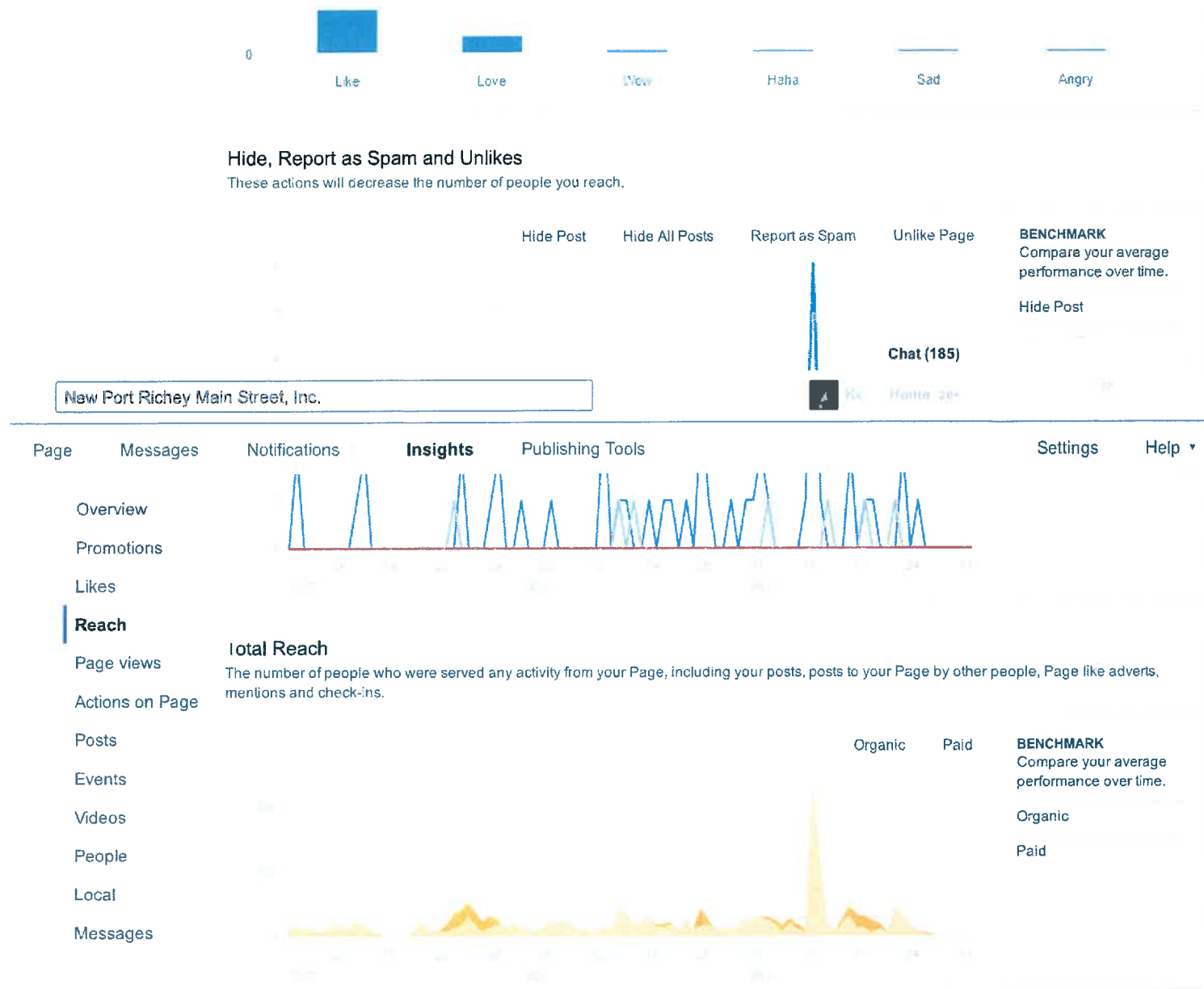
Reactions Comments Shares

**BENCHMARK**  
Compare your average performance over time.  
Reactions  
Comments  
Shares



**Reactions**  
Likes and other ways in which people react to your Page posts.





Date	Lifetime Total likes	Daily New likes	Daily Total reach	28 Days Organic reach	28 Days Total impressions
12/1/16	5185	30	2715	19472	138018
12/2/16	5219	34	2616	20265	141253
12/3/16	5266	49	2971	20927	140963
12/4/16	5273	9	2967	20816	139369
12/5/16	5281	8	2667	20500	134466
12/6/16	5294	17	1643	20329	130327
12/7/16	5304	11	2839	20947	132437
12/8/16	5315	12	1875	21164	132665
12/9/16	5334	22	1083	21333	133523
12/10/16	5395	62	24852	44892	171389
12/11/16	5404	13	13281	53616	187990
12/12/16	5407	5	2738	52883	179365
12/13/16	5410	4	792	51368	174237
12/14/16	5412	3	2723	51041	174969
12/15/16	5423	11	4795	52418	177378
12/16/16	5428	5	3274	51011	174496
12/17/16	5439	11	3140	50914	174595
12/18/16	5441	2	2501	50937	173347
12/19/16	5442	3	2068	50823	171090
12/20/16	5444	2	757	50915	170359
12/21/16	5444	3	4382	51037	176448
12/22/16	5446	2	3827	53524	180432
12/23/16	5447	3	1925	54615	177384
12/24/16	5448	1	723	53933	174160
12/25/16	5447	0	743	53137	173653
12/26/16	5447	0	413	52679	172748
12/27/16	5447	1	37	52436	171068
12/28/16	5447	1	27	52130	168490
12/29/16	5450	4	25	50603	162456
12/30/16	5454	3	73	49904	157359
12/31/16	5453	2	116	48626	150408

<b>Date</b>	<b>28 Days Peop</b>	<b>28 Days Page</b>	<b>28 Days Pa</b>	<b>28 Days Total</b>	<b>28 Days Organ</b>
11/1/16	788	1360	2161	19090	6906
11/2/16	782	1350	2121	18656	6957
11/3/16	785	1354	2107	18315	6864
11/4/16	811	1421	2110	18365	6750
11/5/16	861	1581	2181	18301	6382
11/6/16	879	1650	2234	18592	6351
11/7/16	903	1714	2193	18962	6050
11/8/16	906	1721	2144	18950	5873
11/9/16	912	1731	2144	18881	5780
11/10/16	923	1763	2152	18854	5728
11/11/16	920	1759	2144	18838	5708
11/12/16	929	1806	2144	18921	5738
11/13/16	926	1792	2135	18913	5766
11/14/16	1031	2043	2319	20512	5940
11/15/16	1074	2073	2379	22646	5869
11/16/16	1061	2034	2350	22736	5749
11/17/16	1073	2086	2373	22908	5802
11/18/16	1091	2170	2437	24045	6686
11/19/16	1074	2099	2405	24285	7059
11/20/16	1053	2059	2298	24252	7092
11/21/16	1001	1978	2172	24057	7157
11/22/16	963	1907	1995	21842	7087
11/23/16	943	1906	1910	21431	8020
11/24/16	907	1842	1830	20928	8130
11/25/16	958	1884	1885	21255	8250
11/26/16	985	1942	1855	21613	8285
11/27/16	1003	1953	1875	21920	8582
11/28/16	972	1848	1825	21905	8643
11/29/16	988	1891	1862	22232	8752
11/30/16	1014	1964	1915	22675	8862



Date	Lifetime	Weekly	128 Days	Weekly Tot	28 Days T	Weekly Or	28 Days Or	28 Days	Daily Tot	Weekly	28 Days To
	Lifetime:	Weekly:	128 Days:	Weekly:	The 28 Days: T	Weekly: Th	28 Days: Th	28 Days:	Daily:	The Weekly:	28 Days: Th
10/20/16	4923	402	1632	4235	14938	4235	14938	0	1450	8905	56446
10/21/16	4928	431	1628	4560	15182	4560	15182	0	1842	10532	57356
10/22/16	4933	520	1684	5432	15296	4396	14260	1036	2718	13113	58717
10/23/16	4942	711	1847	6966	16381	4386	13801	2580	5486	18272	63618
10/24/16	4954	907	2038	8835	17779	4600	13544	4235	8364	26510	71447
10/25/16	4962	947	2127	10895	20125	5324	14554	5571	10175	33650	77263
10/26/16	4969	1005	2231	11520	20952	5111	14543	6409	6057	36092	81047
10/27/16	4982	1107	2246	11952	20322	5012	13382	6940	2863	37505	80570
10/28/16	4988	1209	2273	12847	20657	5072	12882	7775	5312	40975	83406
10/29/16	4995	1262	2258	13136	20543	5104	12448	8095	4669	42926	85180
10/30/16	4998	1093	2219	12410	19876	5024	11781	8095	2362	39802	84625
10/31/16	4999	988	2237	11714	19427	5420	11332	8095	9071	40509	91374
11/1/16	5002	791	2161	9397	19090	4560	10995	8095	9627	39961	99151
11/2/16	5004	678	2121	7676	18656	4161	10561	8095	6210	40114	104250
11/3/16	5007	572	2107	6637	18315	4327	10220	8095	3629	40880	106397
11/4/16	5009	485	2110	5554	18365	4835	10270	8095	1985	37553	105437
11/5/16	5022	461	2181	5452	18301	5452	10206	8095	7448	40332	110050
11/6/16	5027	525	2234	5783	18592	5783	10497	8095	8271	46241	116692
11/7/16	5027	492	2193	6155	18962	6155	10867	8095	10455	47625	121372
11/8/16	5027	489	2144	6060	18950	6060	10855	8095	6490	44488	124693
11/9/16	5031	492	2144	5992	18881	5992	10786	8095	2825	41103	125718
11/10/16	5032	513	2152	6068	18854	6068	10759	8095	2349	39823	127113
11/11/16	5037	470	2144	5655	18838	5655	10743	8095	706	38544	127604
11/12/16	5041	353	2144	4655	18921	4655	10826	8095	8119	39215	135586
11/13/16	5046	250	2135	4112	18913	4112	10818	8095	6006	36950	141265
11/14/16	5049	444	2319	6026	20512	6026	12417	8095	13681	40176	154820
11/15/16	5059	651	2379	8424	22646	8424	14551	8095	6461	40147	158246
11/16/16	5068	706	2350	9074	22736	9074	14641	8095	3783	41105	158414
11/17/16	5073	703	2347	9229	22692	9229	14597	8095	1596	40352	158560



# NEW PORT RICHEY

5919 MAIN STREET • NEW PORT RICHEY, FL 34652 • 727.853.1016

**TO:** City of New Port Richey City Council  
**FROM:** Elaine D. Smith, CPRP, Director of Parks and Recreation  
**DATE:** 2/7/2017  
**RE:** Parks and Recreation Advisory Board Minutes - December 2016

**REQUEST:**

The request before City Council is to review the attached Minutes from the December 2016 Parks and Recreation Advisory Board Meeting.

**DISCUSSION:**

The Parks and Recreation Advisory Board meets monthly. The attached is from the boards December 13, 2016 meeting. The Minutes were only reviewed at this meeting because of no quorum due to personal situations among several members causing them to miss the meeting.

The December 13, 2016 Minutes were reviewed at the January 10, 2017 Advisory Board Meeting and were submitted for the next available City Council meeting on February 7, 2017.

**RECOMMENDATION:**

The recommendation before City Council is to review and accept the attached Minutes.

**BUDGET/FISCAL IMPACT:**

None.

**ATTACHMENTS:**

Description	Type
❏ December Advisory Board Minutes	Cover Memo

# **PARKS & RECREATION BOARD MEETING**

December 13, 2016

The regular meeting of the Parks & Recreation Advisory Board was called to order at the Recreation & Aquatic Center at 7:30am on Tuesday, December 13, 2016. Chairman David Schrader, and Board Members Carolyn Marlowe, Greg Giordano, Dana Suiters, Joy Phillips, Rob Oman, new alternate member Elizabeth Giordano, and staff liaison Elaine Smith were in attendance.

The November 8, 2016 meeting minutes were unanimously approved.

New alternate member, Elizabeth Giordano was welcomed onto the Advisory Board.

## **OLD BUSINESS:**

- Meeting with downtown restaurants - 15 were invited, only 4 attended, & 2 others responded, but were unable to attend. The ones that attended the meeting are very excited about being able to participate in community nights and movie nights at Sims Park. They will not be allowed to sell alcohol; only food items.
- James E. Grey Preserve - 14 Acres - The design phase is moving forward; parking area, trails, no restrooms for now (may be phased in later).
- Sims Park Playground Surface Repair - The hole has been filled in, but doesn't match because the mixture was not right. The company will return to put the right mixture in and complete the repair.
- Parks Master Plan Up-date - The surveys are done and there has been very good support at the meetings. There were about 33 in attendance at the public meeting, and they represented a good cross-section of those that use all of the Park facilities.
- 2017 Sims Park Calendar with Black-out Dates (distributed) - The black-out dates are for preventative maintenance and recovery at the park.
- Children's Winter Art Show - 500 pieces of art were displayed on the pool deck, Christmas music was playing, there were arts & crafts, and free hot chocolate. Santa had giveaways for the children, and the Red Apple School sold artwork. Next year, the art and music teachers at the schools will be contacted at the beginning of the school year.

### NEW BUSINESS:

- Group Holiday Card Photo - to be done after the meeting; holiday card passed around for signatures of Board members.
- Advisory Board Member Renewals - Carolyn and Justin have re-applied and their renewals are on the December Council meeting Agenda.
- Welcome New Advisory Board Member, Elizabeth Giordano - Elizabeth was introduced and welcomed again to the Board.
- Membership Drive/Sale on Annual Memberships (flyer with prices listed was distributed) - More memberships are sold during the membership drives than the rest of the year. Shirts are a little bit different this year for 10-year Anniversary, and are of a nice quality.
- Summer Concerts Confirmed - All 4 concerts have been booked; music rights licenses are being finalized.
- Infant Swings - Research is being done regarding fall zones to find a way to put infant swings in Sims Park.
- Grey Preserve - The old dock at the new kayak launch has a broken board and is unsafe; Elaine will have that addressed and repaired today.

### SPECIAL EVENTS

- Winter Fest is this Saturday, December 17th: 4-6pm - We are expecting a large turn-out; 600 have expressed interest on Facebook (flyer was distributed). Elsa and Olaf will be making an appearance (friends of Selma's) for free; Mr. and Mrs. Claus will do giveaways; reindeer food will be given out, 3D glasses (example distributed) will be given away, Arts & Crafts are available for the children to do; 3 snow slides and other games and activities to do for \$5 admission.
- Family Movie Night "Frozen" will be shown at the RAC (following Winter Fest) at 6pm.
- Family Movie Night on January 14th will be back in Sims Park.
- Parks Master Plan - Work Session - January 24th: 6pm - The Steering Committee will meet at 1pm and hear the findings; City Council will hear them at their meeting that same evening at 6pm.

VOX POP

The holiday photo was taken in the hallway lobby at the RAC.  
Next meeting will be held Tuesday, January 10th at 7:30am.  
The meeting was then adjourned at 8:15am.

Respectfully submitted,

*Carolyn Marlowe*

Carolyn Marlowe  
P & R Adv. Bd. Secretary

BMB: dcf



# NEW PORT RICHEY

5919 MAIN STREET . NEW PORT RICHEY, FL 34652 . 727.853.1016

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**TO:** City of New Port Richey City Council  
**FROM:** Crystal S. Feast, Finance Director  
**DATE:** 2/7/2017  
**RE:** Purchases/Payments for City Council Approval

**REQUEST:**

The City Council is asked to review the attached list of purchases and expenditures and authorize payment.

**DISCUSSION:**

Section 2-161 of the City's Code of Ordinances requires approval by the City Council for purchases and payments in excess of \$25,000.

**RECOMMENDATION:**

It is recommended that the City Council authorize the payment of the attached list of purchases and expenditures.

**BUDGET/FISCAL IMPACT:**

The purchases and expenditures presented have already been budgeted for. Expenditures will be included in the fiscal year-end reporting.

**ATTACHMENTS:**

Description	Type
☐ Purchases/Payments for City Council Approval	Backup Material

PURCHASES/PAYMENTS FOR CITY COUNCIL APPROVAL

<u>Barth Associates LLC</u>	\$27,040.00
Project: City of New Port Richey Parks and Recreation Master Plan	
64% of work completed	
Invoice #3 – RFQ 16-015	

RECURRING EXPENDITURES OVER \$25,000

Tampa Bay Water	\$137,456.71
Public Risk Management (Property and Casualty Ins.)	109,387.00
Duke Energy (November Services)	98,956.41
Bank of America (Purchasing Card Transactions)	45,153.44
Fiduciary Trust Intl. of the South (Police Pension 01/12/2017)	44,382.06
Merrell Bros. Inc. (Sludge Hauling)	28,844.40



# NEW PORT RICHEY

5919 MAIN STREET . NEW PORT RICHEY, FL 34652 . 727.853.1016

**TO:** City of New Port Richey City Council

**FROM:** Lisa L. Fierce, Development Director

**DATE:** 2/7/2017

**RE:** Second Reading, Ordinance #2016-2095: Comprehensive Plan Amendment - Downtown and Downtown Core Categories

**REQUEST:**

Council is to conduct a second and final public hearing of the ordinance.

**DISCUSSION:**

This item had its first reading on November 1, 2016. This ordinance is before you for a second and final public hearing.

As the City continues its efforts to encourage and incentivize redevelopment downtown, amendments to the Downtown (D) and Downtown Core (DC) future land use categories are recommended. Specifically, an increase in residential density is needed to support the proposed Residences at Orange Lake development, which carries a combination of the D and DC Categories. The D Category allows a maximum residential density of 15 units per acre. It encompasses approximately 73 acres and is located between Sims Lane and Indiana Avenue to the north, US Highway 19 to the west, Harrison Street to the east and Delaware Avenue to the south. Last year, the DC Category was established with a maximum residential density of 30 units per acre. The area designated DC is located in the heart of downtown, located south of Central Avenue, north of Missouri Avenue, east of River Road and west of Adams Street.

The Staff proposes to increase the maximum densities for both, while maintaining the same 2:1 proportion between them. The proposal includes increasing the density in the D Category from 15 to 20 dwelling units per acre and the DC category from 30 to 40 dwelling units per acre. The City is eager to encourage higher-density residential development downtown, in order to foster increased demand for goods and services provided downtown, including the existing and recently-opened restaurants and retail businesses, as well as a wider range of businesses in the future. The refurbishment of Sims Park provides an excellent recreational amenity within walking distance for downtown residents. Providing more residential options downtown and generating demand for commercial spaces is key to making downtown a complete urban center where people live, work, shop and socialize.

These proposed residential densities are similar to the maximum residential densities allowed in the downtowns of similarly-size cities in the region, as indicated in the following table:

Comparable Cities		
City	Population (2010 Census)	Downtown Residential Density
Dade City	6,437	20 du/ac
Zephyrhills	13,288	1.25 FAR with bonuses, form based code
Safety Harbor	16,884	15 du/ac
Oldsmar	13,591	30 du/ac
Largo	77,648	50 du/ac
Tarpon Springs	23,484	1.25 FAR, form based code
Pinellas Park	49,079	15 du/ac without bonuses, 25 du/ac with bonuses
Dunedin	35,321	30 du/ac



St. Pete Beach	9,346	24 du/ac with mixed use development
Clearwater	107,685	70 du/ac
St. Petersburg	244,769	8.0 FAR plus bonuses, no density maximum

The cities of Zephyrhills and Tarpon Springs have adopted form-based development codes for their downtowns, establishing a floor area ratio intensity standard of 1.25. A floor area ratio of 1.25 yields 54,450 square feet of development per acre. With an average residential unit size of 1,200 square feet, this would yield a density of 45 units per acre.

The Staff proposes to further amend the D category to encourage, rather than require, ground floor retail uses in residential developments. A lack of flexibility on a project-by-project basis may deter some proposals of higher-density residential development downtown.

The DC Category regulations make reference to the category's "former land use designation." The proposed amendments clarify that the former land use designation was the D Category.

From a public infrastructure perspective, having residents located closer to goods and services downtown provides opportunities to reduce vehicle miles traveled and to reduce traffic congestion. The City has made significant investments in the public realm in downtown, including streets, sidewalks, parks and civic spaces, which make walking and biking safer and more comfortable and provide pedestrians and cyclists with multiple destinations in close proximity.

The City has established a Transportation Concurrency Exception Area (TCEA) in the downtown, which includes the DC Category. The purpose of it is to reduce the potential negative impacts that transportation concurrency requirements would have on the City's efforts to encourage and attract redevelopment efforts downtown, such as requiring additional traffic lanes to accommodate an increase in vehicle trips generated by new development. Higher-density residential development is appropriately located downtown where residents can rely on transportation modes other than the car, such as Pasco County Public Transportation (PCPT) transit buses, walking and cycling. Downtown is served by PCPT Route 14. Maintaining the grid street system is a key component in the TCEA.

The proposed new language is shown with underlining and deleted language is shown with ~~strikethrough~~.

#### **Compatibility with Comprehensive Plan:**

The proposal is consistent with the following Comprehensive Plan objectives and policies:

- FLU Table 1.1.3 – (The purpose of the Downtown future land use category is to) (p)rovide a mix of housing that responds to the City's changing household demographics (e.g., age, household formation/size, income, etc.).
- FLU Table 1.1.3 – In addition to those purposes identified for the Downtown future land use category, the purpose of the Downtown Core category is to:
  - o Encourage the best use of the premium location and to strengthen the city's core.
  - o Provide for a critical mass of residential and non-residential uses that support a resilient and sustainable urban center.
  - o Provide for a functional mix of downtown-appropriate development that offers a high-quality public realm with interesting places to live, work, and socialize.
- FLU Policy 1.2.2 – The City shall encourage a balanced land use mix providing for a variety of housing styles, densities and open space.
- FLU Policy 1.4.1 - The City shall continue to require development to be located in areas where urban services are available or will be provided while maintaining the adopted level of service standards concurrent with the impacts of development as outlined in the Capital Improvements Element, or otherwise comply with the policy requirements for by the Transportation Concurrency Exception Area as related to mobility improvements.
- FLU Policy 1.4.8 - The City shall discourage amendments to the Future Land Use Map which would reduce the efficient functioning of transportation facilities. The designated Transportation Concurrency Exception Area shall meet this requirement through implementation of the TCEA strategies set forth in the Transportation Element that prioritize multimodal mobility.
- FLU Policy 1.4.9 - Through enforcement of the Land Development Code regulations, the City shall continue to ensure that the transportation facilities function safely and effectively to meet the level of service

requirements within the Transportation and Capital Improvements elements or the provisions of the Downtown Transportation Concurrency Exception Area by:

- (c) Locating higher intensity uses where transportation facilities and services can provide the most efficient access.
- (e) Implementing the objective and policies of the Transportation Concurrency Exception Area in the Transportation Element.
- FLU Goal 2 - To establish Transportation Currency Exception Areas to reduce the adverse impact transportation concurrency may have on urban infill development, redevelopment and the achievement of the City's redevelopment goals, and to encourage a wide range of planning strategies for enhancing livability and overall quality of life in the City.
- FLU Objective 2.1 - Designate Downtown New Port Richey as a Transportation Concurrency Exception Area (TCEA) to reduce the adverse impact transportation concurrency may have on the achievement of New Port Richey Redevelopment Plan goals and objectives, and to implement and fund mobility, urban design, mixed uses and network connectivity strategies to address transportation needs within the Downtown TCEA.
- LIV Policy 2.5.8 – Maintain and periodically review height and density maximums to discourage single uses that represent the inefficient use of land and public facilities and are not consistent with the size and scale of the surrounding neighborhood.
- TRA Goal 3 - To establish and designate the Downtown redevelopment area as a Transportation Concurrency Exception Area (TCEA) to reduce the adverse impact transportation concurrency requirements may have on urban infill and redevelopment, and the achievement of the City's redevelopment goals and to implement and fund mobility, urban design, mixed-uses and network connectivity strategies to address transportation needs within the Downtown TCEA.
- TRA Policy 3.1.3 - The Downtown TCEA will become more pedestrian-oriented through mixed-use development utilizing urban design principles including, but are not limited to:
  - a. clustered densities to preserve open space and enhance multi-modal opportunities,
  - b. transit-oriented densities and/or intensities,
  - c. building placement/build-to lines

**RECOMMENDATION:**

Staff recommends approval of this ordinance. The Land Development Review Board recommended approval at its October 20, 2016 meeting. The ordinance has been reviewed by the State Department of Economic Opportunity; there was no objection to the amendment.

**BUDGET/FISCAL IMPACT:**

None

**ATTACHMENTS:**

Description	Type
❑ Ordinance #2016-2095	Ordinance
❑ LDRB Minutes, October 20, 2016	Backup Material
❑ Downtown & Downtown Core Map	Backup Material

ORDINANCE # 2016-2095

AN ORDINANCE AMENDING THE CITY OF NEW PORT RICHEY COMPREHENSIVE PLAN; AMENDING TABLE FLU 1.1.3 TO INCREASE MAXIMUM RESIDENTIAL DENSITY IN THE DOWNTOWN (D) FUTURE LAND USE CATEGORY FROM 15 DWELLING UNITS PER ACRE TO 20 DWELLING UNITS PER ACRE, TO INCREASE MAXIMUM RESIDENTIAL DENSITY IN THE DOWNTOWN CORE (DC) FUTURE LAND USE CATEGORY FROM 30 DWELLING UNITS PER ACRE TO 40 DWELLING UNITS PER ACRE, TO ENCOURAGE GROUND FLOOR RETAIL USES IN THE DOWNTOWN FUTURE LAND USE CATEGORY AND TO CLARIFY THAT PORTIONS OF THE DOWNTOWN CORE FUTURE LAND USE CATEGORY HAD BEEN DESIGNATED WITH THE DOWNTOWN FUTURE LAND USE CATEGORY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3161 et. Seq., Florida Statutes (1987) established the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, Section 163.3167, Florida Statutes, requires each municipality in the State of Florida to prepare and adopt a Comprehensive Plan as scheduled by the state land planning agency; and

WHEREAS, the City of New Port Richey has adopted a Comprehensive Plan pursuant to the Growth Management Act of 1985; and

WHEREAS, the City recognizes a need for downtown resiliency and sustainability; and

WHEREAS, the City seeks downtown development that is compatible with surrounding areas; and

WHEREAS, the subject area is fully and adequately served by public facilities and services including significant downtown recreational, cultural, and civic assets; and

WHEREAS, the request would not increase the population in the Coastal High Hazard Area as anticipated by the adopted Future Land Use Map; and

WHEREAS, the City adopted Ordinance #2015-2052 to establish the DC, Downtown Core Plan Category, to allow for a higher density of 30 dwelling units per acre; and

WHEREAS, the City finds that increasing the Downtown Plan Category maximum density to 20 dwelling units per acre and the Downtown Core Plan Category maximum density to 40 dwelling units per acre are necessary to encourage and accommodate proposed development in the City's downtown; and

WHEREAS, the Local Planning Agency of the City of New Port Richey held a duly noticed public hearing on October 20, 2016, in accordance with the procedures in Chapter 163, Part II, Florida Statutes, on the proposed Comprehensive Plan amendment and considered the findings and advise of staff, citizens and all interested parties submitting written and oral comments and has recommended adoption to the City Council; and

WHEREAS, the Local Planning Agency recommended the City Council transmit the subject Expedited State Review Comprehensive Plan amendment to the Florida Department of Economic Opportunity for its review and comment; and

WHEREAS, the City Council of the City of New Port Richey finds and declares that this amendment is consistent with the adopted Comprehensive Plan.

NOW, THEREFORE THE CITY OF NEW PORT RICHEY, FLORIDA HEREBY ORDAINS:

**SECTION I.** That Future Land Use Element Table FLU 1.1.3 is hereby amended as set forth below:

Table FLU 1.1.3 Future Land Use Map Categories New Port Richey 2030 Comprehensive Plan				
FLUM Category	Purpose	Uses		Gross Density/Intensity and Locational Criteria
		Primary	Secondary	
MIXED USE CATEGORIES				
Downtown (D)	<ul style="list-style-type: none"><li>• To encourage and maintain the redevelopment of Downtown as the financial, commercial, governmental, cultural and recreational center of West Pasco through continued enhancement to its multi-modal accessibility, appearance, historic resources, utilization and facilities.</li><li>• Provide a mix of housing that responds to the City’s changing household demographics (e.g., age, household formation/size, income, etc.).</li></ul>	<ul style="list-style-type: none"><li>• Residential</li><li>• Transient Accommodation</li><li>• Office</li><li>• Retail</li><li>• Public/ Semi-Public</li><li>• Recreation/ Open Space</li></ul>	<ul style="list-style-type: none"><li>• Residential Equivalent<sup>1</sup></li><li>• Urban Agriculture<sup>4</sup></li></ul>	<ul style="list-style-type: none"><li>• Residential: A range from 5.0-<u>20.0</u> <del>15.0</del> dwelling units per acre</li><li>• Intensity: A range from 0.0-2.0 FAR.</li><li>• Residential Equivalent: Maximum of 2.0 beds per residential density per acre.</li><li>• Sites greater than 1.0 acre shall be required to incorporate a residential component.</li><li>• <u>Ground floor retail uses are encouraged. Residential developments shall include ground floor retail uses.</u></li></ul>
Downtown Core (DC)	<p>In addition to those purposes identified for the Downtown future land use category, the purpose of the Downtown Core category is to:</p> <ul style="list-style-type: none"><li>• Encourage the best use of the premium location and to strengthen the city’s core.</li><li>• Provide for a critical mass of residential and</li></ul>	<ul style="list-style-type: none"><li>• Residential</li><li>• Transient Accommodation</li><li>• Retail</li><li>• Service</li><li>• Office</li></ul>	<ul style="list-style-type: none"><li>• Public/ Semi-Public</li><li>• Recreation/ Open Space</li><li>• Residential Equivalent<sup>1</sup></li><li>• Urban Agriculture<sup>4</sup></li></ul>	<ul style="list-style-type: none"><li>• Residential: 10 – <u>40.0</u> <del>30.0</del> dwelling units per acre.</li><li>• Intensity: 0.0 - 2.0 FAR.</li><li>• Residential Equivalent: Maximum of 2.0 beds per residential density per acre.</li><li>• Sites greater than 1.0 acre are required to incorporate a residential component.</li><li>• Ground floor retail uses are encouraged.</li><li>• Sites located within the</li></ul>

	non-residential uses that support a resilient and sustainable urban center. <ul style="list-style-type: none"> <li>• Provide for a functional mix of downtown-appropriate development that offers a high-quality public realm with interesting places to live, work, and socialize.</li> </ul>			Coastal High Hazard Area may not include a residential component that is greater in density than allowed by the <u>Downtown Plan Category</u> <del>site's former land use designation</del> unless development rights for the additional increment of density have been approved through the City's Coastal Transfer of Development Rights program. <ul style="list-style-type: none"> <li>• Any increase in density exceeding that permitted by a site's existing zoning must be based, in part, upon a finding that the proposed change is compatible with the existing uses, density, intensity, and scale of development in the surrounding area.</li> </ul>
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**NOTES:** *(excerpt)*

1. Residential Equivalent: A residential-like accommodation other than a dwelling unit, including group home, congregate care, nursing home, and comparable assisted living facilities.
4. Urban Agriculture: Agricultural activity, including the cultivation, processing and distribution of plants and other food products. This use may include horticulture, indoor crop production (including aeroponic, aquaponic or hydroponic systems) and wholesale and/or retail sales. The raising and processing of livestock is prohibited.

**SECTION II. Severability.** If any phrase or portion of this Ordinance, or the particular application thereof, shall be held invalid or unconstitutional by any court, administrative agency or other body with appropriate jurisdiction, the remaining section, subsection, clauses or phrases and their application shall not be affected thereby.

**SECTION III. Incorporation Into Comprehensive Plan.** Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of New Port Richey Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

**SECTION IV. Effective Date and Legal Status of the Plan Amendment.** This Ordinance shall become effective as provided by law.

The above and foregoing ordinance was read and approved on first reading at the duly convened meeting of the City Council of the City of New Port Richey, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
 The above and foregoing ordinance was read and approved on second reading at the duly convened meeting of the City Council of the City of New Port Richey, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

(SEAL)

CITY OF NEW PORT RICHEY,  
FLORIDA

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Judy Meyers, City Clerk

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Rob Marlowe, Mayor-Council Member

APPROVED AS TO LEGAL FORM AND CONTENT

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Timothy P. Driscoll, City Attorney

Property Location: 10.21 acres located on the west side of U.S. Highway 19, approximately 1,070 feet north of Trouble Creek Road.  
 Applicant: Hyundai of New Port Richey, 4727 U.S. Highway 19, New Port Richey, FL 34652.  
 Representative: Roland P. Dove, Spring Engineering, Inc.  
 Request: Review and recommendation of land use plan amendment from HDR-30, High Density Residential Category to HC, Highway Commercial Category amendment (Ordinance #2016-2098).

Mr. Mettler provided a PowerPoint presentation outlining the request. The subject site is 10.21 acres located on the west side of US Highway 19. The site is vacant. The applicant requests a land use plan amendment from the HDR-30, High Density Residential Category to the HC, Highway Commercial Category in order to develop the site with an inventory car lot associated with the car dealership to the east. The site is designated with the HC zoning district. The proposed inventory car lot site plan is under review by the Development Review Committee. He noted that the Comprehensive Plan has policies encouraging such commercial uses along U.S. Highway 19 and discouraging residential uses in the Coastal High Hazard Area (within which this site is located).

Mr. Smith asked if there would be water retention issues associated with the property. Mr. Mettler indicated that issue will be addressed through the Development Review Committee's site plan review process.

Dr. Cadle noticed that the property contains a large number of trees. He asked how that would be addressed. Mr. Mettler said that the City regulations will require the applicant either pay into a tree inventory fund or replace the trees as part of its development plan.

Board Member Maysilles made the motion to recommend approval of the application which was seconded by Board Member Michel. Roll call vote: Parrillo, yes; Smallwood, yes; Smith, yes; Maysilles, yes; Cadle, yes; Michel, yes; and Moran, yes. The motion carried 7-0.

#### **IV. Comprehensive Plan Amendment CMP2016-02:**

Case: Comprehensive Plan Amendment CMP2016-02 – Downtown and Downtown Core Categories Revised.  
 Applicant: City of New Port Richey, Debbie L. Manns, City Manager, 5919 Main Street, New Port Richey, FL 34652.  
 Request: Review and recommendation of an amendment to the Comprehensive Plan increasing the residential densities in the Downtown and Downtown Core Categories (Ordinance #2016-2095).

Mr. Mettler provided a PowerPoint presentation outlining the request. The request is for text amendments to the Future Land Use Element of the City's Comprehensive Plan, to increase the residential densities in the Downtown and Downtown Core Categories and provide two other minor text changes. The proposal increases the Downtown Category's residential density from 15 to 20 units per acre and the Downtown Core Category's residential density from 30 to 40 units per acre. The increased density standards are intended to encourage redevelopment downtown and to support the proposed Residences at Orange Lake development, which is designated with these two Categories. He mentioned that the site is located within the City's Transportation Concurrency Exception Area (TCEA), which anticipates that with denser development, residents will use means other than vehicles to travel, including walking, cycling and using transit service.

Mr. Mettler displayed a map showing the location of the two categories in downtown New Port Richey. He also pointed out the location of the proposed Residences at Orange Lake development. Mr. Mettler indicated the proposed densities are similar to the maximum residential densities allowed in the downtowns of cities of comparable size in the region.

Mr. Mettler explained the other changes include amending the Downtown Category to encourage, rather than require, ground floor retail uses in residential developments. The last proposed amendment clarifies that the Downtown Core Category was previously designated with the Downtown Category.

Mr. Maysilles asked if the 40 units per acre density standard assumed a smaller unit size. Mr. Mettler affirmed, indicating it assumed a 1,200 square foot unit size.

Mr. Smallwood asked about a height limit. Mr. Mettler indicated the Code has a maximum height limit downtown of five stories or 50 feet.

Ms. MacDonald asked how the vehicle parking demands will be addressed. Mr. Mettler indicated that the City's Code regulations establish minimum parking standards which are required to be address through the site plan approval process. He noted that more populous cities, where residents are not so reliant on vehicles for transportation, have moved to maximum parking standards.

Ms. Moran asked if the setbacks downtown would change. Mr. Mettler said he anticipated no change to the current setback regulations, which refer to adjacent building setbacks and may be zero lot line setbacks.

Mr. Smith asked if the Main Street Landing development would be affected by the proposed amendment. Mr. Mettler noted that Main Street Landing received a rezoning approval last year, which addressed the project's maximum density. Ms. Fierce noted that the rezoning approval included the site receiving Coastal Transferable Development Rights (TDRs). Mr. Mettler noted that the establishment of the Downtown Core Category was established in part to accommodate the Main Street Landing development.

Board Member Maysilles made the motion to recommend approval of the application which was seconded by Board Member Parrillo. Roll call vote: Moran, yes; Cadle, yes; Parrillo, yes; Michel, yes; Maysilles, yes; Smith, yes; and Smallwood, yes. The motion carried 7-0.

**V. Adjourn:**

Ms. Fierce thanked the Board Members for attending the meeting and said the next meeting of the Board will be November 17th. She distributed two flyers: one announcing an online opinion survey regarding signs in the City and the other an opportunity to vote for Sims Park, which has been nominated for the American Planning Association's Great Places People's Choice Award.

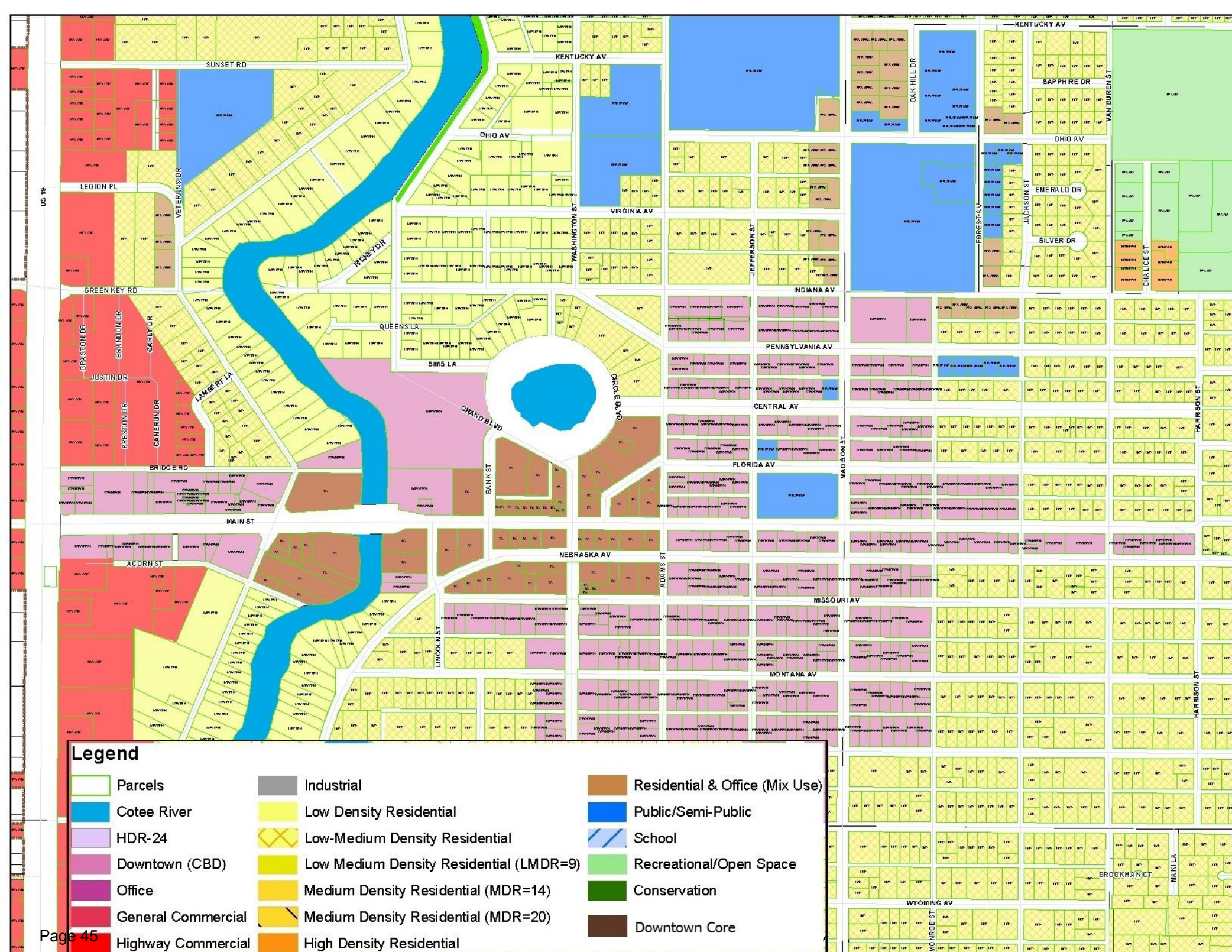
The meeting adjourned at 2:20 p.m.

Respectfully submitted,



Chris Mettler, Senior Planner









# NEW PORT RICHEY

5919 MAIN STREET . NEW PORT RICHEY, FL 34652 . 727.853.1016

**TO:** City of New Port Richey City Council  
**FROM:** Crystal S. Feast, Finance Director  
**DATE:** 2/7/2017  
**RE:** Second Reading, Ordinance 2017-2105 & Amendments to the Utility Asset Acquisition Agreements

**REQUEST:**

Ordinance No. 2017-2105, which authorizes the issuance of the Water & Sewer Revenue Bond, Series 2017A, is being brought before you to conduct another second reading and authorization.

By way of a separate vote, the City Council is also being asked to approve the amendments to the Utility Asset Acquisition Agreements, which establish a new closing deadline of February 10, 2017.

**DISCUSSION:**

As you know, the issuance of the Water & Sewer Revenue Bond, Series 2017A, is to purchase 3 utility systems, namely Lakewood Villas, Barbara Ann Acres, and Silver Oaks. On November 15, 2016, the City Council approved Resolution No. 2017-03, which authorized the acquisition of these 3 utility systems.

On January 3, 2017, City Council conducted a second reading Ordinance No. 2017-2105 and approved the issuance of the above mentioned bond. However, subsequently, it was discovered that, due to miscommunication between the local newspaper and city staff, the public notice of the reading on January 3, 2017 didn't reach residents properly. Since then, proper public notice has been made notifying residents of tonight's reading.

This small technical error resulted in the following changes:

- The closing of the debt has been deferred until February 10, 2017, which allows for time to get the public notice out and have City Council reconsider the Ordinance. The original closing date was January 20, 2017.
- Amendments to the Utility Asset Acquisition Agreements are needed – these amendments simply extend the closing date deadline in the agreements to February 10, 2017.

There will be no changes to the terms and conditions of the financing and the interest rate will remain the same at 2.53%, which is still significantly lower than the current market rate.

**RECOMMENDATION:**

It is recommended that the City Council conduct another second reading of and approve Ordinance No. 2017-2105, which would authorize the issuance of Water and Sewer Revenue Bond, Series 2017A.

It is also recommended that, by way of a separate vote, the City Council approve the amendments to the Utility Asset Acquisition Agreements.

**BUDGET/FISCAL IMPACT:**

Any costs pertaining to this transaction will be paid from the proceeds derived from the refunding. Therefore, there is no impact on the City's Operating Budget.

**ATTACHMENTS:**

Description

Type

- |   |  |                 |
|---|--|-----------------|
| ▣ | Ordinance 2017-2105                                | Ordinance       |
| ▣ | Amendments to Utility Asset Acquisition Agreements | Backup Material |

ORDINANCE NO. 2017-2105

AN ORDINANCE SUPPLEMENTING ORDINANCE NO. 1878, AS AMENDED; AUTHORIZING THE ISSUANCE OF A WATER AND SEWER REVENUE BOND, SERIES 2017A OF THE CITY OF NEW PORT RICHEY, FLORIDA IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$850,000 TO FINANCE THE COST OF ACQUISITION OF CERTAIN WATER AND SEWER SYSTEM ASSETS AND CONSTRUCTION AND EQUIPPING OF CERTAIN IMPROVEMENTS TO THE WATER AND SEWER SYSTEM OF THE CITY; PROVIDING THAT SUCH BOND SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE AS PROVIDED HEREIN AND THEREIN; DESIGNATING THE BOND AS A QUALIFIED TAX-EXEMPT OBLIGATION WITHIN THE MEANING OF THE INTERNAL REVENUE CODE; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE HOLDER OF SUCH BOND; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF NEW PORT RICHEY, FLORIDA:

**Section 1: Definitions.** Capitalized undefined words used herein shall have the meanings ascribed thereto in Ordinance No. 1878 enacted by the City Council of the City of New Port Richey, Florida (the "Issuer") on September 18, 2007, as amended and supplemented from time to time, as particularly amended by Ordinance No. 2012-1987 enacted by the City Council of the Issuer on July 17, 2012 (collectively, the "Master Ordinance"). This Ordinance constitutes a "Supplemental Resolution" and a "Supplemental Ordinance" for purposes of the Master Ordinance. In addition, the following words and phrases shall have the following meanings when used herein:

*"Business Day"* means any day other than a Saturday or Sunday or other day on which the Holder of the Series 2017A Bond is authorized or required to close.

*"Maturity Date"* means the maturity date stated in the Series 2017A Bond, provided however that such maturity date shall not be later than October 1, 2031.

*"Ordinance"* means this Ordinance, pursuant to which the Series 2017A Bond is authorized to be issued, including any Supplemental Ordinance(s).

*"Original Purchaser"* means Branch Banking and Trust Company, Charlotte, North Carolina.

*"Parity Bond"* means the Issuer's outstanding Water and Sewer Refunding Revenue Bond, Series 2012.

*"Person"* means natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

*"Principal Office"* means, with respect to the Original Purchaser, the office located at 5130 Parkway Plaza Boulevard, Building 9, Charlotte, North Carolina 28217, or such other office as the Original Purchaser may designate to the Issuer in writing.

*"Project"* means the acquisition of Purchased Assets as such term is collectively defined in Section 3.02 (A)(1) through and including (9) of the Utility Asset Acquisition Agreement by and between the Issuer and Advisor Enterprises, Inc., dated November 15, 2016 and in Section 3.02 (A)(2) through and including (10) of the Utility Asset Acquisition Agreement by and between the Issuer and LWV Utilities, Inc., dated November 15, 2016, together with certain improvements to the System.

*"Series 2017A Bond"* means the Issuer's Water and Sewer Revenue Bond, Series 2017A authorized by Section 4 hereof.

*"State"* means the State of Florida.

**Section 2: Authority for this Ordinance.** This Ordinance is enacted pursuant to the provisions of the Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, the municipal charter of Issuer, the Master Ordinance, and other applicable provisions of law (collectively, the "Act").

**Section 3: Findings.**

(A) For the benefit of its inhabitants, the Issuer finds, determines and declares that it is necessary for the continued preservation of the health, welfare, convenience and safety of the Issuer and its inhabitants to acquire, construct and equip the Project. Issuance of the Series 2017A Bond to acquire, construct and equip the Project satisfies a public purpose.

(B) The principal of, premium, if any, and interest on the Series 2017A Bond shall be payable solely from the Pledged Revenues on parity with the Parity Bond. The Issuer shall never be required to levy ad valorem taxes on any real or personal property therein to pay the principal of and interest on such Bonds authorized or to make any other payments provided for in the Master Ordinance. Such Bonds shall not constitute a lien upon any properties owned by or located within the boundaries of the Issuer or upon any property other than the Pledged

Revenues. Neither the taxing power nor the full faith and credit of the Issuer are or shall ever be pledged to secure payment of the principal of or interest on the Bonds.

(C) The Pledged Revenues will be sufficient to pay the principal, premium, if any, and interest on the Series 2017A Bond herein authorized and the Parity Bond, as the same become due, and to make all deposits required by the Master Ordinance and hereunder.

(D) Pursuant to Section 2.12(6) of the City Charter, borrowing of money, including but not limited to the issuance of bonds, is an action that requires an ordinance.

(E) The Issuer has received an offer from the Original Purchaser to purchase the Series 2017A Bond.

(F) In consideration of the purchase and acceptance of the Series 2017A Bond authorized to be issued hereunder by those who shall be the Holder thereof from time to time, this Ordinance shall constitute a contract between the Issuer and the Holder. The Original Purchaser is the initial Holder of the Series 2017A Bond.

**Section 4:** *Authorization of the Series 2017A Bond and Acquisition, Construction and Equipping of the Project.* Subject and pursuant to the provisions of the Master Ordinance, an obligation of the Issuer to be known as City of New Port Richey, Florida Water and Sewer Revenue Bond, Series 2017A is hereby authorized to be issued under and secured by the Master Ordinance, in the principal amount of not to exceed \$850,000 for the purpose of providing funds to acquire, construct and equip the Project and paying the costs of issuing the Series 2017A Bond. The cost of the Project, in addition to the items set forth in any related plans and specifications, may include, but need not be limited to, the acquisition of any rights of ways or interest therein or any other properties deemed necessary or convenient therefor; engineering, legal and financing expenses; expenses for estimates of costs; expenses for plans, specifications and surveys; the fees of fiscal agents, financial advisor or consultants; the creation and establishment of reasonable reserves for debt service, if applicable; reimbursement of moneys on the Project in anticipation of the sale of the Series 2017A Bond, if any; and such other costs and expenses as may be necessary or incidental to the financing herein authorized and the acquisition, construction and equipping of the Project and the placing of same in operation.

Because of the characteristics of the Series 2017A Bond, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Series 2017A Bond, it is in the best interest of the Issuer to accept the offer of the Original Purchaser to purchase the Series 2017A Bond at a private negotiated sale. Prior to the issuance of the Series 2017A Bond, the Issuer shall receive from the Original Purchaser a Purchaser's Certificate, the form of which is attached hereto as Exhibit A and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit B.

The acquisition, construction and equipping of the Project is hereby authorized.

**Section 5: Description and Terms of the Series 2017A Bond.**

The Series 2017A Bond is hereby authorized to be issued in the aggregate principal amount of not to exceed \$850,000 with further details hereinafter provided. The final maturity for the Series 2017A Bond shall be the Maturity Date.

The principal of and the interest and redemption premium, if any, on the Series 2017A Bond shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The interest on the Series 2017A Bond shall be payable by the Paying Agent on each interest payment date to the person appearing on the registration books of the Issuer hereinafter provided for as the registered Holder thereof, by check or draft mailed to such registered Holder at such Holder's address as it appears on such registration books or by wire transfer.

The Series 2017A Bond shall be dated the date of the execution and delivery, which shall be a date agreed upon by the Issuer and the Original Purchaser, and shall have such other terms and provisions as stated herein and in the Series 2017A Bond.

Subject to adjustments as described below, the fixed interest rate on the Series 2017A Bond shall equal 2.53%, which rate does not exceed the maximum interest rate permitted by the Act (the "Interest Rate"). Interest on the Series 2017A Bond shall be payable on April 1 and October 1, commencing on April 1, 2017, and shall be calculated on a basis of a 360-day year assuming twelve 30-day months. The Series 2017A Bond shall be a Term Bond with Amortization Installments due on each October 1, commencing on October 1, 2017 (or such other date as determined in the Series 2017A Bond), through and including the Maturity Date; provided, however, the aggregate principal amount of the Series 2017A Bond shall not exceed \$850,000.

Upon the occurrence of a Determination of Taxability (as such term is hereinafter defined) and for as long as the Series 2017A Bond remains Outstanding, the Interest Rate on the Series 2017A Bond shall be converted to the Taxable Rate (as such term is hereinafter defined). In addition, upon a Determination of Taxability, the Issuer shall pay to the Holder (i) an additional amount equal to the difference between (A) the amount of interest actually paid on the Series 2017A Bond during the Taxable Period (as such term is hereinafter defined) and (B) the amount of interest that would have been paid during the Taxable Period had the Series 2017A Bond borne interest at the Taxable Rate, and (ii) an amount equal to any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Holder as a result of the Determination of Taxability. This adjustment shall survive payment of the Series 2017A Bond until such time as the federal statute of limitations under which the interest on the Series 2017A Bond could be declared taxable under the Code shall have expired.

"Determination of Taxability" means (i) receipt by the Issuer of a final judgment by a court of competent jurisdiction (from which no further right of appeal exists) or a final official action of the Internal Revenue Service (from which no further right of appeal exists) determining that any interest portion payable with respect to the Series 2017A Bond is includable in the gross income of the holders of the Series 2017A Bond for federal income tax purposes or the Series 2017A Bond is not a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code as a result of conditions arising from the action or inaction of the Issuer; provided, no Determination of Taxability shall be deemed to occur unless the Issuer has been given an opportunity to contest such proceedings at its own expense; or (ii) at such time as the Issuer and the Holder of the Series 2017A Bond have agreed that a Determination of Taxability has occurred.

"Taxable Period" means the period commencing on the date on which the interest on the Series 2017A Bond ceased to be excludable from gross income for federal income tax purposes or the Series 2017A Bond ceased to be a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code and ending on the earlier of the date the Series 2017A Bond ceased to be outstanding or the Determination of Taxability is no longer applicable to the Series 2017A Bond.

"Taxable Rate" means, upon a Determination of Taxability, the interest rate per annum that shall provide the Holder with the same after tax yield that the Holder would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the Holder as a result of such Determination of Taxability. The Holder shall provide the Issuer with a written statement explaining the calculation of the Taxable Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the Issuer.

In addition, any amounts due on the Series 2017A Bond or hereunder not paid when due shall result in 2% per annum being added to the then Interest Rate (the "Default Rate") from and after five (5) days after the date due, until such payment default is remedied; provided, however, that the Default Rate shall in no event exceed the maximum interest rate permitted by applicable law.

The Paying Agent and Registrar for the Series 2017A Bond shall mean the Issuer.

**Section 6: Payment of Principal and Interest; Limited Obligation; No Reserve Fund.** The Issuer promises that it will promptly pay the principal of, premium, if any, and interest on the Series 2017A Bond at the place, on the dates and in the manner provided therein according to the true intent and meaning of the Master Ordinance and this Ordinance. The Series 2017A Bond shall not be or constitute general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the Pledged Revenues on parity with the Parity Bond in the manner and to the extent provided in the Master Ordinance and herein. No holder of any Series 2017A Bond



issued under the Master Ordinance and hereunder shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Series 2017A Bond, or be entitled to payment of such Series 2017A Bond from any funds of the Issuer except from the Pledged Revenues in the manner and to the extent provided in the Master Ordinance and herein.

The Series 2017A Bond is not secured by the Reserve Fund or any accounts therein established.

**Section 7: Redemption.** Upon five (5) Business Days written notice, the Series 2017A Bond can be redeemed at the option of the Issuer in whole but not in part on any scheduled principal payment date at a price equal to 101% of the principal amount to be redeemed plus accrued interest to the redemption date.

**Section 8: Application of Series 2017A Bond Proceeds.** The proceeds of the Series 2017A Bond shall be applied by the Issuer as follows:

(A) Accrued interest, if any, shall be deposited in the Interest Account in the Bond Service Fund and shall be used only for the purpose of paying interest becoming due on the Series 2017A Bond.

(B) All costs and expenses in connection with the preparation, issuance and sale of the Series 2017A Bond shall be paid.

(C) The remaining proceeds of the Series 2017A Bond shall be deposited into the "City of New Port Richey, Water and Sewer Revenue Bond, Series 2017A, Project Account" which is hereby created and established in the Project Fund (the "Series 2017A Project Account"), and which may be used for the purposes set forth in this Ordinance, including the cost of any capitalized interest on the Series 2017A Bond. Such Series 2017A Project Account shall constitute a trust fund for the holders of the Series 2017A Bond and shall be used solely to acquire, construct and equip the Project, including any allowable reimbursement to the Issuer of moneys spent on the Project in anticipation of the sale of the Series 2017A Bond. The Issuer agrees and covenants to commence and proceed with due diligence to complete the acquisition, construction and equipping of the Project. Money on deposit in the Series 2017A Project Account may be invested and reinvested in Federal Securities which mature not later than the date on which the money on deposit therein will be needed for purposes of such funds. All income on such investments shall remain in such Series 2017A Project Account.

**Section 9: Covenants of the Issuer.** All covenants of the Issuer set forth in the Master Ordinance are reaffirmed and apply equally to the holders of the Series 2017A Bond, the Parity Bond and any Additional Parity Obligations hereafter issued.

**Section 10: Bank Qualified Status.** The City Council of the Issuer hereby designates the Series 2017A Bond as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. The Issuer and any issuer of "tax-exempt" debt that issues "on behalf of"

the Issuer do not reasonably expect during the calendar year 2017 to issue more than \$10,000,000 of "tax-exempt" obligations including the Series 2017A Bond designated as described in this Section 10, exclusive of any private activity bonds as defined in Section 141(a) of the Code (except for qualified 501(c)(3) bonds as defined in Section 145 of the Code).

**Section 11: Amendment.** The Master Ordinance shall not be modified or amended in any respect subsequent to the issuance of the Series 2017A Bond except with the written consent of the Holder of the Series 2017A Bond.

**Section 12: Further Covenants.** (A) The Issuer shall provide the Holder of the Series 2017A Bond with a copy of its annual budget within 30 days of its adoption and such other financial information regarding the Issuer as the Holder of the Series 2017A Bond may reasonably request. The Issuer hereby covenants that it shall promptly give written notice to the Holder of the Series 2017A Bond of any litigation or proceeding which if determined adversely to the Issuer would adversely affect the security for the payment of the Series 2017A Bond. The Issuer shall provide the Holder of the Series 2017A Bond with annual financial statements for each fiscal year of the Issuer not later than 210 after the close of such fiscal year, prepared in accordance with applicable law and generally accepted accounting principles and audited by an independent certified public accountant. All accounting terms not specifically defined or specified herein shall have the meanings attributed to such terms under generally accepted accounting principles as in effect from time to time, consistently applied.

(B) So long as the Series 2017A Bond remains Outstanding, the Issuer covenants and agrees not to (i) enact or adopt, as the case may be, any subsequent ordinance or resolution, or (ii) enter any agreement, or (iii) take any action that would have the affect of limiting the Issuer's ability to make transfers to the Issuer's General Fund pursuant to the authority in Section 20(B)(5) of the Master Ordinance.

**Section 13: Severability.** If any provision of this Ordinance shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

**Section 14: Business Days.** In any case where the due date of interest on or principal of a Series 2017A Bond is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Holder.

**Section 15: Rules of Interpretation.** Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Ordinance and not solely to the particular portion in which any such word is used.

**Section 16: Captions.** The captions and headings in this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Ordinance.

**Section 17: City Council of the Issuer Exempt from Personal Liability.** No recourse under or upon any obligation, covenant or agreement of this Ordinance or the Series 2017A Bond or for any claim based thereon or otherwise in respect thereof, shall be had against any City Council, as such, of the Issuer, past, present or future, either directly or through the Issuer it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the City Council, charter officials, the Finance Director and other appropriate officials of the Issuer, as such, under or by reason of the obligations, covenants or agreements contained in this Ordinance or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such City Council, as such, are waived and released as a condition of, and as a consideration for, the enactment of this Ordinance and the issuance of the Series 2017A Bond, on the part of the Issuer.

**Section 18: Authorizations.** The Mayor and any member of the City Council, the City Manager, the City Attorney, the City Clerk, the Finance Director and such other officials and employees of the Issuer as may be designated by the Issuer are each designated as agents of the Issuer in connection with the issuance and delivery of the Series 2017A Bond and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the Issuer that are necessary or desirable in connection with the execution and delivery of the Series 2017A Bond, and which are specifically authorized or are not inconsistent with the terms and provisions of this Ordinance.

**Section 19: Repealer.** All ordinances or resolutions or parts thereof in conflict herewith are hereby repealed.

**Section 20: No Third Party Beneficiaries.** Except such other persons as may be expressly described in this Ordinance or in the Series 2017A Bond, nothing in this Ordinance or in the Series 2017A Bond, expressed or implied, is intended or shall be construed to confer upon any person, other than the Issuer and the Holder, any right, remedy or claim, legal or equitable, under and by reason of this Ordinance, or any provision thereof, or of the Series 2017A Bond, all provisions thereof being intended to be and being for the sole and exclusive benefit of the Issuer and the persons who shall from time to time be the Holder.

[Remainder of page intentionally left blank]

**Section 21: *Effective Date.*** This Ordinance shall take effect immediately upon its passage and enactment by City Council.

The above and foregoing Ordinance was read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida the 20<sup>th</sup> day of December, 2016.

The above and foregoing Ordinance was read and enacted on second reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this 7<sup>th</sup> day of February, 2017.

CITY OF NEW PORT RICHEY, FLORIDA

By: \_\_\_\_\_

Name: Rob Marlowe

Title: Mayor

ATTEST:

By: \_\_\_\_\_

Name: Judy Meyers

Title: City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

By: \_\_\_\_\_

Name: Timothy P. Driscoll

Title: City Attorney

## EXHIBIT A

### FORM OF PURCHASER'S CERTIFICATE

This is to certify that Branch Banking and Trust Company (the "Purchaser") has not required the City of New Port Richey, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the \$\_\_\_\_\_ City of New Port Richey, Florida Water and Sewer Revenue Bond, Series 2017A, dated February 10, 2017 (the "Series 2017A Bond"), and no inference should be drawn that the Purchaser, in the acceptance of the Series 2017A Bond, is relying on Bond Counsel or Issuer's Counsel as to any such matters other than the legal opinion rendered by Bond Counsel, Bryant Miller Olive P.A. and by Issuer's Counsel, Rahdert, Steele, Reynolds & Driscoll, P.L. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in Ordinance No. 1878 enacted by the City Council of the Issuer (the "City Council") on September 18, 2007, as amended and supplemented from time to time, and as particularly amended by Ordinance No. 2012-1987 enacted by the City Council on July 17, 2012 and as particularly supplemented by Ordinance No. 2017-2105 enacted by the City Council on February 7, 2017 (collectively, the "Ordinance").

We are aware that investment in the Series 2017A Bond involves various risks, that the Series 2017A Bond is not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the payment of the Series 2017A Bond is secured solely from the sources described in the Ordinance (the "Bond Security").

We have made such independent investigation of the Bond Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Series 2017A Bond and can bear the economic risk of our investment in the Series 2017A Bond.

We acknowledge and understand that the Ordinance is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Bond Counsel nor Issuer's Counsel shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are purchasing the Series 2017A Bond as an investment for our own account and not with a present view to a resale or other distribution to the public. We understand that the Series 2017A Bond may not be transferred except to a bank, savings association, insurance company or other "accredited investor" as described below in accordance with the restrictions set forth in the Series 2017A Bond.

We are a bank, as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Series 2017A Bond for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are an "accredited investor" as such term is defined in the Securities Act of 1933, as amended, and Regulation D thereunder.

Neither the Purchaser nor any of its affiliates shall act as a fiduciary for the Issuer or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor with respect to the proposed issuance of the Series 2017A Bond. Neither the Purchaser nor any of its affiliates has provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of the Issuer with respect to the proposed issuance of the Series 2017A Bond. The Issuer has represented to the Purchaser that it has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the proposed issuance of the Series 2017A Bond from its financial, legal and other advisors (and not the Purchaser or any of its affiliates) to the extent that the Issuer desired to obtain such advice.

DATED this 10<sup>th</sup> day of February, 2017.

BRANCH BANKING AND  
TRUST COMPANY

By: \_\_\_\_\_

Name: Andrew G. Smith

Title: Senior Vice President

## EXHIBIT B

### FORM OF DISCLOSURE LETTER

The undersigned, as purchaser, proposes to negotiate with the City of New Port Richey, Florida (the "Issuer") for the private purchase of its Water and Sewer Revenue Bond, Series 2017A (the "Series 2017A Bond") in the principal amount of \$\_\_\_\_\_. Prior to the award of the Series 2017A Bond, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Purchaser") in connection with the issuance of the Series 2017A Bond (such fees and expenses to be paid by the Issuer):

Edwards Cohen  
Purchaser's Counsel Fees -- \$5,000

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the Series 2017A Bond to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Purchaser, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Series 2017A Bond.

3. The amount of the underwriting spread expected to be realized by the Purchaser is \$0 (\$0 per \$1,000).

4. The management fee to be charged by the Purchaser is \$0 (\$0 per \$1,000).

5. Truth-in-Bonding Statement:

The Series 2017A Bond is being issued primarily to finance the cost of certain water and sewer capital projects.

The Series 2017A Bond is expected to be repaid by October 1, 2031. At a fixed rate of 2.53%, total interest paid over the life of the Series 2017A Bond is estimated to be \$\_\_\_\_\_.

The Series 2017A Bond will be payable from Pledged Revenues in the manner and to the extent described in Ordinance No. 1878 enacted by the City Council of the Issuer (the "City Council") on September 18, 2007, as amended and supplemented from time to time, and as

particularly amended by Ordinance No. 2012-1987 enacted by the City Council on July 3, 2012 and as particularly supplemented by Ordinance No. 2017-2105 enacted by the City Council on February 7, 2017 (collectively, the "Ordinance"), on parity and equal status with the Issuer's Water and Sewer Refunding Revenue Bond, Series 2012. See the Ordinance for a definition of Pledged Revenues. Issuance of the Series 2017A Bond is estimated to result in an annual average of approximately \$\_\_\_\_\_ of revenues of the Issuer not being available to finance other services of the Issuer during the life of the Series 2017A Bond.

6. The name and address of the Purchaser is as follows:

Branch Banking and Trust Company  
5130 Parkway Plaza Boulevard  
Building No. 9  
Charlotte, North Carolina 28217  
Attention: Governmental Finance

DATED this 10<sup>th</sup> day of February, 2017.

BRANCH BANKING AND  
TRUST COMPANY

By: \_\_\_\_\_  
Name: Andrew G. Smith  
Title: Senior Vice President



**FIRST AMENDMENT TO UTILITY  
ASSET ACQUISITION AGREEMENT**

**THIS FIRST AMENDMENT** is made and entered into as of this 18<sup>th</sup> day of January, 2017, by and among City of New Port Richey, Florida, a municipal corporation (the "City" or "Buyer"), Advisor Enterprises, Inc., a corporation organized under the laws of the State of Florida with its principal place of business at 7552 Congress Street, Suite 3, New Port Richey, FL 34653-1106 ("Seller") and James C. Weeks and Rick Miller (each a "Shareholder" and together the "Shareholders")(collectively, the "Parties") to amend and supplement that certain Utility Asset Acquisition Agreement entered into by the Parties on November 15, 2016 (the "Agreement").

**WITNESSETH:**

**WHEREAS**, all capitalized terms used in this First Amendment shall have the defined meaning as set forth in the Agreement, unless otherwise defined herein; and

**WHEREAS**, if the Closing contemplated by the Agreement cannot occur on or before January 20, 2017, the Parties may waive the Closing Date deadline and establish an outside date for Closing; and

**WHEREAS**, the Parties desire to waive this deadline by this writing to allow for additional approvals necessary for Buyer's financing.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby waive the Closing Date deadline pursuant to section 4.06 of the Agreement and hereby establish an outside date of February 10, 2017 as the date by which the Closing must occur.

**THE PARTIES FURTHER AGREE** that in the event the terms of this First Amendment conflict with the terms of the Agreement, this First Amendment shall govern. All other terms and conditions of the Agreement remain in full force and effect, except as specifically modified by this First Amendment.

**IN WITNESS WHEREOF**, the Parties have caused this First Amendment to be duly executed and entered into on the date first above written.

City of New Port Richey

By: \_\_\_\_\_  
Rob Marlowe, Mayor

Attest:

\_\_\_\_\_  
Judy Meyers, City Clerk

APPROVED AS TO FORM AND  
CORRECTNESS FOR THE SOLE  
RELIANCE OF THE CITY:

By: \_\_\_\_\_  
Nicole C. Nate, B.C.S.  
Special Counsel to the City

James C. Weeks

Attest:

\_\_\_\_\_

\_\_\_\_\_

Rick Miller

Attest:

\_\_\_\_\_

\_\_\_\_\_

Advisor Enterprises, Inc.

\_\_\_\_\_

By: James C. Weeks

Its: \_\_\_\_\_

Attest:

Advisor Enterprises, Inc.

\_\_\_\_\_

By: Rick Miller

Its: \_\_\_\_\_

\_\_\_\_\_

**FIRST AMENDMENT TO UTILITY  
ASSET ACQUISITION AGREEMENT**

**THIS FIRST AMENDMENT** is made and entered into as of this 18<sup>th</sup> day of January, 2017, by and among City of New Port Richey, Florida, a municipal corporation (the "City" or "Buyer"), LWV Utilities, Inc., a corporation organized under the laws of the State of Florida with its principal place of business at 7552 Congress Street, Suite 3, New Port Richey, FL 34653-1106 ("Seller") and James C. Weeks and Rick Miller (each a "Shareholder" and together the "Shareholders")(collectively, the "Parties") to amend and supplement that certain Utility Asset Acquisition Agreement entered into by the Parties on November 15, 2016 (the "Agreement").

**W I T N E S S E T H:**

**WHEREAS**, all capitalized terms used in this First Amendment shall have the defined meaning as set forth in the Agreement, unless otherwise defined herein; and

**WHEREAS**, if the Closing contemplated by the Agreement cannot occur on or before January 20, 2017, the Parties may waive the Closing Date deadline and establish an outside date for Closing; and

**WHEREAS**, the Parties desire to waive this deadline by this writing to allow for additional approvals necessary for Buyer's financing.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby waive the Closing Date deadline pursuant to section 4.09 of the Agreement and hereby establish an outside date of February 10, 2017 as the date by which the Closing must occur.

**THE PARTIES FURTHER AGREE** that in the event the terms of this First Amendment conflict with the terms of the Agreement, this First Amendment shall govern. All other terms and conditions of the Agreement remain in full force and effect, except as specifically modified by this First Amendment.

**IN WITNESS WHEREOF**, the Parties have caused this First Amendment to be duly executed and entered into on the date first above written.

City of New Port Richey

By: \_\_\_\_\_  
Rob Marlowe, Mayor

Attest:

\_\_\_\_\_  
Judy Meyers, City Clerk

APPROVED AS TO FORM AND  
CORRECTNESS FOR THE SOLE  
RELIANCE OF THE CITY:

By: \_\_\_\_\_  
Nicole C. Nate, B.C.S.  
Special Counsel to the City

James C. Weeks

Attest:

\_\_\_\_\_

\_\_\_\_\_

Rick Miller

Attest:

\_\_\_\_\_

\_\_\_\_\_

LWV Utilities, Inc.

\_\_\_\_\_

By: James C. Weeks  
Its: \_\_\_\_\_

Attest:

LWV Utilities, Inc.

\_\_\_\_\_

\_\_\_\_\_

Attest:

By: Rick Miller  
Its: \_\_\_\_\_

\_\_\_\_\_



# NEW PORT RICHEY

5919 MAIN STREET • NEW PORT RICHEY, FL 34652 • 727.853.1016

**TO:** City of New Port Richey City Council  
**FROM:** Lisa L. Fierce, Development Director  
**DATE:** 2/7/2017  
**RE:** First Reading, Ordinance #2017-2106: Residential Exterior Maintenance

**REQUEST:**

Council is to conduct a first public hearing of the ordinance.

**DISCUSSION:**

There are circumstances when Code Enforcement Officers/Inspectors observe poor conditions on residential properties that are not currently addressed by regulations. As Staff continue efforts to prevent slum & blight and preserve and enhance neighborhoods, amendments are needed to the Code to address property maintenance. This Code amendment specifically regulates the maintenance of residential roofs, gutters, driveways, walkways and other exterior surfaces.

The proposed new language is shown with underlining and deleted language is shown with ~~strikethrough~~.

**Compatibility with Comprehensive Plan:**

The proposal is consistent with the following Comprehensive Plan objectives and policies:

- Future Land Use Element Policy 1.2.3 - The City shall, through the enforcement of all applicable laws and regulations and the provision of a variety of residential zoning categories, encourage opportunities for all citizens to purchase or rent decent, safe and sanitary housing which they can afford, free from arbitrary discrimination.
- Future Land Use Element Policy 1.2.4 - Existing residential areas shall be protected from the encroachment of incompatible activities; likewise, other land use areas shall be protected from the encroachment of incompatible residential activities.
- Future Land Use Element Policy 1.2.5 - The conservation, maintenance and rehabilitation of existing residential areas shall be encouraged.

**RECOMMENDATION:**

Staff recommends approval of the ordinance. The Land Development Review Board recommended approval at its January 19, 2017 meeting.

**BUDGET/FISCAL IMPACT:**

None.

**ATTACHMENTS:**

Description	Type
☐ Ordinance #2017-2106	Ordinance
☐ LDRB Minutes January 19, 2017	Backup Material

ORDINANCE #2017-2106

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA; AMENDING CHAPTER SIX OF THE CITY CODE, BUILDINGS AND BUILDING REGULATIONS, BY AMENDING SUBSECTIONS (3) AND (21) OF SECTION 6-124, STRUCTURAL ELEMENTS, TO ADDRESS RESIDENTIAL EXTERIOR MAINTENANCE; AMENDING SUBSECTION (B) OF SECTION 6-129, MAINTENANCE OF RESIDENTIAL OCCUPANCIES, TO ADDRESS RESIDENTIAL EXTERIOR MAINTENANCE; PROVIDING FOR INCLUSION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under section 2(b), Article VIII of the Florida Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, there are residential dwellings within the City that are used for human habitation which are, or may become in the future, substandard due to a lack of maintenance and progressive deterioration; and

WHEREAS, the City's Code Enforcement Officers and Residential Rental Inspector have observed poorly-maintained roofs, gutters, driveways, walkways and other exterior surfaces on the residential properties they inspect but find that the Code does not adequately identify and address the substandard conditions they observe; and

WHEREAS, if not remedied, that existence of such substandard residential dwellings and conditions will create slum and blighted areas; and

WHEREAS, the City Council desires to prevent the growth of slum and blight in the community, and to preserve and enhance residential uses, neighborhoods and property values; and

WHEREAS, Chapter 166, Florida Statutes, authorizes the City Council acting for the City of New Port Richey, Florida, to adopt Ordinances and Resolutions necessary for the exercise of its powers and prescribe fines and penalties for the violation of Ordinances in accordance with law; and

WHEREAS, the State of Florida Comprehensive Plan set forth in section 187.201(4)(b)(3), Florida Statutes, provides that it is the policy of the State to increase the supply of safe, affordable, and sanitary housing; and

WHEREAS, section 83.51, Florida Statutes, generally provides that the landlord of certain kinds of residential rental units shall comply with the requirements of applicable building, housing, and health codes and where there are no such applicable codes, landlord shall maintain structural components of a unit in good repair and capable of resisting normal forces and loads; and

WHEREAS, this Ordinance is in the best interests of the health, welfare, and safety of the citizens of the City of New Port Richey, Florida.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW PORT RICHEY, FLORIDA, AS FOLLOWS:

**SECTION I.** Subsections (3) and (21) of Section 6-124, Structural elements, of the New Port Richey Code of Ordinances are hereby amended to read as follows:

- (3) *Roofs.* Roofs shall be maintained in a safe manner, free of debris and rubbish, and have no defects which might admit rain or cause dampness in the walls or interior portion of the building. No roof may be tarped for longer than three (3) consecutive months. Tarps must be maintained in good condition and must be completely secured to the structure. For purposes of this provision, a roof tarp that is removed and then reinstated or replaced within three (3) weeks of such removal shall be considered a continuous period of tarping and such removal shall not be construed as extending or interrupting the maximum time a roof may be tarped pursuant to this section.
- (21) *Sidewalks and driveways.* All private sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, ~~and maintained free from hazardous conditions, and shall be~~ pressure-washed or otherwise cleaned whenever the surfaces accumulate buildups of mildew, mold, dirt, soot or other removable accumulations.

**SECTION II.** Subsection (b) of Section 6-129, Maintenance of residential occupancies, of the New Port Richey Code of Ordinances is hereby amended to read as follows:

- (b) All residential occupancies shall comply with the following minimum standards:
- (1) *General maintenance.* The exterior of every residential occupancy, and each accessory structure located on the lot or parcel on which the residential occupancy is located, shall be maintained in a good state of repair and all surfaces other than roofs shall be ~~maintained kept painted or whitewashed, or otherwise covered with permanently colored siding,~~ for purposes of preservation and good appearance. All exterior surfaces shall be maintained free of broken glass, loose or rotting shingles and clapboards, crumbling stone or brick, peeling, blistering or chalking paint and other conditions reflective of deterioration or inadequate maintenance. Broken glass in any windows shall be promptly replaced with glass provided, however, that temporary coverings of wood shall be permitted to prevent intrusion of the elements pending repair of the broken glass.
  - (2) *Maintenance of ~~painted or whitewashed~~ all surfaces.* All exterior ~~painted or whitewashed~~ surfaces of each residential occupancy and all structures accessory thereto shall be maintained such that the surfaces:
    - a. Are ~~maintained repainted or re-whitewashed,~~ in whole or in part as necessary to cure the deteriorating condition, whenever ~~the painted or whitewashed~~ surfaces begin to blister, peel, chalk or otherwise deteriorate in a noticeable manner; and
    - b. Are pressure washed or otherwise cleaned whenever ~~the painted or whitewashed~~ surfaces accumulate buildups of mildew, moss, mold, dirt, soot or other removable accumulations.
  - (3) *Maintenance of roofs and gutters.* All roofs shall have a covering permitted under applicable building codes that shall at all times be free of holes, cracks, leaks or excessively worn surfaces so as to prevent the entrance of moisture into the structure and so as to provide reasonable durability. Metal roofs showing signs of corrosion, and barrel tile or other tiled roofs showing signs of discoloration, shall be painted with a product approved and recommended by the manufacturer of the roof covering applied in accordance with the specifications of the product manufacturer. ~~Shake shingle~~ All roofs—surfaces showing signs of excessive curling, mildew, moss, rot or other deteriorating conditions shall be repaired, in whole or in part, as necessary to cure the deteriorating condition. Gutters and downspouts shall be maintained in good repair and free from obstructions. Water that is discharged shall not create a public nuisance.

**Section III.** This Ordinance shall be incorporated into the City of New Port Richey Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alternations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

**Section IV.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive,

procedural, or any other reasons, such portions shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

**Section V.** This Ordinance shall become effective immediately upon its adoption.

The above and foregoing Ordinance was read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2017 and adopted on second reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

By: \_\_\_\_\_  
Judy Meyers  
City Clerk

By: \_\_\_\_\_  
Robert Marlowe  
Mayor-Council Member

(Seal)

APPROVED AS TO FORM  
for the sole reliance of the City of New Port Richey

By: \_\_\_\_\_  
Timothy P. Driscoll, City Attorney



**IV. Code Amendment COD2017-01**

Case: Code Amendment COD2017-01 – Residential Exterior Maintenance  
 Applicant: City of New Port Richey, Debbie L. Manns, City Manager, 5919 Main Street, New Port Richey, FL 34652  
 Request: Review and recommendation on an amendment to the Land Development Code addressing residential exterior maintenance (Ordinance #2017-2106)  
 Staff Contact: Chris Mettler, Senior Planner, 727-853-1044, [mettlerc@cityofnewportrichey.org](mailto:mettlerc@cityofnewportrichey.org)

Ms. Fierce introduced Ms. Nichols and Mr. Debus and said they would be able to answer any questions the Board might have about code enforcement issues or residential rental inspection issues.

Mr. Mettler provided a power point presentation. He described how the Code Enforcement Officers and Residential Rental Inspector routinely observe substandard roof, gutter, driveway, walkway and exterior surface conditions on residential properties. The proposed amendments to the Housing Code will provide the staff the standards they need to cite residential property owners.

Mr. Maysilles asked about objects stored outside. Ms. Nichols said that was addressed in the Code per the Property Maintenance Ordinance adopted a year or so ago. Mr. Maysilles indicated he would like to revisit outside storage issues.

Mr. Grey asked how the City addresses furniture left on the side of the road. Ms. Nichols said if the items were left in the public right-of-way then Public Works removes them. She noted a recent case where the property owner left the tenant's items all over the property. The City fined the property owner.

Mr. Parrillo commented that the amendments appear to make the specific language more general and feared it would be less helpful for the Code Enforcement Officers. Ms. Fierce said the amendment was created with Code Enforcement staff and addresses their concerns. Ms. MacDonald opined that the proposed amendments are broader and would be more useful to the staff. Mr. Parrillo asked about residents' selection of paint color. Ms. Fierce said the City does not have residential design guidelines, but unexpired deed restrictions would apply.

Mr. Grey asked about plywood applied to exterior surfaces. Ms. Nichols indicated that subject is already addressed in the Housing Code.

Ms. Moran asked if it typically takes three months for a residential property owner to address an issue. Ms. Nichols indicated it might take that long in a situation involving a foreclosure. Ms. Fierce indicated the timeframe depends on multiple variables, including the property owner's willingness to be compliant.

Dr. Cadle made the motion to recommend approval of the code amendment which was seconded by Mr. Maysilles. Roll call vote: Mr. Maysilles, yes; Mr. Grey, yes; Mr. Smallwood, yes; Mr. Parrillo, no; Ms. Michel, yes; Ms. Moran, yes; and Dr. Cadle, yes. The motion carried (6-1).

**V. Moratorium**

Case: Cannabis Moratorium  
 Applicant: City of New Port Richey, Debbie L. Manns, City Manager, 5919 Main Street, New Port Richey, FL 34652  
 Request: Review and recommendation on a 12-month cannabis moratorium (Ordinance #2017-2104)  
 Staff Contact: Chris Mettler, Senior Planner, 727-853-1044, [mettlerc@cityofnewportrichey.org](mailto:mettlerc@cityofnewportrichey.org)

Mr. Mettler said that the City proposes a one-year moratorium on the cultivation, processing and dispensing of cannabis. He noted that in November 2016, the State constitution was amended legalizing medical marijuana. The State Legislature and Department of Health have six months to establish the applicable regulations. The City already regulates cannabis uses, due to State Acts passed in 2014 and 2016, although no such uses have been licensed to date by the State in New Port Richey's jurisdiction. The moratorium would



# NEW PORT RICHEY

5919 MAIN STREET • NEW PORT RICHEY, FL 34652 • 727.853.1016

**TO:** City of New Port Richey City Council  
**FROM:** Lisa L. Fierce, Development Director  
**DATE:** 2/7/2017  
**RE:** First Reading, Ordinance #2017-2104: One-Year Cannabis Moratorium

## REQUEST:

Council is to conduct a first public hearing of the ordinance.

## DISCUSSION:

The City proposes a 12-month moratorium on the cultivation, processing and dispensing of cannabis. In November 2016, the State constitution was amended legalizing medical marijuana. The State Legislature and Department of Health have six months to establish the applicable regulations. The City may find that the future State regulations require local regulations, such as a permitting/licensing system.

In March 2016, the City amended the Land Development Code to establish “restrictive personal service uses which are defined as “commercial retail and service uses, including, blood plasma centers, body piercing establishments, check cashing stores, day labor establishments, pawn shops, tattoo parlors and cannabis dispensing/processing/cultivation enterprises which may tend to have a blighting and/or deteriorating effect upon surrounding areas and that may need to be dispersed from other similar uses to minimize their adverse impacts.” These uses are permitted in the General Commercial (C-2) and Highway Commercial (HC) zoning districts, with development standards addressing setbacks, minimum lot area, minimum lot width, height maximum, parking and design criteria. They are subject to minimum separation distances from other restricted personal service uses (regardless of jurisdiction), public or private day care centers, places of worship, public parks, libraries, recreation centers, public or private schools and adult uses.

The Development Department recommends establishing this 12-month moratorium on cannabis uses to study the regulations and standards the State will have established for medical marijuana uses and to modify, if necessary, the regulations it has previously adopted.

The proposed new language is shown with underlining and deleted language is shown with ~~strikethrough~~.

## Compatibility with Comprehensive Plan:

The proposal is consistent with the following Comprehensive Plan objectives and policies:

- FLU 1.3.2 - The City shall promote commercial development that serves to maintain or enhance the economic health of the City, and to increase job opportunities, per capita income and convenience for residents.
- FLU 1.3.3 - Commercial land uses shall be located in a manner which ensure the compatibility with the type and scale of surrounding land uses and where existing or programmed public facilities shall not be overburdened.

## RECOMMENDATION:

Staff recommends approval of this ordinance. The Land Development Review Board recommended approval at its

January 19, 2017 meeting.

**BUDGET/FISCAL IMPACT:**

None.

**ATTACHMENTS:**

Description	Type
▣ Ordinance #2017-2104	Ordinance
▣ LDRB Minutes - January 19, 2017	Backup Material

ORDINANCE #2017-2104

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, ESTABLISHING A ONE-YEAR MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR THE CULTIVATION, PROCESSING OR DISPENSING OF CANNABIS, AND ON THE ISSUANCE OF PERMITS AND APPROVALS FOR ANY CULTIVATION, PROCESSING OR DISPENSING OF CANNABIS; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, in 2014, the Florida Legislature enacted Section 381.986, F.S., known as the “Compassionate Medical Cannabis Act of 2014”;

WHEREAS, in 2016, the Florida Legislature enacted the “Right to Try Act”, codified at Section 499.0295, Florida Statutes, which amended the aforesaid Act and legalized the cultivation, production, and dispensing of “Medical Cannabis” and derivative products by a licensed dispensing organization to certain types of patients;

WHEREAS, to date, the Department of Health has authorized six “Dispensing Organizations”, as defined by state law, throughout the State of Florida;

WHEREAS, on November 8, 2016, Florida voters approved the Amendment 2 ballot initiative, amending the Florida Constitution to legalize the cultivation, production, and dispensing of Medical Cannabis for a broader population of eligible patients;

WHEREAS, the aforesaid Amendment requires the Department of Health to issue regulations necessary to implement the Amendment and enforce restrictions in the Amendment “to ensure the availability and safe use of medical marijuana by qualifying patients”, and the Amendment requires the Department to promulgate regulations no later than six months after the effective date of the Amendment;

WHEREAS, it is anticipated that the Florida Legislature will address the issues set forth in Amendment 2 in the upcoming 2017 legislative session;

WHEREAS, the City currently provides restrictions on the location of Cannabis dispensaries and these regulations need to be examined in light of the aforesaid change in Florida law;

WHEREAS, the City Council wishes to determine the need for amendments to the City’s Land Development Code to address the changes in Florida law and the most appropriate locations for the uses authorized by Amendment 2;

WHEREAS, the City Council finds and declares a need to impose a temporary moratorium on the cultivation, processing or dispensing of cannabis within the City as provided in Amendment 2, to allow the Department of Health to promulgate rules to implement said Amendment, and to allow the City time to analyze its current regulations in light of the changes in Florida law on this subject matter;

WHEREAS, pursuant to Section 2(b), Article VIII, of the Florida Constitution, and 166.021, Florida Statutes, the City of New Port Richey, Florida is authorized and required to protect the public health, safety, and welfare, and may exercise any power for a governmental purpose except when expressly prohibited by law, and pursuant to this authority and 163.3202, Florida Statutes, New Port Richey has enacted land development regulations, consistent with its adopted Comprehensive Plan, which protect the quality of life in the City;

WHEREAS, the continual process of growth and change within the City requires the continuing analysis of living and working conditions;

WHEREAS, the health, safety and welfare and morals of the citizens of the City of New Port Richey, Florida are proper and necessary for the consideration of the City Council;

WHEREAS, the continual influx of patterns in the community requires extensive restudy of areas of the community;

WHEREAS, the changing patterns often cause existing zoning districts to become outdated, inequitable, unbalanced and inappropriate as applied;

WHEREAS, it is in the public interest to make a determination as to whether existing zoning uses are appropriate where it appears that changing patterns have cast doubt on their propriety;

WHEREAS, this moratorium is intended to allow sufficient time to study the provision of these uses for the citizens of New Port Richey and to create a long term strategy to ensure adequate access to such services is provided;

WHEREAS, this moratorium is intended to allow sufficient time to study the provision and location of these uses which does not result in an over-concentration of these uses that will result in the blighting or downgrading of the surrounding neighborhood;

WHEREAS, this moratorium is intended to allow sufficient time to study the provision of these uses to ensure that there is a balance between the existing residential uses and the demand for and location of these uses;

WHEREAS, one year is a reasonable period of time to place a moratorium on the issuance of permits for processing or dispensing of cannabis;

WHEREAS, this moratorium is being enacted in good faith, and is of a minimum feasible duration to study the issue; and

WHEREAS, the City Council finds and declares that it is in the public interest to address the recent changes in Florida law and to ensure the orderly revision of City regulations to address a rapidly changing industry in the state.

NOW THEREFORE, THE CITY OF NEW PORT RICHEY, FLORIDA HEREBY ORDAINS:

**SECTION 1.** This Ordinance is enacted pursuant to Chapter 166, Fla. Stat. (2015), and under the home rule powers of the City in the interest of the health, peace, safety and general welfare of the people of the City of New Port Richey.

**SECTION 2.** The foregoing recitals and preamble clauses, incorporated herein, are true and correct. The City Council finds and declares that it is in the best interest of the general public and there exists a need to enact an Ordinance regulating specific uses in the City of New Port Richey, and that based on recent changes in Florida law that this Ordinance should be adopted. The Council further finds that in order for City staff to examine and make recommendations to the Council as to the criteria to be considered, if any, it is necessary to place a moratorium on the acceptance of applications, issuance of permits and approvals of such uses beginning on the effective date of this Ordinance. All pending applications, if any, are subject to this Ordinance.

**SECTION 3.** It is the purpose and intent of this Ordinance to promote the health and general welfare of the residents of the City of New Port Richey through the analysis of any impacts from the cultivation, processing or dispensing of cannabis, and consideration on the criteria for the location of such uses within the City of New Port Richey.

**SECTION 4.** This moratorium shall remain in effect for 365 days from the effective date of this Ordinance or until such time as repealed by the City, whichever occurs first, and may be extended by resolution of the Council to the extent permitted by law.

**SECTION 5.** This moratorium may be enforced by any law or code enforcement officer. Any products or equipment found in connection with violation of this Ordinance may be seized and held by the enforcing officer as evidence to be used in any further proceeding.

(a) Methods of enforcement. The requirements of this moratorium may be enforced as follows:

- (1) By citation for civil penalties pursuant to the authority granted by Section 166.0415, Fla. Stat., Chapter 162, Part II, Fla. Stat. and/or Article VIII of the City of New Port Richey Code of Ordinances. Each day of the violation shall constitute a separate offense, punishable by a fine not to exceed \$500.00 per count, or by imprisonment in the county jail not to exceed 60 days, by both such fine and imprisonment to the limits as set forth in Section 166.0415, Fla. Stat., or if enforcement is pursued under Chapter 162, Fla. Stat., the fines shall be as set by the City Council. The City may also seek entry of a court order requiring compliance with this ordinance.
- (2) By an action for injunctive relief, civil penalties, or both, through a court of Competent jurisdiction;
- (3) By revocation or temporary suspension of necessary permits and/or certificates or occupancy and/or licenses; and
- (4) By any other process permitted at law or equity.

Use of one enforcement process or theory does not preclude the City from seeking the same, different, or additional relief through other enforcement methods.

(b) Persons responsible for violation. Persons responsible for violations include:

- (1) any person who owns, operates, or manages the cultivation, processing or dispensing of cannabis;
- (2) the owner of the premises (or lessee, if the premises are leased) where such activities occur;
- (3) any person in physical control of the activities which may occur on the premises;
- (4) if a responsible person is a corporate entity, the officers, directors, members, or other principals of the entity are jointly and severally responsible for violations by the entity; and
- (5) any other person causing or contributing to a violation.

**SECTION 6.** All ordinances or parts of ordinances in conflict herewith are hereby suspended during the time period set forth in Section 4 above.

**SECTION 7.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, then such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 8.** This Ordinance shall take effect upon its passage and adoption.

The above and foregoing Ordinance was read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2017 and adopted on second reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

By: \_\_\_\_\_  
Judy Meyers  
City Clerk

By: \_\_\_\_\_  
Robert Marlowe  
Mayor-Council Member

(Seal)

APPROVED AS TO FORM AND LEGALITY  
FOR THE SOLE USE AND RELIANCE OF THE  
CITY OF NEW PORT RICHEY, FLORIDA:

\_\_\_\_\_  
City Attorney, Timothy P. Driscoll

**IV. Code Amendment COD2017-01**

Case: Code Amendment COD2017-01 – Residential Exterior Maintenance  
 Applicant: City of New Port Richey, Debbie L. Manns, City Manager, 5919 Main Street, New Port Richey, FL 34652  
 Request: Review and recommendation on an amendment to the Land Development Code addressing residential exterior maintenance (Ordinance #2017-2106)  
 Staff Contact: Chris Mettler, Senior Planner, 727-853-1044, [mettlerc@cityofnewportricher.org](mailto:mettlerc@cityofnewportricher.org)

Ms. Fierce introduced Ms. Nichols and Mr. Debus and said they would be able to answer any questions the Board might have about code enforcement issues or residential rental inspection issues.

Mr. Mettler provided a power point presentation. He described how the Code Enforcement Officers and Residential Rental Inspector routinely observe substandard roof, gutter, driveway, walkway and exterior surface conditions on residential properties. The proposed amendments to the Housing Code will provide the staff the standards they need to cite residential property owners.

Mr. Maysilles asked about objects stored outside. Ms. Nichols said that was addressed in the Code per the Property Maintenance Ordinance adopted a year or so ago. Mr. Maysilles indicated he would like to revisit outside storage issues.

Mr. Grey asked how the City addresses furniture left on the side of the road. Ms. Nichols said if the items were left in the public right-of-way then Public Works removes them. She noted a recent case where the property owner left the tenant's items all over the property. The City fined the property owner.

Mr. Parrillo commented that the amendments appear to make the specific language more general and feared it would be less helpful for the Code Enforcement Officers. Ms. Fierce said the amendment was created with Code Enforcement staff and addresses their concerns. Ms. MacDonald opined that the proposed amendments are broader and would be more useful to the staff. Mr. Parrillo asked about residents' selection of paint color. Ms. Fierce said the City does not have residential design guidelines, but unexpired deed restrictions would apply.

Mr. Grey asked about plywood applied to exterior surfaces. Ms. Nichols indicated that subject is already addressed in the Housing Code.

Ms. Moran asked if it typically takes three months for a residential property owner to address an issue. Ms. Nichols indicated it might take that long in a situation involving a foreclosure. Ms. Fierce indicated the timeframe depends on multiple variables, including the property owner's willingness to be compliant.

Dr. Cadle made the motion to recommend approval of the code amendment which was seconded by Mr. Maysilles. Roll call vote: Mr. Maysilles, yes; Mr. Grey, yes; Mr. Smallwood, yes; Mr. Parrillo, no; Ms. Michel, yes; Ms. Moran, yes; and Dr. Cadle, yes. The motion carried (6-1).

**V. Moratorium**

Case: Cannabis Moratorium  
 Applicant: City of New Port Richey, Debbie L. Manns, City Manager, 5919 Main Street, New Port Richey, FL 34652  
 Request: Review and recommendation on a 12-month cannabis moratorium (Ordinance #2017-2104)  
 Staff Contact: Chris Mettler, Senior Planner, 727-853-1044, [mettlerc@cityofnewportricher.org](mailto:mettlerc@cityofnewportricher.org)

Mr. Mettler said that the City proposes a one-year moratorium on the cultivation, processing and dispensing of cannabis. He noted that in November 2016, the State constitution was amended legalizing medical marijuana. The State Legislature and Department of Health have six months to establish the applicable regulations. The City already regulates cannabis uses, due to State Acts passed in 2014 and 2016, although no such uses have been licensed to date by the State in New Port Richey's jurisdiction. The moratorium would



give the City time to analyze the State regulations to be established in six months and to amend the City regulations to be in compliance with them.

Mr. Smallwood asked if the moratorium would be City-wide and if an existing pharmacy could not offer medical marijuana. Ms. Fierce said this would be City-wide and precludes an existing pharmacy from offering cannabis.

Mr. Maysilles asked why the City proposes this moratorium if it already regulated cannabis uses. Mr. Mettler said the City does not know yet what the State regulations will look like. Ms. Fierce said the City will want to be in compliance with the State regulations. Ms. MacDonald agreed it is wise to wait until the State prepares its regulations before the City acts.

Mr. Maysilles asked why the moratorium has to be as long as 12 months if the State establishes its regulations sooner than that. Mr. Driscoll noted the City can still regulate the subject during the moratorium period. Mr. Mettler said the City can choose to repeal or extend the moratorium.

Mr. Grey asked if the City is required to allow cannabis uses. Mr. Driscoll said this an issue to be addressed in the future. He anticipates the cannabis regulations will have multiple issues and challenges.

Mr. Parrillo asked why the moratorium was for as long as 12 months. Ms. Fierce said it would take the State six months to establish the regulations and the City estimated it would take six months to review them and establish its own regulations. Mr. Driscoll noted it may take the City more than six months.

Mr. Smallwood made the motion to recommend approval of the moratorium which was seconded by Dr. Cadle. Roll call vote: Dr. Cadle, yes; Mr. Parrillo, yes; Ms. Moran, yes; Mr. Maysilles, yes; Mr. Grey, yes; Ms. Michel, yes; and Mr. Smallwood, yes. The motion carried (7-0).

#### **VI. Discussion of Ex Parte Communication**

Mr. Driscoll asked the Board members if they were talking with applicants or neighbors about cases. The Board members indicated this happened rarely. Mr. Driscoll recommended that if they are approached, the Board members tell them to attend the meeting and present their comments at that time. He said the Board members should inform the party that they cannot discuss the matter. If a Board member does have a conversation, they should disclose it to the clerk or disclose the communication at the meeting, so it is on the record to avoid the appearance of prejudice.

#### **VII. Adjourn:**

Ms. Fierce thanked the Board Members for attending the meeting. She said the next meeting of the Board will be February 16, 2017.

The meeting adjourned at 2:30 p.m.

Respectfully submitted,



Chris Mettler, Senior Planner



# NEW PORT RICHEY

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**TO:** City of New Port Richey City Council

**FROM:** Martin Murphy, Assistant to the City Manager

**DATE:** 2/7/2017

**RE:** First Reading, Ordinance No. 2017-2107: Firefighters Pensions & Retirement

**REQUEST:**

The request is for Council to conduct a first reading of Ordinance No. 2017-2107 Firefighters Pensions & Retirement.

**DISCUSSION:**

The purpose of this memorandum is to introduce and summarize a proposed ordinance amending the City of New Port Richey Firefighter's Retirement System. With the adoption by the Florida Legislature of Chapter 2015-39, Laws of Florida, and changes to the Internal Revenue Code (IRC) and its associated Regulations, as well as guidance from the Internal Revenue Service (IRS), the following amendments to the pension plan are proposed:

1. Section 17-36, Definitions, is being amended for IRC changes and requirements, to amend the definitions of:
  - a. Actuarial Equivalent – to amend the definition to incorporate the Mortality Table and interest rate currently being used by the Plan's actuary.
  - b. Credited Service – to clarify IRC regulations on leave conversions.
  - c. Firefighter – to update a reference in Florida Statutes.
  - d. Spouse – to clarify the definition in accordance with a recent US Supreme Court ruling.
2. Section 17-40, Contributions, is being amended by adding subsection (d) *Other*.
3. Section 17-41, Benefit amounts and eligibility, is being amended to change the Normal Retirement Date to include IRC required language regarding Normal Retirement Age and Normal Retirement Date and add subsection (c) *Required distribution date*.
4. Section 17-43, Disability, is being amended to more clearly identify those individuals who may be eligible to apply for a disability pension who have been terminated by the City due to medical reasons. Subsection (g), Workers' Compensation, is also being amended to clearly identify the new minimum benefit accrual rate of 2.75%, as provided for in Chapter 175, Florida Statutes.
5. Section 17-50, Maximum Pension, has had several subsections amended to comply with IRC changes.
6. Section 17-50.10, Prior Fire Service, subsection (5), is being amended to correct a reference.
7. Section 17-50.15, Deferred Retirement Option Plan, is being amended in accordance with recent direction from the IRS in connection with the issuance of several recent Favorable Determination Letters to clarify investment returns on DROP accounts and add several sections clarifying the DROP provisions as required by the IRS.

The proposed Ordinance includes amended provisions regarding when interest is calculated and paid, which will avoid a participant's forfeiture of interest accrued during the first or second month of the quarter should the member terminate DROP participation at the end of the first or second month of the quarter.

Foster and Foster, the City's actuarial consultants, have determined that adoption of the proposed ordinance will have no impact on the assumptions used in determining the funding requirements of the program. It is the opinion of Foster and Foster that a formal Actuarial Impact Statement is not required in support of this ordinance as the changes do not result in a change in the valuation results.

**RECOMMENDATION:**

Staff recommends that Council conduct first reading of Ordinance 2017-2107 Fire Fighters Retirement & Pension as requested.

**BUDGET/FISCAL IMPACT:**

The Fire Fighters Pension Board's actuary, Foster & Foster, Inc. have determined the adoption of the proposed ordinance will have no impact on the assumptions used in determining the funding requirements of the program.

**ATTACHMENTS:**

Description	Type
▣ Ordinance No. 2017-2107 Fire Fighters Pensions & Retirement	Ordinance

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY AMENDING CHAPTER 17, PENSIONS AND RETIREMENT, ARTICLE III, FIREFIGHTERS' RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF NEW PORT RICHEY; AMENDING SECTION 17-36, DEFINITIONS, BY AMENDING THE DEFINITIONS OF "ACTUARIAL EQUIVALENT", "CREDITED SERVICE", "FIREFIGHTER" AND "SPOUSE"; AMENDING SECTION 17-40, CONTRIBUTIONS; AMENDING SECTION 17-41, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 17-43, DISABILITY; AMENDING SECTION 17-50, MAXIMUM PENSION; AMENDING SECTION 17-50.10, PRIOR FIRE SERVICE; AMENDING SECTION 17-50.17, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR SEVERABILITY OF PROVISION; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW PORT RICHEY, FLORIDA:

**SECTION 1:** That Chapter 17, Pensions and Retirement, Article III, Firefighters' Retirement System, of the Code of Ordinances of the City of New Port Richey, is amended by amending Sec. 17-36, Definitions, by amending the definitions of *Actuarial Equivalent*, *Credited Service*, *Firefighter* and *Spouse*, to read as follows:

\* \* \*

*Actuarial equivalent* means a benefit or amount of equal value, based upon the RP-2000 Combined Healthy Unisex Mortality Table modified as appropriate for disabled members and an interest rate of ~~eight (8) percent per annum~~ equal to the investment return assumption set forth in the last actuarial valuation report approved by the board. This definition may only be amended by the city pursuant to the recommendation of the board using the assumptions adopted by the board with the advice of the plan's actuary, such that actuarial assumptions are not subject to city discretion.

\* \* \*

*Credited service* means the total number of years and fractional parts of years of service as a firefighter with member contributions, when required, omitting intervening years or fractional parts of years when such member was not employed by the city as a firefighter. A member may voluntarily leave his accumulated contributions in the fund for a period of five (5) years after leaving the employ of the fire department pending the possibility of being reemployed as a firefighter, without losing credit for the time that he was a member of the system. If a vested member leaves the employ of the fire department, his accumulated contributions will be returned only upon his written request. If a member who is not vested is not reemployed as a firefighter with the fire department within five (5) years, his accumulated contributions, if one-thousand dollars (\$1,000.00) or less, shall be returned. If a Member who is not vested is not reemployed within five (5) years, his Accumulated Contributions, if more than one-thousand dollars (\$1,000.00), will be returned only upon the written request of the Member and upon completion of a written election to receive a cash

lump sum or to rollover the lump sum amount on forms designated by the Board. Upon return of a member's accumulated contributions, all of his rights and benefits under the system are forfeited and terminated. Upon any reemployment, a firefighter shall not receive credit for the years and fractional parts of years of service for which he has withdrawn his accumulated contributions from the fund, unless the firefighter repays into the fund the contributions he has withdrawn, with interest, as determined by the board, within ninety (90) days after his reemployment.

The years or fractional parts of a year that a member performs "Qualified Military Service: consisting of voluntary or involuntary "service in the uniformed services" defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L. 103-353), after separation from employment as a firefighter with the city to perform training or service, shall be added to his years of credited service for all purposes, including vesting, provided that:

- (1) The member is entitled to reemployment under the provisions USERRA
- (2) The member returns to his employment as a firefighter within one (1) year from the earlier of the date of his military discharge or his release from active service, unless otherwise required by USERRA.
- (3) The maximum credit for military service pursuant to this paragraph shall be five (5) years.
- (4) This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the member had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by section 414(u)(12) of the code, an individual receiving differential wage payments (as defined under section 3401(h)(2) of the code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under section 415(c) of the code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of credited service either during each plan year of a member's employment with the city or in the plan year in which the member terminates employment.

*Firefighter* means an actively employed full-time person employed by the city, including his initial probationary employment period, who is certified as a firefighter as a condition of employment in accordance with the provisions of section 633.35 408, Florida Statutes, and whose duty it is to extinguish fires, to protect life and to protect property. The term includes all certified, supervisory, and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time firefighters, part-time firefighters, or auxiliary firefighters but does not include part-time firefighters or auxiliary firefighters.

\* \* \*

Spouse means the lawful wife or husband of a member's or retiree's spouse under applicable law at the time benefits become payable.

\* \* \*

**SECTION 2:** That Chapter 17, Pensions and Retirement, Article III, Firefighters' Retirement System, of the Code of Ordinances of the City of New Port Richey, is amended by amending Sec. 17-40, Contributions, adding subsection (d) *Other*, to read as follows:

\* \* \*

(d) *Other.* Private donations, gifts and contributions may be deposited to the fund, but such deposits must be accounted for separately and kept on a segregated bookkeeping basis. Funds arising from these sources may be used only for additional benefits for members, as determined by the board, and may not be used to reduce what would have otherwise been required city contributions.

**SECTION 3:** That Chapter 17, Pensions and Retirement, Article III, Firefighters' Retirement System, of the Code of Ordinances of the City of New Port Richey, is amended by amending Sec. 17-41, Benefit amounts and eligibility, to read as follows:

**Sec. 17-41. Benefit amounts and eligibility.**

~~— (a) *Normal Retirement date.* A member's normal retirement date shall be the first day of the month coincident with, or next following the earlier of the attainment of age fifty-two (52) and accrual of ten (10) years of credited service or the attainment of age forty-eight (48) and accrual of twenty-five (25) years of credited service; provided, however, that any member who has completed at least ten (10) years of credited service as of the effective date of Ordinance No. 2013-2016, shall be eligible for normal retirement upon the earlier of the attainment of age fifty (50) and the completion of ten (10) years of credited service or the attainment of age forty (40) and the completion of twenty (20) years of credited service. A member may retire on his normal retirement date or on the first day of any month thereafter, and each member shall become one hundred (100) percent vested in his accrued benefit on the member's normal retirement date. Normal retirement under the system is retirement from employment with the city on or after the normal retirement date.~~

(a) *Normal retirement age and date.* A member's normal retirement age is the earlier of the attainment of age fifty-two (52) and accrual of ten (10) years of credited service or the attainment of age forty-eight (48) and accrual of twenty-five (25) years of credited service; provided, however, that any member who has completed at least ten (10) years of credited service as of September 4, 2013, shall be eligible for normal retirement upon the earlier of the attainment of age fifty (50) and the completion of ten (10) years of credited service or the attainment of age forty (40) and the completion of twenty (20) years of credited service. Each member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A member's normal retirement date shall be the first day of the month coincident with or next following the date the member retires from the city after attaining normal retirement age.

(b) *Normal retirement benefit.* A member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and be continued thereafter during member's lifetime, ceasing upon death, but with one hundred twenty (120) monthly payments guaranteed in any event. The monthly retirement benefit shall equal three and one-half (3 ½) percent of average final compensation, for each year of credited service ~~for each year of credited service~~ accrued through September 30, 2013; however, the monthly retirement benefit for any member shall not exceed seventy-five (75) percent of average final compensation; provided, however, that in any event the benefit shall equal at least two (2) percent of average final compensation for each year of credited service averaged over the entire period of credited service of the member. The monthly retirement benefit shall equal three (3) percent of average final compensation for each year or part thereof of credited service accrued after September 30, 2013. An additional benefit of two hundred dollars

(\$200.00) per month shall be paid to all normal retirees, ceasing at death. An optional form of benefit may be elected by member as provided in section 17-45.

(c) Required distribution date. The member's benefit under this section must begin to be distributed to the member no later than April 1 of the calendar year following the later of the calendar year in which the member attains age seventy and one-half (70½) or the calendar year in which the member terminates employment with the city.

**SECTION 4:** That Chapter 17, Pensions and Retirement, Article III, Firefighters' Retirement System, of the Code of Ordinances of the City of New Port Richey, is amended by amending Sec. 17-43, Disability, subsections (a) *Disability benefits in line of duty* and (b) *Disability benefits not in line of duty* and (g) *Workers' compensation*, to read as follows:

(a) *Disability benefits in line of duty.* Any member who shall become totally and permanently disabled to the extent he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a firefighter, which disability was directly caused by the performance of his duty as a firefighter, shall, upon establishing the same to the satisfaction of the board, be entitled to a monthly pension equal to sixty (60) percent of his regular base salary in effect as of the date of disability, but such monthly installment shall not be less than forty-two (42) percent of his average final compensation at the time of disability. The benefits shall be paid from the date of disability until recovery, as determined by the board, or for life and continued to the spouse for life upon death of the retiree. In the event of death of the disabled member without a surviving spouse, or upon the subsequent death of the spouse, the benefits shall be continued to the member's children in equal shares until each such child has attained the eighteenth birthday, or the twenty-second birthday if enrolled in a fully accredited college or university. An additional benefit of one hundred dollars (\$100.00) per month, ceasing at the earlier of age sixty-five (65) or death, shall be paid to all disabled retirees. Terminated persons, either vested or nonvested, are not eligible for disability benefits, ~~except that those terminated by the city for medical reasons may apply for a disability within thirty (30) days after termination. Disability retirement benefits paid shall not be less than the accrued retirement benefit at the time of disability.~~ Notwithstanding the previous sentence, if a member is terminated by the city for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the board otherwise determines that he is totally and permanently disabled as provided for above.

\* \* \*

(c) *Disability benefits not in line of duty.* Any member with one (1) year or more credited service who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a firefighter, which disability is not directly caused by the performance of his duties as a firefighter shall, upon establishing the same to the satisfaction of the board, be entitled to a monthly pension equal to thirty (30) percent of his regular base salary in effect as of the date of disability, but such monthly installment shall not be less than twenty-five (25) percent of his average final compensation at the time of disability. The benefit shall be paid from the date of disability and be continued thereafter during his lifetime, or until the earlier of recovery, as determined by the board, or death, but with one hundred twenty (120) monthly payments guaranteed in any event. An additional benefit of one hundred dollars (\$100.00) per month, ceasing at age sixty-five (65), shall be paid to all disabled retirees. An optional form of benefit may be elected by member. Terminated persons, either vested or nonvested, are not eligible for disability benefits, ~~except that those terminated by the city for medical reasons may apply for a disability within thirty (30) days after termination. Disability retirement benefits paid shall not be less than the accrued retirement benefit at the time of disability.~~ Notwithstanding the previous sentence, if a member is terminated by the city for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the board

within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the board otherwise determines that he is totally and permanently disabled as provided for above.

\* \* \*

(g) *Worker's compensation.* When a retiree is receiving a disability pension and workers' compensation benefits pursuant to F.S. chapter 440, for the same disability, and the total monthly benefits received from both exceed one hundred (100) percent of the member's average monthly wage, as defined in F.S. chapter 440, the disability pension benefits shall be reduced so that the total monthly amount received by the retiree does not exceed one hundred (100) percent of such wage. The amount of any lump sum workers' compensation payment shall be converted to an equivalent monthly benefit payable for ten (10) years certain by dividing the lump sum amount by 83.9692. Notwithstanding the foregoing, in no event shall the disability pension benefit be reduced below the greater of forty-two (42) percent of average final compensation and two and three-quarters (2.75) percent of average final compensation times years of credited service.

**SECTION 5:** That Chapter 17, Pensions and Retirement, Article III, Firefighters' Retirement System, of the Code of Ordinances of the City of New Port Richey, is amended by amending Sec. 17-50, Maximum Pension, subsections (f) *Less than Ten (10) Years of Participation or Service*, (l) *Additional Limitation on Pension Benefits* and adding subsection (m) *Effect of direct rollover on 415(b) limit*, to read as follows:

\* \* \*

(f) *Less than Ten (10) Years of Participation or Service.* The maximum retirement benefits payable under this section to any member who has completed less than ten (10) years of ~~credited service with the City~~ participation shall be the amount determined under subsection (a) of this section multiplied by a fraction, the numerator of which is the number of the member's years of ~~credited service~~ participation and the denominator of which is ten (10). The reduction provided by this subsection cannot reduce the maximum benefit below 10% of the limit determined without regard to this subsection. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to Sec. 17-43, or pre-retirement death benefits paid pursuant to Sec. 17-42.

\* \* \*

- (1) (2) No member of the system shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the member is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter ~~67~~ 1223, Title 10, U.S. Code.

(m) *Effect of direct rollover on 415(b) limit.* If the plan accepts a direct rollover of an employee's or former employee's benefit from a defined contribution plan qualified under Code Section 401(a) which is maintained by the employer, any annuity resulting from the rollover amount that is determined using a more favorable actuarial basis than required under Code Section 417(e) shall be included in the annual benefit for purposes of the limit under Code Section 415(b).

**SECTION 6:** That Chapter 17, Pensions and Retirement, Article III, Firefighters' Retirement System, of the Code of Ordinances of the City of New Port Richey, is amended by amending Sec. 17-50.10, Prior fire service, subsection (5), to read as follows:

\* \* \*



(5) In no event, however, may credited service be purchased pursuant to this section for prior service with any other municipal, county or special district fire department, if such prior service forms or will form the basis of a retirement benefit or pension from another retirement system or plan as set forth in Sec. 17-50, subsection (k)(2).

\* \* \*

**SECTION 7:** That Chapter 17, Pensions and Retirement, Article III, Firefighters' Retirement System, of the Code of Ordinances of the City of New Port Richey, is amended by amending Sec. 17-50.17, Deferred retirement option plan, to read as follows:

**Sec. 17-50.17. Deferred retirement option plan.**

- (a) *Definitions.* As used in this section, the following definitions apply:
- (1) "DROP"--The City of New Port Richey Firefighters Retirement System Deferred Retirement Option Plan.
  - (2) "DROP account"--The account established for each DROP participant under subsection (c).
  - (3) "Total return of the assets" -- For purposes of calculating earnings on a member's DROP account pursuant to subsection (c)(2)b.2., for each fiscal year quarter, the percentage increase (or decrease) in the interest and dividends earned on investments, including realized and unrealized gains (or losses), of the total Plan assets.
- (b) *Participation.*
- (1) *Eligibility to participate.* In lieu of terminating his employment as a firefighter, any member who is eligible for normal retirement under the system may elect to defer receipt of such service retirement pension and to participate in the DROP. A member who does not commence participation in the DROP prior to October 1, 2013, shall not be eligible to participate in the DROP, regardless of the date of election to participate in the DROP, except as expressly provided otherwise in section 17-36.1.
  - (2) *Election to participate.* A member's election to participate in the DROP must be made in writing in a time and manner determined by the board and shall be effective on the first day of the first calendar month which is at least fifteen (15) business days after it is received by the board.
  - (3) *Period of participation.* A member who elects to participate in the DROP under subsection (b)(2), shall participate in the DROP for a period not to exceed sixty (60) months beginning at the time his election to participate in the DROP first becomes effective. An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the city not later than the date provided for in the previous sentence. A member may participate only once.
  - (4) *Termination of participation.*
    - a. A member's participation in the DROP shall cease the earlier of:
      1. the end of his permissible period of participation in the DROP as determined under subsection (b)(3); or
      2. Termination of his employment as a firefighter.

- b. Upon the member's termination of participation in the DROP, pursuant to subsection 1 above, all amounts provided for in subsection (c)(2), including monthly benefits and investment earnings and losses or interest, shall cease to be transferred from the system to his DROP account. Any amounts remaining in his DROP account shall be paid to him in accordance with the provisions of subsection (d) when he terminates his employment as a firefighter.
- c. A member who terminates his participation in the DROP under this subsection (b)(4) shall not be permitted to again become a participant in the DROP.

(5) *Effect of DROP participation on the system.*

- a. A member's credited service and his accrued benefit under the system shall be determined on the date his election to participate in the DROP first becomes effective. The member shall not accrue any additional credited service or any additional benefits under the system (except for any supplemental benefit payable to DROP participants or any additional benefits provided under any cost-of-living adjustment for retirees in the system) while he is a participant in the DROP. After a member commences participation, he shall not be permitted to again contribute to the system nor shall he be eligible for disability or pre-retirement death benefits, except as provided for in Sec. 17-50.18, Reemployment after retirement.
- b. No amounts shall be paid to a member from the system while the member is a participant in the DROP. Unless otherwise specified in the system, if a member's participation in the DROP is terminated other than by terminating his employment as a firefighter, no amounts shall be paid to him from the system until he terminates his employment as a firefighter. Unless otherwise specified in the system, amounts transferred from the system to the member's DROP account shall be paid directly to the member only on the termination of his employment as a firefighter.

(c) *Funding.*

- (1) *Establishment of DROP account.* A DROP account shall be established for each member participating in the DROP. A member's DROP account shall consist of amounts transferred to the DROP under subsection (c)(2), and earnings or interest on those amounts.

(2) *Transfers from retirement system.*

- a. As of the first day of each month of a member's period of participation in the DROP, the monthly retirement benefit he would have received under the system had he terminated his employment as a firefighter and elected to receive monthly benefit payments thereunder shall be transferred to his DROP account, except as otherwise provided for in subsection (b)(4)b. A member's period of participation in the DROP shall be determined in accordance with the provisions of subsections (b)(3) and (b)(4), but in no event shall it continue past the date he terminates his employment as a firefighter.

- b. Except as otherwise provided in subsection (b)(4)b., a member's DROP account under this subsection (c)(2) shall be debited or credited with earnings ~~after each fiscal year quarter~~ with either:

1. Interest at an effective rate of six and five-tenths (6.5) percent per annum compounded monthly determined on the last business day of the prior month's ending balance and credited to the member's DROP account as of such date (to be applicable to all current and future DROP participants); or
2. Earnings, to be credited or debited to the member's DROP account, determined as of the last business day of each fiscal year quarter and debited or credited as of such date, determined as follows:

The average daily balance in a member's DROP account shall be credited or debited at a rate equal to the net investment return realized by the system for that quarter. "Net investment return" for the purpose of this paragraph is the total return of the assets in which the member's DROP account is invested by the board net of brokerage commissions, transaction costs and management fees.

For purposes of calculating earnings on a member's DROP account pursuant to this subsection (c)(2)b.2., brokerage commissions, transaction costs, and management fees shall be determined for each quarter by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these quarterly contractual fees to the board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total plan assets.

3. Earnings received on investment plans or on investment vehicles which the board makes available to members for DROP investment purposes, so long as there is no additional cost to the system by making such choices available to the members.

Upon electing participation in the DROP, the member shall elect to receive either interest or earnings on his account to be determined as provided above. The member may, in writing, elect to change his election twice during his DROP participation. An election to change must be made prior to the end of a quarter and shall be effective beginning the following quarter.

- c. A member's DROP account shall only be credited or debited with earnings and monthly benefits while the member is a participant in the DROP. A member's final DROP account value for distribution to the member upon termination of participation in the DROP shall be the value of the account at the end of the quarter immediately preceding termination of participation date for participants electing the net plan return and at the end of the month immediately preceding termination of participation for participants electing the flat interest rate return, plus any monthly periodic additions made to the DROP account subsequent to the end of the previous quarter or month, as applicable, and prior to distribution. If a member fails to terminate employment after participating in the DROP for the permissible period of DROP participation, then beginning with the member's first month of

employment following the last month the permissible period of DROP participation, the member's DROP account will no longer be credited or debited with earnings, nor will monthly benefits be transferred to the DROP account. All such non-transferred amounts shall be forfeited and continue to be forfeited while the member is employed by the city fire department. A member employed by the city fire department after the permissible period of DROP participation will still not be eligible for pre-retirement death or disability benefits, nor will he accrue additional credited service, except as provided for in Sec. 17-50.18, Reemployment after retirement.

- (d) *Distribution of DROP accounts on termination of employment.*
- (1) *Eligibility for benefits.* A member shall receive the balance in his DROP account in accordance with the provisions of this subsection (d) upon his termination of employment as a Firefighter . Except as provided in subsection (d) (5), no amounts shall be paid to a member from the DROP prior to his termination of employment as a Firefighter .
- (2) *Form of distribution.*
  - a. Unless the member elects otherwise, distribution of his DROP account shall be made in a cash lump sum, subject to the direct rollover provisions set forth in subsection (d) (6). Elections under this paragraph shall be in writing and shall be made in such time or manner as the board shall determine.
  - b. If a member dies before his benefit is paid, his DROP account shall be paid to his beneficiary in such optional form as his beneficiary may select. If no beneficiary designation is made, the DROP account shall be distributed to the member's estate.
- (3) *Date of payment of distribution.* Except as otherwise provided in this subsection (d), distribution of a member's DROP account shall be made as soon as administratively practicable following the member's termination of employment. Distribution of the amount in a Member's DROP account will not be made unless the Member completes a written request for distribution and a written election, on forms designated by the Board, to either receive a cash lump sum or a rollover of the lump sum amount.
- (4) *Proof of death and right of beneficiary or other person.* The board may require and rely upon such proof of death and such evidence of the right of any beneficiary or other person to receive the value of a deceased member's DROP account as the board may deem proper and its determination of the right of that beneficiary or other person to receive payment shall be conclusive.
- (5) *Distribution limitation.* Notwithstanding any other provision of this subsection (d), all distributions from the DROP shall conform to the "Minimum Distribution of Benefits" provisions as provided for herein.
- (6) *Direct rollover of certain distributions.* This subsection applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the DROP to the contrary, a distributee may elect to have any portion of an eligible rollover distribution paid in a direct rollover as otherwise provided under the system in section 17-50.12.

(e) *Administration of DROP.*

- (1) *Board administers the DROP.* The general administration of the DROP, the responsibility for carrying out the provisions of the DROP and the responsibility of overseeing the investment of the DROP's assets shall be placed in the board. The members of the board may appoint from their number such subcommittees with such powers as they shall determine; may adopt such administrative procedures and regulations as they deem desirable for the conduct of their affairs; may authorize one or more of their number or any agent to execute or deliver any instrument or make any payment on their behalf; may retain counsel, employ agents and provide for such clerical, accounting, actuarial and consulting services as they may require in carrying out the provisions of the DROP; and may allocate among themselves or delegate to other persons all or such portion of their duties under the DROP, other than those granted to them as trustee under any trust agreement adopted for use in implementing the DROP, as they, in their sole discretion, shall decide. A trustee shall not vote on any question relating exclusively to himself.
- (2) *Individual accounts, records and reports.* The board shall maintain records showing the operation and condition of the DROP, including records showing the individual balances in each member's DROP account, and the board shall keep in convenient form such data as may be necessary for the valuation of the assets and liabilities of the DROP. The board shall prepare and distribute to members participating in the DROP and other individuals or filed with the appropriate governmental agencies, as the case may be, all necessary descriptions, reports, information returns, and data required to be distributed or filed for the DROP pursuant to the code and any other applicable laws.
- (3) *Establishment of rules.* Subject to the limitations of the DROP, the board from time to time shall establish rules for the administration of the DROP and the transaction of its business. The board shall have discretionary authority to construe and interpret the DROP (including but not limited to determination of an individual's eligibility for DROP participation, the right and amount of any benefit payable under the DROP and the date on which any individual ceases to be a participant in the DROP). The determination of the board as to the interpretation of the DROP or its determination of any disputed questions shall be conclusive and final to the extent permitted by applicable law.
- (4) *Limitation of liability.*
  - a. The trustees shall not incur any liability individually or on behalf of any other individuals for any act or failure to act, made in good faith in relation to the DROP or the funds of the DROP.
  - b. Neither the board nor any trustee of the board shall be responsible for any reports furnished by any expert retained or employed by the board, but they shall be entitled to rely thereon as well as on certificates furnished by an accountant or an actuary, and on all opinions of counsel. The board shall be fully protected with respect to any action taken or suffered by it in good faith in reliance upon such expert, accountant, actuary or counsel, and all actions taken or suffered in such reliance shall be conclusive upon any person with any interest in the DROP.

(f) *General provisions.*

- (1) *The DROP is not a separate retirement plan.* Instead, it is a program under which a member who is eligible for normal retirement under the system may elect to accrue future retirement benefits in the manner provided in this section 17-50.17 for the remainder of his employment, rather than in the normal manner provided under the plan. Upon termination of employment, a member is entitled to a lump sum distribution of his or her DROP account balance or may elect a rollover. The DROP account distribution is in addition to the member's monthly benefit.
- (2) *Notional account.* The DROP account established for such a member is a notional account, used only for the purpose of calculation of the DROP distribution amount. It is not a separate account in the system. There is no change in the system's assets, and there is no distribution available to the member until the member's termination from the DROP. The member has no control over the investment of the DROP account.
- (3) *No employer discretion.* The DROP benefit is determined pursuant to a specific formula which does not involve employer discretion.
- (4) *IRC limit.* The DROP account distribution, along with other benefits payable from the system, is subject to limitation under Internal Revenue Code Section 415(b).
- (1 5) *Amendment of DROP.* The DROP may be amended by an ordinance of the city at any time and from time to time, and retroactively if deemed necessary or appropriate, to amend in whole or in part any or all of the provisions of the DROP. However, except as otherwise provided by law, no amendment shall make it possible for any part of the DROP's funds to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the DROP. No amendment shall be made which has the effect of decreasing the balance of the DROP account of any member.
- (2 6) *Facility of payment.* If a member or other person entitled to a benefit under the DROP is unable to care for his affairs because of illness or accident or is a minor, the board shall direct that any benefit due him shall be made only to a duly appointed legal representative. Any payment so made shall be a complete discharge of the liabilities of the DROP for that benefit.
- (3 7) *Information.* Each member, beneficiary or other person entitled to a benefit, before any benefit shall be payable to him or on his account under the DROP, shall file with the board the information that it shall require to establish his rights and benefits under the DROP.
- (4 8) *Prevention of escheat.* If the board cannot ascertain the whereabouts of any person to whom a payment is due under the DROP, the board may, no earlier than three (3) years from the date such payment is due, mail a notice of such due and owing payment to the last known address of such person, as shown on the records of the board or the city. If such person has not made written claim therefor within three (3) months of the date of the mailing, the board may, if it so elects and upon receiving advice from counsel to the System, direct that such payment and all remaining payments otherwise due such person be canceled on the records of the System. Upon such cancellation, the System shall have no further liability therefor except that, in the event such person or his beneficiary later notifies the board of his whereabouts and requests the payment or payments due to him under the DROP, the amount so applied shall be paid to him in accordance with the provisions of the DROP.

(5 9) *Written elections, notification.*

- a. Any elections, notifications or designations made by a member pursuant to the provisions of the DROP shall be made in writing and filed with the board in a time and manner determined by the board under rules uniformly applicable to all employees similarly situated. The board reserves the right to change from time to time the manner for making notifications, elections or designations by members under the DROP if it determines after due deliberation that such action is justified in that it improves the administration of the DROP. In the event of a conflict between the provisions for making an election, notification or designation set forth in the DROP and such new administrative procedures, those new administrative procedures shall prevail.
- b. Each member or retiree who has a DROP account shall be responsible for furnishing the board with his current address and any subsequent changes in his address. Any notice required to be given to a member or retiree hereunder shall be deemed given if directed to him at the last such address given to the board and mailed by registered or certified United States mail. If any check mailed by registered or certified United States mail to such address is returned, mailing of checks will be suspended until such time as the member or retiree notifies the board of his address.

(6 10) *Benefits not guaranteed.* All benefits payable to a member from the DROP shall be paid only from the assets of the member's DROP account and neither the city nor the board shall have any duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by any applicable law.

(7 11) *Construction.*

- a. The DROP shall be construed, regulated and administered under the laws of Florida, except where other applicable law controls.
- b. The titles and headings of the subsections in this section 17-50.17 are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.

(8 12) *Forfeiture of retirement benefits.* Nothing in this section shall be construed to remove DROP participants from the application of any forfeiture provisions applicable to the system. DROP participants shall be subject to forfeiture of all retirement benefits, including DROP benefits.

(9 13) *Effect of DROP participation on employment.* Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

**SECTION 8:** If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

**SECTION 9:** Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of New Port Richey.

**SECTION 10:** All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

**SECTION 11:** That this Ordinance shall become effective upon its adoption.

The above and foregoing Ordinance was read and adopted on second and final reading by the City Council of the City of New Port Richey, at a duly convened meeting thereof, at the Municipal Building, New Port Richey, Florida, which was held on the \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor-Councilman

ATTEST:

\_\_\_\_\_  
City Clerk

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# NEW PORT RICHEY

5919 MAIN STREET . NEW PORT RICHEY, FL 34652 . 727.853.1016

**TO:** City of New Port Richey City Council

**FROM:** Debbie L. Manns, City Manager

**DATE:** 2/7/2017

**RE:** Recreation & Aquatic Center Improvement Project Bid Award - Hennessey Construction Services

## REQUEST:

The request is to authorize the City Manager to enter into a contract with Hennessey Construction Services for an amount not to exceed \$1,857,965 in relationship to the Recreation and Aquatics Center Improvement Project.

## DISCUSSION:

As you know, the project to implement improvements at the Recreation and Aquatics Center was originally advanced in conjunction with the adoption of the Fiscal Year 2014-2015 Capital Improvement Project Budget.

Also, as you already know, since that time the specific scope of the improvements to be completed in association with the project has been deliberated. For purposes of clarity, I offer the following timeline which provides an accounting of some of the critical decision points related to the project:

February 3, 2015- Kimley-Horn and Associates, Inc. was contracted by the city to perform the architectural design services related to the project. The scope of the project involved the establishment of an expanded fitness center and child care area, renovation of the existing fitness area, aquatic deck expansion and enhancements, establishment of a drop-off area with additional parking and the construction of two activity rooms. The purpose of the proposed scope was to offer expanded and more beneficial programs to the community as well as to create potential revenue sources for the facility.

March 17, 2015- The City hired Hennessey Construction Services to provide construction management services in relationship to the proposed project. The purpose of hiring a construction manager was to compliment the traditional project team of owner and architect by adding a player that has professional expertise in the specialized areas of cost estimating, systems analysis, value engineering, scheduling of construction activities, procurement, coordination and contractor supervision. Incidentally, this delivery system has proven to be vital as we navigate our way through the process to define the final scope of the project.

July 21, 2015 - Keith Greminger on behalf of Kimley-Horn and Associates made a presentation to the City Council on the proposed improvements to the Recreation and Aquatics Center. The proposed project components were introduced in detail and specific approvals were solicited. Mr. Greminger reported an expected preliminary cost estimate of \$2,470,549 and indicated that the design work would be concluded in August of 2015. He additionally indicated that the construction would likely span a six to eight month period of time.

September 15, 2015 - At a regularly scheduled meeting of the City Council it was determined that a pro forma should be performed in order to more accurately assess the value of the proposed improvements to the city.

October 7, 2015-Hennessey Construction Services provided a report to city staff that the project bids had been received. The result of which yielded a guaranteed maximum price of \$2,384,487 for the project which at the time included all of the proposed project elements as presented on February 3, 2015 and July 21, 2015.

October 27, 2015 - City Council conducted a work session to evaluate the costs associated with the various project elements. At the conclusion of the presentation and the ensuing discussion it was agreed that the project cost needed to be constrained and staff was given specific direction in that regard from the members of the City Council.

December 3, 2015 - City staff, along with Kimley-Horn and Associates and Hennessey Construction Services, proposed that the following elements of the project be deleted in order to minimize the overall project budget:

- Drop-off area and additional parking
- Aquatic deck expansion and enhancements and
- Various improvements to the existing building i.e.- glass storefront at lobby, reception desk and covered

walkway

January 19, 2016 - The Sports Facilities Advisory and The Sports Facilities Management (SFA/SFM) Group was contracted to perform a Market Study, Facility and Operations Audit and a Pro Forma relating to the financial implications and the economic impact of the proposed improvements at the Recreation and Aquatics Center.

April 21, 2016 - City Council conducted a work session where Evan Eleff and Thomas Parker of SFA/SFM provided an update on the status of their work and introduced preliminary recommendations on the operations, programs and physical facility in relationship to the proposed project.

August 1, 2016 - A work session was held so that SFA/SFM could present their final report and financial forecast and also respond to specific questions from City Council. At the meeting, SFA/SFM advanced several operational suggestions and presented recommendations related to the proposed physical facility improvements as well. In short, SFA/SFM indicated their support of the following five recommendations for the physical facility:

- Relocate and expand the Fitness Center to the front of the building
- Add a child watch area
- Establish a one room addition to be used as multi-purpose space
- Update the furniture, fixtures and equipment at the pool deck and
- Open the Skate Park

Additionally, SFA/SFM indicated their support of the value driven project recommendations as contemplated on December 3, 2015 and affirmed that the budget appeared to be realistic for the identified improvements.

November 18, 2016 - Final bid documents were received by Hennessey Construction Services for the amended scope of the project. The total guaranteed maximum price for the project was \$2,714, 601 which is \$330,114 higher than the bid that was originally received for the project in October of 2015.

December 2016 - City staff worked with our consultants on the project, Kimley- Horn and Associates and Hennessey Construction Services, to establish a revision to the Guaranteed Maximum Price of the project. The purpose of which was to reduce the project budget by instituting several value based project changes. The changes resulted in a savings of \$280,264 and included items such as:

- Delete Main Entrance Walkway Canopy
- Delete New Curtainwall and Auto Sliding Doors at Main Entrance
- Delete 58 Linear Feet of Sun Louvers at Roof Overhang
- Delete Monument Sign
- Delete Electrical Work for Site Monument Sign

The project Guaranteed Maximum Price with the above referenced contract revisions results in a project budget in the amount of \$2,434,337.

January 2017 - City staff along with our consultants on the project identified some additional considerations by which to reduce the total cost associated with the project. The items are as follows:

- GMP Revision #1, December 2016
- Delete Drop-Off Drive and Parking
- Delete Pool Deck Enhancement and Amenities
- Delete Activity Room Addition and Build One in Existing Administrative Space
- Reduce Contingency Account to 5%

If all of the considerations are implemented then the project budget would be reduced by an additional \$576,372 and the revised project budget would be \$1,857,965.

#### **RECOMMENDATION:**

The recommendation is to approve the request to authorize the City Manager to enter into a contract with Hennessey Construction Services for a guaranteed maximum price of \$1,857,965 to implement the following improvements at the Recreation and Aquatics Center:

- Establish a new Fitness Center and Children's Area
- Renovate the existing Fitness Center and
- Create an Activity Room

#### **BUDGET/FISCAL IMPACT:**

The funding to support this expenditure will be provided as follows:

- Penny for Pasco 1- \$1,131,842
- Penny for Pasco 2- \$ 726,123

**ATTACHMENTS:**

	Description	Type
▣	Guaranteed Maximum Price Proposal from Hennessey Construction Services	Backup Material
▣	Subcontractor Bid Matrices	Backup Material

New Port Richey  
 Recreation & Aquatics Center  
 Construction GMP Estimate Summary  
 1.27.2017



New Port Richey RAC - Construction GMP Estimate Summary	
Description	Cost
*Recreation & Aquatics Center GMP Price Rev-1 w/Accepted VE: December 7, 2016	\$2,434,337
Delete Drop-Off Drive/Parking & Covered Walkway Area	(\$283,779)
**Delete Pool Deck & Amenities	(\$154,016)
**Delete Activity Room Addition	(\$169,085)
Allowance to Provide 1,477 SF of New Activity Rooms in Renovated Existing Office Space	\$78,463
Reduce Project Contingency to 5%	(\$47,955)
<b>Revised GMP Amount w/Reduced Scope</b>	<b>\$1,857,965</b>

\*GMP Estimate Includes 5% Contingency & VE Items Approved by Owner.

\*\*Area Deletion Numbers Do Not Include the Accepted VE Items Already Credited in the Revised GMP Estimate Amount.

Spreadsheet Level	Takeoff Quantity	Labor Productivity	Labor Amount	Material Price	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Total Amount
<b>1 - GC's</b>										
<b>1000 GENERAL CONDITIONS</b>										
<i>1100 Project Managment</i>										
Project Manager, Phone & Car - (ST) Precon (80 hrs), 2017	2.00 week	40.000 mh/week	8,061	0.55 /mh	44	57.52 /week	115	2.88 /hour	230	8,450
Project Manager, Phone & Car - (ST) (20 hrs/week), 2017	37.00 week	20.000 mh/week	74,562	0.55 /mh	405	28.76 /week	1,064	2.88 /hour	2,131	78,162
Project Manager, Phone & Car - (ST) Closeout (16 hrs), 2017	1.00 week	16.000 mh/week	1,612	0.55 /mh	9	23.01 /week	23	2.88 /hour	46	1,690
Project Engineer & Car - (JP) (8 hrs/week), 2017	35.00 week	8.000 mh/week	12,726	0.55 /mh	153	11.50 /week	403	2.88 /mh	806	14,088
<i>Project Managment</i>			<u>96,961</u>		<u>610</u>	<i>/week</i>	<u>1,605</u>		<u>3,214</u>	<u>102,391</u>
<i>1101 Superintendent</i>										
Superintendent, Phone & Truck - (MM) Full-Time, 2017	37.00 week	40.000 mh/week	133,052	0.55 /mh	810	57.52 /week	2,128	2.88 /mh	4,262	140,252
Superintendent, Air Card	8.00 mnth			/mnth		73.00 /mnth	584	/mnth		584
Superintendent, Phone & Truck - (MM)	3.00 week	40.000 mh/week	10,788	0.55 /mh	66	57.52 /week	173	2.88 /mh	346	11,372
Precon/Closeout, 2017										
<i>Superintendent</i>			<u>143,840</u>		<u>875</u>	<i>/week</i>	<u>2,885</u>		<u>4,608</u>	<u>152,208</u>
<i>1160 Safety Meetings</i>										
Safety Meetings - (KN) (3 hrs/week), 2017	35.00 week	3.000 mh/week	8,694	0.55 /mh	57	4.31 /week	151	2.88 /mh	302	9,205
<i>Safety Meetings</i>			<u>8,694</u>		<u>57</u>	<i>/week</i>	<u>151</u>		<u>302</u>	<u>9,205</u>
<i>1170 Preconstruction</i>										
Preconstruction	1.00 lsum	40.000 mh/lsum		-	-	3,000.00 /lsum	<u>3,000</u>	-	-	<u>3,000</u>
<i>Preconstruction</i>						<i>/week</i>	<u>3,000</u>			<u>3,000</u>
<i>1172 Project Secretary</i>										
Project Secretary - (DW) (8 hrs/week), 2017	37.00 week	8.000 mh/week	11,503							11,503
<i>Project Secretary</i>			<u>11,503</u>			<i>/week</i>				<u>11,503</u>
<i>1210 Temporary Electricity</i>										
Temporary Electricity for Trailer	8.00 mnth		-	-	-	150.00 /mnth	1,200	-	-	1,200
Temporary Relocates for Offices - Allowance	1.00 lsum		-	-	-	5,000.00 /lsum	5,000	-	-	5,000
<i>Temporary Electricity</i>						<i>/mnth</i>	<u>6,200</u>			<u>6,200</u>
<i>1301 Temporary Office</i>										

Spreadsheet Level	Takeoff Quantity	Labor Productivity	Labor Amount	Material Price	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Total Amount
1301 Temporary Office										
Temporary Office - Single 20' Mobile Mini (William Scotsman), 2017 *DELETED 12.7.16	EXCL		-	-	-	-	-	454.00 /EXC L		
Temporary Office - Drop-off & Pickup *DELETED 12.7.16	EXCL	mh/EXC L		0.00 /EXC L	0			-	-	
*City to Provide Temp Office Space in Onsite Building	INCL	mh/INC L		/INCL				-	-	
1310 Temporary Barricades										
Temporary Barricades/Protection Temporary Barricades	8.00 mnth	mnth/mh	0	0.00 /mnth	0	750.00 /mnth	6,000	-	-	6,000
						/each	6,000			6,000
1315 Temporary Toilet										
Temp Toilets, 2 ea. Temporary Toilet	8.00 mnth		-	200.00 /mnth	1,600	-	-	-	-	1,600
					1,600	/mnth				1,600
1320 Temporary Fence										
Temporary Chain Link Fence (Panelized)	1,422.00 lnft		-	-	-	3.75 /lnft	5,333	-	-	5,333
Temporary Chain Link Fence - Gates	2.00 each		-	-	-	300.00 /each	600	-	-	600
Temporary Chain Link Fence - Drop-off/Pickup Temporary Fence	1.00 lsum		-	-	-	200.00 /lsum	200	-	-	200
						/sub	6,133			6,133
1410 Testing Lab. Services										
Materials Testing - Allowance Testing Lab. Services	1.00 lsum		-	-	-	3,000.00 /lsum	3,000	-	-	3,000
						/lsum	3,000			3,000
1610 Permits										
City Permits - BY OWNER	lsum		-	-	-			-	-	
Plans Review & Inspection Fees - Quorum	0.00 lsum		-	-	-	0.00 /lsum	0	-	-	0
1620 Impact Fees										
Impact Fee - BY OTHERS	lsum		-	-	-			-	-	

Spreadsheet Level	Takeoff Quantity	Labor Productivity	Labor Amount	Material Price	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Total Amount
1705 Current Cleanup										
*Current Cleanup Laborer - (40 hrs/week) *Updated 12.7.16	30.00 week	16.000 mh/week	6,720	10.00 /week	300	-	-	-	-	7,020
Current Cleanup			6,720		300	/week				7,020
1707 Haul Dumpster										
Haul Dumpster 30 CY	20.00 haul		-	-	-	500.00 /haul	10,000	-	-	10,000
Haul Dumpster						/each	10,000			10,000
1710 Final Cleanup										
Final Clean	39,000.00 gsf		-	-	-	0.20 /gsf	7,800	-	-	7,800
Final Cleanup						/sum	7,800			7,800
1715 Clean Glass										
Clean	1.00 lsum		-	-	-	3,500.00 /lsum	3,500	-	-	3,500
Curtainwall/Storefront/Glazing										
Clean Glass						/lsum	3,500			3,500
1735 Blue Prints										
Construction Printing (Plans/As-Built's)	1.00 lsum		-	-	-	1,200.00 /lsum	1,200	-	-	1,200
Public Bid Advertisements	1.00 lsum		-	-	-	800.00 /lsum	800	-	-	800
Blue Prints						/lsum	2,000			2,000
1750 Job Sign										
Job Signage	1.00 each	4.000 mh/each		400.00 /each	400	-	-	-	-	400
Job Sign					400	/lsum				400
GENERAL CONDITIONS			267,718		3,843	/1310	52,273		8,124	331,959
1 - GC's			267,718		3,843		52,273		8,124	331,959

2- SITE

2200 EARTHWORK

2201 Sitework Subcontractor										
Sitework Subcontract (RE Beckner)	1.00 lsum		-	-	-	175,570.00 /lsum	175,570	-	-	175,570
*Survey/Layout (Crew of 2)	1.00 days		-	-	-	900.00 /days	900	-	-	900
- Bldg: Tie-in Survey & Exterior Demo										
*Survey/Layout - Site Demo, Grading, Asphalt, & Curb (w/Site Contractor)	****		-	-	-			-	-	
*Survey/Layout (Crew of 2)	2.00 days		-	-	-	900.00 /days	1,800	-	-	1,800
- Bldg Addition Pads										
*Survey/Layout (Crew of 2)	1.00 days		-	-	-	900.00 /days	900	-	-	900
- Walkway Canopies										

Spreadsheet Level	Takeoff Quantity	Labor Productivity	Labor Amount	Material Price	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Total Amount
<i>2201 Sitework Subcontractor</i>										
*Survey/Layout (Crew of 2)	1.00 days		-	-	-	900.00 /days	900	-	-	900
- Sidewalks (Walks w/Concrete Vendor)										
*Survey/Layout (Crew of 2)	1.00 days		-	-	-	900.00 /days	900	-	-	900
- Pool Area										
*Survey/Layout (Crew of 2)	3.00 days		-	-	-	900.00 /days	2,700	-	-	2,700
- As-Builts/Restakes										
*Temp Protection @ (e)	1,720.00 sqft		-	-	-	0.85 /sqft	1,462	-	-	1,462
Sidewalks/Pool Deck - Install										
*Temp Protection @ (e)	1,720.00 sqft		-	-	-	0.48 /sqft	826	-	-	826
Sidewalks/Pool Deck - Maintain										
*Soil Poisoning - North & South Bldg Addition Slabs	3,786.00 sqft		-	-	-	0.17 /sqft	644	-	-	644
*Soil Poisoning - Walkway Canopies/Sidewalks @ Bldg	6,252.00 sqft		-	-	-	0.17 /sqft	1,063	-	-	1,063
*Soil Poisoning - Pool Deck/Patios @ Building	3,364.00 sqft		-	-	-	0.17 /sqft	572	-	-	572
*Soil Poisoning - Trip Charges	3.00 each		-	-	-	150.00 /each	450	-	-	450
*Relocate (e) Roof Drain Leaders (SE) - Allowance	1.00 lsum		-	-	-	1,600.00 /lsum	1,600	-	-	1,600
*Demo @ Pool Deck for New Canopy (not Shown)	1.00 lsum		-	-	-	2,000.00 /lsum	2,000	-	-	2,000
<b>Mob/GC's</b>	<b>incl</b>		-	-	-			-	-	
<b>Erosion Control &amp; Track-off Mat</b>	<b>incl</b>		-	-	-			-	-	
<b>Layout &amp; As-Built's</b>	<b>incl</b>		-	-	-			-	-	
<b>Tree Barricades (33 each)</b>	<b>incl</b>		-	-	-			-	-	
<b>Clearing/Demo: Concrete, Asphalt, Curb, Fencing, Landscaping, &amp; Utilities</b>	<b>incl</b>		-	-	-			-	-	
<b>Clear Select Trees (6 each)</b>	<b>incl</b>		-	-	-			-	-	
<b>Rough Grade @ New Work</b>	<b>incl</b>		-	-	-			-	-	
<b>Construct Bldg Pads / Construct Base for Turf &amp; Athletic Areas</b>	<b>incl</b>		-	-	-			-	-	
<b>Asphalt Paving &amp; New Curb</b>	<b>incl</b>		-	-	-			-	-	



Spreadsheet Level	Takeoff Quantity	Labor Productivity	Labor Amount	Material Price	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Total Amount
<b>2201 Sitework Subcontractor</b>										
<b>Striping &amp; Signage</b>	<b>incl</b>		-	-	-			-	-	
<b>Relocate (e) Water Service</b>	<b>incl</b>		-	-	-			-	-	
<b>Storm Water Work; Modify (e) Weir</b>	<b>incl</b>		-	-	-			-	-	
*Tie New Roof Drain Leader into (e) 8" HDPE Line (Activity Rm Roof Drain)	1.00 lsum		-	-	-	1,200.00 /lsum	1,200	-	-	1,200
*Tie New Walkway Canopies Roof Leaders into (e) Storm	1.00 lsum		-	-	-	750.00 /lsum	750	-	-	750
Note 15/A2.4: North Addition Roof Leader Tie-ins	2.00 each		-	-	-	350.00 /each	700	-	-	700
<b>Sitework Subcontractor EARTHWORK</b>						<b>/each</b>	<b>194,936</b>			<b>194,936</b>
<b>2600 SITE PAVING</b>										
<b>2652 Concrete Walkways</b>										
<b>Site &amp; Building: Concrete Sidewalks (w/Concrete)</b>	<b>****</b>		-	-	-	<b>0.00 /****</b>	<b>0</b>	-	-	<b>0</b>
<b>Pool Area: Pool Deck &amp; Retaining Wall Concrete (w/Concrete)</b>	<b>****</b>		-	-	-			-	-	
<b>Patch Concrete Pool Deck @ New Canopy (w/Concrete)</b>	<b>****</b>		-	-	-			-	-	
<b>Ribbon Curb @ Turf-to-Landscape Areas (w/Concrete)</b>	<b>****</b>		-	-	-	<b>0.00 /****</b>	<b>0</b>	-	-	<b>0</b>
<b>2700 SITE IMPROVEMENTS</b>										
<b>2710 Site Fences</b>										
Site Fence Subcontract (Smith)	1.00 lsum		0	0.00 /lsum	0	28,865.00 /lsum	28,865	-	-	28,865
<b>6' High Aluminum Picket 3-Rail Fence</b>	<b>incl</b>			<b>/incl</b>				-	-	
<b>4' High Aluminum Picket 3-Rail Fence</b>	<b>incl</b>			<b>/incl</b>				-	-	
<b>2 each Man-Gates Top Ring Option</b>	<b>incl</b>			<b>/incl</b>				-	-	
<b>Site Fences</b>						<b>/lsum</b>	<b>28,865</b>			<b>28,865</b>

Spreadsheet Level	Takeoff Quantity	Labor Productivity	Labor Amount	Material Price	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Total Amount
<i>2760 Site Furnishings</i>										
Artificial Turf Subcontract (RepServices)	1.00 Isum		0	0.00 /Isum	0	33,720.00 /Isum	33,720	-	-	33,720
<b>F &amp; I - Turf Mound, Turf Waves, &amp; Forever Lawn</b>	<b>incl</b>			<b>/incl</b>				<b>-</b>	<b>-</b>	
EPDM Rubber Surface Subcontract (RepServices)	1.00 Isum			/Isum		10,524.00 /Isum	10,524	-	-	10,524
<b>F &amp; I - Poured EPDM Surface</b>	<b>incl</b>			<b>/incl</b>				<b>-</b>	<b>-</b>	
<b>Concrete Ribbon Curbs (w/Concrete)</b>	<b>incl</b>			<b>/incl</b>				<b>-</b>	<b>-</b>	
Rivage Loungers (15 each) (Modern Design)	1.00 Isum			/Isum		14,451.00 /Isum	14,451	-	-	14,451
Chill Chaise Lounges (24 each) (Landscape Forms)	1.00 Isum			/Isum		21,388.00 /Isum	21,388	-	-	21,388
Loll Adirondack Chairs (9 each) (Design within Reach)	1.00 Isum			/Isum		7,541.00 /Isum	7,541	-	-	7,541
Installation of Site Furnishings - Allowance	48.00 each			/each		80.00 /each	3,840	-	-	3,840
Relocate Shade Umbrellas (S-105/H-200) - Allowance	3.00 each			/each		1,500.00 /each	4,500	-	-	4,500
*DELETE - Artificial Turf Subcontract (RepServices) *12.7.16	-1.00 Isum			/Isum		33,720.00 /Isum	(33,720)	-	-	(33,720)
*DELETE - EPDM Rubber Surface Subcontract (RepServices) *12.7.16	-1.00 Isum			/Isum		10,524.00 /Isum	(10,524)	-	-	(10,524)
*DELETE - Rivage Loungers (15 each) (Modern Design) *12.7.16	-1.00 Isum			/Isum		14,451.00 /Isum	(14,451)	-	-	(14,451)
*DELETE - Chill Chaise Lounges (24 each) (Landscape Forms) *12.7.16	-1.00 Isum			/Isum		21,388.00 /Isum	(21,388)	-	-	(21,388)
*DELETE - Loll Adirondack Chairs (9 each) (Design within Reach) *12.7.16	-1.00 Isum			/Isum		7,541.00 /Isum	(7,541)	-	-	(7,541)
*DELETE - Installation of Site Furnishings - Allowance *12.7.16	-48.00 each			/each		80.00 /each	(3,840)	-	-	(3,840)
<i>Site Furnishings</i>						<i>/each</i>	<u>4,500</u>			<u>4,500</u>
<i>2790 Decks and Docks</i>										
Wood Terraced Decks Subcontract (Integrity)	1.00 Isum			/Isum		42,500.00 /Isum	42,500	-	-	42,500
<b>2x6 Composite Deck on Marine PT Posts</b>	<b>incl</b>			<b>/incl</b>				<b>-</b>	<b>-</b>	

Spreadsheet Level	Takeoff Quantity	Labor Productivity	Labor Amount	Material Price	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Total Amount
2790 Decks and Docks										
<b>Concrete Post</b>	<i>incl</i>			<i>/incl</i>				-	-	
<b>Footers</b>										
Decks and Docks						/lsum	42,500			42,500
<b>SITE IMPROVEMENTS</b>						/lsum	75,865			75,865
2800 LANDSCAPE & IRRIGATION										
2810 Landscaping & Irrigation										
Landscaping & Irrigation	1.00	lsum	-	-	-	73,600.00 /lsum	73,600	-	-	73,600
Subcontract (National)										
*6" HDPE (in Sock) Drains	220.00	lnft	-	-	-	21.00 /lnft	4,620	-	-	4,620
@ Terraced Deck										
<b>Tree Barricades</b>	<b>****</b>		-	-	-			-	-	
<b>(w/Site)</b>										
<b>Fine Grade your</b>	<i>incl</i>		-	-	-			-	-	
<b>Work</b>										
<b>Planting Soil</b>	<i>incl</i>		-	-	-			-	-	
<b>Mulch</b>	<i>incl</i>		-	-	-			-	-	
(e) Sod Repair - Allowance	1.00	lsum	-	-	-	3,700.00 /lsum	3,700	-	-	3,700
(13,300 SF)										
<b>Trees, Groundcover,</b>	<i>incl</i>		-	-	-			-	-	
<b>Plantings, &amp; Shrubs</b>										
<b>D/B Irrigation</b>	<i>incl</i>		-	-	-			-	-	
<b>*Utilitze (e) Water</b>	<i>incl</i>		-	-	-			-	-	
<b>Source within 15-feet</b>										
Landscaping & Irrigation						/sub	81,920			81,920
<b>LANDSCAPE &amp; IRRIGATION</b>						/lsum	81,920			81,920
3000 CONCRETE & MASONRY										
3002 Concrete Work										
Pool Area Concrete	1.00	lsum		/lsum		58,940.00 /lsum	58,940	-	-	58,940
Subcontract (Joswig)										
<b>Colored Concrete</b>	<i>incl</i>			<i>/incl</i>				-	-	
<b>Pool Deck</b>										
<b>Concrete Retaining</b>	<i>incl</i>			<i>/incl</i>				-	-	
<b>Walls w/Footings</b>										
<b>(inc/Wave Retaining</b>										
<b>Wall)</b>										
<b>*Wood Deck</b>	<b>****</b>			<i>/****</i>				-	-	
<b>Concrete Footers</b>										
<b>(w/Wood Deck)</b>										

Spreadsheet Level	Takeoff Quantity	Labor Productivity	Labor Amount	Material Price	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Total Amount
<b>3002 Concrete Work</b>										
*Concrete Patch @ Pool Deck Demo for New Canopy (Not Shown) - Allowance	1.00 Isum			/Isum		5,000.00 /Isum	5,000	-	-	5,000
*Ribbon Curb @ Turf-to-Landscape Areas - Allowance	143.00 Inft			/Inft		11.00 /Inft	1,573	-	-	1,573
<b>Concrete Work</b>						<b>/Isum</b>	<b>65,513</b>			<b>65,513</b>
<b>CONCRETE &amp; MASONRY</b>							<b>65,513</b>			<b>65,513</b>
<b>10000 SPECIALTIES</b>										
<b>10905 Aluminum Walkway Canopies</b>										
Aluminum Canopies (Mullet's)	1.00 Isum		0	0.00 /Isum	0	123,964.00 /Isum	123,964	-	-	123,964
*DELETE - Main Entrance Aluminum Canopy (Mullet's) *12.7.16	-884.00 Isum			/Isum		66.00 /Isum	(58,344)	-	-	(58,344)
Aluminum Shade Louvers (Mullet's)	1.00 Isum		0	0.00 /Isum	0	28,768.00 /Isum	28,768	-	-	28,768
*DELETE - Aluminum Shade Louvers (Mullet's) *12.7.16	-1.00 Isum			/Isum		28,768.00 /Isum	(28,768)	-	-	(28,768)
*Radiused 2-Line Aluminum Site Handrails (Mullet's unit Cost)	155.00 Inft			/Inft		59.00 /Inft	9,145	-	-	9,145
<b>Aluminum Walkway Canopies</b>						<b>/sqft</b>	<b>74,765</b>			<b>74,765</b>
<b>SPECIALTIES</b>							<b>74,765</b>			<b>74,765</b>
<b>16000 ELECTRICAL SYSTEMS</b>										
<b>16001 Electrical</b>										
<b>Power Distribution:</b>	<b>incl</b>		-	-	-			-	-	
<b>Site Sign Work per E2.4</b>										
<b>2- SITE</b>							<b>492,999</b>			<b>492,999</b>
<b>3- BLDG</b>										
<b>2000 DEMOLITION</b>										
<b>2005 Building Demolition</b>										
Bldg Demolition Subcontract (Standard)	1.00 Isum		-	-	-	28,865.00 /Isum	28,865	-	-	28,865
*Engineered Temporary Shoring - Allowance	1.00 Isum		-	-	-	9,000.00 /Isum	9,000	-	-	9,000
*Bldg Demo Mob's	3.00 each		-	-	-	500.00 /each	1,500	-	-	1,500
<b>Layout Demo</b>	<b>incl</b>		-	-	-			-	-	
<b>Dust Protection (by GC)</b>	<b>****</b>		-	-	-			-	-	

Spreadsheet Level	Takeoff Quantity	Labor Productivity	Labor Amount	Material Price	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Total Amount
2005 Building Demolition										
Haul-off & Dumpsters for Your Work	incl		-	-	-			-	-	
Site Demo (w/Site)	****		-	-	-			-	-	
Temp Shoring (by GC)	****		-	-	-			-	-	
Exterior Bldg Demo: Masonry Screen Wall & Fence, Exterior Stair	incl		-	-	-			-	-	
Exterior Non-Bearing Masonry Walls & Curtainwall/Storefront	incl		-	-	-			-	-	
Exterior Bearing Masonry Walls @ New Additions	incl		-	-	-			-	-	
Exterior Soffits & Light Fixtures	incl		-	-	-			-	-	
Select Roofing & Roof Structure	incl		-	-	-			-	-	
Interior CMU Walls & Glass Block, Drywall Partitions/Ceilings/Soffits, ACT	incl		-	-	-			-	-	
Flooring & Base	incl		-	-	-			-	-	
Abandoned MEP: Ceilings & Walls	incl		-	-	-			-	-	
Casework, Doors & Frames, Interior Windows	incl		-	-	-			-	-	
Misc. Demo Items: Operable Partition, Lockers, etc.	incl		-	-	-			-	-	
Misc. Salvage: Security, AV, Cubbies, Div-10 Items, Vending Machines, etc.	incl		-	-	-			-	-	

Spreadsheet Level	Takeoff Quantity	Labor Productivity	Labor Amount	Material Price	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Total Amount
2005 Building Demolition										
*Sawcut Slab (w/Crosscuts) - Plumbing	78.00 Inft		-	-	-	3.00 /Inft	234	-	-	234
*Sawcut Slab (w/Crosscuts) - Electrical	36.00 Inft		-	-	-	3.00 /Inft	108	-	-	108
*Sawcut Slab - Trip Charges	2.00 each		-	-	-	100.00 /each	200	-	-	200
*Remove Concrete SOG - Plumbing	52.00 sqft		-	-	-	5.00 /sqft	260	-	-	260
*Remove Concrete SOG - Electrical	24.00 sqft		-	-	-	5.00 /sqft	120	-	-	120
*Dust Protection (North) - Install	1,040.00 sqft		-	-	-	0.65 /sqft	676	-	-	676
*Dust Protection (North) - Maintain	1,040.00 sqft		-	-	-	0.30 /sqft	312	-	-	312
*Dust Protection (Lobby) - Install	1,968.00 sqft		-	-	-	0.65 /sqft	1,279	-	-	1,279
*Dust Protection (Lobby) - Maintain	1,968.00 sqft		-	-	-	0.30 /sqft	590	-	-	590
*Dust Protection (East) - Install	256.00 sqft		-	-	-	0.65 /sqft	166	-	-	166
*Dust Protection (East) - Maintain	256.00 sqft		-	-	-	0.30 /sqft	77	-	-	77
*Zip Poles	12.00 each		-	-	-	61.00 /each	732	-	-	732
*Misc. Dust Protection Items (Walk-off Mats, Zipwall, Tape, etc.)	1.00 lsum		-	-	-	450.00 /lsum	450	-	-	450
*Demo CMU for MEP	1.00 lsum		-	-	-	600.00 /lsum	600	-	-	600
*Demo of (e) Plumbing Fixtures	1.00 lsum		-	-	-	950.00 /lsum	950	-	-	950
*Demo (e) South Elevation Window Canopies	5.00 each		-	-	-	550.00 /each	2,750	-	-	2,750
*DELETE - Demo of (e) Main Entrance Curtainwall System/Doors	-1.00 lsum		-	-	-	500.00 /lsum	(500)	-	-	(500)
Building Demolition						/lsum	48,370			48,370
2190 Hazardous Materials Surve										
ACM Bldg Survey/Certification - Allowance	1.00 lsum		-	-	-	5,000.00 /lsum	5,000	-	-	5,000
Hazardous Materials Surve						/lsum	5,000			5,000
DEMOLITION							53,370			53,370
3000 CONCRETE & MASONRY										
3002 Concrete Work										
Concrete & Masonry Subcontract (Joswig)	1.00 lsum		0	0.00 /lsum	0	160,330.00 /lsum	160,330	-	-	160,330

Spreadsheet Level	Takeoff Quantity	Labor Productivity	Labor Amount	Material Price	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Total Amount
3002 Concrete Work										
Continuous Footings @ New Bldg Additions (Stepped)	incl			/incl				-	-	
*Anchor into (e) Bldg Footings per Design	incl			/incl				-	-	
Pad Footings for Bldg Columns	incl			/incl				-	-	
4" Bldg SOG w/Visqueen & WWF (Both Additions)	incl			/incl				-	-	
CIP Bldg Columns & Tie-Beams	incl			/incl				-	-	
CMU Addition Stem Walls	incl			/incl				-	-	
New CMU Addition Walls	incl			/incl				-	-	
*Anchor into (e) Bldg CMU Walls per Design	incl			/incl				-	-	
Precast Lintels per Design	incl			/incl				-	-	
Grout Cells per Design	incl			/incl				-	-	
*F & I Rebar for Concrete & Masonry	incl			/incl				-	-	
Grout New HM Doorframes	incl			/incl				-	-	
Sawcut Control Joints	incl			/incl				-	-	
Exacavate, Backfill, & Compact Own Work	incl			/incl				-	-	
Fine Grade Own Work	incl			/incl				-	-	
Dry Pack Column Bases	incl			/incl				-	-	
Diamond Pourbacks	incl			/incl				-	-	
Set Steel Embeds	incl			/incl				-	-	

Spreadsheet Level	Takeoff Quantity	Labor Productivity	Labor Amount	Material Price	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Total Amount
<i>3002 Concrete Work</i>										
<b>New Sidewalks</b>	<i>incl</i>			<i>/incl</i>				-	-	
<b>w/ADA Ramps</b>										
<b>Column Pads for</b>	<i>incl</i>			<i>/incl</i>				-	-	
<b>New Walkway</b>										
<b>Canopies</b>										
*Concrete Pourbacks - Plumbing (26 LF)	2.93 cuyd			/cuyd		900.00 /cuyd	2,637	-	-	2,637
*Concrete Pourbacks - Plumbing (Short Load)	1.00 each			/each		110.00 /each	110	-	-	110
*Concrete Pourbacks - Electrical (12 LF)	1.34 cuyd			/cuyd		900.00 /cuyd	1,206	-	-	1,206
*Concrete Pourbacks - Electrical (Short Load)	1.00 each			/each		110.00 /each	110	-	-	110
*Grout HM Doorframes @ CMU	6.00 each			/each		75.00 /each	450	-	-	450
*Misc. Lintel Work for MEP	1.00 lsum			/lsum		800.00 /lsum	800	-	-	800
*Grout & Patch Select CMU Demo	1.00 lsum			/lsum		600.00 /lsum	600	-	-	600
*Grout Cells at Glass Block Removal - Allowance	1.00 lsum			/lsum		1,500.00 /lsum	1,500	-	-	1,500
*New Monument Sign Allowance	1.00 lsum			/lsum		15,000.00 /lsum	15,000	-	-	15,000
*DELETE - New Monument Sign Allowance *12.7.16	-1.00 lsum			/lsum		15,000.00 /lsum	(15,000)	-	-	(15,000)
*DELETE - Pad Footings for Main Entrance Walkway Canopy *12.7.16	-12.00 each			/each		400.00 /each	(4,800)	-	-	(4,800)
<i>Concrete Work</i>						<i>/lsum</i>	<b>162,943</b>			<b>162,943</b>
<b>CONCRETE &amp; MASONRY</b>							<b>162,943</b>			<b>162,943</b>
<b>5000 STEEL</b>										
<i>5105 Misc Steel &amp; Metals</i>										
Structural Steel Subcontract (Capital)	1.00 lsum			/lsum		172,017.00 /lsum	172,017	-	-	172,017
*1/4" Plate Steel Window Shadow Frame @ Room 109A	42.00 sqft			/sqft		14.85 /sqft	624	-	-	624
*Structural Steel Support Frame for Sliding Door 100 - Allowance	1.00 lsum			/lsum		1,900.00 /lsum	1,900	-	-	1,900
<b>Galvanized Metal</b>	<i>incl</i>			<i>/incl</i>				-	-	
<b>Roof Deck @ Main Entry &amp; Rooms</b>										
<b>118/125</b>										
<b>Radiused Bow Trusses</b>	<i>incl</i>			<i>/incl</i>				-	-	



Spreadsheet Level	Takeoff Quantity	Labor Productivity	Labor Amount	Material Price	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Total Amount
5105 Misc Steel & Metals										
Low Sloped Bar-Joists w/Angle Bracing	incl			/incl				-	-	
Columns & Beams	incl			/incl				-	-	
TS Truss Bracing & Framing	incl			/incl				-	-	
Galvanized Metal	incl			/incl				-	-	
Roof Deck @ Activity Addition										
Pre-Finished Architectural Metal	incl			/incl				-	-	
Roof Deck @ North Addition/Main Entry										
Perimeter Angle for Deck	incl			/incl				-	-	
Frames for Roof Openings	incl			/incl				-	-	
*Ceiling Fan Support Steel	incl			/incl				-	-	
Furnish Concrete/Masonry Embeds w/Templates										
*Supply Steel Lintels for CMU (Precast Lintels w/Masonry)	N/A			/N/A				-	-	
Pre-Finished Architectural Roof Deck per Arch Plans	EXCL			/EXCL				-	-	
*DELETE - Structural Steel Support Frames for Sliding Door 100 *12.7.16	-1.00 lsum			/lsum		3,000.00 /lsum	(3,000)	-	-	(3,000)
Misc Steel & Metals						/lsum	171,541			171,541
STEEL							171,541			171,541
6000 WOOD & PLASTICS										
6701 Custom Casework/ Shelving										
Custom Cabinets	1.00 lsum		-	-	-	26,260.00 /lsum	26,260	-	-	26,260
Subcontract (Star Quality)										
Reception Desk w/Solid Surface Top	incl		-	-	-			-	-	

Spreadsheet Level	Takeoff Quantity	Labor Productivity	Labor Amount	Material Price	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Total Amount
6701 Custom Casework/ Shelving										
Reception Desk - Glass Display Case (Front & Top)	incl		-	-	-			-	-	
Child Care 125 Casework (Uppers/Lowers w/ SS Top)	incl		-	-	-			-	-	
Child Care 125 Check-in Counter w/SS Top	incl		-	-	-			-	-	
Break Room Room 146 (Uppers/Lowers w/ SS Top)	incl		-	-	-			-	-	
*Stainless Steel Reveals per Elevations/Sections	incl		-	-	-			-	-	
*Multiple Mob's Custom Casework/ Shelving	1.00 lsum		-	-	-	300.00 /lsum	300	-	-	300
WOOD & PLASTICS						/lsum	26,560			26,560
							26,560			26,560
7000 THERMAL-MOIST PROTECTION										
7010 Thermal & Moisture Prot.										
Waterproofing & Caulking Subcontract (SPC)	1.00 lsum			/lsum		15,420.00 /lsum	15,420	-	-	15,420
New Fluid-Applied CMU Wall Air Barrier/WP	incl			/incl				-	-	
Caulking of New Vertical & Horizontal Bldg Construction & Control Joints	incl			/incl				-	-	
Caulk Exterior HM Doorframes	incl			/incl				-	-	
Caulking of New Site Concrete Control Joints	incl			/incl				-	-	
*Misc. Caulking @ (e) Construction	38,000.00 gsf			/gsf		0.02 /gsf	760	-	-	760
Thermal & Moisture Prot.						/lsum	16,180			16,180
7505 Membrane Roofing										

Spreadsheet Level	Takeoff Quantity	Labor Productivity	Labor Amount	Material Price	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Total Amount
<i>7505 Membrane Roofing</i>										
Roofing Subcontract (Aderhold)	1.00 lsum		-	-	-	73,650.00 /lsum	73,650	-	-	73,650
Applied Ribs for New TPO Roof	1.00 lsum		-	-	-	7,500.00 /lsum	7,500	-	-	7,500
<b>60-mil Mechanically-Fastened TPO w/Applied Ribs</b>	<i>incl</i>		-	-	-			-	-	
<b>Wrap Inside of Parapets w/TPO per Details</b>	<i>incl</i>		-	-	-			-	-	
<b>Scupper @ Activity Addition / Coverboard per Spec</b>	<i>incl</i>		-	-	-			-	-	
<b>ISO Rigid Roof Insulation for All &amp; Crickets @ Flat Roof</b>	<i>incl</i>		-	-	-			-	-	
<b>New Standing Seam Roof @ Main Entry w/Fascia</b>	<i>incl</i>		-	-	-			-	-	
<b>Prefinished Aluminum Flashings: Parapet Cap/Drip</b>	<i>incl</i>		-	-	-			-	-	
<b>Edge/Roof-to-Wall Aluminum Gutters &amp; Downspouts</b>	<i>incl</i>		-	-	-			-	-	
<b>Detail 4A/A8.1 (TPO-to-Metal Roof Transition Flashing)</b>	<i>incl</i>		-	-	-			-	-	
*PT Wood Parapet Cap Blocking	141.00 lnft		-	-	-	4.86 /lnft	685	-	-	685
*PT Wood Roof Edge Blocking	482.00 lnft		-	-	-	2.43 /lnft	1,171	-	-	1,171
*Counter-Flashing @ CMU Walls (Where Not Wrapped by TPO)	64.00 lnft		-	-	-	7.00 /lnft	448	-	-	448
*Pipe Jacks for New Plumbing Vent @ (e) Roof	1.00 lsum		-	-	-	125.00 /lsum	125	-	-	125
*DELETE - Applied Ribs for New TPO Roof *12.7.16	-1.00 lsum		-	-	-	7,500.00 /lsum	(7,500)	-	-	(7,500)
<i>Membrane Roofing</i>						/sqft	76,080			76,080

Spreadsheet Level	Takeoff Quantity	Labor Productivity	Labor Amount	Material Price	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Total Amount
THERMAL-MOIST PROTECTION							92,260			92,260
8000 DOORS & WINDOWS										
8010 Metal Doors & Frames										
Doors, Frames & Hardware	1.00 lsum	mh/lsum		0.00 /lsum	0	17,090.00 /lsum	17,090	-	-	17,090
Subcontract (Pinnacle)										
*New Door Hardware @ (e)	3.00 each	mh/each		/each		2,000.00 /each	6,000	-	-	6,000
Egress Openings - Allowance										
Furnish & Install	incl	mh/incl		/incl				-	-	
Doors, Frames, & Hardware										
New HM Door Frames	incl	mh/incl		/incl				-	-	
New Pre-Finished Wood Door Leaves / HM Door Leaves	incl	mh/incl		/incl				-	-	
Door 109B - 180-degree Hinges	incl	mh/incl		/incl				-	-	
Door Hardware inc/Panics	incl	mh/incl		/incl				-	-	
New Door Hardware for (e) Opening 168B (Wood Door)	incl	mh/incl		/incl				-	-	
Seven (7) New Cylinders for Aluminum Doors	incl	mh/incl		/incl				-	-	
*Grout HM Frames @ CMU (w/Masonry)	****	mh/****		/****				-	-	
*Terminated Stops @ HM Frames	EXCL	mh/EXCL		/EXCL				-	-	
*DELETE - New Door Hardware @ (e) Egress Openings - Allowance *12.7.16	-3.00 each	mh/each		/each		2,000.00 /each	(6,000)	-	-	(6,000)
Metal Doors & Frames						/lsum	17,090			17,090
8400 Aluminum Storefront										
Curtainwall & Storefront Subcontract (Bay Glass)	1.00 lsum		-	-	-	231,562.00 /lsum	231,562	-	-	231,562

Spreadsheet Level	Takeoff Quantity	Labor Productivity	Labor Amount	Material Price	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Total Amount
8400 Aluminum Storefront										
New High-Bay Curtainwall w/Viracon Glass & Curved Heads	incl		-	-	-			-	-	
*Brake Metal Covers @ Curtain Wall Supports (per Plans)	incl		-	-	-			-	-	
Aluminum Exterior Doors w/Hardware	incl		-	-	-			-	-	
Automatic Sliding Entrance Doors (Dorma)	1.00 lsum		-	-	-	10,750.00 /lsum	10,750	-	-	10,750
*LV for Auto Sliding Door Package	1.00 lsum		-	-	-	250.00 /lsum	250	-	-	250
Curtainwall Windows	incl		-	-	-			-	-	
Sliding Pass-Thru Window @ Activity 109A	incl		-	-	-			-	-	
Interior Fixed Storefront (1/4" Glass, Non-Impact)	incl		-	-	-			-	-	
Clear Anodized Finish Framing & Brake Metal	incl		-	-	-			-	-	
System Bid: YKK Curved Heads @ North Addition	incl		-	-	-			-	-	
Curtainwall In-House Water Testing	incl		-	-	-			-	-	
*PT Wood Bucks @ CMU	203.00 lnft		-	-	-	3.33 /lnft	676	-	-	676
*Glazing - Fitness Room Mirrors (7' x 8', 6 each)	INCL		-	-	-			-	-	
*Recess Sliding Door Track - Sawcut, Demo, & Grout Track	1.00 lsum		-	-	-	398.00 /lsum	398	-	-	398
*Brake Metal Covers @ Curtain Wall Supports (Not Shown) - Allowance	1.00 lsum		-	-	-	1,900.00 /lsum	1,900	-	-	1,900
*DELETE - Automatic Sliding Entrance Doors (Dorma) *12.7.16	-1.00 lsum		-	-	-	10,750.00 /lsum	(10,750)	-	-	(10,750)

Spreadsheet Level	Takeoff Quantity	Labor Productivity	Labor Amount	Material Price	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Total Amount
<b>8400 Aluminum Storefront</b>										
*DELETE - LV for Auto Sliding Door Package *12.7.16	-1.00 lsum		-	-	-	250.00 /lsum	(250)	-	-	(250)
*DELETE - Recess Sliding Door Track - Sawcut, Demo, & Grout Track *12.7.16	-1.00 lsum		-	-	-	398.00 /lsum	(398)	-	-	(398)
*DELETE - Front Section of Curtainwall *12.7.16	-307.00 sqft		-	-	-	85.00 /sqft	(26,095)	-	-	(26,095)
*DELETE - Brake Metal Covers @ Curtain Wall Supports (Not Shown) - Allowance *12.7.16	-1.00 lsum		-	-	-	1,900.00 /lsum	(1,900)	-	-	(1,900)
*ADD Window Film @ (e) Front Entrance Glazing Aluminum Storefront	400.00 sqft		-	-	-	8.00 /sqft	3,200	-	-	3,200
<b>DOORS &amp; WINDOWS</b>						/sqft	<u>209,343</u>			<u>209,343</u>
							<b>226,433</b>			<b>226,433</b>
<b>9000 FINISHES</b>										
<b>9100 Plaster &amp; Stucco</b>										
Stucco Subcontract (Cornerstone)	1.00 lsum		-	-	-	18,050.00 /lsum	18,050	-	-	18,050
<b>Sand Finish Stucco</b>	<b>incl</b>		-	-	-			-	-	
<b>Stucco @ Activity Rooms Addition (Exterior Elevations)</b>	<b>incl</b>		-	-	-			-	-	
<b>Stucco @ Activity Rooms Back-of-Parapet (3/A8.1)</b>	<b>incl</b>		-	-	-			-	-	
Stucco @ Exterior of North Addition Exposed Foundation Wall (6/A3.2)	80.00 sqft		-	-	-	8.00 /sqft	640	-	-	640
<b>Activity Rooms Entrance Soffit (Gypboard)</b>	<b>EXCL</b>		-	-	-			-	-	
<b>Patch New-to-(e) Stucco Scaffold for Your Work</b>	<b>incl</b>		-	-	-			-	-	
*Misc. Stucco Patch Plaster & Stucco	1.00 lsum		-	-	-	500.00 /lsum	500	-	-	500
						/lsum	<u>19,190</u>			<u>19,190</u>
<b>9330 Drywall Sub</b>										
Drywall Subcontract (RAN)	1.00 lsum		-	-	-	47,000.00 /lsum	47,000	-	-	47,000

Spreadsheet Level	Takeoff Quantity	Labor Productivity	Labor Amount	Material Price	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Total Amount
9330 Drywall Sub										
New Drywall Partitions inc/Infill @ (e) Openings Impact Board @ Wall Type-4 / Exterior Sheathing @ Outside Walls Gyp Ceilings @ Activity Rooms Exterior Entrance Overhang Gyp Ceiling/Soffit @ Activity Room 109A (Interior) Drywall Infill @ Clerestory Walls, 12/A2.4 & 11/A3.4 (North Addition) MEP Chases per Plans Rigid & Batt Insulation @ Walls/Ceilings per Plans Wall & Ceiling Patch @ New-to-(e) Drywall Transitions Drywall Patch @ Removed Walls per Demo Plans Engineered LG Framing @ Parapet Wall Work	incl		-	-	-			-	-	
*Drywall Work @ Corridor/Reception Soffits	1.00 Isum		-	-	-	2,400.00 /Isum	2,400	-	-	2,400
*Drywall Demo & Patch - MEP Wall Cuts	1.00 Isum		-	-	-	900.00 /Isum	900	-	-	900
*Drywall Patch @ Selective Wall & Ceiling Demo	1.00 Isum		-	-	-	1,600.00 /Isum	1,600	-	-	1,600
*Drywall Demo & Patch - DIV-10 Items	1.00 Isum		-	-	-	450.00 /Isum	450	-	-	450

Spreadsheet Level	Takeoff Quantity	Labor Productivity	Labor Amount	Material Price	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Total Amount
9330 Drywall Sub										
*Strapping & Blocking @ (e) Construction	1.00 lsum		-	-	-	475.00 /lsum	475	-	-	475
*Misc. Drywall Patch	1.00 lsum		-	-	-	600.00 /lsum	600	-	-	600
*Misc. Drywall Patch - Punchlist	1.00 lsum		-	-	-	500.00 /lsum	500	-	-	500
Drywall Sub						/sub	53,925			53,925
9510 Acoustical Ceiling System										
Acoustical Ceilings Subcontract (Riehl)	1.00 lsum		-	-	-	29,180.00 /lsum	29,180	-	-	29,180
*ACT @ 144/145/146	300.00 sqft		-	-	-	3.50 /sqft	1,050	-	-	1,050
ACP1 - Vantage 2x2	incl		-	-	-			-	-	
ACP 2 & 3 -	incl		-	-	-			-	-	
Armstrong Soundscapes										
*Phasing of Work	incl		-	-	-			-	-	
*Remove/Replace (e)	incl		-	-	-			-	-	
ACT for New MEP - Allowance										
Acoustical Ceiling System						/sqft	30,230			30,230
9627 Resilient Tile & Carpet										
Flooring Subcontract (Flooring Solutions)	1.00 lsum		-	-	-	80,368.00 /lsum	80,368	-	-	80,368
Entry Mat (EFM1)	INCL		-	-	-			-	-	
Resinous Flooring Subcontract (Horizon)	1.00 lsum		-	-	-	9,890.00 /lsum	9,890	-	-	9,890
Resinous Flooring - Mobs/Prep	1.00 lsum		-	-	-	900.00 /lsum	900	-	-	900
General Flooring - Mobs/Prep	1.00 lsum		-	-	-	1,500.00 /lsum	1,500	-	-	1,500
Minor Floor Prep	incl		-	-	-			-	-	
Carpet, LVT, Ceramic Tile										
Flooring										
Tile Wainscot & Base	incl		-	-	-			-	-	
Resilient Base	incl		-	-	-			-	-	
RAF 1 thru 6 Sports	incl		-	-	-			-	-	
Flooring										
Transitions & Thresholds	incl		-	-	-			-	-	
*Finish Protection (Common Areas) - Install	1,752.00 sqft		-	-	-	0.51 /sqft	894	-	-	894
*Finish Protection (Common Areas) - Maintain	1,752.00 sqft		-	-	-	0.23 /sqft	403	-	-	403



Spreadsheet Level	Takeoff Quantity	Labor Productivity	Labor Amount	Material Price	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Total Amount
9627 Resilient Tile & Carpet										
*Finish Protection (Rooms) - Install	1,920.00 sqft		-	-	-	0.51 /sqft	979	-	-	979
*Finish Protection (Rooms) - Maintain	1,920.00 sqft		-	-	-	0.23 /sqft	442	-	-	442
*DELETE - LVT1/LVT2 @ Main Bldg Entrance & Central Lobby *12.7.16	-875.00 sqft		-	-	-	5.12 /sqft	(4,480)	-	-	(4,480)
*DELETE - Select Portions of EFM1 @ Main Bldg Entrances *12.7.16	-438.00 sqft		-	-	-	4.99 /sqft	(2,186)	-	-	(2,186)
*DELETE - CPT1 @ Main Bldg Entrance & Central Lobby *12.7.16	-256.00 sqft		-	-	-	4.01 /sqft	(1,027)	-	-	(1,027)
*ADD - Armstrong Excelon VCT @ Main Entrance & Central Lobby *12.7.16	1,569.00 sqft		-	-	-	2.04 /sqft	3,201	-	-	3,201
*SUBSTITUTE Shaw Uncommon Ground LVP Throughout *12.7.16	-1.00 lsum		-	-	-	845.00 /lsum	(845)	-	-	(845)
Resilient Tile & Carpet						/sqft	90,039			90,039
9905 Painting										
Painting Subcontract (Wintergreen)	1.00 lsum		-	-	-	71,400.00 /lsum	71,400	-	-	71,400
Paint Building Exterior not Included in Base Bid	1.00 lsum		-	-	-	16,100.00 /lsum	16,100	-	-	16,100
Paint New Interior & Exterior	incl		-	-	-			-	-	
Construction:										
Drywall/CMU/Stucco										
New Doors & Frames	incl		-	-	-			-	-	
Exposed Steel	incl		-	-	-			-	-	
Columns & Beams										
Tie-in New Finishes to (e)	incl		-	-	-			-	-	
Corner-to-Corner Paint (e)	EXCL		-	-	-			-	-	
Items/Finishes Not Scheduled or Listed										
Paint New Walkway Canopies	EXCL		-	-	-			-	-	
*Paint Exposed New & (e) Metal Roof Deck	incl		-	-	-			-	-	
*Misc. Painting - Interior	1.00 lsum		-	-	-	500.00 /lsum	500	-	-	500

Spreadsheet Level	Takeoff Quantity	Labor Productivity	Labor Amount	Material Price	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Total Amount
<b>9905 Painting</b>										
*Misc. Painting - Exterior	1.00	Isum	-	-	-	400.00 /Isum	400	-	-	400
*Misc. Painting - Punchlist	1.00	Isum	-	-	-	1,000.00 /Isum	1,000	-	-	1,000
*Misc. Painting - MEP Wall Cuts	1.00	Isum	-	-	-	350.00 /Isum	350	-	-	350
*Sealed Concrete @ Rooms 127/145 (308 SF)	308.00	sqft	-	-	-	0.35 /sqft	108	-	-	108
*Paint (e) Metal Roof @ Main Entrance to Match New Metal Roof - Allowance	1.00	Isum	-	-	-	10,000.00 /Isum	10,000	-	-	10,000
<b>Painting</b>						/sqft	<b>99,858</b>			<b>99,858</b>
<b>FINISHES</b>							<b>293,242</b>			<b>293,242</b>
<b>10000 SPECIALTIES</b>										
<b>10810 Lump Sum Toilet Accessory</b>										
Toilet Accessories	1.00	Isum	0	0.00 /each	0	2,365.00 /Isum	2,365	-	-	2,365
Subcontract (Watkins)										
<b>Restroom</b>	<b>incl</b>			<b>/each</b>				-	-	
<b>Accessories</b>										
<b>Baby-Changing Station</b>	<b>incl</b>			<b>/each</b>				-	-	
<b>Dyson Hand Dryer</b>	<b>incl</b>			<b>/each</b>				-	-	
<b>Two (2) Fire Extinguishers</b>	<b>incl</b>			<b>/each</b>				-	-	
<b>Lighted Mirror</b>	<b>incl</b>			<b>/each</b>				-	-	
FEC's NR (Fully Recessed)	2.00	each		/each		175.00 /each	350	-	-	350
*Code Signage	8.00	each		/each		65.00 /each	520	-	-	520
*Access Doors for MEP	1.00	Isum		/each		675.00 /Isum	675	-	-	675
*SUBSTITUTE - Bobrick B165 Mirror ILO of Tiella Mirror *12.7.16	-1.00	Isum		/each		600.00 /Isum	(600)	-	-	(600)
*SUBSTITUTE - Bobrick B7128 Hand Dryer ILO of Dyson Hand Dryer *12.7.16	-1.00	Isum		/each		430.00 /Isum	(430)	-	-	(430)
<b>Lump Sum Toilet Accessory</b>						/Isum	<b>2,880</b>			<b>2,880</b>
<b>SPECIALTIES</b>							<b>2,880</b>			<b>2,880</b>
<b>11000 EQUIPMENT</b>										
<b>11452 Kitchen Appliances</b>										
Undercounter Fridge (Summit FF511L7SSHHADA)	1.00	each	mh/each	/each		975.00 /each	975	-	-	975
Countertop Microwave (Summit SCM1000SS)	1.00	each	mh/each	/each		256.00 /each	256	-	-	256
<b>Break Room Refrigerator (by Owner)</b>	<b>NIC</b>		<b>mh/NIC</b>	<b>/NIC</b>				-	-	

Spreadsheet Level	Takeoff Quantity	Labor Productivity	Labor Amount	Material Price	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Total Amount
11452 Kitchen Appliances										
*DELETE - Undercounter Fridge (Summit FF511L7SSHHADA)	-1.00 each	mh/each		/each		975.00 /each	(975)	-	-	(975)
*12.7.16										
*DELETE - Countertop Microwave (Summit SCM1000SS) *12.7.16	-1.00 each	mh/each		/each		256.00 /each	(256)	-	-	(256)
<b>*All Appliances F &amp; I by Owner</b>	<b>NIC</b>	<b>mh/NIC</b>		<b>/NIC</b>				<b>-</b>	<b>-</b>	
12000 FURNISHINGS										
12010 Furnishings Allowance										
Relocate Appliances & Furnishings - Allowance	1.00 lsum		-	-	-	1,300.00 /lsum	1,300	-	-	1,300
<b>F, F, &amp; E (by Owner)</b>	<b>NIC</b>		-	-	-			-	-	
*DELETE - Relocate Appliances & Furnishings - Allowance *12.7.16	-1.00 lsum		-	-	-	1,300.00 /lsum	(1,300)	-	-	(1,300)
<b>*Labor to Relocate (e) Appliances &amp; Furnishings by Owner</b>	<b>NIC</b>		-	-	-			-	-	
12510 Blinds										
Vertical PVC Blinds @ Three (3) Openings	136.00 sqft	mh/sqft		/sqft		5.00 /sqft	680	-	-	680
*Mechanical Blinds at Fintess/Child - Allowance	1.00 lsum	mh/lsum		/lsum		10,000.00 /lsum	10,000	-	-	10,000
Blinds						/each	10,680			10,680
<b>FURNISHINGS</b>						/lsum	10,680			10,680
15400 PLUMBING SYSTEMS										
15410 Plumbing Subcontractor										
Plumbing Subcontract (Scotto's)	1.00 lsum		-	-	-	20,294.00 /lsum	20,294	-	-	20,294
Cut & Cap for Demo	1.00 lsum		-	-	-	1,200.00 /lsum	1,200	-	-	1,200
<b>Water &amp; Sanitary/Vent Piping</b>	<b>incl</b>		-	-	-			-	-	
<b>Roof Drains</b>	<b>incl</b>		-	-	-			-	-	
<b>Plumbing Fixtures per Schedule</b>	<b>incl</b>		-	-	-			-	-	
<b>inc/Floor Drains &amp; EWC</b>										

Spreadsheet Level	Takeoff Quantity	Labor Productivity	Labor Amount	Material Price	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Total Amount
15410 Plumbing Subcontractor										
Insulation:	incl		-	-	-			-	-	
Horizontal Roof & Storm Piping; Hot Water Piping										
Demo of (e)	****		-	-	-			-	-	
Plumbing Fixtures (w/Demo)										
Plumbing Subcontractor						/sum	21,494			21,494
PLUMBING SYSTEMS						/sum	21,494			21,494
15500 FIRE PROTECTION										
15510 Fire Protection System										
Fire Protection Subcontract (Miken)	1.00	Isum	-	-	-	7,235.00	/Isum 7,235	-	-	7,235
New Branch for Two (2) Additions	incl		-	-	-			-	-	
New & Relocate Heads at New Construction Shop	incl		-	-	-			-	-	
Drawings/Permit										
Extend Drain Line to New Exterior Wall	incl		-	-	-			-	-	
Work Outside of Construction Areas	EXCL		-	-	-			-	-	
Fire Protection System						/sum	7,235			7,235
FIRE PROTECTION						/sum	7,235			7,235
15600 H.V.A.C. SYSTEMS										
15610 H.V.A.C.										
HVAC Subcontract (Peninsular)	1.00	Isum	-	-	-	92,650.00	/Isum 92,650	-	-	92,650
Demo Cut, Cap, & Mark	incl		-	-	-			-	-	
CW Piping & Tie-in	incl		-	-	-			-	-	
Two (2) each BCU's	incl		-	-	-			-	-	
Ductwork, Insulation, & GRD's per Plans	incl		-	-	-			-	-	
Restroom Exhaust Fan	incl		-	-	-			-	-	
Condensate Piping to Floors Drains	incl		-	-	-			-	-	

Spreadsheet Level	Takeoff Quantity	Labor Productivity	Labor Amount	Material Price	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Total Amount
15610 H.V.A.C.										
F & I New Big Ass Fan (or Equal Product)	incl		-	-	-			-	-	
HVAC Controls Work (Quoted by QBC)	INCL		-	-	-			-	-	
HVAC Controls Programming - Allowance	incl		-	-	-			-	-	
Start-up & Certified TaB	incl		-	-	-			-	-	
Fire Dampers as Required	incl		-	-	-			-	-	
H.V.A.C.						/lsum	92,650			92,650
H.V.A.C. SYSTEMS						/lsum	92,650			92,650
16000 ELECTRICAL SYSTEMS										
16001 Electrical										
Electrical Subcontract (J & K)	1.00 lsum		-	-	-	159,200.00 /lsum	159,200	-	-	159,200
Remove (e) Electrical Box at SE Site (Note-M/C102) - Allowance	1.00 lsum		-	-	-	1,500.00 /lsum	1,500	-	-	1,500
Demo Make-Safe	incl		-	-	-			-	-	
Demo Electrical	incl		-	-	-			-	-	
Power Distribution: Gear & Branch (MC Cable)	incl		-	-	-			-	-	
Power Distribution: HVAC/Ceiling Fan	incl		-	-	-			-	-	
Lighting per Plans	incl		-	-	-			-	-	
Simplex Fire Alarm/Interlock	incl		-	-	-			-	-	
Items per Notes										
Rough-in w/Stub-outs for Phone/TV/Data/Security	incl		-	-	-			-	-	
Big-Ass Fan (w/HVAC)	****		-	-	-			-	-	

Spreadsheet Level	Takeoff Quantity	Labor Productivity	Labor Amount	Material Price	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Total Amount
16001 Electrical										
<b>Rough-in</b>	<b>incl</b>		-	-	-			-	-	
<b>w/Stub-outs for</b>										
<b>Phone/TV/Data/Security</b>										
<b>Phone/TV/Data/Security (by Owner)</b>	<b>EXCL</b>		-	-	-			-	-	
*Circuit for New Hand Dryer	1.00 Isum		-	-	-	500.00 /Isum	500	-	-	500
*Circuit for New Auto Sliding Doors	1.00 Isum		-	-	-	500.00 /Isum	500	-	-	500
*DELETE - Circuit for New Auto Sliding Doors *12.7.16	-1.00 Isum		-	-	-	500.00 /Isum	(500)	-	-	(500)
*DELETE - Electrical Work to Site Monument Sign *12.7.16	-1.00 Isum		-	-	-	16,444.00 /Isum	(16,444)	-	-	(16,444)
Electrical						/Isum	144,756			144,756
ELECTRICAL SYSTEMS						/Isum	144,756			144,756
3- BLDG							1,306,043			1,306,043

Estimate Totals

Description	Amount	Totals	Hours	Rate	Cost Basis	Cost per Unit	Percent of Total
Labor	267,718		5,027.640 hrs			7.045 /	11.00%
Material	3,843					0.101 /	0.16%
Subcontract	1,851,315					48.719 /	76.05%
Equipment	8,124		4,207.640 hrs			0.214 /	0.33%
Other							
	2,131,000	2,131,000				56.079 /	87.54 87.54%
Builders Risk > 1 Mi. To Water	4.620				L	0.122 /	0.19%
P&P Bond W/ 1% Hurricane Prem.	23.112				B	0.608 /	0.95%
General Liability Insurance	8.012			0.433 %	C	0.211 /	0.33%
Contingency	151.672			7.000 %	T	3.991 /	6.23%
Overhead & Profit	115.921			5.000 %	T	3.051 /	4.76%
Total		2,434,337				64.062 /	

New Port Richey Recreation and Aquatic Center  
Bid Matrices

Demolition

No.	Item	Standard	ADS	Ace	DHC	Maximus
1	Base Bid Demolition	\$28,865	\$34,870	\$48,045	no bid \$0	no bid \$0
2	Misc Site Demo					
3	CMU block platforms	see site	see site	see site		
4	Shed and slab at front landscape island	see site	see site	see site		
5	Rope fence and wood posts	see site	see site	see site		
6	Chain link fence	see site	see site	see site		
7	Remove existing reception desk	incl	incl	incl		
8	soffit at reception	incl	incl	incl		
9	Fence and gates at exterior courtyard walls	incl	incl	incl		
10	Remove existing TV and store	incl	incl	incl		
11	Remove curtain wall	incl	incl	incl		
12	Exterior walls and exterior soffit and storefront windows	incl	incl	incl		
13	CMU wall and 2'x2' glass block windows indicated	incl	incl	incl		
14	Existing walls indicated	incl	incl	incl		
15	Remove security camera and store	incl	incl	incl		
16	Remove section of metal roof canopy	incl	incl	incl		
17	Remove interior finishes and mirrors, storage cubbies, etc. at fitness	incl	incl	incl		
18	Remove finishes and equipment at breakroom and store appliances	incl	incl	incl		
19	Remove existing guard restroom	incl	incl	incl		
20	Coat hooks and store for reinstall	incl	incl	incl		
21	Operable partition at exist Multi-purpose	incl	incl	incl		
22	Storage cubbies where indicated	incl	incl	incl		
23	Remove and store plaque and vending machines and store for reinstall	incl	incl	incl		
24	Remove cabinets and counter where indicated	incl	incl	incl		
25	Ceilings at areas to be replaced	incl	incl	incl		
25	Shoring - Allowance	\$9,000	\$9,000	\$9,000		
26						
27		\$0				
28	Tax					
29						
Total		\$37,865	\$43,870	\$57,045		
Best Bid		\$37,865				



New Port Richey Recreation and Aquatic Center  
Bid Matrices

Sitework/Pavement/Utilities

No.	Item	RE Beckner	Certified	K & B	KE Martin	Raymow
1	Base Bid Site	\$175,570	\$179,308	\$281,420	no bid	no bid
2	Silt Fence & Sediment Control	incl	incl	incl	\$0	\$0
3	Construction Layout & As-BUILTs, site only	incl	incl	incl		
4	Construction entrance	incl	incl	incl		
5	Fill, and compact for building addition pads and turf and rubbre surfacing areas	incl	\$4,790	incl		
6	Crushed concrete base for turf areasFill, and compact for site amenities and turf areas	incl	w/Above	incl		
7	Grading	incl	incl	incl		
8	Site Related Demo - Tree Removal and protection	incl	incl	incl		
9	Cut curbs, gutters	incl	incl	incl		
10	Asphalt and base	incl	incl	incl		
11	Sidewalks	incl	incl	incl		
12	Remove existing storm structure and related pipe	incl	incl	incl		
13	New 1-1/2" S-3 asphalt, 6" limerock base and 12" stabilized subbase	incl	incl	incl		
14	Type F and Drop curbs	incl	incl	incl		
15	4" concrete sidewalks	see concrete	see concrete	see concrete		
16	ADA ramps and crossings	see concrete	see concrete	see concrete		
17	Striping and signage	incl	incl	incl		
18	Storm - New manhole, replace exist inlet with manhole, and new grate inlet	incl	incl	incl		
19	18" RCP	incl	incl	incl		
20	Adjust existing pond 100A discharge weir per detail C-500	incl	incl	incl		
21	Water - Relocate existing BFP and 2" meter	incl	incl	incl		
22	connect to existing 3" domestic at gate valve	incl	incl	incl		
23	new 3" line, connect to existing building service entry	incl	incl	incl		
24	Adjust existing grease trap manhole rim to new finish grade	incl	incl	incl		
25	Connect roof drain at Activity and roof drain leaders at Childcare and Entry Canopy	incl	incl	incl		
26	Tax					
27						
Total		\$175,570	\$184,098	\$281,420		
Best Bid		\$175,570				

New Port Richey Recreation and Aquatic Center  
Bid Matrices

Site Hardscape

No.	Item	Joswig	CCC	EL Shearer	RepServices	Integrity
1	Base Bid Hardscape	\$58,940	no bid	no bid	-	-
2	H-101 Colored Concrete pool deck	incl	\$0	\$0	-	-
3	H-103 Colored Concrete pool deck to match exist color and pattern	incl			-	-
4	H-102 poured in place rubber surfacing	-			\$10,524	-
5	H-104 Artificial turf mounds and H-105 Waves and H-107 flat	-			\$33,720	-
6	H-106 Wood terraced decks	-			-	\$42,500
7	Concrete bases for decks	-			-	incl
8	Concrete retaining walls at terraces and waves, wave top	incl			-	-
9	Sidewalk at metal canopies	incl			-	-
10						
11	Tax					
12						
Total		\$58,940				
Best Bid						

New Port Richey Recreation and Aquatic Center  
Bid Matrices

Landscaping & Irrigation

No.	Item	National	Raulerson	Bay Area	Lawn Techs	Foe
1	Base Bid Landscaping & Irrigation	\$56,100	\$59,970	\$119,793	out of business	no bid
2	Remove existing landscaping where indicated	incl	incl	incl	\$0	\$0
3	Remove irrigation controls and valves where indicated	incl	incl	incl		
4	New palms per suggested, 12'-18' sabal or washingtonia - 39	incl	incl	incl		
5	New trees, 6: cal, 18' So. Live Oaks - 9	incl	incl	incl		
6	Small shrubs - variegated shell ginger or pink muhly - 15	incl	incl	incl		
7	Medium Shrubs, Indian Hawthorn, Vary Schefflera, viburnum or Coontie - 93	incl	incl	incl		
8	Shrubs Area 1, Pink Muhly, Indian Haw, Coontie - 1,157 SF	incl	incl	incl		
9	Shrubs Area 2, multiple - 3,216 SF	incl	incl	incl		
10	Shrubs Area 3, Split leaf Philodendron - 621 SF	incl	incl	incl		
11	Groundcover 1, purple queen spiderwort - 2,576 SF	incl	incl	incl		
12	Groundcover 2, Blueberry Flax Lily or Dwarf Yellow Duranta - 3,722 SF	incl	incl	incl		
13						
14	Modify Existing Irrigation System	\$17,500	\$35,290	\$10,800		
15	Drip line in bead	incl	incl	incl		
16	Drip ring at trees	incl	incl	incl		
17						
18	Tax					
19						
Total		\$73,600	\$95,260	\$130,593		
Best Bid		\$73,600				

New Port Richey Recreation and Aquatic Center  
Bid Matrices

Fencing and Site Amenities

No.	Item	Smith	Commercial	Land/Forms	Modern Design	Loll Designs
1	Base Bid Fencing	\$28,865	\$29,799	Matl	-	-
2	S-101 4' Aluminum fence, basis is Ameristar, black (w/man-gate)	incl	incl	-	-	-
3	S-106 6' Aluminum fence, basis is Ameristar, black (w/man-gate)	incl	incl	-	-	-
4	S-102 Rivage Lounger by MMCITE - 15 each	-	-	\$13,505	\$13,505	-
5	S-103 Chill Chaise Lounge by Landscape Forms - 24 each	-	-	\$21,388	-	-
6	S-104 Adirondack Chair by Loll Design	-	-	\$7,541	-	\$7,541
7	S-105 Relocate existing shade umbrellas, Allowance, \$1,500 ea	-	-	\$4,500	-	-
8	Install Site Furnishings (All)	-	-	\$3,840	-	-
9	FOB	-	-	incl	incl	incl
10	Tax	incl	incl	incl	incl	incl
11						
Total		\$28,865	\$29,799			
Best Bid		\$28,865				

New Port Richey Recreation and Aquatic Center  
Bid Matrices

Concrete & Masonry

No.	Item	Joswig	EL Shearer	CCC		
1	Base Bid Concrete	\$160,330	\$179,346	no bid		
2	New column footings, exterior	incl	incl	\$0		
3	Footings F5, 2 locations, saw cut and tie-in to existing wall footings	incl	incl			
4	Wall footings	incl	incl			
5	Stepped footings as indicated	incl	incl			
6	Tie-in to existing at building extensions	incl	incl			
7	Soil treatment	w/Site	w/Site			
8	New 4" slabs-on-grade, doweled at tie-ins, vapor barrier	incl	incl			
9	Reinforcing per notes and inside corner bars at Activity slab	incl	incl			
10	Exterior slab at covered activity area	incl	incl			
11	Cast concrete columns	incl	incl			
12	12" CMU stem wall and wall at child care extension	incl	incl			
13	8" CMU stem wall and wall at fitness/child care extension demising wall	incl	incl			
14	new 8" exterior CMU walls at activity	incl	incl			
15	tie beams and bond beams at new walls	incl	incl			
16	column footings for metal canopy	incl	incl			
17	Sidewalks and ADA Mats	incl	incl			
18						
19	Concrete ribbon curb for turf areas with open edges at mound and flat area - Allowance	\$1,573	\$1,573			
20						
21						
22						
23	Tax					
24						
Total		\$161,903	\$180,919			
Best Bid		\$161,903				

New Port Richey Recreation and Aquatic Center  
Bid Matrices

Steel

No.	Item	Capital	United	Southern	Big C	Division 5	
1	Base Bid	\$172,017	\$168,800	no bid	no bid	no bid	
2	Steel columns	incl	incl	\$0	\$0	\$0	
3	8" pipe	incl	incl				
4	6" pipe	incl	incl				
5	HSS - 4x4x5/16	incl	incl				
6	HSS - 5x5x5/16	incl	incl				
7	base plates and bolts	incl	incl				
8	1-1/2" 20 ga Type B roof deck at addition	incl	incl				
9	3" 18 ga Type N acoustic deck at entry and exposed high roof	incl	incl				
10	manufactured joists at Activity	incl	incl				
11	Bowstring joist at covered entry and high roof	incl	incl				
12	Rolled top chords at high roof and HSS 12 x 2 3/8 storefront header	incl	incl				
13	HSS 2-1/2 x 2-1/2 x 1/4 horiz bridging	incl	incl				
14	HSS 6 x 2 x 3/16 @ 4' oc top chord supports	incl	incl				
15	HSS 12 x 4 a 3/8 curtain wall header w 12 x 4 vert supports	incl	incl				
16	X bracing as required	incl	incl				
17	deck angle supports	incl	incl				
18	HSS 18 x 6 x 5/16 beam extension at covered entry	incl	incl				
19	misc base plates, ember plates, joist bearing plates, angles, anchors and bolts	incl	incl				
20	AESS on Exposed Bow Trusses/Columns	incl	\$5,000				
21	Tax						
Total		\$172,017	\$173,800				
Best Bid		\$172,017					

New Port Richey Recreation and Aquatic Center  
Bid Matrices

Specialty Metals

No.	Item	Mullet's	Awning Works	Perfection		
1	Base Bid	\$123,964	late			
2	Extruded alum metal canopy system	\$169,650	\$169,650	Incomplete		
3	preformed metal deck	incl	incl	incl		
4	columns	incl	incl	incl		
5	footings (see concrete)	incl	incl	incl		
6		see concrete	see concrete	see concrete		
7	aluminum sun shade louvers at existing metal canopy	\$28,768	\$28,768	-		
8						
9	aluminum handrails at front walkway - Allowance	\$9,145	\$9,145	-		
10						
11	Tax					
12						
Total		\$161,877	\$207,563	Incomplete		
Best Bid		\$161,877				

New Port Richey Recreation and Aquatic Center  
Bid Matrices

Cabinetry & Millwork

No.	Item	Star Quality	Home Pride	Spacewerks	Distinct Designs	
1	Base Bid Cabinets	\$26,260	\$28,263	\$30,944	\$39,950	
2	New reception desk, transaction top, and cabinets	incl	incl	incl	incl	
3	Solid surface top - Corian Stardust, Bevel Edge	incl	incl	incl	incl	
4	1/2" metal reveal	incl	incl	incl	incl	
5	glass top and front display case	incl	incl	incl	incl	
6	plastic Laminate lower drawers and lower cabinets	incl	incl	incl	incl	
7	plastic Laminate file drawers and solid surface top at back of reception	incl	incl	incl	incl	
8	Child care base cabinets, solid surface counter and uppers space for undercounter fridge	incl	incl	incl	incl	
9	Child care check-in desk w solid surface top and 1/2" metal reveal	incl	incl	incl	incl	
10	knee wall with laminate	incl	incl	incl	incl	
11	Breakroom base cabinets, solid surface counter and uppers	incl	incl	incl	incl	
12						
13	Tax					
14						
Total		\$26,260	\$28,263	\$30,944	\$39,950	
<b>Best Bid</b>		\$26,260				



New Port Richey Recreation and Aquatic Center  
Bid Matrices

Roofing

No.	Item	Aderhold	Atlantic	FnF	Marion	Allied
1	Base Bid Roofing	\$73,650	\$41,038	no bid	no bid	no bid
2	New TPO roof over curved metal structural roof deck	incl	incl	\$0	\$0	\$0
3	New TPO roof over conventional low sloped joist and deck at activity addition	incl	incl			
4	Ribs for TPO @ NW	\$7,500	<b>\$7,500</b>			
5	parapet flashing, coping, roof drain and overflow scupper	incl	incl			
6	Demo end section of existing curved metal roof/deck canopy	see demo	see demo			
7	New curved standing seam metal roof at entry canopy	incl	<b>NO</b>			
8	Metal fascia at Child Care and Fitness extensions	incl	<b>NO</b>			
9	New gutters and downspouts to match existing					
10	Tax					
11						
Total		\$81,150	INCOMPLETE			
Best Bid		\$81,150				

New Port Richey Recreation and Aquatic Center  
Bid Matrices

Doors, Frames and Hardware

No.	Item	Pinnacle	Door One	DHOI		
1	Base Bid Doors	\$17,090	\$16,000	no bid		
2	3070 SC wood doors, interior, HM frames	incl	incl	\$0		
3	3080 SC wood doors, interior, HM frames	incl	incl			
4	6080 pair SC wood doors, interior, HM frames	incl	incl			
5	8070 pair SC wood doors with HM frame	incl	incl			
6						
7	7 Cores for Storefront Doors	incl	incl			
8	installation	incl	\$2,100			
9						
10	FOB		incl			
11	Tax	incl	incl			
12						
Total		\$17,090	\$18,100			
Best Bid		\$17,090				

New Port Richey Recreation and Aquatic Center  
Bid Matrices

Curtain Wall, Storefront & Glass

No.	Item	Bay Glass	Countryside	City Glass	Dorma	Stanley
1	Base Bid Glass & Windows	\$231,562	\$233,181	\$249,995	-	-
2	A - Curtain wall at Child Care with Graduated Viracon Laminate	incl	incl	incl	-	-
3	B - Curtain wall at Fitness with Graduated Viracon Laminate	incl	incl	incl	-	-
4	BB - Curtain wall at Fitness Corner with Graduated Viracon Laminate and Door	incl	incl	incl	-	-
5	C - Fixed Storefront Windows at Fitness, 3	incl	incl	incl	-	-
6	D - Curtain wall at Lobby Entry with Graduated Viracon Laminate and Auto Bi-Part Entry Door	incl	incl	incl	-	-
7	E - Fixed Storefront Windows at Activity, 2	incl	incl	incl	-	-
8	F - Storefront with horizontal slider for pass-through at Activity	incl	incl	incl	-	-
9	G - Fixed Storefront at front of Activity	incl	incl	incl	-	-
10	H - Interior Storefront at Reception, 2	incl	incl	incl	-	-
11	J - Interior Storefront at Fitness	incl	incl	incl	-	-
12	Auto Bi-Part Entry Door	\$10,750	\$10,750	incl	\$10,750	\$8,260
13	- Impact-Rated Glazed Panels	incl	incl	incl	incl	NO
14	*Wall Mirrors in New Fitness Room	incl	\$2,600	\$2,600	-	-
15	*Provide break metal covers at structural steel columns and support at curtain wall	yes	\$6,987	\$6,987	-	-
16						
17	Tax					
	Total	\$242,312	\$253,518	\$259,582		
	Best Bid	\$242,312				

New Port Richey Recreation and Aquatic Center  
Bid Matrices

Stucco

No.	Item	Luxury	Cornerstone	Advanced	Superior	
1	Base Bid Stucco	\$18,585	\$18,050	no bid	no bid	
2	1 - Sand finish stucco on new CMU walls at activity addition	incl	incl	\$0	\$0	
3	2 - Smooth finish stucco on new CMU walls at covered area of activity addition	incl	incl			
4						
5	stucco on back of clerestory wall at high roof additions to Child Care and Fitness	incl	incl			
6	*stucco at Exposed Stem Walls, North Addition	\$640	\$640			
7						
8	Tax					
9						
Total		\$19,225	\$18,690			
Best Bid		\$18,690				

New Port Richey Recreation and Aquatic Center  
Bid Matrices

Drywall

No.	Item	RAN	Cornerstone	Elite	Superior	
1	Base Bid Drywall	\$47,000	\$56,357	no bid	no bid	
2	1,2,3 - 1-1/2" furring and 5/8" gyp inside of exterior CMU	incl	incl	\$0	\$0	
3	4 - 1-1/2" furring and 5/8" gyp both sides of interior CMU, Impact Gyp to 8' aff	incl	incl			
4	6 - 2 layers 3-5/8 25 ga studs, 24" oc, 1 layer 5/8" gyp each side, sound batt insulation	incl	incl			
5	7 - 3-5/8 25 ga studs, 24" oc, 1 layer 5/8" gyp each side, sound batt insulation, to 6" above ceiling	incl	incl			
6	12/A2.4 - metal framed clerestory wall at roof elevation change, gyp inside	incl	incl			
7	misc patch and repair at removed existing walls and soffits	incl	incl			
8	8 - plumbing chase wall, 6" 25 ga studs 24" o.c., 5/8" moisture resist gyp, sound batt	incl	incl			
9						
10						
11	Tax					
12						
Total		\$47,000	\$56,357			
<b>Best Bid</b>		\$47,000				

New Port Richey Recreation and Aquatic Center  
Bid Matrices

Tile, LVT, Carpet Tile & Sports Floor

No.	Item	Flooring Solutions	Spectra	DiMarino	Trident	
1	Base Bid Flooring	\$80,367	\$83,745	\$86,096	\$0	
2	Ceramic tile, mosaic blend at wet wall of Restroom 126	incl	incl	incl	NO	
3	Patcraft Entry Floor Mat	incl	incl	incl	NO	
4	LVT flooring at lobby, entry, and multi-purpose	incl	incl	incl	NO	
5	Porcelain tile flooring and base at Restroom 126	incl	incl	incl	NO	
6	sealed concrete at Equipment/Storage 145	see paint	see paint	see paint	NO	
7	Carpet tile at Admin and partial lobby	incl	incl	incl	NO	
8	Johnsonite Cove base at LVT and carpet	incl	incl	incl	NO	
9	Resilient athletic flooring at Fitness and Child Care, 3 color pattern	incl	incl	incl	\$83,500	
10	transitions	incl	incl	incl	NO	
9						
10	Tax					
11						
Total		\$80,367	\$83,745	\$86,096		
Best Bid		\$80,367				

New Port Richey Recreation and Aquatic Center  
Bid Matrices

Resinous Flooring

No.	Item	Horizon	Scaife	IFS	Trident	
1	Base Bid Resinous Flooring	\$9,890	\$11,493	\$11,661	\$19,450	
10	Quartz epoxy flooring at guard, break and activity rooms	incl	incl	incl	incl	
9						
10	Tax					
11						
Total		\$9,890	\$11,493	\$11,661	\$19,450	
<b>Best Bid</b>		\$9,890				

New Port Richey Recreation and Aquatic Center  
Bid Matrices

Acoustical Ceilings

No.	Item	Riehl	Lotspeich	Acousti	Nunamaker	
1	Base Bid Acoustical	\$24,680	\$31,350	\$39,970	no bid	
2	2' x 2' ACT at Fitness and Fitness Vestibule	incl	incl	incl	\$0	
3	2' x 2' ACT at Child Care, and Child Care Restroom	incl	incl	incl		
4	2' x 2' ACT at Admin Assistant	incl	incl	incl		
5	2' x 2' ACT at Activity	incl	incl	incl		
6	2' x 2' ACT at Breakroom and Guard Corridor	incl	incl	incl		
7	Soundscapes Shapes sound clouds at Multi-Purpose	incl	incl	incl		
8	Break Room/Guard Corridor ACT	\$1,050	incl	incl		
9	*Phasing of Work	\$1,000	incl	incl		
10	*Remove/Replace & Patch Existing Ceilings for New Work	\$3,500	\$3,500	\$3,500		
11						
12	Tax					
13						
Total		\$30,230	\$34,850	\$43,470		
Best Bid		\$30,230				



New Port Richey Recreation and Aquatic Center  
Bid Matrices

Painting

No.	Item	Wintergreen	B & G	Ganster	Wilson Kehoe	Service
1	Base Bid Painting	\$71,400	no bid	no bid	no bid	no bid
2	Paint Existing Walls in Rooms impacted by reno	incl	\$0	\$0	\$0	\$0
3	New walls per schedule	incl				
4	Doors and frames	incl				
5	Exposed Structural roof deck	incl				
6	Exterior exposed deck	incl				
7	Exterior new walls and stucco	incl				
8	Exterior exposed steel columns and beams	incl				
9	*Paint Entire Exterior of Building (Vertical Surfaces Only)	incl				
10	Tax	\$16,100				
11						
Total		\$87,500				
<b>Best Bid</b>		\$87,500				

New Port Richey Recreation and Aquatic Center  
Bid Matrices

Specialties & Toilet Accessories

No.	Item	Watkins	Rolling Oak	Mardale		
1	Base Bid Specialties	\$2,365	no bid	no bid		
2	New Fire Extinguishers - dry chem, 4-A 80-B:C 10 lb, 2 ea	incl	\$0	\$0		
3	Fully Recessed Cab (Non-Rated)	incl				
4	Toilet Accessories at new ADA restroom - grabs, robe hook, mirror, soap, napkin dispenser, toilet paper	incl				
5	Dyson air hand dryer	incl				
6	Child Changing station (not listed but shown on elevation)	incl				
7	Installation	incl				
8	*Hand Dryer	incl				
9						
10						
11	Tax					
12						
Total		\$2,365				
<b>Best Bid</b>		\$2,365				

New Port Richey Recreation and Aquatic Center  
Bid Matrices

Fire Protection Sprinklers

		Miken	RoDan	S. Florida	Tampa Bay	Piper
1	Base Bid Fire Protection	\$7,235	no bid	no bid	no bid	no bid
2	Add new light hazard protection at Activity Addition	incl	\$0	\$0	\$0	\$0
3	Add light hazard uprights at extended high ceiling of Fitness and Child Care	incl				
4	Light hazard concealed at Restroom	incl				
5	Modify heads at Reception and Admin.	incl				
6	Modify heads at guard, break, storage	incl				
7	Extend 1-1/2" drain line at Activity area to new exterior wall	incl				
8						
9						
10						
	Total	\$7,235				
	Best Bid					

New Port Richey Recreation and Aquatic Center  
Bid Matrices

Plumbing

No.	Item	Scotto's	R.J. Kielty	Fields	Pinellas	Pasadena
1	Base Bid Plumbing	\$20,294	no bid	no bid	no bid	no bid
2	water fountain at child care & fitness - Elkay LZSTL8WSLP, hi-lo with bottle filler	incl	\$0	\$0	\$0	\$0
3	remove and cap existing sink at Fitness Vestibule, prep for Water cooler	incl				
4	Remove and cap shower and fixtures at Guard locker	incl				
5	Remove and cap breakroom sink	incl				
6	Cut slab and connect sanitary, floor drain for new restroom	see demo				
7	New breakroom sink, connect using removed guard locker plumbing	incl				
8	New Restroom sink and water closet at Child Care	incl				
9	Roof Drain and connection at Activity Room - Coordinate with Site Utilities	incl				
10						
11						
12						
13	Tax					
23						
Total		\$20,294				
Best Bid		\$20,294				

New Port Richey Recreation and Aquatic Center  
Bid Matrices

HVAC

No.	Item	Peninsular	RoyalAire	French's	Design Temp	Dynamix
1	Base Bid HVAC	\$92,650	no bid	no bid	no bid	no bid
2	Tie-in to existing chilled water system and controls	incl	\$0	\$0	\$0	\$0
3	HVAC Controls	incl				
4	New chilled water vertical blower coil units, BCU-1 and BCU-2	incl				
5	New Exhaust fan at Restroom	incl				
6	Extend new 1-1/4" chilled water lines from existing	incl				
7	Condensate form new unit to tie-in to drainage	incl				
8	Relocate devices in modified ceilings where indicated	incl				
7	New RTU for Activity extension and related duct/controls	incl				
8	New Roof intake at Activity	incl				
9	Relocate existing ducts and devices, demo where indicated	incl				
10	Rebalance outside air, dampers, and VAV	incl				
11	New S/A device and damper at Equipment/storage 145	incl				
12	Controls Programming	Allowance				
13	Large Ceiling Fan at Fitness	incl				
14						
15						
16						
17	Tax					
18						
Total		\$92,650				
<b>Best Bid</b>		\$92,650				

New Port Richey Recreation and Aquatic Center  
Bid Matrices

Electrical

No.	Item	J&K	JN Electric	Pelican	AAA Electrical	FL Electric Svc
1	Base Bid Electrical	\$159,200	no bid	no bid	no bid	no bid
2	Make safe for demolition area	incl	\$0	\$0	\$0	\$0
3	Remove exterior electrical box at pool deck - Shown only on site demolition plans - Allowance	\$1,500				
4	Electrical demo per E1.1	incl				
5	Relocate existing generator annunciator panel	incl				
6	New lighting and controls, occupancy/vacancy sensors as indicated	incl				
7	3/4" conduit and pull string for speakers	incl				
8	New device for EWC's	incl				
9	new switch plates for existing receptacles at Multi-purpose	incl				
10	new ceiling smoke detector at Equipment/storage	incl				
11	extend existing homerun circuit for new reception power layout, mount devices in casework	incl				
12	new panel 1R4 at 127	incl				
13	tie-in modifications to existing Simplex fire alarm system	incl				
14	new 75 kva transformer, stack above existing	incl				
15	30A/3 pole disconnect in NEMA 1 for new RTU at Activity	incl				
16	extend existing circuit for new devices at breakroom	incl				
17	floor boxes with power and 1" and 1-1/4" conduits for data at fitness extension	incl				
18	power riser extension for new panel	incl				
19	circuit for Big Ass fan to be interconnected with fire alarm	incl				
20	power connection for AV equipment in 123 Mechanical room	incl				
21	R/I for remount of existing relocated security cameras	incl				
22	TV and data outlets, rough-in below counter	incl				
23	R/I for web camera	incl				
24	R/I for TV locations	incl				
25	Coordinate with existing Building Management System	incl				
26	Tax					
27						
Total		\$160,700				
Best Bid		\$160,700				



# NEW PORT RICHEY

5919 MAIN STREET . NEW PORT RICHEY, FL 34652 . 727.853.1016

**TO:** City of New Port Richey City Council  
**FROM:** Robert M Rivera, Public Works Director  
**DATE:** 2/7/2017  
**RE:** 2015 Stormwater System Improvements Project - ITB No. 16-020 Bid Award

**REQUEST:**

The request of staff for the City Council is to review the attached Environmental Consulting & Technology, Inc. recommendation memo and to consider approval and award of the lowest bid submitted by Augustine Construction, Inc. in the amount not to exceed \$288,623.05 for the 2015 Stormwater System Improvements Project ITB No. 16-020.

**DISCUSSION:**

As City Council may recall, the proposed 2015 Stormwater System Improvements Project includes the mid-block installation of inlet structures and pipe on Missouri Avenue and the tie-in to the existing stormwater system west at Madison Street. The installation of an inlet and a manhole structure and the tie-in to the existing stormwater system on Florida Avenue, Downtown behind Johnny Grits. The installations of inlet structures, culverts, and tide flex valves on Riverview Drive and finally, the construction of a dry detention pond, overflow structure, inlets, and tie-in to the existing stormwater system on Delaware Avenue east of Van Buren Street.

The project was advertised for competitive bidding on December 3, 2016. Four (4) competitive bids were opened by the City on January 12, 2017. The project bids received ranged from a low bid of \$288,623.05. to a high bid of \$411,128.50. Augustine Construction has performed similar projects for the City in the past such as the 2011 Misc. Stormwater and ADA Improvements Project and the Marine Pkwy Muti-Use Path Project. The Engineer of Record has reviewed the bid documents required for each submission, contacted references, verified line item dollar amounts, and has submitted a letter of recommendation for bid award.

**RECOMMENDATION:**

Approval and award the low bid submitted by Augustine Construction, Inc. is recommended.

**BUDGET/FISCAL IMPACT:**

Funding is identified Stormwater Utility fees, account No. 002-0103-538-63-99 and a State grant administered through the SWFWMD in the amount of \$20,000.

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Bid Minutes and Tabulation	Backup Material
<input type="checkbox"/> Bid Recommendation Memo	Backup Material







# NEW PORT RICHEY

N STREET • NEW PORT RICHEY, FL 34652 • 727.853.1016

**TO:** Debbie Manns, City Manager

**FROM:** Judy Meyers, City Clerk

**CC:** Robert Rivera, Public Works Director  
Susan Marshall, Purchasing Administrator

**DATE:** January 12, 2017

**RE:** Bid Opening: Bid 16-020, 2015 Stormwater System Improvements

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Bids for Bid 16-020, 2015 Stormwater System Improvements, were received by 2:00 pm on Wednesday, January 11, 2017. The bid opening took place on Thursday, January 12, 2017 at 2:00 pm in the City Council Chambers. Present were Purchasing Administrator Susan Marshall, City Clerk Judy Meyers and Construction Inspector Martin Feld.

Bids were announced and opened from the following entities:

Augustine Construction, Inc., 2495 Keystone Road, Tarpon Springs, FL 34688  
Florida Safety Contractors, Inc., PO Box 16628, Tampa, FL 33687  
Kamminga & Roodvoets, Inc., 5219 Cone Road, Tampa, FL 33610  
Mid Coast Construction Enterprises, LLC, 405 St. Petersburg Dr. E., Suite 4, Oldsmar, FL 34677

The apparent low bidder was, Augustine Construction Inc. with a bid of \$288,623.05.

The bid opening concluded at 2:06 p.m. The bid tabulation is attached.



# NEW PORT RICHEY

N STREET • NEW PORT RICHEY, FL 34652 • 727.853.1016



## BIDS RECEIVED




BID ITEM: 2015 Stormwater System Improvements  
BID NUMBER: Bid 16-020  
BID OPENING: January 12, 2017 at 2:00 pm, City Council Chambers  
DEPARTMENT: Public Works

NUMBER OF BIDS: 4

BIDDERS	BID	BID BOND	NON- COLLUSION	PUBLIC ENTITY	DRUG FREE
Augustine Construction, Inc. 2495 Keystone Road Tarpon Springs, FL 34688	\$288,623.05	✓	✓	✓	✓
Florida Safety Contractors, Inc. PO Box 16628 Tampa, FL 33687	\$411,128.50	✓	✓	✓	✓
Kamnunga & Roodvoets, Inc. 5219 Cone Road Tampa, FL 33610	\$375,442.60	✓	✓	✓	✓
Midcoast Construction Enterprises, LLC 405 St. Petersburg Dr. E., Suite 4 Oldsmar, FL 34677	\$349,345.00	✓	✓	✓	✓

Only offers received timely as of the deadline for receipt of bid are accepted. All others submitted in response to this solicitation, if any, are hereby rejected as late.

WITNESSED BY:



January 19, 2017  
ECT No. 160073

Mr. Robert M. Rivera  
Public Works Director  
**City of New Port Richey**  
6132 Pine Hill Road  
Port Richey, Florida 34668

**Re: Bid Recommendation-2015-Stormwater System Improvements  
ITB No. 16-020**

Mr. Rivera:

On January 12, 2017 at 2:00 PM local time, bid proposals were opened for the above-referenced project. Attached is the bid tabulation results containing the bidders name and the bid cost.

From the bid tabulation results, there were a total of four (4) bids. The distribution of bids, between the highest and lowest varies with the highest bid being \$411,128.50 and the lowest bid being \$288,623.05. One of the bidders, Midcoast Construction Enterprises, LLC, had a math error that was found but it did not affect the outcome of the bid.

The lowest bid of \$288,623.05 was submitted by Augustine Construction, Inc. The City has worked with this company before, and is the contractor on the Marine Parkway MUP Project. I have discussed the bid with Augustine Construction, Inc. and have been assured that they understand the bid documents, and are comfortable with their bid amount and the work that is expected by the City.

Therefore, I am confident that Augustine Construction, Inc. is qualified and capable of performing all of the work described in the bid documents and recommend that the City of New Port Richey award the 2015-Stormwater System Improvement Project to Augustine Construction, Inc.

Sincerely,

**ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.**

Robert E. Johnson, P.E.  
Senior Engineer

REJ/dtm  
Attachment

1408 N Westshore  
Blvd, Suite 115  
Tampa, FL  
33607

(813) 289-9338

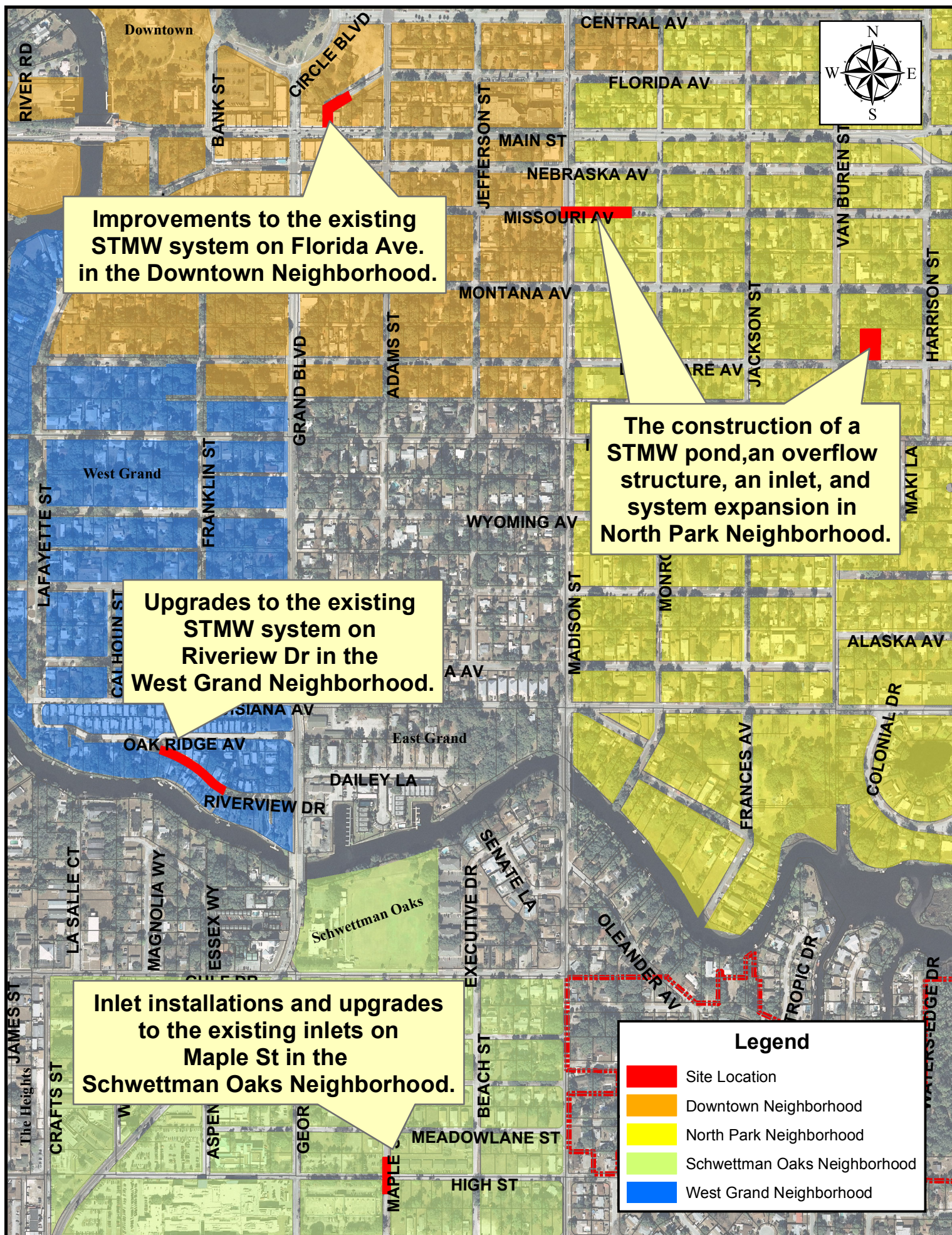
FAX  
(813) 289-9388

R:\ECT BID RECOMMENDATION LETTER 2015 STORMWATER IMPROVEMENTS.DOCX.1

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# 2015/2016 Stormwater Improvements Site Map







# NEW PORT RICHEY

5919 MAIN STREET . NEW PORT RICHEY, FL 34652 . 727.853.1016

**TO:** City of New Port Richey City Council

**FROM:** Robert M Rivera, Public Works Director

**DATE:** 2/7/2017

**RE:** FDOT FY17 Highway Landscape Reimbursement and Maintenance Memorandum of Agreement, Resolution No. 2017-10 - Consideration for Approval

**REQUEST:**

The request of staff for Council is to review and consider for approval the proposed Resolution No. 2017-05 authorizing staff to apply and accept a Highway Landscape Reimbursement grant and enter into a Highway Landscape Reimbursement and Maintenance Memorandum of Agreement with the Florida Department of Transportation.

**DISCUSSION:**

As City Council is aware, the City's reimbursement grant application for the US Highway 19 Center Median Landscape Project Phase 1 was approved by FDOT on April 19, 2015 in the amount of \$126,500.00. A second grant application was submitted to FDOT for a Phase 2 project to complete the construction of landscaping in the center islands along US Highway 19 within the City of New Port Richey City Limits from Trouble Creek Road to the Pithlachascotee Bridge. A request for \$546,543.00 was submitted to FDOT to assist with the funding of the proposed landscape project. On January 25, 2017 FDOT notified the City it would enter into a highway landscape reimbursement agreement contract with the City. The proposed resolution is a requirement of the agreement.

**RECOMMENDATION:**

Staff recommends the approval of Resolution No. 2017-010 and the HLRMOA.

**BUDGET/FISCAL IMPACT:**

Subsequent to the completion of Phase 2, the reimbursement funding total from FDOT to the City is identified as \$673,043.

**ATTACHMENTS:**

Description	Type
☐ Resolution No. 2017-010	Resolution Letter
☐ HLRMOA	Backup Material

**RESOLUTION NO. 2017-010**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW PORT RICHEY, FLORIDA AUTHORIZING CITY STAFF TO APPLY FOR AND ACCEPT A HIGHWAY LANDSCAPE REIMBURSEMENT GRANT, AND ENTER INTO A HIGHWAY LANDSCAPE REIMBURSEMENT AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION

WHEREAS, many roadside areas and median strips within Department of Transportation rights of way must be maintained and attractively landscaped; and

WHEREAS, the CITY COUNCIL of the CITY OF NEW PORT RICHEY, FLORIDA beautify and improve various rights of way by landscaping within the CITY OF NEW PORT RICHEY; and

WHEREAS, the CITY COUNCIL of the CITY OF NEW PORT RICHEY, FLORIDA wish to authorize the CITY STAFF to apply for a Highway Landscape Reimbursement Grant from the Florida Department of Transportation, and if awarded, to accept the grant, and enter into a Highway Landscape Reimbursement and Maintenance Memorandum of Agreement between the CITY OF NEW PORT RICHEY, FLORIDA and the Florida Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the CITY COUNCIL of the CITY OF NEW PORT RICHEY, FLORIDA

Section 1. The CITY COUNCIL of the CITY OF NEW PORT RICHEY, FLORIDA hereby authorize the CITY STAFF to apply for a Highway Landscape Reimbursement Grant from the Florida Department of Transportation, and if awarded, to accept the grant, and enter into a Highway Landscape Reimbursement and Maintenance Memorandum of Agreement between the CITY OF NEW PORT RICHEY, FLORIDA and the Florida Department of Transportation.

Section 2. The City Clerk of NEW PORT RICHEY is hereby directed to send copies of this Resolution to the Department of Transportation and all other persons as directed by the CITY COUNCIL of the CITY OF NEW PORT RICHEY, FLORIDA.

APPROVED AND ADOPTED by the CITY COUNCIL of the CITY OF NEW PORT RICHEY, FLORIDA at regular meeting assembled this 7TH day of FEBRUARY 2017.

ATTEST:

\_\_\_\_\_  
CITY CLERK

(City Seal)

\_\_\_\_\_  
ROBERT MARLOWE  
MAYOR-COUNCILMAN

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

SPONSORED BY: CITY COUNCIL of the CITY OF NEW PORT RICHEY, FLORIDA

RESOLUTION NO. 2017 - 010

**DISTRICT SEVEN HIGHWAY LANDSCAPE REIMBURSEMENT  
AND MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and entered into as of the 7<sup>th</sup> day of FEBRUARY, 2017, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, (the "Department") and CITY OF NEW PORT RICHEY, ("Agency").

W I T N E S S E T H

WHEREAS, the Department owns State Road 55 (US Highway 19) right-of-way from the Southern Corporate Limits (N. of Shamrock Dr.) to the Northern Corporate Limits (Pithlachascotee River Bridge) between M.P. 3.816 and M.P. 6.788; Section #14-030-000 in Pasco County, Florida and

WHEREAS, the Agency seeks to beautify that portion of State Road 55 referenced above through the installation of landscape improvements which would enhance its aesthetic quality; and

WHEREAS, under F.P.I.D. 440201-1-58-01 the Department has allocated funds for such improvements and is authorized pursuant to Section 334.044(26), Florida Statutes, to reimburse the Agency for eligible expenditures; and

WHEREAS, upon installation of such improvements, the Agency has agreed to maintain those improvements in accordance with the provisions below; and

WHEREAS, the Department is authorized pursuant to Section 334.044(7), Florida Statutes to enter into contracts and agreements with counties/municipalities for maintenance of roadside landscape improvements on the State Highway System; and

WHEREAS, the Agency has authorized its officers to execute this Agreement on its behalf,

NOW THEREFORE, for and in consideration of the mutual benefits that flow each to the other, the parties covenant and agree as follows:

**1. SUBMITTALS**

a. The Agency shall produce plans for, and install landscape improvements on, those areas of the State Road as depicted in the Landscape Plans and Specifications attached. All work conducted in connection with plans production and installation of improvements shall be referred to as the "Project".

b. Within one hundred and twenty (120) calendar days after execution of this Agreement, the Agency shall submit to the Department three (3) hard copies and one (1) electronic copy of the landscape plans and specifications. This shall include:

1. A Maintenance Plan.
2. Maintenance of Traffic plan sheets.
3. Two (2) copies of the following documents are required:
  - a. The Project schedule.
  - b. Letters of no conflict from all utilities within the Project limits.
  - c. Project cost estimate.

Within fifteen (15) business days of the receipt of review comments by the Department, the Agency shall revise all documents required herein in accordance with the Department's comments and submit one (1) electronic copy of the revised documents for the Department's written approval. Within five (5) business days of receipt of Department approval, the Agency shall submit two (2) hard copies and one (1) electronic copy of the approved Plans and Specifications in 11" x 17" format to the Department. Failure to submit any of the required documents within the time periods specified may result in termination by the Department of this Agreement.

c. If any of the submittals of the Agency pursuant to Paragraph 1.b. are rejected by the Department and returned to the Agency for revisions, such documents must be approved and resubmitted to the Department not later than one hundred and eighty (180) calendar days following the execution of this Agreement. If such documents are not resubmitted as approved, the Department may terminate this Agreement, including its obligation to reimburse any monies expended for the Project except for those approved expenditures for design of the Project.

d. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. Mail, postage prepaid, registered or certified with return receipt requested.

(1) If to the Department, address to District Maintenance Engineer, at Florida Department of Transportation, MS 7-1200, 11201 N. McKinley Drive, Tampa, Florida 33612-6456 or at such other address as the Department may from time to time designate by written notice to the Agency; and

(2) If to the Agency address to Robert M. Rivera, Director; City of New Port Richey Public Works; 5919 Main Street; New Port Richey, FL. 34652 or at such other address as the Agency from time to time designates by written notice to the Department.

All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests and other instruments.

## 2. INSTALLATION

a. The Agency shall not commence Project installation until the Department has issued a Notice to Proceed with Construction. Said Notice shall contain the Project completion date. The Agency shall notify the District Landscape Architect (DLA) and the Operations Center Engineer two (2) business days prior to commencing work on the Project site.

b. The Agency agrees to install or cause to be installed landscaping within the Project area as specified in the attached Landscape Plans and Specifications. The Agency shall not change or deviate from the plan(s) without the Department's prior written approval.

c. If the Agency desires to position vehicles, equipment, or personnel, or to perform maintenance activities closer than fifteen (15) feet to the edge of pavement, or to close a traffic lane, Maintenance of Traffic shall be in accordance with the Project plans and the Department's Maintenance of Traffic Regulations. The Agency shall have a Worksite Traffic Supervisor certified in Advanced Maintenance of Traffic supervise the set up and operation of Maintenance of Traffic devices at the site of the construction or maintenance activity. Prior to proceeding



with construction, the Agency shall provide the Department with the Worksite Traffic Supervisor's certification.

d. In the event that any portion of the Project is at any time determined by the Department to not be in conformance with all applicable laws, rules, procedures and guidelines of the Department, or is determined to be interfering with the safe and efficient operation of any transportation facility, or is otherwise determined to present a danger to public health, safety, or welfare, said portion shall be immediately brought into departmental compliance at the sole cost and expense of the Agency.

e. If the Agency fails to substantially complete Project installation by the completion date in the Notice to Proceed, the Department shall provide the Agency with written notice of its intent to terminate this Agreement. If the Agency fails to respond or take corrective action within the prescribed time period set forth in the notice, the Department may terminate the Agreement as provided for in Paragraph 6.b., including its obligation to reimburse any monies expended for the Project except for those portions of the Project already completed by the Agency and accepted by the Department.

f. Upon certification of completion by the Agency, inspection, and approval of the Project as substantially complete in writing by the DLA, the Project shall be subject to a ninety (90) calendar day establishment period. Work performed and costs incurred after final project approval are not eligible for reimbursement.

### 3. BILLING and PAYMENT

a. Upon completion of the ninety (90) calendar day establishment period and approval of the Project installation by the Department, the Agency shall, within one hundred and eighty (180) calendar days, furnish the Department with two (2) signed originals of its final and complete billing of all eligible costs incurred in connection with the Project. The invoice shall show the description and site of the Project; the date on which the first work was performed or the date on which the earliest billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where records and accounts billed can be audited.

b. The Department shall reimburse the Agency in an amount not to exceed \$546,543.00 Dollars and No Cents for all eligible expenditures for the professional design, inspection, and enforcement of the material and installation standards; and the purchase, installation, and establishment of plant material as identified in Exhibit "A". Reimbursement for design fees shall not exceed ten percent (10%) of the total reimbursement amount.

c. Payment shall be made to the Agency by the Department under the following conditions.

1. This Agreement has not been terminated pursuant to Paragraph 6. b.
2. The Agency agrees to complete the project on or before two (2) years from the date of the Agreement. If the Agency does not complete the project within this time period, any reimbursement for payment shall not be processed by the Department unless an extension of the time period is requested by the Agency and granted in writing by the Department
3. Written certification of the completion of the installation and acceptance by the Agency is provided to the Department.

4. The DLA has inspected the work and has issued a letter of final completion to the Agency noting that it has fully met with the terms and conditions of this Agreement.
5. After Department issuance of the Substantial Completion letter, the Agency shall provide the Department with two (2) hard copy sets and one (1) electronic copy of 11" x 17" format As-Built drawings.

#### 4. STANDARD FINANCIAL PROVISIONS

a. The Department agrees to compensate the Agency for services described in Exhibit A - Landscape Plans and Specifications. The Method of Compensation is described in Section 3, "Billing and Payment".

b. The Agency shall provide quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, and its quantifiable, measurable and verifiable units of deliverables are described more fully in Exhibit A - Landscape Plans and Specifications. *(Section 287.058(1)(d) and (e) F.S.)*

c. Invoice Summaries shall be submitted by the Agency in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit A - Landscape Plans and Specifications. Deliverables must be received and accepted in writing by the Department's DLA prior to payments. *(Section 287.058 (1) (a), F.S.)*

d. There shall be no reimbursement for travel expenses under this Agreement.

e. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under **Chapters 215 and 216, F.S.** If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the Department. The Agency shall, within five (5) business days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement non-compliance. Payment shall not be made to the Agency until the goods and services have been received and proof of payment or other backup documentation as requested is provided to the Department. The Project must be completed (goods and services received and approved by the Agency) no later than\_\_\_\_\_.

The Agency providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services should take no longer than five (5) business days. The Department has twenty (20) calendar days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) calendar days are measured from the date the Invoice Summary is received. *(Section 215.422 (1), F.S.)*

If a payment is not available within forty (40) calendar days, a separate interest penalty at a rate as established pursuant to Section 55.03 (1), F.S., will be due and payable, in addition to the

Invoice Summary amount, to the Agency. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Agency requests payment. Invoice Summaries that have to be returned to the Agency because of Agency preparation errors will result in a delay of the payment. The Invoice Summary payment requirements do not start until a properly completed Invoice Summary is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the Agency who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516. (*Section 215.422 (5) and (7), F.S.*)

f. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request by the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs. (*Section 287.058 (4), F.S.*)

g. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of *Section 339.135 (6) (a), F.S.*, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one year."

h. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. (*Section 216.311, F.S.*)

i. The Agency agrees to comply with *Section 20.055 (5), F.S.*, and to incorporate in all subcontracts the obligation to comply with *Section 20.055 (5), F.S.*

## 5. MAINTENANCE

a. At such time as the Department issues a Notice to Proceed with Project installation and until such time as the Project is removed pursuant to Paragraphs 5. f. and 6. a., the Agency shall maintain the Project in a reasonable manner and with due care in accordance with Project standards. Specifically, the Agency agrees to:

- (1) remove litter from all landscaped areas of the Project;
- (2) remove fallen palm fronds, fallen fruit and flower stalks and fallen twigs and limbs from all landscaped areas of the Project;
- (3) water and fertilize all plants;
- (4) mulch all plants beds;
- (5) keep plants as free as practicable from disease and harmful insects;
- (6) weed the Project premises routinely;
- (7) mow and/or cut grass within the areas delineated by the landscape plans;
- (8) prune all plants, specifically remove all dead or diseased parts of plants and prune of all parts of plants that present a visibility hazard to those using the roadway;
- (9) replace, or at the Agency's option, remove all dead or diseased plants or other parts of the Project that have fallen below Project standards. Replace with plants of substantially the same grade, size and specification as originally provided for in the plans and specifications, unless otherwise authorized by the Department; and
- (10) perform routine maintenance as prescribed by the manufacturer of any Project irrigation system; and
- (11) trim, alter, relocate or remove landscaping as needed for any future Intelligent Transportation System (ITS).

b. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department not to be in conformance with the applicable Project standards, the Department may terminate the agreement in accordance with Paragraph 6.b.

c. The Operations Center Engineer shall be notified two (2) business days in advance of commencing any scheduled construction or maintenance activities. Emergency repairs shall be performed without delay and the Operations Center Engineer notified immediately. The Operations Center Engineer with responsibility for the roadway within this Project is located at 5211 Ulmerton rd., Clearwater, FL. 33760; Telephone 727-575-8300.

d. Prior to any Project construction or reconstruction activity, the Agency shall submit plans to the Department for review and approval of the proposed work. Additionally, such plans shall be submitted to all utilities with facilities within the limits of work for their review and comment. The Agency shall resolve any conflicts and/or concerns raised by the utilities prior to commencement of such activities. Work shall not start until the Department has issued a Design Approval and Notice to Proceed with Construction letter to the Agency. Prior to commencing any field activity on this Project, the Agency shall notify all the utilities of their work schedule enabling facilities to be field located and marked to avoid damage.

e. The Department will require the Agency to cease operations and remove all personnel and equipment from the Department's right-of-way if any actions on the part of the Agency or representatives of the Agency violate the conditions or intent of this agreement as determined by the Department.

f. It is understood between the parties hereto that any or all of the Project may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered, or otherwise changed to meet with the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation, or adjustment and shall be allowed sixty (60) calendar days to remove all or

part of the Project at its own cost. The Agency will own that part of the Project it removes. After the sixty (60) calendar day's removal period, the Department may remove, relocate, or adjust the Project as it deems best. Wherever the Agency removes improvements pursuant to this agreement, the Agency shall restore the surface of the affected portion of the Project premises to the same safe and trafficable condition as it was before installation of such improvements.

g. The Agency covenants to appropriate in its annual budget, for each Fiscal Year, non ad valorem funds lawfully available to satisfy its maintenance responsibilities under this Agreement. This covenant does not create any lien upon, or pledge of, such non-ad valorem funds, nor does it preclude the Agency from pledging such funds in the future, or from levying and collecting any particular non-ad valorem funds.

## 6. TERMINATION

a. The term of this Agreement shall be for a period of ten (10) years commencing on the date of execution of the Agreement, with ten (10) year renewal options. The Department shall send the Agency an expiration notice six (6) months prior to each ten (10) year expiration date. Any renewal must be agreed upon by both parties in writing ninety (90) calendar days prior to the expiration of the existing agreement

In the event that the Agency elects to not renew the Agreement, then the Agency shall, at its sole expense, be responsible for the removal of the Project and shall restore the Project Highway to a safe and trafficable condition prior to expiration of the Agreement.

b. The Agreement may be terminated by the Department if the Agency, following fifteen (15) calendar days' written notice, fails to perform its duties under this agreement.

c. The Department reserves the right to unilaterally cancel the Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

d. Within sixty (60) calendar days following a notice to terminate pursuant to Paragraph 6.b., if the Department requests, the Agency shall remove the Project and restore the Project premises to the same safe condition existing prior to installation of the Project. If the Department does not request such restoration or terminates this Agreement pursuant to Paragraph 6.b., the Department may complete, remove, relocate or adjust the Project as it deems best.

## 7. CLAIMS

a. When the Department receives notice of a claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency.

## 8. GENERAL

a. The Department's District Secretary or his designee shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement the

prosecution, or fulfillment of the service hereunder and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

b. E-Verify:

1. The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of this Agreement; and
2. The Agency shall expressly require any subcontractors performing work or providing services to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employee eligibility of all new employees hired by the subcontractor during this Agreement's term.

c. This Agreement embodies the entire Agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. This Agreement may not be assigned or transferred by the Agency in whole or in part without written consent of the Department.

d. If any provision of the Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

e. This Agreement, regardless of where executed, shall be governed by and construed according to the Laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF NEW PORT RICHEY  
a municipal corporation/political subdivision  
of the State of Florida

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Brian McKishnie, P.E.  
Director of Transportation Operations,  
District Seven

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_ (SEAL)

Attest: \_\_\_\_\_  
Executive Secretary (SEAL)

Legal Review:

Legal Review:

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Office of the General Counsel, District 7



# NEW PORT RICHEY

5919 MAIN STREET . NEW PORT RICHEY, FL 34652 . 727.853.1016

**TO:** City of New Port Richey City Council  
**FROM:** Robert M Rivera, Public Works Director  
**DATE:** 2/7/2017  
**RE:** 2014/2015 US Hwy 19 Landscape Project Phase 1 Change Order - Consideration for Approval

**REQUEST:**

The request of staff for the City Council is to review and consider for approval the change order submitted by Morelli Landscaping Inc., in the amount not to exceed \$546,543 for the 2014/2015 US Hwy 19 Landscape Project Phase 1.

**DISCUSSION:**

As City Council may recall, elements of this project include the construction of landscaping improvements in selected center medians on US Hwy 19 within the City's Corporate Limits. The selected medians are at the northern City limits from Bellview Avenue to Avery Road. The southern City Limits north of Trouble Creek Road and the median located south of Main Street. The landscaping of the remaining center medians was expected to be completed in a phase 2 project subsequent to the Florida Department of Transportation's (FDOT) approval of funds to the City allocated under the Highway Landscape Reimbursement Grant and a signed maintenance memorandum of agreement.

As City Council is aware, reimbursement funding in the amount of \$546,543 for the phase 2 portion of the project has been approved by FDOT. The Phase 1 portion of the project is ongoing and has not been closed out due to maintenance activities included in the contract. Construction Services staff contacted the contractor of the phase 1 project, Morelli Landscaping Inc., to see if they were capable of performing the additional work as called out in phase 2 of landscape plantings. The contractor reviewed the quantities and has agreed to the same unit pricing, terms, and conditions under the current ITB No. 16-014 Contract Agreement for Phase 1 in the form of a contract change order. As City Council may recall, the Phase 1 ITB was competitively bid by City Staff and approved by City Council on July 5, 2016. The FDOT has been informed of the change order process and has no objections under the guidelines for grant reimbursement.

**RECOMMENDATION:**

Approval of the attached change order is recommended.

**BUDGET/FISCAL IMPACT:**

Funds are identified as Florida Department of Transportation grant dollars in the amount of \$673,043 and Penny for Pasco tax dollars in the amount of \$139,124.



**ATTACHMENTS:**

	Description	Type
<input type="checkbox"/>	Change Order	Backup Material

## CONTRACT MODIFICATION

**Contract Modification No.: 1**

**Date: 1-27-2017**

**Project Name: US19 Hwy Landscaping for Medians Project (Phase II)**

**Project No:**

**Owner: City of New Port Richey, City Council**

**Contractor: Morelli Landscaping, Inc.**

**Engineer: Terra Tectonics Design Group, Inc.**

**This is a Change Order to the Contract Amount and the Following Modifications to the Contract are hereby ordered:**

### Contract Amount

Original Contract Amount	\$ <u>265,624.00</u>
Previous Change Orders (Add/Deduct)	\$ <u>0.00</u>
This Change Order (Add)	\$ <u>546,543.00</u>
Revised Contract Amount	\$ <u>812,167.00</u>

### Contract Time (Cal. Days)

Original Duration	<u>90</u>	Days
Previous Change Orders (Add)	<u>0</u>	Days
This Change Orders (Add)	<u>215</u>	Days
Revised Contract Time	<u>305</u>	Days

The Final Contract Completion Date is:

6/30/2017

### Contractor's Certification

By executing this Change Order, the contractor acknowledges and agrees that the stipulated price and/or time adjustment includes the costs and delays for all work contained in the Change order, including costs and delays associated with the interruption of schedules, extended overheads, delay, and cumulative impacts or ripple effect on all other non-effected work under this contract. Signing of the Change order constitutes full changes and constitutes full and mutual accord and satisfaction for the adjustment in contract price or time as a result of increases or decreases in costs and time or performance caused directly and indirectly from the change, subject to the current scope of the entire work as set forth in the contract documents.

Recommended By:

Architect Terra Tectonics  
By: Jonathan Tongra RLA  
Title PRESIDENT  
Date 1.26.2017

Contractor Morelli Landscaping, Inc.  
By: Vincent J. Morelli, Jr.  
Title President  
Date: 1-26-2017

Public Works Director  
By: [Signature]  
Date: 01/26/2017

Project Manager/Inspector  
By: [Signature]  
Date: 1/26/2017

Public Works Department  
Construction Management



Morelli  
Landscaping,  
Inc.

Landscape Design  
& Installation  
Nursery

October 27, 2016

Mr. Martin Field  
Construction Inspector  
City of New Port Richey  
6132 Pine Hill Road  
Port Richey, Florida 34668

Re: US 19 Medians – Phase II

Dear Martin:

Per your request, we have reviewed the proposed plans and budget for Phase II of the City's US 19 Median Landscaping Project and welcome the opportunity to work with you all to complete it in Spring 2017. We are confident that a quality project can be completed within the available budget. We thank you for your consideration and confidence in giving us this opportunity and we look forward to working with you all further on this exciting project.

Sincerely,

A handwritten signature in blue ink, appearing to read "V. Morelli, Jr.", is written over a horizontal line.

Vincent J. Morelli, Jr.  
President

6370 146th  
Avenue North  
Clearwater,  
Florida  
33760

727-535-6263  
Fax 727-536-6855



# NEW PORT RICHEY

5919 MAIN STREET • NEW PORT RICHEY, FL 34652 • 727.853.1016

**TO:** City of New Port Richey City Council  
**FROM:** Judy Meyers, City Clerk  
**DATE:** 2/7/2017  
**RE:** Re-Appointment of Dr. Donald Cadle, Jr., Land Development Review Board

**REQUEST:**

The request is for City Council to approve the re-appointment of Dr. Donald Cadle, Jr. to the Land Development Review Board.

**DISCUSSION:**

Dr. Donald Cadle, Jr. has been a valued member of the Land Development Review Board since 2013. Dr. Cadle's current term expired on February 19, 2016. Dr. Cadle has submitted his application seeking re-appointment to the Land Development Review Board for Council's consideration. If approved, Dr. Cadle's term will be for three years and will be up for renewal on February 7, 2020. Staff has verified that Dr. Cadle meets the requirements set forth in the City's Code to serve on this board.

**RECOMMENDATION:**

Staff recommends City Council approve the re-appointment of Dr. Donald Cadle, Jr. to the Land Development Review Board and accept the attached updated roster.

**BUDGET/FISCAL IMPACT:**

No funding is required for this item.

**ATTACHMENTS:**

Description	Type
❑ Application - Dr. Donald Cadle, Jr.	Backup Material
❑ Updated Land Development Review Board Roster	Backup Material

# Board and Committee Membership Application

City of New Port Richey  
5919 Main Street  
New Port Richey, FL 34652  
(727) 853-1016  
www.citynpr.org



## Applicant Information

Name	Donald I. Cadle, Jr.
Street Address	6820 River Rd
City, State, Zip	New Port Richey, FL 34652
Home Phone	727-849-6272
Alternate Phone	727-842-6052
E-Mail Address	dr.cadle@verizon.net
Driver's License Number (attach copy of DL)	

## Eligibility Verification

To serve on a City Board or Committee you must either be a current resident of the city or own a business within the city limits. You must also be a registered voter. Please check all that apply.

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> I currently live within the city limits. | <input checked="" type="checkbox"/> I own a business within the city limits<br>(attach copy of voter identification card) |
| <input checked="" type="checkbox"/> I am a registered voter in Florida       |   |

Have you ever been convicted, pleaded guilty or no lo contendere to any criminal offense? (A yes answer to the above question does not automatically preclude you from being considered. The circumstances, timeframe and relevant factors are considered on an individual basis.)

☐ Yes ☒ No

If yes, please explain (including date):

## Boards and Committees

Tell us in which Board or Committee you are interested in serving on:

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | Cultural Affairs Committee (meets on the third Monday of each month) |
| <input type="checkbox"/> | Environmental Committee (meets on the fourth Monday of each month)   |
| <input type="checkbox"/> | Firefighters Pension Board (meets on a quarterly basis)              |

- ☒ Land Development Review Board (meets on the fourth Thursday of the month)
- ☐ Library Advisory Board (meets on the fourth Tuesday of the month)
- ☐ Parks and Recreation Advisory Board (meets on the second Tuesday of the month)
- ☐ Police Pension Board (meets on the fourth Tuesday of the month)

### Previous Volunteer Experience

Summarize your previous volunteer experience.

Presently serving on Land Development Review Board.

### Special Skills or Qualifications

Summarize special skills and qualifications you have acquired from employment, previous volunteer work, or through other activities, including hobbies or sports.

Familiar with Board proceedings from volunteer work with dental association, Rotary and LDRB.

### Personal References

Please provide three (3) references other than relatives. List name, phone number and relationship to you.

Name (printed)	Phone Number	Relationship
Marc Bowman	727-514-6768	Friend
Allen Sigmon	727-372-8411	Friend
Brent Simon	727-243-0640	Friend

### Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a Board or Committee member, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed) Donald I. Cadle, Jr.

Signature Donald I. Cadle, Jr.

Date Jan. 12, 2017

### Selection Process

Once your application has been reviewed and your eligibility to serve has been verified, you will be contacted by the City Clerk to appear at an upcoming City Council meeting so that Council may address any questions they may have regarding your application.

### Our Policy

It is the policy of this organization to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form and for your interest in volunteering with us. Please return the completed form back to Judy Meyers, City Clerk, City of New Port Richey, 5919 Main Street, New Port Richey, Florida, 34652. You may also send it via e-mail to [meyersj@cityofnewportrichey.org](mailto:meyersj@cityofnewportrichey.org). If you have any questions or need any further information please contact the City Clerk's Office at (727) 853-1021.

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#### FOR INTERNAL USE ONLY:

Date Application Received:

11/13/17

Type of Application: New Member

Renewal



CITY OF NEW PORT RICHEY BOARDS/COMMITTEES  
Land Development Review Board

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(7 members, 2 alternates, all City residents and registered voters. Three-year term.)

Purpose is to offer advisory opinions and recommendations to the City Council on matters involving the development of land in the City, including preparation and amendment of the Comprehensive Plan, the City's Land Development Code, and variances granted thereunder.

**3-Year Term through:**

**1. Louis I. Parrillo**

5624 Montana Avenue  
New Port Richey, FL 34652  
(h) 727-478-6109  
[lip5624@gmail.com](mailto:lip5624@gmail.com)

**05/06/2017**

**2. Judy A. Michel**

6429 Remus Drive  
New Port Richey, FL 34653  
(h) 727-264-6720  
(w) 727-510-9263  
[jchouses4u@gmail.com](mailto:jchouses4u@gmail.com)

**03/17/2018**

**3. Donald Ivan Cadle, Jr.**

P.O. Box 2101  
New Port Richey, FL 34652  
(h) 727-849-6272  
(w) 727-842-6052  
(f) 727-843-8338  
[dr.cadle@verizon.net](mailto:dr.cadle@verizon.net)

**02/07/2020**

**4. John R. Grey**

6728 River Road  
New Port Richey, FL 34652  
(h) 727-992-9800  
(w) 727-849-2424  
(f) 727-842-6596  
[john@figrey.com](mailto:john@figrey.com)

**02/19/2016**

**5. Daniel Maysilles**

6134 Oakridge Avenue  
New Port Richey, FL 34653  
(h) 848-8009  
[gatorx1@msn.com](mailto:gatorx1@msn.com)

**04/16/2016**



**6. Mary Moran**

**11/15/2019**

5738 Kentucky Avenue  
New Port Richey, FL 34652  
(h) 727-815-8991  
[marymoran@tampabay.rr.com](mailto:marymoran@tampabay.rr.com)

**7. Gregory D. Smith**

**08/04/2018**

5822 Indiana Avenue  
New Port Richey, FL 34652  
(w) 813-468-8825  
[greg@savealator.com](mailto:greg@savealator.com)

**Alternates:**

**1. Robert (Bob) Smallwood**

**07/05/2019**

7124 Meighan Ct.  
New Port Richey, FL 34652  
(C) 267-5863  
[Smallwood.bob@gmail.com](mailto:Smallwood.bob@gmail.com)

**2. Nancy MacDonald**

**08/16/2019**

6533 Spring Flower Drive, #34-12  
New Port Richey, FL 34653  
[nmacdonald2@tampabay.rr.com](mailto:nmacdonald2@tampabay.rr.com)

**Staff Liaison: Lisa Fierce**

**3.06.00 Creation of land development review board**

The city council hereby creates the land development review board.  
The purpose of the land development review board is to offer advisory opinions and recommendations to the city council on matters involving the development of land in the city, including preparation and amendment of the Comprehensive Plan, the city's Land Development Code, and variances granted thereunder.  
(Ord. No. 1374, §§ 4, 5, 9-5-95)

**3.06.01 Duties and responsibilities.**

The duties and functions of the land development review board are as follows:  
1. The land development review board shall recommend to the city council the adoption of ordinances promoting orderly development in conformance with the adopted Comprehensive Plan. Such ordinances may include, but are not limited to, amendments to the adopted comprehensive plan, amendments to the city's Land Development Code, and changes to the Future Land Use and Zoning Map of the city. The land development review board shall fulfill all responsibilities bestowed on other sections of the Code on the board of adjustments and appeals or the planning and zoning board.

2. The land development review board shall serve as the New Port Richey Local Planning Agency, pursuant to the requirements of Florida Statutes and the Florida Administrative Code. The board shall fulfill the responsibilities of the local planning agency as set forth in the Florida Statutes and in the city's adopted comprehensive plan.
3. The land development review board shall conduct such public hearings as may be required in order to gather information necessary for the preparation of recommendations regarding the city's adopted comprehensive plan and its Land Development Code.
4. The land development review board shall fulfill all of the functions and responsibilities previously bestowed upon the board of adjustments and appeals concerning petitions for variances from the requirements of the Land Development Code or appeals of administrative decisions rendered by the city manager, the director of development services, the building official, or other administrative staff charged with the responsibility of interpreting and enforcing the New Port Richey Code. The land development review [board] shall have the power to conduct hearings and recommend decisions to the city council where it is alleged there is an error in any order requirement, decision, or determination by an administrative official in the enforcement of the Land Development Code. In conducting any hearing and in preparing any recommendation to the city council regarding the granting of variances, the board shall adhere to the procedure and guidelines set forth in chapter V of the city's Land Development Code.

(Ord. No. 1374, §§ 4, 5, 9-5-95)

### **3.06.02 Membership.**

1. There shall be seven (7) regular and two (2) alternate members comprising the land development review board. The two (2) alternates shall serve as a member in the absence of a regularly appointed member and shall attend all meetings. All members of the land development review board shall be resident electors of the City of New Port Richey. A quorum shall consist of four (4) members.
2. The initial appointment of members to serve on the land development review board will be completed so that four (4) members of the land development review board shall serve an initial term of two (2) years and three (3) members shall serve an initial term of one (1) year. Thereafter, all appointments shall be for three (3) year terms.
3. The city council shall select the members of the board by a majority vote of the city council. The city council, by a majority vote, may remove any member with, or without cause. Vacancies shall be filled from the alternate positions, if available. Any board member or alternate who misses two (2) consecutive meetings shall be deemed to have resigned unless the absence is excused by the chairman prior to the meeting. The chairman shall notify the city clerk in writing of the member's resignation.
4. All members and alternates, as well as the public, shall have a voice pertaining to the business brought before the land development review board. Only members are entitled to vote on all proceedings. Alternate members may not vote unless taking the place of an absent member. Members of the board shall not vote if they have a conflict of interest pursuant to Florida Statutes.

(Ord. No. 1374, §§ 4, 5, 9-5-95; Ord. No. 1476, § 1, 2-2-99)

### **3.06.03 Meetings.**

The land development review board shall meet as needed to fulfill its responsibilities concerning hearings on variances and appeals of administrative decisions. In addition to scheduled hearings on variances and appeals, the land development review board will meet to conduct any public hearing required to fulfill the functions of a local planning agency as set forth in Florida Statutes or in the city's adopted comprehensive plan. In no event, shall the land development review board meet less frequently than once every ninety (90) days. Meetings shall be open to the public pursuant to section 286.001, Florida Statutes. The time, date, place and agenda of the meeting shall be placed by the city clerk in City Hall one (1) week prior to the meetings unless an emergency exists. All meetings shall be conducted in accordance with Robert's Rules of Order.  
(Ord. No. 1374, §§ 4, 5, 9-5-95; Ord. No. 1476, § 1, 2-2-99)

#### **3.06.04 Officers.**

The voting members of the land development review board shall elect one (1) of their members to serve as chairman, one (1) of their members to serve as vice chairman, and one (1) of their members to serve as ex officio secretary. The secretary shall record minutes for each meeting of the committee. The secretary shall keep the original copy of the minutes and furnish a copy of the minutes to the city clerk. The chairman shall submit an annual report to the city council.  
(Ord. No. 1374, §§ 4, 5, 9-5-95; Ord. No. 1476, § 1, 2-2-99)

#### **3.06.05 Compensation.**

The members of the board shall serve without compensation but may receive reimbursement for travel expenditures in accordance with the Florida Statutes.  
(Ord. No. 1374, §§ 4, 5, 9-5-95)