



**CITY COUNCIL REGULAR MEETING**  
**CITY OF NEW PORT RICHEY**  
**NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS**  
**5919 MAIN STREET, NEW PORT RICHEY, FLORIDA**  
**February 6, 2024**  
**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 10, 2024 Special Meeting Minutes Page 3
5. Approval of January 16, 2024 Work Session and Regular Meeting Minutes Page 6
6. Proclamation: West Pasco Quilters Guild Page 13
7. Vox Pop for Items Not Listed on the Agenda or Listed on Consent Agenda
  - a. Speakers must identify themselves prior to speaking by stating their name and full address for the record. Speakers shall address the City Council as a whole and refrain from addressing individual members of the City Council or the City staff. Speakers shall afford the utmost courtesy to the City Council, to City employees, and to the public, and shall refrain at all times, from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities.
8. Consent Agenda

- a. Purchases/Payments for City Council Approval Page 14
- b. Consideration of Year-End Amendment to the FY2022-2023 Adopted Budget Page 16
- c. Parks and Recreation Advisory Board Minutes - December 2023 Page 19

#### 9. Public Reading of Ordinances

- a. First Reading, Ordinance No. 2024-2283: Amendments to Firefighters' Pension Ordinance Page 22
- b. First Reading, Ordinance No. 2024-2284: Amendments to Police Pension Ordinance Page 29
- c. First Reading, Ordinance No. 2024-2285: Modification of the Solid Waste Collection System Page 47

#### 10. Business Items

- a. Board Re-Appointment: Marilyn deChant, Land Development Review Board Page 71
- b. 2024 Chasco Fiesta Alcohol Beverage Special Event Application and Car Show Wet Zone Request Page 77
- c. Recommendation of Firm for RFP24-009 Purchase of 3D Crime Scene Mapper Page 217
- d. ITB24-006 WWTP Sand Filter Expansion Joint Restoration Bid Award Page 226
- e. ITB24-007 WWTP Biosolids Hauling and Disposal Services Bid Award Page 229
- f. ITB24-008 RAC Locker and Restroom Improvements Project Bid Award Page 241
- g. WWTP Clarifier No. 2 Gearbox Purchase Page 245
- h. 2023 Meadows Park Improvements Project – Change Order No. 1 Page 259
- i. Resolution No. 2024-02: Authorizing the City Manager to Prepare the Required Business Impact Estimate for Ordinances Page 264

#### 11. Communications

#### 12. 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, 727-853-1021, 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, CMC, City Clerk  
**DATE:** 2/6/2024  
**RE:** Approval of January 10, 2024 Special Meeting Minutes

**REQUEST:**

The request is for City Council to approve the minutes from the January 10, 2024 special meeting.

**DISCUSSION:**

City Council conducted a special meeting to declare a local state of emergency on January 10, 2024. The minutes from that meeting are attached for Council's review and approval.

**RECOMMENDATION:**

Staff recommends that City Council approve the minutes from the January 10, 2024 special meeting as submitted.

**BUDGET/FISCAL IMPACT:**

No funding is required for this item.

**ATTACHMENTS:**

Description	Type
January 10, 2024 Special Meeting Minutes	Backup Material



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

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

January 10, 2024

10:45 AM

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**ORDER OF**  
**BUSINESS**

1 Call to Order – Roll Call

The meeting was called to order by Mayor Chopper Davis at 10:50 a.m. Those in attendance were Deputy Mayor Matt Murphy, Councilman Peter Altman, Councilman Mike Peters and Councilwoman Kelly Mothershead. Also in attendance were City Manager Debbie L. Manns, City Attorney Timothy Driscoll, and City Clerk Judy Meyers.

2 Pledge of Allegiance

3 Moment of Silence

4 Business Items

a. Resolution No. 2024-01: Declaring a Local State of Emergency - Page 3

City Manager Manns introduced the item to Council. She stated the purpose of this agenda item was to approve a resolution declaring a Local State of Emergency in response to the strong low pressure system that moved through our area on January 9, 2024. The LSE would be effective as of 3:00 pm. on January 9, 2024 and remain in effect for seven days. City Manager Manns stated that staff is also requesting that City Council waive the 24-hour meeting notice requirement. City Attorney Driscoll then read the resolution by title only. Upon opening the floor, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made by Councilman Altman and seconded by Councilwoman Mothershead to waive the 24-hour meeting notice requirement. Motion passed 5-0. Motion was made by Councilman Peters and seconded by Councilwoman Mothershead to approve local state of emergency as submitted. Motion passed 5-0.

Motion made by Pete Altman and seconded by Kelly Mothershead. The Motion Passed. 5-0. Ayes: Altman, Davis, Mothershead, Murphy, Peters

5 Communications

The Council members and City Manager spoke regarding the effects of the storm yesterday and FEMA. Councilman Altman spoke regarding the recent resiliency meeting he attended.

6 Adjournment



There being no further business to consider, upon proper motion, the meeting adjourned at 11:00 a.m.

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

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

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



# 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, CMC, City Clerk  
**DATE:** 2/6/2024  
**RE:** Approval of January 16, 2024 Work Session and Regular Meeting Minutes

**REQUEST:**

The request is for City Council to approve the minutes from the January 16, 2024 work session and regular meeting.

**DISCUSSION:**

City Council conducted work session on January 16, 2024 to review the proposed solid waste program. City Council then met for their regularly scheduled meeting. The minutes from those meetings are attached for Council's review and approval.

**RECOMMENDATION:**

Staff recommends that City Council approve the minutes from the January 16, 2024 work session and regular meeting as submitted.

**BUDGET/FISCAL IMPACT:**

No funding is required for this item.

**ATTACHMENTS:**

Description	Type
□ January 16, 2024 Work Session Minutes	Backup Material
□ January 16, 2024 Regular Meeting Minutes	Backup Material



**MINUTES OF THE CITY COUNCIL WORK SESSION**  
**CITY OF NEW PORT RICHEY**

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

**January 16, 2024**  
**5:30 PM**

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**ORDER OF**  
**BUSINESS**

**1**      **Call to Order - Roll Call**

The meeting was called to order by Mayor Chopper Davis at 5:30 p.m. Those in attendance were Deputy Mayor Matt Murphy, Councilman Peter Altman, Councilman Mike Peters and Councilwoman Kelly Mothershead.

Also in attendance were City Manager Debbie L. Manns, City Attorney Timothy Driscoll, City Clerk Judy Meyers, Finance Director Crystal Dunn, Public Works Director Robert Rivera, Police Chief Bob Kochen, and Assistant City Manager Gregory Oravec.

**DISCUSSION ITEMS**

**2**      **Solid Waste Pickup and Hauling Billing System - Page 2**

City Manager Manns introduced the item to Council. She stated the purpose of this work session was to review the proposed Solid Waste Pickup and Hauling Billing System. She stated this system has been in the works since last August. She stated the topic for discussion tonight is the method for collection. The recommendation of staff was to send out an independent bill which contains the fees for waste hauling. City Manager Manns stated the option to place the fee on the water bill is also available. City Manager Manns stated that there are two public hearings to be conducted before the program goes into effect on March 2, 2024. City Manager Manns then gave a brief overview of the voting history to date. City Manager Manns stated that water bills are sent out per area and not all at the same time and it would be difficult to make the waste hauling collection concurrent with the water bill. She stated that there are many others who have bulk meter customers. Mayor Davis stated that he has been a renter at two different places and billing may cause confusion between the renter and landlord. Councilman Altman spoke about audits and processes. He stated if this is a round robin for everyone to agree to then the work session is a waste of time. City Manager Manns stated that the purpose of the work session was to have a discussion. She stated there will be nuances that we are unable to predict. She stated she spoke with the City Attorney today and would like to incorporate an acknowledgement into the ordinance to have some opportunity to give the City Manager latitude to amend the ordinance as needed. Mayor Davis stated that businesses with different hours should not be all

charged the same. Councilwoman Mothershead asked about homeowner associations that bill for those who have dumpster service or curb service. City Manager Manns stated those provisions have been formulated. Councilman Peters stated that many larger municipalities put the fee on the tax bill and would eliminate certain situations. He stated most homeowners have mortgages and pay assessments on a monthly basis anyways. Councilman Altman stated that if you put it on the tax roll you are billing everyone for the full year and this would affect snowbirds. He stated that there are all of these nuances that have come up and spoke about The Wilds. He stated there is a kinship between a single residence and someone who has a dumpster. He stated he has asked for staff to quantify with time and postage. Mayor Davis stated there will be employee time no matter what system we use. Councilman Altman stated that renters have to bring in their lease in order to get water service in their name. Council then held a brief discussion on the variables of each process. Councilman Peters stated that we have had landlords on both sides of the issue speak. He stated that he still thinks billing separately will cause less disruption overall for the residents. Councilman Altman asked if the property owner does not pay do we then shutoff service to the tenant. He stated there will be an increase in phone calls and return postage. Councilman Altman suggested having the property owner be responsible for the water bill as well. He asked if the new system will allow for snowbirds to pause service and City Manager Manns stated that it is a common practice in the open market to offer the opportunity for turn off and turn on but not in a closed market but if it is the direction of Council provisions can be created. Councilman Peters stated what he has seen in other markets is that service comes with a fee. He stated there are some cities that have their own trash service with their own trucks and they do not allow to pause service because they incur the costs. Councilman Peters stated that most people are used to being billed quarterly for trash pickup. Councilman Altman stated that he does not know how many landlords are currently paying for trash service. Councilman Altman urged staff to look at this to find the most efficient way to move forward. Councilman Peters stated that deposits for accounts could be adjusted. City Manager Manns stated she would have a discussion with the City Attorney on the items discussed and would bring a report back to Council.

3            Communications

None.

4            Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 6:29 p.m.

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

\_\_\_\_\_(signed)

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

Judy Meyers, CMC, City Clerk



**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 16, 2024

7:00 PM

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**ORDER OF**  
**BUSINESS**

1. Call to Order – Roll Call

The meeting was called to order by Mayor Chopper Davis at 7:00 p.m. Those in attendance were Deputy Mayor Matt Murphy, Councilman Peter Altman, Councilman Mike Peters and Councilwoman Kelly Mothershead.

Also in attendance were City Manager Debbie L. Manns, City Attorney Timothy Driscoll, City Clerk Judy Meyers, Finance Director Crystal Dunn, Human Resources Manager Bernie Wharran, Fire Chief Chris Fitch, Public Works Director Robert Rivera, Police Chief Bob Kochen, Library Director Andi Figart, Technology and Innovations Director Robert Greene and Assistant City Manager Gregory Oravec.

2 Pledge of Allegiance

3 Moment of Silence

4 Approval of January 2, 2024 Regular Meeting Minutes

Motion was made to approve the minutes as presented.

Motion made by Kelly Mothershead and seconded by Matt Murphy. The Motion Passed. 5-0. Ayes: Altman, Davis, Mothershead, Murphy, Peters

5 Proclamation - Arbor Day

Mayor Davis presented the parchment to Environmental Committee Chair Dell deChant.

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

Mayor Davis opened the floor for public comment. The following people came forward to speak:

- Shinikki Whiting, 5755 Indiana Ave., NPR thanked Chief Kochen for attending the Dr. Martin Luther King, Jr. event and spoke regarding Council's non-attendance.

- Zack Falvo, 6806 Jackson St., NPR spoke regarding the upcoming solid waste program.
- Judith Allen, 5940 Grand Blvd., NPR spoke regarding a Citizens Advisory Committee and Citizens Review Committee.
- Marlowe Jones, 6141 Pine Hill Rd., PR spoke regarding respect from Mayor Davis. He also thanked Chief Kochen for his attendance at the Dr. Martin Luther King, Jr. event.

With no one else coming forward for public comment, Mayor Davis closed Vox Pop.

- a Speakers must identify themselves prior to speaking by stating their name and full address for the record. Speakers shall address the City Council as a whole and refrain from addressing individual members of the City Council or the City staff. Speakers shall afford the utmost courtesy to the City Council, to City employees, and to the public, and shall refrain at all times, from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities.

## 7 Consent Agenda

Motion was made to accept the Consent Agenda.

Motion made by Matt Murphy and seconded by Mike Peters. The Motion Passed. 5-0. Ayes: Altman, Davis, Mothershead, Murphy, Peters

- a Budget Amendment - Library Donation
- b Purchases/Payments for City Council Approval

## 8 Business Items

- a Board Re-Appointment: David Schrader, Parks and Recreation Advisory Board

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve the re-appointment of David Schrader to the Parks and Recreation Advisory Board. She stated that Mr. Schrader has been a member of the Parks and Recreation Advisory Board since 2011 and currently serves as Chair. If approved, Mr. Schrader's term will be for three years and will be up for renewal on January 19, 2027. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the item as presented.

Motion made by Pete Altman and seconded by Matt Murphy. The Motion Passed. 5-0. Ayes: Altman, Davis, Mothershead, Murphy, Peters

- b Approval of Police Forfeiture Expenditures

City Manager Manns introduced Police Chief Bob Kochen who then presented the item to Council. He stated that the purpose of this agenda item was to approve Police Federal Equitable Sharing Forfeiture expenditures not to exceed \$113,900.00 and Police State Forfeiture expenditures not to exceed \$6,000.00. Staff is also requesting the Council approve the corresponding budget amendment for these forfeiture funds along with a \$9,500.00 Police K-9 donation from the Pasco Florida Kennel Club into the Police Department's F.Y. 2023/2024 budget. The itemized list of expenditures are as follows:

### **Federal Equitable Sharing Forfeiture Account - total expenditures \$113,900.00:**

- 1) Police drone, ancillary drone equipment, drone operational computer, and pilot training costs - expenditure approval up to \$27,000.00.
- 2) Police K-9 dog, ancillary K-9 supplies and equipment - expenditure approval up to \$12,500.00.
- 3) Police upgraded pistol red-dot optic sighting system for all officers - expenditure approval up to \$15,000.00.

- 4) Police upgraded rifle red-dot optic sighting system for all officers - expenditure approval up to \$15,000.00.
- 5) Police upgraded alarm systems for police vehicles - expenditure approval up to \$17,500.00.
- 6) Police vehicle park lock switch for enhanced security of our vehicles - expenditure approval up to \$3,400.00.
- 7) Police Personal Protective Equipment (PPE) & First Aid Kits - expenditure approval up to \$5,000.00.
- 8) Police upgraded utility golf cart for events and police operations. Includes equipment and decal markings - expenditure approval up to \$18,500.00.

**State Forfeiture Account - total expenditures \$6,000.00:**

- 1) Police upgraded winter jackets with reflective lettering - expenditure approval up to \$6,000.00.

**Reserve for Police K-9 - total expenditures \$9,500.00:**

- 1) Pasco Florida Kennel Club donation to help fund the purchase of a Police K-9 - expenditure approval up to \$9,500.00.

Upon opening the floor to public comment, the following people came forward to speak:

- Marlowe Jones, 6141 Pine Hill Rd., PR asked about the total of the expenditures and the number of drones. Chief Kochen stated \$119,900.00 and one drone.

With no one else coming forward Mayor Davis returned the floor to Council. Motion was made to approve the item and corresponding budget amendment as presented.

Motion made by Pete Altman and seconded by Matt Murphy. The Motion Passed. 5-0. Ayes: Altman, Davis, Mothershead, Murphy, Peters

**c Interlocal Agreement w/Pasco County RE: Disaster Response and Recovery Related Services**

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve entering into an Interlocal Agreement with Pasco County for disaster response and recovery related services. Fire Chief Fitch stated the proposed agreement meets the provisions outlined in Florida Statutes. He stated the goal of the agreement is to make the most use of the powers of each of the entities in the event of a disaster. Upon opening the floor to public comment no one came forward therefore Mayor Davis returned the floor to Council. Councilman Altman spoke regarding getting a report of the homes affected from the hurricane miss and City Manager Manns stated she will forward one on to Council. Motion was made to approve the item as presented.

Motion made by Pete Altman and seconded by Kelly Mothershead. The Motion Passed. 5-0. Ayes: Altman, Davis, Mothershead, Murphy, Peters

**d Bitdefender XDR Software Purchase**

City Manager Manns introduced Technology Solutions Director Robert Greene who then presented the item to Council. He stated that the purpose of this agenda item was to approve a proposal for the purchase of the Bitdefender MDR and XDR software services from vTECH iO DBA Computers At Work! Inc in an amount not to exceed \$45,000. The software will be used to continue improving the City's cybersecurity efforts. Upon opening the floor to public comment, the following people came forward to speak:

- Judith Allen, 5940 Grand Blvd., NPR asked about the current software and how this will

advance. Mr. Greene stated this will provide much more services. She spoke about Smarsh and Mr. Greene stated that was for text messages.

With no one else coming forward Mayor Davis returned the floor to Council. Motion was made to approve the item as presented.

Motion made by Mike Peters and seconded by Pete Altman. The Motion Passed. 5-0. Ayes: Altman, Davis, Mothershead, Murphy, Peters

9 Communications

Councilwoman Mothershead stated that she has attended the Dr. Martin Luther King, Jr. event the last few years and she had to work yesterday. She stated that Ms. Whiting's comments that her attendance was not there because it was a black event was simply untrue. Deputy Mayor Murphy stated that he agreed with Councilwoman Motherhead's comments as we all have lives and things we have to do that did not allow for them to attend the event. He stated he attended the MPO meeting last week and was re-elected Chair. There is still talk about creating a regional MPO. Councilman Peters stated he was with his father yesterday and could not attend the event yesterday. He stated that the December 20th Suncoast News edition had an article about the LIFT Team. He stated it is a great service provided by our Police Department. He also spoke about an article about the City Manager and the activities she has been a champion for. He stated he is looking forward to visiting our legislators in Tallahassee. Councilman Altman stated he and his wife went to the Dade City Dr. Martin Luther King, Jr. parade. He was encouraged to see such a turnout. He stated after the parade they assembled at the Historic Courthouse for a prayer service. He stated it was great to see a shared humanity. Councilman Altman stated he saw the resolution for the urban service area on the upcoming agenda items and he knows he still needs to submit the map. He spoke about the circles and the zones and the interest of opening up our recreation services to be better partners with the County. He stated the discussion with Cliff Shepard was helpful for all of us. He also spoke about Schwettman, the reverter clause for the Hacienda and the Richey Suncoast Theatre. Councilman Altman stated he is taking a strong stand as a councilman that the City is the end owner of the Schwettman property. He spoke regarding yard debris pickup and charging a fee for the pickup of items that cannot fit into a garbage can. He spoke about St. Leo's comments that a community garden would be good at Schwettman. He also suggested moving Tasty Tuesdays there. Mayor Davis stated Schwettman is an asset for the city. He spoke regarding his earlier comments with Mr. Jones. He spoke about the lineage of his name Alfred. Councilman Peters stated public comment is the opportunity for the public to express their views on various issues and not for a fact finding mission of staff. It is not appropriate for the public to enter into dialogues with staff. Councilman Altman suggested having the public sign a civility pledge.

10 Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 8:04 p.m.

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

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

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





Office of the Mayor  
City Of New Port Richey  
**Proclamation**

**WHEREAS**, the West Pasco Quilters Guild was formed in 1988 and has since grown to 270 members; and

**WHEREAS**, the West Pasco Quilters Guild makes and distributes over 500 quilts per year to schools, and other organizations that will distribute them as well as distributing 550 Christmas quilts and handmade pillowcases to members of the community; and

**WHEREAS**, the West Pasco Quilters Guild supports a number of local charities including Habitat for Humanity, Pasco Kids First, Salvation Army, The African American Club and many more; and

**WHEREAS**, the West Pasco Quilters Guild is a participant in the Nation Quilts of Valor Foundation and has awarded over 200 handmade patriotic quilts to our Veterans; and

**WHEREAS**, the West Pasco Quilters Guild will hold its 18<sup>th</sup> Quilt Show February 12, 2024 through February 18, 2024 and expects to up to 3000 attendees.

**NOW, THEREFORE, I**, Chopper Davis, Mayor of the City of New Port Richey, do hereby recognize the

*West Pasco Quilters Guild*

And encourage all citizens to attend the quilt show and view these wonderful works of art on display.

*In witness whereof I have hereunto set my hand and caused this seal to be affixed.*

\_\_\_\_\_  
ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_



# 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 M. Dunn, Finance Director  
**DATE:** 2/6/2024  
**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 \$25,000 and over.

**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 Listing	Backup Material

PURCHASES/PAYMENTS FOR CITY COUNCIL APPROVAL

E & L Construction Group NPR Fire Station 2	\$296,362.00
SC Signature 2020 Meadows Park Renovation	\$163,789.15
Keystone Excavators Inc. 2022 North River Road Streetscape	\$131,717.03
Payne's Environmental Services, LLC Wood Grinding at 6420 Pine Hill Rd	\$51,500.00
Axon Enterprise Inc. 2021 Taser Certification Bundle Invoice # INUS220640	34,999.97

RECURRING EXPENDITURES OVER \$25,000

Public Risk Management Quarterly Invoice for Insurance Coverage	\$406,412.00
BOCC Pasco County Animal Services (Annual Fee)	\$144,099.00
Tampa Bay Water City of NPR December 2023 Usage	\$121,422.75
Enterprise FM Trust Lease of City Vehicles	\$63,519.14
Lynch Fuel Company LLC Gasoline Delivery	\$26,071.37



# NEW PORT RICHEY

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

**TO:** City of New Port Richey City Council  
**FROM:** Crystal M. Dunn, Finance Director  
**DATE:** 2/6/2024  
**RE:** Consideration of Year-End Amendment to the FY2022-2023 Adopted Budget

## REQUEST:

The City Council is asked to review and approve the accompanying year-end budget amendment to the FY2022-2023 Adopted Budget, which would allow for the transfer of funds across departments in the General Fund and Water & Sewer Fund.

The transfers in the General Fund cover shortages in Human Resources, the City Clerk's office, Police Department, Fire Department, and Public Works Administration. The largest overages are related to additional contributions to the Florida Retirement System, increases in salaries, more participants in the City's health insurance program, increase in insurance claims, unforeseen repairs at the Recreation Center and Public Works Administration building, AC repairs at the library, and the City's purchase of the property located on Plathe Road.

The transfers in the Water & Sewer Fund cover shortages in Water Production, Reclaimed Water, the Waste Water Treatment Plant, and the Sewer Department. The largest overages are related to unforeseen price increases for chemicals, pump repairs, and the emergency purchase of Chem Scan Process Analyzer.

## DISCUSSION:

The City's Purchasing Policy states that the City Council may by motion transfer part or all of any unencumbered appropriation balance from one (1) department and office to another.

## RECOMMENDATION:

It is recommended that City Council approve the accompanying amendment to the FY2022-2023 Adopted Budget.

## BUDGET/FISCAL IMPACT:

The amendment results in an increase of \$41,930 to Human Resources, \$110,530 to the City Clerk's Office, \$38,690 to the Police Department, \$99,200 to the Fire Department, and \$226,110 to Public Works Administration. Additionally, \$25,890 to the Water Production, \$14,650 to the Reclaimed Water Production, \$316,920 to the WWTP, and Sewer \$108,910. There is no change to the overall total budgeted for the General Fund or the Water and Sewer Fund.

## ATTACHMENTS:

Description	Type
□ Year-End Amendment to the FY2022-2023 Adopted Budget	Backup Material



**BUDGET AMENDMENT REQUEST**

Date 9/30/2023

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

**INCREASE**

Account No.	Division	Description	Budget Current	Change	Proposed Budget
001022 44521	General	Buildings & Contents Insurance	382,840	41,930	424,770
001023 42211	General	Florida Retirement System	6,300	110,530	116,830
001061 44311	General	Electric - City Facilities	46,960	10,230	57,190
001061 46431	General	Special Purpose Equipment	18,485	6,650	25,135
001064 46431	General	Special Purpose Equipment	141,680	21,810	163,490
001071 41111	General	Department Head Salaries	93,150	12,410	105,560
001071 41112	General	Division Head Salaries	82,500	5,890	88,390
001073 41112	General	Division Head Salaries	244,090	15,090	259,180
001073 41299	General	Regular Salaries & Wages	1,235,790	54,710	1,290,500
001073 42311	General	Health Insurance - Reg.	233,880	11,100	244,980
001101 41111	General	Department Head Salaries	102,980	16,140	119,120
001101 41111	General	Regular Salaries & Wages	86,010	13,900	99,910
001102 46399	General	Impr.Other Than Bldg-Misc	-	7,500	7,500
001106 43499	General	Contractual Svcs - Misc	60,000	29,570	89,570
001106 46399	General	Impr.Other Than Bldg-Misc	-	23,200	23,200
001110 46399	General	Impr.Other Than Bldg-Misc	-	135,800	135,800
401105 46431	Water Prod.	Special Purpose Equipment	49,000	25,890	74,890
401108 44999	Non-classified	Other Charges - Misc	5,000	59,680	64,680
401111 45221	Reclaimed	Chemicals	145,000	14,650	159,650
401112 44311	WWTP	Electric - City Facilities	280,000	157,890	437,890
401112 44361	WWTP	Sludge Removal	525,000	79,430	604,430
401112 45221	WWTP	Chemicals	135,000	71,200	206,200
401112 46299	WWTP	Building Improvements	25,000	8,400	33,400
401113 46399	Sewer	Impr.Other Than Bldg-Misc	15,000	49,230	64,230

**DECREASE**

Account No.	Division	Description	Budget Current	Change	Proposed Budget
001024 46418	General	Software	218,000	88,550	129,450
001042 41112	General	Division Head Salaries	80,050	24,110	55,940
001042 41210	General	Regular Exempt Salaries	106,290	13,720	92,570
001042 42311	General	Health Insurance - Reg.	64,190	11,550	52,640
001043 45225	General	Software Licenses / Support	10,840	10,840	-
001064 41528	General	Off-Duty Pay	163,150	43,510	119,640
001080 41111	General	Department Head Salaries	91,000	24,830	66,170
001081 43181	General	Professional Services -Plannin	175,000	153,550	21,450
001102 41299	General	Regular Salaries & Wages	263,910	84,970	178,940
001110 41210	General	Regular Exempt Salaries	37,960	37,960	-
001110 41299	General	Regular Full Time Wages	272,960	21,870	251,090
401105 43499	Water Prod.	Contractual Svcs - Misc	45,000	37,870	7,130
401105 46399	Water Prod.	Impr.Other Than Bldg-Misc	310,000	285,290	24,710
401107 41112	Water Dist.	Division Head Salaries	65,230	5,550	59,680
401109 41299	Construction Svcs	Regular Full Time Wages	173,830	44,790	129,040
401112 46399	WWTP	Impr.Other Than Bldg-Misc	192,000	8,400	183,600

401113 41210	Sewer	Regular Exempt Salaries	46,510	24,790	21,720

**Explanation:** year end budget admendment to cover/adjust for overages.

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Requested By: \_\_\_\_\_  
 \_\_\_\_\_  
 Department Head

Approved By:  
 Finance Director \_\_\_\_\_  
 \_\_\_\_\_  
 City Manager

Council Action Required ☒ Yes ☐ No (If Yes, Date Approved \_\_\_\_\_)

Date Posted \_\_\_\_\_ Current Month \_\_\_\_\_ Posted By: \_\_\_\_\_





# 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:** Andre Julien, Director for Parks and Recreation

**DATE:** 2/6/2024

**RE:** Parks and Recreation Advisory Board Minutes - December 2023

**REQUEST:**

The request before the City Council is to review and approve the Parks and Recreation Advisory Board minutes for December 12th, 2023.

**DISCUSSION:**

The Parks and Recreation Advisory Board meets monthly. The Parks and Recreation Advisory Board has approved minutes from their December 12<sup>th</sup> meeting. The next Parks and Recreation Advisory Board meeting is scheduled for February 13th, 2024, at 7:00am in the Oak Room at the New Port Richey Recreation and Aquatic Center, which is located at 6630 Van Buren Street. The public is invited to attend.

**RECOMMENDATION:**

The recommendation before City Council is to review and accept the December 12<sup>th</sup>, 2023, City of New Port Richey Parks and Recreation Advisory Board meeting minutes.

**BUDGET/FISCAL IMPACT:**

No impact

**ATTACHMENTS:**

Description	Type
December Meeting Minutes	Backup Material

# **PARKS & RECREATION BOARD MEETING**

**December 12, 2023**

The regular meeting of the Parks & Recreation Advisory Board was held at the Recreation & Aquatic Center and called to order at 7:04am on Tuesday, December 12, 2023. Board Members Chairman David Schrader, Carolyn Marlowe, Rob Oman, Launi Schmutz-Harden and Bertell Butler were in attendance. Stephen Blanchard was not in attendance.

The November 14, 2023 minutes were unanimously approved.

## **OLD BUSINESS:**

- The pools are operating and the pumps are running. The heaters are onsite and tentatively scheduled to be installed on 12/18/2023.
- Holiday hours were communicated. Friday, 12/22 6:00am – 8:00pm, Saturday, 12/23/2023 10:00am – 5:00pm, Sunday, 12/24/2023 7:00am – 1:00pm. The facility will be closed on 12/25/2023. The following weekend, beginning Friday, 12/29/2023, the same hours will be followed and the facility will be closed Monday, 1/2/2024.

## **NEW BUSINESS:**

- Rob asked about the status of the annual membership sale. David said the sale was a good thing. The sale was going for approval at the next Council meeting.
- Sims Park has been resodded. The majority of it has been completed and David asked about the artificial turf project.
- Upcoming CIP projects: locker rooms; basketball courts (outdoor) resurfacing; refinishing of slides. Bertell asked about the wall in the gymnasium and was informed that it has been fixed and is functional.
- The topic of having a non-resident board member was discussed.
- Friends of the Parks & Recreation Department group – David is working on getting the group together

## **SPECIAL EVENTS:**

- December 1<sup>st</sup>, 2023 - Light up the Night. Our annual tree lighting event down in Sims Park. Staff spent 2 weeks prior decorating the park. The event included the tree lighting, cookie decorating, different Christmas themed games and crafts, performances on stage, train ride around the park and various food vendors. For the event we had over 14 vendors participate and run a booth while the rec



center had 5 stations of their own. We had approximately 2,500 – 3,000 people in attendance.

- December 8<sup>th</sup>, 2023 - Family Move Night (free) was The Grinch. We had Coles Snow Cone factory as concession stand and we had over 300 people attend.
- December 9<sup>th</sup>, 2023 - Holiday Street Parade. We decorated the float for City Council and had City council, the Mayor, the City Manager, and RAC staff ride/walk in the parade. Roughly 10,000 beads were tossed / given out during the parade.

The meeting adjourned at 7:32am.

Respectfully submitted,  
Krista J. Schiano



# NEW PORT RICHEY

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

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

**DATE:** 2/6/2024

**RE:** First Reading, Ordinance No. 2024-2283: Amendments to Firefighters' Pension Ordinance

## REQUEST:

The request is for the City Council to consider approving an ordinance amending the City of New Port Richey Firefighters' Retirement System in regard to Section 17-36, Definitions, Section 17-39, Finances and Fund Management, Section 17-42, Pre-Retirement Death, and Section 17-50-, Minimum Distribution of Benefits.

## DISCUSSION:

Earlier this month I received a communication from Mr. Scott Christiansen of Christiansen and Dehner, P.A. who serves as legal counsel to the Firefighters' Retirement System Board of Trustees. The purpose of the communication was to transmit a recommendation from the Board of Trustees relating to certain changes and revisions to the pension ordinance for your consideration. The proposed changes are as follows:

1. Section 17-36, Definitions, is being amended to add language to the definition of Salary to clarify the determination period for maximum annual compensation for Members who leave the employment of the city and have completed less than 12 months of service within a fiscal year. The change is supported by the Internal Revenue Code and its associated Treasury Regulations.
2. Section 17-39, Finances and Fund Management is being amended to provide language relating to Board discretion seeking recovery of inadvertent overpayments from the Fund, as permitted by recently adopted Secure Act 2.0.
3. Section 17-42, Pre-Retirement Death, and Section 17-50-1, Minimum Distribution of Benefits are being amended to reflect recent changes to the Internal Revenue Code (IRC) in the Secure Act 2.0, changing the required distribution date from age 72 to the applicable age provided for in the IRC as amended from time to time.

## RECOMMENDATION:

The recommendation is to approve the ordinance at first reading and to schedule a second reading of the matter to be conducted on February 20, 2024.

## BUDGET/FISCAL IMPACT:

The proposed changes in the Ordinance do not result in a financial impact on the funding requirements associated with the support of the Retirement System.

## ATTACHMENTS:

Description	Type
▣ Ordinance No. 2024-2283 RE: Amendments to Firefighters' Pension Ordinance	Ordinance
▣ Actuarial Letter, Foster & Foster	Backup Material

**ORDINANCE NO. 2024-2283**

**AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR AMENDMENT OF ARTICLE III OF CHAPTER 17 OF THE CODE OF ORDINANCES OF THE CITY OF NEW PORT RICHEY, PERTAINING TO THE FIREFIGHTERS' RETIREMENT SYSTEM, PROVIDING FOR AMENDMENT OF SECTION 17-36, DEFINITIONS; PROVIDING FOR AMENDMENT OF SECTION 17-39, FINANCES AND FUND MANAGEMENT; PROVIDING FOR AMENDMENT OF SECTION 17-42, PRE-RETIREMENT DEATH; PROVIDING FOR AMENDMENT OF SECTION 17-50.1, MINIMUM DISTRIBUTION OF BENEFITS; PROVIDING FOR SEVERABILITY OF PROVISION; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council deems it advisable to amend the City's Firefighters' Retirement System; and

WHEREAS, it is declared as a matter of legislative determination and public policy that the provisions and prohibitions herein are necessary in the public interest; and it is further declared that the provisions and prohibitions herein are in pursuance of and for the purpose of securing and promoting the public health, safety, welfare and quality of life in the City in accordance with the City's police powers.

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 definition of Salary, to read as follows:

\* \* \*

*Salary* means total compensation for services rendered to the city as a firefighter reportable on the member's W-2 form, including paramedic compensation and overtime, but excluding lump sum unused sick leave payments, lump sum unused vacation payments and plus all tax deferred, tax sheltered or tax-exempt items of income derived from elective employee payroll deductions or salary reductions. If the state monies are less than one hundred fifty-eight thousand two hundred seventy-five dollars and seventy-three cents (\$158,275.73), then the salary definition will revert back to the definition in place prior to the adoption of this improvement. If the state monies fall between one hundred fifty-eight thousand two hundred seventy-five dollars and seventy-three cents (\$158,275.73) and one hundred sixty-three thousand eight hundred twenty-five dollars and seventy-three cents (\$163,825.73), then the salary definition will be reduced in proportion to the reduction in state monies. Any changes to the salary definition would not apply to members already receiving benefits as of the change date. In lieu of the reduced benefits, the membership may agree to an increased member contribution rate sufficient to make up the shortfall in state contributions.

Compensation in excess of the limitations set forth in section 401(a)(17) of the Internal Revenue Code as of the first day of the plan year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any plan year beginning on or after January 1, 2002, may not exceed two hundred thousand dollars (\$200,000.00), as adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the code. Compensation means compensation during the fiscal year, and the fiscal year is considered the determination period. The

cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than twelve (12) months for all members, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is twelve (12), as provided for in Treas. Reg. Section 1.401(a)(17)-1(b)(3)(iii)(B). If the compensation for any prior determination period is taken into account in determining a member's contributions or benefits for the current plan year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a member before the first plan year beginning after December 31, 1995.

The definition of salary set forth above is frozen at midnight, September 30, 2013. Under the benefit structure effective October 1, 2013, salary means total cash remuneration paid by the city for services rendered, including overtime paid up to but not exceeding one hundred fifty (150) hours per year, and excluding payments for accrued unused sick or annual leave. The definition of salary set forth above is frozen at midnight on June 18, 2018. Under the benefit structure effective June 19, 2018, salary means total cash remuneration paid by the city for services rendered, including overtime paid up to but not exceeding three hundred (300) hours per year, and excluding payments for accrued unused sick or annual leave. Salary includes all tax deferred, tax sheltered or tax-exempt items of income derived from elective employee payroll deductions or salary reductions. Salary excludes any compensation in excess of the limitations set forth in Section 401(a)(17) of the Internal Revenue Code.

\* \* \*

**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. 17-39, Finances and Fund Management, subsection (f)(10), to read as follows:

\* \* \*

- (f)(10) Any overpayments or underpayments from the fund to a member or beneficiary caused by errors of computation shall be adjusted with interest at a rate per annum approved by the board in such a manner that the actuarial equivalent of the benefit to which the member, retiree or beneficiary was correctly entitled, shall be paid. Overpayments shall be charged against payments next succeeding the correction or collected in another manner if prudent. Notwithstanding the foregoing, the board shall have the discretion to not seek recovery of inadvertent overpayments from benefit recipients, or other parties, including the City, based on the circumstances of the overpayment, on a case-by-case basis, provided that any such actions are consistent with the provisions of the Secure Act 2.0 applicable to governmental plans with regard to inadvertent benefit overpayments and any applicable guidance subsequently issued by the Treasury and the Internal Revenue Service. Underpayments shall be made up from the fund in a prudent manner.

\* \* \*

**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. 17-42, Pre-Retirement Death, subsection (b)(2)e., to read as follows:

\* \* \*

- (b)(2) e. Notwithstanding anything contained in this section to the contrary, in any event, distributions to the spouse beneficiary will begin no later than the beginning date provided under Sec. 17-50.1, ~~subsection (b)(2)a.~~

\* \* \*

**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. 17-50.1, Minimum Distribution of Benefits, subsections (b)(1) and (b)(2)a., to read as follows:

\* \* \*

(b) (1) *Required Beginning Date.*

a. The Member's entire interest will be distributed, or begin to be distributed, to the Member no later than the Member's required beginning date. ~~For a member who attains age seventy and one-half (70½) prior to January 1, 2020, the member's required beginning date is April 1 of the calendar year following the later of (I) the calendar year in which the member attains age seventy and one-half (70½) or (ii) the calendar year in which the member terminates employment with the City. For a member who attains age seventy and one-half (70½) on or after January 1, 2020, the~~ The member's required beginning date is April 1 of the calendar year following the later of (I) the calendar year in which the member attains ~~age seventy-two (72)~~ the applicable age or (ii) the calendar year in which the member terminates employment with the City.

b. Applicable age.

1. For a member who attained age 70½ before December 31, 2019, the applicable age is 70½.
2. For a member who attained age 72 before January 1, 2023, the applicable age is 72.
3. For a member who attains age 72 after December 31, 2022, the applicable age as defined in Code Section 401(a)(9)(C)(v).

\* \* \*

- (b) (2) a. If the Member's surviving spouse is the Member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by a date on or before December 31 of the calendar year in which the Member would have attained age 70½, (or age 72 for a member who would have attained age 70½ after December 31, 2019) if later, the applicable age, as the surviving spouse elects. Effective for calendar years beginning after December 31, 2023, a surviving spouse who is the member's sole designated beneficiary may elect to be treated as if the surviving spouse were the employee as provided under Code Section 401(a)(9)(B)(iv).

\* \* \*

**SECTION 5:** 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 6:** 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 7:** All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

**SECTION 8:** That this Ordinance shall become effective upon its adoption.

The foregoing Ordinance was duly 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 \_\_\_\_\_, 2024, and read 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 \_\_\_\_\_, 2024.

ATTEST:

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

\_\_\_\_\_  
Alfred C. Davis, Mayor-Council Member

(Seal)

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

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

May 12, 2023

Karen Lauer  
City of New Port Richey  
5919 Main Street  
New Port Richey, FL 34652

Re: City of New Port Richey  
Firefighters' Retirement System

Dear Karen:

In response to Scott Christiansen's letter dated March 22, 2023, we have reviewed the proposed Ordinance (identified on page 7 as dm\npr\fire\03-14-23.ord) to include the following proposed changes:

1. Section 17-36, Definitions, is being amended to amend the salary definition to clarify the determination period for maximum annual compensation for members with less than 12 months of service during a fiscal year, as provided for in the Internal Revenue Code and its associated Treasury Regulations.
2. Section 17-39, Finances and Fund Management, is being amended to provide language regarding Board discretion on seeking recovery of inadvertent overpayments from the Fund, as permitted by Secure Act 2.0.
3. Section 17-42, Pre-Retirement Death, and Section 17-50.1, Minimum Distribution Benefits are being amended to provide for recent changes to the Internal Revenue Code in the Secure Act 2.0, changing the required contribution date from age 72 to the applicable age provided for in the IRC, as amended from time to time.
4. Section 17-50.9, Military Service Prior to Employment and Section 17-50.10, Prior Fire Service, are both being amended to provide an option for members to pay for purchased credited service by after-tax payroll deductions, over a period of time not to exceed 5 years, rather than making one lump sum payment.

Because the changes do not result in a financial impact on the funding requirements, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman  
Division of Retirement  
Bureau of Local Retirement Systems  
P. O. Box 9000  
Tallahassee, FL 32315-9000

Mr. Steve Bardin  
Municipal Police and Fire  
Pension Trust Funds  
Division of Retirement  
P.O. Box 3010  
Tallahassee, FL 32315-3010

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink that reads "Sara Carlson". The signature is written in a cursive, flowing style.

Sara Carlson, ASA, EA, MAAA

cc via email: Scott R. Christiansen, Board Attorney





# NEW PORT RICHEY

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**TO:** City of New Port Richey City Council  
**FROM:** Debbie L. Manns, City Manager  
**DATE:** 2/6/2024  
**RE:** First Reading, Ordinance No. 2024-2284: Amendments to Police Pension Ordinance

## REQUEST:

The request is to approve a proposed ordinance related to the City of New Port Richey Police Officer's Retirement System specifically pertaining to Section 17-51, Definitions, Section 17-54, Finances and Fund Management, Section 17-57, Pre-Retirement Death and Section 17-65.1, Minimum Distribution of Benefits, Section 17-58, Disability and Section 17-65.2, Miscellaneous Provisions.

## DISCUSSION:

The following changes to the Police Officers Retirement System have been recommended by the Police Pension Board for your consideration:

1. Section 17-51, Definitions, is being amended to comply with the Internal Revenue Code and its associated Treasury Regulations. Specifically the definition of salary is being amended to add language to clarify the determination period for maximum annual compensation for members who leave the city who have completed 12 months of service during a fiscal year.
2. Section 17-54, Finances and Fund Management, the proposed language change provides discretion to the Board related to the recovery of inadvertent overpayments from the Fund as permitted by the Secure Act 2.0.
3. Section 12-57, Pre-Retirement Death, and Section 17-65.1, Minimum Distribution of Benefits, are being amended to comply with recent changes to the Internal Revenue Code (IRC) in the Secure act 2.0, changing the required distribution date from age 72 to the applicable age provided for in the IRC, as amended from time to time.
4. Section 17-58, Disability, is being amended to provide for the Statutory minimum for police officer benefits under the workers compensation offset. The second paragraph of the section has been removed as it is not applicable to the plan.
5. Section 17-65.2, Miscellaneous Provisions, is being amended to provide for in-service distributions from the plan, if permitted under applicable law and in accordance with applicable Rules of the Internal Revenue Code.

Enclosed is a letter from Gabriel, Roeder, Smith & Company which attests to their professional opinion that there is no cost associated with the adoption of this ordinance.

## RECOMMENDATION:

The recommendation is to approve the proposed ordinance and schedule a second hearing of the matter to be conducted on February 20, 2024.

## BUDGET/FISCAL IMPACT:

## ATTACHMENTS:

Description	Type
Ordinance No. 2024-2284: Amendments to Police	

- ▣ Pension Ordinance Ordinance
- ▣ Actuarial Letter, Gabriel, Roeder, Smith & Company Backup Material

ORDINANCE NO. 2024-2284

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA; PROVIDING FOR AMENDMENT OF ARTICLE IV OF CHAPTER 17 OF THE CODE OF ORDINANCES OF THE CITY OF NEW PORT RICHEY, PERTAINING TO THE POLICE OFFICERS' RETIREMENT SYSTEM; PROVIDING FOR AMENDMENT OF SUBSECTION (a) OF SECTION 17-51, DEFINITIONS, TO AMEND THE DEFINITION OF SALARY; PROVIDING FOR AMENDMENT OF SUBSECTION (6) OF SECTION 17-54, FINANCES AND FUND MANAGEMENT, PERTAINING TO OVERPAYMENTS AND UNDERPAYMENTS; PROVIDING FOR AMENDMENT OF SUBSECTION (c) OF SECTION 17-57, PRE-RETIREMENT DEATH, PERTAINING TO THE REQUIRED DISTRIBUTION DATE; PROVIDING FOR AMENDMENT OF SUBSECTION (g) OF SECTION 17-58, PERTAINING TO MINIMUM BENEFIT UNDER WORKER'S COMPENSATION OFFSET; PROVIDING FOR AMENDMENT TO SUBSECTION (b) OF SECTION 17-65.1, MINIMUM DISTRIBUTION OF BENEFITS, PERTAINING TO THE REQUIRED DISTRIBUTION DATE; PROVIDING FOR THE ADDITION OF SUBSECTION ( j ) TO SECTION 17 - 65 . 2 , MISCELLANEOUS PROVISIONS, PERTAINING TO IN-SERVICE DISTRIBUTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council deems it advisable to amend the City's Police Officers' Retirement System; and

WHEREAS, it is declared as a matter of legislative determination and public policy that the provisions and prohibitions herein are necessary in the public interest; and it is further declared that the provisions and prohibitions herein are in pursuance of and for the purpose of securing and promoting the public health, safety, welfare and quality of life in the City in accordance with the City's police powers.

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

**Section 1.** Chapter 17, Article IV, Section 17-51, Definitions, subsection (a), of the Code of Ordinances, pertaining to the definition of Salary, is hereby amended as follows (strikeout text is deleted and underlined text is added):

\* \* \*

Salary means the total compensation for services rendered to the city as a police officer reportable on the member's W-2 form plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions, but excluding any payments for extra duty or special detail work performed on behalf of a second party employer.

Compensation in excess of limitations set forth in section 401(a)(17) of the code as of the first day of the plan year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any plan year beginning on or after January 1, 2002, may not exceed two hundred thousand dollars (\$200,000.00), as adjusted for cost-of-living increases in accordance with code section 401(a)(17)(B). Compensation means compensation during the fiscal year, and the fiscal year is considered the determination period. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months for all members, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is twelve (12), as provided in Treas. Reg. Section 1.401(a)(17)-1(b)(3)(iii)(B). If the compensation for any prior determination period is taken into account in determining a member's contributions or benefits for the current plan year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a member before the first plan year beginning after December 31, 1995. The definition of salary set forth above is frozen at midnight on November 7, 2017. Under the benefit structure effective November 8, 2017, salary means total cash remuneration paid by the city for services rendered, including overtime paid up to but not exceeding three hundred (300) hours per year, and excluding payments for accrued unused sick or annual leave. Salary includes all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions. Salary excludes any compensation in excess of the limitations set forth in Section 401(a)(17) of the Internal Revenue Code.

\* \* \*

**Section 2. Chapter 17, Article IV, Section 17-54, Finances and Fund Management, subsection (6)j., of the Code of Ordinances, pertaining to overpayments and underpayment from the fund, is hereby amended as follows (strikeout text is deleted and underlined text is added):**

\* \* \*

- (6) j. Any overpayments or underpayments from the fund to a member, retiree or beneficiary caused by errors of computation shall be adjusted with interest at a rate per annum approved by the board in such a manner that the actuarial equivalent of the benefit to which the member or beneficiary was correctly entitled, shall be paid. Overpayments shall be charged against payments next succeeding the correction or collected in another manner if prudent. Notwithstanding the foregoing, the board shall have the discretion to not seek recovery of inadvertent overpayments from benefit recipients or other parties, including the City based on the circumstances of the overpayment, on a case-by-case basis, provided that any such actions are consistent with the provisions of the Secure Act 2.0 applicable to governmental plans with regard to inadvertent benefit overpayments and any applicable guidance subsequently issued by the Treasury and the Internal Revenue Service. Underpayments shall be made up from the fund in a prudent manner.

\* \* \*

**Section 3. Chapter 17, Article IV, Section 17-57, Pre-Retirement Death, subsection (c)(1)e., of the Code of Ordinances, pertaining to the required distribution date, is hereby amended as follows** (strikeout text is deleted and underlined text is added):

\* \* \*

- (c)(1) e. Notwithstanding anything contained in this section to the contrary, in any event, distributions to the spouse beneficiary will begin no later than the beginning date provided under Sec. 17-65.1, ~~subsection (b)(2)a.~~

\* \* \*

**Section 4. Chapter 17, Article IV, Section 17-58, Disability, subsection (g), of the Code of Ordinances, pertaining to the worker's compensation offset, is hereby amended as follows** (strikeout text is deleted and underlined text is added):

\* \* \*

- (g) *Worker's compensation.* ~~(4)~~When a retiree is receiving a disability pension and workers' compensation benefits pursuant to F.S. ch. 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. ch. 440, the disability pension benefit shall be reduced so that the total monthly amount received by the retiree does not exceed one hundred (100) percent of such average monthly 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.

~~(2) When a member is receiving a disability pension and disability benefits attributable to employment with another employer for the same disability, and the total monthly benefits received from both exceed thirty (30) percent of the member's regular base salary, the disability pension benefit shall be reduced so that the total monthly amount received by the member does not exceed thirty (30) percent of regular base salary. 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 (2) percent of average final compensation times years of credited service.~~

\* \* \*

**Section 5. Chapter 17, Article IV, Section 17-65.1, Minimum Distribution of Benefits, subsections (b)(1) and (b)(2)a., of the Code of Ordinances, pertaining to the required distribution date, is hereby amended as follows** (strikeout text is deleted and underlined text is added):

\* \* \*

- (b) *Time and manner of distribution.*  
(1) *Required beginning date.*

a. The member's entire interest will be distributed, or begin to be distributed, to the member no later than the member's required beginning date. ~~For a member who attains age seventy and one-half (70 ½) prior to January 1, 2020, the member's required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the member attains age seventy and one-half (70 ½) or (ii) the calendar year in which the member terminates employment with the City. For a member who attains age seventy and one-half (70 ½) on or after January 1, 2020, the~~ The member's required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the member attains age seventy-two (72) the applicable age or (ii) the calendar year in which the member terminates employment with the City.

b. Applicable age.

1. For a member who attained age 70 ½ before December 31, 2019, the applicable age is 70 ½.

2. For a member who attained age 72 before January 1, 2023, the applicable age is 72.

3. For a member who attains age 72 after December 31, 2022, the applicable age as defined in Code Section 401(a)(9)(C)(v).

(2) *Death of member before distributions begin.* If the member dies before distributions begin, the member's entire interest will be distributed, or begin to be distributed no later than as follows:

a. If the member's surviving spouse is the member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the member died, or by a date on or before December 31 of the calendar year in which the member would have attained ~~age seventy and one-half (70 ½), (or age 72 for a member who would have attained age 70½ after December 31, 2019)~~ the applicable age, as the surviving spouse elects. Effective for calendar years beginning after December 31, 2023, a surviving spouse who is the member's sole designated beneficiary may elect to be treated as if the surviving spouse were the employee as provided under Code Section 401(a)(9)(B)(iv).

\* \* \*

**Section 6. Chapter 17, Article IV, Section 17-65.2, Miscellaneous Provisions, of the Code of Ordinances, subsection (j), pertaining to the in-service distributions, is hereby added as follows**  
(strikeout text is deleted and underlined text is added):

\* \* \*

(j) *In-Service Distributions.* The plan may make in-service distributions if otherwise permitted under applicable law.

\* \* \*

**Section 7. Conflict with Other Ordinances and Codes.** All Ordinances or parts of Ordinances of the City of New Port Richey, Florida, in conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict

**Section 8. Severability.** If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

**Section 9. Effective Date.** This ordinance shall take effect immediately upon its adoption as provided by law.

**Section 10. Codification.** Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of New Port Richey.

The foregoing Ordinance was duly 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 \_\_\_\_\_, 2024, and read 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 \_\_\_\_\_, 2024.

ATTEST:

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

\_\_\_\_\_  
Alfred C. Davis, Mayor-Council Member

(Seal)

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

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

dm/npr/pol/12-05-23.ord



June 29, 2023

Mr. T. Scott Baker  
New Port Richey Police Officers'  
Retirement System  
6739 Adams Street  
New Port Richey, Florida 34652

**Re: Proposed Ordinance No. XXX**

Dear Scott:

As requested by Scott Christiansen, Esq., we have performed an actuarial review of the attached proposed Ordinance under the New Port Richey Police Officers' Retirement System.

Based upon our review, the proposed Ordinance:

1. Amends the definition of salary in Section 17-51 to clarify the determination period for maximum annual compensation.
2. Amends Section 17-54 to provide Board discretion on seeking recovery of inadvertent overpayments in compliance with the SECURE Act 2.0.
3. Amends Sections 17-57 and 17-65.1 to provide for changes in the required beginning date in compliance with the SECURE Act 2.0.
4. Amends Section 17-58 to provide for the statutory minimum for police officer benefits under the worker's compensation offset.
5. Amends Section 17-65.2 to provide for allowable in-service distributions from the plan.
6. Amends Sections 17-65.11 and 17-65.14 to provide an option to pay for purchased service over a period of time not to exceed 5 years at no cost to the plan and removes the restriction of a one-time request to purchase service.
7. Amends Section 17-65.13 to extend the maximum DROP participation period to 8 years.
8. Provides for severability.
9. Provides for codification.
10. Repeals all Ordinances or parts of Ordinances in conflict herewith.
11. Provides for an effective date.

In our opinion, based upon the actuarial assumptions and methods employed in the October 1, 2022 Actuarial Valuation, the proposed Ordinance is a *no cost* Ordinance under State minimum funding requirements.

Please forward a copy of the Ordinance upon passage at second reading to update our records.



Mr. T. Scott Baker  
June 29, 2023  
Page Two

We are available to respond to any questions concerning the above.

Sincerest regards,  
Gabriel, Roeder, Smith & Company

*Michelle Jones*

Shelly L. Jones, A.S.A., M.A.A.A., E.A., F.C.A.  
Consultant and Actuary

Enclosure

cc: Scott Christiansen, Esq.



ORDINANCE NO. 2023-\_\_\_\_\_

**AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA; PROVIDING FOR AMENDMENT OF ARTICLE IV OF CHAPTER 17 OF THE CODE OF ORDINANCES OF THE CITY OF NEW PORT RICHEY, PERTAINING TO THE POLICE OFFICERS' RETIREMENT SYSTEM; PROVIDING FOR AMENDMENT OF SUBSECTION (a) OF SECTION 17-51, DEFINITIONS, TO AMEND THE DEFINITION OF SALARY; PROVIDING FOR AMENDMENT OF SUBSECTION (6) OF SECTION 17-54, FINANCES AND FUND MANAGEMENT, PERTAINING TO OVERPAYMENTS AND UNDERPAYMENTS; PROVIDING FOR AMENDMENT OF SUBSECTION (c) OF SECTION 17-57, PRE-RETIREMENT DEATH, PERTAINING TO THE REQUIRED DISTRIBUTION DATE; PROVIDING FOR AMENDMENT OF SUBSECTION (g) OF SECTION 17-58, PERTAINING TO MINIMUM BENEFIT UNDER WORKER'S COMPENSATION OFFSET; PROVIDING FOR AMENDMENT TO SUBSECTION (b) OF SECTION 17-65.1, MINIMUM DISTRIBUTION OF BENEFITS, PERTAINING TO THE REQUIRED DISTRIBUTION DATE; PROVIDING FOR THE ADDITION OF SUBSECTION (j) TO SECTION 17-65.2, MISCELLANEOUS PROVISIONS, PERTAINING TO IN-SERVICE DISTRIBUTIONS; PROVIDING FOR AMENDMENT OF SECTION 17-65.11, PRIOR POLICE SERVICE, PERTAINING TO A PAYMENT PLAN TO PURCHASE PRIOR POLICE SERVICE; PROVIDING FOR AMENDMENT TO SUBSECTION (b) OF SECTION 17-65.13, DEFERRED RETIREMENT OPTION PLAN, PERTAINING TO MAXIMUM PARTICIPATION PERIOD; PROVIDING FOR AMENDMENT TO SECTION 17-65.14, MILITARY SERVICE PRIOR TO EMPLOYMENT, PERTAINING TO A PAYMENT PLAN TO PURCHASE PRIOR MILITARY SERVICE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council deems it advisable to amend the City's Police Officers' Retirement System; and

WHEREAS, it is declared as a matter of legislative determination and public policy that the provisions and prohibitions herein are necessary in the public interest; and it is further declared that the provisions and prohibitions herein are in pursuance of and for the purpose of securing and promoting the public health, safety, welfare and quality of life in the City in accordance with the City's police powers.

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

**Section 1. Chapter 17, Article IV, Section 17-51, Definitions, subsection (a), of the Code of Ordinances, pertaining to the definition of Salary, is hereby amended as follows (strikeout text is deleted and underlined text is added):**

\* \* \*

Salary means the total compensation for services rendered to the city as a police officer reportable on the member's W-2 form plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions, but excluding any payments for extra duty or special detail work performed on behalf of a second party employer.

Compensation in excess of limitations set forth in section 401(a)(17) of the code as of the first day of the plan year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any plan year beginning on or after January 1, 2002, may not exceed two hundred thousand dollars (\$200,000.00), as adjusted for cost-of-living increases in accordance with code section 401(a)(17)(B). Compensation means compensation during the fiscal year, and the fiscal year is considered the determination period. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months for all members, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is twelve (12), as provided for in Treas. Reg. Section 1.401(a)(17)-1(b)(3)(iii)(B). If the compensation for any prior determination period is taken into account in determining a member's contributions or benefits for the current plan year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a member before the first plan year beginning after December 31, 1995. The definition of salary set forth above is frozen at midnight on November 7, 2017. Under the benefit structure effective November 8, 2017, salary means total cash remuneration paid by the city for services rendered, including overtime paid up to but not exceeding three hundred (300) hours per year, and excluding payments for accrued unused sick or annual leave. Salary includes all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions. Salary excludes any compensation in excess of the limitations set forth in Section 401(a)(17) of the Internal Revenue Code.

\* \* \*

**Section 2. Chapter 17, Article IV, Section 17-54, Finances and Fund Management, subsection (6)j., of the Code of Ordinances, pertaining to overpayments and underpayment from the fund, is hereby amended as follows (strikeout text is deleted and underlined text is added):**

\* \* \*

- (6) j. Any overpayments or underpayments from the fund to a member, retiree or beneficiary caused by errors of computation shall be adjusted with interest at a rate per annum approved by the board in such a manner that the actuarial equivalent of the benefit to which the member or beneficiary was correctly entitled, shall be paid. Overpayments shall be charged against payments next succeeding the correction or collected in another manner if prudent. Notwithstanding the foregoing, the board shall have the discretion to not seek recovery of inadvertent overpayments from benefit recipients or other parties, including the City based on the circumstances of the overpayment, on a

case-by-case basis, provided that any such actions are consistent with the provisions of the Secure Act 2.0 applicable to governmental plans with regard to inadvertent benefit overpayments and any applicable guidance subsequently issued by the Treasury and the Internal Revenue Service. Underpayments shall be made up from the fund in a prudent manner.

\* \* \*

**Section 3. Chapter 17, Article IV, Section 17-57, Pre-Retirement Death, subsection (c)(1)e., of the Code of Ordinances, pertaining to the required distribution date, is hereby amended as follows (strikeout text is deleted and underlined text is added):**

\* \* \*

- (c)(1) e. Notwithstanding anything contained in this section to the contrary, in any event, distributions to the spouse beneficiary will begin no later than the beginning date provided under Sec. 17-65.1, subsection (b)(2)a.

\* \* \*

**Section 4. Chapter 17, Article IV, Section 17-58, Disability, subsection (g), of the Code of Ordinances, pertaining to the worker's compensation offset, is hereby amended as follows (strikeout text is deleted and underlined text is added):**

\* \* \*

- (g) *Worker's compensation.* ~~(1)~~ When a retiree is receiving a disability pension and workers' compensation benefits pursuant to F.S. ch. 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. ch. 440, the disability pension benefit shall be reduced so that the total monthly amount received by the retiree does not exceed one hundred (100) percent of such average monthly 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.

- ~~(2) When a member is receiving a disability pension and disability benefits attributable to employment with another employer for the same disability, and the total monthly benefits received from both exceed thirty (30) percent of the member's regular base salary, the disability pension benefit shall be reduced so that the total monthly amount received by the member does not exceed thirty (30) percent of regular base salary. 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 (2) percent of average final compensation times years of credited service.~~

\* \* \*

**Section 5. Chapter 17, Article IV, Section 17-65.1, Minimum Distribution of Benefits, subsections (b)(1) and (b)(2)a., of the Code of Ordinances, pertaining to the required distribution date, is hereby amended as follows (strikeout text is deleted and underlined text is added):**

\* \* \*

(b) *Time and manner of distribution.*

(1) *Required beginning date.*

a. The member's entire interest will be distributed, or begin to be distributed, to the member no later than the member's required beginning date. ~~For a member who attains age seventy and one-half (70 ½) prior to January 1, 2020, the member's required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the member attains age seventy and one-half (70 ½) or (ii) the calendar year in which the member terminates employment with the City. For a member who attains age seventy and one-half (70 ½) on or after January 1, 2020, the~~ The member's required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the member attains age seventy-two (72) the applicable age or (ii) the calendar year in which the member terminates employment with the City.

b. *Applicable age.*

1. For a member who attained age 70 ½ before December 31, 2019, the applicable age is 70 ½.

2. For a member who attained age 72 before January 1, 2023, the applicable age is 72.

3. For a member who attains age 72 after December 31, 2022, the applicable age as defined in Code Section 401(a)(9)(C)(v).

(2) *Death of member before distributions begin.* If the member dies before distributions begin, the member's entire interest will be distributed, or begin to be distributed no later than as follows:

a. If the member's surviving spouse is the member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the member died, or by a date on or before December 31 of the calendar year in which the member would have attained age ~~seventy and one-half (70 ½), (or age 72 for a member who would have attained age 70½ after December 31, 2019)~~ the applicable age, as the surviving spouse elects. Effective for calendar years beginning after December 31, 2023, a surviving spouse who is the member's sole designated beneficiary may elect to be treated as if the surviving spouse were the employee as provided under Code Section 401(a)(9)(B)(iv).

\* \* \*

**Section 6. Chapter 17, Article IV, Section 17-65.2, Miscellaneous Provisions, of the Code of Ordinances, subsection (j), pertaining to the in-service distributions, is hereby added as follows** (strikeout text is deleted and underlined text is added):

\* \* \*

- (i) *In-Service Distributions.* The plan may make in-service distributions if otherwise permitted under applicable law.

\* \* \*

**Section 7. Chapter 17, Article IV, Section 17-65.11, Prior Police Service, of the Code of Ordinances, pertaining to a payment plan for the purchase of credited service, is hereby amended as follows** (strikeout text is deleted and underlined text is added):

**Sec. 17-65.11. - Prior police service.**

Unless otherwise prohibited by law, and except as provided for in subsection (1), the years or fractional parts of years that a member previously served as a police officer with the city during a period of previous employment and for which period accumulated contributions were withdrawn from the fund, or the years and fractional parts of years that a member served as a police officer for any other municipal, county or special law enforcement department in the United States, shall be added to his years of credited service provided that:

- (1) The member contributes to the fund the sum that he would have contributed, based on his salary and the member contribution rate in effect at the time that the credited service is requested, had he been a member of the system for the years or fractional parts of years for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the fund plus payment of costs for all professional services rendered to the board in connection with the purchase of years of credited service.
- (2) Multiple requests to buy Credited Service may be made at any time prior to retirement. ~~The request shall be made only once and made by the member on or before twelve (12) months from August 20, 2002, or six (6) months from the date of his employment with the city police department, whichever is later.~~
- (3) Payment by the police officer of the required amount shall be made within six (6) months of his request for credit, and shall be made in one (1) lump sum payment upon receipt of which credited service shall be given or the member may elect to make payment for the requested credited service over a period of time as provided for in paragraph (7) below.
- (4) The maximum credit under this section for service other than with the city, when combined with credited service purchased pursuant to prior military service section, shall be five (5) years of credited service and shall count for all purposes, except vesting and eligibility for not-in-line of duty disability benefits. There shall be no maximum purchase of credit for prior service with the city and such credit shall count for all purposes, including vesting.
- (5) In no event, however, may credited service be purchased pursuant to this section for prior service with any other municipal, county or special law enforcement 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 subsection 17-65(1)(2).

- (6) For purposes of determining credit for prior service as a police officer as provided for in this section, in addition to service as a police officer in this state, credit may be purchased by the member in the same manner as provided above for federal, other state, county or municipal service if the prior service is recognized by the Criminal Justice Standards and Training Commission within the Department of Law Enforcement, as provided under Chapter 943, Florida Statutes, or the police officer provides proof to the board that such service is equivalent to the service required to meet the definition of a police officer under Sec. 17-51, above.
- (7) In lieu of the lump sum payment provided for in paragraph (3) above, a member may elect to make payments over a period of time in order to fully pay the amount provided for in paragraph (1). The member shall be required to notify the board, in writing, of his election to make payments in the manner provided for in this paragraph. The payment plan provided for in this paragraph shall be subject to the following terms:
- a. The principal amount to be paid shall be determined as set forth in paragraph (1) above.
  - b. The original principal amount shall be amortized over the period beginning with the first payment and ending no later than sixty (60) months from the date of the first payment.
  - c. Payments shall consist of principal and interest at a rate equal to the actuarially assumed rate of return on plan investments.
  - d. Payments shall be made by payroll deduction from each paycheck on an after-tax basis.
  - e. In the event that a member dies, retires (including entry into any Deferred Retirement Option Plan (DROP)) or otherwise terminates his employment, without having made full payment of the principal amount necessary to receive all credited service requested, the member shall receive so much of the credited service requested, determined using procedures established by the actuary, which could be purchased with the amount of principal paid by the member to the date of his death or termination of employment.
  - f. In the event that the member's employment is terminated for any reason and he is not entitled to any benefit from the system other than the return of the amounts he has had deducted from his paycheck as his normal contribution to the system, the amounts which the member has paid pursuant to this subsection to purchase additional credited service, shall be returned to him including all interest paid, however, no interest shall accrue on amounts paid to purchase service.

**Section 8. Chapter 17, Article IV, Section 17-65.13, Deferred Retirement Option Plan, subsection (b)(3), of the Code of Ordinances, pertaining to the maximum DROP participation period, is hereby amended as follows (strikeout text is deleted and underlined text is added):**

\* \* \*

- (b) (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)~~ ninety-six (96) 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. DROP participants as of the effective date of the ordinance adopting this provision shall be permitted to extend their DROP participation up to the full ninety-six (96) months. A member may participate only once.

\* \* \*

**Section 9. Chapter 17, Article IV, Section 17-65.14, Military Service Prior to Employment, of the Code of Ordinances, pertaining to a payment plan for the purchase of credited service, is hereby amended as follows** (strikeout text is deleted and underlined text is added):

**Sec. 17-65.14. - Military service prior to employment.**

The years or fractional parts of years that a police officer serves or has served on active duty in the military service of the Armed Forces of the United States, the United States Merchant Marine or the United States Coast Guard, voluntarily or involuntarily and honorably or under honorable conditions, prior to first and initial employment with the city police department shall be added to his years of credited service provided that:

- (1) The member contributes to the fund the sum that he would have contributed, based on his salary and the member contribution rate in effect at the time that the credited service is requested, had he been a member of the system for the years or fractional parts of years for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the fund plus payment of costs for all professional services rendered to the board in connection with the purchase of years of credited service.
- (2) Multiple requests to buy Credited Service may be made at any time prior to retirement. ~~The request shall be made only once and made by the member on or before twelve (12) months from August 20, 2002, or six (6) months from the date of his employment with the city police department, whichever is later.~~
- (3) Payment by the member of the required amount shall be made within six (6) months of his request for credit and shall be made in one (1) lump sum payment upon receipt of which credited service shall be given or the member may elect to make payment for the requested credited service over a period of time as provided for in paragraph (6) below.
- (4) The maximum credit under this section when combined with credited service purchased pursuant to prior police service section, for service with an employer other than the City of New Port Richey, shall be five (5) years.
- (5) Credited service purchased pursuant to this section shall count for all purposes, except vesting and eligibility for not-in-line of duty disability benefits.



- (6) In lieu of the lump sum payment provided for in paragraph (3) above, a member may elect to make payments over a period of time in order to fully pay the amount provided for in paragraph (1). The member shall be required to notify the board, in writing, of his election to make payments in the manner provided for in this paragraph. The payment plan provided for in this paragraph shall be subject to the following terms:
- a. The principal amount to be paid shall be determined as set forth in paragraph (1) above.
  - b. The original principal amount shall be amortized over the period beginning with the first payment and ending no later than sixty (60) months from the date of the first payment.
  - c. Payments shall consist of principal and interest at a rate equal to the actuarially assumed rate of return on plan investments.
  - d. Payments shall be made by payroll deduction from each paycheck on an after-tax basis.
  - e. In the event that a member dies, retires (including entry into any Deferred Retirement Option Plan (DROP)) or otherwise terminates his employment, without having made full payment of the principal amount necessary to receive all credited service requested, the member shall receive so much of the credited service requested, determined using procedures established by the actuary, which could be purchased with the amount of principal paid by the member to the date of his death or termination of employment.
  - f. In the event that the member's employment is terminated for any reason and he is not entitled to any benefit from the system other than the return of the amounts he has had deducted from his paycheck as his normal contribution to the system, the amounts which the member has paid pursuant to this subsection to purchase additional credited service, shall be returned to him including all interest paid, however, no interest shall accrue on amounts paid to purchase service.

**Section 10. Conflict with Other Ordinances and Codes.** All Ordinances or parts of Ordinances of the City of New Port Richey, Florida, in conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict

**Section 11. Severability.** If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

**Section 12. Effective Date.** This ordinance shall take effect immediately iupon its adoption as provided by law.

**Section 13. Codification.** Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of New Port Richey.

The foregoing Ordinance was duly 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 \_\_\_\_\_, 2021, and read 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 \_\_\_\_\_, 2023.

ATTEST:

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

\_\_\_\_\_  
Chopper Davis, Mayor-Council Member

(Seal)

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

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

dm/npr/pol/06-08-23.ord



# 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:** 2/6/2024

**RE:** First Reading, Ordinance No. 2024-2285: Modification of the Solid Waste Collection System

**REQUEST:**

The request for City Council is to conduct a first reading of Ordinance No. 2024-2285.

**DISCUSSION:**

As City Council is aware, currently there are five trash collection companies operating within the city limits. In February 2021 the City sent notifications to all five of the trash collection companies a three-year notice of intent to convert from the existing trash collection open market system to a single-hauler system. In June of 2023 RFP23-023 was advertised for a single trash hauling vendor. On August 21, 2023 at a special public meeting, City Council approved Waste Pro of Florida, Inc. dba JD Parker and Sons to be the City's single trash hauler and to enter into a seven-year agreement with the potential to extend the agreement out to ten years.

As the City moves forward in this process, the need to modify the existing solid waste ordinance has been identified. The attached proposed ordinance 2024-2285 includes updated edits to satisfy definitions, "level of service" methodologies for customer classifications, collection frequencies, cost of services, customer billing frequencies, administration adjustments not identified in the attached ordinance, and service interruption.

**RECOMMENDATION:**

Approval of ordinance 2024-2285 first reading is recommended.

**BUDGET/FISCAL IMPACT:**

There is no budget impact.

**ATTACHMENTS:**

Description	Type
▣ Ordinance No. 2024-2285	Ordinance
▣ Exhibit A	Backup Material

## ORDINANCE NO. 2024-2285

**AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR AMENDMENT OF CHAPTER 10 OF THE NEW PORT RICHEY CODE OF ORDINANCES, PERTAINING TO SOLID WASTE COLLECTION; PROVIDING CRITERIA FOR DETERMINING THE SOLID WASTE COLLECTION FEE; PROVIDING FOR COLLECTION THEREOF; PROVIDING FOR A LIEN FOR NON-PAYMENT OF THE FEE; PROVIDING FOR ADMINISTRATION BY THE CITY MANAGER; PROVIDING MISCELLANEOUS REQUIREMENTS; PROVIDING FOR DEFINITION OF TERMS; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

WHEREAS, the city council has adopted single collector solid waste collection system within the city to replace the prior multiple collector system;

WHEREAS, the city council deems it appropriate to provide for a method of collecting the cost of solid waste collection from each property throughout the city based upon the type of property;

WHEREAS, the City Council has determined that the fees contained herein are fairly apportioned for the services provided for the benefit of all properties within the city; and

WHEREAS, it is declared as a matter of legislative determination and public policy that the provisions and prohibitions herein are necessary in the public interest; and it is further declared that the provisions and prohibitions herein are in pursuance of and for the purpose of securing and promoting the public health, safety, welfare and quality of life in the City in accordance with the City's police powers.

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

**SECTION 1. Chapter 10 of the Code of Ordinances, pertaining to solid waste and providing as follows, is hereby amended as follows (strikeout text is deleted and underlined text is added):**

### **Chapter 10 SOLID WASTE ~~GARBAGE AND REFUSE~~**

#### **ARTICLE I. IN GENERAL**

Sec. 10-~~12.~~ Definitions of terms ~~Depositing garbage and trash in city.~~

(a) ~~Definitions.~~ As used in this chapter, section the terms contained in this section shall have the meanings hereafter provided.:

1. City Limits shall mean the limits of the City of New Port Richey as may be amended from time to time by annexation or contraction.

2. Commercial Collection shall mean any collection of solid waste other than residential curbside solid waste collection.

3. Commercial Owner shall mean any owner of property that is not owned by a residential Owner.

4. Developed Property shall mean any property having a structure of any kind located thereon.

5. Dump shall means to dump, throw, discard, place, deposit, distribute, attach, dispose of, or to cause to be dumped, thrown, discarded, placed, deposited, distributed, attached, or disposed of.

6. Excluded Waste shall mean radioactive, highly flammable, explosive, volatile, corrosive, biomedical, biohazardous, toxic, pathological, infectious, or hazardous waste as defined by law.

7. Level of Service shall mean the type, number and frequency of commercial collection of solid waste containers from properties within the city.

8. Motor vehicle shall means an automobile, motorcycle, truck, trailer, semitrailer, truck tractor, or semitrailer combination or any other similar vehicle.

9. Person shall means any individual, firm, entity, sole proprietorship, partnership, corporation, or unincorporated association.

10. Residential Curbside Solid Waste Collection shall mean the collection of solid waste from a residential customer, in a residential solid waste container or consisting of uncontained solid waste, recyclables and yard waste, placed at the edge of the nearest right-of-way, including a street or alley way, adjacent to real property within the city limits, only.

11. Residential Owner shall mean the owner of developed property within the city limits having fewer than six (6) residential dwelling units as defined by the city's Land Development Code.

12. Residential Solid Waste Container shall mean a solid waste container designed for and used by residents in dwellings having fewer than six (6) residential units, which may also be used by small commercial businesses or in conjunction with commercial solid waste containers by other commercial businesses or residents in multi-family dwellings having greater than five (5) residential units, having a capacity of less than fifty (50) gallons which may be manually collected for disposal into the rear of a solid waste collection vehicle, or having a capacity of less than one hundred (100) gallons collected through the use of a mechanical lifting and dumping apparatus.

13. Solid Waste ~~Garbage, trash or other waste matter~~ shall mean all garbage, rubbish, waste, trash, or debris of any kind. For the purposes of this section, this includes, but is not limited to: refuse, cans, bottles, boxes, containers, papers, leaflets, circulars, advertising materials, tobacco products, tires, appliances, mechanical equipment or parts, building or construction materials, tools, machinery, vessels, aircrafts, farm machinery or equipment, sludge, decaying vegetative matter, exposed salvageable material or other manmade materials, refuse from residential, commercial, or industrial activities, animal waste, recyclable material, personal items, including clothing and household goods, kitchen and table food waste or other waste that is attendant with or results from the storage, preparation, cooking or handling of food material, wood scraps, yard waste, tree or landscape debris and rotting fruit, cardboard, cloth, glass, rubber, plastic, carpet, discarded vehicles, vehicle tires or other vehicle or watercraft fixtures or parts, household goods and appliances, tools and equipment that are broken, derelict, or otherwise in disrepair, or substance in any form resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

14. Solid Waste Collection Services Provider shall mean an entity that is in the business of, and qualified and licensed for, providing solid waste collection services pursuant to a franchise authorized by the city and designated as the city's solid waste collection services provider.

15. Solid Waste Collection Vehicle shall mean a truck designed and used for the collection and disposal of solid waste, either manually or through the use of a mechanical lifting and dumping apparatus.

16. Solid Waste Container shall mean any container or receptacle used and kept for the purpose of storing solid waste for collection and disposal by an appropriate solid waste collection services provider.

17. Special Commercial Collections shall mean commercial collections in addition to the regular level of service for any property.

18. Special Pickup Solid Waste shall mean solid waste items that are too large or heavy to be placed inside of a residential solid waste container.

19. Uncontained Solid Waste shall mean solid waste placed adjacent to a solid waste container or at the regular solid waste collection site on the property, that may include, without limitation, any bagged, boxed, or bundled solid waste other than special pickup solid waste. Bundled yard waste and Christmas trees shall be included in this definition.

20. Undeveloped shall mean having no structure of any kind thereon, which status shall continue until the issuance of a certificate of occupancy for new construction or the initiation of commercial collection, if applicable, whichever occurs earlier.

21. Vessel shall means a boat, barge, or airboat or any other vehicle used for transportation on water.

22. Yard Waste shall mean brush and plant-based debris, except fruit, including without limitation limbs, leaves, stems, and flowers that is not contained in a solid waste container.

**Sec. 10-21. Prohibitions ~~Burying or burning garbage, trash, vegetation.~~**

- (a) *Burying or burning ~~P~~prohibited.* The burying or burning within the city limits of any solid waste ~~garbage, trash, trees, palmetto stumps~~ or other items of a like nature is hereby ~~determined by the city council to be detrimental to the best interest of the general health and welfare of the city and is hereby prohibited.~~
- (b) *Dumping prohibited.* Unless otherwise authorized by law or permit, it is unlawful for any person to dump solid ~~garbage, trash, or other waste matter~~ in any manner or amount within the city limits:
- (1) In or on any public highway, road, street, alley, or thoroughfare, including any portion of the right-of-way thereof, or any other public lands, except in containers or areas lawfully provided therefore. When any garbage is thrown or discarded from a motor vehicle, the operator or owner of the motor vehicle, or both, shall be deemed in violation of this section;
  - (2) In or on any freshwater lake, river, canal, or stream or tidal or coastal water of the county. When any garbage is dumped from a vessel, the operator or owner of the vessel, or both, shall be deemed in violation of this section; or
  - (3) In or on any private property, unless prior consent of the owner has been given, ~~and unless such solid waste litter will not cause a public nuisance or be in violation of any other state or local law, rule, or regulation, and the same is deposited in a proper solid waste container or in a manner otherwise authorized in this chapter for the disposal of solid waste.~~
- (c) ~~{Burden of proof.}~~ In enforcing this section, the burden of proof shall be on the person accused of violating this section to prove that he or she had authority to dump the garbage and that such dumping did not cause a public nuisance.
- (d) *Enforcement of other regulations.* This section does not limit the authority of any state or local agency to enforce other laws, rules, or ordinances relating to litter, garbage, trash, refuse, or solid waste management.
- (e) *Special requirements.* Refrigerators and similar equipment which are being discarded shall have the doors removed and shall be removed ~~discarded~~ from the property within twenty-four (24) hours of being placed on the exterior of the property. ~~It shall be unlawful for any person to dump or otherwise deposit any garbage, trash or other waste matter within the incorporated territorial limits of the city other than in a private garbage can upon the premises of the person involved.~~
- (f) *Excluded waste.* No excluded waste shall be deposited or allowed by any property owner in or around any solid waste container of any kind within the city.

**Sec. 10-3. Solid waste collection ~~Motor vehicles for the collection of garbage or trash.~~**

- (a) ~~It shall be unlawful for any person to park or store a~~ Any solid waste collection ~~motor vehicle which is designed or used for the collection of trash, refuse or garbage within this city during the intervening hours between sunset and sunrise, unless such motor vehicle shall be~~

thoroughly cleaned, sanitized and deodorized of all such solid waste, shall be properly stored or parked only in a facility licensed for the same, and shall not be parked upon any public property or right-of-way garbage, trash or refuse.

- ~~(b) It shall be unlawful for any person to allow or permit any such motor vehicle as described in subsection (a) to be parked or stored on the property which is owned, possessed or controlled by such person, during the intervening hours between sunset and sunrise, unless such motor vehicle shall be thoroughly cleaned, sanitized and deodorized of all such trash, refuse or garbage; or unless the motor vehicle is disabled by a malfunction which prevents the cleaning, sanitization and deodorization thereof and the motor vehicle is parked at a garage within this city, for the express purpose of accomplishing the repair of the disability or malfunction.~~
- ~~(c) A violation of this section shall be punished in the manner provided in section 1-14 and each day that such a violation continues to exist shall be deemed to be a separate and distinct offense.~~

#### **Sec. 10-4. Disposal of yard waste debris.**

- (a) On properties receiving residential curbside solid waste collection, yard waste may be placed at the regular solid waste collection site on said property in accordance with the regular solid waste collection schedule, so long as the yard waste is placed in a solid waste container or bag, or is cut into lengths of less than four (4) feet, tied in bundles weighing less than fifty (50) pounds, and contains tree limbs no larger than six (6) inches in diameter. The solid waste collection services provider shall remove the yard waste described in this subsection in accordance with the regular solid waste collection schedule for each property receiving residential curbside solid waste collection services as part of the regular solid waste collection service provided to each such property.
- (b) Residents or private contractors employed by residents of the city shall be permitted to place ~~vegetation and vegetative~~ yard waste debris collected and removed from residential property in the public right-of-way adjacent to the residential property from which the same was collected and removed, outside the traveled portion of any street, alley or sidewalk, or in an area designated by the city as a community collection area, for collection pickup by permitted private haulers or the city public works department, as provided in this subsection. All ~~vegetation and vegetative~~ yard waste debris collected and removed from a property shall remain for pick up at its designated location. The relocation by any person of ~~vegetation or vegetative~~ yard waste debris collected and removed from a property to any public or private property, other than the public right-of-way adjacent to the property from which the same was collected and removed, or a community collection area, shall constitute illegal dumping and a violation of this section. The city manager may designate a community collection area pick up location for ~~vegetation and vegetative~~ yard waste debris as deemed in the best interest of the city. Any and all ~~vegetation or vegetative~~ yard waste debris placed in any public right-of-way shall not interfere with any sidewalks, residential property, stormwater drainage or vehicular traffic. All ~~vegetation and vegetative~~ yard waste debris placed under this subsection shall be cut into lengths of less than six (6) feet, unbundled, without containers of any kind, with no tree limbs greater than eight (8) inches in diameter. All leaves shall not be placed in plastic bags, boxes, or any other type of container. ~~(b) The placement of vegetation and vegetative yard waste debris as provided in this subsection shall only be permitted any day~~



between sunrise and sunset ~~each day, without regard to the regular solid waste collection schedule for said property.~~

- (c) The ~~vegetation or vegetative~~ yard waste debris generated from the substantial or total removal of the vegetation from trees having a trunk diameter greater than eight (8) inches diameter at breast height (dbh) shall not be placed in any right-of-way or other public or private property.
- ~~(d) It shall otherwise be unlawful for any person to place or dump, or cause to be placed or dumped, any vegetation, yard debris, garbage, trash, refuse, roofing materials, tires, or other waste materials of any kind or character whatsoever in the public right-of-way within the jurisdictional limits of the city.~~
- ~~(de)~~ All private contractors removing ~~vegetation and vegetative~~ yard waste debris from properties within the city limits shall be licensed, bonded, and have sufficient company identification on all vehicles and equipment used for such activity.
- ~~(ef)~~ All private contractors removing ~~vegetation and vegetative~~ yard waste debris from properties within the city limits shall set up proper maintenance of traffic, whether a permit is required or not, and shall not block public sidewalks when performing work within city rights-of-way.
- ~~(g) Any violation of this section shall be punished in the manner as provided in section 1-14 or otherwise in this Code. Each day the violation continues to exist shall be deemed a separate and distinct offense.~~
- ~~(fh)~~ Nothing contained herein shall be deemed to authorize the placement of ~~vegetation or vegetative~~ yard waste debris in or on any public or private property not specifically authorized under this section, including, without limitation, any public park, public building or undeveloped property.

#### **Secs. 10-5. Penalty.**

A violation of this chapter shall be punished in the manner provided in the Code of Ordinances for violations of the Code of Ordinances, and each day that such a violation continues to exist shall be deemed to be a separate and distinct offense.

#### **Sec. 10-6. Administration.**

The city manager shall have full authority to administer the provisions of this chapter and shall exercise all powers of the city specifically included herein not otherwise prohibited, including the power to address matters not specifically identified in this chapter but which are contemplated by the terms hereof for the successful operation of the city's solid waste collection services system, as determined by the city manager, including without limitation requiring or allowing different levels of service as necessary to provide for the safe, sufficient and aesthetic storage and removal of all solid waste in the city.

#### **Secs. 10-7 5—10-20. Reserved.**

## ARTICLE II. SOLID WASTE COLLECTION

### DIVISION 1. - GENERALLY

#### Sec. 10-21. Hauling of certain garbage prohibited.

It shall be unlawful for any person to haul solid waste ~~garbage or other refuse~~ of any kind ~~which has an offensive odor or which might be injurious or dangerous to the health of the inhabitants of the city~~ unless such vehicle in which the materials are being transported is covered or enclosed so as to prevent the falling off of the materials or any portion thereof and to prevent the offensive odors emitting therefrom.

#### Sec. 10-22. Placement of waste for collection.

The collection site for all solid waste ~~garbage, trash and refuse~~ shall be at the immediate proximity of the avenue or street side of the customer's real property estate lot and all solid waste ~~cans, containers~~ or packages containing solid waste ~~garbage, trash and refuse~~ shall be placed and positioned as close as possible to the surface of such avenue or street, but shall not be placed in any manner whereby the same will constitute an obstacle, impairment or interference with vehicular or pedestrian traffic; provided, however, that where the customer's real property estate lot abuts an alleyway that has been approved for collection as provided in this article, the collection site may be located as close as possible to the alleyway in such a manner that the same does not create an obstacle, impairment or interference with vehicular or pedestrian traffic along such an alleyway. All solid waste ~~receptacles and mechanical~~ containers shall be maintained in good condition and repair. All such receptacles shall be provided with a cover sufficiently tight to prevent flies or other insects from having access to the contents of such receptacles. Containers in which wet solid waste ~~garbage or trash matter~~ is placed shall be watertight. All solid waste ~~garbage cans and mechanical~~ containers shall be subject to inspection by the city at any time and may be rejected as appropriate. The city council may establish uniform approved solid waste containers ~~trash receptacles~~ for different types of properties as it deems necessary, and any owner or occupant of any such property so designated shall place all solid waste ~~refuse~~ in such approved container ~~receptacle~~, only, and no other solid waste containers ~~receptacles~~ shall be allowed on such property.

#### Sec. 10-23. Collection from alleys.

Pursuant to a written request by any customer whose real property estate lot abuts an alleyway or the solid waste collection services provider ~~any holder of the solid waste collection franchise~~ whose collection route includes real properties estate lots which abut an alleyway, the city council may adopt a resolution to establish collection sites along such alleyways subject to the following conditions:

- (1) Written notice must be provided to the solid waste collection services provider ~~franchisee~~ or customer who will be subjected to the mandate of such a resolution. The notice shall be mailed, by certified mail, return receipt requested, to such franchisee and by regular United States mail to such customer at least thirty (30) days prior to the meeting of the city council where the adoption of such a resolution will be considered by the city council, and the time, date and place of the meeting together with a statement that the franchisee or customer shall have the right to be heard at the meeting on whether the resolution should be adopted, shall be included in the notice;

- (2) All customers whose real property estate ~~lots~~ abut on such an alleyway shall be required to locate their ~~eans~~, solid waste containers and packages for collection, at collection sites, at the near proximity along the route of any such alleyway if the city council, after due consideration, adopts such a resolution; and
- (3) Such a resolution shall be adopted only if the alleyway has a safe road surface and is not obstructed by trees, bushes, structural improvements, power or telephone poles or any other obstruction and is sufficient to accommodate the movement of the permit holder's collection vehicles or the accommodation of the permit holder's other equipment.

#### **Sec. 10-24. Duties of collector, property owner fees.**

(a) The ~~holder of the~~ solid waste collection services provider franchise, and any special permit holder as required in section 10-41, shall clean, sweep, collect and remove any solid waste ~~garbage, trash, refuse~~ or residue which may be spilled or is scattered, loose or otherwise uncovered at or within the immediate proximity of the solid waste ~~garbage cans, trash cans or other~~ containers or ~~packages of uncontained solid waste, garbage, trash or refuse~~ so that upon such collection there shall be no scattered, loose or otherwise uncovered residue of any solid waste ~~garbage, trash or refuse~~ at the collection site; provided, that all solid waste ~~garbage~~ is enclosed, by the customer, in a solid waste ~~garbage can, receptacle, or other waterproof~~ container, ~~and that all~~ or is uncontained solid waste ~~trash is properly packaged by the customer.~~

(b) Each property owner or occupant within the city shall be charged a solid waste collection service fee, as determined from time to time by ~~resolution of the city council~~ providing for the removal and collection of all solid waste ~~garbage, trash or refuse~~ from each property owned thereby in accordance with this chapter. The solid waste collection service fee for each property shall be determined by assessing the actual cost to the city of providing the collection service to each type of property within the city, together with appropriate administrative fees, including any fee imposed by the tax collector or property appraiser for non-ad valorem assessments, or billing fees, as applicable, and the franchise fee due from the solid waste collection services provider franchisee. The fee for properties ~~having receiving~~ residential curbside solid waste collection dwellings of five (5) or fewer than six (6) units, including single family dwellings, hereafter referred to as "residential collections", shall be a uniform fee for each residential unit, as determined by the city council ~~by resolution~~. The fees for properties receiving commercial, industrial, government, institutional, and multi-family properties with greater than five (5) dwelling units, hereinafter referred to as "commercial collections", shall be based upon the level of service number, size and frequency of collection of the solid waste containers receptacles used on each such property. The city council shall set the rate for commercial collections for each such property annually, based upon the most recent level of service data for each such property. The city manager may adjust the rate charged for any commercial collection at a property where sufficient evidence is made available to the city that there has been an established, consistent, long-term change in the level of service to the property served, ~~through the number, size or frequency of collection of the receptacles at said property.~~ For the purpose hereof, ~~"undeveloped"~~ undeveloped properties shall ~~not be subject to a solid waste collection service fee. mean having no structure of any kind thereon, which status shall continue until the issuance of a certificate of occupancy for new construction or the initiation of commercial collection, if applicable, whichever occurs earlier.~~ In the event a property changes its collection status from residential, collection to commercial or undeveloped to another status ~~collection, or vice versa,~~ the service fees shall be adjusted

accordingly upon the next billing cycle, pro rata to account for any undercharge or overcharge. The city council shall determine from time to time ~~by resolution~~ whether to bill property owners for the solid waste collection fee or whether to assess the same using the uniform non-ad valorem collection method. ~~The city council may provide for special pick-ups included within the residential collection fees.~~ The cost for special pick-ups in excess of those included in the residential curbside solid waste collection fee shall be determined by, and paid to, the solid waste collection services provider franchisee, per the franchise agreement therewith.

#### **Sec. 10-25. Collection hours, days.**

~~Those~~ The solid waste collection services provider franchisee shall only be permitted to collect solid waste ~~garbage, trash, refuse and recyclable materials~~ between the hours of 6:00 a.m. and 7:00 p.m. on Mondays and Thursdays ~~for within those residential~~ curbside solid waste collection areas of the city where single or multiple family structures exist, and garbage cans for ~~garbage, trash or refuse, or blue bags for recyclable materials, are used.~~ No collection of solid waste ~~garbage, trash, refuse or recyclable materials~~ within said residential areas of the city shall be permitted on any other day of the week, except in the event the following holidays fall on a Monday or Thursday:

- (1) New Year's Day,
- (2) Dr. Martin Luther King, Jr. Birthday
- (3) Memorial Day,
- (4) Juneteenth,
- (5) Independence Day,
- (6) Labor Day,
- (7) Veterans' Day,
- (8) Thanksgiving Day,
- (9) Day after Thanksgiving, or
- (10) Christmas Day.

In the event any of the above listed holidays fall on a Monday or Thursday, the franchisee shall collect such solid waste ~~garbage, trash, refuse or recyclable materials~~ on the holiday or on the day immediately following the holiday.

Notwithstanding the foregoing, commercial collections may be made between the hours of 6:00 a.m. and 7:00 p.m. on any day of the week, except Sundays.

#### **Sec. 10-26. Solid waste collection charges. ~~Penalty.~~**

~~Any person who violates any of the provisions of this article shall be subject to a penalty as prescribed by section 1-14.~~

(a) Service generally. Each owner of property within the city limits shall have solid waste collection services provided by the city's solid waste collection services provider, pursuant to this chapter. Residential owners shall be provided continuous residential curbside solid waste collection services for each dwelling unit on any developed property without any further action or

agreement of the owner for the collection of solid waste from said owners' property. Commercial owners shall be required to order the necessary level of service for the continuous collection of solid waste from said owners' property directly from the solid waste collection services provider.

(b) *Billing.* Each property owner in the city shall be billed by the city on a periodic basis for solid waste collection services on the billing cycle set by the city. All charges billed shall be due and owing within fifteen (15) days of the date billed. Residential curbside collection services shall be billed in advance and all other accounts shall be billed in arrears. Credit card payments may be accepted, subject to imposition of any processing fees incurred by the city as set forth in the city's fee schedule. Any unpaid charges shall be subject to the filing of a lien against the property for which said charges were billed if the same are overdue for at least thirty (30) days. Annually, the city council may approve a non-ad valorem assessment against any property having unpaid solid waste collection service charges as set forth herein. The assessment roll shall be approved by the city council and provided to the Pasco County Property Appraiser and Pasco County Tax Collector within the time provided by law for the placement of said unpaid charges on the tax bill for the subject property. All unpaid and overdue charges shall be subject to interest at the rate of ten percent (10%) per annum. By further action of the city council, all solid waste collection, or any portion thereof, may be assessed as a non-ad valorem assessment for each property, in lieu of the billing method set forth herein.

(c) *Residential collection.* Each residential owner in the city shall be billed the solid waste collection fee imposed by the city periodically for each dwelling unit on said owner's developed property within the city regardless of the use of said collection services, as provided in subsection (b) hereof. If the property of any residential owner is located within a community association area, and said association has entered into an agreement with the city to be responsible for and pay all solid waste collection fees for each of the properties within said subdivision on a form provided by the city, all billing for the properties identified in the agreement shall be submitted to the responsible community association. The city reserves the right to bill each residential owner if the community association fails to pay the solid waste collection fees subject to said agreement when the same are due, or collect the fees through the non-ad valorem assessment method if approved by city council.

(d) *Commercial collection.* Each commercial owner in the city shall be billed the solid waste collection fees imposed by the city for the level of service provided. Each commercial owner shall have the right to change the level of service for said owner's property no more often than once each ninety (90) days, which change shall become effective on the next billing cycle at least fifteen (15) days after the city is notified of the change in level of service for said commercial owner by the solid waste collection services provider. Notwithstanding the foregoing, special commercial collections may be provided to each commercial customer at the rates approved by the city council for each collection of each type of container, and may include temporary solid waste containers. Each commercial owner's account may be adjusted periodically to address changes in level of service upon submittal of sufficient information to the city to justify said adjustment at the city's discretion, or if the city determines an adjustment is otherwise necessary for any reason.

(e) Special pickup. Each residential customer receiving and entitled to residential curbside solid waste collection shall be entitled to receive up to two (2) collections annually of special pickup solid waste without charge. Collection of special pickup solid waste shall be arranged by said customer with the solid waste collection services provider. Said customer shall pay the solid waste collection services provider, directly, for any special pickup solid waste collections in excess of the annual number provided herein, upon being billed by the provider for the same at the rates approved by the city council from time to time. Each special pickup solid waste collection shall be limited to special pickup solid waste items weighing no more than 100 pounds each and no larger than three (3) cubic yards in size. By January 31 of each year, the solid waste collection services provider shall provide the city an accounting of special pickup collections billed in the prior calendar year and the city shall deduct the ten percent (10%) franchise fee applicable to said collections from any sums due and owing to said provider. The city may conduct an audit of the solid waste collections services provider's records from time to time to verify the accuracy of the reporting made of the special pickup collections for any time period.

(f) Service interruption. Each solid waste customer may request discontinuance of solid waste collection services for a period of no less than three (3) consecutive months, so long as the water account is in the name of said owner, the water service is discontinued for the same duration as the solid waste services, and both the solid waste and water account are current. The owner shall pay a service interruption fee and a resumption of service fee in the amount determined by city council.

## **DIVISION 2. – SOLID WASTE COLLECTION FRANCHISE, SPECIAL PERMITS**

### **Sec. 10-41. Required.**

It shall be unlawful for any person to engage in the business enterprise of collecting, transporting or disposing of ~~solid waste garbage, trash or refuse~~ within ~~this the city limits~~ or to use the streets, alleys or rights-of-way of this city for such purpose, regardless of whether such person is required by law to hold a local business tax receipt issued by this city, without first being issued a solid waste collection franchise or special permit by the city council and entering into a franchise agreement with the city, the form of which shall be approved by the city council. ~~For purposes of this chapter of the New Port Richey City Code and all sections hereof, "solid waste" shall mean and include all garbage, trash or refuse, roll-off services of construction and demolition debris (hereinafter "C&D"), special waste, and special pickups of seasonal trash and debris, but does not include the collection of "recovered materials" as defined in F.S. § 403.703, as regulated pursuant to F.S. ch. 403.~~ The city council shall from time to time award a solid waste collection franchise to a single solid waste collector for all properties within the city for such term as the city council may authorize for the collection of all solid waste within the city other than C&D. In addition, the city council may issue annual special permits for collectors of C&D, only, to such collectors in the business of providing such services. The solid waste collection franchisee shall also obtain an annual special permit in accordance with this article in order to collect C&D.

### **Sec. 10-42. Qualification.**

In order for any person or entity to qualify for the solid waste collection franchise or a special permit as required by this division, the city council shall determine by competent, substantial

evidence that such person or entity has complied with the following criteria. Such person or entity shall:

- (1) Own, possess, lease or otherwise maintain or control the necessary equipment of a type, design and specification which is generally manufactured for the collection of solid waste ~~garbage, trash and refuse~~ in sufficient quantity to assure the prompt, sanitary and efficient collection, transportation and disposition of the solid waste ~~garbage, trash and refuse~~ which is to be collected by such person or entity within this city in the performance of such a business; provided, however, that the body of all solid waste ~~garbage~~ collection vehicles used by such person or entity shall be watertight to the extent that it shall be impossible for water or other liquids to escape prior to the unloading of the contents thereof at the disposal area and all packer vehicles so listed shall have an enclosed cab, well located handrails, adequate door fastenings, hydraulic unloading capabilities, and ample racks or supports for tools, containers and other equipment and all such vehicles shall have adequate cover to prevent the contents thereof from falling, spilling or being blown from any such vehicle while in transit and all such vehicles shall be adequate in number and type to perform, satisfactorily, the duties prescribed for the same and shall be maintained in good mechanical condition; provided, however, that all such vehicles or other equipment shall also conform to any requirements as prescribed by the laws of the state or the rules and regulations of the state department of health and rehabilitative services, the state department of pollution control and any other governmental agency having jurisdiction to prescribe the type, standards or specifications of any such vehicles or equipment;
- (2) Employ, supervise, manage and control a required number of qualified employees who are necessary in order to operate and maintain such equipment so that the use thereof will conform with the requirements of this chapter ~~article~~ and all other laws, rules or ordinances;
- (3) ~~If the solid waste collection services provider,~~ Own, possess, lease or otherwise maintain or control the necessary collection equipment and employ, supervise, manage and control the required number of competent employees to ensure that the residential, commercial and industrial solid waste customers of such applicant will receive collection service at a frequency of not less than two (2) times per week, between the hours of 6:00 a.m. and 7:00 p.m. on Mondays and Thursdays within those residential areas of the city where single or multiple family structures exist, and solid waste containers ~~garbage cans~~ for solid waste ~~garbage, trash or refuse~~, including or blue bags for recyclable materials, are used, at intervals of not less than three (3) calendar days between collections during such a workweek except during weeks which contain legal holidays in which event the applicant shall possess the necessary equipment and employ the necessary personnel to ensure that there will be a collection of solid waste ~~garbage, trash and refuse~~ from those customers receiving such service on the day immediately following the holiday, if the holiday occurred on the day which was scheduled for collection, and recycling collection services of not less than one (1) time per week;
- (4) Be insured by a comprehensive liability insurance policy in an amount not less than one million dollars (\$1,000,000.00) per person bodily injury, two million dollars (\$2,000,000.00) per occurrence, and one hundred thousand dollars (\$100,000.00) property damage per occurrence, and that the employees of such person are properly

insured as required by F.S. ch. 440, and that the insurance shall be evidenced by delivering a certificate of such insurance with the application for such the solid waste collection franchise or a special permit;

- (5) Indemnify and hold the city harmless against any and all losses, claims, damages, suits or actions for personal injury or property damage arising from the collection of solid waste by the permit holder or franchisee, including all attorneys' fees incurred by the city in any legal or administrative proceeding and all appeals thereof;
- (6) If the solid waste collection franchisee, maintain an office within the city limits of New Port Richey, Florida, sufficiently staffed and open from 9:00 a.m. to 4:00 p.m. Monday through Friday, except on legal holidays, to field customer inquiries and complaints;
- (7) Have installed and functioning on all trucks a global positioning system monitor and cameras providing digital video images emanating from all four (4) sides of each truck; and
- (8) Have the capacity and willingness to comply with all applicable local, state, and federal laws, rules, and regulations.

#### **Sec. 10-43. Application.**

The application for the solid waste collection services provider shall be in the form approved by the city as a request for proposals from time to time as needed to award a contract to such provider. The application for a special permit as required by this division shall be on a form provided by the city, by May 1 of each year for the following calendar year, which shall list the following information:

- (1) The name, street address and mailing address of the principal place of business and branch locations of the person or persons to be granted such a special permit or if the applicant is a partnership, corporation, joint venture or other business entity, the application shall set forth the name or names, street addresses, and mailing addresses of the principal officers thereof, the name or names, street addresses and mailing addresses of the person or persons who are to be the manager, supervisor or executive employee of such entity as well as the street address and mailing address and location of the principal place of business and any branch offices of such partnership, corporation, joint venture or other business entity;
- (2) A full description of all of the equipment owned, possessed, leased or otherwise maintained or controlled by the applicant which will be used in the collection, transportation and disposition of such garbage, trash and refuse and the exact location and method where the same will be disposed of; provided, however, that if the location of the disposal site is outside of the city, the applicant shall produce, in writing, from the officials of the county or municipality in which such location exists that the disposal site has been approved by the governing body of such county or municipality and any condition pertaining to such approval shall also be set forth in the application;
- (3) A complete list of the names, ages and addresses of all employees who will be employed by the applicant by the business enterprise within this city and the exact duties which will be performed by any such employee; provided, however, that if the applicant is issued such a special permit and subsequent thereto there is a change in the list of



employees, the applicant shall, within seventy-two (72) hours from the date of such change, notify the city clerk, in writing, by providing the city clerk with a current, corrected list of all such employees;

- (4) The number of commercial collection accounts, which shall be itemized with the number, size and frequency of collection for each receptacle at each commercial collection property served, along with the date and nature of any change in service during the prior year;
- (5) A complete rate schedule of the respective rates that such applicant intends to charge for ~~residential and commercial~~ C&D collections for the upcoming calendar year if a special permit is issued to the applicant by the city council;
- (6) ~~A statement by the applicant that collection of garbage, trash and refuse shall be available for each such account at a frequency of no less than two (2) times per week at intervals of not less than three (3) calendar days between collections for the solid waste collection franchisee, or at such other frequencies and intervals of time as the applicant and the customers shall agree upon for C&D;~~
- (7) A statement by the applicant that all collection equipment shall be of a type as generally manufactured for the collection of refuse and a listing of all such equipment shall be included as provided in this section. A service fee in an amount determined by ~~resolution~~ of the city council and payable to the city shall accompany the application.

#### **Sec. 10-44. Public notice of hearing ~~on application~~.**

A public notice of the hearing on the award of the solid waste collection franchise or application for the issuance of a special permit as required by this division shall be published in a newspaper which is published in the city at least ten (10) days prior to the date of the hearing at which the application will be considered by the city council and the notice of hearing shall be in the following form:

##### *Notice of Public Hearing*

Please take notice that an application for a ~~special permit~~ or franchise to collect, transport and dispose of garbage, trash and refuse has been made to the city council of New Port Richey, Florida by \_\_\_\_\_ of \_\_\_\_\_, and that a hearing on said application will be held in the city council chambers at the Municipal Building, 5919 Main Street, New Port Richey, Florida, commencing at the hour of 7:00 o'clock p.m. or as soon thereafter as the matter may be heard, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

All persons who are residents of said city or otherwise have valid evidence pertaining to said application are invited to attend said hearing and to be heard by said city council pertaining thereto.

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

#### **Sec. 10-45. Criteria for issuance.**

- (a) After reviewing the application for a special permit or the solid waste collection services franchise as required by this division at a duly convened meeting of the city council, written notice of which shall be provided to the applicant, by certified mail at least ten (10) days prior to the meeting, the city council shall ascertain and determine that the:

- (1) Equipment listed by the applicant is of such a nature that the same will meet the specifications as required in this article;
  - (2) Applicant owns or possesses sufficient equipment and employs a sufficient number of employees to provide service to the number of customers listed on the application in accordance with the frequency and intervals of collection that is required in order to ensure that solid waste ~~garbage, trash and refuse~~ is collected, transported and disposed of, as required in this chapter article;
  - (3) Applicant is duly qualified to perform the solid waste collection for which the permit or franchise is awarded; and
  - (4) Applicant is insured by a comprehensive liability insurance coverage in an amount not less than one million dollars (\$1,000,000.00) per person, bodily injury; two million dollars (\$2,000,000.00) per occurrence; and one hundred thousand dollars (\$100,000.00) property damage per occurrence.
- (b) If the city council shall determine that the applicant complies with the requirements of this article, the city council may issue a special permit or franchise providing therein such terms and conditions as the city council shall determine to be necessary in order to ensure that the applicant shall comply with the provisions of this chapter article. The granting of such a special permit shall not be construed as the grant of a franchise or of a vested right nor shall such special permit become coupled with an interest and such permit may be revoked or suspended by the city council upon the showing of good cause. The solid waste collection services franchise may be revoked upon good cause and shall not create a vested right or a permit coupled with an interest.

#### **Sec. 10-46. Non-transferability.**

The special permit or solid waste collection services franchise authorized by this article shall be nontransferable so that any person or entity that intends to succeed to the business interests of a permit or franchise holder shall file an application for such special permit or franchise and comply with the other procedural and substantive requirements of this article in order to qualify for the issuance of such a special permit or franchise.

#### **Sec. 10-47. Revocation or suspension.**

- (a) The city council may revoke or suspend any special permit or franchise if the city council shall determine that the permit or franchise holder has failed to:
- (1) Provide adequate and satisfactory service as required by the special permit or franchise;
  - (2) Maintain proper equipment and personnel for the collection and disposal of solid waste ~~garbage, trash and refuse~~ as required by the special permit or franchise;
  - (3) For a solid waste collection services provider, mMaintain a timely schedule of pickups within the frequency and duration of time for such pickups as prescribed in this chapter article;
  - (4) Dispose of solid waste ~~garbage, trash or refuse~~ in a manner prescribed by the state department of health and rehabilitative services or in an approved sanitary landfill; or
  - (5) Maintain comprehensive liability insurance coverage as required by this article.

- (b) If a complaint is filed with the city council and the city council deems it advisable to inquire into the matter of such complaint, and if the complaint is of such a nature that the special permit or franchise can be suspended or revoked, the city council shall adopt a resolution directed to the permit or franchise holder which shall specify therein the exact nature of the charges or complaints which have been filed against the same permit holder, the name and residence address of the person or persons making such complaint, a list of the names and addresses of all material witnesses who are available to testify in regard to the complaint, and a notice of hearing which shall be held no less than ten (10) days nor more than thirty (30) days after a copy of the resolution has been served upon the permit or franchise holder in accordance with the provisions of F.S. chapter 48, which pertains to service of process. The resolution shall also specify the time, date and place where the hearing will be held on such complaint and shall advise the permit or franchise holder that he is entitled to be represented by counsel at the hearing. Upon the hearing of testimony and the receipt of evidence, if the city council shall, by competent and substantial evidence, determine that the charge or complaint against the permit or franchise holder is true and correct, the city council may then revoke or suspend the special permit or franchise, or if the charge or complaint is not established by substantial, competent evidence, then such charges shall be dismissed. If the city council, by substantial, competent evidence, does not find the misconduct on the part of the permit or franchise holder to warrant a revocation or suspension, but that the same does warrant a citation or the imposition of additional conditions on the special permit or franchise of the permit or franchise holder, the city council shall so stipulate in writing.

#### **Sec. 10-48. Renewal.**

All special permits as authorized in this article shall be renewable from year to year and shall be effective between January first and December thirty-first of each such year or that portion thereof from the date of issuance until the next succeeding thirty-first day of December. The renewal of special permits as required in this article shall be subject to the same application and hearing requirements as specified in sections 10-43 through 10-45 and the hearing for the annual renewal thereof shall be held no later than November fifteenth of each such year. The city council, after considering the renewal application and after hearing all relevant evidence pertaining thereto, may approve the renewal of such permit for the ensuing year if the applicant shall establish, by competent substantial evidence, that such a renewal is consistent with the health, safety, welfare and hygiene of the residents of the city.

#### **Sec. 10-49. Franchise agreement.**

- (a) The franchise agreement required by section 10-41 shall be in addition to all other provisions of this division, including the required special permit. No person shall utilize public rights-of-way, alleys, streets, and other public infrastructure within the city for the purpose of engaging in the business enterprise of collecting, transporting or disposing of solid waste ~~garbage, trash or refuse~~ within this city without first entering into a franchise agreement with the city, the form and terms of which shall be set by ~~resolution~~ of the city council.
- (b) A person may not execute a franchise agreement with the city unless and until they have met all requirements contained in this article and obtained a special permit pursuant to this division and which is valid and in good standing.

- (c) Upon execution of the franchise agreement, the person shall be considered a "franchisee" with all benefits and privileges set forth in the franchise agreement and must at all times comply with all requirements set forth in this ~~chapter article~~, the franchise agreement, as well as any and all laws, rules, regulations, ordinances, and orders of regulatory bodies applicable to the business enterprise of collecting and transporting or disposing of solid waste ~~garbage, trash or refuse~~ within this city. Failure of the city or any governmental agency to take action on any violation shall not relieve the franchisee of compliance nor be deemed a waiver of franchisee's obligation to comply with all such requirements and laws.
- (d) Franchise fees:
- (1) Each franchise agreement shall provide for payment of franchise fees from the franchisee to the city as compensation for the rights and benefits granted hereunder, including but not limited to, the right to engage in the business enterprise of collecting, transporting or disposing of solid waste ~~garbage, trash or refuse~~ within this city and the right to utilize public rights-of-way, alleys, streets, and other public infrastructure within the city and all benefits associated therewith.
  - (2) The franchise fee shall be based on the collected revenues of the franchisee, or the city as to the solid waste collection services provider, and shall be in the form of a percentage set by ~~resolution of~~ the city council. Use of a billing method that has the ~~aeffect~~ effect of reducing or avoiding the payment of franchise fees under the franchise agreement shall be cause for immediate termination and revocation of the franchise agreement, without prejudice as to any additional penalties for such actions.
  - (3) For C&D permit holders, franchise fees shall be paid monthly and must be accompanied by a statement of the franchisee's collected revenues in a form prescribed by the city's finance department. Failure to remit the franchise fees and documentation required herein shall be grounds for termination and revocation of the franchise agreement. For the solid waste collection services provider ~~franchise holder~~, franchise fees shall be deducted from any payment remitted to the franchisee by the city.
- (e) The city reserves its right to enter into franchise agreements and grant other similar rights to more than one (1) person, business, or entity. The franchise agreement is not an exclusive right to provide the services described herein within the city, unless provided otherwise in said agreement. The city further reserves its right to provide its services, including but not limited to, the solid waste collection services described herein, to any person. The execution of the franchise agreement, and any renewal thereof, shall not be construed as creating any vested rights. Each franchise agreement shall be terminable and revocable in accordance with its terms and the terms of this article.

**Secs. 10-50—10-57. Reserved.**

### **ARTICLE III. SOLID WASTE CONTAINERS ~~GARBAGE CANS AND DUMPSTERS~~**

#### **Sec. 10-58. Definitions.**

The ~~following~~ words, terms and phrases, ~~when~~ used in this article, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning.:

1. Bumper shall mean a post, curb, or other structure that keeps the dumpster located on the pad when servicing.

2. Commercial Solid Waste Container shall mean a solid waste container designed for and used by commercial businesses and residents in multi-family dwellings, typically collected for disposal through the use of a mechanical lifting and dumping apparatus, and commonly referred to as dumpster, available in various sizes ~~Dumpster shall mean a garbage, trash or other waste material container that is designed and constructed to be mechanically lifted for placement on, or dumping into, a refuse truck. The term dumpster shall include, but not be limited to, compactors and containers commonly referred to as "roll-offs."~~

3. Commercial Solid Waste Container Dumpster Pad shall mean the concrete foundation on which the screen is constructed.

4. Commercial Solid Waste Container Dumpster Screen shall mean the enclosure of a commercial solid waste container ~~dumpster~~ and ~~dumpster~~ pad area, including the gate for access to the container dumpster, as provided in this article.

5. Residential Solid Waste Container shall mean a solid waste container designed for and used by residents in dwellings having fewer than six (6) residential units, which may also be used by small commercial businesses or in conjunction with commercial solid waste containers by other commercial businesses or residents in multi-family dwellings having greater than five (5) residential units, having a capacity of less than fifty (50) gallons which may be manually collected for disposal into the rear of a solid waste collection vehicle, or having a capacity of less than one hundred (100) gallons collected through the use of a mechanical lifting and dumping apparatus ~~Garbage can shall mean any container, other than a dumpster, used for garbage, trash, refuse or other waste material, including recycling containers.~~

6. Temporary commercial solid waste container dumpster shall mean a container dumpster used on a construction site or at a special event for a limited, defined time period.

## **Sec. 10-59. Storage generally.**

(a) Residential solid waste containers ~~Single-family residential and duplex dwellings shall be stored~~ ~~garbage cans~~ within the side or rear yard on each property, out of view of public streets.

(b) Commercial solid waste containers, ~~including multifamily, garbage can and recycling containers. In all zoning districts, garbage cans and recycling containers shall be stored as far from public streets and adjacent property as is practicable. When stored, all garbage cans and recycling containers shall be screened from public and from adjacent property view at ground level as much as is practicable.~~

(c) Screening for residential solid waste containers used by small commercial businesses by wall, fence, landscape or hedge shall be required as provided in this section permitted. ~~Garbage can and recycling container storage location and screening shall be approved by the development services department. If landscape or hedge is used as screening, it shall be maintained in a condition to present a living, healthy, neat and orderly appearance, and in a manner consistent with the intent of creating a visual barrier. The screen shall be sufficient to block the view of the solid waste container from adjacent properties and rights-of-way.~~

(d) Residential solid waste containers shall only be placed at curbside for collection after four (4:00) p.m. on the day before the scheduled collection day and shall be removed from the curbside collection area by the end of the scheduled collection day.

**Sec. 10-60. Screening of commercial solid waste containers ~~dumpsters~~.**

(a) Commercial solid waste containers~~Dumpster~~. All commercial solid waste containers ~~dumpsters~~ located within the city shall be screened in accordance with the regulations of this section.

(b) *Screen required.* All commercial solid waste containers ~~dumpsters~~ shall be screened on all sides, and not visible at ground level from the right-of-way ~~street~~ or any adjacent property, with a dumpster screen gate for access to the dumpster.

(c) *Screen design/construction.* The commercial solid waste container ~~dumpster~~ screen shall be constructed of masonry, solid wood, or substantially opaque fencing, designed and installed to completely screen the container ~~dumpster~~ from view. The ~~dumpster~~ screen and gate shall be a minimum of five (5) feet in height, and no more than six (6) feet in height, as measured from grade. There shall be a minimum of two (2) feet of clearance on all sides of the container ~~dumpster~~.

(d) *Pad.* The commercial solid waste container ~~dumpster~~ shall sit on a reinforced concrete pad with bumper. The pad shall be made of three thousand (3,000) psi concrete with a minimum thickness of six (6) inches. The pad shall be constructed so that there is a minimum clearance of two (2) feet on all sides.

(e) Commercial solid waste container ~~Dumpster~~ *screen gate.* The commercial solid waste container ~~dumpster~~ screen gate shall be constructed of substantially opaque fencing material, designed and installed to completely screen the container ~~dumpster~~ from view. The gate shall be constructed of suitable heavy gauge materials, secured with sturdy hinges or slides, and latches with the ability to be locked open for windy conditions. The gate shall be kept closed except when the container ~~dumpster~~ is actively being loaded or unloaded, or the container ~~dumpster~~ or ~~dumpster~~ screen are being maintained.

(f) *Florida ~~Standard~~ Building Code.* All construction shall be in accord with the standards required in the Florida ~~Standard~~ Building Code.

(g) *Location.* The commercial solid waste container ~~dumpster~~ and ~~dumpster~~ screen shall be located in the off-street parking area, within the required yard setback area, and shall not impede visibility or traffic flow. No container ~~dumpster~~ shall be located within any public street, alley, right-of-way or easement. A container and screen ~~dumpster~~ shall be located so as to allow ease of access for collection trucks.

(h) *Nuisance.* No commercial solid waste container dumpster or dumpster screen shall be located, maintained, or allowed so as to result in the violation of chapter 15 (Nuisance), appendix A, Land Development Code of the City of New Port Richey.

**Sec. 10-61. Number, size and type.**

The following standards ~~are to~~ set forth the minimum size and type of solid waste container ~~garbage can and/or dumpster~~ required for a specific use:

- (a) Single-family uses and duplexes shall be limited to use of residential solid waste containers ~~garbage cans~~ only. Each unit shall provide refuse containers for a minimum equivalent volume of two (2) 30-gallon solid waste ~~refuse~~ containers per unit. No commercial solid waste containers ~~dumpsters~~ shall be allowed except as regulated under temporary dumpsters, section 10-~~65~~2.
- (b) Multifamily uses with ~~three (3) or more~~ than two (2), but fewer than six (6) residential units, shall provide volume for a minimum equivalency of at least two (2) 30-gallon solid waste ~~refuse~~ containers per unit or a properly screened commercial solid waste container located outside the front yard of the property ~~at least one 1.5 cubic yard bin for each five (5) units.~~
- (c) Commercial and industrial uses shall provide commercial solid waste ~~refuse~~ containers in a number and size so as to adequately contain the solid waste ~~refuse~~ generated by the use. Waste in excess of one 4-cubic yard container requires portable or stationary compactor service, or additional or larger containers ~~bins, or larger bins.~~
- (d) Restaurant uses shall provide commercial solid waste ~~refuse~~ containers in a number and size so as to adequately contain the solid waste ~~refuse~~ generated by the use, and in no case less than ~~however~~ a minimum 3-cubic-yard container ~~must be provided~~. Waste in excess of one 4-cubic-yard container requires portable or stationary compactor service, or additional or larger containers ~~bins, or larger bins.~~
- (e) Hazardous or noxious wastes must be contained in a safe and sanitary manner in accordance with applicable regulations.
- (f) The following tables shall be utilized to determine the size and type of solid waste ~~refuse~~ container necessary:

TABLE 1  
DIMENSIONS OF SOLID WASTE ~~REFUSE~~ CONTAINERS

Standard 30-gallon can	20.5" diameter x 27" high		
	High	Deep	Wide
1.5 cubic yard bin	43"	36"	80"
2.0 cubic yard bin	47"	39"	80"
3.0 cubic yard bin	58"	48.5"	80"
4.0 cubic yard bin	64"	53.5"	80"

TABLE 2  
EQUIVALENCY TABLE

Bin size	Equivalent # cans
1.5 cubic yard bin	10 30-gallon cans
2.0 cubic yard bin	14 30-gallon cans
3.0 cubic yard bin	21 30-gallon cans
4.0 cubic yard bin	28 30-gallon cans

These are typical dimensions and may differ on the service provider. Larger containers ~~bins~~ and/or compactors may be used as space, location, and screening provisions allow.

**Sec. 10-62. Temporary dumpsters.**

Temporary dumpsters shall be exempt from the location and screening requirements of this article and shall be removed as soon as the construction activity or event is completed. They shall be placed in a manner so as to minimize any effects on neighboring properties and may not be placed on public rights-of-ways unless specifically authorized through the issuance of a right-of-way use permit.

**Sec. 10-63. Compliance.**

- (a) Before locating or constructing any solid waste container ~~garbage can or dumpster~~ screen, approval shall be obtained from the development services department in accord with this section. In the event an application is submitted for a permit or development order relating to commercial or multifamily development, including a permit request for remodeling, repair, renovation, etc., the accompanying submittal will include a plan for solid waste container ~~garbage can and/or dumpster~~ location and screening that complies with the requirements of this article ~~section~~.
- (b) Any screen constructed in accordance with this article shall be maintained in such a manner as to ensure that it is a safe structure, and complies with all applicable life safety regulations and construction standards.
- (c) The failure to construct and thereafter, to maintain any screen as required in this section, or to comply with any order of the development services department with regard to the administration of this section, shall be punishable in accordance with the general penal provision of the New Port Richey City Code.

**Sec. 10-64. ~~Reserved.~~ Variances.**

The application of this article ~~section~~ may result in practical difficulties and unnecessary hardship in isolated cases. Therefore, where enforcement of the provisions of this article would result in unnecessary or undue hardship, this article may be varied in accord with the requirements set forth in chapter 5, section 5.03.00, Land Development Code, Appendix A (Zoning Code), New Port Richey City Code. Any variance should be such that it does not deter the principal intent of this section which is to provide for screening of solid waste containers ~~garbage facilities~~ in accord with the prescribed standards.

**Sec. 10-65. Reserved.**



**SECTION 2. Enforcement.** The provisions of this Ordinance shall be enforced as otherwise provided in the Code of Ordinances.

**SECTION 3. Solid Waste Fees.** The solid waste fees set forth in Exhibit “A” attached hereto shall be the fees to be collected for the solid waste collection services provided in this ordinance, which may be amended from time to time by the city council by resolution as provided by law.

**SECTION 4. Conflict with Other Ordinances and Codes.** All ordinances or parts of ordinances of the City of New Port Richey, Florida, in conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict.

**SECTION 5. Severability.** If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

**SECTION 6. Effective Date.** This ordinance shall take effect immediately upon its adoption as provided by law. The initial imposition of the solid waste collection service fee on each property within the city and the commencement of the collection operations of the initial solid waste collection service provider, as provided herein, shall be for solid waste collection services commencing on or after March 2, 2024.

The foregoing Ordinance was duly 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 \_\_\_\_\_, 2024, and read 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 \_\_\_\_\_, 2024.

ATTEST:

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

By: \_\_\_\_\_  
Alfred C. Davis, Mayor-Council Member

(Seal)

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

\_\_\_\_\_  
Timothy P. Driscoll, City Attorney CA Approved 2-1-24

**EXHIBIT A**

FY2023-2024 SOLID WASTE COLLECTION FEES									
RESIDENTIAL									
Frequency	Quarterly Fee								
2/wk	\$ 59.28								
NON-RESIDENTIAL CURBSIDE									
Frequency	Monthly Fee	Fee (per occurrence)							
1/wk	\$ 26.36	\$ 16.73							
2/wk	\$ 43.08	\$ 16.73							
3/wk	\$ 65.70	\$ 16.73							
4/wk	\$ 89.09	\$ 16.73							
COMMERCIAL									
		Monthly Collection Fee							
		Frequency							
Dumpster Size	1/wk	2/wk	3/wk	4/wk	5/wk	6/wk	Second Container Delivery/Removal Fee (Extra Lift Fee will also apply)	Extra Pick- Up/Lift Fee (per occurrence)	
2 yards	\$ 43.45	\$ 86.90	\$ 128.12	\$ 151.51	\$ 173.46	\$ 218.56	\$ 167.25	\$ 26.69	
4 yards	\$ 79.18	\$ 158.35	\$ 237.52	\$ 316.69	\$ 331.66	\$ 371.46	\$ 167.25	\$ 53.39	
6 yards	\$ 103.27	\$ 206.54	\$ 309.81	\$ 413.07	\$ 435.85	\$ 479.44	\$ 167.25	\$ 80.08	
8 yards	\$ 119.73	\$ 239.47	\$ 359.20	\$ 478.94	\$ 523.25	\$ 627.89	\$ 167.25	\$ 106.77	



# 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, CMC, City Clerk  
**DATE:** 2/6/2024  
**RE:** Board Re-Appointment: Marilyn deChant, Land Development Review Board

**REQUEST:**

The request is for City Council to approve the re-appointment of Marilyn deChant as first alternate to the Land Development Review Board.

**DISCUSSION:**

Marilynn deChant has been a member of the Land Development Review Board since 2020. Her current term expired on November 17, 2023 therefore she has submitted her application for re-appointment to the Board. If approved, Mrs. deChant's term will be for three years and will be up for renewal on February 6, 2027. Staff has verified that Mrs. deChant meets the requirements set forth in the City's Code to serve on this board.

**RECOMMENDATION:**

Staff recommends that City Council approve the re-appointment of Marilyn deChant as first alternate 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 - Marilyn deChant	Backup Material
❑ Updated Land Development Review Board Roster	Backup Material



## City Board and Committee Re-Appointment Application

I, Marilynn deChant do hereby submit my request for re-appointment to the:

- ☐ Cultural Affairs Committee (term length 2 years)
- ☐ Environmental Committee (term length 2 years)
- ☐ Firefighters Pension Board (term length 4 years)
- ☐ Historic Preservation Board (term length 2 or 3 years depending on appointment)
- ☒ Land Development Review Board (term length 3 years)
- ☐ Library Advisory Board (term length 3 years)
- ☐ Parks and Recreation Advisory Board (term length 3 years)
- ☐ Police Pension Board (term length 4 years)

By signing this application, I certify that I meet the requirements set forth in the ordinance that governs the respected board or committee that I am a member of.

Marilynn deChant  
Signature

Jan. 15, 2024  
Date

Marilynn deChant  
Printed Name

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 continuing to volunteer 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.

FOR INTERNAL USE ONLY

DATE CURRENT TERM EXPIRES/EXPIRED: 11/17/23



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

---

(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. Donald Ivan Cadle, Jr.**

**04/06/2026**

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)

**2. John R. Grey**

**09/01/2026**

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)

**3. Daniel Maysilles**

**09/01/2026**

6134 Oakridge Avenue  
New Port Richey, FL 34653  
(h) 727-848-6315  
(c) 727-514-3234  
[gatorx1@msn.com](mailto:gatorx1@msn.com)

**4 Louis I. Parrillo**

**05/06/2026**

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

**5. Robert (Bob) Smallwood**

**07/05/2025**

7124 Meighan Ct.  
New Port Richey, FL 34652  
(C) 267-5863  
[Smallwood.bob@gmail.com](mailto:Smallwood.bob@gmail.com)

**6. Beverly Barnett**

7327 Burns Point Circle  
New Port Richey, FL 34652  
(h) 727-845-0864 (w) 727-841-6878  
[beverlybarnettlaw@gmail.com](mailto:beverlybarnettlaw@gmail.com)

**06/01/2024**

**7. Allan Safranek, III**

5431 Foley Square  
New Port Richey, FL 34652  
(h) 727-992-1292  
[allan3@tampabay.rr.com](mailto:allan3@tampabay.rr.com)

**07/08/2024**

**Alternates:**

**1. Marilyn deChant**

6119 Illinois Avenue  
New Port Richey, FL 34653  
727-849-1626  
[mdechant@tampabay.rr.com](mailto:mdechant@tampabay.rr.com)

**02/06/2027**

**2 Open**

**Staff Liaison: TBD**

**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 fulfil 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)





# NEW PORT RICHEY

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

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

**FROM:** Andre Julien, Director for Parks and Recreation

**DATE:** 2/6/2024

**RE:** 2024 Chasco Fiesta Alcohol Beverage Special Event Application and Car Show Wet Zone Request

## REQUEST:

The request before the City Council is to review the Alcoholic Beverage Special Event Applications for beer and wine to be sold in Sims Park for the Chasco Fiesta during the festival dates in March 2024 and to allow for an extended "wet zone" for the Chasco Car Show to be held on Sunday, March 17th, 2024.

## DISCUSSION:

The Special Events Team met to review the Alcoholic Beverage Special Event Application for Chasco Fiesta at their regular meeting on January 9th, 2024. Chasco Fiesta intends to sell beer and wine in Sims Park on the following days and times:

Friday, March 15th 5pm to 11pm  
Saturday, March 16th 1pm to 11pm  
Sunday, March 17th 1pm to 9pm  
Monday, March 18th 5pm to 11pm  
Tuesday, March 19th 5pm to 11pm  
Wednesday, March 20th 5pm to 11pm  
Thursday, March 21st 5pm to 11pm  
Friday, March 22nd 5pm to 11pm  
Saturday, March 23rd 1pm to 11pm

Incidentally, a site map denoting the locations where beer and wine will be sold is attached.

Additionally, the Special Events Team met to review the Chasco Car Show Special Event Application which was approved by the S.E.T. Team on Tuesday, January 23rd, 2024. The event will be held in downtown New Port Richey and span the areas identified in the site map included in the application packet. The Chasco Car Show does not plan to sell alcoholic beverages and only requests to create a "wet-zone" so that attendees can purchase and consume beer or wine from local businesses while attending the Chasco Car Show. The consumption of beer and wine will occur between the hours of 11am and 4pm on March 17th, 2024.

## RECOMMENDATION:

The recommendation before the City Council is to approve the Alcoholic Beverage Special Event Application for Chasco Fiesta in Sims Park and also approve the request to extend the "wet-zone" for the Chasco Car Show on Sunday, March 17th, 2024.

## BUDGET/FISCAL IMPACT:

No impact

## ATTACHMENTS:

Description

Type

▣	2024 Chasco Fiesta Special Event Application	Backup Material
▣	Chasco Fiesta Sims Park Site Map	Backup Material
▣	Chasco Fiesta Alcoholic Beverage Special Event Application 3/15 - 3/17	Backup Material
▣	Chasco Fiesta Alcoholic Beverage Special Event Application 3/18 - 3/20	Backup Material
▣	Chasco Fiesta Alcoholic Beverage Special Event Application 3/21 - 3/23	Backup Material
▣	DBPR-ABT Three Day Permits	Backup Material
▣	Chasco Car Show Site Plan	Backup Material
▣	Chasco Car Show Wet Zone Site Plan	Backup Material



## City of New Port Richey Recreation & Aquatic Center **MAJOR EVENT** Application

\*Major events are defined as events that could include one or more of the following: events that last more than 72 hours, have an anticipated attendance of more than 1,000 or will significantly impact public streets, right of ways or public areas. All applications must be submitted at least 45 days prior to the event, but no more than 12 months before the event.

\*Permit Fee – Major Events: \$500.00

\*Permit Fee – Road Closure / With Parade: \$238.00

\* Do not advertise our event until you receive an approved event permit.

City of New Port Richey  
Parks and Recreation Department  
6630 Van Buren Street  
New Port Richey, FL 34653

### **APPLICANT**

Name of Applicant: Anissa Reveron

Title (if applicable): Executive Director

Name of Organization: Chasco Fiesta Inc.

Is your organization tax exempt? ☐ Yes ☐ No If yes, please attach documentation.

Is your organization a non-profit? ☐ Yes ☐ No If yes, please attach documentation.

Mailing Address: 5443 Main Street

Street Address

New Port Richey FL 34652  
City State Zip Code

Phone: (727) 777-5446 (727) 267-0691  
Daytime Phone Cell Phone

Email: edirector@chascofiesta.com

**EVENT**Name of Event: Chasco Fiesta

Description of Event (Include purpose):

9 Day Festival with live music each night, food and other vendorsLocation of Event: Downtown New Port Richey-Sims ParkEvent/Organization Web Address: www.chascofiesta.com

Event Date(s) &amp; Time(s):

Date	Day of the Week	Start Time	End Time
3/15/2024	Friday	4 PM	11 PM
3/16/2024	Saturday	10 AM	11PM
3/17/2024	Sunday	10AM	10PM
3/18/2024	Monday	5PM	10PM
3/19/2024	Tuesday	5PM	10PM
3/20/2024	Wednesday	5PM	10PM
3/21/2024	Thursday	5PM	10PM
3/22/2024	Friday	10AM	11PM
3/23/2024	Saturday	10AM	11PM

Setup Date(s): 3/12/24 - 3/15/24Setup Time(s): 8:00am to 6:00pmCleanup Date(s) 3/23/24 - 3/25/24

Cleanup Time(s): 7am to 5pm

Will this be an annual event? ☒ Yes ☐ No If yes, next year's date(s) \_\_\_\_\_

**EVENT LOGISTICS**

1. Estimated Attendance (Includes event crew, participants, and spectators):

60,000

This Year

60,000

Last year

Maximum number at peak time: 8,000

2. Will alcohol be served or sold? Served ☐ Sold ☒ No Alcohol ☐

3. Approximate number of food vendors: 10

\*Event promoter is responsible for obtaining copies of all licenses and insurance from each vendor and providing the same to the City. All vendors must be listed on the site plan.

4. Approximate number of all other vendors along with type i.e. crafts, sponsors, informational

\*May need to provide copy of certificate of insurance in a form acceptable to the City for each vendor:

approx. 150 over the course of the 9 days.

5. Will electricity be required?: ☒ Yes ☐ No Source city and temp poles, subpanels

Location of electricity 2 temp poles to be installed by Duke energy

\*City electric is available around the Sims Park Circle, panel box near the river, and the North and South side of Orange Lake. If an event requires additional locations, the event must provide an alternative.

6. List event equipment (Include things such as seating, tents, booths, and trucks. These should all be listed on site map as well.) \_\_\_\_\_

10 x 10 and 10 x 20 vendor tents, food trucks, storage trailers, music concert chairs

7. List entertainment type (bands, DJ, dancers, clowns, etc.): \_\_\_\_\_

9 nights of live music on stage, Native american pow wow enteertainment, Dj's and MC

8. List dates and times of music and/or amplified sound: \_\_\_\_\_

3/15/24 thru 3/23/24 5pm to 11pm

9. Will private security be provided? \_\_\_\_\_

☒ Yes ☐ No

If yes, list organization: TBA

10. Will portable restrooms be used? ☒ Yes ☐ No

If yes answer the following and list on site plan:

How many: 55 Installation Date: 3/14/24 Removal Date: 3/24/24

11. Event holders are responsible for trash removal, and must provide their own dumpsters.

Please list your plan. JD Parker will handle all trash removal and dumpsters,

grease removal to be handles by griffin industries

Will dumpsters be used? ☒ Yes ☐ No

If yes please include on site plan and answer the following:

How many: 3 Sizes: 30

Installation Date: 3/14/24 Removal Date: 3/24/24

12. Please list any admission charges, donations, parking, registration or other fee and how much.

Park Entry fee \$5 on 3/17, 3/19-3/23

Must hold concert ticket for 3/15&16 and 3/18 is free day



13. Does the Event Require Street Closures?

☒ Yes

☐ No

If yes complete the following:

Date(s) of street closure: Begin 3/22/24 End 3/23/24

Time of street closure: Begin \_\_\_\_\_ End \_\_\_\_\_

List street(s) to be closed: See Attached  
Car show and Street parade

\*A letter must be delivered to all residents that will be directly impacted by a road closure. Attach letter along with addresses to this application.

14. Will there be a parade? ☒ Yes ☐ No

If yes complete the following:

Street(s) that will be utilized for parade route: \_\_\_\_\_

Please see special application for Street Parade submitted and attached

Time assembly to begin:	<u>10:00am</u>
Time parade starts:	<u>1:00pm</u>
Total number of units in parade:	<u>140</u>
Number of people in the parade:	<u>3,000</u>
Number of vehicles in the parade:	<u>90</u>
Number of animals in parade:	<u>30</u>
Number of floats:	<u>50</u>
Number of bands:	<u>10</u>

\*Attach parade route map to application.

15. Will there be a running/walking/biking/water Event? ☒ Yes ☐ No

If yes answer the following:

Time assembly to begin: TBA

Time event starts: \_\_\_\_\_

Estimated ending time: \_\_\_\_\_

Event will be conducted on ☒ Streets ☒ Sidewalks ☐ Body of water

\*Attach route map to application

16. Will a City dock be used for the event? ☒ Yes ☐ No

If yes, hours of use: 7:00am - 4:00pm

Location of dock: City of New Port Richey Boat Dock on River RD

List vendors who will use the dock: none

\*Any dock used for the event will need to remain open to the public during the event.

17. Please check the additional facilities/Areas you plan on using.

☒ Pavilion(s)

☒ Orange Lake

☒ Amphitheatre (requires an additional rental fee)

☒ Peace Hall (requires an additional rental fee)



What is your Organization doing to fund or support Activities within the local Community?

Chasco Fiesta is the host of the 9 day festival which gives non profits  
the opportunity to raise money for their cause or organization.

What Groups or Individuals received financial or other support from your Group in the past year?

See Above

As the applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the event policy and procedure manual, the resolution and City ordinance pertaining to Special Events, the event rules, guidelines, requirements, for tents and all policies, rules, regulations, and code provisions of the City of New Port Richey. I understand that any violations may result in immediate cancellation and revocation of the Event Permit. I further certify that all facts contained in this request are accurate.

For events on public property, I agree to obtain and furnish the City of New Port Richey with a certificate of general liability insurance in the amount of \$1,000,000.00 or greater as deemed by the City Risk Manager. The insurance must name the City of New Port Richey as an additional insured.

I understand incomplete applications or any outstanding financial obligations with any department within the City of New Port Richey may result in a denial of my request.

Print Name of Applicant or Authorized Representative: Anissa Reveron

Signature of Applicant or Authorized Representative: \_\_\_\_\_

Date: 9/22/23

Subscribed and sworn to before me this 22nd day of September, 2023  
Who is personally known to me and/or produced a Florida License as  
identification.

STATE OF FLORIDA, COUNTY OF PASCO

Notary Public: \_\_\_\_\_



VASILIKI BIKAKIS  
Commission # HH 416340  
Expires June 29, 2027

My Commission expires: \_\_\_\_\_

## Authorization for Applicant's Representative(s)

I Chasco Fiesta Inc., applicant, hereby  
authorize Anissa Reveron to act as my representative(s)  
in all matters pertaining to the processing and approval of this application, including modifying  
the project. I agree to be bound by all representatives and agreements made by the designated  
representative.

Signature of Applicant(s): 

Date: 9/22/23

Subscribed and sworn to before me this 22<sup>nd</sup> day of September, 20 23  
Who is personally known to me and/or produced a Florida license as  
identification.

STATE OF FLORIDA, PASCO COUNTY

Notary Public: 

My Commission expires:



VASILIKI BIKAKIS  
Commission # HH 416340  
Expires June 29, 2027

# Hold Harmless Agreement

I **Chasco Fiesta Inc.**, agree to protect the City of New Port Richey, Florida against all losses arising out of claims, in connection with the  
2024 CHASCO FIESTA

Without limiting the generality of the foregoing, and all workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The

Further agrees to investigate, handle, respond to, provide defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims etc.) is groundless, false or fraudulent.

In any case in which such indemnification would violate any applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees.

## Certification:

I **Anissa Reveron** do certify that I am **Executive Director**  
of **Chasco Fiesta Inc.**,  
and that I am authorized to issue this hold harmless agreement; and that this hold harmless agreement is defined as an insured contract under a commercial general liability insurance policy currently in effect for the entity/organization.

Signature of applicant: \_\_\_\_\_

Date: 9/22/23

STATE OF FLORIDA, COUNTY OF PASCO

Notary Public \_\_\_\_\_

My Commission Expires: 06/29/2027



VASILIKI BIKAKIS  
Commission # HH 416340  
Expires June 29, 2027

Page 10 of

**2023 Chasco Fiesta Steering Committee Members**

<b><u>FIRST</u></b>	<b><u>LAST</u></b>	<b><u>POSITION</u></b>	<b><u>ADDRESS</u></b>	<b><u>CITY</u></b>	<b><u>ST</u></b>	<b><u>ZIP</u></b>	<b><u>PHONE</u></b>
		EXECUTIVE DIRECTOR					
CAMI	AUSTIN	CHAIR	5443 MAIN ST	NEW PORT RICHEY	FL	34668	727-243-5157
CHUCK	GREY	VICE CHAIR	5443 MAIN ST	NEW PORT RICHEY	FL	34652	727-514-9020
PETER	ALTMAN	TREASURER	5919 MAIN ST	NEW PORT RICHEY	FL	34652	727-992-9801
KURT	CONOVER	SPONSORSHIP	5443 MAIN ST	NEW PORT RICHEY	FL	34652	727-247-2375
GARY	GANN	ENTERTAINMENT	5721 GRAND BLVD	NEW PORT RICHEY	FL	34652	727-207-3491
MARK	EWALD	SECURITY	5443 MAIN ST	NEW PORT RICHEY	FL	34652	727-457-3982
AL	RENEDO	LOGISTICS	5500 RivadelPlace	NEW PORT RICHEY	FL	34652	727-735-4672
ARLENE	BROCK	HOSPITALITY	6121 MASSACHUSETTS AVE	NEW PORT RICHEY	FL	34652	727-992-6811
TINA	O'DANIELS	VOLUNTEERS	3149 CHALON ST	NEW PORT RICHEY	FL	34652	727-809-1816
DEBRA	GOLINSKI	HOSPITALITY	4443 ROWAN RD	NEW PORT RICHEY	FL	34652	727-834-5479
ANGEL	COOK	PARADES/EVENTS	5443 MAIN ST	NEW PORT RICHEY	FL	34652	727-457-4849
JUDITH	KOUTSOS	HOSPITALITY					

**APPENDIX A**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Cothron Group 1540 International Pkwy Suite 2000 Lake Mary FL 32746	<b>CONTACT NAME:</b> Sandy Talbot <b>PHONE (A/C, No, Ext):</b> (407) 536-5326 <b>E-MAIL ADDRESS:</b> sandy@tcg-ip.com <b>FAX (A/C, No):</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Alliance of Nonprofits for Insurance <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b> <b>NAIC #</b> #10023
<b>INSURED</b> Chasco Fiesta, Inc. 5636 Grand Blvd., Ste. A New Port Richey, FL 34652	

**COVERAGES****CERTIFICATE NUMBER:** CL2321301421**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		2023-77286	02/13/2023	02/13/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>DIRECTORS &amp; OFFICERS</b>		2023-77286	02/13/2023	02/13/2024	Each Wrongful Act \$ 1,000,000 Annual Aggregate \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

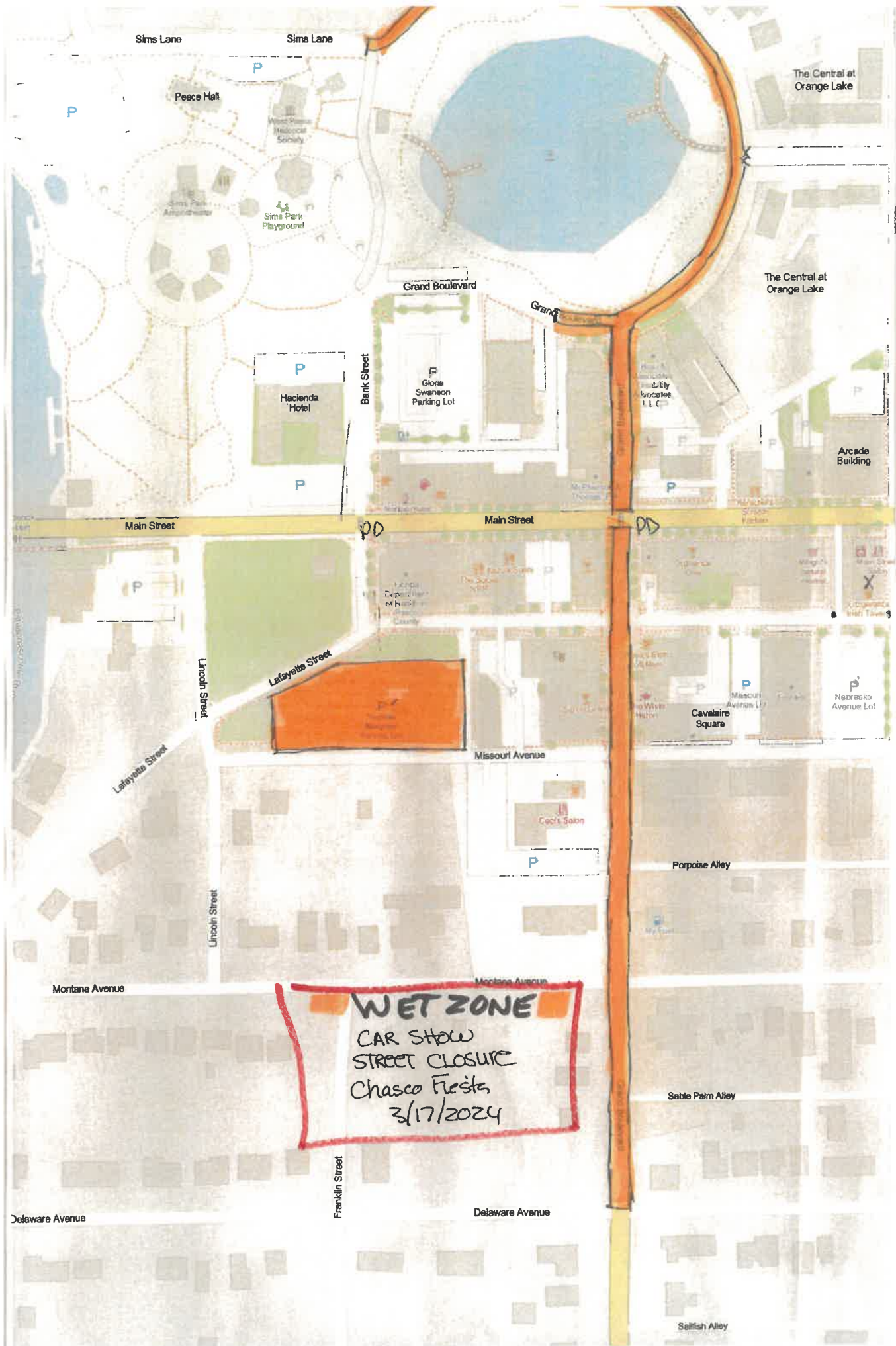
GL Policy has blanket additional insured coverage when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

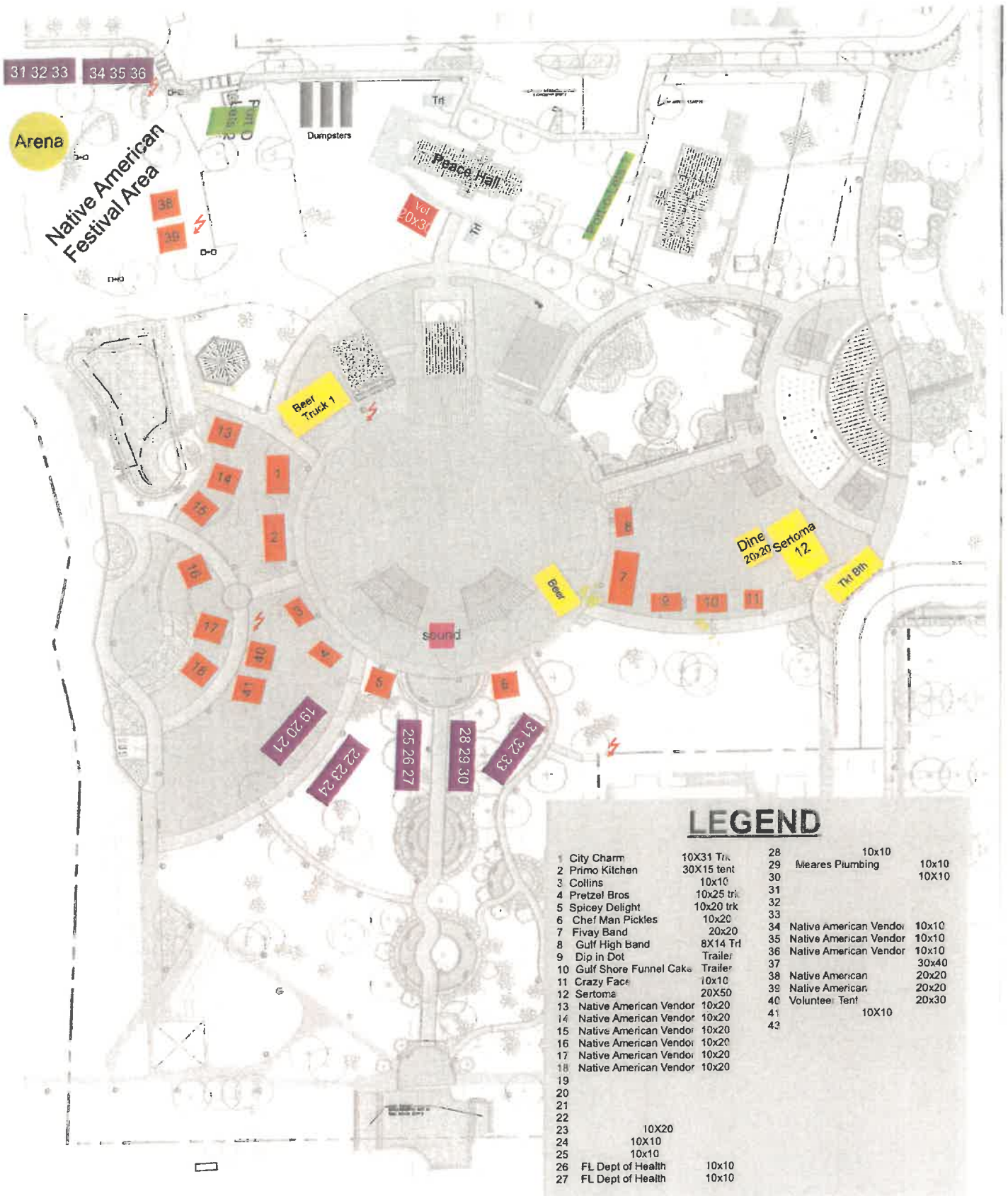
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Not To Scale  
Sept 28, 2023

**Port-o-Lets 1:**  
18 Port-o-potty's  
6 Handicap  
10 Wash areas

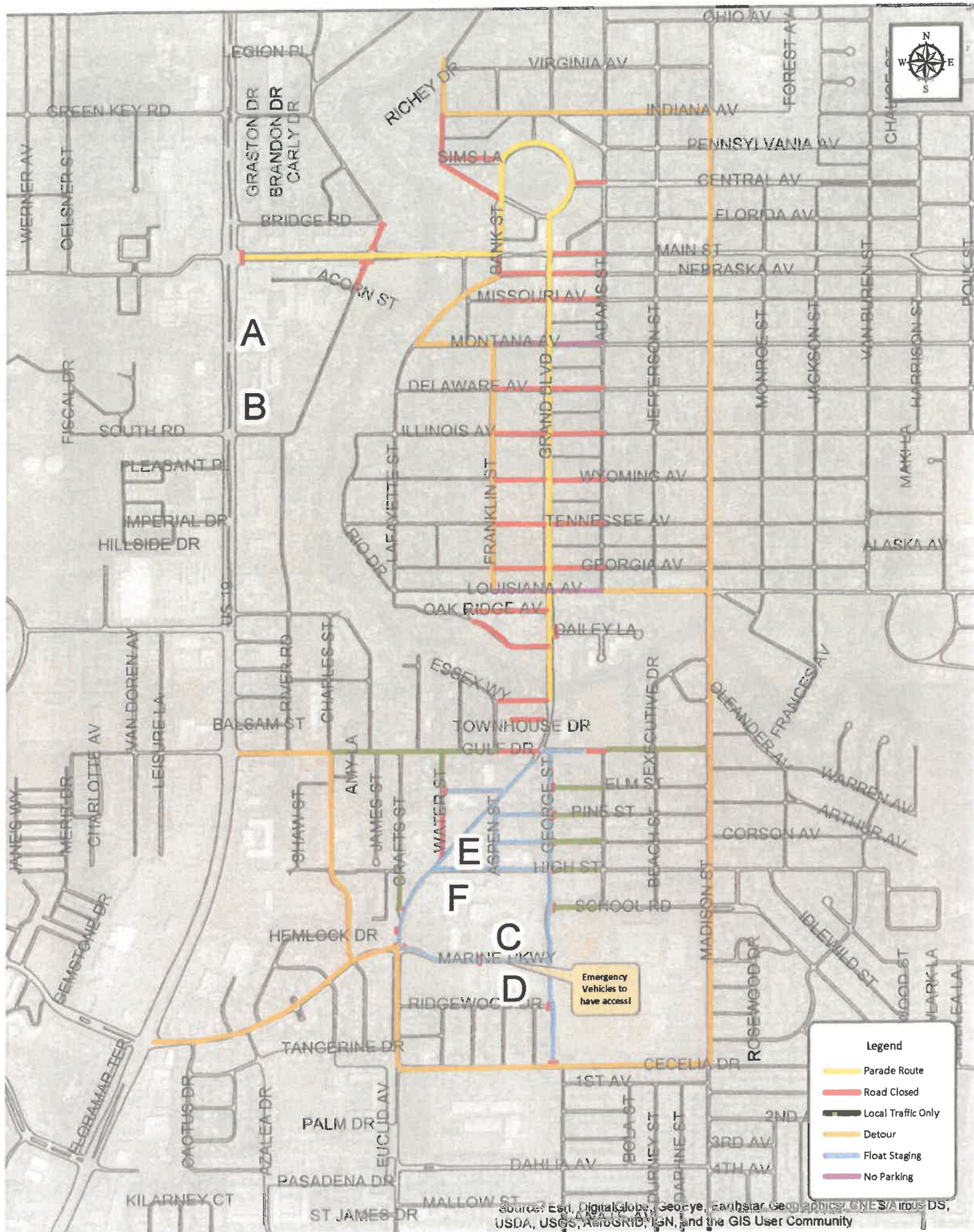
**Port-o-Lets 2:**  
2 Port-o-potty's  
2 Handicap  
1 Wash area



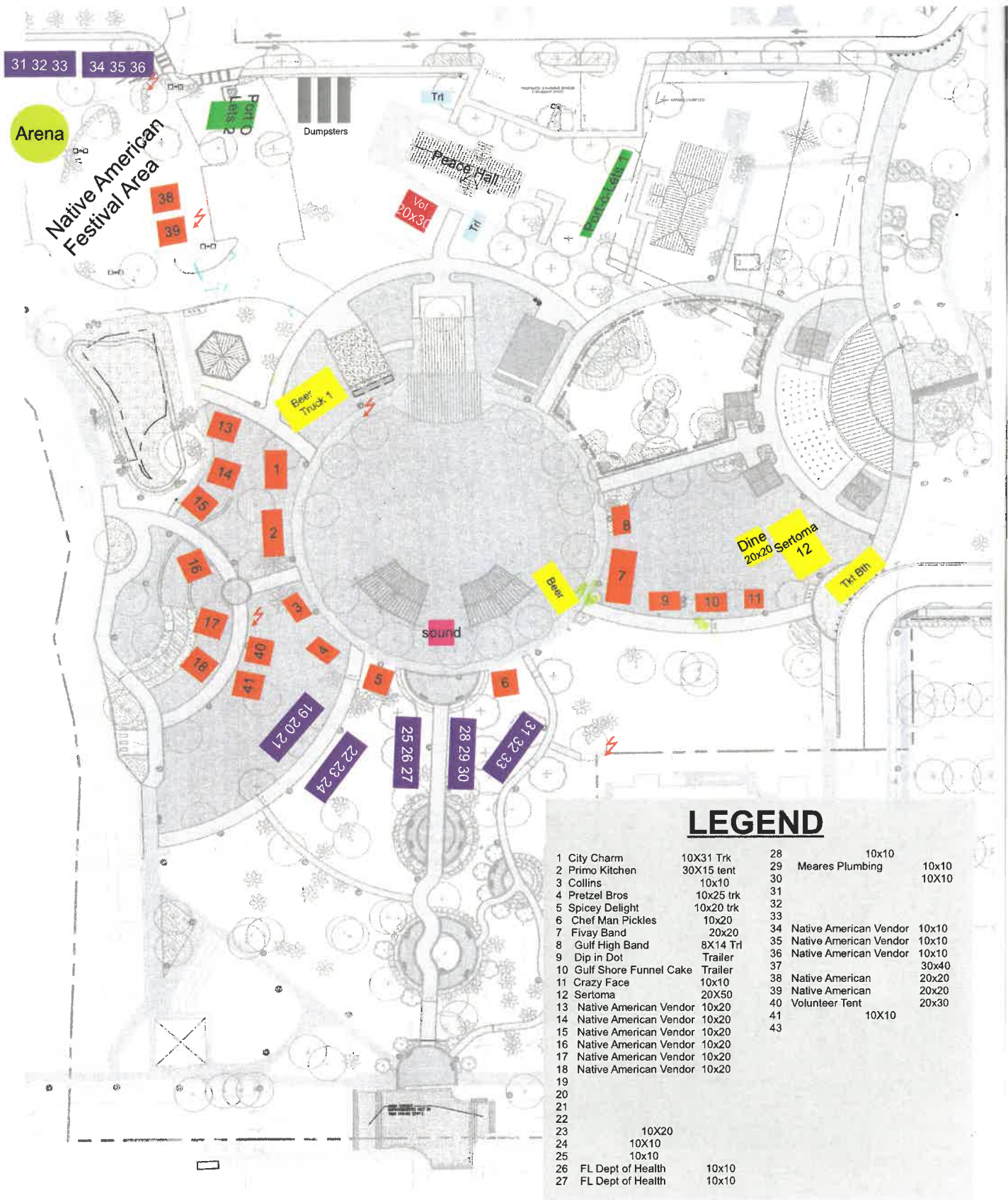
2024 Chasco Fencing



# Parade Route, Closures, & Detours







Not To Scale

**Port-o-Lets 1:**

- 18 Port-o-potty's
- 6 Handicap
- 10 Wash areas

**Port-o-Lets 2:**

- 2 Port-o-potty's
- 2 Handicap
- 1 Wash area



## ALCOHOLIC BEVERAGE SPECIAL EVENT PERMIT APPLICATION

City of New Port Richey  
Development Department  
City Hall, 5919 Main Street, 1<sup>st</sup> Floor  
New Port Richey, FL 34652  
Phone (727) 853-1039 Fax (727) 853-1052

CASE # \_\_\_\_\_  
SET Date: Tues. January 23, 24  
Council Date: \_\_\_\_\_  
Date Received: \_\_\_\_\_

**\* Please print legibly or use fillable form \***

- ☐ Submit original signed and notarized application
- ☐ Submit \$300 application fee
- ☐ Submit at least 45 days prior to the proposed special event
- ☐ Submit with separate Special Event application (Case # \_\_\_\_\_)

### ABSEP GENERAL INFORMATION:

Name of Event: Chasco Fiesta  
Date(s) of Event: March 15 2024 thru March 17 2024 (Limited to three days for alcohol sales)  
Location of Event: Sims Park With the addition of a Wet-Zone March 17, during CAR SHOW on Grand Blvd. & Circle Blvd  
Applicant: Chasco Fiesta Inc.  
Mailing Address: 5443 Main Street New Port Richey FL 34652  
(Street, City, State, Zip Code)  
Daytime Phone Number: 727-777-5446 Fax Number: \_\_\_\_\_  
Email or Alternate Contact Information: edirector@chascofiesta.com  
Authorized Person in Charge: Anissa Reveron  
If an organization, names, addresses, phone numbers of all Officers: (may attach as addendum\_\_  
See Appendix A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Who is the PRIMARY contact for this application? Anissa Reveron

### ABSEP SUBMITTAL REQUIREMENTS:

List Alcohol to be Sold: Beer And Wine  
(Limited to beer and wine)  
List Alcohol to be Given Away: None  
Time of Alcohol Sales: See Appendix B  
(Limited to Monday through Saturday, 12:00 noon to 11:00 p.m. and Sunday, 1:00 p.m. to 9:00 p.m.; events limited to three days in duration)  
List ABSEP applications approved for your organization this calendar year: Chasco Flesta, Sertoma Speech and Hearing  
will hold license and insurance (Limited to three permits per year, per applicant; eight per year total City-wide)

- ☐ Attach approved alcoholic beverage license from Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco (1313 N. Tampa Road, Suite 909, Tampa, 33602; 813-272-2610.)
- ☐ Attach general liability and other insurance as required by the provisions of Florida Statutes for the sale or consumption of alcoholic beverages.
- ☐ Attach IRS Tax Exemption Form 501(c)(3) or (6), if nonprofit organization.

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#### **APPLICANT'S ACKNOWLEDGEMENT OF REQUIREMENTS:**

1. Any business that obtains a permit allowing for outdoor consumption of alcoholic beverages on its premises shall provide an off-duty officer for security during all times that consumption is permitted.
2. The person responsible for conducting the event on behalf of the applicant must meet State minimum age licensing requirements and cannot have been convicted of a felony or crime involving moral turpitude. The applicant must obtain all necessary federal, state and local permits to engage in the proposed sale and/or consumption activity.
3. City Council may require any nonprofit civic organization that desires to hold an event on or in public property at which alcoholic beverages will be served, to enter into a written lease agreement and/or an indemnification agreement to indemnify and save harmless the City from any and all liability which may arise as a result of any such function and may further require any such organization to secure public liability insurance coverage from an insurance company, and in the amount acceptable to City Council, but providing coverage for each event 1) for personal injury of not less than \$1,000,000 per person and \$2,000,000 per occurrence, and 2) for property damage of not less than \$1,000,000.
4. Nonprofit civic organizations shall: 1) Have tax exempt status under Section 501(c)(3) or (6) of the 1986 IRS Code; 2) Operate an office in the City or be a nationally-recognized organization that conducted business as a nonprofit in the City; and 3) Promote or stimulate community and economic development within the City.
5. Only beer and wine shall be permitted to be served. The proposed sales and/or consumption activity must be associated with a public event. Alcoholic beverages shall be served in plastic containers only. No cans or glass containers shall be permitted.
6. Access points of the serving area shall be marked with signs notifying patrons that alcoholic beverages are not to be taken past the perimeter of the area shown on the site plan, and the applicant shall staff the entrance with as many personnel as necessary to enforce this requirement.
7. The proposed sales and/or consumption activity will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation. It will also not entail extraordinary or burdensome expense or police operation by the City. The use of alcoholic beverages is not expected to result in violence, crime or disorderly conduct.
8. The consumption and possession of alcoholic beverages upon a public street may be permitted as part of a special event subject to other conditions. No permits will be issued for special events within any City park except Sims Park or Orange Lake Park.
9. The sale, possession and consumption of alcoholic beverages shall be confined to designated and secured areas. The perimeter of the designated area shall be secured for the entire event. It is unlawful for any person to carry alcoholic beverages into the secured areas. Any person violating this shall be subject to ejection and arrest.
10. No person under the age of 21 shall be permitted to possess, consume or distribute any alcoholic beverages at the permitted event. After displaying the proper proof of legal age, the person wishing to purchase, possess or consume alcohol shall receive a wristband from the applicant (or agent) which shall be attached to his/her wrist and worn at all times of possession/consumption.
11. Hours of sales and/or consumption shall be limited to Monday through Saturday, noon to 11:00 p.m., and Sunday, 1:00 to 9:00 p.m. The applicant shall be responsible for enforcing the hours of operation and shall be liable for the failure to enforce.
12. The applicant shall pay all costs of police and other City services attributable to the sale or consumption of alcohol during the activity. For events at Sims Park, City Council may require an off-duty officer stationed at the playground, at the applicant's expense.
13. The applicant understands that the event must meet or exceed all applicable codes, laws and regulations.

#### **ATTENDANCE AT MEETINGS:**

City of New Port Richey – Alcoholic Beverage Special Event Permit Application- Page 2 of 4 – [March 20, 2017](#) July 16,

2009





The applicant or applicant's representative needs to be present at the SET and City Council meetings.

**AUTHORIZATION FOR OWNER'S REPRESENTATIVE(S):**

I \_\_\_\_\_, the **applicant**, hereby **authorize** \_\_\_\_\_ **to act as my representative(s)** in all matters pertaining to the processing and approval of this application, including modifying the project. I agree to be bound by all representations and agreements made by the designated representative.

Signature of Applicant(s): \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
who is personally known to me and/or produced \_\_\_\_\_ as identification.

STATE OF FLORIDA, COUNTY OF PASCO

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**APPLICANT'S AFFIDAVIT:**

I **Anissa Reveron**, **applicant or authorized representative**, have read and understand the contents of this application. The information contained in this application, attached exhibits and other information submitted is complete and in all aspects true and correct, to the best of my knowledge.

Signature of Applicant: \_\_\_\_\_

Date: 9/26/23

Subscribed and sworn to before me this 26<sup>th</sup> day of September, 2023  
who is personally known to me and/or produced \_\_\_\_\_ as identification.

STATE OF FLORIDA, COUNTY OF PASCO

Notary Public \_\_\_\_\_



**VASILIKI BIKAKIS**  
Commission # HH 416340  
Expires June 29, 2027

My Commission Expires: \_\_\_\_\_





**FOR STAFF USE ONLY:**

- ☐ Date completed application received \_\_\_\_\_
- ☐ Application fee paid

\_\_\_\_\_ Cash

\_\_\_\_\_ Check #

- ☐ Approval from Business and Professional Regulation
- ☐ General liability or other insurance attached
- ☐ No more than three approvals for this applicant verified
- ☐ SET meeting date \_\_\_\_\_
- ☐ City Council approval date \_\_\_\_\_



# 2023 Chasco Fiesta Steering Committee Members

<u>FIRST</u>	<u>LAST</u>	<u>POSITION</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>ST</u>	<u>ZIP</u>	<u>PHONE</u>
		EXECUTIVE DIRECTOR					
CAMI	AUSTIN	CHAIR	5443 MAIN ST	NEW PORT RICHEY	FL	34668	727-243-5157
CHUCK	GREY	VICE CHAIR	5443 MAIN ST	NEW PORT RICHEY	FL	34652	727-514-9020
PETER	ALTMAN	TREASURER	5919 MAIN ST	NEW PORT RICHEY	FL	34652	727-992-9801
KURT	CONOVER	SPONSORSHIP	5443 MAIN ST	NEW PORT RICHEY	FL	34652	727-247-2375
GARY	GANN	ENTERTAINMENT	5721 GRAND BLVD	NEW PORT RICHEY	FL	34652	727-207-3491
MARK	EWALD	SECURITY	5443 MAIN ST	NEW PORT RICHEY	FL	34652	727-457-3982
AL	RENEDO	LOGISTICS	5500 RivadelPlace	NEW PORT RICHEY	FL	34652	727-735-4672
ARLENE	BROCK	HOSPITALITY	6121 MASSACHUSETTS AVE	NEW PORT RICHEY	FL	34652	727-992-6811
TINA	O'DANIELS	VOLUNTEERS	3149 CHALON ST	NEW PORT RICHEY	FL	34652	727-809-1816
DEBRA	GOLINSKI	HOSPITALITY	4443 ROWAN RD	NEW PORT RICHEY	FL	34652	727-834-5479
ANGEL	COOK	PARADES/EVENTS	5443 MAIN ST	NEW PORT RICHEY	FL	34652	727-457-4849
JUDITH	KOUTSOS	HOSPITALITY					

## APPENDIX A



# Alcohol Beverage Application

## Appendix B

### Times

Friday 3/15/2024 5:00 PM - 11:00 PM

Saturday 3/16/2024 1:00 - PM 11:00 PM

Sunday 3/17/2024 1:00 - PM 9:00 PM - *Special Wet-Zone*

Monday 3/18/2024 5:00 PM - 11:00 PM

Tuesday 3/19/2024 5:00 PM - 11:00 PM

Wednesday 3/20/2024 5:00 PM - 11:00 PM

Thursday 3/21/2024 5:00 PM - 11:00 PM

Friday 3/22/2024 4:00 PM 11:00 PM

Saturday 3/23/2024 1:00 PM 11:00 PM





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Cothron Group 1540 International Pkwy Suite 2000 Lake Mary FL 32746	<b>CONTACT NAME:</b> Sandy Talbot <b>PHONE (A/C, No, Ext):</b> (407) 536-5326 <b>E-MAIL ADDRESS:</b> sandy@tcg-lp.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Alliance of Nonprofits for Insurance <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>FAX (A/C, No):</b> <b>NAIC #</b> # 10023
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**COVERAGES****CERTIFICATE NUMBER:** CL2321301421**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			2023-77286	02/13/2023	02/13/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						
A	<b>DIRECTORS &amp; OFFICERS</b>			2023-77286	02/13/2023	02/13/2024	Each Wrongful Act \$ 1,000,000 Annual Aggregate \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

GL Policy has blanket additional insured coverage when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

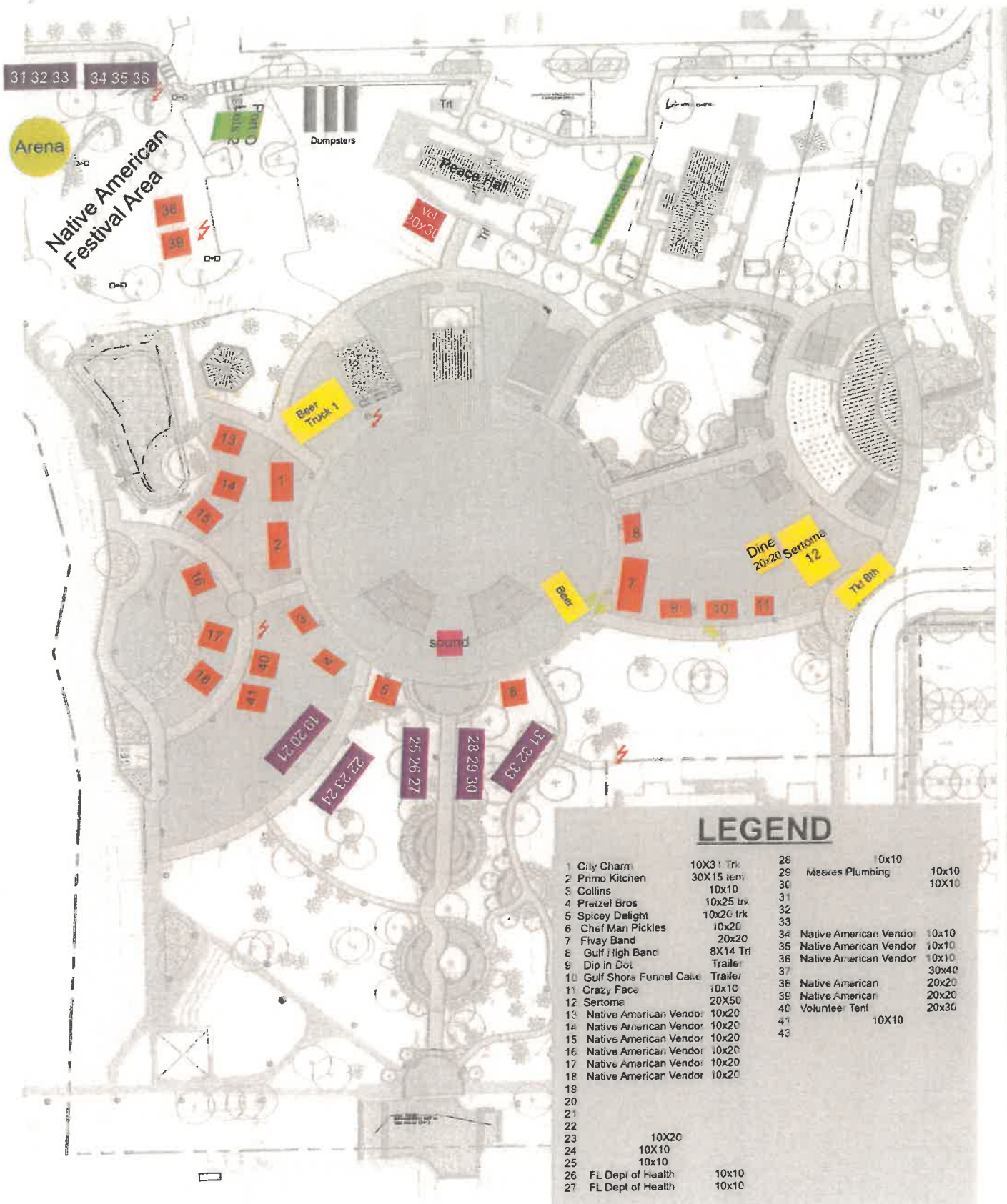
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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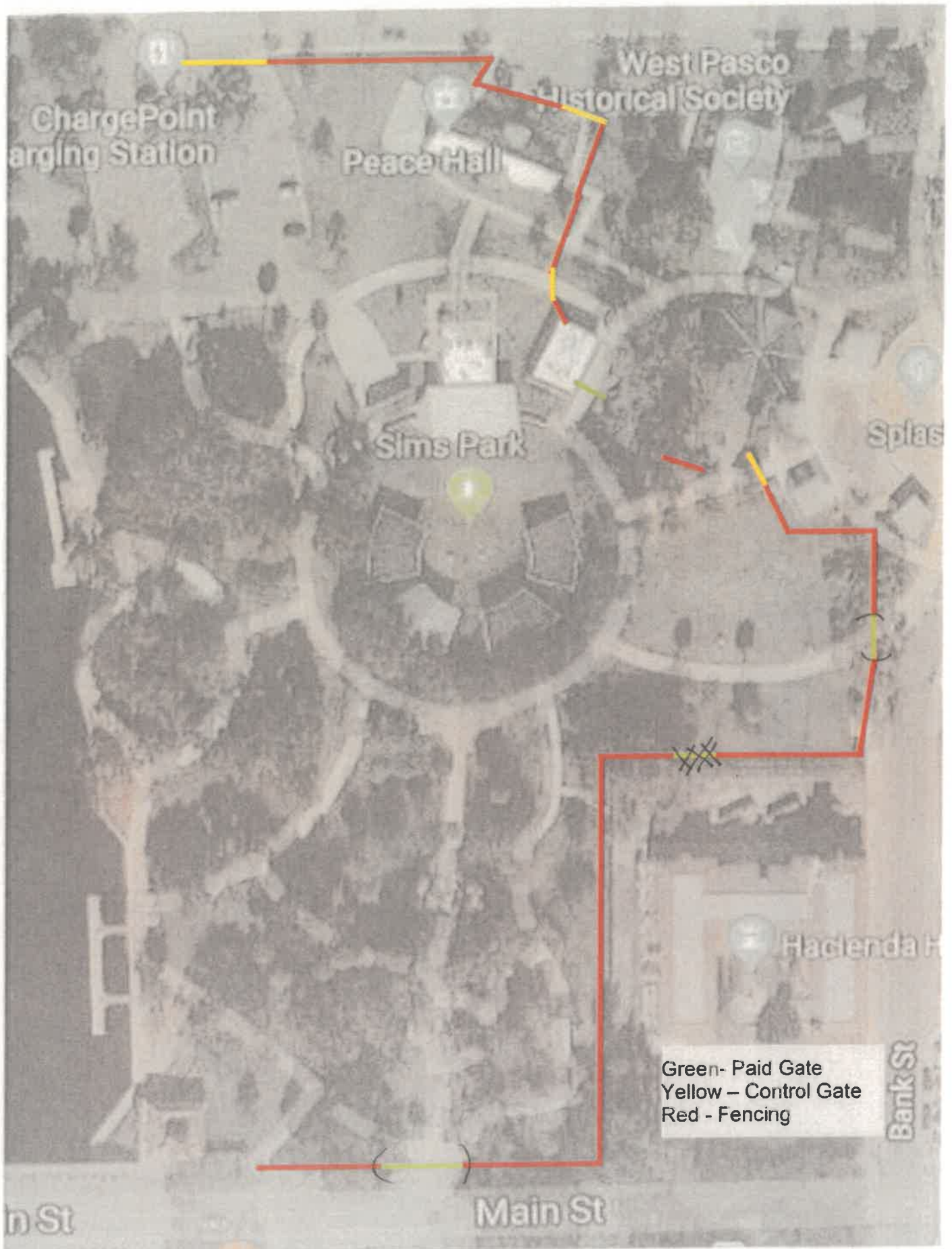
Not To Scale  
Sept 28, 2023

**Port-o-Lets 1:**  
18 Port-o-potty's  
6 Handicap  
10 Wash areas

**Port-o-Lets 2:**  
2 Port-o-potty's  
2 Handicap  
1 Wash area



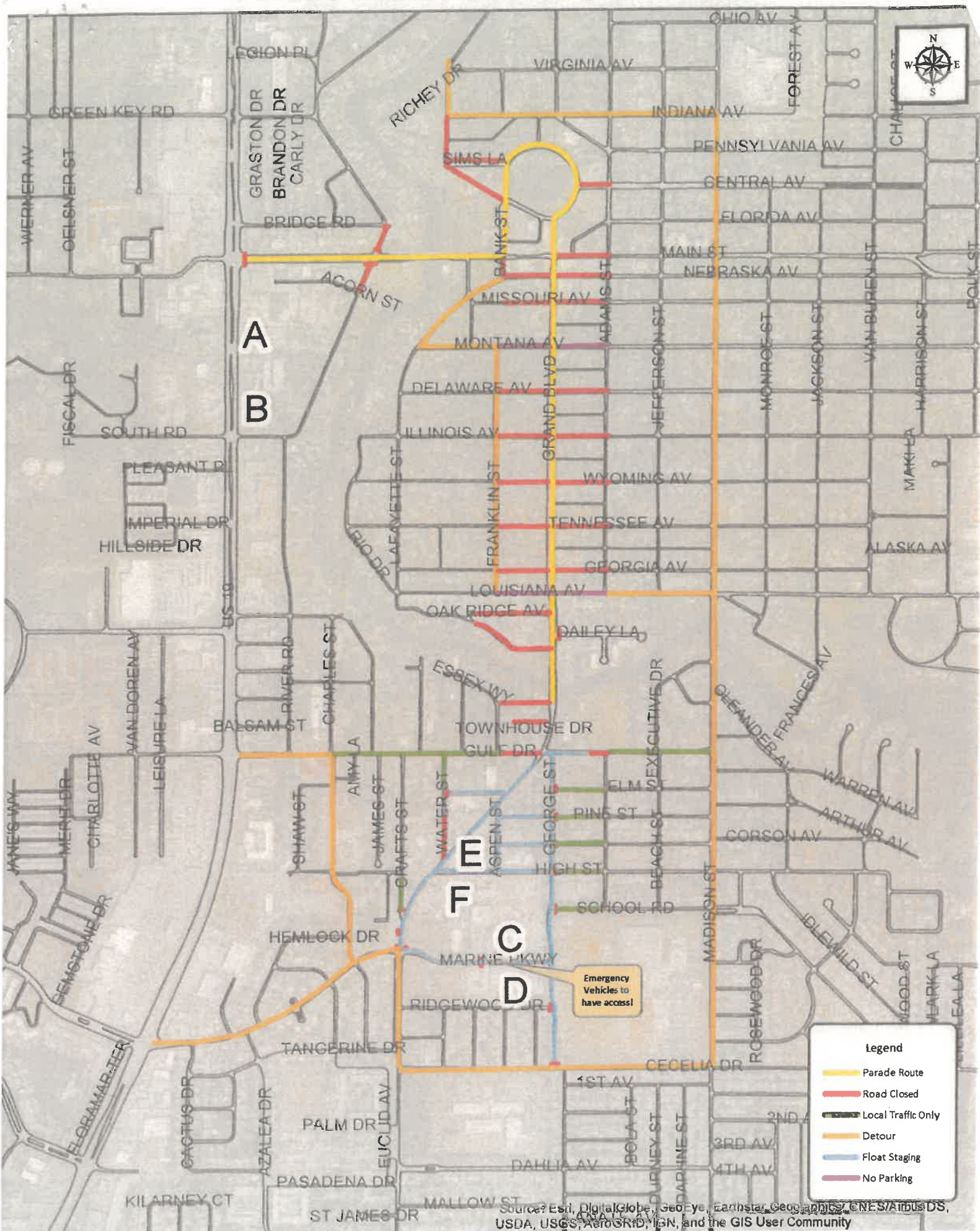
## 2024 Chasco Fencing







# Parade Route, Closures, & Detours















## City of New Port Richey Recreation & Aquatic Center **MAJOR EVENT** Application

\*Major events are defined as events that could include one or more of the following: events that last more than 72 hours, have an anticipated attendance of more than 1,000 or will significantly impact public streets, right of ways or public areas. All applications must be submitted at least 45 days prior to the event, but no more than 12 months before the event.

\*Permit Fee – Major Events: \$500.00

\*Permit Fee – Road Closure / With Parade: \$238.00

\* Do not advertise our event until you receive an approved event permit.

City of New Port Richey  
Parks and Recreation Department  
6630 Van Buren Street  
New Port Richey, FL 34653

### **APPLICANT**

Name of Applicant: Anissa Reveron

Title (if applicable): Executive Director

Name of Organization: Chasco Fiesta Inc.

Is your organization tax exempt? ☐ Yes ☐ No      If yes, please attach documentation.

Is your organization a non-profit? ☐ Yes ☐ No      If yes, please attach documentation.

Mailing Address: 5443 Main Street

Street Address

New Port Richey

City

FL

State

34652

Zip Code

Phone: (727) 777-5446

Daytime Phone

(727) 267-0691

Cell Phone

Email: edirector@chascofiesta.com

**EVENT**Name of Event: Chasco Fiesta

Description of Event (Include purpose):

9 Day Festival with live music each night, food and other vendorsLocation of Event: Downtown New Port Richey-Sims ParkEvent/Organization Web Address: www.chascofiеста.com

Event Date(s) &amp; Time(s):

Date	Day of the Week	Start Time	End Time
3/15/2024	Friday	4 PM	11 PM
3/16/2024	Saturday	10 AM	11PM
3/17/2024	Sunday	10AM	10PM
3/18/2024	Monday	5PM	10PM
3/19/2024	Tuesday	5PM	10PM
3/20/2024	Wednesday	5PM	10PM
3/21/2024	Thursday	5PM	10PM
3/22/2024	Friday	10AM	11PM
3/23/2024	Saturday	10AM	11PM

Setup Date(s): 3/12/24 - 3/15/24Setup Time(s): 8:00am to 6:00pmCleanup Date(s) 3/23/24 - 3/25/24

Cleanup Time(s): 7am to 5pm

Will this be an annual event? ☒ Yes ☐ No If yes, next year's date(s) \_\_\_\_\_

### **EVENT LOGISTICS**

1. Estimated Attendance (Includes event crew, participants, and spectators):

60,000

This Year

60,000

Last year

Maximum number at peak time: 8,000

2. Will alcohol be served or sold? Served ☐ Sold ☒ No Alcohol ☐

3. Approximate number of food vendors: 10

\*Event promoter is responsible for obtaining copies of all licenses and insurance from each vendor and providing the same to the City. All vendors must be listed on the site plan.

4. Approximate number of all other vendors along with type i.e. crafts, sponsors, informational

\*May need to provide copy of certificate of insurance in a form acceptable to the City for each vendor:

approx. 150 over the course of the 9 days.

5. Will electricity be required?: ☒ Yes ☐ No Source city and temp poles, subpanels

Location of electricity 2 temp poles to be installed by Duke energy

\*City electric is available around the Sims Park Circle, panel box near the river, and the North and South side of Orange Lake. If an event requires additional locations, the event must provide an alternative.

6. List event equipment (Include things such as seating, tents, booths, and trucks. These should all be listed on site map as well.) \_\_\_\_\_

10 x 10 and 10 x 20 vendor tents, food trucks, storage trailers, music concert chairs

7. List entertainment type (bands, DJ, dancers, clowns, etc.): \_\_\_\_\_

9 nights of live music on stage, Native american pow wow enteertainment, Dj's and MC

8. List dates and times of music and/or amplified sound: \_\_\_\_\_

3/15/24 thru 3/23/24 5pm to 11pm

9. Will private security be provided? \_\_\_\_\_

☒ Yes ☐ No

If yes, list organization: TBA

10. Will portable restrooms be used? ☒ Yes ☐ No

If yes answer the following and list on site plan:

How many: 55 Installation Date: 3/14/24 Removal Date: 3/24/24

11. Event holders are responsible for trash removal, and must provide their own dumpsters.

Please list your plan. JD Parker will handle all trash removal and dumpsters,

grease removal to be handles by griffin industries

Will dumpsters be used? ☒ Yes ☐ No

If yes please include on site plan and answer the following:

How many: 3 Sizes: 30

Installation Date: 3/14/24 Removal Date: 3/24/24

12. Please list any admission charges, donations, parking, registration or other fee and how much.

Park Entry fee \$5 on 3/17, 3/19-3/23

Must hold concert ticket for 3/15&16 and 3/18 is free day

13. Does the Event Require Street Closures?

☒ Yes

☐ No

If yes complete the following:

Date(s) of street closure: Begin 3/22/24 End 3/23/24

Time of street closure: Begin \_\_\_\_\_ End \_\_\_\_\_

List street(s) to be closed: See Attached  
Car show and Street parade

\*A letter must be delivered to all residents that will be directly impacted by a road closure. Attach letter along with addresses to this application.

14. Will there be a parade? ☒ Yes ☐ No

If yes complete the following:

Street(s) that will be utilized for parade route: \_\_\_\_\_

Please see special application for Street Parade submitted and attached

Time assembly to begin:	<u>10:00am</u>
Time parade starts:	<u>1:00pm</u>
Total number of units in parade:	<u>140</u>
Number of people in the parade:	<u>3,000</u>
Number of vehicles in the parade:	<u>90</u>
Number of animals in parade:	<u>30</u>
Number of floats:	<u>50</u>
Number of bands:	<u>10</u>

\*Attach parade route map to application.



15. Will there be a running/walking/biking/water Event? ☒ Yes ☐ No

If yes answer the following:

Time assembly to begin: TBA

Time event starts: \_\_\_\_\_

Estimated ending time: \_\_\_\_\_

Event will be conducted on ☒ Streets ☒ Sidewalks ☐ Body of water

\*Attach route map to application

16. Will a City dock be used for the event? ☒ Yes ☐ No

If yes, hours of use: 7:00am - 4:00pm

Location of dock: City of New Port Richey Boat Dock on River RD

List vendors who will use the dock: none

\*Any dock used for the event will need to remain open to the public during the event.

17. Please check the additional facilities/Areas you plan on using.

- ☒ Pavilion(s)
- ☒ Orange Lake
- ☒ Amphitheatre (requires an additional rental fee)
- ☒ Peace Hall (requires an additional rental fee)

What is your Organization doing to fund or support Activities within the local Community?

Chasco Fiesta is the host of the 9 day festival which gives non profits  
the opportunity to raise money for their cause or organization.

What Groups or Individuals received financial or other support from your Group in the past year?

See Above




As the applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the event policy and procedure manual, the resolution and City ordinance pertaining to Special Events, the event rules, guidelines, requirements, for tents and all policies, rules, regulations, and code provisions of the City of New Port Richey. I understand that any violations may result in immediate cancellation and revocation of the Event Permit. I further certify that all facts contained in this request are accurate.

For events on public property, I agree to obtain and furnish the City of New Port Richey with a certificate of general liability insurance in the amount of \$1,000,000.00 or greater as deemed by the City Risk Manager. The insurance must name the City of New Port Richey as an additional insured.

I understand incomplete applications or any outstanding financial obligations with any department within the City of New Port Richey may result in a denial of my request.

Print Name of Applicant or Authorized Representative: Anissa Reveron

Signature of Applicant or Authorized Representative: 

Date: 9/22/23

Subscribed and sworn to before me this 22nd day of September, 2023  
Who is personally known to me and/or produced a Florida License as  
identification.

STATE OF FLORIDA, COUNTY OF PASCO

Notary Public: 



VASILIKI BIKAKIS  
Commission # HH 416340  
Expires June 29, 2027

My Commission expires: \_\_\_\_\_

## Authorization for Applicant's Representative(s)

I Chasco Fiesta Inc., applicant, hereby authorize Anissa Reveron to act as my representative(s) in all matters pertaining to the processing and approval of this application, including modifying the project. I agree to be bound by all representatives and agreements made by the designated representative.

Signature of Applicant(s): 

Date: 9/22/23

Subscribed and sworn to before me this 22<sup>nd</sup> day of September, 20 23  
Who is personally known to me and/or produced a Florida license as identification.

STATE OF FLORIDA, PASCO COUNTY

Notary Public: 

My Commission expires:



VASILIKI BIKAKIS  
Commission # HH 416340  
Expires June 29, 2027

# Hold Harmless Agreement

I **Chasco Fiesta Inc.**, agree to protect the City of New Port Richey, Florida against all losses arising out of claims, in connection with the  
2024 CHASCO FIESTA

Without limiting the generality of the foregoing, and all workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The

Further agrees to investigate, handle, respond to, provide defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims etc.) is groundless, false or fraudulent.

In any case in which such indemnification would violate any applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees.

## Certification:

I **Anissa Reveron** do certify that I am **Executive Director**  
of **Chasco Fiesta Inc.**,  
and that I am authorized to issue this hold harmless agreement; and that this hold harmless agreement is defined as an insured contract under a commercial general liability insurance policy currently in effect for the entity/organization.

Signature of applicant: \_\_\_\_\_

Date: 9/22/23

STATE OF FLORIDA, COUNTY OF PASCO

Notary Public \_\_\_\_\_

My Commission Expires: 06/29/2027



VASILIKI BIKAKIS  
Commission # HH 416340  
Expires June 29, 2027

**2023 Chasco Fiesta Steering Committee Members**

<b><u>FIRST</u></b>	<b><u>LAST</u></b>	<b><u>POSITION</u></b>	<b><u>ADDRESS</u></b>	<b><u>CITY</u></b>	<b><u>ST</u></b>	<b><u>ZIP</u></b>	<b><u>PHONE</u></b>
		EXECUTIVE DIRECTOR					
CAMI	AUSTIN	CHAIR	5443 MAIN ST	NEW PORT RICHEY	FL	34668	727-243-5157
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KURT	CONOVER	SPONSORSHIP	5443 MAIN ST	NEW PORT RICHEY	FL	34652	727-247-2375
GARY	GANN	ENTERTAINMENT	5721 GRAND BLVD	NEW PORT RICHEY	FL	34652	727-207-3491
MARK	EWALD	SECURITY	5443 MAIN ST	NEW PORT RICHEY	FL	34652	727-457-3982
AL	RENEDO	LOGISTICS	5500 RivadelPlace	NEW PORT RICHEY	FL	34652	727-735-4672
ARLENE	BROCK	HOSPITALITY	6121 MASSACHUSETTS AVE	NEW PORT RICHEY	FL	34652	727-992-6811
TINA	O'DANIELS	VOLUNTEERS	3149 CHALON ST	NEW PORT RICHEY	FL	34652	727-809-1816
DEBRA	GOLINSKI	HOSPITALITY	4443 ROWAN RD	NEW PORT RICHEY	FL	34652	727-834-5479
ANGEL	COOK	PARADES/EVENTS	5443 MAIN ST	NEW PORT RICHEY	FL	34652	727-457-4849
JUDITH	KOUTSOS	HOSPITALITY					

**APPENDIX A**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

The Cothron Group  
1540 International Pkwy  
Suite 2000  
Lake Mary FL 32746

CONTACT NAME: Sandy Talbot

PHONE (A/C, No, Ext): (407) 536-5326

FAX (A/C, No):

E-MAIL ADDRESS: sandy@tcg-ip.com

**INSURER(S) AFFORDING COVERAGE**

NAIC #

INSURER A: Alliance of Nonprofits for Insurance

# 10023

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**INSURED**

Chasco Fiesta, Inc.  
5636 Grand Blvd., Ste. A  
New Port Richey, FL 34652

**COVERAGES**

CERTIFICATE NUMBER: CL2321301421

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>		2023-77286	02/13/2023	02/13/2024	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
						MED EXP (Any one person)	\$ 20,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
							\$
						COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
		PROPERTY DAMAGE (Per accident)	\$				
			\$				
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$
							\$
	DED	RETENTION \$				PER STATUTE	
						OTH-ER	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					E.L. EACH ACCIDENT	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A			E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$
A	<b>DIRECTORS &amp; OFFICERS</b>		2023-77286	02/13/2023	02/13/2024	Each Wrongful Act	\$ 1,000,000
		Annual Aggregate				\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GL Policy has blanket additional insured coverage when required by written contract.

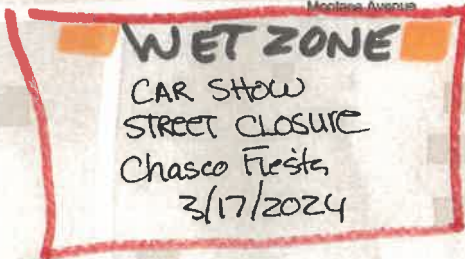
**CERTIFICATE HOLDER****CANCELLATION**

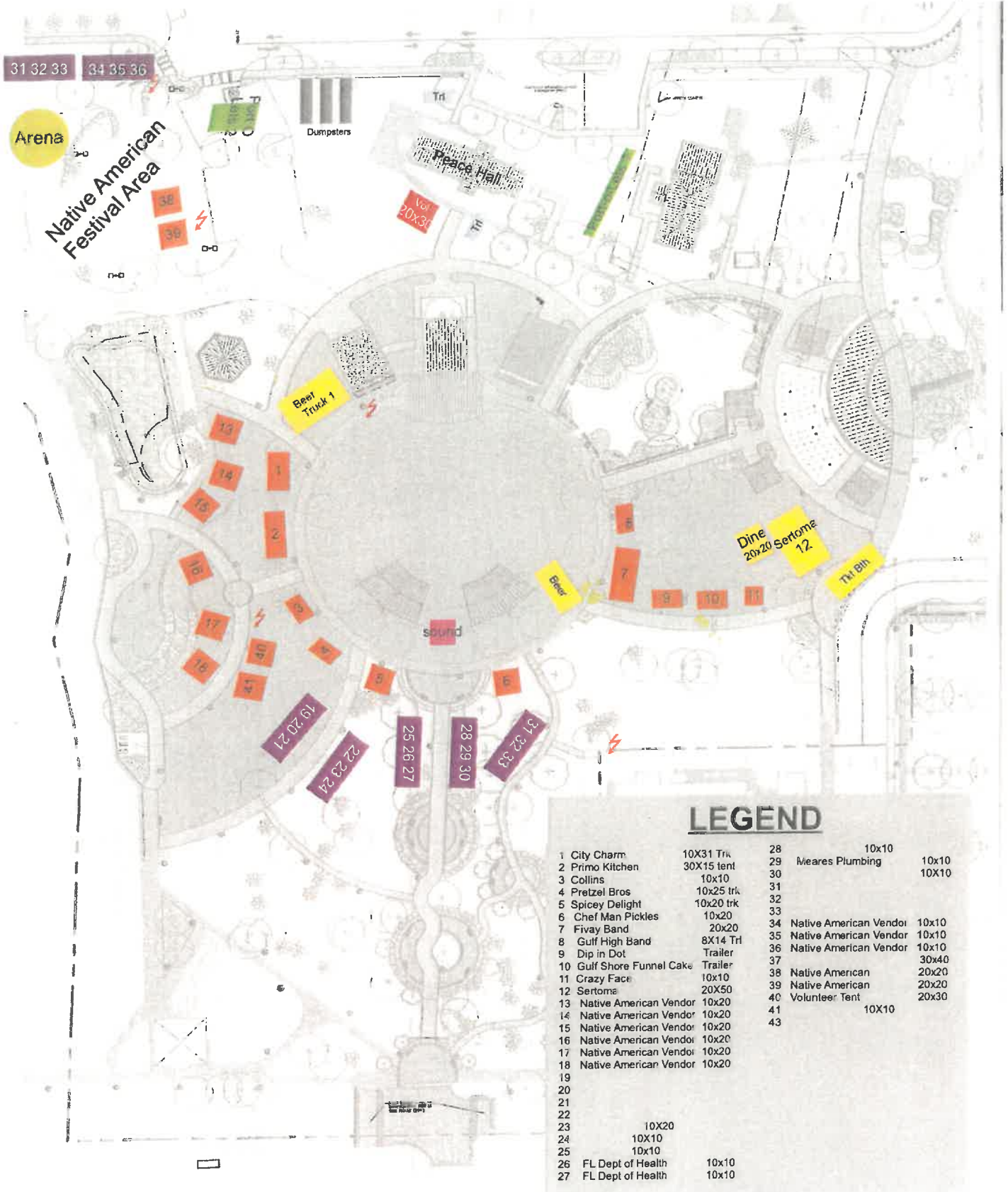
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.







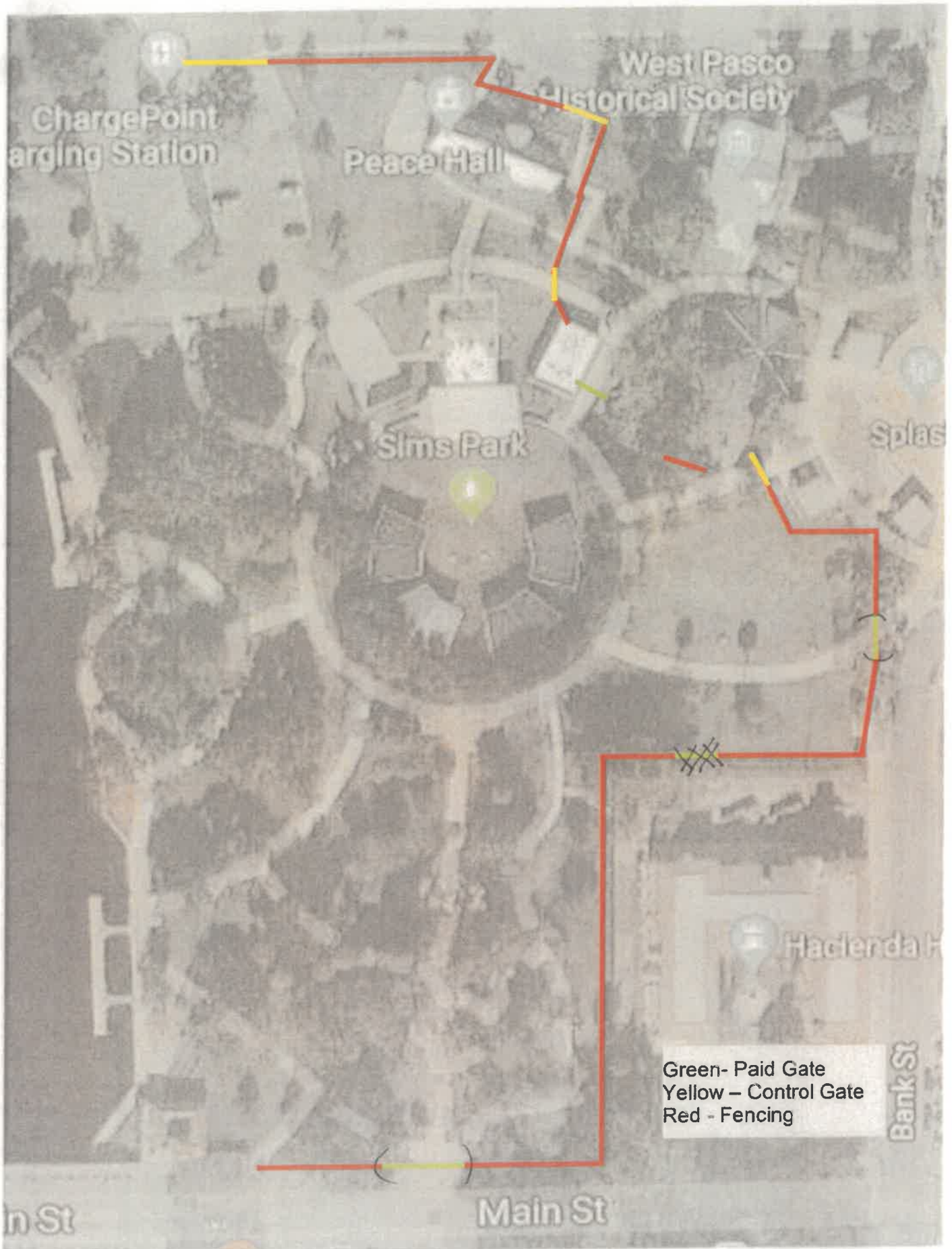
Not To Scale  
Sept 28, 2023

Port-o-Lets 1:  
18 Port-o-potty's  
6 Handicap  
10 Wash areas

Port-o-Lets 2:  
2 Port-o-potty's  
2 Handicap  
1 Wash area

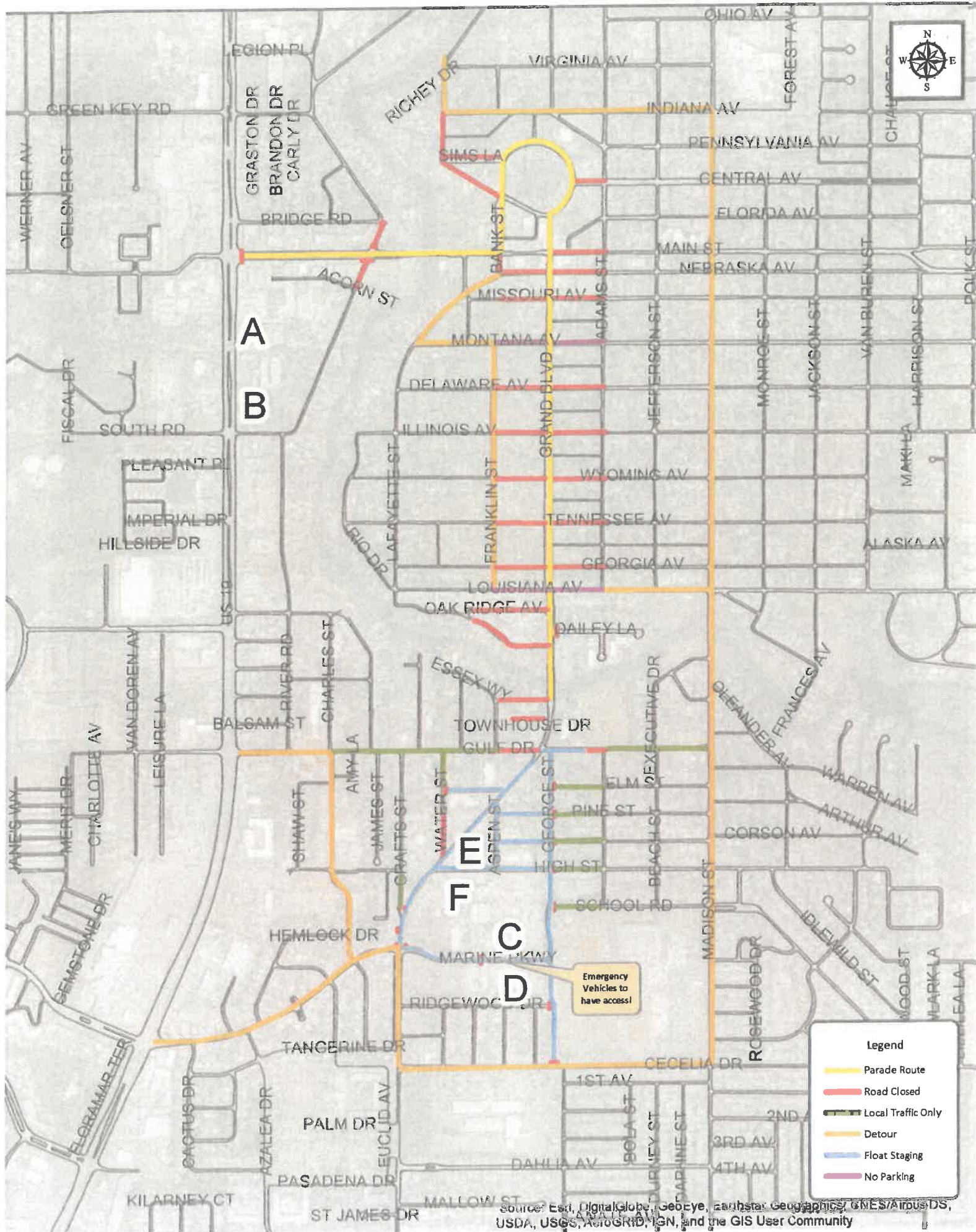


## 2024 Chasco Fencing





# Parade Route, Closures, & Detours





## ALCOHOLIC BEVERAGE SPECIAL EVENT PERMIT APPLICATION

City of New Port Richey  
Development Department  
City Hall, 5919 Main Street, 1<sup>st</sup> Floor  
New Port Richey, FL 34652  
Phone (727) 853-1039 Fax (727) 853-1052

CASE # \_\_\_\_\_  
SET Date: Tues. Jan. 23, 24  
Council Date: \_\_\_\_\_  
Date Received: \_\_\_\_\_

**\* Please print legibly or use fillable form \***

- ☐ Submit original signed and notarized application
- ☐ Submit \$300 application fee
- ☐ Submit at least 45 days prior to the proposed special event
- ☐ Submit with separate Special Event application (Case # \_\_\_\_\_)

### ABSEP GENERAL INFORMATION:

Name of Event: Chasco Fiesta  
Date(s) of Event: March 18 2024 thru March 20 2024 (Limited to three days for alcohol sales)  
Location of Event: Sims Park  
Applicant: Chasco Fiesta Inc.  
Mailing Address: 5443 Main Street New Port Richey FL 34652  
(Street, City, State, Zip Code)  
Daytime Phone Number: 727-777-5446 Fax Number: \_\_\_\_\_  
Email or Alternate Contact Information: edirector@chascofiesta.com  
Authorized Person in Charge: Anissa Reveron  
If an organization, names, addresses, phone numbers of all Officers: (may attach as addendum)  
See Appendix A  
\_\_\_\_\_  
\_\_\_\_\_  
Who is the PRIMARY contact for this application? Anissa Reveron

### ABSEP SUBMITTAL REQUIREMENTS:

- List Alcohol to be Sold: Beer And Wine  
(Limited to beer and wine)
- List Alcohol to be Given Away: None
- Time of Alcohol Sales: See Appendix B  
(Limited to Monday through Saturday, 12:00 noon to 11:00 p.m. and Sunday, 1:00 p.m. to 9:00 p.m.; events limited to three days in duration)
- List ABSEP applications approved for your organization this calendar year: Chasco Fiesta, Sertoma Speech and Hearing  
will hold license and insurance \_\_\_\_\_ (Limited to three permits per year, per applicant; eight per year total City-wide)
- ☐ Attach approved alcoholic beverage license from Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco (1313 N. Tampa Road, Suite 909, Tampa, 33602; 813-272-2610.)
  - ☐ Attach general liability and other insurance as required by the provisions of Florida Statutes for the sale or consumption of alcoholic beverages.
  - ☐ Attach IRS Tax Exemption Form 501(c)(3) or (6), if nonprofit organization.





#### **APPLICANT'S ACKNOWLEDGEMENT OF REQUIREMENTS:**

1. Any business that obtains a permit allowing for outdoor consumption of alcoholic beverages on its premises shall provide an off-duty officer for security during all times that consumption is permitted.
2. The person responsible for conducting the event on behalf of the applicant must meet State minimum age licensing requirements and cannot have been convicted of a felony or crime involving moral turpitude. The applicant must obtain all necessary federal, state and local permits to engage in the proposed sale and/or consumption activity.
3. City Council may require any nonprofit civic organization that desires to hold an event on or in public property at which alcoholic beverages will be served, to enter into a written lease agreement and/or an indemnification agreement to indemnify and save harmless the City from any and all liability which may arise as a result of any such function and may further require any such organization to secure public liability insurance coverage from an insurance company, and in the amount acceptable to City Council, but providing coverage for each event 1) for personal injury of not less than \$1,000,000 per person and \$2,000,000 per occurrence, and 2) for property damage of not less than \$1,000,000.
4. Nonprofit civic organizations shall: 1) Have tax exempt status under Section 501(c)(3) or (6) of the 1986 IRS Code; 2) Operate an office in the City or be a nationally-recognized organization that conducted business as a nonprofit in the City; and 3) Promote or stimulate community and economic development within the City.
5. Only beer and wine shall be permitted to be served. The proposed sales and/or consumption activity must be associated with a public event. Alcoholic beverages shall be served in plastic containers only. No cans or glass containers shall be permitted.
6. Access points of the serving area shall be marked with signs notifying patrons that alcoholic beverages are not to be taken past the perimeter of the area shown on the site plan, and the applicant shall staff the entrance with as many personnel as necessary to enforce this requirement.
7. The proposed sales and/or consumption activity will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation. It will also not entail extraordinary or burdensome expense or police operation by the City. The use of alcoholic beverages is not expected to result in violence, crime or disorderly conduct.
8. The consumption and possession of alcoholic beverages upon a public street may be permitted as part of a special event subject to other conditions. No permits will be issued for special events within any City park except Sims Park or Orange Lake Park.
9. The sale, possession and consumption of alcoholic beverages shall be confined to designated and secured areas. The perimeter of the designated area shall be secured for the entire event. It is unlawful for any person to carry alcoholic beverages into the secured areas. Any person violating this shall be subject to ejection and arrest.
10. No person under the age of 21 shall be permitted to possess, consume or distribute any alcoholic beverages at the permitted event. After displaying the proper proof of legal age, the person wishing to purchase, possess or consume alcohol shall receive a wristband from the applicant (or agent) which shall be attached to his/her wrist and worn at all times of possession/consumption.
11. Hours of sales and/or consumption shall be limited to Monday through Saturday, noon to 11:00 p.m., and Sunday, 1:00 to 9:00 p.m. The applicant shall be responsible for enforcing the hours of operation and shall be liable for the failure to enforce.
12. The applicant shall pay all costs of police and other City services attributable to the sale or consumption of alcohol during the activity. For events at Sims Park, City Council may require an off-duty officer stationed at the playground, at the applicant's expense.
13. The applicant understands that the event must meet or exceed all applicable codes, laws and regulations.

#### **ATTENDANCE AT MEETINGS:**

City of New Port Richey – Alcoholic Beverage Special Event Permit Application- Page 2 of 4 – [March 20, 2017](#) ~~July 16,~~

2009



The applicant or applicant's representative needs to be present at the SET and City Council meetings.

**AUTHORIZATION FOR OWNER'S REPRESENTATIVE(S):**

I \_\_\_\_\_, the **applicant**, hereby **authorize** \_\_\_\_\_ **to act as my representative(s)** in all matters pertaining to the processing and approval of this application, including modifying the project. I agree to be bound by all representations and agreements made by the designated representative.

Signature of Applicant(s): \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
who is personally known to me and/or produced \_\_\_\_\_ as identification.

STATE OF FLORIDA, COUNTY OF PASCO

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**APPLICANT'S AFFIDAVIT:**

I Anissa Reveron, **applicant or authorized representative**, have read and understand the contents of this application. The information contained in this application, attached exhibits and other information submitted is complete and in all aspects true and correct, to the best of my knowledge.

Signature of Applicant: \_\_\_\_\_

Date: 9/26/23

Subscribed and sworn to before me this 26<sup>th</sup> day of September, 2023  
who is personally known to me and/or produced \_\_\_\_\_ as identification.

STATE OF FLORIDA, COUNTY OF PASCO

Notary Public 

My Commission Expires: \_\_\_\_\_



VASILIKI BIKAKIS  
Commission # HH 416340  
Expires June 20, 2027



FOR STAFF USE ONLY:

- ☐ Date completed application received 9/12/2024
- ☐ Application fee paid
  - \_\_\_\_\_ Cash
  - \_\_\_\_\_ Check #
- ☐ Approval from Business and Professional Regulation
- ☒ General liability or other insurance attached — Renewal due
- ☒ No more than three approvals for this applicant verified
- ☒ SET meeting date 1/23/2024 10:00 am
- ☐ City Council approval date \_\_\_\_\_





# 2023 Chasco Fiesta Steering Committee Members

<u>FIRST</u>	<u>LAST</u>	<u>POSITION</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>ST</u>	<u>ZIP</u>	<u>PHONE</u>
		EXECUTIVE DIRECTOR					
CAMI	AUSTIN	CHAIR	5443 MAIN ST	NEW PORT RICHEY	FL	34668	727-243-5157
CHUCK	GREY	VICE CHAIR	5443 MAIN ST	NEW PORT RICHEY	FL	34652	727-514-9020
PETER	ALTMAN	TREASURER	5919 MAIN ST	NEW PORT RICHEY	FL	34652	727-992-9801
KURT	CONOVER	SPONSORSHIP	5443 MAIN ST	NEW PORT RICHEY	FL	34652	727-247-2375
GARY	GANN	ENTERTAINMENT	5721 GRAND BLVD	NEW PORT RICHEY	FL	34652	727-207-3491
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TINA	O'DANIELS	VOLUNTEERS	3149 CHALON ST	NEW PORT RICHEY	FL	34652	727-992-6811
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ANGEL	COOK	PARADES/EVENTS	5443 MAIN ST	NEW PORT RICHEY	FL	34652	727-834-5479
JUDITH	KOUTSOS	HOSPITALITY		NEW PORT RICHEY	FL	34652	727-457-4849

## APPENDIX A



# Alcohol Beverage Application

## Appendix B

### Times

Friday 3/15/2024 5:00 PM - 11:00 PM

Saturday 3/16/2024 1:00 - PM 11:00 PM

Sunday 3/17/2024 1:00 - PM 9:00 PM

Monday 3/18/2024 5:00 PM – 11:00 PM

Tuesday 3/19/2024 5:00 PM – 11:00 PM

Wednesday 3/20/2024 5:00 PM – 11:00 PM

Thursday 3/21/2024 5:00 PM – 11:00 PM

Friday 3/22/2024 4:00 PM 11:00 PM

Saturday 3/23/2024 1:00 PM 11:00 PM





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Cothron Group 1540 International Pkwy Suite 2000 Lake Mary FL 32746	<b>CONTACT NAME:</b> Sandy Talbot <b>PHONE (A/C, No, Ext):</b> (407) 536-5326 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> sandy@tcg-ip.com														
<b>INSURED</b> Chasco Fiesta, Inc. 5636 Grand Blvd., Ste. A New Port Richey, FL 34652	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Alliance of Nonprofits for Insurance</td><td># 10023</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Alliance of Nonprofits for Insurance	# 10023	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** CL2321301421**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			2023-77286	02/13/2023	02/13/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>DIRECTORS &amp; OFFICERS</b>			2023-77286	02/13/2023	02/13/2024	Each Wrongful Act \$ 1,000,000 Annual Aggregate \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GL Policy has blanket additional insured coverage when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

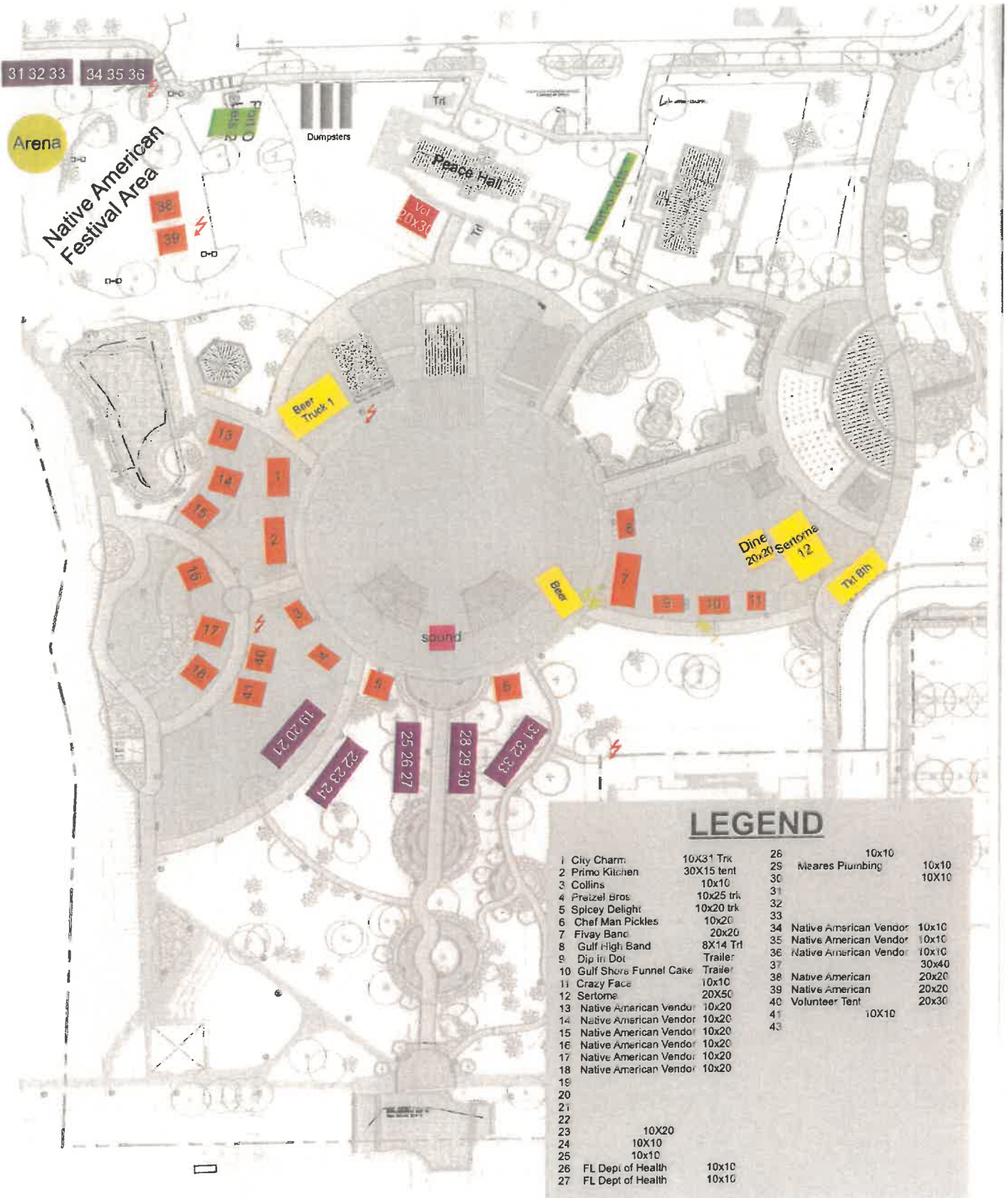
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Not To Scale  
Sept 28, 2023



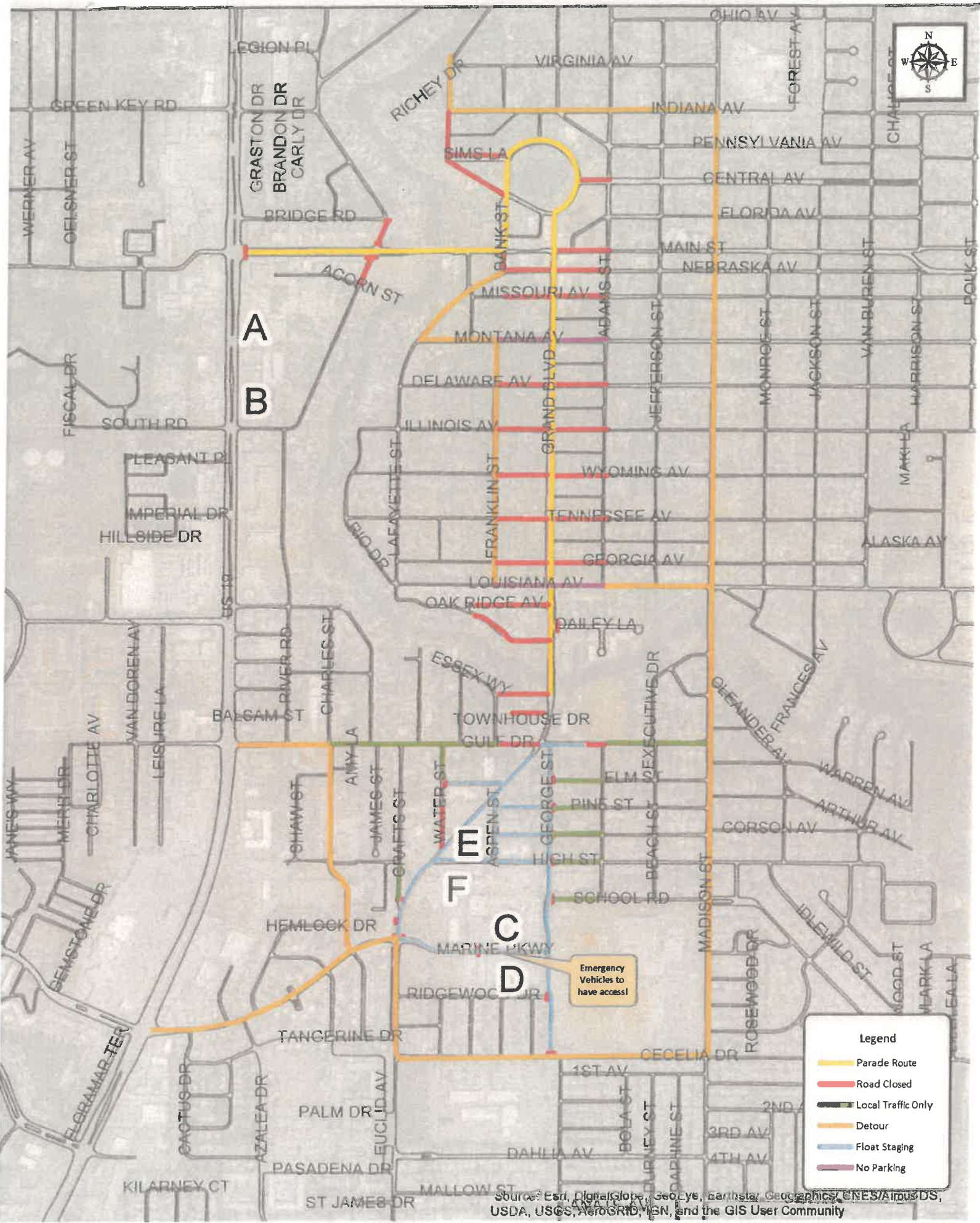
2024 Chasco Fencing







# Parade Route, Closures, & Detours







# City of New Port Richey Recreation & Aquatic Center **MAJOR EVENT** Application

\*Major events are defined as events that could include one or more of the following: events that last more than 72 hours, have an anticipated attendance of more than 1,000 or will significantly impact public streets, right of ways or public areas. All applications must be submitted at least 45 days prior to the event, but no more than 12 months before the event.

\*Permit Fee – Major Events: \$500.00

\*Permit Fee – Road Closure / With Parade: \$238.00

\* Do not advertise our event until you receive an approved event permit.

City of New Port Richey  
Parks and Recreation Department  
6630 Van Buren Street  
New Port Richey, FL 34653

## **APPLICANT**

Name of Applicant: Anissa Reveron

Title (if applicable): Executive Director

Name of Organization: Chasco Fiesta Inc.

Is your organization tax exempt? ☐ Yes ☐ No If yes, please attach documentation.

Is your organization a non-profit? ☐ Yes ☐ No If yes, please attach documentation.

Mailing Address: 5443 Main Street

Street Address

New Port Richey

City

FL

State

34652

Zip Code

Phone: (727) 777-5446

Daytime Phone

(727) 267-0691

Cell Phone

Email: edirector@chascofiesta.com



**EVENT**Name of Event: Chasco Fiesta

Description of Event (Include purpose):

9 Day Festival with live music each night, food and other vendorsLocation of Event: Downtown New Port Richey-Sims ParkEvent/Organization Web Address: www.chascofiesta.com

Event Date(s) &amp; Time(s):

Date	Day of the Week	Start Time	End Time
3/15/2024	Friday	4 PM	11 PM
3/16/2024	Saturday	10 AM	11PM
3/17/2024	Sunday	10AM	10PM
3/18/2024	Monday	5PM	10PM
3/19/2024	Tuesday	5PM	10PM
3/20/2024	Wednesday	5PM	10PM
3/21/2024	Thursday	5PM	10PM
3/22/2024	Friday	10AM	11PM
3/23/2024	Saturday	10AM	11PM

Setup Date(s): 3/12/24 - 3/15/24Setup Time(s): 8:00am to 6:00pmCleanup Date(s) 3/23/24 - 3/25/24



Cleanup Time(s): 7am to 5pm

Will this be an annual event? ☒ Yes ☐ No If yes, next year's date(s) \_\_\_\_\_

### **EVENT LOGISTICS**

1. Estimated Attendance (Includes event crew, participants, and spectators):

60,000

This Year

60,000

Last year

Maximum number at peak time: 8,000

2. Will alcohol be served or sold? Served ☐ Sold ☒ No Alcohol ☐

3. Approximate number of food vendors: 10

\*Event promoter is responsible for obtaining copies of all licenses and insurance from each vendor and providing the same to the City. All vendors must be listed on the site plan.

4. Approximate number of all other vendors along with type i.e. crafts, sponsors, informational

\*May need to provide copy of certificate of insurance in a form acceptable to the City for each vendor:

approx. 150 over the course of the 9 days.

5. Will electricity be required?: ☒ Yes ☐ No Source city and temp poles, subpanels

Location of electricity 2 temp poles to be installed by Duke energy

\*City electric is available around the Sims Park Circle, panel box near the river, and the North and South side of Orange Lake. If an event requires additional locations, the event must provide an alternative.

6. List event equipment (Include things such as seating, tents, booths, and trucks. These should all be listed on site map as well.) \_\_\_\_\_

10 x 10 and 10 x 20 vendor tents, food trucks, storage trailers, music concert chairs

7. List entertainment type (bands, DJ, dancers, clowns, etc.): \_\_\_\_\_

9 nights of live music on stage, Native american pow wow enteertainment, Dj's and MC

8. List dates and times of music and/or amplified sound: \_\_\_\_\_

3/15/24 thru 3/23/24 5pm to 11pm

9. Will private security be provided? \_\_\_\_\_

☒ Yes ☐ No

If yes, list organization: TBA

10. Will portable restrooms be used? ☒ Yes ☐ No

If yes answer the following and list on site plan:

How many: 55 Installation Date: 3/14/24 Removal Date: 3/24/24

11. Event holders are responsible for trash removal, and must provide their own dumpsters.

Please list your plan. JD Parker will handle all trash removal and dumpsters,

grease removal to be handles by griffin industries

Will dumpsters be used? ☒ Yes ☐ No

If yes please include on site plan and answer the following:

How many: 3 Sizes: 30

Installation Date: 3/14/24 Removal Date: 3/24/24

12. Please list any admission charges, donations, parking, registration or other fee and how much.

Park Entry fee \$5 on 3/17, 3/19-3/23

Must hold concert ticket for 3/15&16 and 3/18 is free day

13. Does the Event Require Street Closures?

☒ Yes

☐ No

If yes complete the following:

Date(s) of street closure: Begin 3/22/24 End 3/23/24

Time of street closure: Begin \_\_\_\_\_ End \_\_\_\_\_

List street(s) to be closed: See Attached  
Car show and Street parade

\*A letter must be delivered to all residents that will be directly impacted by a road closure. Attach letter along with addresses to this application.

14. Will there be a parade? ☒ Yes ☐ No

If yes complete the following:

Street(s) that will be utilized for parade route: \_\_\_\_\_

Please see special application for Street Parade submitted and attached

Time assembly to begin:	<u>10:00am</u>
Time parade starts:	<u>1:00pm</u>
Total number of units in parade:	<u>140</u>
Number of people in the parade:	<u>3,000</u>
Number of vehicles in the parade:	<u>90</u>
Number of animals in parade:	<u>30</u>
Number of floats:	<u>50</u>
Number of bands:	<u>10</u>

\*Attach parade route map to application.

15. Will there be a running/walking/biking/water Event? ☒ Yes ☐ No

If yes answer the following:

Time assembly to begin: TBA

Time event starts: \_\_\_\_\_

Estimated ending time: \_\_\_\_\_

Event will be conducted on ☒ Streets ☒ Sidewalks ☐ Body of water

\*Attach route map to application

16. Will a City dock be used for the event? ☒ Yes ☐ No

If yes, hours of use: 7:00am - 4:00pm

Location of dock: City of New Port Richey Boat Dock on River RD

List vendors who will use the dock: none

\*Any dock used for the event will need to remain open to the public during the event.

17. Please check the additional facilities/Areas you plan on using.

- ☒ Pavilion(s)
- ☒ Orange Lake
- ☒ Amphitheatre (requires an additional rental fee)
- ☒ Peace Hall (requires an additional rental fee)

What is your Organization doing to fund or support Activities within the local Community?

Chasco Fiesta is the host of the 9 day festival which gives non profits  
the opportunity to raise money for their cause or organization.

What Groups or Individuals received financial or other support from your Group in the past year?


See Above

As the applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the event policy and procedure manual, the resolution and City ordinance pertaining to Special Events, the event rules, guidelines, requirements, for tents and all policies, rules, regulations, and code provisions of the City of New Port Richey. I understand that any violations may result in immediate cancellation and revocation of the Event Permit. I further certify that all facts contained in this request are accurate.

For events on public property, I agree to obtain and furnish the City of New Port Richey with a certificate of general liability insurance in the amount of \$1,000,000.00 or greater as deemed by the City Risk Manager. The insurance must name the City of New Port Richey as an additional insured.

I understand incomplete applications or any outstanding financial obligations with any department within the City of New Port Richey may result in a denial of my request.

Print Name of Applicant or Authorized Representative: Anissa Reveron

Signature of Applicant or Authorized Representative: 

Date: 9/22/23

Subscribed and sworn to before me this 22nd day of September, 2023  
Who is personally known to me and/or produced a Florida License as  
identification.

STATE OF FLORIDA, COUNTY OF PASCO

Notary Public: 



VASILIKI BIKAKIS  
Commission # HH 416340  
Expires June 29, 2027

My Commission expires: \_\_\_\_\_



## Authorization for Applicant's Representative(s)

I Chasco Fiesta Inc., applicant, hereby authorize Anissa Reveron to act as my representative(s) in all matters pertaining to the processing and approval of this application, including modifying the project. I agree to be bound by all representatives and agreements made by the designated representative.

Signature of Applicant(s): 

Date: 9/22/23

Subscribed and sworn to before me this 22<sup>nd</sup> day of September, 20 23  
Who is personally known to me and/or produced a Florida license as identification.

STATE OF FLORIDA, PASCO COUNTY

Notary Public: 

My Commission expires:



VASILIKI BIKAKIS  
Commission # HH 416340  
Expires June 29, 2027



# Hold Harmless Agreement

I Chasco Fiesta Inc., agree to protect the City of New Port Richey, Florida against all losses arising out of claims, in connection with the  
2024 CHASCO FIESTA

Without limiting the generality of the foregoing, and all workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The  
Further agrees to investigate, handle, respond to, provide defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims etc.) is groundless, false or fraudulent.

In any case in which such indemnification would violate any applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees.

## Certification:

I Anissa Reveron do certify that I am Executive Director  
of Chasco Fiesta Inc.,  
and that I am authorized to issue this hold harmless agreement; and that this hold harmless agreement is defined as an insured contract under a commercial general liability insurance policy currently in effect for the entity/organization.

Signature of applicant: [Signature]

Date: 9/22/23

STATE OF FLORIDA, COUNTY OF PASCO

Notary Public [Signature]

My Commission Expires: 06/29/2027



VASILIKI BIKAKIS  
Commission # HH 416340  
Expires June 29, 2027

Page 10 of

**2023 Chasco Fiesta Steering Committee Members**

<u>FIRST</u>	<u>LAST</u>	<u>POSITION</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>ST</u>	<u>ZIP</u>	<u>PHONE</u>
		EXECUTIVE DIRECTOR					
CAMI	AUSTIN	CHAIR	5443 MAIN ST	NEW PORT RICHEY	FL	34668	727-243-5157
CHUCK	GREY	VICE CHAIR	5443 MAIN ST	NEW PORT RICHEY	FL	34652	727-514-9020
PETER	ALTMAN	TREASURER	5919 MAIN ST	NEW PORT RICHEY	FL	34652	727-992-9801
KURT	CONOVER	SPONSORSHIP	5443 MAIN ST	NEW PORT RICHEY	FL	34652	727-247-2375
GARY	GANN	ENTERTAINMENT	5721 GRAND BLVD	NEW PORT RICHEY	FL	34652	727-207-3491
MARK	EWALD	SECURITY	5443 MAIN ST	NEW PORT RICHEY	FL	34652	727-457-3982
AL	RENEDO	LOGISTICS	5500 RivadelPlace	NEW PORT RICHEY	FL	34652	727-735-4672
ARLENE	BROCK	HOSPITALITY	6121 MASSACHUSETTS AVE	NEW PORT RICHEY	FL	34652	727-992-6811
TINA	O'DANIELS	VOLUNTEERS	3149 CHALON ST	NEW PORT RICHEY	FL	34652	727-809-1816
DEBRA	GOLINSKI	HOSPITALITY	4443 ROWAN RD	NEW PORT RICHEY	FL	34652	727-834-5479
ANGEL	COOK	PARADES/EVENTS	5443 MAIN ST	NEW PORT RICHEY	FL	34652	727-457-4849
JUDITH	KOUTSOS	HOSPITALITY					

**APPENDIX A**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

The Cothron Group  
1540 International Pkwy  
Suite 2000  
Lake Mary

FL 32746

CONTACT NAME: Sandy Talbot

PHONE (A/C, No, Ext): (407) 536-5326

FAX (A/C, No):

E-MAIL ADDRESS: sandy@tcg-ip.com

**INSURER(S) AFFORDING COVERAGE**

NAIC #

INSURER A: Alliance of Nonprofits for Insurance

# 10023

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**INSURED**

Chasco Fiesta, Inc.  
5636 Grand Blvd., Ste. A  
New Port Richey, FL 34652

**COVERAGES**

CERTIFICATE NUMBER: CL2321301421

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			2023-77286	02/13/2023	02/13/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 20,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
	OTHER:						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						E.L. EACH ACCIDENT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$
A	<b>DIRECTORS &amp; OFFICERS</b>			2023-77286	02/13/2023	02/13/2024	Each Wrongful Act \$ 1,000,000
							Annual Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

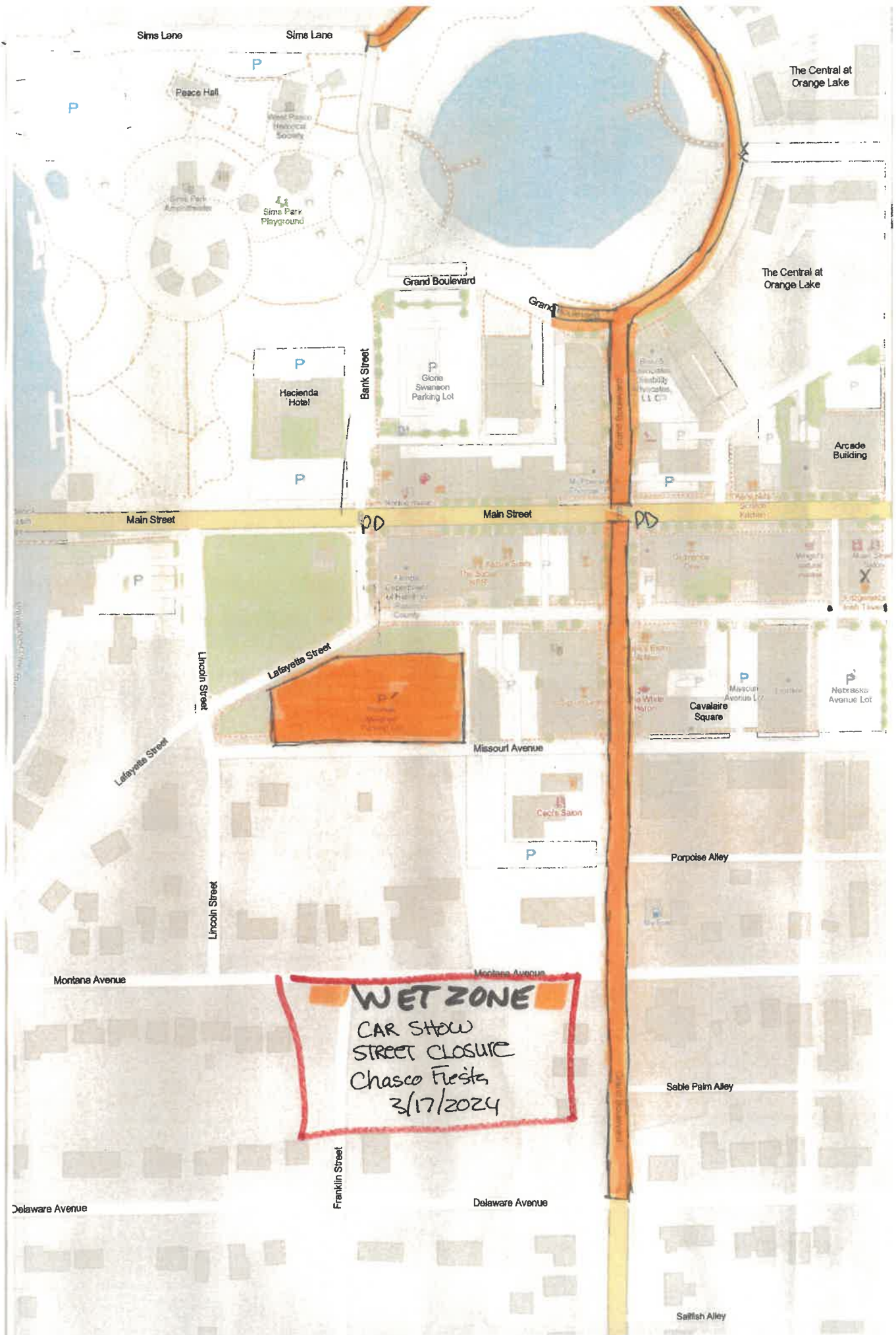
GL Policy has blanket additional insured coverage when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

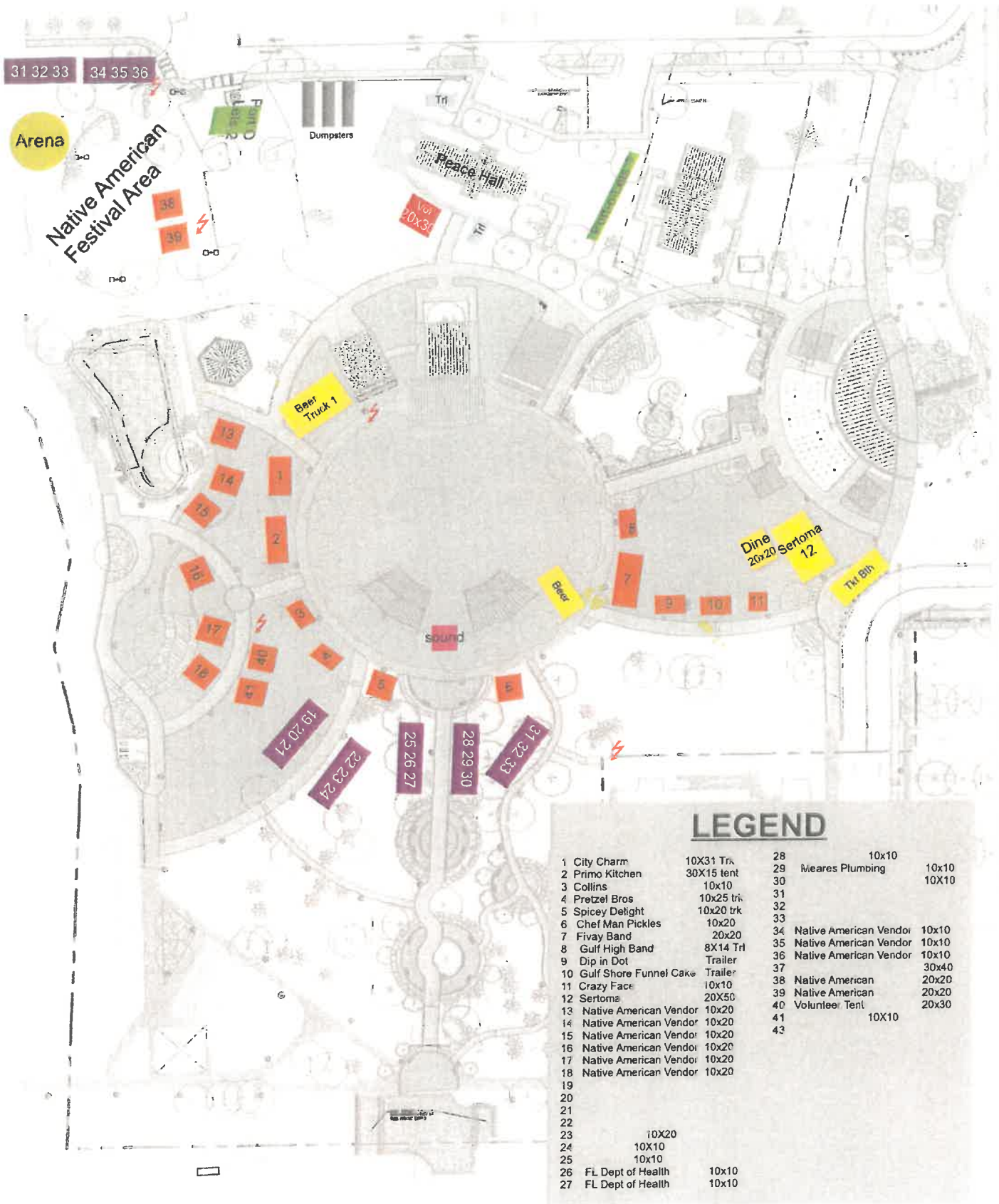
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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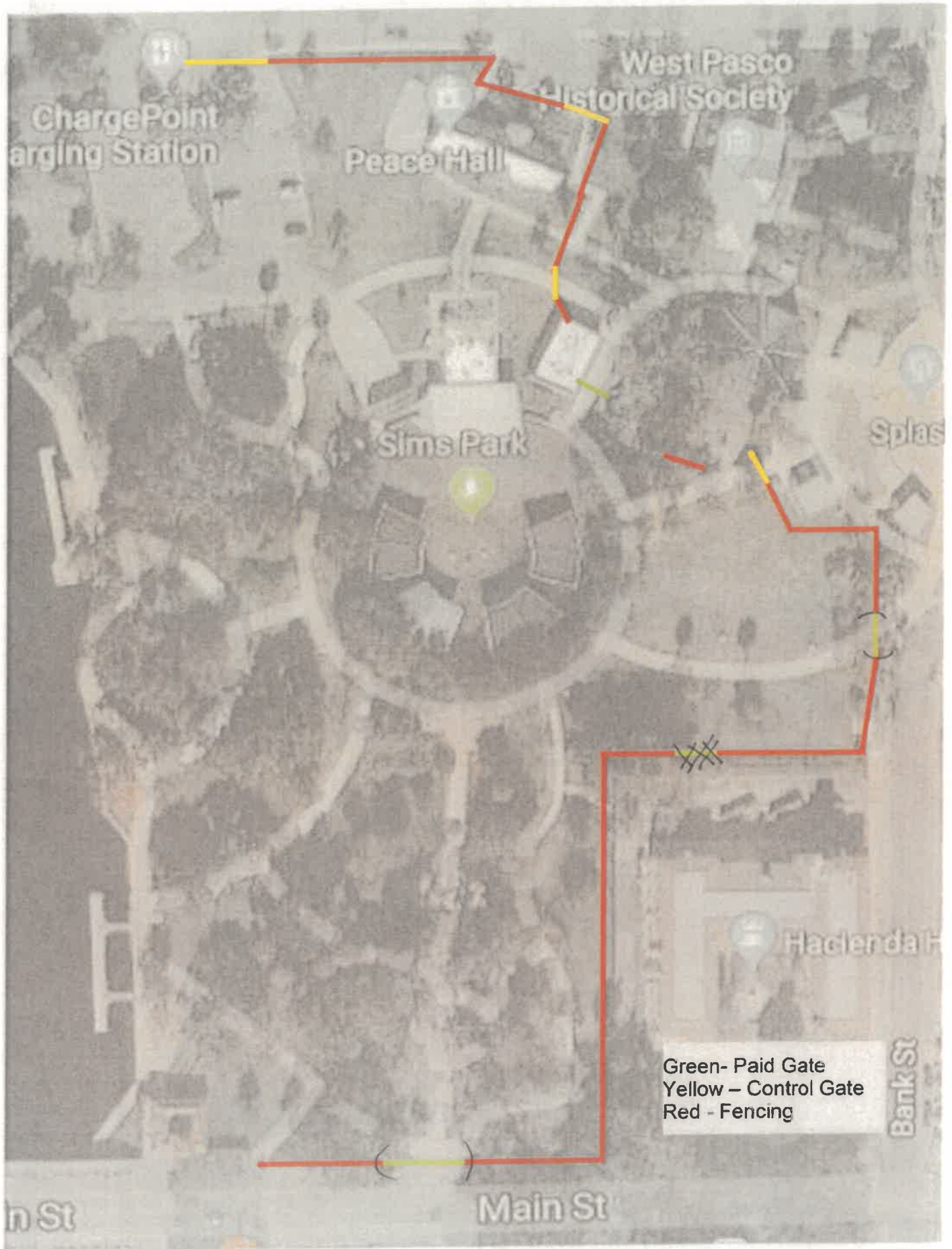


Not To Scale  
Sept 28, 2023

Port-o-Lets 1:  
18 Port-o-potty's  
6 Handicap  
10 Wash areas

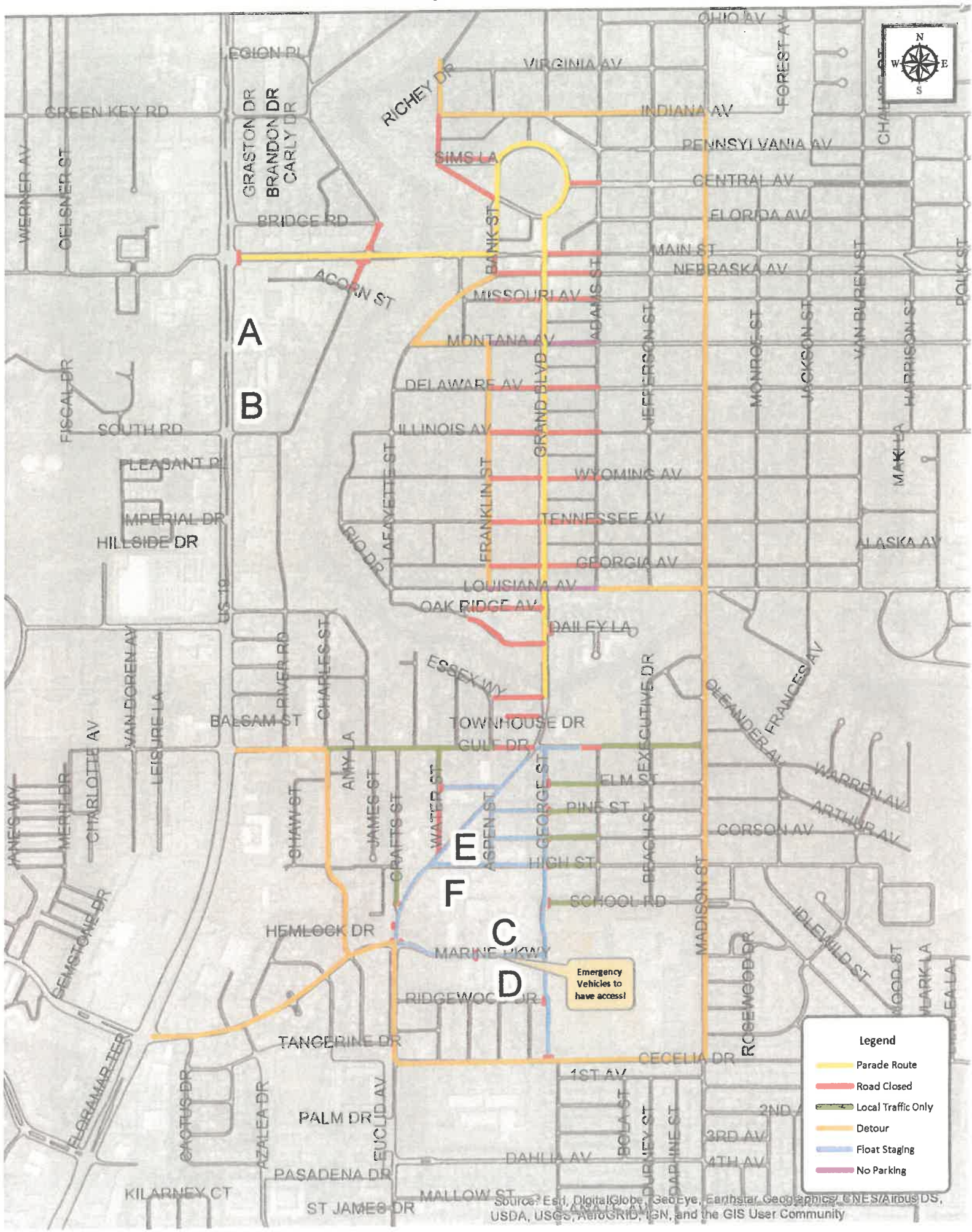
Port-o-Lets 2:  
2 Port-o-potty's  
2 Handicap  
1 Wash area

## 2024 Chasco Fencing





# Parade Route, Closures, & Detours







## ALCOHOLIC BEVERAGE SPECIAL EVENT PERMIT APPLICATION

City of New Port Richey  
Development Department  
City Hall, 5919 Main Street, 1<sup>st</sup> Floor  
New Port Richey, FL 34652  
Phone (727) 853-1039 Fax (727) 853-1052

CASE # \_\_\_\_\_  
SET Date: Tues. Jan 23, 24  
Council Date: \_\_\_\_\_  
Date Received: \_\_\_\_\_

**\* Please print legibly or use fillable form \***

- ☐ Submit original signed and notarized application
- ☐ Submit \$300 application fee
- ☐ Submit at least 45 days prior to the proposed special event
- ☐ Submit with separate Special Event application (Case # \_\_\_\_\_)

### ABSEP GENERAL INFORMATION:

Name of Event: Chasco Fiesta  
Date(s) of Event: March 21 2024 thru March 23 2024 (Limited to three days for alcohol sales)  
Location of Event: Sims Park  
Applicant: Chasco Fiesta Inc.  
Mailing Address: 5443 Main Street New Port Richey FL 34652  
(Street, City, State, Zip Code)  
Daytime Phone Number: 727-777-5446 Fax Number: \_\_\_\_\_  
Email or Alternate Contact Information: edirector@chascofiesta.com  
Authorized Person in Charge: Anissa Reveron  
If an organization, names, addresses, phone numbers of all Officers: (may attach as addendum)  
See Appendix A  
\_\_\_\_\_  
\_\_\_\_\_  
Who is the PRIMARY contact for this application? Anissa Reveron

### ABSEP SUBMITTAL REQUIREMENTS:

List Alcohol to be Sold: Beer And Wine  
(Limited to beer and wine)  
List Alcohol to be Given Away: None  
Time of Alcohol Sales: See Appendix B  
(Limited to Monday through Saturday, 12:00 noon to 11:00 p.m. and Sunday, 1:00 p.m. to 9:00 p.m.; events limited to three days in duration)  
List ABSEP applications approved for your organization this calendar year: Chasco Fiesta, Sertoma Speech and Hearing  
will hold license and insurance (Limited to three permits per year, per applicant; eight per year total City-wide)  
☐ Attach approved alcoholic beverage license from Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco (1313 N. Tampa Road, Suite 909, Tampa, 33602; 813-272-2610.)  
☐ Attach general liability and other insurance as required by the provisions of Florida Statutes for the sale or consumption of alcoholic beverages.  
☐ Attach IRS Tax Exemption Form 501(c)(3) or (6), if nonprofit organization.



#### **APPLICANT'S ACKNOWLEDGEMENT OF REQUIREMENTS:**

1. Any business that obtains a permit allowing for outdoor consumption of alcoholic beverages on its premises shall provide an off-duty officer for security during all times that consumption is permitted.
2. The person responsible for conducting the event on behalf of the applicant must meet State minimum age licensing requirements and cannot have been convicted of a felony or crime involving moral turpitude. The applicant must obtain all necessary federal, state and local permits to engage in the proposed sale and/or consumption activity.
3. City Council may require any nonprofit civic organization that desires to hold an event on or in public property at which alcoholic beverages will be served, to enter into a written lease agreement and/or an indemnification agreement to indemnify and save harmless the City from any and all liability which may arise as a result of any such function and may further require any such organization to secure public liability insurance coverage from an insurance company, and in the amount acceptable to City Council, but providing coverage for each event 1) for personal injury of not less than \$1,000,000 per person and \$2,000,000 per occurrence, and 2) for property damage of not less than \$1,000,000.
4. Nonprofit civic organizations shall: 1) Have tax exempt status under Section 501(c)(3) or (6) of the 1986 IRS Code; 2) Operate an office in the City or be a nationally-recognized organization that conducted business as a nonprofit in the City; and 3) Promote or stimulate community and economic development within the City.
5. Only beer and wine shall be permitted to be served. The proposed sales and/or consumption activity must be associated with a public event. Alcoholic beverages shall be served in plastic containers only. No cans or glass containers shall be permitted.
6. Access points of the serving area shall be marked with signs notifying patrons that alcoholic beverages are not to be taken past the perimeter of the area shown on the site plan, and the applicant shall staff the entrance with as many personnel as necessary to enforce this requirement.
7. The proposed sales and/or consumption activity will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation. It will also not entail extraordinary or burdensome expense or police operation by the City. The use of alcoholic beverages is not expected to result in violence, crime or disorderly conduct.
8. The consumption and possession of alcoholic beverages upon a public street may be permitted as part of a special event subject to other conditions. No permits will be issued for special events within any City park except Sims Park or Orange Lake Park.
9. The sale, possession and consumption of alcoholic beverages shall be confined to designated and secured areas. The perimeter of the designated area shall be secured for the entire event. It is unlawful for any person to carry alcoholic beverages into the secured areas. Any person violating this shall be subject to ejection and arrest.
10. No person under the age of 21 shall be permitted to possess, consume or distribute any alcoholic beverages at the permitted event. After displaying the proper proof of legal age, the person wishing to purchase, possess or consume alcohol shall receive a wristband from the applicant (or agent) which shall be attached to his/her wrist and worn at all times of possession/consumption.
11. Hours of sales and/or consumption shall be limited to Monday through Saturday, noon to 11:00 p.m., and Sunday, 1:00 to 9:00 p.m. The applicant shall be responsible for enforcing the hours of operation and shall be liable for the failure to enforce.
12. The applicant shall pay all costs of police and other City services attributable to the sale or consumption of alcohol during the activity. For events at Sims Park, City Council may require an off-duty officer stationed at the playground, at the applicant's expense.
13. The applicant understands that the event must meet or exceed all applicable codes, laws and regulations.

#### **ATTENDANCE AT MEETINGS:**

City of New Port Richey – Alcoholic Beverage Special Event Permit Application- Page 2 of 4 – [March 20, 2017](#) July 16,

2009



The applicant or applicant's representative needs to be present at the SET and City Council meetings.

**AUTHORIZATION FOR OWNER'S REPRESENTATIVE(S):**

I \_\_\_\_\_, the **applicant**, hereby **authorize** \_\_\_\_\_ **to act as my representative(s)** in all matters pertaining to the processing and approval of this application, including modifying the project. I agree to be bound by all representations and agreements made by the designated representative.

Signature of Applicant(s): \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
who is personally known to me and/or produced \_\_\_\_\_ as identification.

STATE OF FLORIDA, COUNTY OF PASCO

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**APPLICANT'S AFFIDAVIT:**

I, **Anissa Reveron**, **applicant or authorized representative**, have read and understand the contents of this application. The information contained in this application, attached exhibits and other information submitted is complete and in all aspects true and correct, to the best of my knowledge.

Signature of Applicant: \_\_\_\_\_

Date: 9/26/23

Subscribed and sworn to before me this 26<sup>th</sup> day of September, 2023  
who is personally known to me and/or produced \_\_\_\_\_ as identification.

STATE OF FLORIDA, COUNTY OF PASCO

Notary Public [Signature]



VASILIKI BIKAKIS  
Commission # HH 416340  
Expires June 29, 2027

My Commission Expires: \_\_\_\_\_



FOR STAFF USE ONLY:

- ☐ Date completed application received \_\_\_\_\_
- ☐ Application fee paid

\_\_\_\_\_ Cash

\_\_\_\_\_ Check #

- ☐ Approval from Business and Professional Regulation
- ☐ General liability or other insurance attached
- ☐ No more than three approvals for this applicant verified
- ☐ SET meeting date \_\_\_\_\_
- ☐ City Council approval date \_\_\_\_\_





### 2023 Chasco Fiesta Steering Committee Members

<u>FIRST</u>	<u>LAST</u>	<u>POSITION</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>ST</u>	<u>ZIP</u>	<u>PHONE</u>
		EXECUTIVE DIRECTOR					
CAMI	AUSTIN	CHAIR	5443 MAIN ST	NEW PORT RICHEY	FL	34668	727-243-5157
CHUCK	GREY	VICE CHAIR	5443 MAIN ST	NEW PORT RICHEY	FL	34652	727-514-9020
PETER	ALTMAN	TREASURER	5919 MAIN ST	NEW PORT RICHEY	FL	34652	727-992-9801
KURT	CONOVER	SPONSORSHIP	5443 MAIN ST	NEW PORT RICHEY	FL	34652	727-247-2375
GARY	GANN	ENTERTAINMENT	5721 GRAND BLVD	NEW PORT RICHEY	FL	34652	727-207-3491
MARK	EWALD	SECURITY	5443 MAIN ST	NEW PORT RICHEY	FL	34652	727-457-3982
AL	RENEDO	LOGISTICS	5500 RivadelPlace	NEW PORT RICHEY	FL	34652	727-735-4672
ARLENE	BROCK	HOSPITALITY	6121 MASSACHUSETTS AVE	NEW PORT RICHEY	FL	34652	727-992-6811
TINA	O'DANIELS	VOLUNTEERS	3149 CHALON ST	NEW PORT RICHEY	FL	34652	727-809-1816
DEBRA	GOLINSKI	HOSPITALITY	4443 ROWAN RD	NEW PORT RICHEY	FL	34652	727-834-5479
ANGEL	COOK	PARADES/EVENTS	5443 MAIN ST	NEW PORT RICHEY	FL	34652	727-457-4849
JUDITH	KOUTSOS	HOSPITALITY					

### APPENDIX A



# Alcohol Beverage Application

## Appendix B

### Times

Friday 3/15/2024 5:00 PM - 11:00 PM

Saturday 3/16/2024 1:00 - PM 11:00 PM

Sunday 3/17/2024 1:00 - PM 9:00 PM

Monday 3/18/2024 5:00 PM – 11:00 PM

Tuesday 3/19/2024 5:00 PM – 11:00 PM

Wednesday 3/20/2024 5:00 PM – 11:00 PM

Thursday 3/21/2024 5:00 PM – 11:00 PM

Friday 3/22/2024 4:00 PM 11:00 PM

Saturday 3/23/2024 1:00 PM 11:00 PM





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Cothron Group 1540 International Pkwy Suite 2000 Lake Mary FL 32746		<b>CONTACT NAME:</b> Sandy Talbot <b>PHONE (A/C, No, Ext):</b> (407) 536-5326 <b>E-MAIL ADDRESS:</b> sandy@tcg-lp.com <b>FAX (A/C, No):</b>
<b>INSURED</b> Chasco Fiesta, Inc. 5636 Grand Blvd., Ste. A New Port Richey, FL 34652		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Alliance of Nonprofits for Insurance <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
		<b>NAIC #</b> # 10023

**COVERAGES****CERTIFICATE NUMBER:** CL2321301421**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		2023-77286	02/13/2023	02/13/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>DIRECTORS &amp; OFFICERS</b>		2023-77286	02/13/2023	02/13/2024	Each Wrongful Act \$ 1,000,000 Annual Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GL Policy has blanket additional insured coverage when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

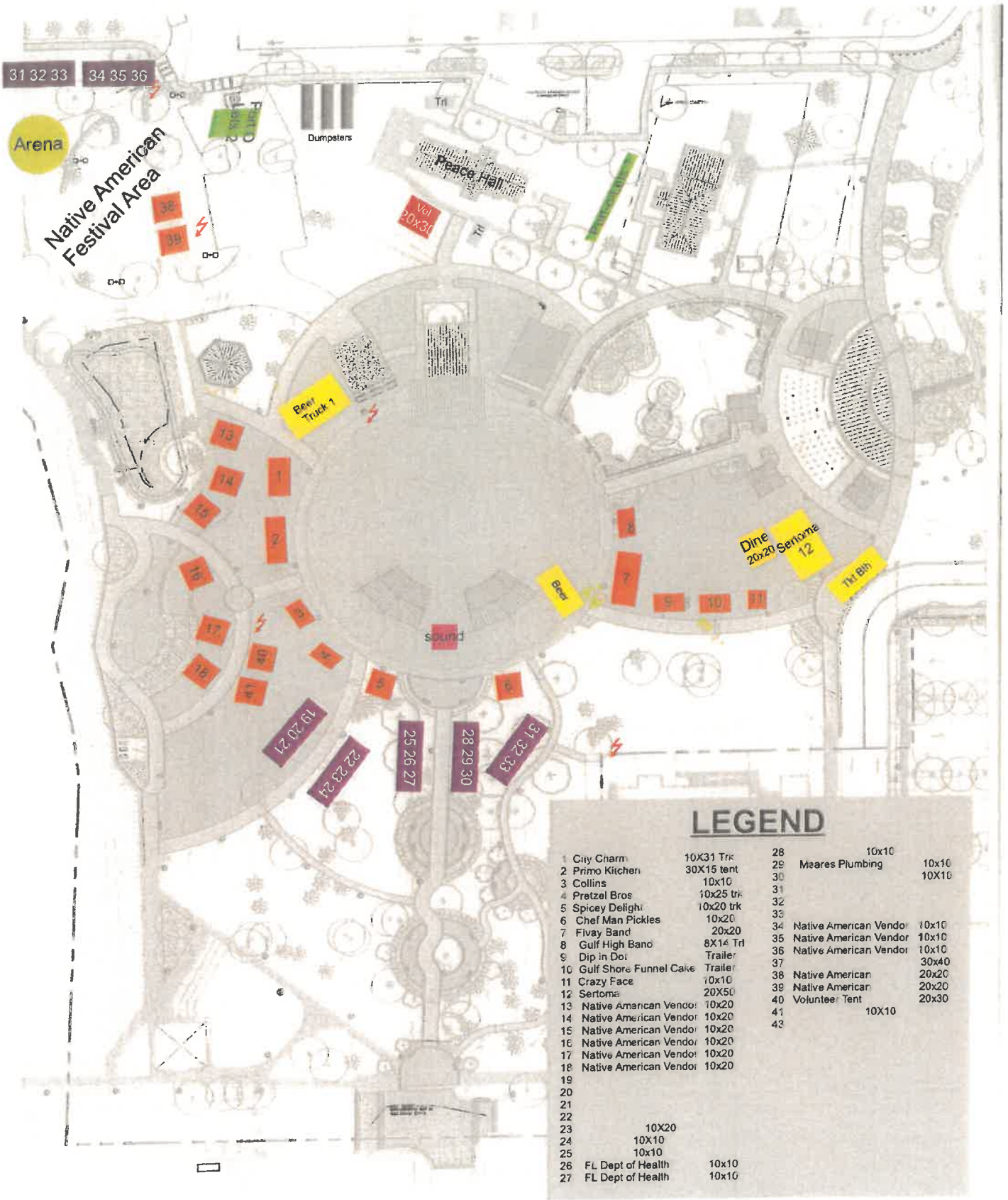
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.







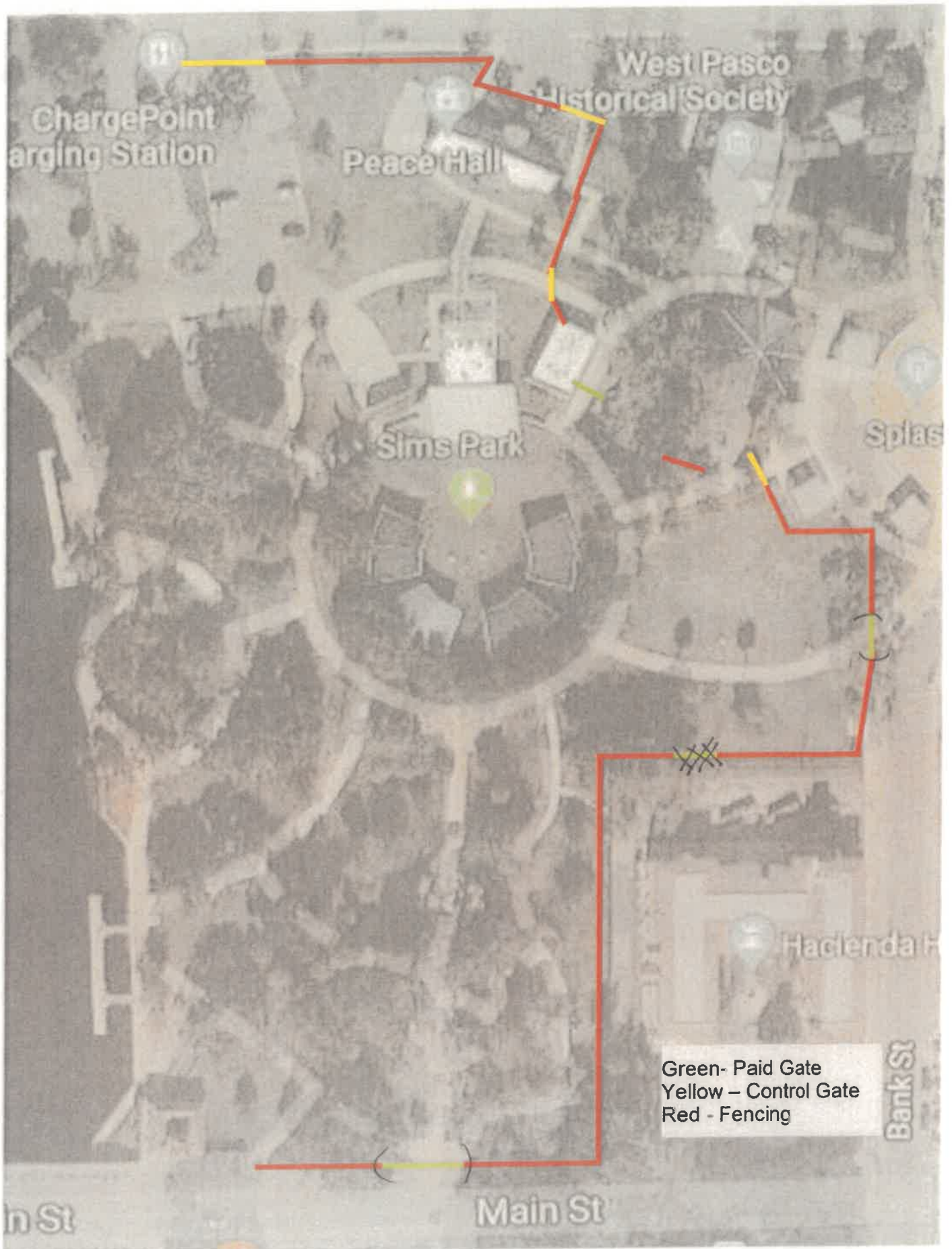
Not To Scale  
Sept 28, 2023

**Port-o-Lets 1:**  
18 Port-o-potty's  
6 Handicap  
10 Wash areas

**Port-o-Lets 2:**  
2 Port-o-potty's  
2 Handicap  
1 Wash area



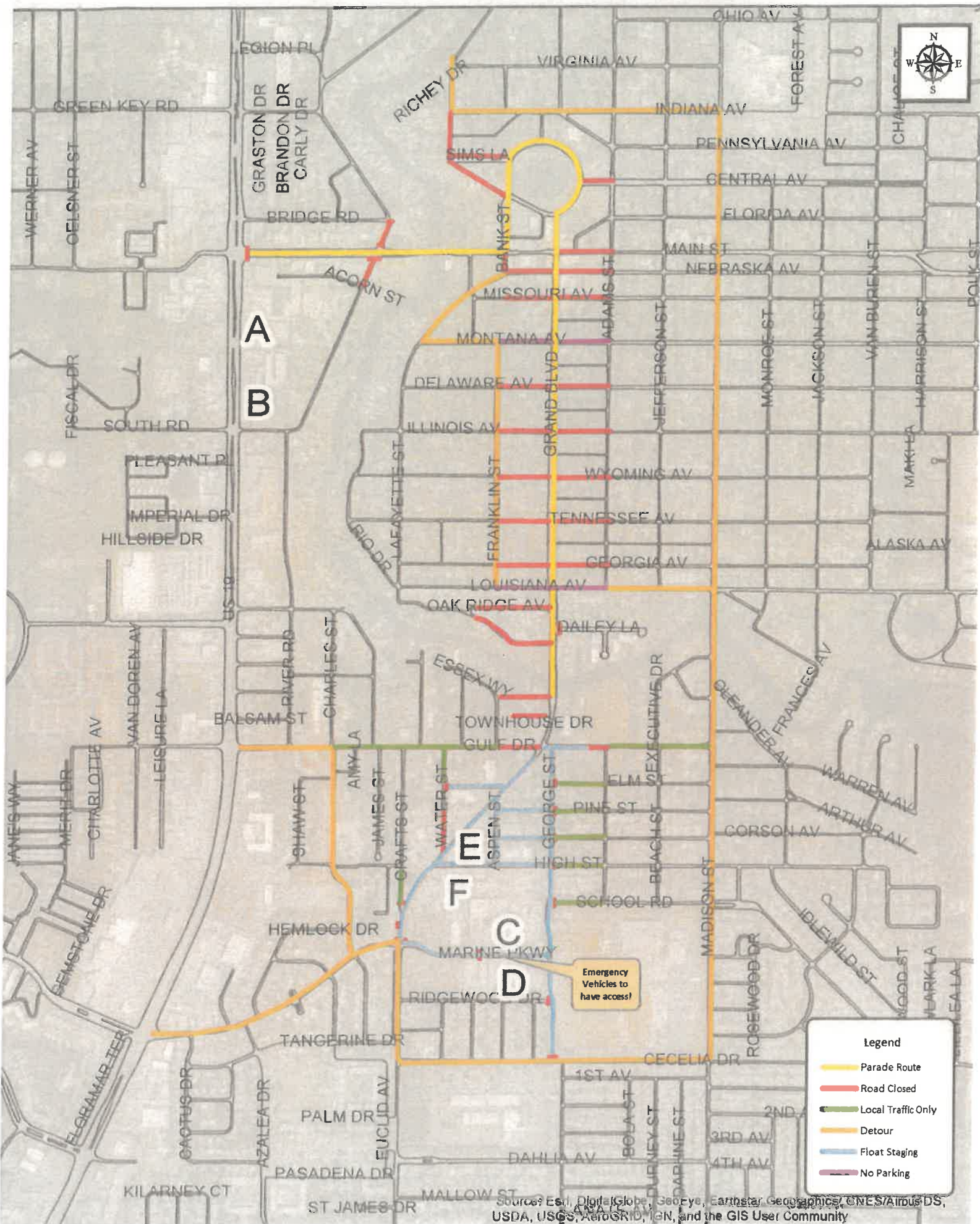
## 2024 Chasco Fencing







# Parade Route, Closures, & Detours







# City of New Port Richey Recreation & Aquatic Center MAJOR EVENT Application

\*Major events are defined as events that could include one or more of the following: events that last more than 72 hours, have an anticipated attendance of more than 1,000 or will significantly impact public streets, right of ways or public areas. All applications must be submitted at least 45 days prior to the event, but no more than 12 months before the event.

- \*Permit Fee – Major Events: \$500.00
- \*Permit Fee – Road Closure / With Parade: \$238.00

\* Do not advertise our event until you receive an approved event permit.

City of New Port Richey  
Parks and Recreation Department  
6630 Van Buren Street  
New Port Richey, FL 34653

## APPLICANT

Name of Applicant: Anissa Reveron

Title (if applicable): Executive Director

Name of Organization: Chasco Fiesta Inc.

Is your organization tax exempt? ☐ Yes ☐ No If yes, please attach documentation.

Is your organization a non-profit? ☐ Yes ☐ No If yes, please attach documentation.

Mailing Address: 5443 Main Street  
Street Address

New Port Richey FL 34652  
City State Zip Code

Phone: (727) 777-5446 (727)267-0691  
Daytime Phone Cell Phone

Email: edirector@chascofiesta.com



**EVENT**Name of Event: **Chasco Fiesta**

Description of Event (Include purpose):

**9 Day Festival with live music each night, food and other vendors**Location of Event: **Downtown New Port Richey-Sims Park**Event/Organization Web Address: **www.chascofiesta.com**

Event Date(s) &amp; Time(s):

Date	Day of the Week	Start Time	End Time
3/15/2024	Friday	4 PM	11 PM
3/16/2024	Saturday	10 AM	11PM
3/17/2024	Sunday	10AM	10PM
3/18/2024	Monday	5PM	10PM
3/19/2024	Tuesday	5PM	10PM
3/20/2024	Wednesday	5PM	10PM
3/21/2024	Thursday	5PM	10PM
3/22/2024	Friday	10AM	11PM
3/23/2024	Saturday	10AM	11PM

Setup Date(s): **3/12/24 - 3/15/24**Setup Time(s): **8:00am** to **6:00pm**Cleanup Date(s) **3/23/24 - 3/25/24**

Cleanup Time(s): 7am to 5pm

Will this be an annual event? ☒ Yes ☐ No If yes, next year's date(s) \_\_\_\_\_

### EVENT LOGISTICS

1. Estimated Attendance (Includes event crew, participants, and spectators):

60,000

This Year

60,000

Last year

Maximum number at peak time: 8,000

2. Will alcohol be served or sold? Served ☐ Sold ☒ No Alcohol ☐

3. Approximate number of food vendors: 10

\*Event promoter is responsible for obtaining copies of all licenses and insurance from each vendor and providing the same to the City. All vendors must be listed on the site plan.

4. Approximate number of all other vendors along with type i.e. crafts, sponsors, informational

\*May need to provide copy of certificate of insurance in a form acceptable to the City for each vendor:

approx. 150 over the course of the 9 days.

5. Will electricity be required?: ☒ Yes ☐ No Source city and temp poles, subpanels

Location of electricity 2 temp poles to be installed by Duke energy

\*City electric is available around the Sims Park Circle, panel box near the river, and the North and South side of Orange Lake. If an event requires additional locations, the event must provide an alternative.

6. List event equipment (Include things such as seating, tents, booths, and trucks. These should all be listed on site map as well.) \_\_\_\_\_

10 x 10 and 10 x 20 vendor tents, food trucks, storage trailers, music concert chairs

7. List entertainment type (bands, DJ, dancers, clowns, etc.): \_\_\_\_\_

9 nights of live music on stage, Native american pow wow enteertainment, Dj's and MC

8. List dates and times of music and/or amplified sound: \_\_\_\_\_

3/15/24 thru 3/23/24 5pm to 11pm

9. Will private security be provided? \_\_\_\_\_

☒ Yes ☐ No

If yes, list organization: TBA

10. Will portable restrooms be used? ☒ Yes ☐ No

If yes answer the following and list on site plan:

How many: 55 Installation Date: 3/14/24 Removal Date: 3/24/24

11. Event holders are responsible for trash removal, and must provide their own dumpsters.

Please list your plan. JD Parker will handle all trash removal and dumpsters,

grease removal to be handles by griffin industries

Will dumpsters be used? ☒ Yes ☐ No

If yes please include on site plan and answer the following:

How many: 3 Sizes: 30

Installation Date: 3/14/24 Removal Date: 3/24/24

12. Please list any admission charges, donations, parking, registration or other fee and how much.

Park Entry fee \$5 on 3/17, 3/19-3/23

Must hold concert ticket for 3/15&16 and 3/18 is free day

13. Does the Event Require Street Closures?

☒ Yes

☐ No

If yes complete the following:

Date(s) of street closure: Begin 3/22/24 End 3/23/24

Time of street closure: Begin \_\_\_\_\_ End \_\_\_\_\_

List street(s) to be closed: See Attached  
Car show and Street parade

\*A letter must be delivered to all residents that will be directly impacted by a road closure. Attach letter along with addresses to this application.

14. Will there be a parade? ☒ Yes ☐ No

If yes complete the following:

Street(s) that will be utilized for parade route: \_\_\_\_\_

Please see special application for Street Parade submitted and attached

Time assembly to begin:	<u>10:00am</u>
Time parade starts:	<u>1:00pm</u>
Total number of units in parade:	<u>140</u>
Number of people in the parade:	<u>3,000</u>
Number of vehicles in the parade:	<u>90</u>
Number of animals in parade:	<u>30</u>
Number of floats:	<u>50</u>
Number of bands:	<u>10</u>

\*Attach parade route map to application.

15. Will there be a running/walking/biking/water Event? ☒ Yes ☐ No

If yes answer the following:

Time assembly to begin: TBA

Time event starts: \_\_\_\_\_

Estimated ending time: \_\_\_\_\_

Event will be conducted on ☒ Streets ☒ Sidewalks ☐ Body of water

\*Attach route map to application

16. Will a City dock be used for the event? ☒ Yes ☐ No

If yes, hours of use: 7:00am - 4:00pm

Location of dock: City of New Port Richey Boat Dock on River RD

List vendors who will use the dock: none

\*Any dock used for the event will need to remain open to the public during the event.

17. Please check the additional facilities/Areas you plan on using.

- ☒ Pavilion(s)
- ☒ Orange Lake
- ☒ Amphitheatre (requires an additional rental fee)
- ☒ Peace Hall (requires an additional rental fee)

What is your Organization doing to fund or support Activities within the local Community?

Chasco Fiesta is the host of the 9 day festival which gives non profits  
the opportunity to raise money for their cause or organization.

What Groups or Individuals received financial or other support from your Group in the past year?

See Above



As the applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the event policy and procedure manual, the resolution and City ordinance pertaining to Special Events, the event rules, guidelines, requirements, for tents and all policies, rules, regulations, and code provisions of the City of New Port Richey. I understand that any violations may result in immediate cancellation and revocation of the Event Permit. I further certify that all facts contained in this request are accurate.

For events on public property, I agree to obtain and furnish the City of New Port Richey with a certificate of general liability insurance in the amount of \$1,000,000.00 or greater as deemed by the City Risk Manager. The insurance must name the City of New Port Richey as an additional insured.

I understand incomplete applications or any outstanding financial obligations with any department within the City of New Port Richey may result in a denial of my request.

Print Name of Applicant or Authorized Representative: Anissa Reveron

Signature of Applicant or Authorized Representative: \_\_\_\_\_

Date: 9/22/23

Subscribed and sworn to before me this 22nd day of September, 2023  
Who is personally known to me and/or produced a Florida License as  
identification.

STATE OF FLORIDA, COUNTY OF PASCO

Notary Public: \_\_\_\_\_



VASILIKI BIKAKIS  
Commission # HH 416340  
Expires June 29, 2027

My Commission expires: \_\_\_\_\_



## Authorization for Applicant's Representative(s)

I Chasco Fiesta Inc., applicant, hereby authorize Anissa Reveron to act as my representative(s) in all matters pertaining to the processing and approval of this application, including modifying the project. I agree to be bound by all representatives and agreements made by the designated representative.

Signature of Applicant(s): 

Date: 9/22/23

Subscribed and sworn to before me this 22<sup>nd</sup> day of September, 20 23  
Who is personally known to me and/or produced a Florida license as identification.

STATE OF FLORIDA, PASCO COUNTY

Notary Public: 

My Commission expires:



VASILIKI BIKAKIS  
Commission # HH 416340  
Expires June 29, 2027

# Hold Harmless Agreement

I Chasco Fiesta Inc., agree to protect the City of New Port Richey, Florida against all losses arising out of claims, in connection with the  
2024 CHASCO FIESTA

Without limiting the generality of the foregoing, and all workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The  
Further agrees to investigate, handle, respond to, provide defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims etc.) is groundless, false or fraudulent.

In any case in which such indemnification would violate any applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees.

## Certification:

I Anissa Reveron do certify that I am Executive Director  
of Chasco Fiesta Inc.,  
and that I am authorized to issue this hold harmless agreement; and that this hold harmless agreement is defined as an insured contract under a commercial general liability insurance policy currently in effect for the entity/organization.

Signature of applicant: [Signature]

Date: 9/22/23

STATE OF FLORIDA, COUNTY OF PASCO

Notary Public [Signature]

My Commission Expires: 06/29/2027



VASILIKI BIKAKIS  
Commission # HH 416340  
Expires June 29, 2027

Page 10 of

**2023 Chasco Fiesta Steering Committee Members**

<b><u>FIRST</u></b>	<b><u>LAST</u></b>	<b><u>POSITION</u></b>	<b><u>ADDRESS</u></b>	<b><u>CITY</u></b>	<b><u>ST</u></b>	<b><u>ZIP</u></b>	<b><u>PHONE</u></b>
		EXECUTIVE DIRECTOR			FL	34668	727-243-5157
CAMI	AUSTIN	CHAIR	5443 MAIN ST	NEW PORT RICHEY	FL	34652	727-514-9020
CHUCK	GREY	VICE CHAIR	5443 MAIN ST	NEW PORT RICHEY	FL	34652	727-992-9801
PETER	ALTMAN	TREASURER	5919 MAIN ST	NEW PORT RICHEY	FL	34652	727-247-2375
KURT	CONOVER	SPONSORSHIP	5443 MAIN ST	NEW PORT RICHEY	FL	34652	727-207-3491
GARY	GANN	ENTERTAINMENT	5721 GRAND BLVD	NEW PORT RICHEY	FL	34652	727-457-3982
MARK	EWALD	SECURITY	5443 MAIN ST	NEW PORT RICHEY	FL	34652	
AL	RENEDO	LOGISTICS	5500 RivadelPlace	NEW PORT RICHEY	FL	34652	727-735-4672
ARLENE	BROCK	HOSPITALITY	6121 MASSACHUSETTS AVE	NEW PORT RICHEY	FL	34652	727-992-6811
TINA	O'DANIELS	VOLUNTEERS	3149 CHALON ST	NEW PORT RICHEY	FL	34652	727-809-1816
DEBRA	GOLINSKI	HOSPITALITY	4443 ROWAN RD	NEW PORT RICHEY	FL	34652	727-834-5479
ANGEL	COOK	PARADES/EVENTS	5443 MAIN ST	NEW PORT RICHEY	FL	34652	727-457-4849
JUDITH	KOUTSOS	HOSPITALITY					

**APPENDIX A**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

The Cothron Group  
1540 International Pkwy  
Suite 2000  
Lake Mary  
FL 32746

CONTACT NAME: Sandy Talbot

PHONE (A/C, No, Ext): (407) 536-5326

FAX (A/C, No):

E-MAIL ADDRESS: sandy@tcg-ip.com

**INSURER(S) AFFORDING COVERAGE**

NAIC #

INSURER A: Alliance of Nonprofits for Insurance

# 10023

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**INSURED**

Chasco Fiesta, Inc.  
5636 Grand Blvd., Ste. A  
New Port Richey, FL 34652

**COVERAGES**

CERTIFICATE NUMBER: CL2321301421

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		2023-77286	02/13/2023	02/13/2024	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
						MED EXP (Any one person)	\$ 20,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COM/OP AGG	\$ 3,000,000
							\$
						COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
		PROPERTY DAMAGE (Per accident)	\$				
			\$				
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	N/A			PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below						
A	DIRECTORS & OFFICERS		2023-77286	02/13/2023	02/13/2024	Each Wrongful Act	\$ 1,000,000
						Annual Aggregate	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GL Policy has blanket additional insured coverage when required by written contract.

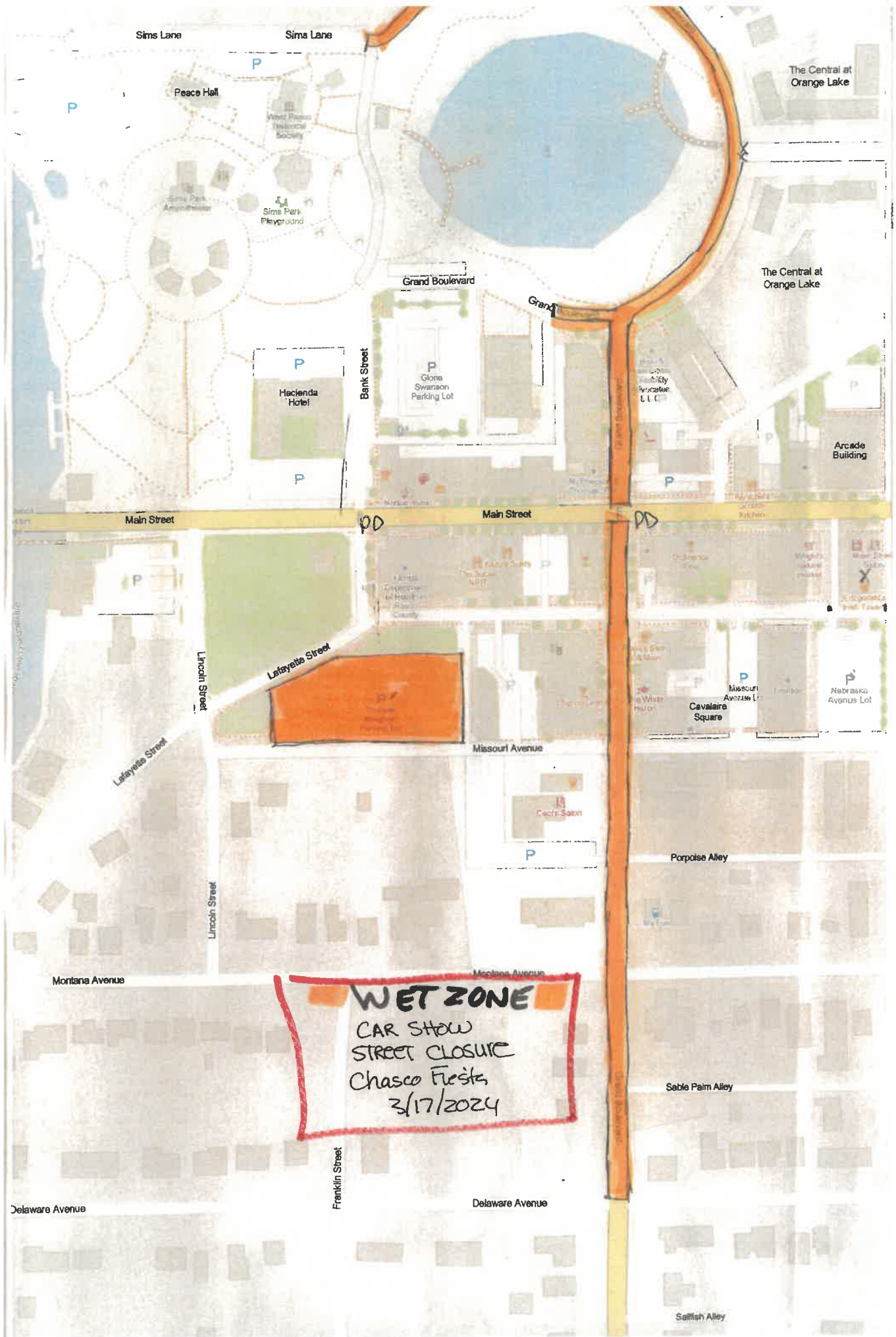
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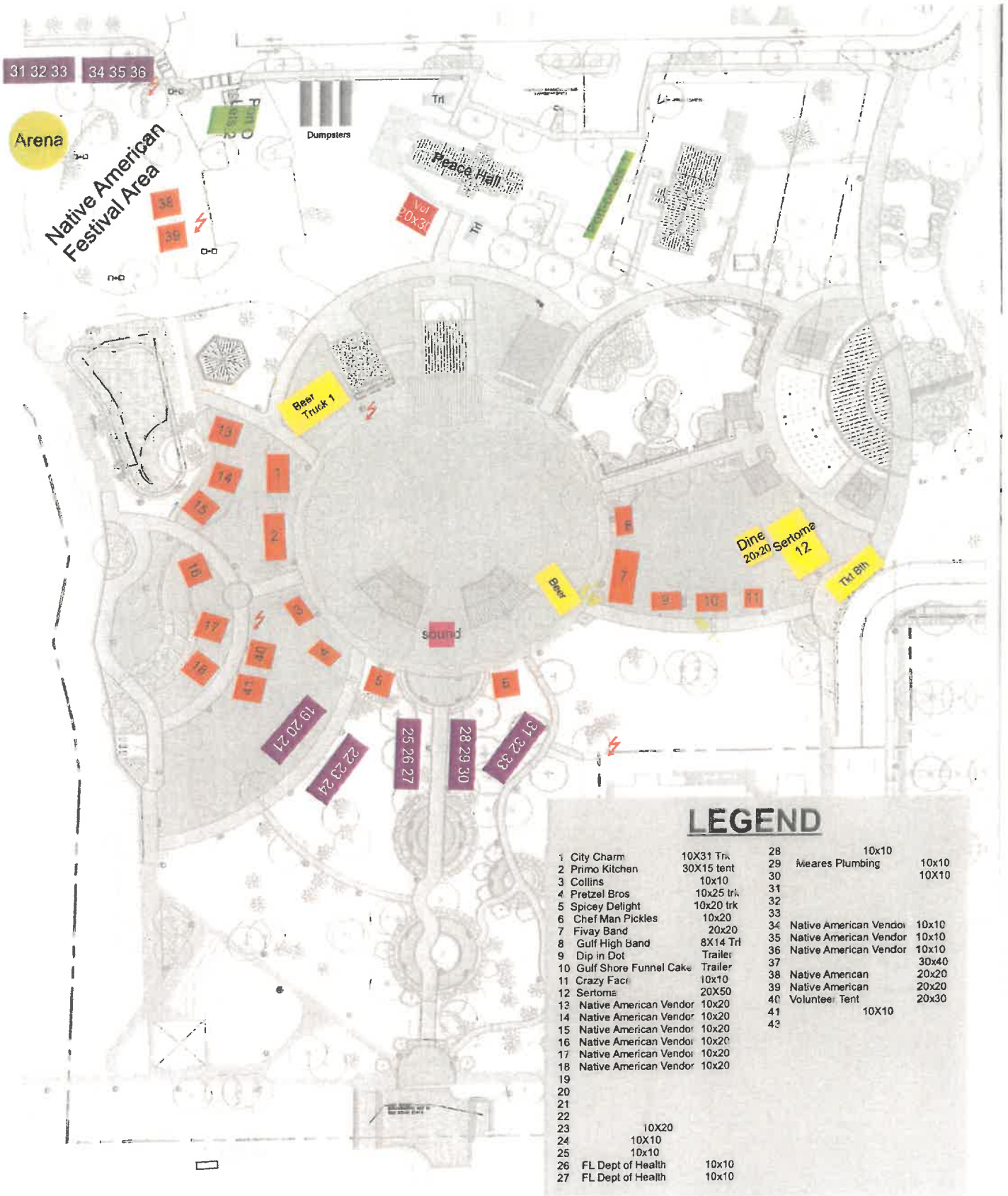
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AUTHORIZED REPRESENTATIVE

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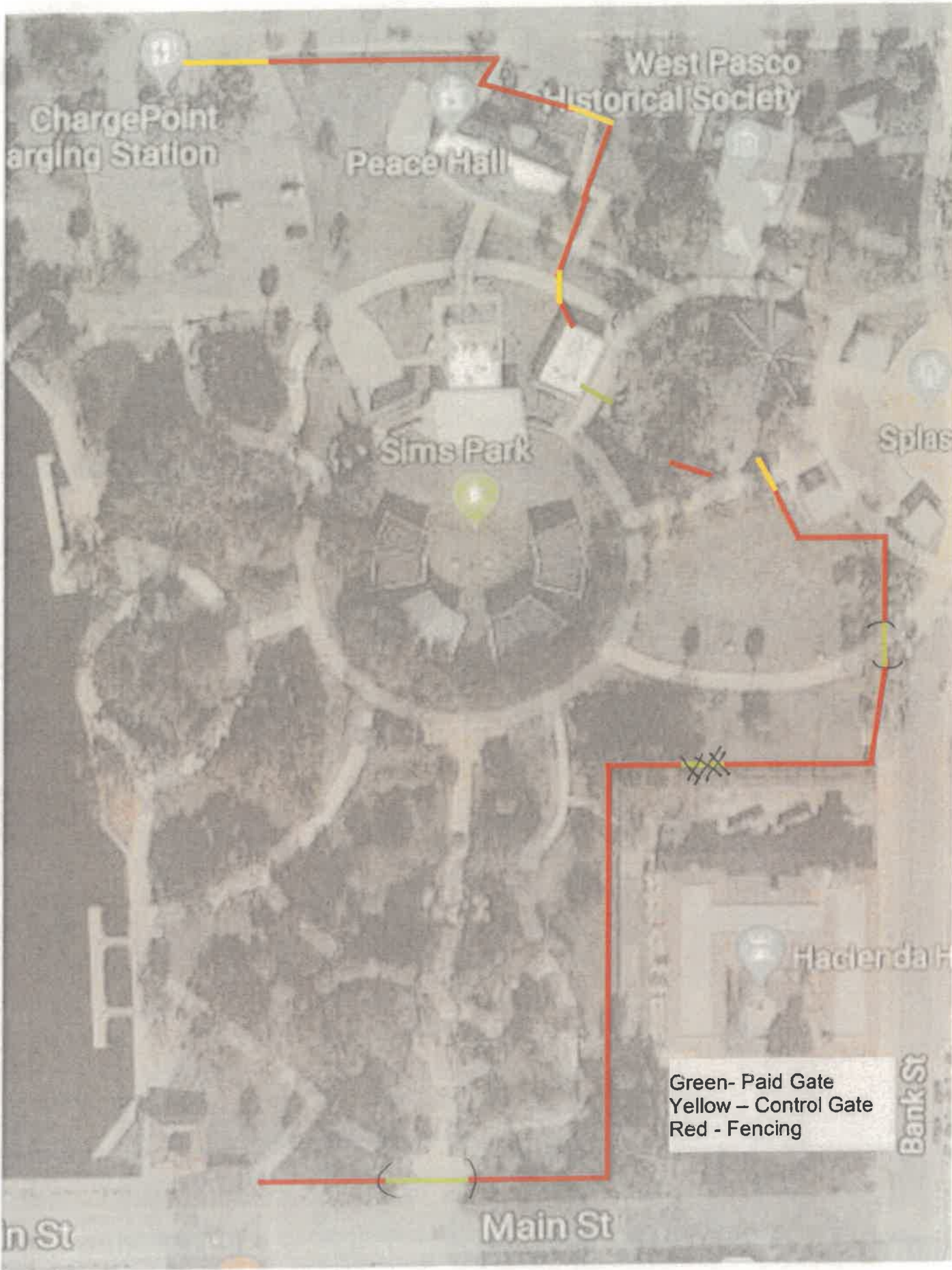
Not To Scale  
Sept 28, 2023

Port-o-Lets 1:  
18 Port-o-potty's  
6 Handicap  
10 Wash areas

Port-o-Lets 2:  
2 Port-o-potty's  
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1 Wash area

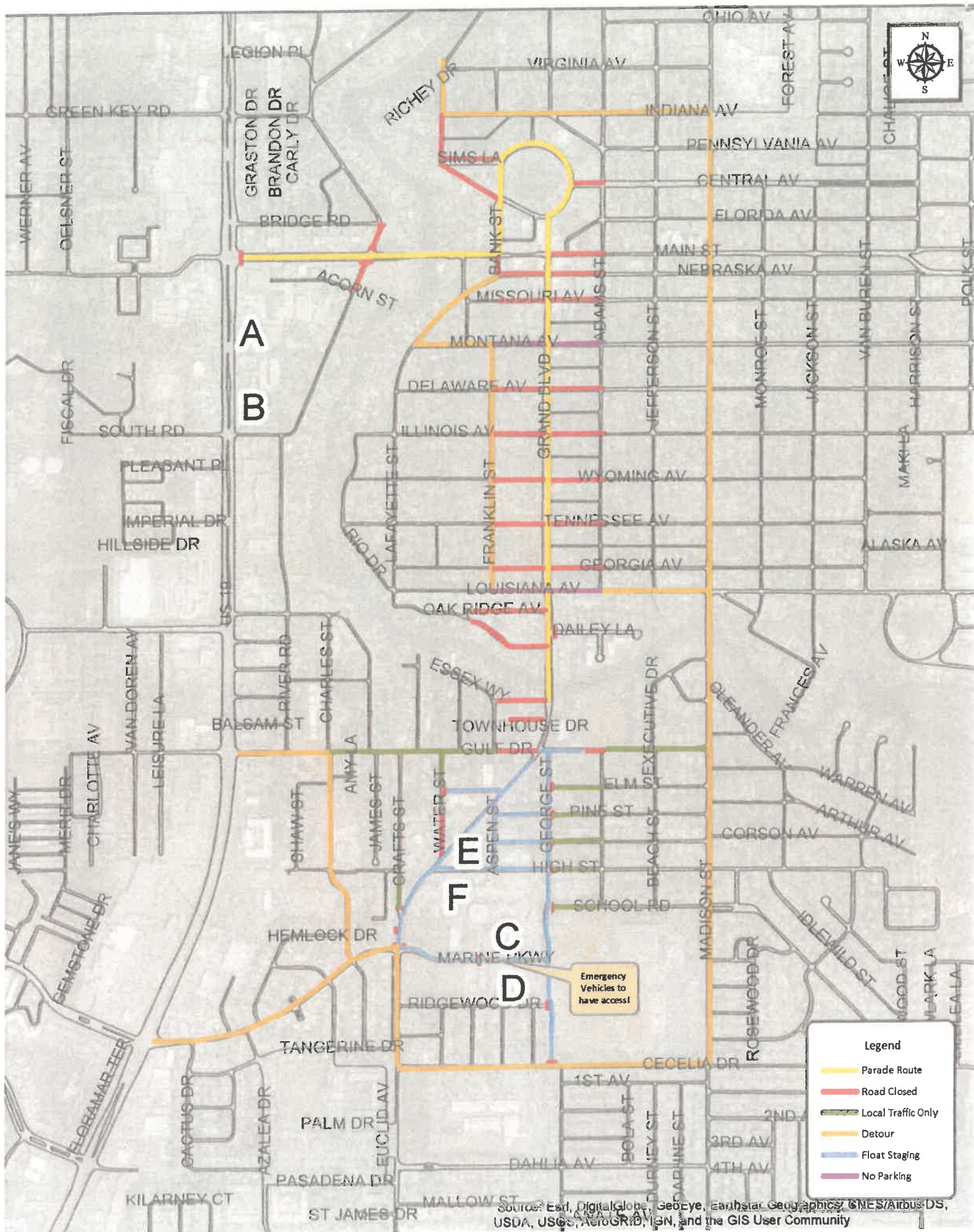


2024 Chasco Fencing





# Parade Route, Closures, & Detours



**DBPR ABT-6003 – Division Of Alcoholic Beverages and Tobacco Application for  
One/Two/Three Day Permits or Special Sales License**

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**DBPR Form  
ABT- 6003  
Revised 09/2010**

**NOTE – This form must be submitted as part of an application packet**

*If you have any questions or need assistance in completing this application, please contact the Department of Business and Professional Regulation or your local district office. Please submit your completed application to your local district office at least (7) days prior to the first date of the event to insure the permit is issued by the event date. This application may be submitted by mail, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's page of the DBPR web site at the link provided below.*

<http://www.state.fl.us/dbpr/abt/contact/index.shtml>

**SECTION 1 – CHECK TRANSACTION REQUESTED**

**Transaction Type:**

☒ One/Two/Three Day Permit

☐ Special Sales License

**SECTION 2 – LICENSE INFORMATION**

**Full Name of Applicant Organization (This is the name the license/permit will be issued in)**  
WEST PASCO SERTOMA CLUB INC.

**Department of State Division of Corporations Document #**

**FEIN Number**  
51-0252228

**Business Name (D/B/A) or Name of Event**  
WEST PASCO SERTOMA BEEF BBQ

**Location of Event (Street and Number)**  
6341 BANK STREET (Sim's Park)

**City**  
New Port Richey

**County**  
Pasco County

**State**  
FL

**Zip Code**  
34652

**Mailing Address (Street or P.O. Box)**  
P.O. Box 1302

**City**  
New Port Richey,

**State**  
FL

**Zip Code**  
34652

**Contact Person**  
Debra Golinski

**Telephone Number**  
727-808-2812 ext.


**Email Address**  
debra@familyhearinghelp.org


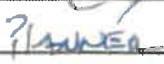
**Date(s) Permit Desired**  
March 18 2024

March 19 2024

March 20 2024

**ABT District Office Received / Date Stamp**

SECTION 3 – SALES TAX TO BE COMPLETED BY THE DEPARTMENT OF REVENUE	
Full Name of Applicant Organization WEST PASCO SERTOMA CLUB, INC.	
The named applicant for a license/permit has complied with the Florida Statutes concerning registration for Sales and Use Tax and has agreed to pay any applicable taxes due.	
Signed 	Date 1/25/24
Title Executive Director	
Department of Revenue Stamp:	

SECTION 4 - ZONING TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING THE EVENT LOCATION	
Location of Event (Street and Number) 6341 BANK STREET (Sim's Park)	
City New Port Richey	County Pasco
The location complies with zoning requirements for the temporary sale of alcoholic beverages pursuant to this application for a One/Two/Three Day Permit.	
Signed 	Date 2/16/25
Title 	

**Note: College fraternities and sororities must meet certain additional conditions which can be found in the application instructions and requirements.**



**SECTION 5 – DESCRIPTION OF PREMISES TO BE LICENSED**  
**AB&T AUTHORIZED SIGNATURE REQUIRED**

Business Name (D/B/A) or Name of Event  
WEST PASCO SERTOMA BEEF BBQ

Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show each floor plan.

Please see the attached  
layout of Sim's Park. Beer  
Station are marked in yellow!

**DBPR ABT-6003 – Division Of Alcoholic Beverages and Tobacco Application for  
One/Two/Three Day Permits or Special Sales License**

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**DBPR Form  
ABT- 6003  
Revised 09/2010**

**NOTE – This form must be submitted as part of an application packet**

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WEST PASCO SERTOMA CLUB INC.

**Department of State Division of Corporations Document #**

**FEIN Number**  
51-0252228

**Business Name (D/B/A) or Name of Event**  
WEST PASCO SERTOMA BEEF BBQ

**Location of Event (Street and Number)**  
6341 BANK STREET (Sim's Park)

**City**  
New Port Richey

**County**  
Pasco County

**State**  
FL

**Zip Code**  
34652

**Mailing Address (Street or P.O. Box)**  
P.O. Box 1302

**City**  
New Port Richey,

**State**  
FL

**Zip Code**  
34652

**Contact Person**  
Debra Golinski

**Telephone Number**  
727-808-2812 ext.


**Email Address**  
debra@familyhearinghelp.org


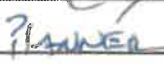
**Date(s) Permit Desired**  
March 21 2024

March 22 2024

March 23 2024

**ABT District Office Received / Date Stamp**

SECTION 3 – SALES TAX TO BE COMPLETED BY THE DEPARTMENT OF REVENUE	
Full Name of Applicant Organization WEST PASCO SERTOMA CLUB, INC.	
The named applicant for a license/permit has complied with the Florida Statutes concerning registration for Sales and Use Tax and has agreed to pay any applicable taxes due.	
Signed 	Date 1/25/24
Title Executive Director	
Department of Revenue Stamp:	

SECTION 4 - ZONING TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING THE EVENT LOCATION	
Location of Event (Street and Number) 6341 BANK STREET (Sim's Park)	
City New Port Richey	County Pasco
The location complies with zoning requirements for the temporary sale of alcoholic beverages pursuant to this application for a One/Two/Three Day Permit.	
Signed 	Date 2/16/25
Title 	

**Note: College fraternities and sororities must meet certain additional conditions which can be found in the application instructions and requirements.**



**SECTION 5 – DESCRIPTION OF PREMISES TO BE LICENSED**  
**AB&T AUTHORIZED SIGNATURE REQUIRED**

Business Name (D/B/A) or Name of Event  
WEST PASCO SERTOMA BEEF BBQ

Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show each floor plan.

Please see the attached  
layout of Sim's Park. Beer  
Station are marked in yellow!

**DBPR ABT-6003 – Division Of Alcoholic Beverages and Tobacco Application for  
One/Two/Three Day Permits or Special Sales License**

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**DBPR Form  
ABT- 6003  
Revised 09/2010**

**NOTE – This form must be submitted as part of an application packet**

*If you have any questions or need assistance in completing this application, please contact the Department of Business and Professional Regulation or your local district office. Please submit your completed application to your local district office at least (7) days prior to the first date of the event to insure the permit is issued by the event date. This application may be submitted by mail, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's page of the DBPR web site at the link provided below.*

<http://www.state.fl.us/dbpr/abt/contact/index.shtml>

**SECTION 1 – CHECK TRANSACTION REQUESTED**

**Transaction Type:**

☒ One/Two/Three Day Permit

☐ Special Sales License

**SECTION 2 – LICENSE INFORMATION**

**Full Name of Applicant Organization (This is the name the license/permit will be issued in)**  
WEST PASCO SERTOMA CLUB INC.

**Department of State Division of Corporations Document #**

**FEIN Number**  
51-0252228

**Business Name (D/B/A) or Name of Event**  
WEST PASCO SERTOMA BEEF BBQ

**Location of Event (Street and Number)**  
6341 BANK STREET (Sim's Park)

**City**  
New Port Richey

**County**  
Pasco County

**State**  
FL

**Zip Code**  
34652

**Mailing Address (Street or P.O. Box)**  
P.O. Box 1302

**City**  
New Port Richey,

**State**  
FL

**Zip Code**  
34652

**Contact Person**  
Debra Golinski

**Telephone Number**  
727-808-2812 ext.


**Email Address**  
debra@familyhearinghelp.org



**Date(s) Permit Desired**  
March 15 2024

March 16 2024

March 17 2024

**ABT District Office Received / Date Stamp**

SECTION 3 - SALES TAX TO BE COMPLETED BY THE DEPARTMENT OF REVENUE	
Full Name of Applicant Organization WEST PASCO SERTOMA CLUB, INC.	
The named applicant for a license/permit has complied with the Florida Statutes concerning registration for Sales and Use Tax and has agreed to pay any applicable taxes due.	
Signed 	Date 1/25/24
Title Executive Director	
Department of Revenue Stamp:	

SECTION 4 - ZONING TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING THE EVENT LOCATION	
Location of Event (Street and Number) 6341 BANK STREET (Sim's Park)	
City New Port Richey	County Pasco
The location complies with zoning requirements for the temporary sale of alcoholic beverages pursuant to this application for a One/Two/Three Day Permit.	
Signed 	Date 2/16/25
Title 	

**Note: College fraternities and sororities must meet certain additional conditions which can be found in the application instructions and requirements.**

**SECTION 5 – DESCRIPTION OF PREMISES TO BE LICENSED**  
**AB&T AUTHORIZED SIGNATURE REQUIRED**

Business Name (D/B/A) or Name of Event  
WEST PASCO SERTOMA BEEF BBQ

Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show each floor plan.

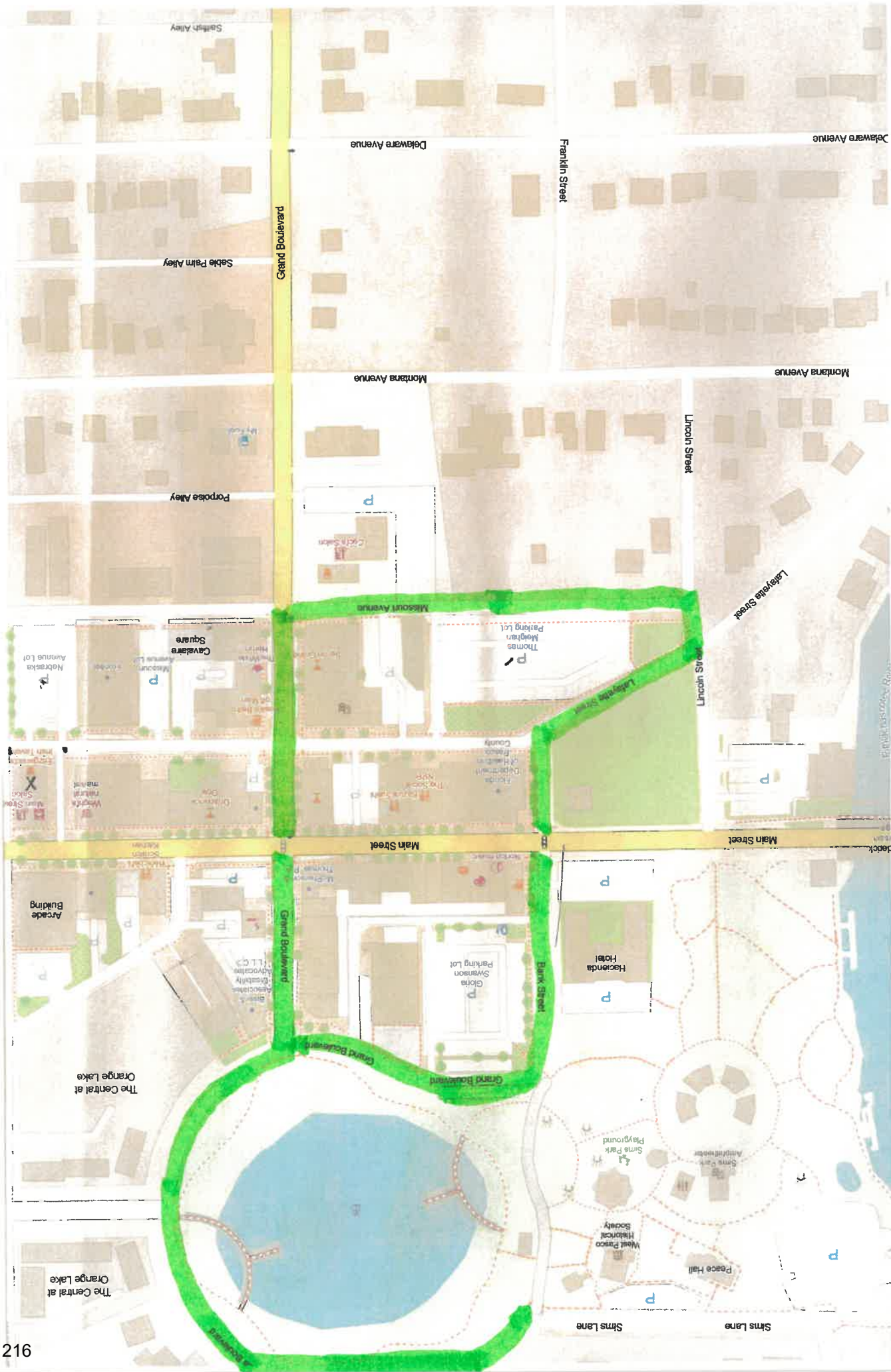
Please see the attached  
layout of Sim's Park. Beer  
Station are marked in yellow!

The map displays the layout of downtown Chasco, Oregon, with a focus on Main Street. A large orange-shaded area on Main Street, bounded by Grand Boulevard to the north and Missouri Avenue to the south, is marked for a "CAR SHOW STREET CLOSURE" on "Chasco First" on "3/17/2024". The map includes various landmarks and streets, such as Sims Lane, Main Street, Grand Boulevard, Montana Avenue, and Delaware Avenue. Other notable locations include Peace Hall, Sim's Park Amphitheater, and the Central at Orange Lake. The map also shows the location of "Cavalier Square" and "Cavalier Square" on Main Street.

The map displays the layout of downtown Chasco, Oregon, with a focus on Main Street. A large orange-shaded area on Main Street, bounded by Grand Boulevard to the north and Missouri Avenue to the south, is marked for a "CAR SHOW STREET CLOSURE" on "Chasco First" on "3/17/2024". The map includes various landmarks and streets, such as Sims Lane, Main Street, Grand Boulevard, Montana Avenue, and Delaware Avenue. Other notable locations include Peace Hall, Sim's Park Amphitheater, and the Central at Orange Lake. The map also shows the location of "Cavalier Square" and "Cavalier Square" on Main Street.



# CHASCO CAR SHOW WET ZONE Site Plan







# NEW PORT RICHEY

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

**TO:** City of New Port Richey City Council  
**FROM:** Robert Kochen, Chief of Police  
**DATE:** 2/6/2024  
**RE:** Recommendation of Firm for RFP24-009 Purchase of 3D Crime Scene Mapper

## REQUEST:

The request for City Council is to approve the purchase of a 3D Crime Scene Mapper from FARO Technologies, Inc in the amount of \$61,793.79. Also, approve the corresponding budget amendment that allocates the United States Department of Justice (USDOJ) grant funding dollars to the F.Y. 23/24 police budget for the purchase of the 3D Crime Scene mapper.

## DISCUSSION:

On November 7, 2023, the City Council approved the USDOJ Reducing Violent Crime through Technology and Community Engagement Project Grant for the New Port Richey Police Department in the amount of \$183,120.00. The purchase of a 3D Crime Scene Mapper was listed (along with other essential equipment) in the USDOJ grant as an essential item for enhancing our ability to process crime scenes with advanced technology.

The city went out to bid on December 27, 2023, and received two 3D Crime Scene Mapper bid proposals under RFP #24-009 from FARO Technologies, Inc in the amount of \$61,793.79 and from Duncan and Parnell in the amount of \$65,634.38.

After a thorough evaluation of the two bids submitted in response to City RFP #24-009, we are recommending that the City Council approve the selection of FARO Technologies, Inc to procure the 3D Crime Scene Mapper in the amount of \$61,793.79. FARO Technologies, Inc met all the criteria set forth in the bid selection process, has a stellar reputation among law enforcement agencies in the Tampa Bay area, and was the lowest bidder.

## RECOMMENDATION:

Approve purchase of the 3D Crime Scene Mapper from FARO Technologies, Inc in the amount of \$61,793.79 along with the corresponding budget amendment that allocates the USDOJ grant funding dollars for the 3D crime Scene Mapper to the F.Y. 23/24 police budget.

## BUDGET/FISCAL IMPACT:

Funding provided by the approved USDOJ grant.

## ATTACHMENTS:

Description	Type
❑ Budget Amendment - 3D Crime Scene Mapper	Backup Material
❑ FARO Technologies RFP 24-009 Quote	Backup Material
❑ RFP 24-009 Bid Advertisement and Affidavit	Backup Material



## BUDGET AMENDMENT REQUEST

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

Account No.		Division	Description	Budget Current	Change	Proposed Budget
001064	46431	General	Special Purpose Equipment	24,450	61,795	86,245
001	331361	General	US DOJ Grant	-	61,795	61,795
						-
						-
						-
						-
						-
						-

[illegible]

Requested By: Robert Kochen  
Department Head

Approved By: \_\_\_\_\_  
Finance Director Crystal Dunn  
City Manager

Council Action Required ☒ Yes ☐ No (If Yes, Date Approved \_\_\_\_\_)

Date Posted \_\_\_\_\_ Current Month \_\_\_\_\_ Posted By: \_\_\_\_\_



FARO Technologies Inc  
125 Technology Park, Lake Mary FL  
32746-6204  
Phone No: 407-333-9911

**Account Manager:** Joi Haner  
**Email:** joi.haner@faro.com  
**Sales Support:** Megan Timlin  
**Contact Person:**

**Quotation No:** 02310249  
**Quotation Date:** 12/27/2023  
**Expiration Date:** 01/26/2024

**Lead Time:** 2-6 weeks  
**Ship:** Standard/Ground  
**Payment Terms:** 30 Days net  
**Delivery Terms:** Ex Works

**Bill To:**

New Port Richey Police  
Department  
6739 ADAMS ST  
NEW PORT RICHEY,FL,34652  
US

**Ship To:**

New Port Richey Police  
Department  
NEW PORT RICHEY,United States  
6739 ADAMS ST  
NEW PORT RICHEY,FL,34652  
US

**Notes:****UNIT COSTS**

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	DISCOUNT	TOTAL AMOUNT
LS9-HU	<b>FARO Focus Premium USA</b>  Laser Scanner Focus Premium ships with: 1x Focus Premium scanner head, 1x Status Indicator, 1x Quick Release, 1x Power Block Battery, 1x Battery Power Dock , 1x Power Supply, 1x 64GB High-Speed SD Card and reader, 1x rugged transport case, 1x calibration certificate, 1x quick start guide, manufacturer warranty	1	\$ 41,860.00	\$ 6,279.00	<b>\$ 35,581.00</b>



Check Payments:  
FARO Technologies, Inc.  
PO Box 116908  
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204  
Electronic Payments:  
FARO Technologies, Inc.  
ABA: 061000104  
Swift Nbr: SNTRUS3A  
USD Account #: 1000009578609

Phone No: 407-333-9911  
www.faro.com  
Nasdaq: FARO

<b>ACCS-PWR-0014</b>	<b>3D_AC_LS_FocusS Battery Power Block</b> Power Block battery for Focus laser scanner and Freestyle.	<b>1</b>	\$ 610.00	\$ 61.00	<b>\$ 549.00</b>
<b>ACCS8032</b>	<b>3D_AC_LS_Standard Carbon Fiber Tripod</b> Carbon fiber tripod, super lightweight, highly stable, low-vibration, customized for Focus scanners for perfect performance and increased durability.	<b>1</b>	\$ 1,200.00	\$ 120.00	<b>\$ 1,080.00</b>
<b>COMP0123X64</b>	<b>VR Ready Notebook</b> High-end notebook computer. Contact your FARO representative for current specifications.	<b>1</b>	\$ 5,590.00	\$ 559.00	<b>\$ 5,031.00</b>
<b>TR-SCN-POS</b>	<b>Laser Scanner Tr. - FARO Fac. - Inc</b> Available only at point of FARO system sale. Includes training for 2 Trainees.	<b>1</b>	\$ 0.00	\$ 0.00	<b>\$ 0.00</b>

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Phone No: 407-333-9911  
www.faro.com  
Nasdaq: FARO

TR-SCN-POS-FOR-O	<b>OnSite Forensics Cust-Site Upg. 5 Day</b>	1	\$ 9,130.00	\$ 0.00	<b>\$ 9,130.00</b>
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Available only at point of FARO system sale. Customer Site Upgrade - five day course that discusses forensic applications with FARO Scanner with FARO Software, setup, and basic measurements. Customer Site Trainings are designed for up to 4 people to ensure proper transfer of knowledge and understanding. Price per class. Training days must be taken together on consecutive days, and cannot be split into individual days.

ACCS-CASE-0012	<b>Focus Standard Tripod Bag</b>	1	\$ 150.00	\$ 0.00	<b>\$ 150.00</b>
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Carrying bag for a standard tripod. Attachable to a backpack.

SV2-SCN-Y3	<b>FOCUS Premium Complete Care-Year 3</b>	1	\$ 5,270.00	\$ 1,054.00	<b>\$ 4,216.00</b>
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Complete care coverage for Focus Premium scanners. Includes parts and labor for repairs and annual cleaning and calibration. Covers through year 3 from point of sale.

SSA51007-1Y	<b>SSA51007-FARO Zone 3D Expert</b>	1	\$ 1,800.00	\$ 360.00	<b>\$ 1,440.00</b>
-------------	-------------------------------------	---	-------------	-----------	--------------------



Contract Date: 12/27/2023 - 12/27/2024

Check Payments:  
FARO Technologies, Inc.  
PO Box 116908  
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

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USD Account #: 1000009578609

Phone No: 407-333-9911  
www.faro.com  
Nasdaq: FARO

Continued

Quotation No: 02310249

SOFTL0001	Single User Soft Lock	1	\$ 0.00	\$ 0.00	\$ 0.00
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SSA0900-1Y	SSA0900-Scene	1	\$ 2,040.00	\$ 408.00	\$ 1,632.00
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**SCENE**

SCENE. New License. Includes standard maintenance. License containers sold separately.

Contract Date: 12/27/2023 - 12/27/2024

SOFTL0001	Single User Soft Lock	1	\$ 0.00	\$ 0.00	\$ 0.00
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## RECURRING COSTS

ITEM NO.	DESCRIPTION	YRS	ANNUAL PRICE	DISCOUNT	SUBTOTAL
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<b>Total Unit Price:</b>	<b>\$ 67,650.00</b>
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<b>Total Recurring Costs:</b>	<b>\$ 0.00</b>
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<b>Total Discount:</b>	<b>-( \$ 8,841.00)</b>
------------------------	------------------------

<b>Sub Total:</b>	<b>\$ 58,809.00</b>
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<b>Shipping &amp; Handling:</b>	<b>\$ 28.42</b>
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<b>Total Excluding Tax:</b>	<b>\$ 58,837.42</b>
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<b>Total Taxes:</b>	<b>\$ 2,956.37</b>
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<b>Total Due: (USD)</b>	<b>\$ 61,793.79</b>
-------------------------	---------------------

Check Payments:  
FARO Technologies, Inc.  
PO Box 116908  
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

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Phone No: 407-333-9911  
www.faro.com  
Nasdaq: FARO



Continued

Quotation No: 02310249

**\*\*Note: Taxes on this quote are budgetary estimates and are not binding. Taxes charged will be based on applicable tax rates assessed at the time of final invoice.**

**Quote, including FARO Standard Delivery Terms and Conditions, accepted**

Signature: \_\_\_\_\_ Print: \_\_\_\_\_

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

Accounts Payable Name: \_\_\_\_\_ Email: \_\_\_\_\_

Do you require a PO number to be referenced on the invoice ( ) No ( ) Yes - PO #: \_\_\_\_\_

Check Payments:  
FARO Technologies, Inc.  
PO Box 116908  
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

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Phone No: 407-333-9911  
www.faro.com  
Nasdaq: FARO

Continued

**Quotation No:** 02310249

**COVID-19**

FARO does not assume any risk for (i) late deliveries of goods, (ii) customers' inability or impracticability to receive or use our devices or software, and for (iii) delivery disruptions, that are due to the COVID-19 pandemic and ensuing government measures (shut downs, lock-downs, quarantines).

**PURCHASE AGREEMENT AND CONDITIONS OF SALE:** As a condition of this agreement, the applicable contract terms are FARO's Standard Terms and Conditions of Sale, or, if the Parties have entered into current master sales terms, such negotiated master terms.

The FARO Standard Terms and Conditions can be found at the following Web link (if such is not an active link, please copy and paste the Web address into a Web browser):

<https://www.faro.com/terms/>

You can also obtain the terms from your FARO sales representative or please email [Contracts.AMER@faro.com](mailto:Contracts.AMER@faro.com) for a copy.

The following article contains all our calibration information under their respective product headings

[https://knowledge.faro.com/Essentials/Hardware/Compensation\\_Calibration\\_and\\_Certification\\_Standards\\_for\\_FARO\\_Devices](https://knowledge.faro.com/Essentials/Hardware/Compensation_Calibration_and_Certification_Standards_for_FARO_Devices)

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Electronic Payments:  
FARO Technologies, Inc.  
ABA: 061000104  
Swift Nbr: SNTRUS3A  
USD Account #: 1000009578609

Phone No: 407-333-9911  
[www.faro.com](http://www.faro.com)  
Nasdaq: FARO





# 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:** 2/6/2024

**RE:** ITB24-006 WWTP Sand Filter Expansion Joint Restoration Bid Award

## REQUEST:

Attached for City Council review and consideration for approval is the low bid in the amount not to exceed \$48,000 and award the project to Razorback LLC for the sand filter expansion joint restoration. Two (2) sealed bids were opened by the City on January 12, 2024 with the low bid in the amount of \$48,000 and the high bid in the amount \$61,831.

## DISCUSSION:

The planned rehabilitation project is part of the ongoing preventative maintenance program at the WWTP. This project includes the sealing of joint cracks in the plant's sand filter tank two that has about 1.270 million gallons flowing through it daily of partially treated effluent. This filtering process applies constant pressure pushing out on the existing seams. Any leaks can constitute a Sanitary Sewer Overflow (SSO), requiring the City to notify the Florida Department of Environmental Protection that can constitute significant fines to the City.

## RECOMMENDATION:

Approval of the low bid and project award are recommended.

## BUDGET/FISCAL IMPACT:

Funding is identified as Water Pollution Control Capital Equipment/Improvement Program Account No. 401111.46399. As City Council is aware, Pasco County funds 49.3% of the capital expenditures outlined in the Interlocal Agreement between the City and Pasco County.

## ATTACHMENTS:

Description	Type
▣ Bid Tabulation	Backup Material



**TO:** Debbie L. Manns, City Manager  
**FROM:** Judy Meyers, City Clerk  
**CC:** Robert Rivera, Public Works Director  
Kate Wendt, Sr. Administrative Assistant  
**DATE:** January 12, 2024  
**RE:** Bid Opening: ITB24-006 Sand Filter Construction Expansion Joint Restoration,  
and Damming

---

Bids for ITB24-006 Sand Filter Construction Expansion Joint Restoration, and Damming were received by 2:00 p.m. on Thursday, January 11, 2024. The bid opening took place on Friday, January 12, 2024 at 2:04 p.m. in City Hall Council Chambers.

Present were Sr. Administrative Assistant Kate Wendt, WWTP/Reclaimed Water Facilities Operation Manager Joseph Palazzolo and City Clerk Judy Meyers.

Bids were announced and opened from the following entities:

BIDDERS	BID
Premier Coating Solutions 609 N. 19 <sup>th</sup> St. Tampa, FL 33605	\$61,831
Razorback LLC 177 Anclote Rd. Tarpon Springs, FL 34689	\$48,000

The apparent low bidder was Razorback LLC with a bid of \$48,000. The bid opening concluded at 2:06 p.m.




BID ITEM: Sand Filter Construction Expansion Joint Restoration, and Damming  
BID NUMBER: ITB24-006  
BID OPENING: January 12, 2024 at 2:00 p.m., City Council Chambers  
DEPARTMENT: Public Works

NUMBER OF BIDS: 2

BIDDERS	BID	NON-COLLUSION	PUBLIC ENTITY	DRUG FREE
Premier Coating Solutions 609 N. 19 <sup>th</sup> St. Tampa, FL 33605	\$61,831	✓	✓	✓
Razorback LLC 177 Anclole Rd. Tarpon Springs, FL 34689	\$48,000	✓	✓	✓

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:






# 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:** 2/6/2024  
**RE:** ITB24-007 WWTP Biosolids Hauling and Disposal Services Bid Award

## REQUEST:

The request of staff for City Council is to review and consider for award the attached ITB24-007 bid and contract for WWTP biosolids hauling and disposal services to Synagro South LLC., in the amount not to exceed \$86.50 per wet ton. This contract has an initial term of one year from the date of execution and automatically will be renewed for an additional two one-year terms unless either party gives written notice of cancellation.

## DISCUSSION:

The WWTP generates about 8,100 tons of biosolids or sludge annually as a by-product of the treatment process. This material must be transported and treated to FDEP standards prior to disposal. Our facility is not equipped to provide this level of biosolids treatment and the cost to transport the material to disposal sites makes it impractical for the City to perform this task in-house.

On January 12, 2024 three (3) sealed bids were opened and publicly read aloud. Bids ranged from \$86.50 per wet ton to \$115.41 per wet ton. If approved by City Council, the amount will be a \$6.50 decrease from the existing cost of \$93 or an approximate savings of \$52,650 annually.

Finally, Synagro South LLC. has provided this service to the City in the past. They have been dependable and no complaints have been filed against the contractor by staff or the public. This is a large company with the resources and experience needed to provide a high level of service expected by the City to perform this service.

## RECOMMENDATION:

Award of ITB24-007 and approval of the contract are recommended.

## BUDGET/FISCAL IMPACT:

This service is budgeted and available in the operating budget for the Wastewater Reclamation Facility. In addition, it is important to note that under the current inter-local agreement for wastewater services between the County and the City, the County will be responsible for approximately 49% of the annual cost for this service.

## ATTACHMENTS:

Description	Type
▢ Bid Tabulation	Backup Material
▢ Contract	Backup Material



**TO:** Debbie L. Manns, City Manager  
**FROM:** Judy Meyers, City Clerk  
**CC:** Robert Rivera, Public Works Director  
Kate Wendt, Sr. Administrative Assistant  
**DATE:** January 12, 2024  
**RE:** Bid Opening: ITB24-007 Biosolids Hauling and Disposal Services Rebid

Bids for ITB24-007 Biosolids Hauling and Disposal Services Rebid were received by 2:00 p.m. on Thursday, January 11, 2024. The bid opening took place on Friday, January 12, 2024 at 2:06 p.m. in City Hall Council Chambers.

Present were Sr. Administrative Assistant Kate Wendt, WWTP/Reclaimed Water Facilities Operation Manager Joseph Palazzolo and City Clerk Judy Meyers.

Bids were announced and opened from the following entities:

BIDDERS	BID
Revinu, Inc. 4050 Dundee Rd. Winter Haven, FL 33884	\$65.20/per wet ton w/out trucking \$115.41/per wet ton w/trucking
Shelley's Septic Tank, Inc. P.O. Box 249 Zellwood, FL 32798	\$60.00/per wet ton w/out trucking \$95.30/per wet ton w/trucking
Synagro South LLC 435 Williams Ct., Suite 100 Baltimore, MD 21220	\$60.00/per wet ton w/out trucking \$86.50/per wet ton w/trucking

The apparent low bidder was Synagro South LLC with a bid of \$60.00/per wet ton w/out trucking and \$86.50/per wet ton w/trucking. The bid opening concluded at 2:11 p.m.



BID ITEM: Biosolids Hauling and Disposal Services Rebid  
BID NUMBER: ITB24-007  
BID OPENING: January 12, 2024 at 2:00 p.m., City Council Chambers  
DEPARTMENT: Public Works

NUMBER OF BIDS: 3

BIDDERS	BID	NON-COLLUSION	PUBLIC ENTITY	DRUG FREE
Revinu, Inc. 4050 Dundee Rd. Winter Haven, FL 33884	\$65.20/per wet ton w/out trucking \$115.41/per wet ton w/trucking	✓	✓	✓
Shelley's Septic Tank, Inc. P.O. Box 249 Zellwood, FL 32798	\$60.00/per wet ton w/out trucking \$95.30/per wet ton w/trucking	✓	✓	✓
Synagro South LLC 435 Williams Ct., Suite 100 Baltimore, MD 21220	\$60.00/per wet ton w/out trucking \$86.50/per wet ton w/trucking	✓	✓	✓

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:




# **CITY OF NEW PORT RICHEY**

## **AGREEMENT FOR Biosolids Hauling and Disposal Services FOR BID NO. 24-007**

This AGREEMENT for Biosolids Hauling and Disposal Services (hereinafter referred to as the "Agreement") is made and entered into by and between the CITY OF NEW PORT RICHEY, Florida, (hereinafter referred to as "CITY"), and **Synagro South, LLC**, whose business address is **435 Williams Court, Suite 100, Baltimore, MD 21220** (hereinafter referred to as "CONTRACTOR").

### **Biosolids Hauling and Disposal Services – SUMMARY OF WORK**

This City of New Port Richey operates and maintains a 7.5 mgd secondary Water Reclamation Facility located at 4730 Main Street, New Port Richey, Florida 34652. The facility expects to generate approximately 7700 wet tons of biosolids per year at 15% to 18% solids. The product shall meet the standards outlined in table 3 of 40CFR503.13 or the maximums in FAC 62.640.850

### **BIOSOLIDS COLLECTION**

The facility is expected to generate 30 to 40 cubic yards per day. The contractor will be responsible for hauling and disposing of this material daily, including weekends. Some holiday service may also be required.

The contractor shall be required to have two dump trailers with a minimum 30 cubic yards capacity on-site at all times. This will allow the City to pull the full trailer out and pull an empty one in without waiting for the contractor to arrive on site. This will be a 3-trailer rotation.

The contractor shall remove full trailers within 24 hours of notification. Failure to do so shall result in a 20% penalty or discount in the price per ton for all affected loads. Failure to pick up trailers within the allotted time more than six times per year shall be grounds for contract termination.

The contractor shall ensure that there is an empty trailer (other than the trailer being filled) at the WWTP at all times. Any delay in getting an empty trailer that causes the City to shut down the belt presses for more than 2 hours, the City shall impose a 20% penalty per ton for the next load. Failure to comply with this provision more than six times in a year shall be grounds for contract termination.

The City will designate one point of contact for service. The City will make every effort to give as much notice as possible for pick up and delivery times.

Deliveries or pick-ups after 4:00 pm and before 7:00 am will need prior notification as the plant

security gate is closed after 4:00 pm. The plant is staffed 24/7 and can accept trucks any time, day or night.

Should the Contractor and the City agree on a minimum tons per load, the contractor must supply trailers large enough to accommodate the agreed-upon weight without having to heap the material up or overload the trailer.

### **BIOSOLIDS AND DISPOSAL**

Biosolids treatment and disposal must be in accordance with all Local, State, and Federal regulations, including but not limited to 40CFR 503.13 and FAC 62.640.850.

The disposal site must be a fully permitted Biosolids Treatment Facility or a fully permitted landfill authorized to accept biosolids.

The disposal site must have sufficient capacity for the life of the Contract

### **BIOSOLIDS QUALITY**

Upon request, the City shall furnish laboratory results for metals and other testing.

### **TRACKING AND BILLING FOR BIOSOLIDS**

The contractor shall weigh all loads at the B.T.F. or another pre-approved site for the purposes of tracking tonnage for invoicing, and F.D.E.P. reports. An initial tare weight may be used as a baseline for subsequent loads. If a trailer is not completely empty when delivered to the plant, the trailer will be rejected, and all subsequent empty trailers shall be weighed to determine tare weight before delivery to the plant. Should the City decide to install a scale, then the city weights will be used for invoicing.

### **BASE PRICE BID FORM**

<b><u>Description</u></b>	<b><u>Cost</u></b>
Prices: Per wet ton without trucking (tip fee)	\$60.00
Prices: Per wet ton with trucking	\$86.50

### **AGREEMENT REQUIREMENTS:**

#### **CONTRACT TERM**

The contractor shall provide pricing as previously outlined and the contract term shall be for one year with **two annual options to renew upon mutual agreement**. Consumer price index (C.P.I.) can be used for evaluation.

The Contractor shall develop and implement the necessary work control procedures to control all work requirements including any specific requirements and ensure their timely completion.

#### **SUB-CONTRACTING**

No sub-contracting shall be allowed without prior approval from the City of New Port Richey. All sub-contractors shall be subject to and meet all the terms of the "Agreement" and all of its attachments. The contractor shall provide one point of contact. The City will not work directly with any sub-contractor for scheduling conflict resolution or any other part of this "Agreement".

#### **DISPOSAL SITE**

The contractor must submit along with the bid proposal a copy of the D.E.P. B.T.F. Operating Permit and Disposal Agreements for each disposal site being utilized. **The contractor must supply a written back up plan for disposal should the primary disposal facility be unable to accept biosolids for any reason.** The contractor shall be responsible for any additional dump fees or transportation costs incurred by utilizing the alternate disposal facility.

#### **SPECIAL CONTRACT REQUIRMENTS:**

##### **Protection of Work Property:**

The contractor shall continuously maintain protection of all his work from damage and shall protect the City and residential properties from injury or loss arising in connection with this contract. The contractor must have all manufacturer safety components on every piece of equipment. The contractor shall make good any such damage, injury or loss.

##### **Termination of Contract:**

Bidders shall agree that is awarded the contract for the time specified and contractor fails to perform the services as requested in the work statement, the City reserves the right to cancel the contract for such cause, upon thirty (30) days written notice by the City to the contractor.

It is expressly understood by the City and the Contractor that funding for any successive fiscal year is contingent upon appropriation of monies by the City Council. In the event that funds are not available or not appropriated, the City reserves the right to terminate the contract. The City will be responsible for any outstanding invoices prior to the termination.

##### **Permits and Licenses:**

The CONTRACTOR shall hold or obtain such contractor's and/or business licenses as required by State Statutes and CITY ordinances. The CONTRACTOR shall secure licenses and permits.

##### **Performance Bond:**

The CONTRACTOR shall provide a Performance Bond in the amount equal to two month's service at time of Agreement execution. If the Agreement is renewed annually with cost increases, the CONTRACTOR shall provide a revised Performance Bond in the amount equal to two months service.



**Insurance:**

The bidder selected under this agreement shall maintain during the life of the contract, worker's compensation insurance for all of its employees connected with this contract. Such insurance shall comply fully with the Florida Workers Compensation Law.

**Minimum Insurance Required:**

Prior to the time the contractor is entitled to commence any part of this work or service under this contract, the Contractor shall procure, apply for and maintain at least the following insurance coverages and limits. Said insurance shall be evidence by delivered copies to the City: (1) certificate of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract.

Workers Compensation limits as required by law; Employers Liability Insurance of not less than \$1,000,000 for each accident.

Comprehensive General Liability Insurance, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operations and Personal Injury covering the liability assumed under the indemnification provisions, with limits for personal injury and/or bodily injury, including death, of not less than \$1,000,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$1,000,000, each occurrence will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage and fire Legal Liability of not less than \$50,000 per occurrence unless otherwise stated by exception herein.

Comprehensive Automobile and Truck & Trailer Liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 each occurrence and property damage of not less than \$100,000 each occurrence. (Combined single limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "Occurrence Basis," such Insurance to include coverage for loading and unloading hazards.

**Applicable Law**

The Agreement shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The CONTRACTOR shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the CONTRACTOR will in no way be a cause for relief from responsibility.

**Failure to Deliver**

In the event of failure of the CONTRACTOR to deliver the goods and services in accordance with the Agreement terms and conditions, the CITY may procure the goods and services from other sources and hold the CONTRACTOR responsible for any resulting additional costs.

**Fair Labor Standards**

The CONTRACTOR and/or subcontractor(s) providing product(s) or service(s) shall, in the execution or performance of such the Agreement, maintain fair labor standards as defined in applicable State and Federal regulations.

### **Independent Contractor**

The CONTRACTOR shall be legally considered an independent contractor and neither the CONTRACTOR nor its employees shall, under any circumstances, be considered servants or agents of the CITY and the CITY shall not be legally responsible for any negligence or other wrongdoing by the CONTRACTOR, its servants, or agents. The CITY shall not withhold from the CONTRACTOR any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the CONTRACTOR.

### **Law Compliance**

Each party will comply with all applicable Federal, State and local laws, rules, regulations, and guidelines related to performance under this agreement. In particular, the CONTRACTOR verifies and affirms that it is in compliance with 8 USC Sec. 1324 prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The CITY will consider the employment of unauthorized aliens by the CONTRACTOR, during the term of the Agreement, a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Agreement by the CITY.

### **E-Verification System**

Vendor shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of: (1) all persons employed by Vendor during the contract term to perform any duties within Florida, and; (2) all persons, including sub-Contractors, assigned by Vendor to perform work pursuant to this Agreement. Vendors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

### **Limitation of Cost**

The CONTRACTOR agrees to perform the work specified and complete all obligations under the Agreement within the stated amounts.

### **Oral Statements**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the CITY.

### **Unsatisfactory Work**

If, at any time during the Agreement term, the service performed or work done by the CONTRACTOR is considered by the CITY to create a condition that threatens the health, safety, or welfare of the community, the CONTRACTOR shall, on being notified by the CITY, immediately correct such deficient service or work. In the event the CONTRACTOR fails, after notice, to correct the deficient service or work immediately, the CITY shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the CONTRACTOR. Notwithstanding the above, the CITY reserves the right to cancel the Agreement, without cause, by giving thirty (30) days' prior written notice to the CONTRACTOR of the intention to cancel.

### **Payment**

All tracking, billing, and other documentation shall be mailed or emailed directly to the Water Reclamation Facility located at 4730 Main St. New Port Richey, FL 34652.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this AGREEMENT for Biosolids Hauling and Disposal Services ITB 24-007 effective February 16, 2024.

ATTEST

CITY OF NEW PORT RICHEY, FLORIDA

\_\_\_\_\_  
Judy Meyers, CMC - City Clerk

\_\_\_\_\_  
Alfred C. Davis, Mayor-Council Member

(SEAL)

Date: \_\_\_\_\_

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

WITNESSES:

CONTRACTOR: **Synagro South, LLC**

\_\_\_\_\_

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_

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

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

## **Contractors Code of Conduct**

- **Courtesy and Respect:** It is critical that all contractors and their employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all.
- **Language and Behavior:** Contractors and their employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on City property are not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by any contractor or contractor's employee is prohibited. Offenders will be removed from job site and/or reported to the Police Department.
- **Smoking:** Contractors and their employees are not permitted to smoke in or near any of the City Buildings.
- **Fraternalization:** Contractors and their employees may not fraternize or socialize with City employees.
- **Appearance:** Contractors and their employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on City property. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. The City has the right to decide if such clothing is inappropriate.
- **Reporting:** The contractor is required to report any matter involving a violation of these rules of conduct to City. Any matter involving health or safety, including any altercations, should be reported to the City immediately.

The contractor is responsible for his/her employees, agents, consultants and guests. If prohibited conduct does occur, the contractor will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from the project site and prohibited actions could result in the termination of any contract or agreement with the City.”

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

**SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH CUBA  
AND SYRIA CERTIFICATION FORM**

***IF YOUR BID/PROPOSAL IS \$1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND SUBMITTED  
WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL  
NONRESPONSIVE.***

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of New Port Richey in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Entity/Corporation

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_ who,  
after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_ day of  
\_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
(Affix Seal)

Notary Public

My commission expires: \_\_\_\_\_

**SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST**  
**CERTIFICATION FORM**

***THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT  
THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.***

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of New Port Richey in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Entity/Corporation

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_ who,  
after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Affix Seal)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_





# 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:** 2/6/2024  
**RE:** ITB24-008 RAC Locker and Restroom Improvements Project Bid Award

## REQUEST:

Attached for City Council review and consideration is to review the attached bid tabulations and the Architect's bid recommendation memorandum and approve the low bid in the amount not to exceed \$393,795.59 and award the project to Qualis General Contractors.

## DISCUSSION:

On January 18, 2024 three (3) sealed competitive bids were submitted to the City Clerk's Office. The three (3) sealed bids were announced and opened on January 19, 2024. The bids ranged from a low of \$393,795.59 and a high bid of \$571,918.00. As City Council may recall, this project was bid out previously on September of 2023. Two (2) bids were submitted to the City ranging from a low bid of \$579,674.00 to the high bid of \$588,212.00. Both bids were over the budgeted amount and rejected by City Council with the direction to staff to rebid the project.

This project includes restrooms, floor and wall tile removal and replacements, shower and toilet partition upgrades, the installation of bathing suit dryers, electrical, and LED lighting conversions. Plumbing upgrades that will include water conservation elements with the replacement of existing restroom fixtures and hardware.

## RECOMMENDATION:

Approval of the low bid and project award are recommended.

## BUDGET/FISCAL IMPACT:

This project is included in the City current Capital Improvement Program with funding is available in Account No. 301519-46299

## ATTACHMENTS:

Description	Type
❑ Bid Recommendation Memorandum	Backup Material
❑ Bid Tabulation	Backup Material



January 24, 2024

Sean Howard  
Construction Project Manager  
City of New Port Richey  
6132 Pine Hill Road  
Port Richey, FL 34668

RE: Bid Recommendation – ITB24-008 RAC Locker Room Renovation

Mr. Howard,

Bid opening for the above referenced project was completed on Friday, January 19, 2024 at 2:00 PM in City Hall Council Chambers. The Bid Tabulation resulted in three (3) bids, with the base bids ranging \$200k +/- among the three bidders. High end being \$571,918.00 and the low end being \$393,795.59.

The lowest base bid of \$393,795.59 was submitted by Qualis General Contractors. Though they are a company that WJ Architects has not worked with, they provided a list of comparable projects as well as a references list. All references were contacted, and out of the ones that WJA spoke with, all had good experiences and quality final products reported. After interviewing with the lowest bidder, they have assured us that they are comfortable with their bid amount and the work that is expected by the City. We believe that Qualis General Contractors 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 NPR RAC Locker Room Renovation project to them.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kelsi Thrasher', written in a cursive, flowing style.

Kelsi Thrasher  
Project Manager, WJ Architects

Attachments:

- Qualis Comparable Project List
- Qualis References List



**TO:** Debbie L. Manns, City Manager  
**FROM:** Judy Meyers, City Clerk  
**CC:** Robert Rivera, Public Works Director  
Kate Wendt, Sr. Administrative Assistant  
**DATE:** January 19, 2024  
**RE:** Bid Opening: ITB24-008 RAC Locker Room Renovation Project

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Bids for ITB24-008 RAC Locker Room Renovation Project were received by 2:00 p.m. on Thursday, January 18, 2024. The bid opening took place on Friday, January 19, 2024 at 2:00 p.m. in City Hall Council Chambers.

Present were Sr. Administrative Assistant Kate Wendt, Construction Services Manager Martin Field Parks and Recreation Director Andre Julien and City Clerk Judy Meyers.

Bids were announced and opened from the following entities:

BIDDERS	BID
Qualis General Contractors 1019 59 <sup>th</sup> Ave. N. St. Petersburg, FL 33703	\$393,795.59
SC Signature Construction Corp. 8530 Oreto Drive Port Richey, FL 34668	\$491,111.00
Sterett Holdings LLC DBA Dauntless Contracting 100 S. Ashley Drive, Suite 600 Tampa, FL 33602	\$571,918.00

The apparent low bidder was Qualis General Contractors with a bid of \$393,795.59. The bid opening concluded at 2:04 p.m.






BID ITEM: RAC Locker Room Renovation Project  
BID NUMBER: ITB24-008  
BID OPENING: January 19, 2024 at 2:00 p.m., City Council Chambers  
DEPARTMENT: Public Works

NUMBER OF BIDS: 3

BIDDERS	BID	NON-COLLUSION	PUBLIC ENTITY	DRUG FREE
Qualis General Contractors 1019 59 <sup>th</sup> Ave. N. St. Petersburg, FL 33703	\$393,795.59	✓	✓	✓
SC Signature Construction Corp. 8530 Oreto Drive Port Richey, FL 34668	\$491,111.00	✓	✓	✓
Sterett Holdings LLC DBA Dauntless Contracting 100 S. Ashley Drive, Suite 600 Tampa, FL 33602	\$571,9818.00	✓	✓	✓

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:



# 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:** 2/6/2024  
**RE:** WWTP Clarifier No. 2 Gearbox Purchase

## REQUEST:

The staff request for the City Council is to review and consider for approval the emergency purchase installation of an EIMCO Water Technologies Gearbox Model C30HT drive unit from OVIVO USA, LLC. in the amount not to exceed \$121,600.00. OVIVO USA, LLC. is the sole distributor of EIMCO Water Technologies equipment serving the municipal market in the state of Florida. This type of purchase is in accordance with the City's purchasing guidelines.

## DISCUSSION:

The replacement gearbox is the original spec'd out piece of equipment included in the plant's design. Bearings have discharged from the casing which was identified during a regular maintenance activity. Subsequent to staff's inspection, the gearbox cannot be repaired as the casing's interior has been damaged by the bearings. As you are aware, this tank and gearbox is one of four in operation at the plant and is an interictal part of the plant's treatment of effluent. While the plant can handle current treatment volumes, the concern is if another gearbox goes down it would place the WWTP in a potential compromising position should volumes increase due to a storm event. Pasco County has been notified of the deficiency as they are responsible for 49.3% of the \$125,000 cost to replace and install the gearbox.

## RECOMMENDATION:

The sole source emergency purchase is recommended.

## BUDGET/FISCAL IMPACT:

Funding is available in the Water Pollution Control Account No. 401112.46399.

## ATTACHMENTS:

Description	Type
☐ Sole Source	Backup Material
☐ Proposal	Backup Material
☐ Photo	Backup Material

**Ovivo USA, LLC**

4246 Riverboat Road - Suite 300  
Salt Lake City, Utah  
84123-2583  
USA

**Telephone:** 801.931.3000

**Facsimile:** 801.931.3080

[www.ovivowater.com](http://www.ovivowater.com)



January 17, 2024

Newport Richey Public Works  
4730 Main Street  
New Port Richey, FL 34652

Re: EIMCO Water Technologies Equipment Sole Source

To Whom It May Concern:

Please be advised that Ovivo USA, LLC is the "Sole Source" manufacturer and exclusive distributor of all EIMCO Water Technologies parts/equipment used in Ovivo (formerly EIMCO Water Technologies) wastewater & water treatment process facilities.

Our exclusive agent for this equipment in your geographic area is:

**TSC-Jacobs (North)**

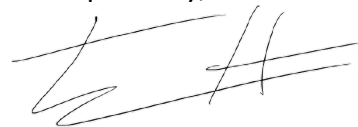
24156 SR 54  
Lutz, FL 33549

**Gerald Mendez**

813 625-3318 - Mobile

Please direct all inquiries for municipal wastewater treatment equipment to above agent.

Respectfully,



Thomas Holt

Sales Engineer

Ovivo USA, LLC Rebuild Group

801 931-3023

[thomas.holt@ovivowater.com](mailto:thomas.holt@ovivowater.com)

11 DECEMBER 2023

## **NEW PORT RICHEY WWTP** **NEW PORT RICHEY, FL**

### **PROJECT**

C30HT Drive Unit w/ Installation Services  
Existing Serial #23493-02A

### **AREA REPRESENTATIVE**

Gerald Mendez, P.E.



**TSC-JACOBS**

[gerald@tscjacobs.com](mailto:gerald@tscjacobs.com)

813-625-3318 cell phone

### **NOTE**

**\*\* Please note pricing is only valid for 30 days from date listed on this proposal. Ovivo will not accept purchase orders for this proposal past that date without reviewing pricing and delivery of items proposed.**

### **PREPARED BY**

**Thomas Holt**

Phone (801) 815-8075

Fax (801) 931-3080

[Thomas.holt@ovivowater.com](mailto:Thomas.holt@ovivowater.com)

**Ovivo USA, LLC**

4246 Riverboat Road – Suite 300

Salt Lake City, Utah 84123-2583



**DATE:** December 11, 2023

**TO:** New Port Richey WWTP, New Port Richey, FL

Ovivo USA, LLC is pleased to submit a proposal for the following equipment (the “Products”) on the project indicated above (the “Project”). This proposal, either in its original form or in its “as sold” format, constitutes Ovivo’s contractual offer of goods and services in connection with the Project. Please contact Ovivo’s sales representative in your area for any questions or comments you may have in connection with this proposal. The address is:

TSC Jacobs  
24156 SR54, Suite 3  
Lutz, FL 33559

Attention: Gerald Mendez  
Telephone: 813-242-2597  
Mobile: 813-625-3318  
Email: gerald@tscjacobs.com

## PRICING

ITEM	SPECIFICATION SECTION	EQUIPMENT	ESTIMATED SHIP DATE*	PRICE
I	-	C30HT Drive Units	*	\$61,920.00
II	-	Installation services	*	\$59,680.00
			TOTAL	\$121,600.00

\* Lead time for equipment manufacture and delivery is estimated at 16 – 18 weeks after receipt of purchase order and Ovivo acknowledgement. Installation services will need to be scheduled when PO is received. Installation will take approximately 1 week once that tank has been drained, cleaned and turned over to Ovivo by the plant.

## GENERAL NOTES

- The dates of drawing submission and shipment of the Products represents Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery, including but not limited to liquidated damages. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.
- This equipment is being provided to replace existing equipment, as described, and will be covered by our standard mechanical warranty. Please note that unless directly stated otherwise, Ovivo is not providing any sort of guarantee or warranty regarding process or performance as part of this proposal.
- As an equipment supplier, Ovivo's scope of responsibility is limited to the equipment that it supplies and its ability to meet the agreed upon project specifications. Unless expressly stated in its proposal document, Ovivo is not responsible for a treatment plant's process performance, engineering decisions in relation to the plant's construction or operation nor the appropriateness or compatibility of Ovivo's equipment within such plant.

### \*\*\* CORONAVIRUS ADVISORY \*\*\*

The coronavirus situation may cause disruptions in our normal business practices, capacity, and supply chain. Any schedule statements made by Ovivo at this time are our best estimate and subject to change. Design will begin upon order acceptance; sourcing, manufacturing and fabrication will not begin until the formal submittal package is approved by owner and/or contractor.

## PROJECT SUMMARY:

Ovivo USA, LLC is pleased to offer the following proposal to provide one (1) C30HT type drive unit for replacement on one (1) existing 75'-0" Dia. Type C3S clarifier installed in 1987 under serial #23493-02A. Ovivo owns all of the original drawings/information and have them in our database. This unit will be supplied as a replacement in kind to the previous supplied unit.

### C30HT Drive Units (ITEM I)

Ovivo will manufacture and supply one (1) complete C30HT drive unit to include the following:

- Drive torque control unit with micro switches and actuating pin
- Motor drive package (3/4 hp TEFC motor, reducer, sprockets, chain and guard)
- Ovivo paint scheme - (2) coats of Tnemec N69F epoxy @ 6-8 mils DFT (sky blue color)
  - Top coated with (1) coat of Tnemec 73 Endura Shield urethane @ 2-3 mils DFT
  - Top coat is highly resistant to abrasion, wet conditions, corrosive fumes, chemical contact and weathering
- Installation fasteners & shim kit (304 SS)
- O & M manual
- One (1) year warranty
- Engineering
- FCA freight
- Field Service Visits to perform mechanical checkout on installed drive units (1 Trips / 1 Day onsite per trip)

### Items NOT Included

- Submittals
- Drive unit removal or installation services
- Draining or cleaning of tank prior to start of removal or installation
- Electrical disconnect/installation or alteration of existing electrical supply
- Drive lubricants/oil or special paint
- Drive unit off-load from truck (plant to provide)
- Finish or touch up paint
- Startup/checkout services (see optional adder below)

### INSTALLATION SERVICES (ITEM II)

- Florida State licensed General Contractor.
- One Mobilization and Demobilization.
- Service truck, crane, mats and related equipment.
- Blocking, supporting and securing existing rotating equipment.
- Removal of existing and disposal of existing worm drive unit.
- Removal of existing motor drive package, torque spring, drive control and installation of these components into new rebuilt worm drive.
- Installation of worm drive assembly to existing main rake drive.
- Alignment of drive components verification of drive operation.
- Disposal of replaced equipment.
- Filling of drive lubricant, if supplied at time of installation.
- 10 hours per day.

### **Items NOT Included**

- Any bonds and/or permits, including but not limited to building permits.
- Dewatering, draining or cleaning of tank prior to start of installation.
- Removal and/or disposal of any plant waste.
- Electrical disconnect/installation or alteration of existing electrical supply.
- Junction boxes, wiring, conduit, circuit breakers, etc.
- Finish or touch up painting.
- Lubricants or drive unit oil.
- Disposal of any old lubrications/fluids.
- Removal of old debris.
- Overtime work hours.
- Any clarifier components not expressly listed in this proposal.
- See general items not included.

### **SURFACE PREPARATION AND PAINT:**

Ovivo's drive unit will receive a surface preparation of SSPC-SP-06 and will be coated with two (2) coats of Tnemec N69 and one (1) coat of Tnemec Endura-shield series 73. Gearmotors are coated by the manufacturer.

### **DELAYS IN CONSTRUCTION:**

Prior to mobilization, the Owner is to confirm that the work area is ready for our crew's mobilization. Tank must be cleaned, free of plant waste and standing water, and must remain in this condition throughout construction. (Pumps, piping, valving, gates, stop blocks, etc. –whether permanent or temporary - are not the responsibility of Ovivo.)

If applicable, the electrical supply must be disconnected. Also, if applicable, arrangements must be made for reconnection of electrical supply within 1 working day of notice by Ovivo.

Failure to have the construction area ready prior to our arrival will result in rescheduling of equipment installation and any financial costs incurred due to delays. Please note that our crews are frequently booked weeks in advance, and rescheduling to best meet the Owner's needs may not be possible.

### **ADDITIONAL FIELD SERVICE**

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each

proposal item for the number of eight (8) hour days. Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Purchaser/Owner not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

## SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

If painting the Products is included under Ovivo's scope of work, such Products shall be painted in accordance with Ovivo's standard practice. Shop primer paint is intended to serve only as minimal protective finish. Ovivo will not be responsible for condition of primed or finished painted surfaces after equipment leaves its shops. Purchasers are invited to inspect painting in our shops for proper preparation and application prior to shipment. Ovivo assumes no responsibility for field service preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism erection.

Clarifier motors, gear motors and center drives shall be cleaned and painted with manufacturer's standard primer paint only.

It is our intention to ship major steel components as soon as fabricated, often before drives, motors and other manufactured components. Unless you can insure that shop primed steel shall be field painted within thirty (30) days after arrival at the jobsite, we encourage you to purchase these components in the bare metal (no surface prep or primer) condition.

Ovivo cannot accept responsibility for rusting or deterioration of shop applied prime coatings on delivered equipment if the primed surfaces have not been field painted within thirty (30) days of arrival at the jobsite using manufacturers' standard primers. Other primers may have less durability.

## PRICING TERMS

The prices quoted are based upon Purchaser's acceptance of this proposal, through the submission of a purchase order or other written acceptance, being placed no later than **thirty (30) days** after date of proposal. After expiration of the pricing effectivity period, prices will be subject to review and adjustment. Prices quoted are FCA surface point of shipment, with freight included to an

accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

## PAYMENT TERMS

Payment terms are: One Hundred percent (100%) payment due within thirty (30) days after Purchaser's receipt of invoice. Invoice will be submitted after all materials have been received at job site or have been successfully installed by an Ovivo contractor and the field service check-out and start-up procedure is finalized. Credit is subject to acceptance by the Ovivo Credit Department.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

Any postponement of delivery dates requested by the Purchaser; or if Purchaser requests or causes cancellation, suspension or delay of Ovivo's work, for delays of up to ninety (90) days, Purchaser shall pay Ovivo all appropriate charges incurred up to date of such event, per the schedules above, which may include partial completion of milestones. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. For delays less than ninety (90) days, Ovivo will delay portions of fabrication and delivery, to the extent possible. Delays greater than ninety (90) days are subject to price escalation at 1.5% per month for each month or partial month of delay, further subject to the steel escalation clause; or, if possible, equipment shall be stored at the cost of the Purchaser. For delays greater than ninety (90) days, Purchaser shall accept transfer of title and make full payment for all work due and payable, thirty (30) days from the date work is placed into storage. Credit is subject to acceptance by Ovivo's Credit Department.

## PRICE ESCALATION

The prices submitted are based upon Purchaser's acceptance of this proposal not to exceed 30 days from the date of this proposal.

If a binding purchase order is not received by Ovivo prior to the above referenced date, prices and shipping dates are subject to review and adjustment by Ovivo.

Additionally, due to the unpredictability of material and labor prices and availability, including but not limited to recent sharp increases in carbon steel, stainless steel, aluminum, other metal prices, electrical components, coatings, FRP, shipping, and labor prices in the North American and worldwide markets (the "Labor and Material Price(s)"), Ovivo, shall not assume responsibility for such possible escalations and impacts to schedule beyond the validity date of its proposal or between the date of the executed Contract and the procurement of such labor and material.

Ovivo may increase the price of its proposal or require additional payment in the form of a change order due to any Labor and Material Price increase (a) that exceeds 5% per annum of the price of the specific labor or material in place on the date of Ovivo's proposal or (b) when product fabrication utilizing labor or materials does not commence until more than 6 months after the purchase order date, due primarily to actions of parties other than Ovivo. Furthermore, Ovivo is entitled to adjust its delivery date to account for such delay.

Any Labor and Material Price increase shall be based on an industry-standard pricing measure or index for that particular labor or material that accurately represents the market increase or, at Ovivo's reasonable discretion, actual increases incurred by Ovivo. The resulting cost and schedule impact shall be disclosed to the Buyer prior to fabrication.

Notwithstanding the above, should requested shipment dates be extended primarily due to actions of parties other than by Ovivo or its suppliers, Ovivo reserves the right to charge 1.5% per month of the Contract Price for each month or partial month of delay, unless said delay is agreed to in writing by all affected parties.

Any additional duties and tariffs invoked after the date of its proposal will be added to the total proposed price.

## **PERFORMANCE WARRANTY DISCLAIMER**

The performance of the Products is dependent upon many factors, including, but not limited to, the influent or feed quality and quantity, additives required, time, temperature, rates of change, sizing criteria used, operating conditions, etc. Therefore, Ovivo cannot assume any liability or responsibility for performance or process results that Purchaser is expecting or has predicted. No verbal or written information or advice given by any personnel of the Ovivo shall create a warranty or in any way increase the scope of the warranties. THE PARTIES AGREE THAT, OTHER THAN ITS MECHANICAL WARRANTY SET FORTH IN THIS PROPOSAL, OR ANY PERFORMANCE WARRANTY SET FORTH ON OVIVO'S STANDARD ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY PROCESS OR PERFORMANCE RELATED WARRANTIES OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

## **TAXES**

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

## **BONDS**

Any performance and/or payment bond agreed to be provided by Ovivo will extend to supply of equipment and services for a period not to exceed the first twenty four (24) months of the service or warranty period, and for a value not to exceed the total price of this Proposal.

## **BACKCHARGES**

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work



or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

### **\*\*PURCHASE ORDER SUBMISSION\*\***

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address:

Ovivo USA, LLC

4246 Riverboat Road, Suite 300

Salt Lake City, Utah 84123

Attn: Thomas Holt

Tel. #: 801-815-8075

Email: [thomas.holt@ovivowater.com](mailto:thomas.holt@ovivowater.com)

### **GENERAL ITEMS NOT INCLUDED**

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

### **WARRANTY AND CONDITIONS**

Ovivo standard Terms and Conditions of Sale is attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

### **INFRASTRUCTURE INVESTMENT AND JOBS ACT**

The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. While Ovivo fabricates and procures the vast majority of steel domestically for our equipment for the United States market, there are certain components that are either unavailable domestically or impractical to procure domestically through long-established supply chains, while meeting other project specifications, internal requirements, and project schedules. This challenge is further exacerbated by supply chain and labor shortages in pandemic

and post pandemic times. As with previous legislation, we are awaiting any additional guidance for the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. Thus, Ovivo cannot make any guarantee that its scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted by or on behalf of Ovivo should not be construed as meeting such Buy America requirements unless explicitly stated otherwise

## CONFIDENTIALITY

This document is not to be reproduced or submitted to any third party without the written consent of Ovivo.

This document contains, or Ovivo may have previously disclosed to Purchaser, certain technical and business information of Ovivo and/or Ovivo's affiliated entities, including certain copyrighted material, which is considered to be confidential. Such information, hereinafter referred to individually and collectively as the "Information", may include, without limitation, ideas, concepts, development plans for new or improved products or processes, data, formulae, techniques, flow sheets, designs, sketches, know-how, photographs, plans, drawings (regardless of what name, if any, is stated on the title block), specifications, samples, test specimens, reports, customer lists, price lists, findings, studies, computer programs and technical documentation, trade secrets, diagrams, and inventions, notes, and all information pertaining thereto and/or developed there from. This Information is disclosed in good faith solely for the purposes of our proposal, and in addition on the understanding that its confidentiality will be properly maintained and safeguarded.

Neither this proposal, the Information nor any part thereof may be copied, reproduced or used for any purpose other than that for which it is disclosed by Ovivo. Except as reasonably necessary for the evaluation of this proposal, no part thereof may be disclosed to any other person, without Ovivo's prior consent in writing.

Ovivo will retain the rights to any intellectual property rights ("IPR") related to the Products. Ovivo will grant a non-exclusive royalty free license to use the IPR for the sole purposes of operating and maintaining the equipment supplied by Ovivo.

The duties, obligations, restrictions, and responsibilities described hereinabove shall apply to the Purchaser, their agents, affiliates, and all related parties regardless of whether any transaction occurs between Ovivo and Purchaser, and shall survive termination, cancellation, and expiration of any transaction between Ovivo and Purchaser.

In the event of a breach of the terms herein, Ovivo maintains the right to seek any and all remedies and damages available to it, including but not limited to the amount, including interest, by which Purchaser profited from the breach, any gains made by Purchaser or any third party who received Information from Purchaser, compensation for all Ovivo loss or injury, and the value of Ovivo's expectation created by the promise of Purchaser. The parties agree Ovivo would suffer irreparable harm in the event of any breach of these terms, and therefore Ovivo shall be entitled to any and all injunctive relief available.

## TERMS AND CONDITIONS OF SALE

**1. ACCEPTANCE.** The proposal of **Ovivo USA, LLC** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all other solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

**2. DELIVERY.** Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced. Delivery by SELLER of the Products shall constitute acceptance of the Products by PURCHASER, unless written notice of defect or nonconformity is received by SELLER within thirty (30) days of SELLER's delivery of the Products.

**3. TITLE AND RISK OF LOSS.** SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

**4. PAYMENT TERMS.** SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER. In the event of nonpayment SELLER reserves the further right to seek compensation from any third party in possession of the Products.

**5. TAXES.** Unless otherwise specifically provided in SELLER's quotation/proposal; PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER's account.

**6. MECHANICAL WARRANTY.** Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from the earliest of the notice of readiness to ship or the actual shipment. If any of SELLER's Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER's estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER's liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER's quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

**7. CONFIDENTIAL AND PROPRIETARY INFORMATION.** All nonpublic or proprietary information and data furnished to PURCHASER hereunder, including but not limited to price, size, type, design and other technical or business information relating to the Products is the sole property of SELLER and submitted for PURCHASER's own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER's prior written consent.

**8. SURFACE COATING.** Any Product coating provided by SELLER shall be in accordance with SELLER's standard practice, unless otherwise agreed in writing.

**9. DRAWINGS AND TECHNICAL DOCUMENTATION.** When PURCHASER requests to approve drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER's equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tiff format only.

**10. SET OFF.** This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

**11. SOFTWARE.** PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

**12. PATENT INDEMNITY.** SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid

apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products.

**13. GENERAL INDEMNITY.** Subject to the limitations of liabilities of the parties set forth in this Agreement, each party shall protect and indemnify the other party, its parent and their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by, or in favor of, any entity to the extent of the indemnifying party's negligence or willful misconduct in connection with the performance of this agreement.

**14. DEFAULT, TERMINATION.** In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

**15. CANCELLATION.** PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

**16. REMEDIES.** The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

**17. INSPECTION.** PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

**18. WAIVER.** Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

**19. COMPLIANCE WITH LAWS.** If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER's written request and expense.

**20. FORCE MAJEURE.** If SELLER is rendered unable, wholly or in material part, directly or indirectly, by reason of Force Majeure, to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, epidemics and pandemics, acts of or delays caused by governmental authorities, changes in laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule. For the avoidance of doubt, if the cause relied upon has commenced prior to the Parties entered into a contracting relationship, it shall not render the cause void and/or not capable of being included within the definitions of Force Majeure, as listed within this Article 20.

**21. INDEPENDENT CONTRACTOR.** It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

**22. SEVERABILITY.** Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

**23. CHOICE OF LAW, CHOICE OF VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

**24. ASSIGNMENT.** PURCHASER shall not assign or transfer this Agreement without the prior written consent of SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

**25. LIMITATION ON LIABILITY. TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT PAID BY PURCHASER FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, LOSS OF DATA, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.**

**26. PRIVACY AND DATA PROTECTION.** Seller has put in place rigorous safeguards and procedures regarding privacy and data protection, notably the Ovivo Privacy Policy ([ovivowater.com/privacy-policy](http://ovivowater.com/privacy-policy)), and requires that Purchaser adhere to its data protection principles to the extent applicable to Purchaser.

**27. DATA COLLECTION.** PURCHASER consents to the collection of the Product's operational data and to the use of such data for the purpose of improving the Products and other purposes stated herein. PURCHASER further agrees that such data collection does not constitute a performance monitoring service or duty by SELLER.

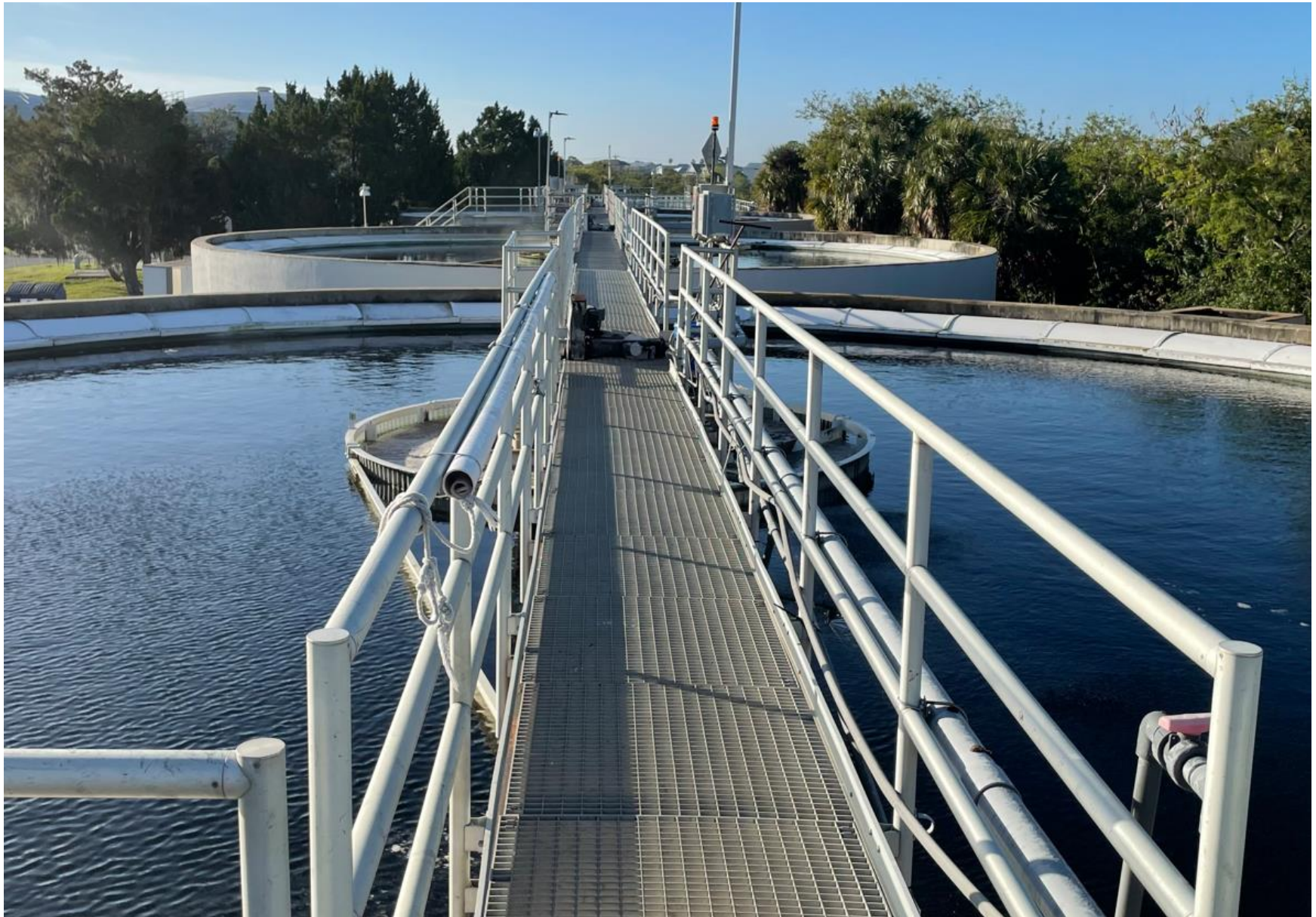
**28. INSURANCE.** SELLER shall maintain that its current levels of insurance for the duration of the Project, as set forth in its standard certificate of insurance, available upon request.

**29. BONDS.** Upon PURCHASER request within fifteen (15) calendar days of SELLER's receipt of an order, SELLER shall provide a bond in favor of PURCHASER, at PURCHASER's expense, by an institution, and in a form, approved in advance by SELLER. Any performance and/or payment bond agreed to be provided by SELLER will extend to supply of equipment and services for a period not to exceed the first twenty four (24) months of the service or warranty period, and for a value not to exceed the total price of the contract.

**30. PERMITS.** PURCHASER shall be solely responsible to obtain and maintain in force all necessary permits with respect to any products to be provided by SELLER hereunder and any intended use by PURCHASER.

REVISED – September 2020







# 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:** 2/6/2024  
**RE:** 2023 Meadows Park Improvements Project – Change Order No. 1

## REQUEST:

The request of staff for the City Council is to review and consider for approval the attached change order submitted by SC Signature Construction Corporation in the amount not to exceed \$82,950.00.

## DISCUSSION:

As City Council may recall, the James E Grey Preserve Entrance Road Resurfacing Project is included in the City's current Capital Improvement Program. The existing entrance roadway that connects to Plathe Road was constructed in 2007 and is graded and leveled annually by City maintenance staff. At its current condition, the need to reconstruct the shell road is necessary. In an effort to expedite the project and reduce cost by eliminating design and bidding cost, a change order to the 2024 Meadows Park Improvements Project has been submitted.

As City Council is aware, the construction phase of the 2024 Meadows Park Improvements Project is substantially completed. Included in the project was the construction of a six-foot-wide shell walking path around the perimeter of the park. Prior to closing out the project and while the contractor is still available, staff requested a proposal from SC Signature Construction and will instruct the contractor to begin immediately should City Council approve the attached change order. While the proposal is a lump sum, when broken down into square feet the cost to reconstruct the roadway entrance is \$1.19 a square foot when compared to the Meadows Park line item bid amount of \$3.50 a square foot.

## RECOMMENDATION:

Approval the change order is recommended.

## BUDGET/FISCAL IMPACT:

Funding for the change order is available in Account No. 301572.46320

## ATTACHMENTS:

Description	Type
<input type="checkbox"/> Change Order	Backup Material
<input type="checkbox"/> Proposal	Backup Material
<input type="checkbox"/> Grey Preserve Entrance Road Photos	Backup Material

**CONTRACT MODIFICATION  
(CHANGE ORDER)**

**Contract Modification No.: 1**

**Date: 1/24/2024**

**Project Name: Meadows Park Improvement**

**Project No: 20-019**

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

**Contractor: SC Signature Construction**

**Engineer: Wannemacher Jensen**

**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>1,491,100.00</u>
Previous Change Orders (Add/Deduct)	\$ <u>0.00</u>
This Change Order (Add)	\$ <u>82,950.00</u>
Revised Contract Amount	\$ <u>1,574,050.00</u>

**Contract Time (Cal. Days)**

Original Duration	<u>180</u> Days
Previous Change Orders (Add)	<u>0</u> Days
This Change Orders (Add)	<u>30</u> Days
Revised Contract Time	<u>210</u> Days

The Final Contract Completion Date is:

February 29, 2024

**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:**

**Engineer** \_\_\_\_\_

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

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**Public Works Director** Robert M Rivera

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

**Date:** 01/25/2024

**Contractor** SC Signature Construction

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

**Title** President

**Date:** 1/24/2024

**Project Manager/Inspector** Sean Howard

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

**Date:** 1/25/24





8530 Oreto Dr • Port Richey FL 34668  
Phone: 727-842-5163 • Fax: 727-474-0008  
*Established 1990*

# PROPOSAL

Prepared By: Joseph Matissek (727) 514-2211

City of New Port Richey Attn: Mike Mancini		4/17/2023 RVSD 1/19/2024
		Job Description: Site Work
		Job Address: 6938 Plathe Rd New Port Richey, FL 34653
(727) 229-0318 Mike		<a href="mailto:Mancinim@cityofnewportrichey.org">Mancinim@cityofnewportrichey.org</a>

We hereby submit this estimate and specifications for the following scope of work:

Prep existing streets and parking lot areas at the James E Grey Preserve Park.

Removing leaves at curb areas,

Excavating grading and leveling along with filling pot holes.

Hauling in and providing a 2" coverage of crushed shell (including a compaction of 30%) essentially installing a 3" thickness of a crushed shell over all parkways and roads grading compacting and rolling.

Including all mobilization hauling and fuel surcharges.

Power sweeping existing handicap parking areas along with restriping and painting parking bumpers blue.

CONSTRUCTION  
CORPORATION

<b>We Propose hereby to furnish material and labor complete in accordance with above specifications for the sum of:</b>	
Eight-Two Thousand Nine Hundred Fifty and no Dollars 00/100	<b>\$82,950.00</b>
Draws to be determined	SC Signature Construction reserves the right to withdraw this Proposal if not accepted within 30 days
Authorized Signature: <i>Joseph Matissek</i>	

All work will be completed in a professional manner according to standard building practices. Any alterations or deviations from above specifications involving extra costs will be executed only upon written order and will be an extra charge over and above the estimate. This agreement is contingent upon strikes, accidents or delays beyond our control. Owner agrees to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Our workmanship is guaranteed for 12 month from the date of final payment. All materials are warranted by manufacturer. No other warranties either express or implied are valid.

<b>Acceptance of Proposal</b> – When accepted this proposal becomes a binding contract between the customer and SC Signature Construction Corp. By signature the customer agrees that the above job specifications and payment terms are acceptable and SC Signature Construction is authorized to perform the work as stated. .		<b>Date of Acceptance:</b>
Signature:	Signature:	













# 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:** 2/6/2024

**RE:** Resolution No. 2024-02: Authorizing the City Manager to Prepare the Required Business Impact Estimate for Ordinances

## REQUEST:

The request is for City Council to adopt a resolution which authorizes the City Manager to prepare a business impact estimate for all ordinances where required under Section 166.041(4), Florida Statutes, prior to enactment.

## DISCUSSION:

During the 2023 Florida Legislative Session, Senate Bill 170 was passed which enacted a provision in Chapter 166, Florida Statutes, that the governing bodies of all municipalities must prepare a business impact estimate for all ordinances prior to enactment except where exempted under State Statute. This new law became effective as of October 1, 2023. The business impact estimate shall include the following:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.
2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:
  - a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;
  - b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and
  - c. An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.
3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.
4. Any additional information the governing body determines may be useful.

In an effort to streamline this new process and ensure continued compliance, it is requested that City Council authorize the City Manager to prepare the business impact estimate as required by law.

## RECOMMENDATION:

Staff requests that City Council adopt the resolution which authorizes the City Manager to prepare a business impact estimate for all ordinances where required under Section 166.040(4), Florida Statutes, prior to enactment as submitted.

## BUDGET/FISCAL IMPACT:

No funding is required for this agenda item.

## ATTACHMENTS:

Description

Type

- ▣ Resolution No. 2024-02: Authorizing the City Manager to Prepare the Required Business Impact Estimate for Ordinances Backup Material
- ▣ Chapter 2023-309, Laws of Florida Backup Material

**RESOLUTION NO. 2024-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE CITY OF NEW PORT RICHEY, FLORIDA AUTHORIZING AND REQUIRING THE CITY MANAGER TO PREPARE A BUSINESS IMPACT ESTIMATE FOR ALL ORDINANCES PRIOR TO ENACTMENT WHERE REQUIRED UNDER FLORIDA STATUTE 166.041(4), AS PROVIDED HEREIN.**

WHEREAS, Florida Statute 166.041(4) was enacted into law requiring a business impact estimate for ordinances adopted by municipalities, except where exempted under the statute;

WHEREAS, the City Council shall prepare or cause the estimate to be prepared; and

WHEREAS, the City Council hereby finds that this Resolution is in the best interests of the health, safety and welfare of the citizens of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of New Port Richey, Florida, that the City Manager shall prepare a business impact estimate for all ordinances where required under Florida Statute 166.041(4) prior to enactment and post the same on the City's website no later than the date the proposed ordinance is noticed as required by Florida Statute 166.041(3)(a).

DONE AND RESOLVED on the 6<sup>th</sup> day of February, 2024.

ATTEST:

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Judy Meyers, CMC, City Clerk

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Alfred C. Davis, Mayor

Approved as to form:

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Timothy P. Driscoll, City Attorney

## CHAPTER 2023-309

### Committee Substitute for Committee Substitute for Senate Bill No. 170

An act relating to local ordinances; amending s. 57.112, F.S.; authorizing courts to assess and award reasonable attorney fees and costs and damages in certain civil actions filed against local governments; specifying a limitation on awards and a restriction on fees and costs of certain litigation; providing construction and applicability; amending s. 125.66, F.S.; providing certain procedures for continued meetings on proposed ordinances and resolutions for counties; providing for construction and retroactive application; requiring a board of county commissioners to prepare or cause to be prepared a business impact estimate before the enactment of a proposed ordinance; specifying requirements for the posting and content of the estimate; providing construction and applicability; creating s. 125.675, F.S.; requiring a county to suspend enforcement of an ordinance that is the subject of a certain legal action if certain conditions are met; authorizing a prevailing county to enforce the ordinance after a specified period, except under certain circumstances; requiring courts to give priority to certain cases; providing construction relating to an attorney's or a party's signature; requiring a court to impose sanctions under certain circumstances; providing applicability; authorizing courts to award attorney fees and costs and damages if certain conditions are met; amending s. 166.041, F.S.; providing certain procedures for continued meetings on proposed ordinances for municipalities; providing for construction and retroactive application; requiring a governing body of a municipality to prepare or cause to be prepared a business impact estimate before the enactment of a proposed ordinance; specifying requirements for the posting and content of the estimate; providing construction and applicability; creating s. 166.0411, F.S.; requiring a municipality to suspend enforcement of an ordinance that is the subject of a certain legal action if certain conditions are met; authorizing a prevailing municipality to enforce the ordinance after a specified period, except under certain circumstances; requiring courts to give priority to certain cases; providing construction relating to an attorney's or a party's signature; requiring a court to impose sanctions under certain circumstances; providing applicability; authorizing courts to award attorney fees and costs and damages if certain conditions are met; amending ss. 163.2517, 163.3181, 163.3215, 376.80, 497.270, 562.45, and 847.0134, F.S.; conforming cross-references and making technical changes; providing a declaration of important state interest; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 57.112, Florida Statutes, is amended to read:



57.112 Attorney fees and costs and damages; arbitrary, unreasonable, or expressly preempted local ordinances actions.—

(1) As used in this section, the term “attorney fees and costs” means the reasonable and necessary attorney fees and costs incurred for all preparations, motions, hearings, trials, and appeals in a proceeding.

(2) If a civil action is filed against a local government to challenge the adoption or enforcement of a local ordinance on the grounds that it is expressly preempted by the State Constitution or by state law, the court shall assess and award reasonable attorney fees and costs and damages to the prevailing party.

(3) If a civil action is filed against a local government to challenge the adoption of a local ordinance on the grounds that the ordinance is arbitrary or unreasonable, the court may assess and award reasonable attorney fees and costs and damages to a prevailing plaintiff. An award of reasonable attorney fees or costs and damages pursuant to this subsection may not exceed \$50,000. In addition, a prevailing plaintiff may not recover any attorney fees or costs directly incurred by or associated with litigation to determine an award of reasonable attorney fees or costs.

(4) Attorney fees and costs and damages may not be awarded pursuant to this section if:

(a) The governing body of a local governmental entity receives written notice that an ordinance that has been publicly noticed or adopted is expressly preempted by the State Constitution or state law or is arbitrary or unreasonable; and

(b) The governing body of the local governmental entity withdraws the proposed ordinance within 30 days; or, in the case of an adopted ordinance, the governing body of a local government notices an intent to repeal the ordinance within 30 days after of receipt of the notice and repeals the ordinance within 30 days thereafter.

(5)(4) The provisions in this section are supplemental to all other sanctions or remedies available under law or court rule. However, this section may not be construed to authorize double recovery if an affected person prevails on a claim brought against a local government pursuant to other applicable law involving the same ordinance, operative acts, or transactions.

(6)(5) This section does not apply to local ordinances adopted pursuant to part II of chapter 163, s. 553.73, or s. 633.202.

(7)(a)(6) Except as provided in paragraph (b), this section is intended to be prospective in nature and applies shall apply only to cases commenced on or after July 1, 2019.

(b) The amendments to this section effective October 1, 2023, are prospective in nature and apply only to ordinances adopted on or after October 1, 2023.

(c) An amendment to an ordinance enacted after October 1, 2023, gives rise to a claim under this section only to the extent that the application of the amendatory language is the cause of the claim apart from the ordinance being amended.

Section 2. Effective upon becoming a law, subsection (7) is added to section 125.66, Florida Statutes, to read:

125.66 Ordinances; enactment procedure; emergency ordinances; rezoning or change of land use ordinances or resolutions.—

(7) Consideration of the proposed county ordinance or county resolution at a properly noticed meeting may be continued to a subsequent meeting if, at the scheduled meeting, the date, time, and place of the subsequent meeting is publicly stated. No further publication, mailing, or posted notice as required under this section is required, except that the continued consideration must be listed in an agenda or similar communication produced for the subsequent meeting. This subsection is remedial in nature, is intended to clarify existing law, and shall apply retroactively.

Section 3. Present subsections (3) through (7) of section 125.66, Florida Statutes, as amended by this act, are redesignated as subsections (4) through (8), respectively, a new subsection (3) is added to that section, and paragraph (a) of subsection (2) of that section is amended, to read:

125.66 Ordinances; enactment procedure; emergency ordinances; rezoning or change of land use ordinances or resolutions.—

(2)(a) The regular enactment procedure is shall be as follows: The board of county commissioners at any regular or special meeting may enact or amend any ordinance, except as provided in subsection (5) (4), if notice of intent to consider such ordinance is given at least 10 days before such meeting by publication as provided in chapter 50. A copy of such notice must shall be kept available for public inspection during the regular business hours of the office of the clerk of the board of county commissioners. The notice of proposed enactment must shall state the date, time, and place of the meeting; the title or titles of proposed ordinances; and the place or places within the county where such proposed ordinances may be inspected by the public. The notice must shall also advise that interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

(3)(a) Before the enactment of a proposed ordinance, the board of county commissioners shall prepare or cause to be prepared a business impact estimate in accordance with this subsection. The business impact estimate must be posted on the county's website no later than the date the notice of

proposed enactment is published pursuant to paragraph (2)(a) and must include all of the following:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the county.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the county, including the following, if any:

a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

c. An estimate of the county's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

4. Any additional information the board determines may be useful.

(b) This subsection may not be construed to require a county to procure an accountant or other financial consultant to prepare the business impact estimate required by this subsection.

(c) This subsection does not apply to:

1. Ordinances required for compliance with federal or state law or regulation;

2. Ordinances relating to the issuance or refinancing of debt;

3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a county government;

5. Emergency ordinances;

6. Ordinances relating to procurement; or

7. Ordinances enacted to implement the following:

a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;

- b. Sections 190.005 and 190.046;
- c. Section 553.73, relating to the Florida Building Code; or
- d. Section 633.202, relating to the Florida Fire Prevention Code.

Section 4. Section 125.675, Florida Statutes, is created to read:

125.675 Legal challenges to certain recently enacted ordinances.—

(1) A county must suspend enforcement of an ordinance that is the subject of an action challenging the ordinance's validity on the grounds that it is expressly preempted by the State Constitution or by state law or is arbitrary or unreasonable if:

(a) The action was filed with the court no later than 90 days after the adoption of the ordinance;

(b) The plaintiff requests suspension in the initial complaint or petition, citing this section; and

(c) The county has been served with a copy of the complaint or petition.

(2) When the plaintiff appeals a final judgment finding that an ordinance is valid and enforceable, the county may enforce the ordinance 45 days after the entry of the order unless the plaintiff obtains a stay of the lower court's order.

(3) The court shall give cases in which the enforcement of an ordinance is suspended under this section priority over other pending cases and shall render a preliminary or final decision on the validity of the ordinance as expeditiously as possible.

(4) The signature of an attorney or a party constitutes a certificate that he or she has read the pleading, motion, or other paper and that, to the best of his or her knowledge, information, and belief formed after reasonable inquiry, it is not interposed for any improper purpose, such as to harass or to cause unnecessary delay, or for economic advantage, competitive reasons, or frivolous purposes or needless increase in the cost of litigation. If a pleading, motion, or other paper is signed in violation of these requirements, the court, upon its own initiative or upon favorably ruling on a party's motion for sanctions, must impose upon the person who signed it, a represented party, or both, an appropriate sanction, which may include an order to pay to the other party or parties the amount of reasonable expenses incurred because of the filing of the pleading, motion, or other paper, including reasonable attorney fees.

(5) This section does not apply to:

(a) Ordinances required for compliance with federal or state law or regulation;

- (b) Ordinances relating to the issuance or refinancing of debt;
- (c) Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- (d) Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a county government;
- (e) Emergency ordinances;
- (f) Ordinances relating to procurement; or
- (g) Ordinances enacted to implement the following:
  - 1. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
  - 2. Sections 190.005 and 190.046;
  - 3. Section 553.73, relating to the Florida Building Code; or
  - 4. Section 633.202, relating to the Florida Fire Prevention Code.

(6) The court may award attorney fees and costs and damages as provided in s. 57.112.

Section 5. Effective upon becoming a law, paragraph (d) is added to subsection (3) of section 166.041, Florida Statutes, and paragraph (a) of that subsection is amended, to read:

166.041 Procedures for adoption of ordinances and resolutions.—

(3)(a) Except as provided in ~~paragraphs~~ paragraph (c) and (d), a proposed ordinance may be read by title, or in full, on at least 2 separate days and shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the municipality. The notice of proposed enactment shall state the date, time, and place of the meeting; the title or titles of proposed ordinances; and the place or places within the municipality where such proposed ordinances may be inspected by the public. The notice shall also advise that interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

(d) Consideration of the proposed municipal ordinance at a meeting properly noticed pursuant to this subsection may be continued to a subsequent meeting if, at the meeting, the date, time, and place of the subsequent meeting is publicly stated. No further publication, mailing, or posted notice as required under this subsection is required, except that the continued consideration must be listed in an agenda or similar communication produced for the subsequent meeting. This paragraph is remedial in nature, is intended to clarify existing law, and shall apply retroactively.

Section 6. Present subsections (4) through (8) of section 166.041, Florida Statutes, are redesignated as subsections (5) through (9), respectively, and a new subsection (4) is added to that section, to read:

166.041 Procedures for adoption of ordinances and resolutions.—

(4)(a) Before the enactment of a proposed ordinance, the governing body of a municipality shall prepare or cause to be prepared a business impact estimate in accordance with this subsection. The business impact estimate must be posted on the municipality's website no later than the date the notice of proposed enactment is published pursuant to paragraph (3)(a) and must include all of the following:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:

a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

c. An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

4. Any additional information the governing body determines may be useful.

(b) This subsection may not be construed to require a municipality to procure an accountant or other financial consultant to prepare the business impact estimate required by this subsection.

(c) This subsection does not apply to:

1. Ordinances required for compliance with federal or state law or regulation;

2. Ordinances relating to the issuance or refinancing of debt;

3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;



4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

5. Emergency ordinances;

6. Ordinances relating to procurement; or

7. Ordinances enacted to implement the following:

a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;

b. Sections 190.005 and 190.046;

c. Section 553.73, relating to the Florida Building Code; or

d. Section 633.202, relating to the Florida Fire Prevention Code.

Section 7. Section 166.0411, Florida Statutes, is created to read:

166.0411 Legal challenges to certain recently enacted ordinances.—

(1) A municipality must suspend enforcement of an ordinance that is the subject of an action challenging the ordinance's validity on the grounds that it is expressly preempted by the State Constitution or by state law or is arbitrary or unreasonable if:

(a) The action was filed with the court no later than 90 days after the adoption of the ordinance;

(b) The plaintiff requests suspension in the initial complaint or petition, citing this section; and

(c) The municipality has been served with a copy of the complaint or petition.

(2) When the plaintiff appeals a final judgment finding that an ordinance is valid and enforceable, the municipality may enforce the ordinance 45 days after the entry of the order unless the plaintiff obtains a stay of the lower court's order.

(3) The court shall give cases in which the enforcement of an ordinance is suspended under this section priority over other pending cases and shall render a preliminary or final decision on the validity of the ordinance as expeditiously as possible.

(4) The signature of an attorney or a party constitutes a certificate that he or she has read the pleading, motion, or other paper and that, to the best of his or her knowledge, information, and belief formed after reasonable inquiry, it is not interposed for any improper purpose, such as to harass or to

cause unnecessary delay, or for economic advantage, competitive reasons, or frivolous purposes or needless increase in the cost of litigation. If a pleading, motion, or other paper is signed in violation of these requirements, the court, upon its own initiative or upon favorably ruling on a party's motion for sanctions, must impose upon the person who signed it, a represented party, or both, an appropriate sanction, which may include an order to pay to the other party or parties the amount of reasonable expenses incurred because of the filing of the pleading, motion, or other paper, including reasonable attorney fees.

(5) This section does not apply to:

(a) Ordinances required for compliance with federal or state law or regulation;

(b) Ordinances relating to the issuance or refinancing of debt;

(c) Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

(d) Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

(e) Emergency ordinances;

(f) Ordinances relating to procurement; or

(g) Ordinances enacted to implement the following:

1. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;

2. Sections 190.005 and 190.046;

3. Section 553.73, relating to the Florida Building Code; or

4. Section 633.202, relating to the Florida Fire Prevention Code.

(6) The court may award attorney fees and costs and damages as provided in s. 57.112.

Section 8. Subsection (5) of section 163.2517, Florida Statutes, is amended to read:

163.2517 Designation of urban infill and redevelopment area.—

(5) After the preparation of an urban infill and redevelopment plan or designation of an existing plan, the local government shall adopt the plan by ordinance. Notice for the public hearing on the ordinance must be in the form

established in s. 166.041(3)(c)2. for municipalities, and s. 125.66(5)(b)2. ~~s. 125.66(4)(b)2.~~ for counties.

Section 9. Paragraph (a) of subsection (3) of section 163.3181, Florida Statutes, is amended to read:

163.3181 Public participation in the comprehensive planning process; intent; alternative dispute resolution.—

(3) A local government considering undertaking a publicly financed capital improvement project may elect to use the procedures set forth in this subsection for the purpose of allowing public participation in the decision and resolution of disputes. For purposes of this subsection, a publicly financed capital improvement project is a physical structure or structures, the funding for construction, operation, and maintenance of which is financed entirely from public funds.

(a) ~~Prior to~~ Before the date of a public hearing on the decision on whether to proceed with the proposed project, the local government shall publish public notice of its intent to decide the issue according to the notice procedures described by s. 125.66(5)(b)2. ~~s. 125.66(4)(b)2.~~ for a county or s. 166.041(3)(c)2.b. for a municipality.

Section 10. Paragraph (a) of subsection (4) of section 163.3215, Florida Statutes, is amended to read:

163.3215 Standing to enforce local comprehensive plans through development orders.—

(4) If a local government elects to adopt or has adopted an ordinance establishing, at a minimum, the requirements listed in this subsection, the sole method by which an aggrieved and adversely affected party may challenge any decision of local government granting or denying an application for a development order, as defined in s. 163.3164, which materially alters the use or density or intensity of use on a particular piece of property, on the basis that it is not consistent with the comprehensive plan adopted under this part, is by an appeal filed by a petition for writ of certiorari filed in circuit court no later than 30 days following rendition of a development order or other written decision of the local government, or when all local administrative appeals, if any, are exhausted, whichever occurs later. An action for injunctive or other relief may be joined with the petition for certiorari. Principles of judicial or administrative res judicata and collateral estoppel apply to these proceedings. Minimum components of the local process are as follows:

(a) The local process must make provision for notice of an application for a development order that materially alters the use or density or intensity of use on a particular piece of property, including notice by publication or mailed notice consistent with the provisions of ss. 125.66(5)(b)2. and 3. and 166.041(3)(c)2.b. and c. ~~ss. 125.66(4)(b)2. and 3. and 166.041(3)(c)2.b. and c.,~~

and must require prominent posting at the job site. The notice must be given within 10 days after the filing of an application for a development order; however, notice under this subsection is not required for an application for a building permit or any other official action of local government which does not materially alter the use or density or intensity of use on a particular piece of property. The notice must clearly delineate that an aggrieved or adversely affected person has the right to request a quasi-judicial hearing before the local government for which the application is made, must explain the conditions precedent to the appeal of any development order ultimately rendered upon the application, and must specify the location where written procedures can be obtained that describe the process, including how to initiate the quasi-judicial process, the timeframes for initiating the process, and the location of the hearing. The process may include an opportunity for an alternative dispute resolution.

Section 11. Paragraph (c) of subsection (1) of section 376.80, Florida Statutes, is amended to read:

**376.80 Brownfield program administration process.—**

(1) The following general procedures apply to brownfield designations:

(c) Except as otherwise provided, the following provisions apply to all proposed brownfield area designations:

1. Notification to department following adoption.—A local government with jurisdiction over the brownfield area must notify the department, and, if applicable, the local pollution control program under s. 403.182, of its decision to designate a brownfield area for rehabilitation for the purposes of ss. 376.77-376.86. The notification must include a resolution adopted by the local government body. The local government shall notify the department, and, if applicable, the local pollution control program under s. 403.182, of the designation within 30 days after adoption of the resolution.

2. Resolution adoption.—The brownfield area designation must be carried out by a resolution adopted by the jurisdictional local government, which includes a map adequate to clearly delineate exactly which parcels are to be included in the brownfield area or alternatively a less-detailed map accompanied by a detailed legal description of the brownfield area. For municipalities, the governing body shall adopt the resolution in accordance with the procedures outlined in s. 166.041, except that the procedures for the public hearings on the proposed resolution must be in the form established in s. 166.041(3)(c)2. For counties, the governing body shall adopt the resolution in accordance with the procedures outlined in s. 125.66, except that the procedures for the public hearings on the proposed resolution must ~~shall~~ be in the form established in s. 125.66(5)(b) ~~s. 125.66(4)(b)~~.

3. Right to be removed from proposed brownfield area.—If a property owner within the area proposed for designation by the local government

requests in writing to have his or her property removed from the proposed designation, the local government must shall grant the request.

4. Notice and public hearing requirements for designation of a proposed brownfield area outside a redevelopment area or by a nongovernmental entity. Compliance with the following provisions is required before designation of a proposed brownfield area under paragraph (2)(a) or paragraph (2)(c):

a. At least one of the required public hearings must shall be conducted as closely as is reasonably practicable to the area to be designated to provide an opportunity for public input on the size of the area, the objectives for rehabilitation, job opportunities and economic developments anticipated, neighborhood residents' considerations, and other relevant local concerns.

b. Notice of a public hearing must be made in a newspaper of general circulation in the area, must be made in ethnic newspapers or local community bulletins, must be posted in the affected area, and must be announced at a scheduled meeting of the local governing body before the actual public hearing.

Section 12. Paragraph (a) of subsection (3) of section 497.270, Florida Statutes, is amended to read:

497.270 Minimum acreage; sale or disposition of cemetery lands.—

(3)(a) If the property to be sold, conveyed, or disposed of under subsection (2) has been or is being used for the permanent interment of human remains, the applicant for approval of such sale, conveyance, or disposition must shall cause to be published, at least once a week for 4 consecutive weeks, a notice meeting the standards of publication set forth in s. 125.66(5)(b)2. ~~s. 125.66(4)(b)2.~~ The notice must shall describe the property in question and the proposed noncemetery use and must shall advise substantially affected persons that they may file a written request for a hearing pursuant to chapter 120, within 14 days after the date of last publication of the notice, with the department if they object to granting the applicant's request to sell, convey, or dispose of the subject property for noncemetery uses.

Section 13. Paragraph (a) of subsection (2) of section 562.45, Florida Statutes, is amended to read:

562.45 Penalties for violating Beverage Law; local ordinances; prohibiting regulation of certain activities or business transactions; requiring nondiscriminatory treatment; providing exceptions.—

(2)(a) Nothing contained in the Beverage Law may shall be construed to affect or impair the power or right of any county or incorporated municipality of the state to enact ordinances regulating the hours of business and location of place of business, and prescribing sanitary regulations therefor, of any licensee under the Beverage Law within the county or corporate limits of such municipality. However, except for

premises licensed on or before July 1, 1999, and except for locations ~~that are~~ licensed as restaurants, which derive at least 51 percent of their gross revenues from the sale of food and nonalcoholic beverages, pursuant to chapter 509, a location for on-premises consumption of alcoholic beverages may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school unless the county or municipality approves the location as promoting the public health, safety, and general welfare of the community under proceedings as provided in s. 125.66(5) ~~s. 125.66(4)~~, for counties, and s. 166.041(3)(c), for municipalities. This restriction ~~may~~ shall not, however, be construed to prohibit the issuance of temporary permits to certain nonprofit organizations as provided for in s. 561.422. The division may not issue a change in the series of a license or approve a change of a licensee's location unless the licensee provides documentation of proper zoning from the appropriate county or municipal zoning authorities.

Section 14. Subsection (1) of section 847.0134, Florida Statutes, is amended to read:

847.0134 Prohibition of adult entertainment establishment that displays, sells, or distributes materials harmful to minors within 2,500 feet of a school.—

(1) Except for those establishments that are legally operating or have been granted a permit from a local government to operate as adult entertainment establishments on or before July 1, 2001, an adult entertainment establishment that sells, rents, loans, distributes, transmits, shows, or exhibits any obscene material, as described in s. 847.0133, or presents live entertainment or a motion picture, slide, or other exhibit that, in whole or in part, depicts nudity, sexual conduct, sexual excitement, sexual battery, sexual bestiality, or sadomasochistic abuse and that is harmful to minors, as described in s. 847.001, may not be located within 2,500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school unless the county or municipality approves the location under proceedings as provided in s. 125.66(5) ~~s. 125.66(4)~~ for counties or s. 166.041(3)(c) for municipalities.

Section 15. The Legislature finds and declares that this act fulfills an important state interest.

Section 16. Except as otherwise expressly provided in this act and except for this section, which shall take effect upon becoming a law, this act shall take effect October 1, 2023.

Approved by the Governor June 29, 2023.

Filed in Office Secretary of State June 29, 2023.