



CITY COUNCIL REGULAR MEETING
CITY OF NEW PORT RICHEY
NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA
April 16, 2024
6:00 PM

Please note the meeting times for regular city council meetings as been changed to 6:00 p.m. effective for all meetings after April 1, 2024.

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 April 2, 2024 Regular Meeting Minutes Page 3
5. Oath of Office - Bertell Butler, IV
6. Proclamation National Public Safety Telecommunicators Week Page 8
7. Proclamation - Volunteer Recognition Day (By Title Only) Page 9
8. 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.

9. Consent Agenda

- a. Purchases/Payments for City Council Approval Page 10
- b. Cultural Affairs Committee Meeting Minutes - February 2024 Page 12
- c. Library Advisory Board Minutes - February 2024 Page 14

10. Public Reading of Ordinances

- a. First Reading, Ordinance No. 2024-2288: Land Use Amendment for 6727 Trouble Creek Rd. Page 18
- b. First Reading, Ordinance No. 2024-2289: Rezoning for 6727 Trouble Creek Rd. Page 43
- c. First Reading, Ordinance No. 2024-2290: Conditional Use for 6727 Trouble Creek Rd. Page 63
- d. First Reading, Ordinance No. 2024-2296: Amending Chapter 7 of the LDC RE: Indoor Storage in C-2 Zoning District Page 88
- e. First Reading, Ordinance No. 2024-2287: Amending Section 10.06 of the City Charter RE: Corporate Boundaries Page 95

11. Business Items

- a. Board Appointment: George Romagnoli, Land Development Review Board Page 203
- b. Request by Richey Suncoast Theatre to Use City Facilities and Waiver of Fees Page 212
- c. Cultural Affairs Committee Funding Request: NPR Film Festival Page 213
- d. Meadows Park Improvements Project Close Out Page 216
- e. Approval of CAD and Purvis Project Agreements/Price Quotes Page 219
- f. Resolution No. 2024-06: Revising the City's Public Records Policy and Fee Schedule Page 255

12. Communications

13. Adjournment

Agendas may be viewed on the City's website: 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

TO: City of New Port Richey City Council
FROM: Judy Meyers, CMC, City Clerk
DATE: 4/16/2024
RE: Approval of April 2, 2024 Regular Meeting Minutes

REQUEST:

The request is for City Council to approve the minutes from the April 2, 2024 regular meeting.

DISCUSSION:

City Council met for their regularly scheduled meeting on April 2, 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 April 2, 2024 regular meeting as submitted.

BUDGET/FISCAL IMPACT:

No funding is required for this item.

ATTACHMENTS:

Description	Type
April 2, 2024 Regular Meeting Minutes	Backup Material



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

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

April 2, 2024
6:00 PM

Please note the meeting times for regular city council meetings has been changed to 6:00 p.m. effective for all meetings after April 1, 2024.

ORDER OF
BUSINESS

1. Call to Order – Roll Call

The meeting was called to order by Mayor Chopper Davis at 6:00 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, Fire Chief Chris Fitch, Public Works Director Robert Rivera, Police Chief Bob Kochen, Library Director Andi Figart, Technology and Innovations Director Robert Greene, Assistant City Manager Gregory Oravec and Human Resources Director Arnel Wetzel.

2 Pledge of Allegiance

3 Moment of Silence

4 Approval of March 19, 2024 Regular Meeting Minutes

Motion was made to approve the minutes as presented.

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

5 Official Centennial Celebration Logo

6 Presentation of Years of Service Award to Mike Peters

7 Proclamation - Alcohol Awareness and Power Talk 21 Month

8 Proclamation - Water Conservation Month (By Title Only)

9 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:

- Jeff Starkey, 3751 Wiregrass Rd., NPR thanked Councilman Peters for his service to the city.

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.

10 Consent Agenda

Motion was made to accept the Consent Agenda.

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

- a Parks and Recreation Advisory Board Minutes - January 2024
- b Purchases/Payments for City Council Approval

11 Public Reading of Ordinances

- a Second Reading, Ordinance No. 2024-2293: Amending Chapter 7 of the LDC to Create an R-4 Coastal Cottage Zoning District

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to conduct a second and final reading of an ordinance to amend Chapter 7 of the Land Development Code to create an R-4 Coastal Cottage Zoning District. She then highlighted the proposed lot standards. She then introduced Senior Planner Lisa Algieri who then made a presentation to Council. Ms. Algieri began her presentation by highlighting the existing conditions. She stated this would be for residential homes. She then highlighted the setbacks. Ms. Algieri stated there would be architectural style requirements. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. City Attorney Driscoll stated the architectural standards are somewhat unusual for this community but due to the reductions they can be justified. Motion was made to approve the ordinance upon its second and final reading.

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

12 Business Items

- a Consideration of Disposal of Surplus Vehicles/Equipment for Auction

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to authorize seven vehicles/equipment as surplus equipment and authorize staff to process the vehicles/equipment for auction using the services of The Public Group, LLC. Mr. Rivera stated that the vehicles range from 8-25 years old. There are high maintenance costs associated with all of the vehicles. Upon opening the floor to public 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 Mike Peters. The Motion Passed. 5-0. Ayes: Altman, Davis, Mothershead, Murphy, Peters

- b Resolution No. 2024-05: Adopting a Neighborhood Improvement and Community Enhancement Program (NICE)

City Attorney Driscoll read the proposed resolution by title only. City Manager Manns introduced the item to Council. She stated the purpose of this agenda was to adopt Resolution No. 2024-05 which would establish the Neighborhood Improvement and Community Enhancement Program (NICE) and approve the corresponding budget amendment to fund the NICE program for the remainder of this fiscal year. She then introduced Chief Kochen who then made a presentation to Council. He stated that the NICE grant program is an innovative approach to assist lower-income to lower-moderate income person(s) in obtaining a city grant to correct outstanding code violations. These outstanding code violations have a negative impact on the property/residence and the surrounding community. The goal of the NICE grant program is to assist homeowners unable to achieve code compliance on their own for reasons of financial hardship or physical limitations. Moreover, this grant program can help to improve the quality of life for the resident(s) obtaining the grant and the surrounding community.

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

- Bertell Butler, IV, 5335 Bellview Ave., NPR stated this provides an opportunity to have Code Enforcement show up in a positive way.

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

- c Approval of Agreement for Lien Foreclosure Services w/Matthew Weidner, PA

City Manager Manns introduced Police Chief Robert Kochen who then presented the item to Council. Chief Kochen stated the purpose of this agenda was to approve a lien foreclosure retainer agreement contract with Matthew Weidner PA. Chief Kochen stated that the City has active outstanding liens on dilapidated unoccupied/non-homestead homes and vacant land. He stated that the program objective would be to repurpose the properties for productive reuse as workforce housing. Chief Kochen then highlighted several of the properties. Chief Kochen stated Mr. Weidner has contracts with several other cities and has been doing this line of work since 1999. 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 Kelly Mothershead and seconded by Mike Peters. The Motion Passed. 5-0. Ayes: Altman, Davis, Mothershead, Murphy, Peters

13 Communications

Councilwoman Mothershead stated she will miss Councilman Peters. Deputy Mayor Murphy stated he has appreciated all of the hard work Councilman Peters has done. He stated he will miss him as well. Councilman Altman thanked Councilman Peters for his service. He stated he missed the opportunity to visit the planetarium but he is encouraged by the introduction of the discovery center project in the city. Councilman Altman stated that he had communication with some of the educators including St. Leo University and when we speak about stakeholders to remember the educators. He stated that Council approved a variance a while back for Mark George and it came to his attention today that his permit has been denied. He stated hopefully we can get our Code back so that the City can accept responsibility for parking. He stated if we have to revisit it as a Council he would be happy to do so. Councilman Altman stated there is some concern about the astro turf. He stated there was a group that raised some concerns about the plastics and would like to get some reassurance from the contractor. He stated the area used by the Native Americans could use some improvements. He stated next Monday the TBRPC is having a meeting and would like staff to attend. He also stated that their resiliency conference in May. Councilman Altman stated he did put a map together for the urban service area and needs to do some research regarding population. He stated it is a good opportunity to

get County money for recreation fees. He stated the County is looking to build several recreational complexes. Mayor Davis stated there is lack of knowledge regarding the artificial turf. He stated there is a lot of contact with the ground and there is no difference if it was grass. He stated high school, colleges and other sporting venues have artificial turf. He thanked Councilman Peters for his service. Councilman Peters played a video by the Florida Sports Coast which promoted New Port Richey. He stated that on the west side of US 19 by the north gateway there is a building that caught fire that needs to be demolished that is owned by the County. He suggested reaching out to the County to see if the City could demolish it and be reimbursed for the costs. He stated that the owner of Coastal Liquors stated he plans to build a fence and he has the right to do so. He stated the American Legion is not happy with it. He would like to find a way to discourage it as it would cut off walking and golf cart access. Councilman Peters spoke regarding the land use, rezoning and conditional use for 6727 Trouble Creek Rd. He stated it was his opinion that it is not the best use and urged Council to deny it. He also spoke about the proposed Sea Forest project and the need for more parking. He urged Council to see if more changes could be made to the site plan. City Manager Manns stated she is aware of the Mark George parking issue and will follow up with him. She stated she has not heard from a mother or a group of mothers about the turf that was purchased. She stated there are no PFA's in the product that was purchased and will pass documentation along to Council. City Attorney Driscoll thanked Councilman Peters for his service.

14 Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 7:29 p.m.

(signed) _____
Judy Meyers, CMC, City Clerk

Approved: _____ (date)

Initialed: _____



Office of the Mayor
City Of New Port Richey
Proclamation

WHEREAS, emergencies can occur at any time that require police, fire or emergency medical services; and

WHEREAS, when an emergency occurs the prompt response of police officers and firefighters is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the City of New Port Richey Police Department emergency communications center; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and

WHEREAS, Public Safety Telecommunicators of the City of New Port Richey Police Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

NOW, THEREFORE, I, Chopper Davis, Mayor of the City of New Port Richey, do hereby proclaim the week of April 14, 2024 through April 20, 2024 as

*National Public Safety
Telecommunicators Week*

in the City of New Port Richey and extends appreciation to our Public Safety Telecommunicators and to all the Public Safety Telecommunicators for the vital services they perform and their exemplary dedication to the communities they represent.

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



ATTEST: _____

DATE: _____



Office of the Mayor
City Of New Port Richey
Proclamation

WHEREAS, President Richard Nixon established National Volunteer Week with an executive order in 1974 as a way to recognize and celebrate the efforts of volunteers; and

WHEREAS, Points of Light, founded in 1990 by President George W. Bush to inspire, equip and mobilize people to take action to change the world, designated the week of April 21-27, 2024 as National Volunteer Week; and

WHEREAS, National Volunteer Week encourages individuals and communities to be at the center of social change discovering their power to make a difference; and

WHEREAS, entire communities can effect positive change with any volunteer action no matter how big or small; and

WHEREAS, volunteers are vital to our future as a caring and productive community; and

WHEREAS, as part of National Volunteer Week, the City of New Port Richey is proud to recognize all of the volunteers who give their time and talents to be a part of the City's various boards and committees.

NOW, THEREFORE, I, Chopper Davis, Mayor of the City of New Port Richey, do hereby proclaim April 23, 2024 as

Volunteer Recognition Day

in the City of New Port Richey, and encourage all citizens of the city to celebrate the efforts of all of the volunteers in our community and to thank them for their service.



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

ATTEST: _____

DATE: _____



NEW PORT RICHEY

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TO: City of New Port Richey City Council
FROM: Crystal M. Dunn, Finance Director
DATE: 4/16/2024
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

Pasco County Board of County Commissioners Design & Permitting, Grand Blvd. Bridge Phase 1	\$54,542.00
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RECURRING EXPENDITURES OVER \$25,000

Duke Energy February Usage	\$152,283.23
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Enterprise FM Trust Lease of City Vehicles	\$68,214.04
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NEW PORT RICHEY

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TO: City of New Port Richey City Council

FROM: Andrea Figart, New Port Richey Public Library Director

DATE: 4/16/2024

RE: Cultural Affairs Committee Meeting Minutes - February 2024

REQUEST:

The request before City Council is to review and consider approving the attached minutes from the February 21, 2024, Cultural Affairs Committee Meeting.

DISCUSSION:

The Cultural Affairs Committee makes recommendations and advises the City Council regarding financial sponsorship and the creation of activities promoting City residents' cultural education and appreciation.

The Cultural Affairs Committee holds monthly meetings, with the most recent meeting occurring on March 20, 2024, at which time the committee reviewed and approved the minutes from the February 21, 2024, meeting.

The Cultural Affairs Committee will consider for approval the March 20, 2024, meeting minutes at the Wednesday, April 21, 2024, meeting which will take place at 6:30 p.m. in the Avery Room.

The meeting will be held at the Library, and the public is invited to attend.


RECOMMENDATION:

The recommendation before City Council is to review and accept the minutes from the February 21, 2024, Cultural Affairs Committee Meeting.

BUDGET/FISCAL IMPACT:

None

ATTACHMENTS:

Description	Type
 Cultural Affairs Committee February 21, 2024, Meeting Minutes	Backup Material

NEW PORT RICHEY CULTURAL AFFAIRS COMMITTEE FEBRUARY 21, 2024, MEETING MINUTES

The regular meeting of the Cultural Affairs Committees was held at the New Port Richey Public Library at 6:30 pm on Wednesday, February 21, 2024. Board members in attendance: Kim Brust, Beth Fregger, Kelly Smallwood, City Liaison - Andrea Figart, Chairperson - Richard Melton, Public - Dave Folds, Bertell Butler

APPROVAL OF MINUTES - The January 17, 2024 meeting minutes were unanimously approved.

VOX POP - No Speakers

CONTINUING BUSINESS

1. Andi Figart reported that the CAC funds have not changed; we have \$6000 in our budget for 2024.
2. Schwettman Center Updates - There are many ideas being floated around, and the City continues to evaluate the options
3. Mural Ordinance update. Greg Oravec, Economic Development Director for NPR would like to meet with CAC regarding murals in the city. Chairman Melton recommended Mr. Oravec review the current ordinance and review the revisions and recommendations made to city council and administration by CAC before we schedule him.
4. City Centennial Committee update
 - a. The Steering Committee will meet on March 7 at 6 pm in Council Chambers.
 - b. Subcommittees are being formed. If interested, contact Judy Meyers, City Clerk.
MeyersJ@cityofnewportrichey.org
5. Grant updates

COMMITTEE INCLUDES: Kim Brust, Rich Melton and Andi Figart

- a. Florida Talks Speaker Grant - Committee has secured speakers for the Summer Speakers event
 - i. David Morton - Florida Film Historian - Either 8/2 or 8/9 depending on the dates of the library's film Festival
 - ii. Elliot Kleinberg - Florida Author - 9/25
 - iii. Chris Kahl - Florida Folk Singer and Storyteller - 8/16 or 9/6
- b. It was suggested to complete the grant application from the Florida Speakers bureau even if we pay for the speakers out of CAC budget.
A motion was made to fund the speakers if the grant is not approved by Kim Brust. Seconded by Kelly Smallwood. Motion passed.

NEW BUSINESS

City is hiring a grant writer and will be available to assist with further grants.

OTHER - The NPR Public Art Fund was brought up and CAC has questions about the availability of the funds how does one access them and how much money is in the fund.

ADJOURNMENT- A motion to adjourn the meeting was made by Kelly Smallwood and seconded by Kim Brust. The motion was approved unanimously, and the meeting was adjourned at 7:34 pm

Respectfully submitted,

Beth Louise Fregger



NEW PORT RICHEY

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TO: City of New Port Richey City Council
FROM: Andrea Figart, New Port Richey Public Library Director
DATE: 4/16/2024
RE: Library Advisory Board Minutes - February 2024

REQUEST:

The request before City Council is to review and consider for approval the attached minutes from the February 26, 2024, Library Advisory Board meeting.

DISCUSSION:

The Library Advisory Board holds monthly meetings. The Library Advisory Board most recently convened on March 18, 2024. At this time, the board reviewed and approved the minutes from the February 26, 2024, meeting.

The Library Advisory Board will consider the March 18, 2024, meeting minutes for approval at the Monday, April 22, 2024. The meeting will be held in the Magnolia Room of the New Port Richey Public Library located at 5939 Main Street, New Port Richey. The public is invited to attend.

RECOMMENDATION:

The recommendation before City Council is to review and accept the minutes from the February 26, 2024, NPRPL Library Advisory Board Meeting.

BUDGET/FISCAL IMPACT:

None

ATTACHMENTS:

Description	Type
Library Advisory Board February 26, 2024 Meeting Minutes	Backup Material
NPRPL Circulation, Program, and Door Count Statistical Report_January 2024	Backup Material

Library Advisory Board
Meeting Minutes
February 26, 2024

In Attendance: Ron Becker, Nancy Cote, Nicholas Pacini, Lewis Curtwright (by telephone), Renee Tyner, Jayne Brewin, Joyce Haasnoot, Andi Figart, and Joan Nelson Hook. Marci Mihall was absent.

- I. **Call to Order:** 9:35 a.m. by Ron Becker. A quorum was met.
- II. **Minutes:** The January 2023 minutes were unanimously accepted. One correction was made to the spelling of Lewis Curtwright's name in the Continuing Business section.
- III. **Public Comment:** None
- IV. **Officer/Committee Reports:**
 - Pasco County Library Advisory Board & Library Cooperative (Ron Becker)
 - Nicholas Pacini was at the last meeting to review his visit to Library Legislative Days in Tallahassee in January.
 - Regency Park branch will be opening at the end of March.
 - On April 12 there is a groundbreaking for a Wesley Chapel branch. Ron invited anyone who would like to attend to let him know.
 - The Friends of the New Port Richey Library (Nancy Cote)
 - Friends are looking for additional ways to raise funds for the mobile library branch. The goal is \$50,000, and as of now, they are at about \$40,000.
 - Jayne Brewin suggested hosting a table at the next Main Street Wine Walk.
 - Library Director's Update (Andi Figart)
 - Library Director Figart updated the board on the appropriations request for book mobile funding that Representative Yeager submitted. It has passed the Senate and is currently not supported by the House. Representative Yeager's aide, Trotter Deuce, said that even if full funding is not approved, there is a chance that it could be partially funded. If approved in both the House and Senate, it will go to the Governor for final approval. We can expect an answer sometime around July 2024.
 - The library will request funding for the mobile library branch in the FY 24/25 budget requests. If approved, these requests will go before the City Council in August and September. Maintenance costs were compiled during the 23/24 FY and those numbers will be included in the budget request.
- V. **Continuing Business:**
 - The newest Little Free Library was installed at the New Port Richey Aquatic Center. Nick Pacini will monitor the library. Nick suggested creating a joint social media post on the Parks & Rec page and our social media page showing an individual taking a book from the newest Little Free Library.
 - Nicholas Pacini recapped the trip to Library Legislative Days in Tallahassee. The first night, Nick met and talked with Doug Crane, FLA President. The next morning, Nick and Lewis met with Danny Burgess, who explained some differences between FLA and ALA. Representative Burgess is an active patron of the Zephyrhills Library.

- Nicholas Pacini also met with Jaden Cocuzza, aide for Representative Kevin Steele, and discussed various programs that the library hosts, how programs are determined, as well as the procedure the public must follow to reserve space in the Library for their events and programs. Nicholas also explained that the New Port Richey Public Library is not a part of the Pasco County Library System, although, as expected, their missions are similar.
- Nicholas also met with Senator Hooper, the chair of the committee that votes on library funding. FLA Advocacy representative Winona Paterson was also in attendance. They reviewed funding requests for libraries.
- The library statistics were discussed. It included normal checkouts through a staff member, self-checkouts at the MeeScan machines, and checkout through the phone application. Director Figart explained that “in the library” means items used while in the library and not checked out. Bulk items are from the seed library. Director Figart further explained passive programs. They are self-run programs, such as take-and-makes, the spice-of-the-month club, and the community puzzle. It is any program that the public can participate in without the assistance of staff.

VI. New Business:

- Ron Becker suggested a book appraisal program, similar to the What's it Worth program. Dan Callaghan with Lighthouse Books, located in Dade City, is a rare book dealer who is a knowledgeable book appraiser who could be utilized for the event.
- Ron Becker suggested comparing library door statistics and usage statistics in a few months, after the Regency Park branch has opened.
- Youth Librarian, Jessica Meredith, briefly discussed her upcoming science fair for the homeschool program and asked for volunteers to judge. Bonnie Martin will judge the March 25th fair.
- Director Figart introduced Conversation Café as a new agenda item at meetings. She will present a question to the board, and they will answer. Conversation Café can be used to communicate ideas and ask questions, and it does not have to be related to topics from the meeting.

VII. Communications:

- The next meeting will be March 25, 2024, at 9:30 am at the library.

VIII. Adjournment

- The meeting was adjourned at 10:40 am.

Respectfully submitted,

Lewis Curtwright

Lewis Curtwright, Secretary

Circulation and Programming Stats

Data taken from 1/1 - 1/31



NEW PORT RICHEY
PUBLIC LIBRARY

Circulation / Reserve Statistics

Started: Friday, February 23, 2024 at 10:17:08 AM EST
Finished: Friday, February 23, 2024 at 10:17:08 AM EST
Duration: 0 seconds

Report criteria:

- Data Type: Circulations.
- Date: Monday January 1 2024 through the end of Wednesday January 31 2024.
- Time Division: Month.
- By Circulation Type.
- Include In-Library.
- Exclude Renewals.
- By Checked Out.

Circulation Results

	1/2024	Totals
Normal	2719	2719
Self-Check	3650	3650
In-Library	337	337
In-Library (Bulk)	514	514
	7220	7220



Program Statistics

Passive Programs:

2 Programs

72 Participants

In-Person Programming:

90 Programs

2,327 Attendees

Door Count:

8,583 people



NEW PORT RICHEY

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TO: City of New Port Richey City Council

FROM: Debbie L. Manns, ICMA-CM, City Manager

DATE: 4/16/2024

RE: First Reading, Ordinance No. 2024-2288: Land Use Amendment for 6727 Trouble Creek Rd.

REQUEST:

The request is for City Council to conduct a first reading of an ordinance to amend the Future Land Use Map from General Commercial (GC) to Light Industrial (LI) for the property located at 6727 Trouble Creek Rd.

DISCUSSION:

The subject property is located at the northeast corner of Trouble Creek Road and Voorhees Road. The western half of the property consists of an office building and open space. The eastern half is wetlands. The existing use is an office for a pressure washing business. Conditions for a zoning clearance of the business prohibited outdoor storage of vehicles and equipment.

Proposal:

The applicant is requesting to amend the Future Land Use Map to Light Industrial which will allow a rezoning to Light Industrial. The Light Industrial zoning district allows outdoor storage of vehicles and equipment as a conditional use.

Compatibility with Comprehensive Plan

The proposal is inconsistent with the following policies of the City's Comprehensive Plan.

FLU 1.2.4 Existing residential areas shall be protected from the encroachment of incompatible activities; likewise, other land use areas shall be protected from the encroachment of incompatible residential activities.

FLU 1.7.2 Industrial land uses shall be encouraged and protected where they will be compatible with surrounding land uses.

FLU 1.7.3 Supporting and complementary industries and ancillary commercial services should be located in proximity to each other to accomplish a linkage between industries and services.

Planning Review

Industrial uses are typically considered incompatible with residential areas. The use can be noisy, smelly and unattractive. Industrial areas are normally located at the fringe of a city away from residential and neighborhood commercial areas. Additionally, large trucks and heavy equipment are hauled to and from the site which would create a nuisance in a residential area.

If approved, the property will be the only one with a Light Industrial land use designation. Basically, creating a spot zoning issue. Spot zoning has been determined by the US Supreme Court to be arbitrary and capricious.

RECOMMENDATION:

Based on the above analysis, the Development Review Committee (DRC) reviewed the request and found that a Future

Land Use Map amendment to Light Industrial is inconsistent with the City’s Comprehensive Plan and Future Land Use Map and therefore **recommended denial** of the land use amendment request to the LDRB, concurrently with the Rezoning and Conditional Use applications.

The LDRB conducted a legislative review of this case at its January 18, 2024 meeting. The LDRB reviewed all reports and comments and found that the request is inconsistent with the City’s Comprehensive Plan and Future Land Use Map and **recommends denial** to the City Council.

BUDGET/FISCAL IMPACT:

No funding is required for this item.

ATTACHMENTS:

Description	Type
▣ Ordinance No. 2024-2288: Land Use Amendment for 6727 Trouble Creek Rd.	Ordinance
▣ Zoning and Future Use Map	Backup Material
▣ FLU Application	Backup Material
▣ Authorized Agent	Backup Material
▣ LDRB Minutes - January 18, 2024	Backup Material
▣ Landscape Plan	Backup Material
▣ Site Plan	Backup Material

ORDINANCE NO. 2024-2288

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA PROVIDING FOR A SMALL-SCALE AMENDMENT OF THE FUTURE LAND USE MAP OF THE CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR A CHANGE IN THE LAND USE DESIGNATION FOR APPROXIMATELY 3.76 ACRES OF PROPERTY, GENERALLY LOCATED ON TROUBLE CREEK ROAD AND VOORHEES ROAD, AS SHOWN ON THE MAP ATTACHED HERETO AS EXHIBIT "A" AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE AMENDMENT OF THE LAND USE DESIGNATION FOR SAID PROPERTY FROM GENERAL COMMERCIAL TO LIGHT INDUSTRIAL; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Florida Statutes Chapter 163 requires each county and each municipality to adopt or amend and enforce a comprehensive land use plan to guide its future development and growth; and

WHEREAS, on June 29, 1989, the City Council adopted Ordinance No. 1203, which approved the City's Comprehensive Plan; and

WHEREAS, consistent with Florida Statutes section 163.3182 the property that is the subject of the proposed amendment is not located within an area of critical state concern; and

WHEREAS, the Development Department has reviewed the Small-Scale FLUM application and concludes it is in conformance with Land Development Code (LDC) on land use plan amendments; and

WHEREAS, the Development Department has distributed the Small-Scale FLUM application to the Development Review committee (DRC) and the DRC recommended that the Land Development Review board (LDRB) forward a recommendation to the City Council that the Small-Scale FLUM application be denied; and

WHEREAS, the Development Department has prepared a staff report concluding the Small-Scale FLUM application is not in conformance with state and local requirements and recommending the LDRB forward a recommendation to the City Council that the Ordinance adopting the Small-Scale FLUM application be denied; and

WHEREAS, at the duly LDRB regular public hearing held on January 18, 2024, the LDRB sitting as the Local Planning Agency, considered the Development Department staff report and recommendation and all evidence presented at the LDRB hearing, and forwarded the record to the City Council with a recommendation the Ordinance be denied; and

WHEREAS, the City Council hereby finds that adoption of the Ordinance is in the best interest of the health, safety and general welfare of residents, property owners, and businesses; and

WHEREAS, at the duly noticed City Council regular public hearing on first reading considered the Development Department and LDRB staff reports and recommendations and all evidence presented at the hearing, and approved the Ordinance on first reading; and

WHEREAS, at the duly noticed City Council regular public hearing on second reading considered the evidence presented at first reading and all evidence presented at the hearing; and adopted the Ordinance; and

WHEREAS, notice of this Ordinance and the hearings conducted hereunder has been provided in accordance with Florida law; and

WHEREAS, the City Council has conducted a hearing, has received evidence pertaining to the land use amendment and has found that the amendment of the designation of the property as provided herein is consistent with the adopted Comprehensive Plan Future Land Use Map, is compatible with the use and zoning of the surrounding properties, is consistent with the adopted Comprehensive Plan, is supported by the record of the proceedings; 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 and legislative powers.

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

Section 1. Whereas clauses and staff report. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and accurate and are hereby made a part of this Ordinance.

Section 2. Property description. The property subject to this Small-Scale FLUM amendment is legally described as:

COM AT NE COR OF SEC TH S00DG 09' 36"W 1736.16 FT ALG EAST BDY OF NE1/4 TH N89DG 44' 31"W 995.63 FT TH S00DG 10' 32"W 228.24 FT FOR POB TH S00DG 45' 05"W 563.51 FT TH 108.30 FT ALG ARC OF 510 FT RAD CURVE CONCAVE NWLY CHD S84DG 09' 42"W 108.09 FT TH N89DG 45' 18"W 291.65 FT TH N00DG 07' 00"E 50.06 FT TH 135.05 FT ALG ARC OF 570 FT RAD CURVE CON- CAVE SELY CHD N06DG 54' 16"E 134.74 FT TH N13DG 41' 31"E 273.27 FT TH S00DG 10' 51"W 110.55 FT TH S89DG 44' 44"E 184.91 FT TH N00DG 10' 51"E 235.88 FT TH S89DG 44' 44"E 140.30 FT TO POB; SOUTH 80 FT OF WEST 100 FT SUBJECT TO DRAINAGE &/OR UTILITY EASEMENT

Parcel ID: 16-26-16-0000-00200-0020

Section 3. FLUM Amendment. The Future Land Use Map of the City of New Port Richey Adopted Comprehensive Plan is hereby amended to amend the Land Use Designation for the property described herein General Commercial to Light Industrial, as shown in Exhibit "A" attached hereto.

Section 4. 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 5. Conflicts. 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 6. Effective Date. This Ordinance adopting a Small-Scale Future Land Use Map (FLUM) amendment shall become effective as provided by state law upon adoption hereof, and upon approval of the state land planning agency and all appeals of any order are final, if applicable.

The above and foregoing Ordinance was read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida, this ____ day of ____, 2024.

The above and foregoing Ordinance was read and approved 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, CMC, City Clerk

By: _____
Alfred C. Davis, Mayor-Council Member

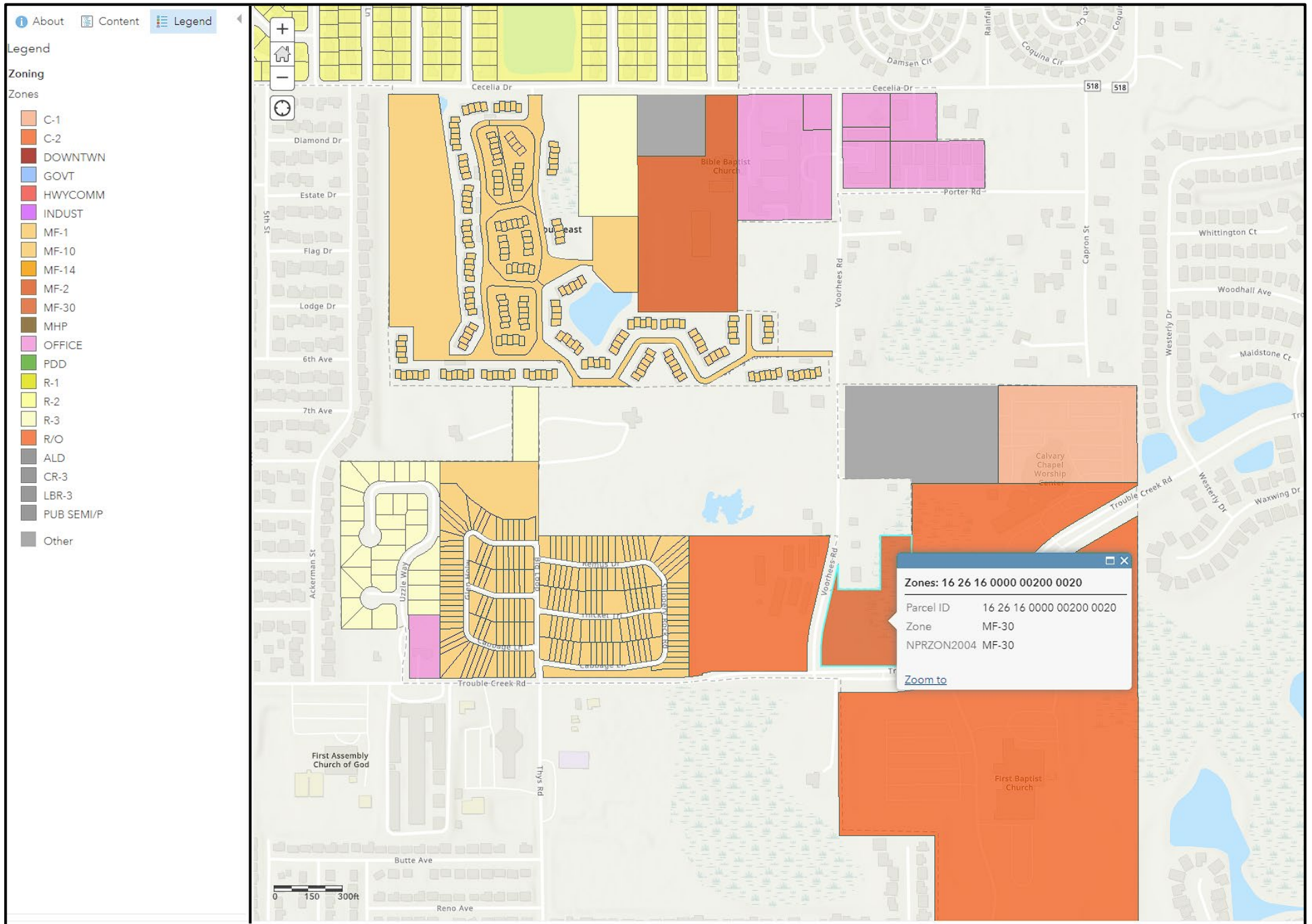
(Seal)

APPROVED AS TO LEGAL FORM AND CONTENT

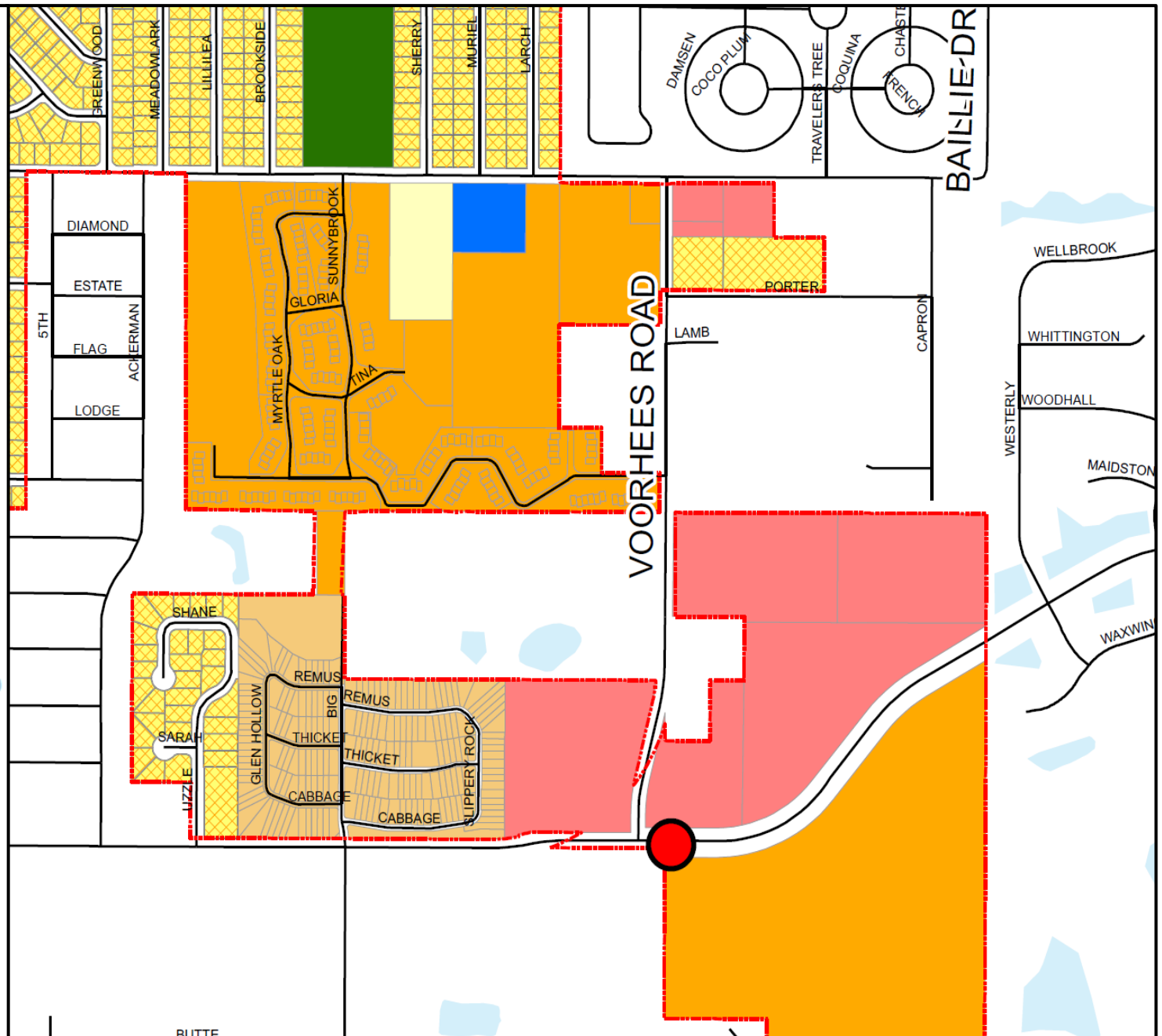
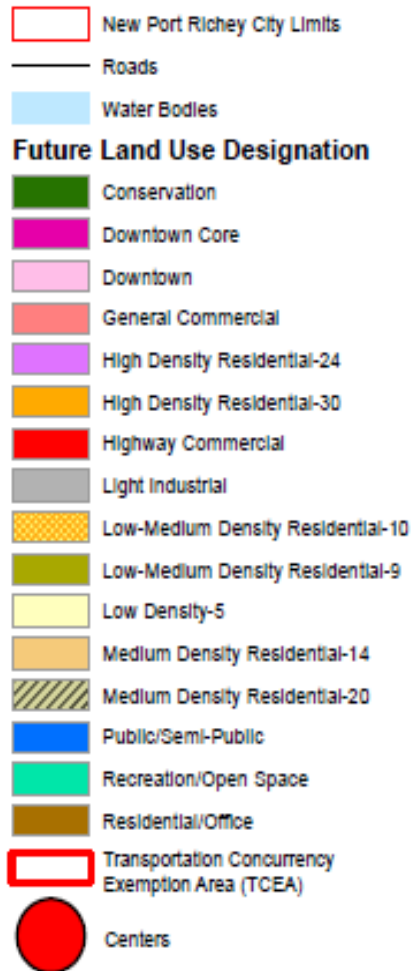
Timothy P. Driscoll, City Attorney

EXHIBIT A





City of New Port Richey Future Land Use Map 2030





FUTURE LAND USE MAP AMENDMENT

City of New Port Richey
Planning and Development Department
City Hall, 5919 Main Street, 1st Floor
New Port Richey, FL 34652
Phone (727) 853-1044 * Fax (727) 853-1052

Case #: _____
☐ Send copy to Pasco County, if w/in 1 mile
☐ Send to Pasco Schools, if residential

DRC Date: _____
LDRB Date: _____
Date Received: _____

- ☒ Submit one original signed and notarized application
- ☒ Submit original signed and sealed survey
- ☒ Submit 1 digital version of application
- ☒ Submit application fees: \$1,500 for small-scale LUA; \$2,000 for large-scale LUA
(Checks made payable to the *City of New Port Richey*)

Property Owner and Representative Information:

Current Property Owner(s): BYRNES ROBERT & DIANA L		Phone: Please use agent
Owner Address: Please use agent		
Owner Email Address: Please use agent		
Owner's Representative(s): Todd Pressman	Relationship to Owner: Authorized agent	
Representative Mailing Address: 200 2nd Ave., South, #451, St/ Petersburg, FL 33701		
Representative Email Address: Todd@Pressmaninc.com	Phone: 727-804-1760	
Primary contact: <i>(This is the <u>one</u> person to whom the City will send all communication regarding this application)</i> Pressman, as agent		

Property Information:

Street Address: 6727 Trouble Creek Rd.		
General Location: Trouble Creek Rd. West of Rowan Road		
Size of Site:	Square Feet: 163,785.60 SF	Acres: 3.76 acres
Legal Description of Subject Property: (*An electronic copy of the legal description, in Word format, is required as part of this application submittal) COM AT NE COR OF SEC TH S00DG 09' 36"W 1736.16 FT ALG EAST BDY OF NE1/4 TH N89DG 44' 31"W 995.63 FT TH S00DG 10' 32"W 228.24 FT FOR POB TH S00DG 45' 05"W 563.51 FT TH 108.30 FT ALG ARC OF 510 FT RAD CURVE CONCAVE NWLY CHD S84DG 09' 42"W 108.09 FT TH N89DG 45' 18"W 291.65 FT TH N00DG 07' 00"E 50.06 FT TH 135.05 FT ALG ARC OF 570 FT RAD CURVE CON- CAVE SELY CHD N06DG 54' 16"E 134.74 FT TH N13DG 41' 31"E 273.27 FT TH S00DG 10' 51"W 110.55 FT TH S89DG 44' 44"E 184.91 FT TH N00DG 10' 51"E 235.88 FT TH S89DG 44' 44"E 140.30 FT TO POB, SOUTH 80 FT OF WEST 100 FT SUBJECT TO DRAINAGE &/OR UTILITY EASEMENT		
Parcel Number(s): 16-26-16-0000-00200-0020		

Future Land Use Category: <p style="text-align: center;">General Commercial</p>	Proposed Future Land Use Category: <p style="text-align: center;">Light Industrial</p>
Existing Use: <i>(Include # of residential unit and/or square footage of non-residential uses):</i>	Proposed Use: <i>(Include # of residential units and/ or square footage of non-residential uses):</i>

How is proposal consistent with the goals, objectives and policies of the Comprehensive Plan?

Please see response to criteria. Exact similar use exists to the West. A large buffered wetland area exists on the East. An intensive C2 use abuts on the north and the south is a parking lot across the street. So, the site is buffered and screened well, it is a compatible use with no negative impacts on neighbors and is an extremely low infrastructure use.

Submittal Information:

(Please address the following information on a separate sheet and attach to this application)

Florida Statutes (FS) Section 163.3177(1)(f) provides “All mandatory and optional elements of the comprehensive plan and plan amendments shall be based upon relevant and appropriate data and an analysis by the local government that may include, but not be limited to, surveys, studies, community goals and vision, and other data available at the time of adoption of the comprehensive plan or plan amendment. To be based on data means to react to it in an appropriate way and to the extent necessary indicated by the data available on that particular subject at the time of adoption of the plan or plan amendment at issue.” Data must be taken from professionally accepted sources.

A. Conformance to FS § 163.3177(6)(a)8. This Section provides that Future Land Use Map amendments shall be based upon an analysis of three factors. The three factors and conformance of the proposed FLUM amendment with each of the three factors is addressed below:

1. An analysis of the availability of facilities and services.
2. An analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.
3. An analysis of the minimum amount of land needed to achieve the goals and requirements of this section.

B. Conformance to FS § 163.3117(6)(a)9. This section provides the future land use element and any amendment to the future land use element shall discourage the proliferation of urban sprawl. It requires two different types of urban sprawl analysis: primary indicators and urban form factors.

1. Primary indicators. The 13 primary indicators that a plan or plan amendment does not discourage the proliferation of urban sprawl are listed below. An analysis of whether the proposed FLUM amendment discourages urban sprawl is addressed below.
 - a. Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.
 - b. Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

Transportation. Refer to the New Port Richey Comprehensive Plan for the adopted Level of Service Standards.

Refer to the Land Development Code for the **requirements of a Transportation Study**.

1. Determine the number of trips generated by the proposed project during the **PM PEAK** hour using the most recent edition of the ITE "Trip Generation" report with no adjustments for internal capture or passerby trips. **Include your calculation(s) here:** _____.
2. If the total number of trips is equal to or greater than 50 trips, then a transportation study shall be prepared. **please see included transportation report**. The report shall be signed and/or sealed by either a registered professional engineer or a member of the American Institute of Certified Planners.
 - a. If no study is required, the applicant is required to provide only the existing directional **PM PEAK** hour traffic volumes and level of service for the roadways link to which project driveways connect. This information shall include project traffic.
Provide this information here: _____.
 - b. The data shall be in conformance with Notes 3a and 3b of "Existing Conditions" contained in the Land Development Code.
3.
 - a. Existing directional **PM PEAK** hour traffic volumes and LOS on all existing collectors/arterials in study area. **Provide information here:** _____.
 - b. Existing turning movement volumes at the impacted intersection(s) and intersection LOS.

Process:

A pre-application meeting will be held with City Staff to ensure the application is complete. Applications must be submitted on Friday by 10:00 am. Once deemed complete, the application will be scheduled for review by the Development Review Committee (DRC). The DRC will review the application for compliance with codes and regulations. Changes may be suggested and additional reviews by the DRC may be necessary. Following the DRC, the case will be scheduled for review by the Land Development Review Board (LDRB) and City Council.

The hearing process to review this application is considered quasi-judicial and operates much like a court of law. The LDRB and City Council members act in a similar capacity as a judge and must govern themselves in accordance with the basics of due process in making decisions. Contact with any of these members about my application should be avoided. These members have been instructed to avoid all such conversations with applicants or people in opposition to or support of any Land Use Plan Amendment. Decisions will be made based on evidence and testimony that is presented at scheduled public hearings and not on information gathered outside of these hearings.

Attendance at meetings:

The applicant or applicant's representative needs to be present at all meetings including DRC, LDRB and/or City Council. Call Development Department Staff at 727-853-1039 to find out when this case will be scheduled for these meetings.

Submittal Information Authorization to visit the property:

Site visits to the property by City representatives are essential to process this application. The Owner/Applicant, as notarized below, hereby authorizes the City representatives to visit, photograph and post a notice on the property described in this application.

Authorization for owner's representative(s):

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

Signature of Current Property Owner(s): _____

PLEASE SEE INCLUDED

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 Todd Presman, the **owner or authorized representative**, certify that I 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. It is also acknowledged that the filing of this application does not constitute automatic approval of the request and, further, if the request is approved, I will obtain all necessary permits to comply with all applicable orders, codes, conditions, and rules and regulations pertaining to the use of the subject property. (Applications which are filed by corporations must bear the seal of the corporation over the signature of an officer authorized to act on behalf of the corporation.)

Signature of Owner or Authorized Representative: Todd Presman

Date: 9/15/23

Subscribed and sworn to before me this 15th day of September, 2023

who is personally known to me and/or produced _____ as identification.

STATE OF FLORIDA, COUNTY OF Pasco Pinellas

Notary Public: Ana Maria Schweitzer

My Commission Expires: Jan 22, 2026

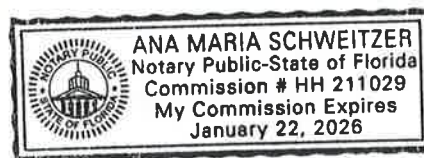


Table I: Estimated Sewage/Water Flows for Commercial Development:		
Type of Establishment		Gallons Per Day (GPD)
Airports		
	Per Passenger	5
	Add Per Employee (per 8 hour shift)	20
Barber and Beauty Shops		
	Per Chair	100
Bowling Alleys		
	Toilet Wastes Only per Lane	100
County Club		
	Per Resident	100
	Per Member	25
	Per Employee (per 8 hour shift)	20
Dentist Office		
	Per Wet Chair	200
	Per Non-Wet Chair	50
Doctor's Office		
	All Types	250
Factories - exclusive of industrial wastes (gallons per employee per 8 hour shift)		
	No Showers Provided	20
	Showers Provided	35
Food Service Operations		
	Ordinary Restaurant (per seat)	50
	24-hour Restaurant (per seat)	75
	Single Service Articles Only (per seat)	25
	Bar and Cocktail Lounge (per seat)	30
	Drive-In Restaurant (per car space)	50
	Carry-Out Only	
	Per 100 Square Feet of Floor Space	50
	Add Per Employee (per 8 hour shift)	20
Hotels and Motels		
	Regular (per room)	
	Result Hotels, Camps, Cottages (per person)	75
	Add For Self-Service Laundry Facilities (per machine)	400
Office Building		
	Per Employee, Per 8 Hour Shift	20
Service Station		
	Per Water Closet and Urinal	250
Shopping Center - Without Food or Laundry		
	Per Square Foot of Floor Space	.1
Stadium, Race Track, Ball Parks		
	Per Seat	5
Stores		
	Per Square Foot of Floor Space	.1
Swimming and Bathing Facilities - Public		
	Per Person	10
Theaters		
	Indoor, Auditoriums (per seat)	5
	Outdoor, Drive-Ins (per space)	10
Trailer or Mobile Home Park		
	Per Trailer Space	200
Travel Trailer or Recreational Vehicle Park		
	Overnight w/o water and sewer hook-up (per trailer space)	75
	Overnight with water and sewer hook-up (per trailer space)	100

Table II: Estimated Sewage/Water Flows for Institutional Development:		
Type of Establishment		Gallons Per Day (GPD)
Churches		
	Per Seat	3
Hospitals (does not include kitchen wastewater flows)		
	Per Bed	200
Nursing Homes/Rest Homes (does not include kitchen wastewater flow)		
	Per Bed	100
Parks - Public Picnic		
	With Toilets Only (per person)	5
	With Bathhouses, Showers and Toilets (per person)	10
Schools (per person)		
	Day-Type	15
	Add For Showers	5
	Add For Cafeteria	5
	Add For Day School Workers	15
	Boarding Type	75
Work or Construction Camps - Semi Permanent		
	Per Worker	50

PRESSMAN AND ASSOC., INC.

GOVERNMENTAL AND PUBLIC AFFAIRS

200 2ND AVENUE, SOUTH, #451, ST. PETERSBURG, FL 33701

FX. (888) 977-1179, CELL 727-804-1760, E-MAIL, TODD@PRESSMANINC.COM

LETTER OF AGENT AUTHORIZATION

To the City of New Port Richey, Florida:

Please accept this letter of authority to allow Todd Pressman, of Pressman and Associates, Inc., and Ron Leder to represent a Zoning, Future Land Use, Site Plan and Conditional Use applications and all other necessary related land use issues and applications, for the property located under Property Appraiser ID # 16-26-16-0000-00200-0020. I agree to be bound by all representations and agreements made by the designated representative.

Thank you.

Robert Byrnes
Robert Byrnes

Diana L. Byrnes
Diana L. Byrnes

State of: Georgia
County of: Fannin

Before me personally appeared Robert Byrnes, and Diana L. Byrnes
who, both being duly sworn, swears and affirms that
the above information is true to the best of his/her knowledge.

Signed and sworn before me this 08 day of August, 2023, a.d., who I personally
know or produced identification as Drivers License.

Mary C. White
Notary Public

MARY C WHITE
NOTARY PUBLIC
Fannin County
State of Georgia
My Comm. Expires Feb. 17, 2024



LAND DEVELOPMENT REVIEW BOARD - MINUTES
CITY OF NEW PORT RICHEY
NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA
January 18, 2024
2:00 PM

Vice-Chairman Dr. Cadle called the January 18, 2024 Land Development Review Board (LDRB) public meeting and hearing to order at 2:00 pm.

Dr. Cadle led the pledge of allegiance.

Dr. Cadle requested a roll call of members present be conducted and Lisa Algiere stated the following persons were in attendance constituting a quorum.

Members in Attendance

Dr. Donald Cadle
Louis Parrillo
Robert Smallwood

Beverly Barnett
Marilyn deChant

Staff in Attendance

Debbie Manns, City Manager
Lisa Algiere, Senior Planner
Matt Lewis, Interim Development Director
Brittney Love, Development Tech

Corrections were made to the minutes. The final vote for the variance side yard setback was 3-1 not 3-0. Mr. Smallwood made a motion to approve the corrected minutes. Mr. Parrillo seconded the motion. The motion was approved unanimously 5-0.

Case: LUA-23-10-0001– 6727 Trouble Creek Road – Future land use plan amendment from General Commercial to Light Industrial.

Lisa Algiere presented the staff report. She informed the board that the area surrounding the subject property is commercial and residential. She also stated that the proposed industrial land use is incompatible with the surrounding land uses and is inconsistent with the Comprehensive Plan. The Development Review Committee recommended denial of the request.

Mr. Todd Pressman represented the owners of the property. He informed the board that the proposed use is compatible in the immediate area and intensive uses currently exist on Voorhees Road.

Mr. Parrillo asked if spaces would be available for rent? He was informed that RV owners would rent the spaces.

Mr. Smallwood made a motion to recommend denial of the request. Mr. Parrillo seconded the motion. The motion was approved unanimously 5-0.

Case: REZ-23-10-0007 – 6727 Trouble Creek Road – Rezoning from C-2 to Light Industrial.

Lisa Algiere presented the staff report. She informed the board that the rezoning to Light Industrial must be consistent with a Future Land Use of Light Industrial. The current Land Use is General Commercial and the LDRB voted to recommend denial of a land use amendment to Light Industrial. She also informed the board that the surrounding land uses are commercial and residential and the surrounding zoning is commercial and residential. Rezoning the subject property to Light Industrial would create a spot zoning. The Development Review Committee recommended denial of the rezoning request.

Mr. Todd Pressman, representing the owners, informed the board that it is the same use as the property west of the subject property. He also informed the board that the C-2 zoning district allows some uses that are intensive and that there were no objections from the neighbors.

Mrs. Diana Byrnes, property owner, informed the board that she and her husband spent their life savings purchasing the property. They were hoping to generate additional income and would only allow newer RVs to rent the spaces.

Ms. Manns, City Manager, informed the board that this is spot zoning and would jeopardize future zoning cases.

Mr. Smallwood made a motion to recommend denial of the request. Mr. Parrillo seconded the motion. The motion was approved unanimously 5-0.

Case: CU-23-10-0002 – 6727 Trouble Creek Road – Conditional Use for outdoor storage of RV's and fleet vehicles.

Lisa Algiere presented the staff report. She informed the board that a Conditional Use for outdoor storage could only be granted in a Light Industrial zoning district. She informed the board that the use is incompatible with the surrounding areas and did not meet all criteria for a conditional use. She also noted that the proposed landscaping did not fully meet the city code. The Development Review Committee recommended denial of the request.

Mr. Todd Pressman, representing the owner, informed the board that there is a buffer of existing wooded area to the east. He also stated that the width of the ROW provides sufficient buffer.

Mr. Smallwood made a motion to recommend denial of the request. Mr. Parrillo seconded the motion. The motion was approved unanimously 5-0.

Case: REZ-23-10-0010 – 6450 Sea Forest Drive – (Sea Forest Manors) Rezoning to PDD for 62 single-family townhomes.

Lisa Algiere presented the staff report. She informed the board that the current PDD zoning allows a 124 bed Assisted Living Facility with an approved site plan. The current owners desire to construct townhomes and are requesting approval of a new site plan. Ms. Algiere informed the board that the request is consistent with the Comprehensive Plan. She also provided a list of development standards that will be required of the developer. The Development Review Board recommend approval of the request.

Amy Huber, representing the applicants, informed the board that the owners accept the staff report. She noted that the proposal is to develop 60 townhomes, which is 2 less than the maximum allowed of 62. She also informed the board that the request does meet all criteria of a rezoning as required in the city's Land Development Code. She also noted that the cluster development leaves open space which preserves natural resources.

Al Schaffer, owner, informed the board that 80% of the site will remain as open space. He also noted that the current plans for an ALF is three stories whereas the townhomes will be two stories. He also informed the board that golf cart parking spaces are provided for in the development.

Wayne Schweikart, engineer, informed the board that the average square footage of a townhome is 2,000 sf and the end units are 2,500 sf.

Faye Jackson Curry, resident, expressed concern about the location of the entrance and its proximity to the entrance of the development to the west.

Mr. Orchard, resident, expressed concern about wildlife, bringing in fill dirt and potential run-off.

Ms. Thiebes, resident, also expressed concern about run-off and preservation of wildlife. She provided photos.

Ms. deChant asked about allowing continued development in the area west of US Highway 19.

Ms. deChant made a motion to recommend denial of the request. The motion died due to a lack of a second.

Mr. Parrillo made a motion to recommend approval of the request. Mr. Smallwood seconded the motion. The motion was approved 4-1. Ms. deChant voted in the negative.

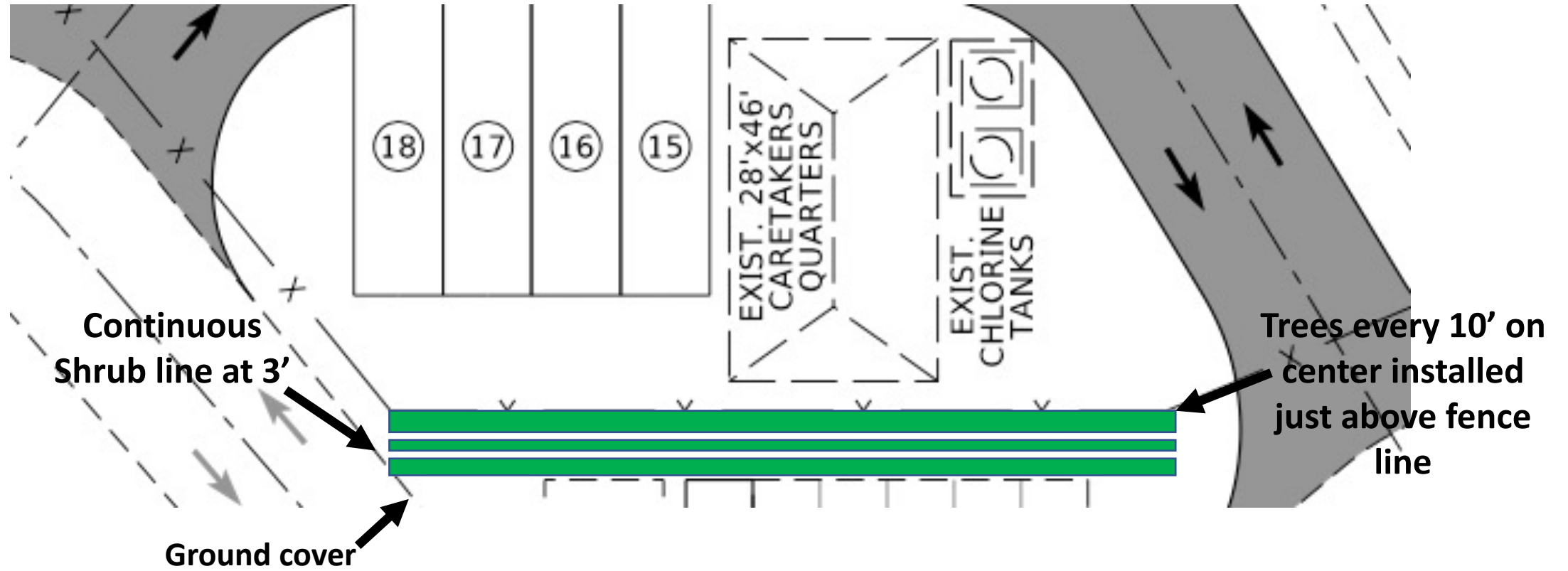
Other Business

Ms. Manns introduced Matt Lewis as the City's Interim Development Director.

Mr. Parrillo made a motion to adjourn. Mr. Smallwood seconded the motion. Motion was approved unanimously.

Meeting adjourned at 2:50 pm

Approved February 15, 2024



SITE DATA:

S/T/R: 18-28S-16E
PARCEL ID: 16-26-16-0000-00200-0020
6727 TROUBLE CREEK RD, NEW PORT RICHEY, FL 34653

PROPERTY ACREAGE: 163,788 SF (3.76 ACRES)

EXISTING ZONING: COMMERCIAL (C-2)
PROPOSED ZONING: LIGHT INDUSTRIAL
EXISTING USE: GENERAL COMMERCIAL
PROPOSED USE: INDUSTRIAL
FUTURE LAND USE: ???

NO. OF DWELLING UNITS: (1) EXIST, (1) PROP.
GROSS DENSITY (DU/GA): ???
FRONT YARD SETBACK: 25 FT
SIDE YARD SETBACK: 15 FT
REAR YARD SETBACK: 25 FT
BUFFERING: N/A

MAX. FLOOR AREA RATIO: ???
MAX. BUILDING HEIGHT: ???
MAX. BUILDING COVERAGE: 4,288 SF
MAX. IMPERVIOUS SURFACE: ???

NATURAL WATER BODY ACREAGE: N/A
MAN-MADE WATER BODY ACREAGE: N/A
ENVIRON. SENSITIVE AREA ACREAGE: N/A
FLOOD ZONE: "B" & "C"
ARCH./HISTORIC LANDMARKS ON SITE: N/A
CULTURAL RESOURCES: N/A

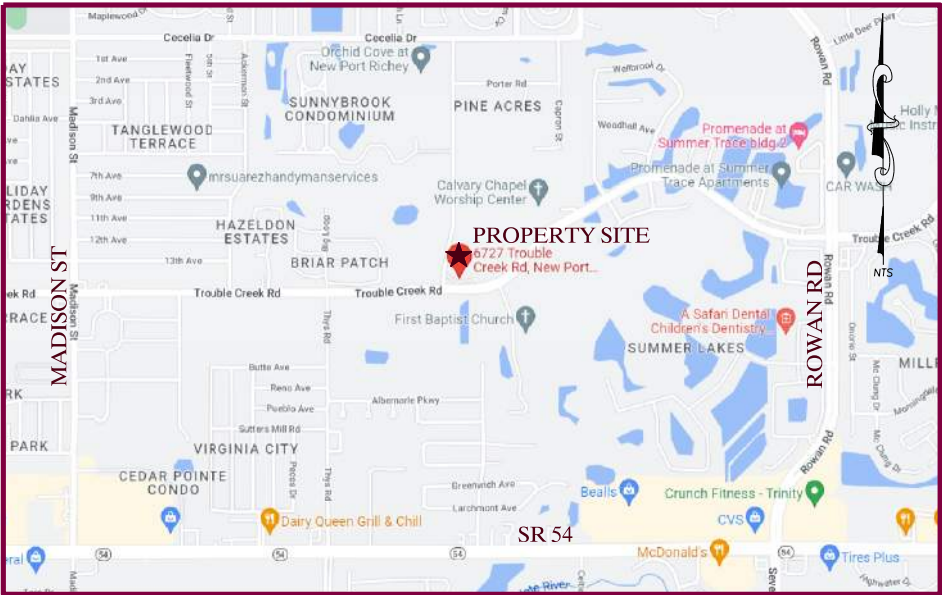
PARKING SPACES: 6 REQ'D, 6 PROVIDED
WATER & SEWER: PASCO COUNTY
SURVEY CONTROL: BENCHMARK DATUM: NAVD 1988

LEGAL DESCRIPTION:

COM AT NE COR OF SEC TH S00DG 09' 36"W 1736.16 FT
ALG EAST BDY OF NE1/4 TH N89DG 44' 31"W 995.63 FT
TH S00DG 10' 32"W 228.24 FT FOR POB TH S00DG 45'
05"W 563.51 FT TH 108.30 FT ALG ARC OF 510 FT RAD
CURVE CONCAVE NWLY CHD S84DG 09' 42"W 108.09 FT TH
N89DG 45' 18"W 291.65 FT TH N00DG 07' 00"E 50.06 FT
TH 135.05 FT ALG ARC OF 570 FT RAD CURVE CON- CAVE
SELY CHD N06DG 54' 16"E 134.74 FT TH N13DG 41' 31"E
273.27 FT TH S00DG 10' 51"W 110.55 FT TH S89DG 44'
44"E 184.91 FT TH N00DG 10' 51"E 235.88 FT TH S89DG
44' 44"E 140.30 FT TO POB; SOUTH 80 FT OF WEST 100
FT SUBJECT TO DRAINAGE &/OR UTILITY EASEMENT

REZONING MODIFICATION
FOR VEHICULAR
OUTDOOR STORAGE

6727 TROUBLE CREEK ROAD
NEW PORT RICHEY, FL 34653



LOCATION MAP

SHEET INDEX:

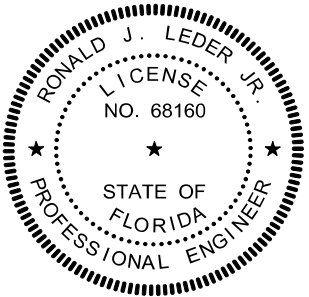
SHEET NO.	SHEET DESCRIPTION
DWG-1	COVER SHEET
DWG-2	AERIAL OVERVIEW
DWG-3	PROPERTY APPRAISER MAP
DWG-4	EXIST. SITE PLAN (10/5/2000)
DWG-5	EXIST. SITE PLAN (EXPANDED)
DWG-6	PROP. SITE PLAN IMPROVEMENTS

Owner/Applicant


ROBERT & DIANA BYRNES
6727 TROUBLE CREEK ROAD
NEW PORT RICHEY, FL 34653
PHONE: (727) 271-5504
office@riptidepressurewashing.com

Reviewing Agency

CITY OF NEW PORT RICHEY
PLANNING & DEVELOPMENT DEPT
CITY HALL, 5919 MAIN ST, 1ST FLR
NEW PORT RICHEY, FL 34652
PHONE: (727) 853-1044



Engineer



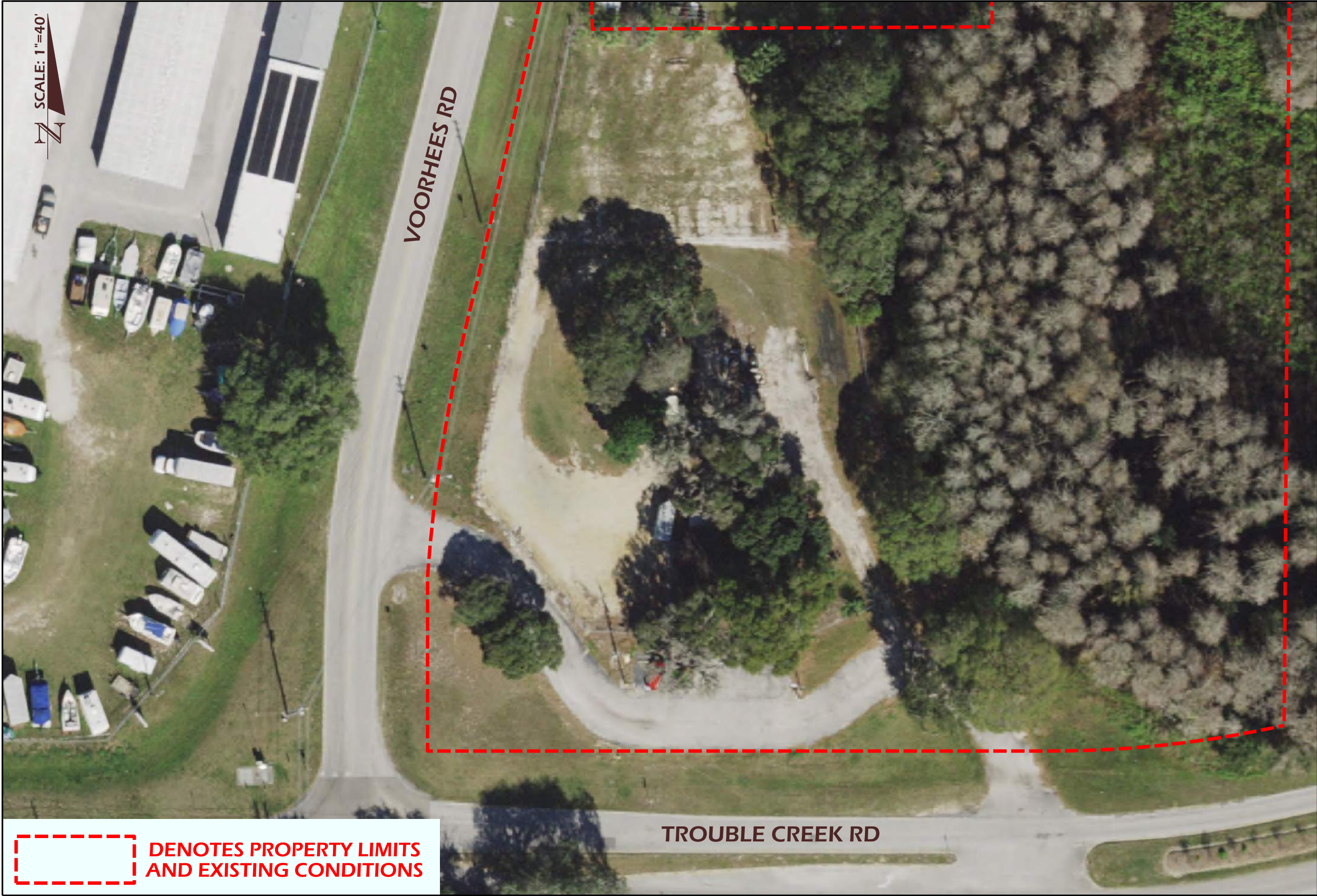
R J L Professional Associates

4316 FOXGLEN LN, TAMPA, FL 33624
P: 813-455-6787 E: RJLPALLC@GMAIL.COM

RONALD J. LEDER JR. PROFESSIONAL ENGINEER NO: 68160

DATE:	SEPT. 12, 2023	JOB NO.	N/A
Elevations based on North American Vertical Datum 1988 (NAVD 88) Conversion from NAVD 88 to NGVD 29 = +0.83 Feet			
DESIGNED BY:	RJL	DRAWN BY:	RJL
FILE:	COVER SHEET		DWG-1

DATE	REVISION DESCRIPTION	BY



SCALE: 1"=40'

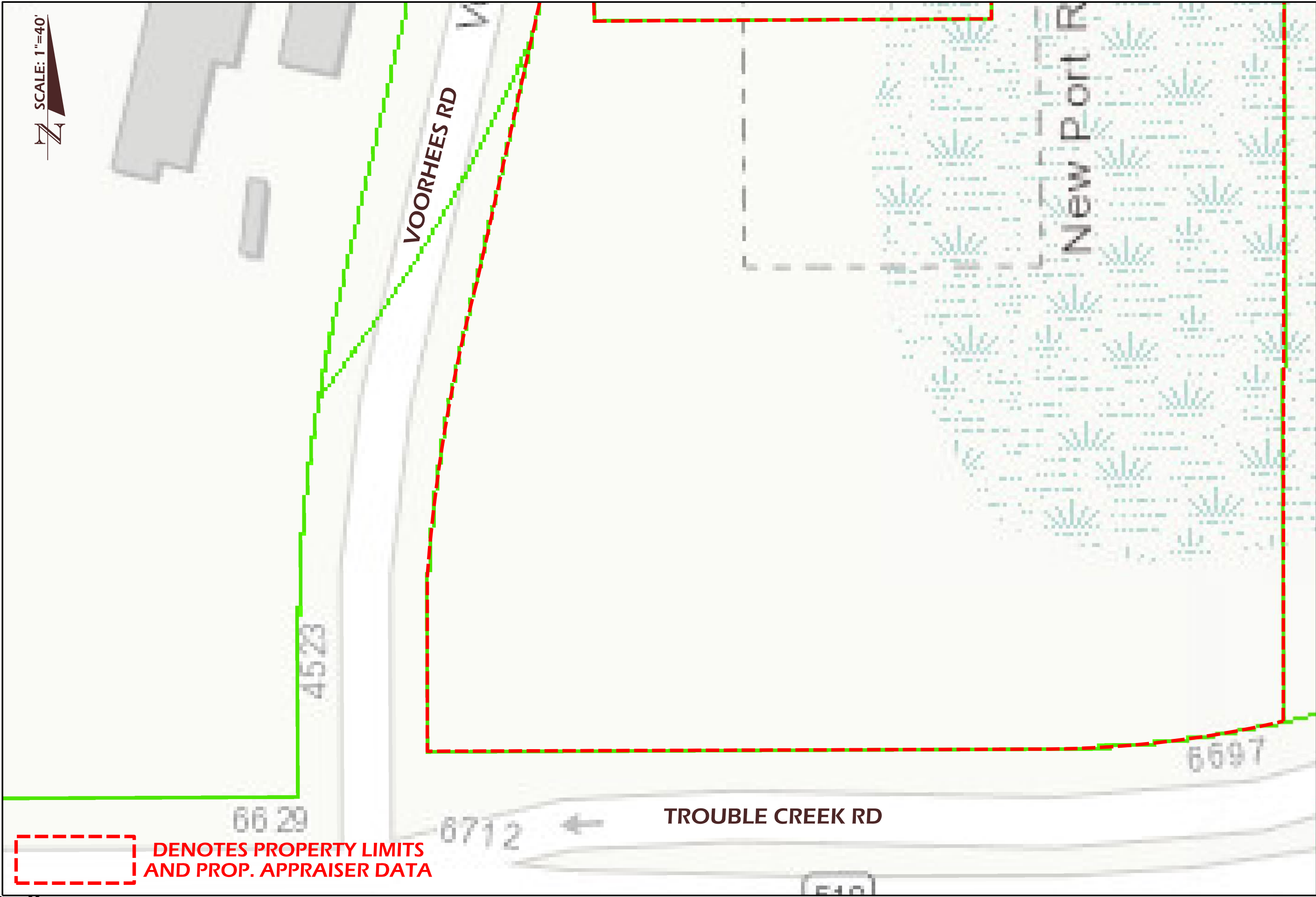
VOORHEES RD


TROUBLE CREEK RD



DENOTES PROPERTY LIMITS
AND EXISTING CONDITIONS

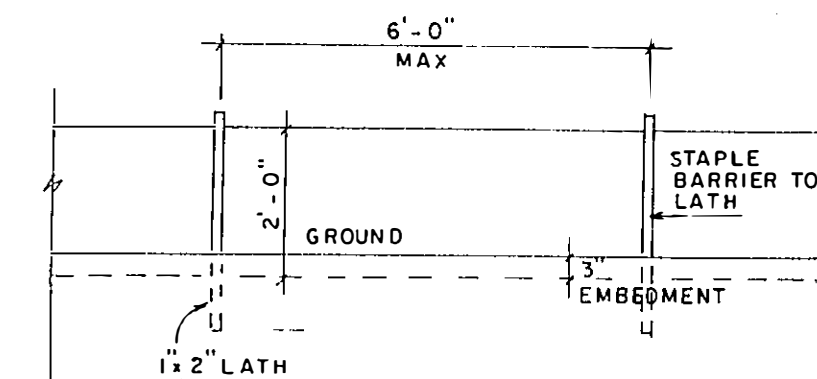
	ENGINEERING CONSULTANT:		REVIEWING AGENCY:		PROPERTY OWNER:		PROJECT:		DATE:	REVISION NO.:	
	RJL PROFESSIONAL ASSOCIATES, LLC 4316 FOXGLEN LN, TAMPA, FL 33624 PHONE: (813) 455-6787 EMAIL: rjlpalco@gmail.com RONALD J. LEDER, JR., P.E. #68160		CITY OF NEW PORT RICHEY PLANNING & DEVELOPMENT DEPT CITY HALL, 5919 MAIN ST, 1ST FLR NEW PORT RICHEY, FL 34652 PHONE: (727) 853-1044		ROBERT & DIANA BYRNES PHONE: (727) 271-5504 PROPERTY ADDRESS: 6727 TROUBLE CREEK ROAD NEW PORT RICHEY, FL 34653		REZONING MODIFICATION FOR VEHICULAR OUTDOOR STORAGE DRAWING TITLE: AERIAL OVERVIEW		9/12/2023		
										DRAWING NO:	
										DWG - 2	



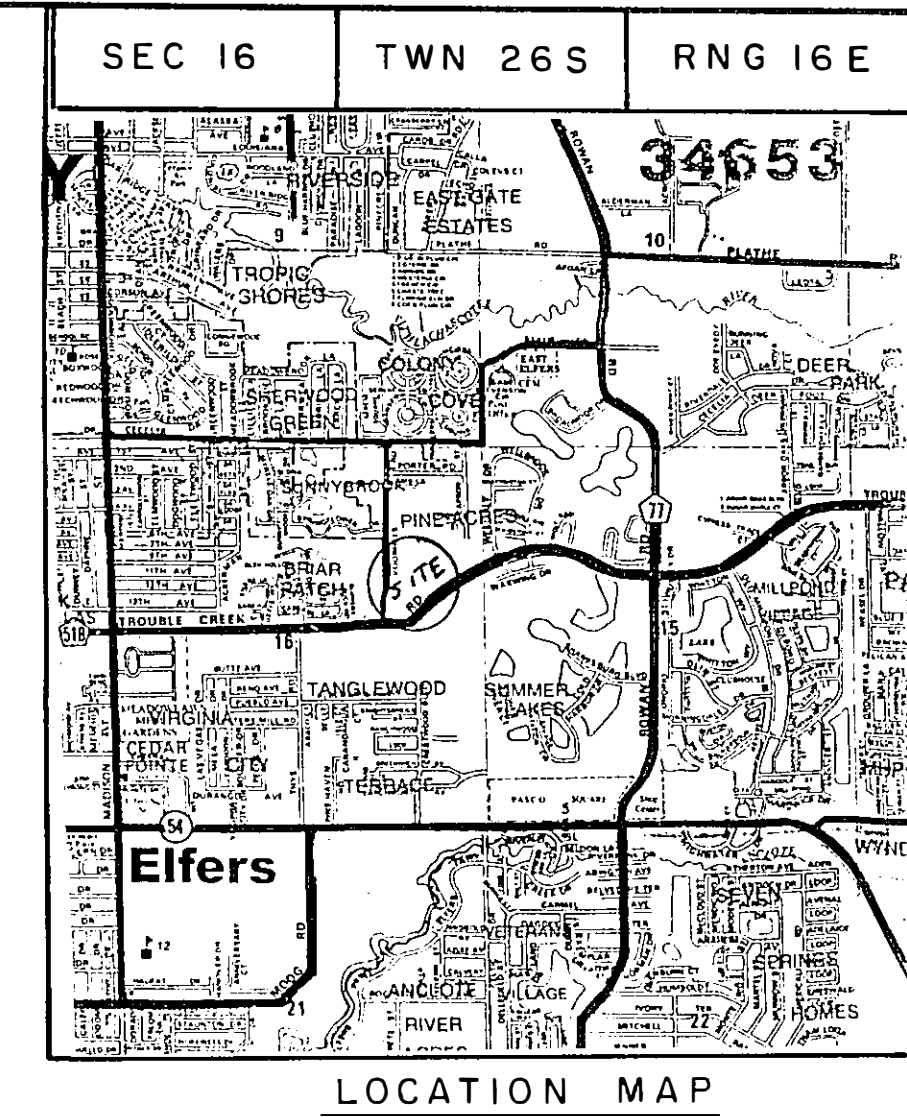
ENGINEERING CONSULTANT:		REVIEWING AGENCY:	PROPERTY OWNER:	PROJECT:	DATE:	REVISION NO.:
 RJL PROFESSIONAL ASSOCIATES, LLC 4316 FOXGLEN LN, TAMPA, FL 33624 PHONE: (813) 455 - 6787 EMAIL: rjlpallic@gmail.com RONALD J. LEADER, JR., P.E. #68160		CITY OF NEW PORT RICHEY PLANNING & DEVELOPMENT DEPT CITY HALL, 5919 MAIN ST, 1ST FLR NEW PORT RICHEY, FL 34652 PHONE: (727) 853-1044	ROBERT & DIANA BYRNES PHONE: (727) 271-5504	REZONING MODIFICATION FOR VEHICULAR OUTDOOR STORAGE	9/12/2023	
			PROPERTY ADDRESS:	DRAWING TITLE:	DRAWING NO:	
			6727 TROUBLE CREEK ROAD NEW PORT RICHEY, FL 34653	PROPERTY APPRAISER MAP	DWG - 3	

	<u>CURVE 1</u>	<u>CURVE 2</u>
RADIUS	510.00'	570.00'
ARC	108.30'	135.05'
CHORD	108.09'	134.75'
BEARING	S 84 09'42"W	S 00 10'51"W

INSTALL A SEDIMENT BARRIER
ALONG THE NORTH PROPERTY LINE
TO THE EXISTING RETENTION BASIN
AND ALONG THE EDGE OF THE BASIN
AS SHOWN ON THE PLAN. THE
BARRIER SHALL BE MAINTAINED
INTACT FROM THE START OF
CONSTRUCTION TO COMPLETION.
THE BARRIER SHALL BE INSPECTED
AFTER EACH STORM EVENT.



SEDIMENT BARRIER
3/8" - 1' - 0"



SEAL
1/17/01
Bussmann Construction
Services Inc.
5757 Colonial Drive
New Port Richey, Florida 34653
(813) 847-4882
Ray Bussmann
Ray & Bussmann
Florida P.E. 20185

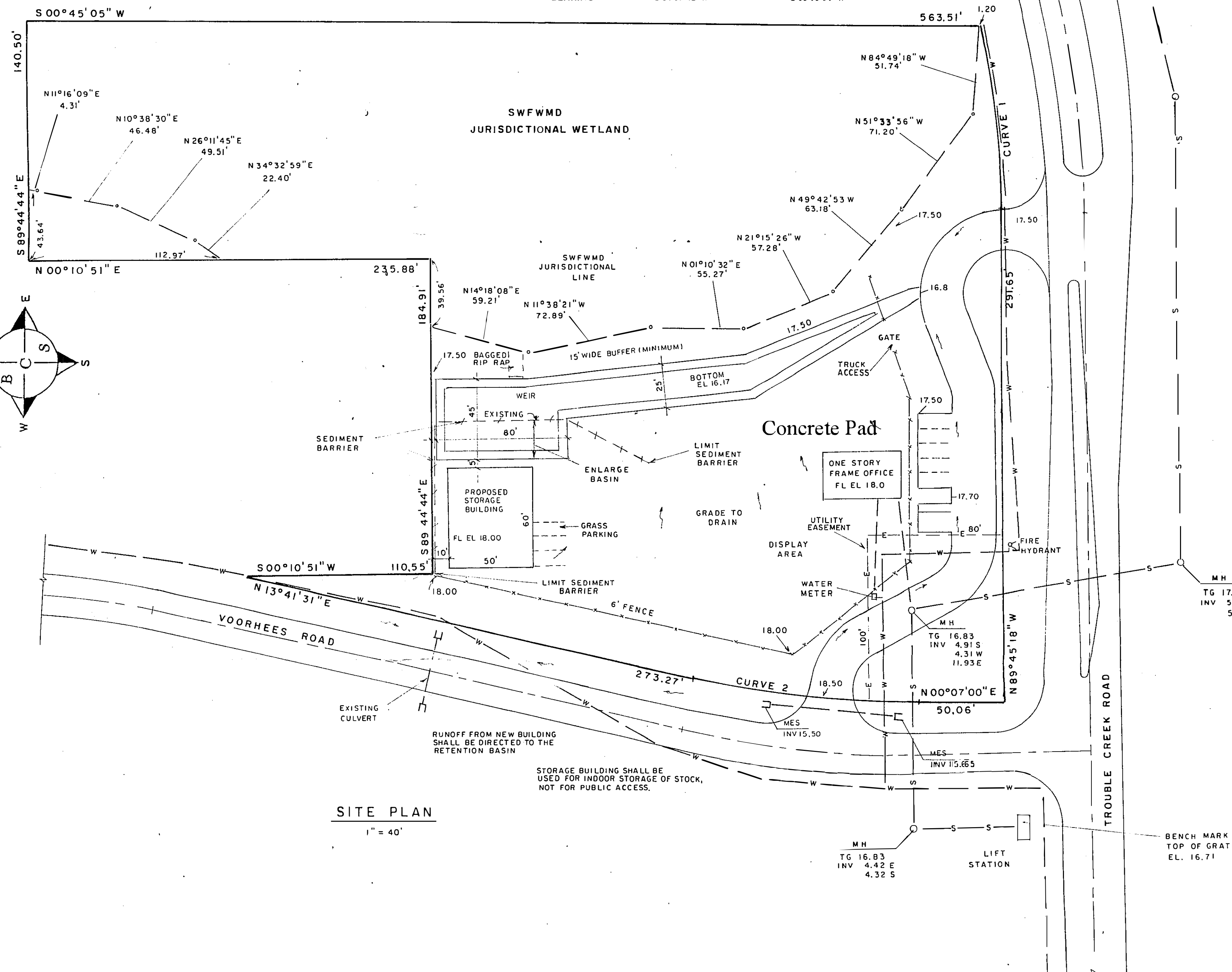
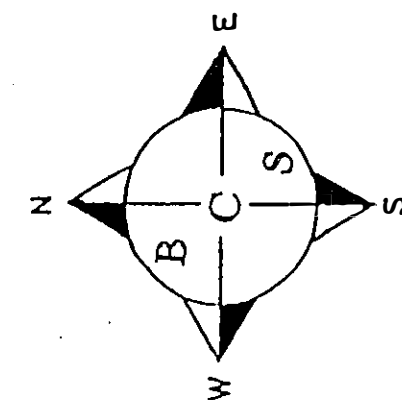
[illegible]

BACKYARD BIRDHOUSE SITE MODIFICATION

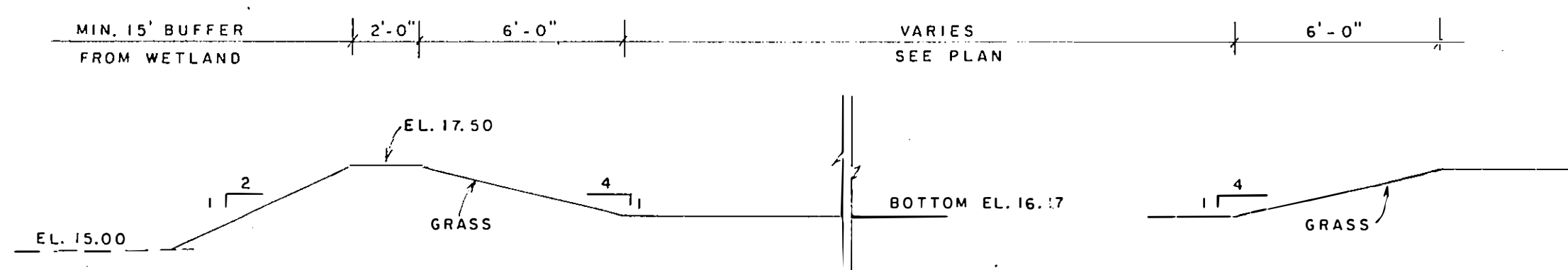
LARRY AND CAROLYN HAYS
19406 HIAWATHA DRIVE
ODESSA, FLORIDA 33556

Scale: AS SHOWN
Date: 10/5/00
Design: RGB
Drawn By: IAB
Checked By:

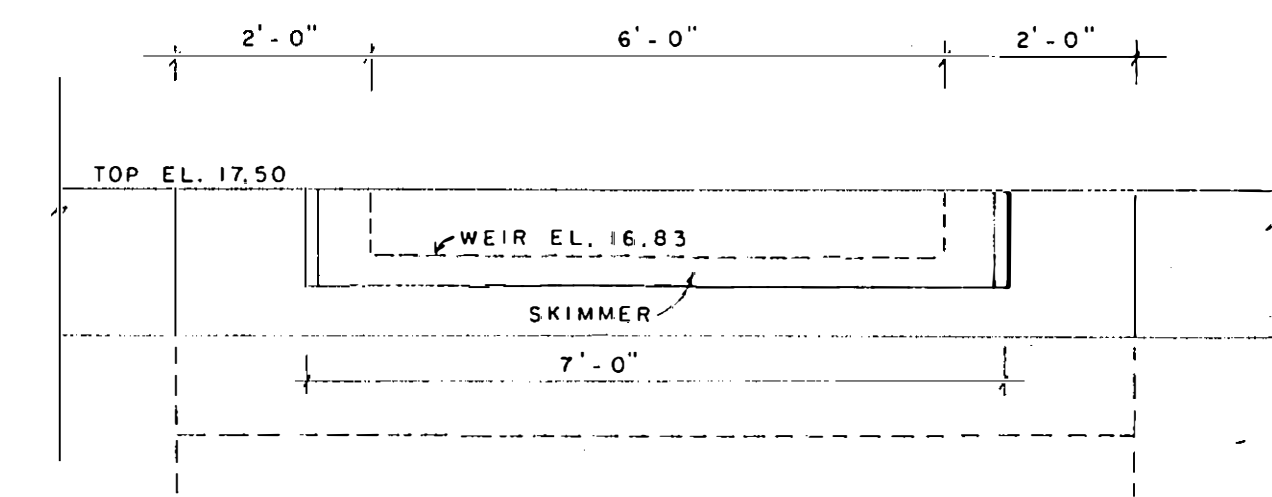
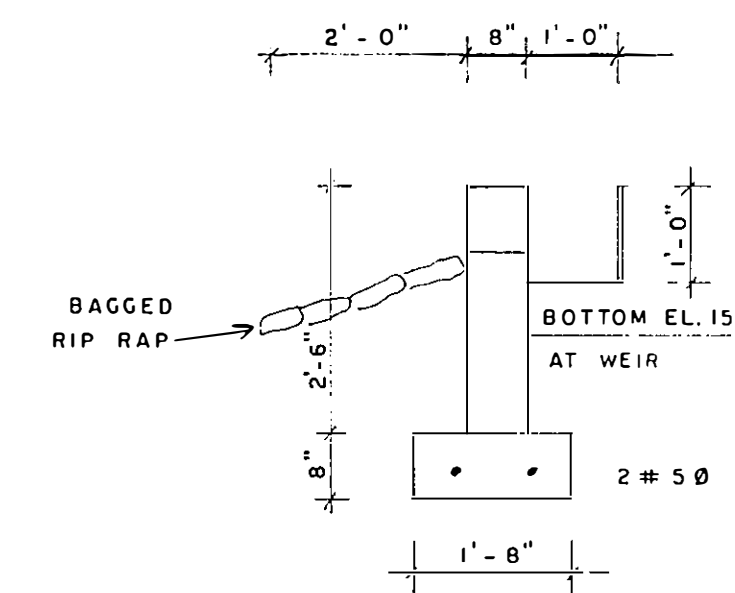
DWG-4



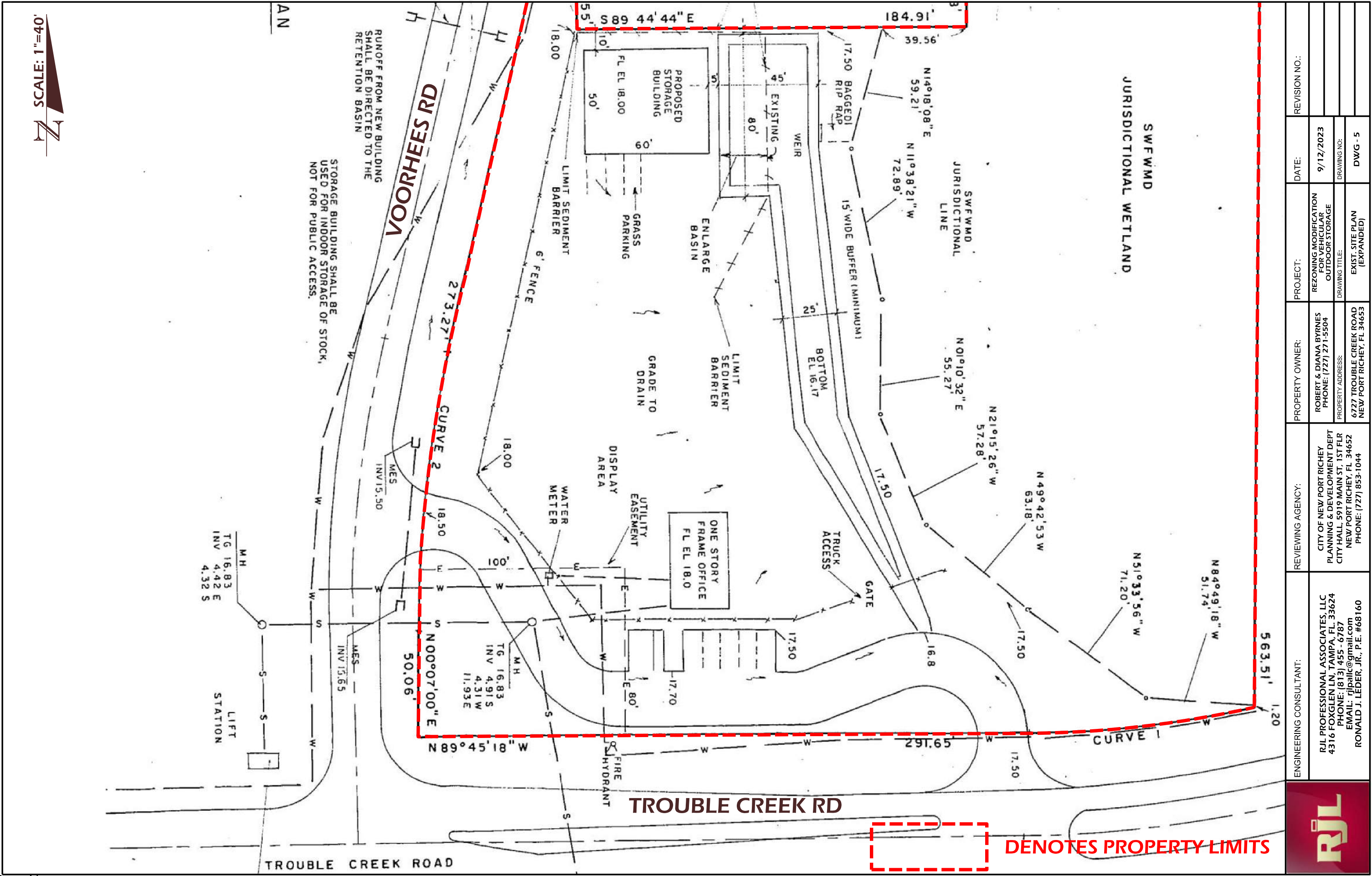
SITE PLAN
1" = 40'



RETENTION BASIN
1/4" = 1' - 0"



EXISTING OUTLET WEIR
1/2" = 1' - 0"



SCALE: 1"=40'

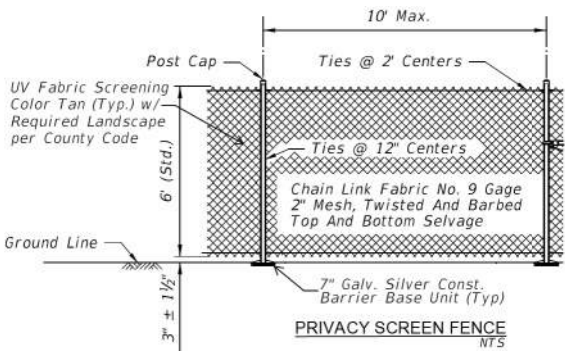
ENGINEERING CONSULTANT:	R/JL PROFESSIONAL ASSOCIATES, LLC 4316 FOXGLEN LN, TAMPA, FL 33624 PHONE: (813) 455-6787 EMAIL: rjpalic@gmail.com RONALD J. LEDER, JR., P.E. #68160	
	REVIEWING AGENCY:	
	CITY OF NEW PORT RICHEY PLANNING & DEVELOPMENT DEPT CITY HALL, 5919 MAIN ST, 1ST FLR NEW PORT RICHEY, FL 34652 PHONE: (727) 853-1044	
PROPERTY OWNER:		REVIEWING AGENCY:
ROBERT & DIANA BYRNES PHONE: (727) 271-5504 PROPERTY ADDRESS: 6727 TROUBLE CREEK ROAD NEW PORT RICHEY, FL 34653		CITY OF NEW PORT RICHEY PLANNING & DEVELOPMENT DEPT CITY HALL, 5919 MAIN ST, 1ST FLR NEW PORT RICHEY, FL 34652 PHONE: (727) 853-1044
PROJECT:		REVIEWING AGENCY:
REZONING MODIFICATION FOR VEHICULAR OUTDOOR STORAGE		CITY OF NEW PORT RICHEY PLANNING & DEVELOPMENT DEPT CITY HALL, 5919 MAIN ST, 1ST FLR NEW PORT RICHEY, FL 34652 PHONE: (727) 853-1044
DATE:		REVIEWING AGENCY:
9/12/2023		CITY OF NEW PORT RICHEY PLANNING & DEVELOPMENT DEPT CITY HALL, 5919 MAIN ST, 1ST FLR NEW PORT RICHEY, FL 34652 PHONE: (727) 853-1044
REVISION NO.:		REVIEWING AGENCY:
DWG - 5		CITY OF NEW PORT RICHEY PLANNING & DEVELOPMENT DEPT CITY HALL, 5919 MAIN ST, 1ST FLR NEW PORT RICHEY, FL 34652 PHONE: (727) 853-1044



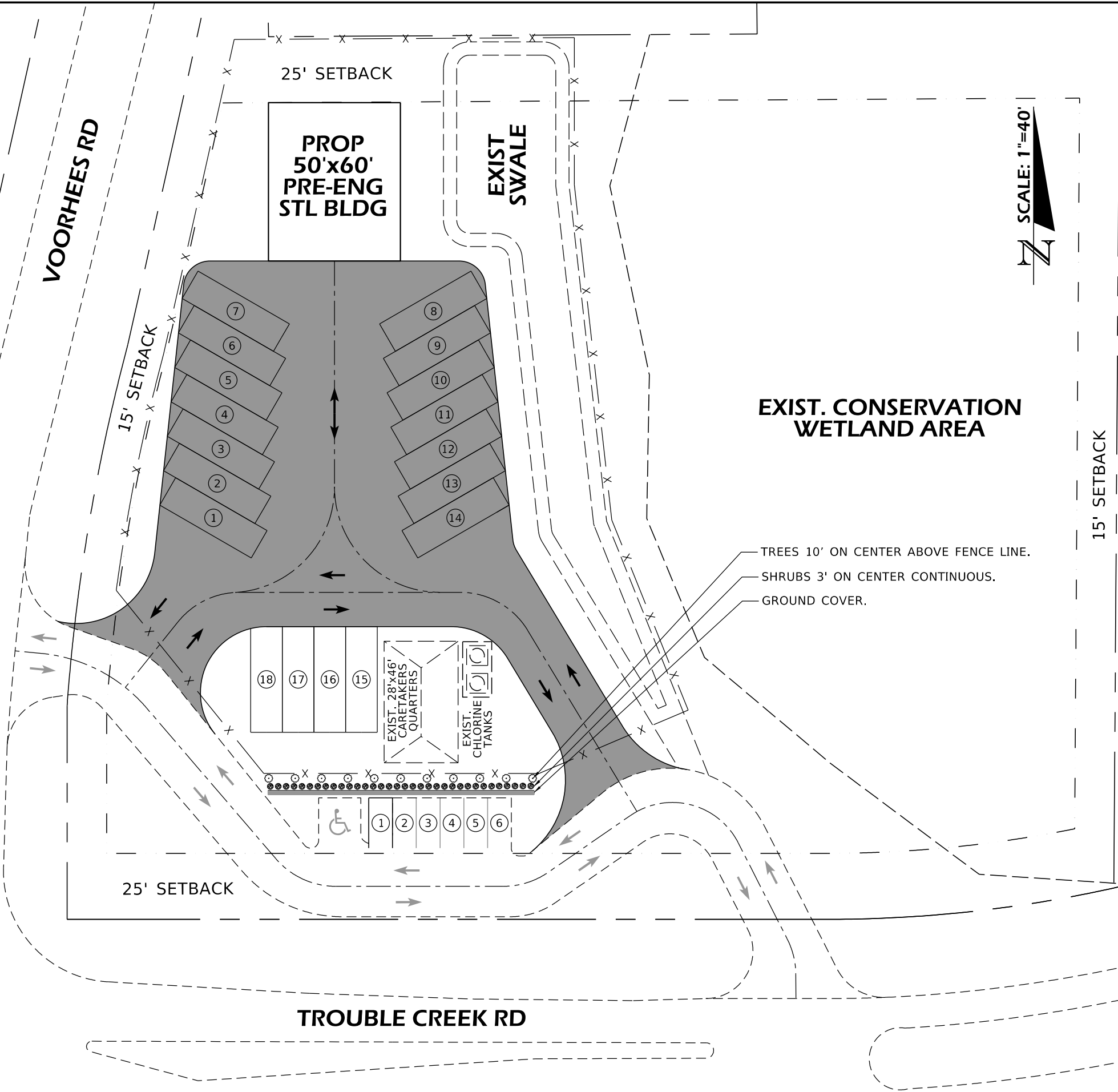
DENOTES PROPERTY LIMITS


LEGEND:

- EXIST. PROP. LINE
- x - EXIST. FENCE LINE
- - - EXIST. SETBACK LINE
- - - CL OF ACCESSWAY
- █ PROP. DEVELOPED AREA LIMITS
- ← EXIST. TRAFFIC FLOW DIRECTION
- ↔ PROP. TRAFFIC FLOW DIRECTION
- Ⓢ PROP. 12' x 40' PARKING STALL



EXIST PERIMETER SCREENED FENCE (SEE DETAIL ABOVE) NTS



	ENGINEERING CONSULTANT:	REVIEWING AGENCY:	PROPERTY OWNER:	PROJECT:	DATE:	REVISION NO.:
	R/L PROFESSIONAL ASSOCIATES, LLC 4316 FOXGLEN LN, TAMPA, FL 33624 PHONE: (813) 455 - 6787 EMAIL: rjlpalic@gmail.com RONALD J. LEDER, JR., P.E. #68160	CITY OF NEW PORT RICHEY PLANNING & DEVELOPMENT DEPT CITY HALL, 5919 MAIN ST, 1ST FLR NEW PORT RICHEY, FL 34652 PHONE: (727) 853-1044	ROBERT & DIANA BYRNES PHONE: (727) 271-5504	REZONING MODIFICATION FOR VEHICULAR OUTDOOR STORAGE	9/12/2023	
			PROPERTY ADDRESS:	DRAWING TITLE:	DRAWING NO:	
			6727 TROUBLE CREEK ROAD NEW/ PORT RICHEY, FL 34653	PROP. SITE PLAN IMPROVEMENTS	DWG/ - 6	





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, ICMA-CM, City Manager

DATE: 4/16/2024

RE: First Reading, Ordinance No. 2024-2289: Rezoning for 6727 Trouble Creek Rd.

REQUEST:

The request is for City Council to conduct a first reading of an ordinance to rezone 3.76 acres of property located at 6727 Trouble Creek Rd. from Commercial (C-2) and Multifamily (MF-30) to Light Industrial (LI).

DISCUSSION:

The subject property is located at the northeast corner of Trouble Creek Road and Voorhees Road. The western half of the property consists of an office building and open space. The eastern half is wetlands. The existing use is an office for a pressure washing business. Conditions for a zoning clearance of the business prohibited outdoor storage of vehicles and equipment.

Proposal:

The applicant is requesting to rezone from C-2 and MF-30 to Light Industrial which will allow outdoor storage of vehicles and equipment as a conditional use.

Allowed Uses in Light Industrial

If rezoning is approved any permitted use in the Light Industrial zoning district can locate on that property. Several of the permitted uses in Light Industrial would create a nuisance to the surrounding residential neighborhoods. The following uses are permitted in the Light Industrial zoning district:

1. Manufacturing;
2. Research and development;
3. Wholesaling/distributing;
4. Indoor storage and/or warehousing;
5. Indoor retail sales;
6. Restaurants to serve businesses located in and around the light industrial zoning district;
7. Accessory uses
8. Adult use establishments.
9. Telecommunications towers.
10. Urban agriculture.
11. Medical marijuana treatment center dispensing facility.
12. Beer gardens, tap rooms, brewpubs, nano-breweries, microbreweries and breweries.
13. All other uses as determined by the development review committee which further the intent of the adopted comprehensive plan.

Compatibility with Comprehensive Plan

The proposal is inconsistent with the following policies of the City's Comprehensive Plan.

FLU 1.2.4 Existing residential areas shall be protected from the encroachment of incompatible activities; likewise, other land use areas shall be protected from the encroachment of incompatible residential activities.

FLU 1.7.2 Industrial land uses shall be encouraged and protected where they will be compatible with surrounding land uses.

FLU 1.7.3 Supporting and complementary industries and ancillary commercial services should be located in proximity to each other to accomplish a linkage between industries and services.

Planning Review

Industrial uses are considered incompatible with residential areas. The use can be noisy, smelly and unattractive. Industrial areas are normally located at the fringe of a city away from residential and neighborhood commercial areas. Additionally, large trucks and heavy equipment are hauled to and from the site which would create additional nuisance.

If approved, the property will be the only one with a Light Industrial zoning in the immediate area, basically creating a spot zoning issue. The proposed use would create a nuisance of heavy vehicle traffic and noise to the surrounding neighborhoods. Additionally, any permitted use in the Light Industrial zoning district would be allowed if the property changed ownership.

RECOMMENDATION:

Based on the above analysis, the Development Review Committee (DRC) reviewed the request and found that a rezoning to Light Industrial is inconsistent with the City's Comprehensive Plan and Future Land Use Map and therefore **recommended denial** of the rezoning request to the LDRB, concurrently with the Land Use Amendment and Conditional Use applications.

The LDRB conducted a quasi-judicial review of this case at its January 18, 2024 meeting. The board reviewed the testimony and evidence and found that the request is inconsistent with the City's Comprehensive Plan and Future Land Use Map and **recommends denial** of the rezoning request to the City Council.

BUDGET/FISCAL IMPACT:

No funding is required for this item.

ATTACHMENTS:

Description	Type
❑ Ordinance No. 2024-2289: Rezoning for 6727 Trouble Creek Rd.	Ordinance
❑ Rezoning Application	Backup Material
❑ Authorized Agent	Backup Material
❑ Zoning and Future Use Map	Backup Material
❑ Landscape Plan	Backup Material
❑ LDRB Minutes - January 18, 2024	Backup Material

ORDINANCE NO. 2024-2289

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA PROVIDING FOR AMENDMENT OF THE LAND DEVELOPMENT CODE (LDC) ZONING DISTRICT MAP; PROVIDING FOR REZONING OF APPROXIMATELY 3.76 ACRES OF PROPERTY, GENERALLY LOCATED AT 6727 TROUBLE CREEK ROAD, AS SHOWN ON THE MAP ATTACHED HERETO AS EXHIBIT "A" AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AMENDMENT OF THE ZONING DISTRICT DESIGNATION FOR SAID PROPERTY FROM COMMERCIAL (C-2) TO LIGHT INDUSTRIAL (LI); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Florida Statutes Chapter 163 requires each county and each municipality to adopt or amend and enforce land development regulations that are consistent with and implement their adopted comprehensive plan;

WHEREAS, on June 29, 1989, the City Council adopted Ordinance No. 1203, which approved the City's Comprehensive Plan, which includes a 2030 Future Land Use Map;

WHEREAS, on November 19, 1991, the City Council adopted Ordinance No. 1268, which enacted the City's Land Development Code (LDC), which provides for a Zoning District Map;

WHEREAS, The LDC addresses the procedure for obtaining a change to the Zoning District Map;

WHEREAS, the owner, Robert and Diana L. Byrnes, filed with the Development Department, a Zoning District Map (ZDM) amendment application to change from Commercial (C-2) to Light Industrial (LI) the zoning designation of a 3.760. acre property located at 6727 Trouble Creek Road;

WHEREAS, the Owner has filed a Small-Scale Future Land Use Map amendment from General Commercial (GC) to Light Industrial (LI), to accompany this Zoning District Map amendment from to;

WHEREAS, the Development Department has reviewed the ZDM amendment application and concludes it is consistent with the application filing requirements in the LDC;

WHEREAS, the Development Review Committee (DRC) has reviewed the ZDM amendment application and has concluded it is not consistent with the LDC, and has recommended the Land Development Review Board (LDRB) forward a recommendation to the City Council that the ZDM amendment application be denied;

WHEREAS, the Development Department has prepared a staff report and reviewed the ZDM amendment application against the guidelines in the LDC, and concludes the ZDM amendment application is in conformance with those requirements and that the LDRB should forward a recommendation to the City Council that the Ordinance approving the ZDM amendment application be denied;

WHEREAS, at the duly noticed LDRB regular public hearing held on January 18, 2024, the LDRB sitting as the Local Planning Agency considered the Development Department staff report

and recommendation and all competent substantial evidence presented at the hearing, and forwarded the record to the City Council with a recommendation the Ordinance be denied;

WHEREAS, at a duly noticed City Council regular public hearing, the City Council on first reading considered the Development Department and LDRB staff reports and recommendations and all competent substantial evidence presented at the hearing, and approved the Ordinance;

WHEREAS, at a duly noticed City Council regular public hearing, the City Council on second reading considered the evidence presented at first reading and all competent substantial evidence presented at the hearing, and adopted the Ordinance;

WHEREAS, notice of this Ordinance and the hearings conducted hereunder has been provided in accordance with Florida law; and

WHEREAS, the City Council has conducted a quasi-judicial hearing, has received evidence pertaining to the rezoning, and has found that the rezoning of the property as provided herein is consistent with the adopted Comprehensive Plan Future Land Use Map designation for the property, is compatible with the use and zoning of the surrounding properties, is consistent with the adopted Comprehensive Plan and the Land Development Code of the City, meets all of the rezoning criteria of the Land Development Code, and is supported by competent substantial evidence.

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

Section 1. Ratification. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

Section 2. Rezoning approved. The Land Development Code Zoning District Map of the City of New Port Richey is hereby amended to amend the Zoning Designation for the property described herein from Commercial (C-2) to Light Industrial (LI), as shown in Exhibit "A" attached hereto.

Section 3. Property description. The property subject to this Zoning District Map amendment is located at 6727 Trouble Creek Road, and is legally described as follows:

COM AT NE COR OF SEC TH S00DG 09' 36"W 1736.16 FT ALG EAST BDY OF NE1/4 TH N89DG 44' 31"W 995.63 FT TH S00DG 10' 32"W 228.24 FT FOR POB TH S00DG 45' 05"W 563.51 FT TH 108.30 FT ALG ARC OF 510 FT RAD CURVE CONCAVE NWLY CHD S84DG 09' 42"W 108.09 FT TH N89DG 45' 18"W 291.65 FT TH N00DG 07' 00"E 50.06 FT TH 135.05 FT ALG ARC OF 570 FT RAD CURVE CON- CAVE SELY CHD N06DG 54' 16"E 134.74 FT TH N13DG 41' 31"E 273.27 FT TH S00DG 10' 51"W 110.55 FT TH S89DG 44' 44"E 184.91 FT TH N00DG 10' 51"E 235.88 FT TH S89DG 44' 44"E 140.30 FT TO POB; SOUTH 80 FT OF WEST 100 FT SUBJECT TO DRAINAGE &/OR UTILITY EASEMENT

Parcel ID: 16-26-16-0000-00200-0020

Section 4. 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 5. Conflicts. 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 6. Effective date. This Ordinance shall be effective upon its adoption as provided by law and upon the effective date of Ordinance 2024-2289 pertaining to the Land Use of the subject property.

The above and foregoing Ordinance was read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida, this 19th day of March, 2024.

The above and foregoing Ordinance was read and approved 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:

CITY OF NEW PORT RICHEY, FLORIDA

Judy Meyers, CMC, City Clerk

Alfred C. Davis, Mayor – Councilmember

(SEAL)

APPROVED AS TO LEGAL FORM AND CONTENT

Timothy P. Driscoll, City Attorney

EXHIBIT A





REZONING APPLICATION

City of New Port Richey
Planning and Development Department
City Hall, 5919 Main Street, 1st Floor
New Port Richey, FL 34652
Phone (727) 853-1044 * Fax (727) 853-1052

Case #: _____
☐ Send copy to Pasco County, if w/in 1 mile
☐ Send to Pasco Schools, if residential

DRC Date: _____
LDRB Date: _____
Date Received: _____

- ☒ Submit one original signed and notarized application
- ☒ Submit original signed and sealed survey
- ☒ Submit 1 digital version of application
- ☒ Submit application fees: \$850 for rezoning; \$2,500 for rezoning-PDD; \$1,250 for rezoning-PDD (Amendment)
(Checks made payable to the *City of New Port Richey*)

Property Owner and Representative Information:

Current Property Owner(s): Byrnes Robert and Diana L.		Phone: 727-804-1760
Owner Address: Please use agent		
Owner Email Address: agent		
Owner's Representative(s): Todd Pressman	Relationship to Owner: zoning consultant	
Representative Mailing Address: 200 2nd Ave., South, #451, St. Petersburg, FL 33701		
Representative Email Address: Todd@Pressmaninc.com	Phone: 727-804-1760	
Primary contact: <i>(This is the <u>one</u> person to whom the City will send all communication regarding this application)</i>		

Property Information:

Street Address: 6727 Trouble Creek Rd.		
General Location: Trouble Creek Rd. west of Rowan Road		
Size of Site:	Square Feet: 163,785.6 SF	Acres: 3.76 acres
Legal Description of Subject Property: (*An electronic copy of the legal description, in Word format, is required as part of this application submittal) COM AT NE COR OF SEC TH S00DG 09' 36"W 1736.16 FT ALG EAST BDY OF NE1/4 TH N89DG 44' 31"W 995.63 FT TH S00DG 10' 32"W 228.24 FT FOR POB TH S00DG 45' 05"W 563.51 FT TH 108.30 FT ALG ARC OF 510 FT RAD CURVE CONCAVE NWLY CHD S84DG 09' 42"W 108.09 FT TH N89DG 45' 18"W 291.65 FT TH N00DG 07' 00"E 50.06 FT TH 135.05 FT ALG ARC OF 570 FT RAD CURVE CON- CAVE SELY CHD N06DG 54' 16"E 134.74 FT TH N13DG 41' 31"E 273.27 FT TH S00DG 10' 51"W 110.55 FT TH S89DG 44' 44"E 184.91 FT TH N00DG 10' 51"E 235.88 FT TH S89DG 44' 44"E 140.30 FT TO POB; SOUTH 80 FT OF WEST 100 FT SUBJECT TO DRAINAGE &/OR UTILITY EASEMENT		
Parcel Number(s): 16-26-16-0000-00200-0020		

Zoning District: C2	Proposed Zoning District: Light Industrial
Future Land Use Category: CG	Proposed Future Land Use Category: Industrial
Existing Use: <i>(Include # of residential unit and/ or square footage of non-residential uses):</i> Chlorine storage	Proposed Use: <i>(Include # of residential units and/ or square footage of non-residential uses):</i>

How is proposal consistent with the goals, objectives and policies of the Comprehensive Plan?
Please see response to criteria. Exact similar use exists to the West. A large buffered wetland area exists on the East. An intensive C2 use abuts on the north and the south is a parking lot across the street. So, the site is buffered and screened well, it is a compatible use with no negative impacts on neighbors and is an extremely low infrastructure use.

Submittal Information:

(Please address the following information on a separate sheet and attach to this application)

Guidelines for Granting a Rezoning. LDC § 5.01.11.

The development department, development review committee, and land development review board shall consider all of the following guidelines when making a recommendation to the city council on a rezoning application, and the city council shall consider all these guidelines in determining whether to adopt an ordinance granting such rezoning:

1. Whether the proposed zoning district is one (1) of the zoning districts intended to implement or be consistent with the future land use map designation of the property;
2. If more than one (1) zoning district implements or is consistent with the future land use map designation of the property, whether the proposed zoning district is the most suitable zoning district;
3. Whether there are substantial reasons why the property cannot be used in accordance with its present zoning district, or the existing zoning district is otherwise unsuitable;
4. Whether the proposed zoning district is consistent with the character of the existing land use pattern;
5. Whether the proposed zoning district abuts a property with a zoning district similar in intensity to the proposed zoning district, or serves as a suitable transition zoning district between two (2) or more different abutting zoning districts;
6. Whether there are substantial changed or changing conditions in the character of the area where the property is located so that the proposed zoning district is now suitable;
7. Whether based upon the property's size, shape, or characteristics the proposed zoning district is out-of-scale with the surrounding area;
8. Whether the proposed zoning district is premature, based upon the existing conditions in the surrounding area;
9. Whether there is a substantial public need or purpose for the proposed zoning district consistent with the public health, safety and general welfare;
10. Any other factors that may be relevant to the rezoning, such as its location within an enclave, recent annexation into the city, or to conserve the value of buildings and natural resources;
11. The totality of the circumstances; and
12. Any competent substantial evidence presented at the public hearings.

Consistency with Concurrency: The following calculations shall be used to **determine the projected demand** of the proposed project on the applicable public facility/service. The calculations are listed by facility/service type. (*Please fill in blanks.*)

<p><u>POTABLE WATER</u> - Adopted level of service (LOS) = 152 gal/day/capita (nonresidential uses are included in the adopted LOS).</p> <p><u>Residential:</u></p> <p><u>Single-family:</u> 152 gal × 2.12 persons/household × _____ units = _____ gal/day/capita (demand)</p> <p><u>Multi-family:</u> 152 gal × 1.90 persons/household × _____ units = _____ gal/day/capita (demand)</p> <p><u>Commercial:</u> See <u>Table I</u> below from the Land Development Code for estimated water/sewage flows.</p>	<p><u>WASTEWATER</u> - Adopted level of service (LOS) = 114 gal/day/capita (nonresidential uses are included in the adopted LOS).</p> <p><u>Residential:</u></p> <p><u>Single-family:</u> 114 gal × 2.12 persons/household × _____ units = _____ gal/day/capita (demand)</p> <p><u>Multi-family:</u> 114 gal × 1.90 persons/household × _____ units = _____ gal/day/capita (demand)</p> <p><u>Commercial:</u> See <u>Table I</u> below from the Land Development Code for estimated water/sewage flows.</p>
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PLEASE SEE INCLUDED REPORT

<p><u>SOLID WASTE</u> - Adopted level of service (LOS) = 6.3 lbs/day/capita (nonresidential uses are included in the adopted LOS).</p> <p><u>Residential:</u></p> <p><u>Single-family:</u> 6.3 lbs × 2.12 persons/household × _____ units = _____ lbs/day/capita (demand)</p> <p><u>Multi-family:</u> 6.3 lbs × 1.90 persons/household × _____ units = _____ lbs/day/capita (demand)</p> <p><u>Commercial:</u> See <u>Table I</u> below from the Land Development Code for estimated water/sewage flows.</p>	<p><u>RECREATION/OPEN SPACE</u> - Refer to the New Port Richey Comprehensive Plan for adopted level of service standards.</p> <p><u>Single-family:</u> _____ units × 2.12 persons/household = _____ (population projection)</p> <p><u>Multi-family:</u> _____ units × 1.90 persons/household = _____ (population projection)</p> <p>Sites over five acres in area and zoned MF-30 District shall provide five percent of the total net acreage of the development for recreational purposes. Refer to Section 7.06.07 of the Land Development Code.</p>
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<p><u>Stormwater Management.</u> Refer to the Stormwater Management and Erosion Control Policy and Procedures Manual for standards necessary to comply: LOS = 25-year, 24-hour storm event.</p>
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Transportation. Refer to the New Port Richey Comprehensive Plan for the adopted Level of Service Standards.

Refer to the Land Development Code for the **requirements of a Transportation Study.**

1. Determine the number of trips generated by the proposed project during the **PM PEAK** hour using the most recent edition of the ITE "Trip Generation" report with no adjustments for internal capture or passerby trips. **Include your calculation(s) here:** _____.
2. If the total number of trips is equal to or greater than 50 trips, then a transportation study shall be prepared. The report shall be signed and/or sealed by either a registered professional engineer or a member of the American Institute of Certified Planners.
 - a. If no study is required, the applicant is required to provide only the existing directional **PM PEAK** hour

please see included report

traffic volumes and level of service for the roadways link to which project driveways connect. This information shall include project traffic. **Provide this information here:** _____.
 - b. The data shall be in conformance with Notes 3a and 3b of "Existing Conditions" contained in the Land Development Code.
3.
 - a. Existing directional **PM PEAK** hour traffic volumes and LOS on all existing collectors/arterials in study area. **Provide information here:** _____.
 - b. Existing turning movement volumes at the impacted intersection(s) and intersection LOS.

Process:

A pre-application meeting will be held with City Staff to ensure the application is complete. Applications must be submitted on Friday by 10:00 am. Once deemed complete, the application will be scheduled for review by the Development Review Committee (DRC). The DRC will review the application for compliance with codes and regulations. Changes may be suggested and additional reviews by the DRC may be necessary. Following the DRC, the case will be scheduled for review by the Land Development Review Board (LDRB) and City Council.

The hearing process to review this application is considered quasi-judicial and operates much like a court of law. The LDRB and City Council members act in a similar capacity as a judge and must govern themselves in accordance with the basics of due process in making decisions. Contact with any of these members about my application should be avoided. These members have been instructed to avoid all such conversations with applicants or people in opposition to or support of any Land Use Plan Amendment. Decisions will be made based on evidence and testimony that is presented at scheduled public hearings and not on information gathered outside of these hearings.

Attendance at meetings:

The applicant or applicant's representative needs to be present at all meetings including DRC, LDRB and/or City Council. Call Development Department Staff at 727-853-1039 to find out when this case will be scheduled for these meetings.

Submittal Information Authorization to visit the property:

Site visits to the property by City representatives are essential to process this application. The Owner/Applicant, as notarized below, hereby authorizes the City representatives to visit, photograph and post a notice on the property described in this application.

Authorization for owner's representative(s):

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

Signature of Current Property Owner(s): _____

Date: _____ please see included authorization

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 Todd Peggman, the owner or authorized representative, certify that I 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. It is also acknowledged that the filing of this application does not constitute automatic approval of the request and, further, if the request is approved, I will obtain all necessary permits to comply with all applicable orders, codes, conditions, and rules and regulations pertaining to the use of the subject property. (Applications which are filed by corporations must bear the seal of the corporation over the signature of an officer authorized to act on behalf of the corporation.)

Signature of Owner or Authorized Representative: [Signature]

Date: 9/15/23

Subscribed and sworn to before me this 15th day of September, 2023

who is personally known to me and/or produced _____ as identification.

STATE OF FLORIDA, COUNTY OF Pasco

Notary Public: Ana Maria Schweitzer

My Commission Expires: Jan 22, 2026

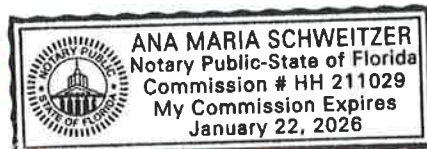


Table I: Estimated Sewage/Water Flows for Commercial Development:		
Type of Establishment		Gallons Per Day (GPD)
Airports		
	Per Passenger	5
	Add Per Employee (per 8 hour shift)	20
Barber and Beauty Shops		
	Per Chair	100
Bowling Alleys		
	Toilet Wastes Only per Lane	100
County Club		
	Per Resident	100
	Per Member	25
	Per Employee (per 8 hour shift)	20
Dentist Office		
	Per Wet Chair	200
	Per Non-Wet Chair	50
Doctor's Office		
	All Types	250
Factories - exclusive of industrial wastes (gallons per employee per 8 hour shift)		
	No Showers Provided	20
	Showers Provided	35
Food Service Operations		
	Ordinary Restaurant (per seat)	50
	24-hour Restaurant (per seat)	75
	Single Service Articles Only (per seat)	25
	Bar and Cocktail Lounge (per seat)	30
	Drive-In Restaurant (per car space)	50
	Carry-Out Only	
	Per 100 Square Feet of Floor Space	50
	Add Per Employee (per 8 hour shift)	20
Hotels and Motels		
	Regular (per room)	
	Result Hotels, Camps, Cottages (per person)	75
	Add For Self-Service Laundry Facilities (per machine)	400
Office Building		
	Per Employee, Per 8 Hour Shift	20
Service Station		
	Per Water Closet and Urinal	250
Shopping Center - Without Food or Laundry		
	Per Square Foot of Floor Space	.1
Stadium, Race Track, Ball Parks		
	Per Seat	5
Stores		
	Per Square Foot of Floor Space	.1
Swimming and Bathing Facilities - Public		
	Per Person	10
Theaters		
	Indoor, Auditoriums (per seat)	5
	Outdoor, Drive-Ins (per space)	10
Trailer or Mobile Home Park		
	Per Trailer Space	200
Travel Trailer or Recreational Vehicle Park		
	Overnight w/o water and sewer hook-up (per trailer space)	75
	Overnight with water and sewer hook-up (per trailer space)	100

Table II: Estimated Sewage/Water Flows for Institutional Development:		
Type of Establishment		Gallons Per Day (GPD)
Churches		
	Per Seat	3
Hospitals (does not include kitchen wastewater flows)		
	Per Bed	200
Nursing Homes/Rest Homes (does not include kitchen wastewater flow)		
	Per Bed	100
Parks - Public Picnic		
	With Toilets Only (per person)	5
	With Bathhouses, Showers and Toilets (per person)	10
Schools (per person)		
	Day-Type	15
	Add For Showers	5
	Add For Cafeteria	5
	Add For Day School Workers	15
	Boarding Type	75
Work or Construction Camps - Semi Permanent		
	Per Worker	50

PRESSMAN AND ASSOC., INC.

GOVERNMENTAL AND PUBLIC AFFAIRS

200 2ND AVENUE, SOUTH, #451, ST. PETERSBURG, FL 33701

FX. (888) 977-1179, CELL 727-804-1760, E-MAIL, TODD@PRESSMANINC.COM

LETTER OF AGENT AUTHORIZATION

To the City of New Port Richey, Florida:

Please accept this letter of authority to allow Todd Pressman, of Pressman and Associates, Inc., and Ron Leder to represent a Zoning, Future Land Use, Site Plan and Conditional Use applications and all other necessary related land use issues and applications, for the property located under Property Appraiser ID # 16-26-16-0000-00200-0020. I agree to be bound by all representations and agreements made by the designated representative.

Thank you.

Robert Byrnes
Robert Byrnes

Diana L. Byrnes
Diana L. Byrnes

State of: Georgia
County of: Fannin

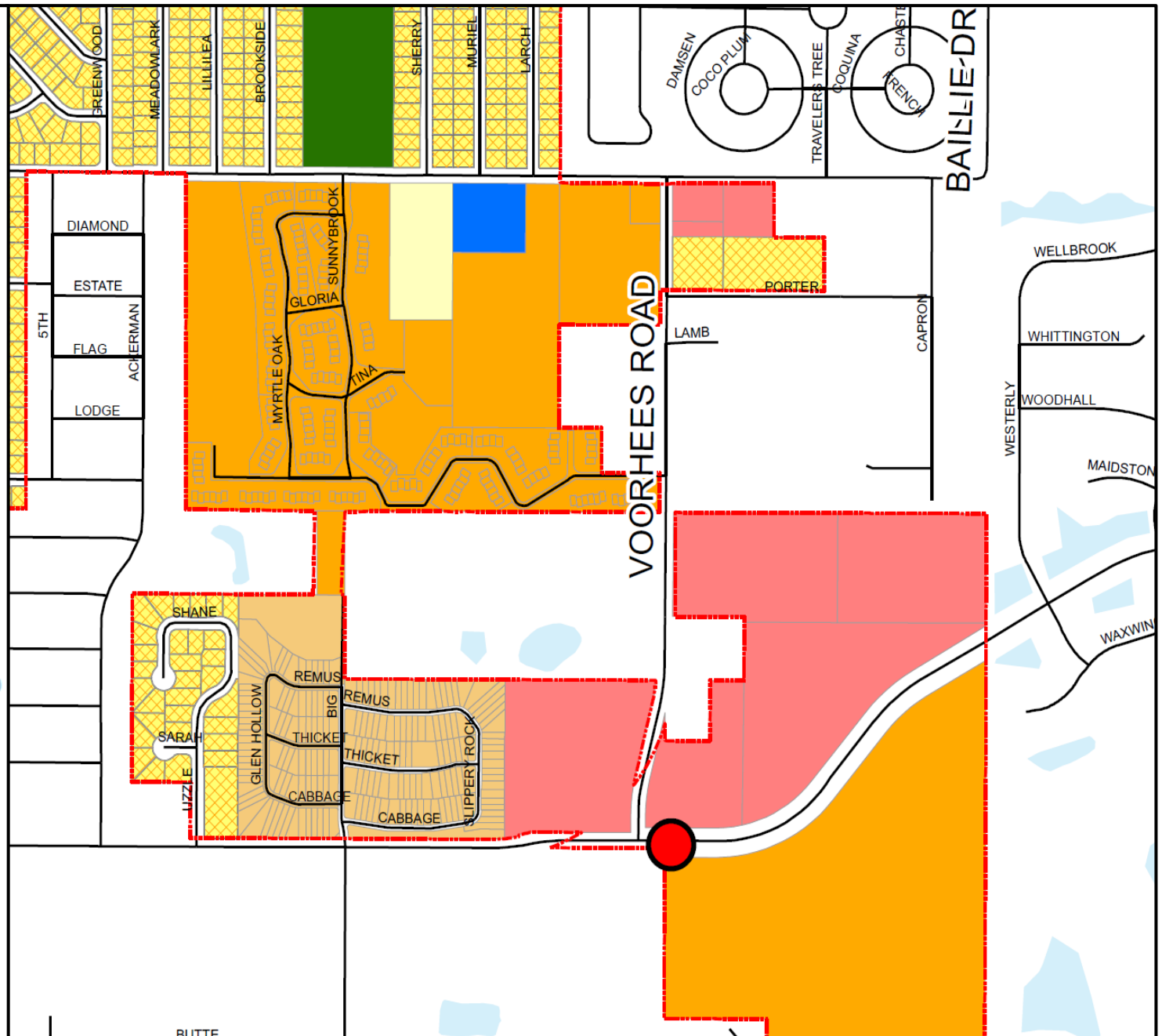
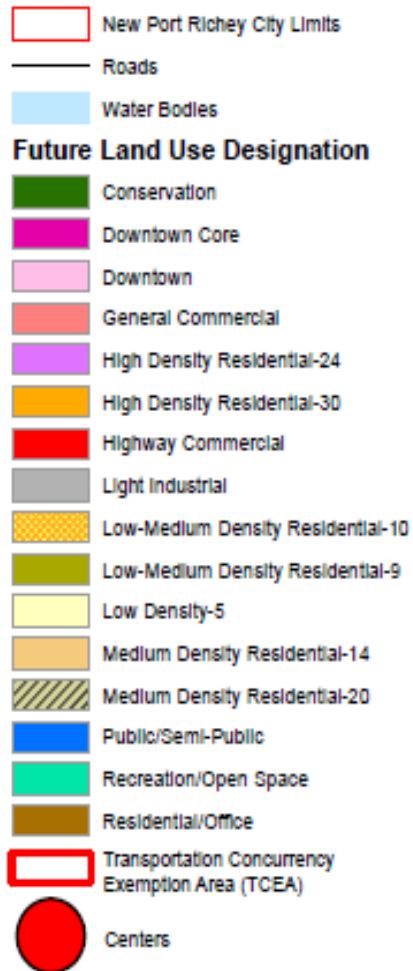
Before me personally appeared Robert Byrnes, and Diana L. Byrnes
who, both being duly sworn, swears and affirms that
the above information is true to the best of his/her knowledge.

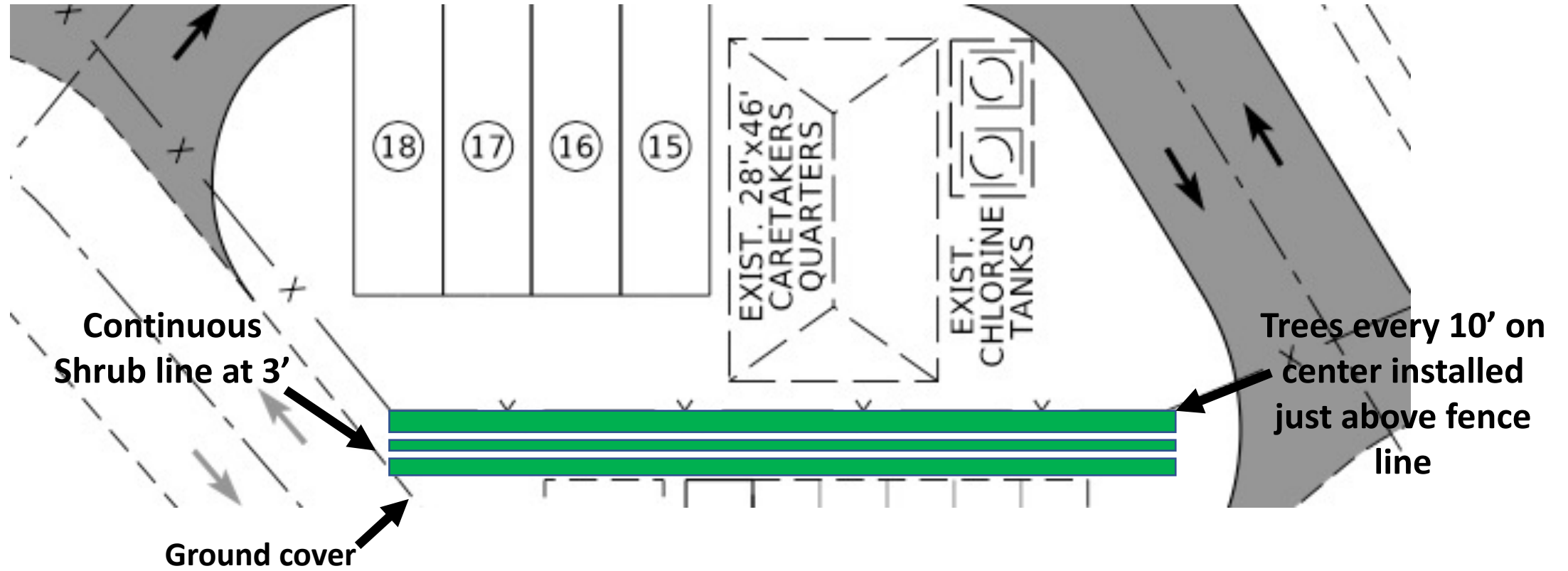
Signed and sworn before me this 08 day of August, 2023, a.d., who I personally
know or produced identification as Drivers License.

Mary C. White
Notary Public

MARY C WHITE
NOTARY PUBLIC
Fannin County
State of Georgia
My Comm. Expires Feb. 17, 2024

City of New Port Richey Future Land Use Map 2030







LAND DEVELOPMENT REVIEW BOARD - MINUTES
CITY OF NEW PORT RICHEY
NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA
January 18, 2024
2:00 PM

Vice-Chairman Dr. Cadle called the January 18, 2024 Land Development Review Board (LDRB) public meeting and hearing to order at 2:00 pm.

Dr. Cadle led the pledge of allegiance.

Dr. Cadle requested a roll call of members present be conducted and Lisa Algiere stated the following persons were in attendance constituting a quorum.

Members in Attendance

Dr. Donald Cadle
Louis Parrillo
Robert Smallwood

Beverly Barnett
Marilyn deChant

Staff in Attendance

Debbie Manns, City Manager
Lisa Algiere, Senior Planner
Matt Lewis, Interim Development Director
Brittney Love, Development Tech

Corrections were made to the minutes. The final vote for the variance side yard setback was 3-1 not 3-0. Mr. Smallwood made a motion to approve the corrected minutes. Mr. Parrillo seconded the motion. The motion was approved unanimously 5-0.

Case: LUA-23-10-0001– 6727 Trouble Creek Road – Future land use plan amendment from General Commercial to Light Industrial.

Lisa Algiere presented the staff report. She informed the board that the area surrounding the subject property is commercial and residential. She also stated that the proposed industrial land use is incompatible with the surrounding land uses and is inconsistent with the Comprehensive Plan. The Development Review Committee recommended denial of the request.

Mr. Todd Pressman represented the owners of the property. He informed the board that the proposed use is compatible in the immediate area and intensive uses currently exist on Voorhees Road.

Mr. Parrillo asked if spaces would be available for rent? He was informed that RV owners would rent the spaces.

Mr. Smallwood made a motion to recommend denial of the request. Mr. Parrillo seconded the motion. The motion was approved unanimously 5-0.

Case: REZ-23-10-0007 – 6727 Trouble Creek Road – Rezoning from C-2 to Light Industrial.

Lisa Algiere presented the staff report. She informed the board that the rezoning to Light Industrial must be consistent with a Future Land Use of Light Industrial. The current Land Use is General Commercial and the LDRB voted to recommend denial of a land use amendment to Light Industrial. She also informed the board that the surrounding land uses are commercial and residential and the surrounding zoning is commercial and residential. Rezoning the subject property to Light Industrial would create a spot zoning. The Development Review Committee recommended denial of the rezoning request.

Mr. Todd Pressman, representing the owners, informed the board that it is the same use as the property west of the subject property. He also informed the board that the C-2 zoning district allows some uses that are intensive and that there were no objections from the neighbors.

Mrs. Diana Byrnes, property owner, informed the board that she and her husband spent their life savings purchasing the property. They were hoping to generate additional income and would only allow newer RVs to rent the spaces.

Ms. Manns, City Manager, informed the board that this is spot zoning and would jeopardize future zoning cases.

Mr. Smallwood made a motion to recommend denial of the request. Mr. Parrillo seconded the motion. The motion was approved unanimously 5-0.

Case: CU-23-10-0002 – 6727 Trouble Creek Road – Conditional Use for outdoor storage of RV's and fleet vehicles.

Lisa Algiere presented the staff report. She informed the board that a Conditional Use for outdoor storage could only be granted in a Light Industrial zoning district. She informed the board that the use is incompatible with the surrounding areas and did not meet all criteria for a conditional use. She also noted that the proposed landscaping did not fully meet the city code. The Development Review Committee recommended denial of the request.

Mr. Todd Pressman, representing the owner, informed the board that there is a buffer of existing wooded area to the east. He also stated that the width of the ROW provides sufficient buffer.

Mr. Smallwood made a motion to recommend denial of the request. Mr. Parrillo seconded the motion. The motion was approved unanimously 5-0.

Case: REZ-23-10-0010 – 6450 Sea Forest Drive – (Sea Forest Manors) Rezoning to PDD for 62 single-family townhomes.

Lisa Algiere presented the staff report. She informed the board that the current PDD zoning allows a 124 bed Assisted Living Facility with an approved site plan. The current owners desire to construct townhomes and are requesting approval of a new site plan. Ms. Algiere informed the board that the request is consistent with the Comprehensive Plan. She also provided a list of development standards that will be required of the developer. The Development Review Board recommend approval of the request.

Amy Huber, representing the applicants, informed the board that the owners accept the staff report. She noted that the proposal is to develop 60 townhomes, which is 2 less than the maximum allowed of 62. She also informed the board that the request does meet all criteria of a rezoning as required in the city's Land Development Code. She also noted that the cluster development leaves open space which preserves natural resources.

Al Schaffer, owner, informed the board that 80% of the site will remain as open space. He also noted that the current plans for an ALF is three stories whereas the townhomes will be two stories. He also informed the board that golf cart parking spaces are provided for in the development.

Wayne Schweikart, engineer, informed the board that the average square footage of a townhome is 2,000 sf and the end units are 2,500 sf.

Faye Jackson Curry, resident, expressed concern about the location of the entrance and its proximity to the entrance of the development to the west.

Mr. Orchard, resident, expressed concern about wildlife, bringing in fill dirt and potential run-off.

Ms. Thiebes, resident, also expressed concern about run-off and preservation of wildlife. She provided photos.

Ms. deChant asked about allowing continued development in the area west of US Highway 19.

Ms. deChant made a motion to recommend denial of the request. The motion died due to a lack of a second.

Mr. Parrillo made a motion to recommend approval of the request. Mr. Smallwood seconded the motion. The motion was approved 4-1. Ms. deChant voted in the negative.

Other Business

Ms. Manns introduced Matt Lewis as the City's Interim Development Director.

Mr. Parrillo made a motion to adjourn. Mr. Smallwood seconded the motion. Motion was approved unanimously.

Meeting adjourned at 2:50 pm

Approved February 15, 2024



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, ICMA-CM, City Manager

DATE: 4/16/2024

RE: First Reading, Ordinance No. 2024-2290: Conditional Use for 6727 Trouble Creek Rd.

REQUEST:

The request is for City Council to conduct a first reading of an ordinance regarding a conditional use application to allow for outdoor storage of RV vehicles for the property located at 6727 Trouble Creek Rd.

DISCUSSION:

The subject property is located at the northeast corner of Trouble Creek Road and Voorhees Road. The western half of the property consists of an office building and open space. The eastern half is wetlands. The existing use is an office for a pressure washing business. Conditions for a zoning clearance of the business prohibited outdoor storage of vehicles and equipment.

Proposal:

The applicant is requesting a conditional use to allow for the outdoor storage of RVs. A Land Use amendment to Light Industrial and a Rezoning to Light Industrial have been requested. A conditional use for outdoor storage is only permitted in a Light Industrial zoning district.

Criteria for Adoption of a Conditional Use:

The following guidelines from Section 5.02.10 of the Land Development Code must be addressed when considering a special exception/conditional use:

- 1) That the special exception/conditional use is specifically permitted in the zoning district: Outdoor storage within the Light Industrial zoning district may be considered upon conditional use application. It is not permitted in the C-2 zoning district.
- 2) That the granting of any exception, will not adversely affect the public health safety, or welfare of the community: The use of this site for outdoor storage would negatively impact the surrounding residential neighborhoods.
- 3) The granting of a special exception/conditional use is consistent with the intent of the zoning district: The Light Industrial District provides for conditional uses including outdoor storage. The special exception/conditional use review is intended to review each specific request and determine compatibility and assign conditions as necessary or appropriate.
- 4) The requirements of the district in which the use is to be located shall be complied with: The site if rezoned to Light Industrial can accommodate the outdoor storage use as required within the Light Industrial District.
- 5) Excessive traffic will not be generated on residential streets: This proposal may create additional RV and heavy equipment traffic on Voorhees Road and Trouble Creek Road.
- 6) The proposed use will not adversely affect the residential character of existing neighborhoods: The character of the area is a mix of commercial, church and residential uses. The outdoor storage of RVs would not be aesthetically pleasing and would negatively impact that area.
- 7) A vehicular parking or traffic problem is not created: A traffic problem of heavy equipment and RVs will create a nuisance in the surrounding residential neighborhoods.

Planning Review

The proposed use of storing RVs and equipment on site will create a nuisance to the surrounding neighborhoods. The site will be unaesthetic and traffic of heavy vehicles will invade the privacy and quality of life for surrounding residences.

RECOMMENDATION:

Based on the above analysis, the Development Review Committee (DRC) reviewed the request and found that a conditional use is inconsistent with the City's Comprehensive Plan will create a nuisance to the surrounding neighborhoods and therefore **recommended denial** of the rezoning request to the LDRB, concurrently with the Land Use Amendment and Rezoning Use applications.

The LDRB held a quasi-judicial review of this case at its January 18, 2024 meeting. The board heard testimony and reviewed evidence. The board found that the conditional use would create a nuisance to the surrounding neighborhoods and forwards a recommendation of denial to the City Council.

BUDGET/FISCAL IMPACT:

No funding is required for this item.

ATTACHMENTS:

Description	Type
▣ Ordinance No. 2024-2290: Conditional Use for 6727 Trouble Creek Rd.	Ordinance
▣ Conditional Use Application - 6727 Trouble Creek Rd.	Backup Material
▣ 6727 Trouble Creek Rd Zoning & FLU Map	Backup Material
▣ LDRB Minutes - January 18, 2024	Backup Material
▣ Landscape Plan	Backup Material
▣ Site Plan	Backup Material

ORDINANCE NO. 2024-2290

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA PROVIDING FOR APPROVAL OF A CONDITIONAL USE FOR OUTDOOR STORAGE OF RECREATIONAL VEHICLES IN THE LIGHT INDUSTRIAL ZONING DISTRICT FOR THE PROPERTY LOCATED AT 6727 TROUBLE CREEK ROAD, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR ANY NECESSARY CONDITIONS ON SAID USE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the city of New Port Richey received an application from Robert and Diana L. Byrnes. for a conditional use, in the Light Industrial Zoning District for Outdoor Storage of Recreational Vehicles, located at 6727 Trouble Creek Road;

WHEREAS, the location of the property for the conditional use is 6727 Trouble Creek Road, New Port Richey, Florida, and more particularly described as follows:

COM AT NE COR OF SEC TH S00DG 09' 36"W 1736.16 FT ALG EAST BDY OF NE1/4 TH N89DG 44' 31"W 995.63 FT TH S00DG 10' 32"W 228.24 FT FOR POB TH S00DG 45' 05"W 563.51 FT TH 108.30 FT ALG ARC OF 510 FT RAD CURVE CONCAVE NWLY CHD S84DG 09' 42"W 108.09 FT TH N89DG 45' 18"W 291.65 FT TH N00DG 07' 00"E 50.06 FT TH 135.05 FT ALG ARC OF 570 FT RAD CURVE CON- CAVE SELY CHD N06DG 54' 16"E 134.74 FT TH N13DG 41' 31"E 273.27 FT TH S00DG 10' 51"W 110.55 FT TH S89DG 44' 44"E 184.91 FT TH N00DG 10' 51"E 235.88 FT TH S89DG 44' 44"E 140.30 FT TO POB; SOUTH 80 FT OF WEST 100 FT SUBJECT TO DRAINAGE &/OR UTILITY EASEMENT

Parcel ID: 16-26-16-0000-00200-0020

WHEREAS, Section 7.12.02 of the City's Land Development Code provides that Outdoor Storage may be allowed in the Light Industrial Zoning District as a conditional use with City Council approval;

WHEREAS, as required by Section 3.11.02 of the City's Land Development Code, the City's Development Review Committee reviewed the proposed conditional use and forwarded a recommendation to the Land Development Review Board a denial of the request;

WHEREAS, the LDRB held a public hearing on January 18, 2024 and heard and considered all written comments, objections and affidavits in favor of and in opposition to the proposed conditional use and forwarded a recommendation to the City Council a denial of the request;

WHEREAS, notice of this ordinance has been provided as required by law;

WHEREAS, the City Council having heard and considered all written comments, objections and affidavits in favor of and in opposition to the proposed conditional use;

WHEREAS, the City Council hereby finds that approving this conditional use will not adversely affect the public interest, that it is consistent with the purpose and intent of the Land Development Code and the Comprehensive Plan of the City of New Port Richey;

WHEREAS, the City Council hereby finds that the subject use would be compatible with the district's character and that the proposed use is compatible with other uses allowable by right in the district;

WHEREAS, the City Council has found this ordinance to be in the best interest of the health, safety and welfare of the citizens of the City;

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

SECTION I. The above applicant is hereby approved for a conditional use development order in the Light Industrial Zoning District for the following use at the above-described property:
RV Outdoor Storage

SECTION II. This Ordinance shall become effective as provided by law.

The above and foregoing Ordinance was read and approved on first reading at a duly convened meeting of the City council of the City of New Port Richey, Florida, this ____ day of ____, 2024.

The above and foregoing Ordinance was read and approved 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:

CITY OF NEW PORT RICHEY, FLORIDA

Judy Meyers, CMC, City Clerk

Alfred E. Davis, Mayor – Councilmember

APPROVED AS TO LEGAL FORM AND CONTENT

Timothy P. Driscoll, City Attorney



CONDITIONAL USE APPLICATION

City of New Port Richey
Planning and Development Department
City Hall, 5919 Main Street, 1st Floor
New Port Richey, FL 34652
Phone (727) 853-10167 * Fax (727) 853-1016

CASE # _____
☐ Conditional Use Application
Date Received: _____

- ☒ Submit original signed and notarized application
- ☒ Submit 1 set of plans (collated and folded surveys/site plan, etc.) and 1 electronic file
- ☒ Submit application fee - \$750; Revisions - \$250 (check made payable to the *City of New Port Richey*)
- ☒ Submit supplemental information for Bed and Breakfast facility

Property Owner and Representative Information:

Current Property Owner(s): Byrnes Robert & Diana L		Phone: Please use agent
Owner Address: please use agent		
Owner Email Address: agent		
Owner's Representative(s): Todd Pressman	Relationship to Owner: zoning consultant	
Representative Mailing Address: 200 2nd Ave., south, #451, St. Petersburg, FL 33701		
Representative Email Address: Todd@Pressmaninc.com	Phone: 727-804-1760	
Primary contact: <i>(This is the <u>one</u> person to whom the City will send all communication regarding this application)</i> Todd Pressman		

Property Information:

Site Address: 6727 Trouble Creek Rd.	
Parcel Number(s): 16-26-16-0000-00200-0020	
Zoning District: C-2	Future Land Use Category: General Commercial
Existing Use <i>(Include number of residential units/ and or square footage of non-residential uses):</i> Chlorine Storage	
Proposed Use: <i>(Provide details about the specific use requested)</i> 18 outdoor/exterior vehicle storage spaces. Small office space 1,200 total square feet. Chlorine storage and wholesale sales. 3,000 square foot building, would be the maintenance shop for pressure cleaning company.	

Additional Information: (as applicable)

Hours of operation: M-F	Days of operation: 7 am to 5 p,
Maximum number of employees at one time: 4	Proposed number of shifts: 1
<i>Additional information may be requested by the Development Review Committee</i>	

Submittal Information:

Please submit one collated, stapled, folded set of the following information and one electronic file:	
	Completed, notarized application - this form (one original)
	Current survey (not to exceed 24"x36") that identifies the dimensions, area and location of the property prepared, signed, and sealed by a land surveyor currently registered in the State of Florida.
	Proof of ownership in the form of a copy of the deed, title insurance policy, or other instrument
	Site Plan (not to exceed 24"x36") with the information listed below:
	<ul style="list-style-type: none"> • Index Sheet referencing individual sheets included in package (if needed);
	<ul style="list-style-type: none"> • Site plan name;
	<ul style="list-style-type: none"> • Property owner's name, address, telephone number and designated representative;
	<ul style="list-style-type: none"> • Architect, landscape architect and engineer's name, address and telephone numbers;
	<ul style="list-style-type: none"> • Legal description;
	<ul style="list-style-type: none"> • Footprint and size of all PROPOSED buildings and structures;
	<ul style="list-style-type: none"> • All required setbacks;
	<ul style="list-style-type: none"> • All parking areas for employees and customers, drop-off and pick-up areas and all other vehicular use areas;
	<ul style="list-style-type: none"> • Proposed method of water supply and sewage disposal (if needed);
	<ul style="list-style-type: none"> • Conceptual drainage and utility plan with flow direction and method of disposition (if needed).
	<ul style="list-style-type: none"> • Flood zone for site and base flood elevation;
	Location of all refuse collection facilities, including screening to be provided.
	Application fee \$500 (checks made payable to the City of New Port Richey)

Process:

A pre-application meeting must be held with City Staff to ensure the application is complete. Applications must be submitted on Friday by 10:00 am. Once deemed complete, the application will be scheduled for review by the Development Review Committee (DRC). The DRC will review the application for compliance with codes and regulations. Changes may be suggested and additional reviews by the DRC may be necessary. Following the DRC, the case will be scheduled for review by the City Council.

Conditional uses differ from special exceptions in that the use may not be appropriately placed in all areas of commercially zoned districts and may have little to no impact on residential uses. However, all applications must be reviewed on the following criteria:

1. That this conditional use/special exception is specifically permitted in the zoning district regulation.
2. That the granting of this conditional use/special exception, will not adversely affect the public health, safety or welfare of the community.
3. That the granting of this conditional use/special exception, is consistent with the intent of the zoning district.
4. That the requirements of the district in which the use is to be located shall be in compliance.
5. That excessive traffic will not be generated on residential streets.
6. That the proposed use will not adversely affect the residential character of existing neighborhoods.
7. The proposal consistent with the goals and objectives of the Comprehensive Plan?

The City Council will make the final decision on all Conditional Use and Special Exception requests.

The hearing process to review this application is considered quasi-judicial and operates much like a court of law. The City Council members act in a similar capacity as a judge and must govern themselves in accordance with the basics of due process in making decisions. Contact with any of these members about this application should be avoided. These members have been instructed to avoid all such conversations with applicants or people in opposition to or support of any Conditional Use/Special Exception Application. Decisions will be made based on evidence and testimony that is presented at scheduled public hearings and not on information gathered outside of these hearings.

Consistency with concurrency: The following calculations shall be used to **determine the projected demand** of the proposed project on the applicable public facility/service. The calculations are listed by facility/service type. (**Please fill in blanks.**)

POTABLE WATER - Adopted level of service (LOS) = 152 gal/day/capita (nonresidential uses are included in the adopted LOS).

Residential:

Single-family: 152 gal × 2.12 persons/household × _____ units = _____ gal/day/capita (demand)

Multi-family: 152 gal × 1.90 persons/household × _____ units = _____ gal/day/capita (demand)

Commercial: See Table I below from the Land Development Code for estimated water/sewage flows.

WASTEWATER - Adopted level of service (LOS) = 114 gal/day/capita (nonresidential uses are included in the adopted LOS).

Residential:

Single-family: 114 gal × 2.12 persons/household × _____ units = _____ gal/day/capita (demand)

Multi-family: 114 gal × 1.90 persons/household × _____ units = _____ gal/day/capita (demand)

Commercial: See Table I below from the Land Development Code for estimated water/sewage flows.

Please see included report

SOLID WASTE - Adopted level of service (LOS) = 6.3 lbs/day/capita (nonresidential uses are included in the adopted LOS).

Residential:

Single-family: 6.3 lbs × 2.12 persons/household × _____ units = _____ bs/day/capita (demand)

Multi-family: 6.3 lbs × 1.90 persons/household × _____ units = _____ lbs/day/capita (demand)

Commercial: See Table I below from the Land Development Code for estimated solid waste.

RECREATION/OPEN SPACE - Refer to the New Port Richey Comprehensive Plan for adopted level of service standards.

Single-family: _____ units × 2.12 persons/household = _____ (population projection)

Multi-family: _____ units × 1.90 persons/household = _____ (population projection)

Sites over five acres in area and zoned MF-30 District shall provide five percent of the total net acreage of the development for recreational purposes. Refer to Section 7.06.07 of the Land Development Code.

Stormwater Management. New Development or enlargement of existing buildings must complete a Stormwater Management Plan (except for 1 and 2 family residential dwellings, unless directed by the Building Official). Refer to the Stormwater Management and Erosion Control Policy and Procedures Manual for standards necessary to comply: LOS = 25-year, 24-hour storm event. The Manual is on the Public Works website.

To be completed by staff: Completed _____ Not Required _____

Transportation.

1. Determine the number of trips generated by the proposed project using the Table II. **Include your calculation(s) here:** _____.
2. If the total number of trips is equal to or greater than 50 trips, then a transportation study shall be obtained. The report shall be signed and/or sealed by either a registered professional engineer or a member of the American Institute of Certified Planners.
 - a. The applicant is required to provide only the existing directional **PM PEAK** hour traffic volumes and level of service for the roadways link to which project driveways connect. This information shall include project traffic. **Provide this information here:** _____.
 - b. Existing directional **PM PEAK** hour traffic volumes and LOS on all existing collectors/arterials in study area. **Provide information here:** _____ **please see included report**
 - c. Existing turning movement volumes at the impacted intersection(s) and intersection LOS. **Provide information here:** _____.

Attendance at meetings:

The applicant or applicant's representative shall be present at all meetings including DRC and City Council, as applicable. Call Planning and Development Department Staff at 727-853-1016 to find out when this case will be scheduled for these meetings.

Authorization to visit the property:

Site visits to the property by City representatives are essential to process this application. The Owner/Applicant, as notarized below, hereby authorizes the City representatives to visit, photograph and post a notice on the property described in this application.

Authorization for owner's representative(s):

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

please see included agent authorization

Signature of Current Property Owner(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 Todd Pressman, the owner or authorized representative, certify that I 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. It is also acknowledged that the filing of this application does not constitute automatic approval of the request and, further, if the request is approved, I will obtain all necessary permits to comply with all applicable orders, codes, conditions, and rules and regulations pertaining to the use of the subject property. (Applications which are filed by corporations must bear the seal of the corporation over the signature of an officer authorized to act on behalf of the corporation.)

Signature of Owner or Authorized Representative: [Signature]

Date: 9/15/23

Subscribed and sworn to before me this 15th day of September, 20 23

who is personally known to me and/or produced Photos as identification.

STATE OF FLORIDA, COUNTY OF PASCO

Notary Public: [Signature]

My Commission Expires: Jan 22, 2023

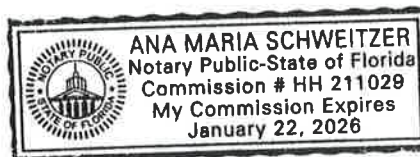


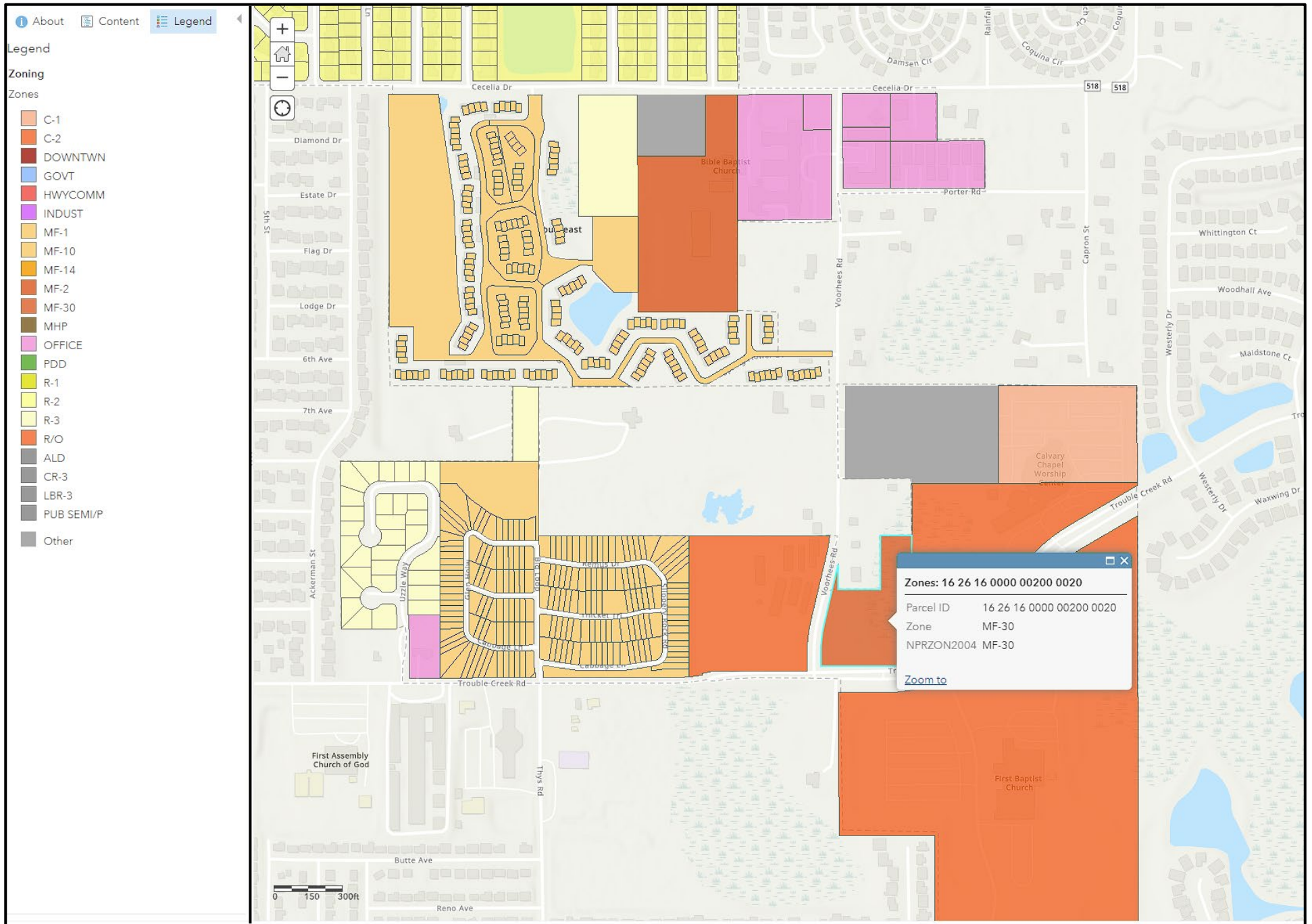
Table I: Estimated Sewage/Water Flows and Solid Waste for Commercial Development

Type of Establishment		Gallons Per Day/Solid Waste
Airports	Per Passenger	5
	Add Per Employee (per 8 hour shift)	20
Barber and Beauty Shops	Per Chair	100
Bowling Alleys	Toilet Wastes Only per Lane	100
Churches	Per Seat	3
County Club	Per Resident	100
	Per Member	25
	Per Employee (per 8 hour shift)	20
Dentist Office	Per Wet Chair	200
	Per Non-Wet Chair	50
Doctor's Office	All Types	250
	All Types	250
Factories - exclusive of industrial wastes	No Showers Provided (gallons per employee per 8 hour shift)	20
	Showers Provided	35
Food Service Operations	Ordinary Restaurant (per seat)	50
	24-hour Restaurant (per seat)	75
	Single Service Articles Only (per seat)	25
	Bar and Cocktail Lounge (per seat)	30
	Drive-In Restaurant (per car space)	50
	Carry-Out Only	50
	Per 100 Square Feet of Floor Space	50
	Add Per Employee (per 8 hour shift)	20
Hospitals (does not include kitchen wastewater flows)	Per Bed	200
Hotels and Motels	Regular (per room)	
	Result Hotels, Camps, Cottages (per person)	75
	Add For Self-Service Laundry Facilities (per machine)	400
Nursing Homes/Rest Homes (does not include kitchen wastewater flow)	Per Bed	100
Office Building	Per Employee (per 8 hour shift)	20
Parks - Public Picnic	With Toilets Only (per person)	5
	With Bathhouses, Showers and Toilets (per person)	10
Schools (per person)	Day-Type	15
	Add For Showers	5
	Add For Cafeteria	5
	Add For Day School Workers	15
	Boarding Type	75
Service Station	Per Water Closet and Urinal	250
Shopping Center - Without Food or Laundry	Per Square Foot of Floor Space	0.1
Stadium, Race Track, Ball Parks	Per Seat	5
Stores	Per Square Foot of Floor Space	0.1
Swimming and Bathing Facilities - Public	Per Person	10
Theaters	Indoor, Auditoriums (per seat)	5
	Outdoor, Drive-Ins (per space)	10
Trailer or Mobile Home Park	Per Trailer Space	200
Travel Trailer or Recreational Vehicle Park	Overnight w/o water and sewer hook-up (per trailer space)	75
	Overnight with water and sewer hook-up (per trailer space)	100
Work or Construction Camps - Semi Permanent	Per Worker	50

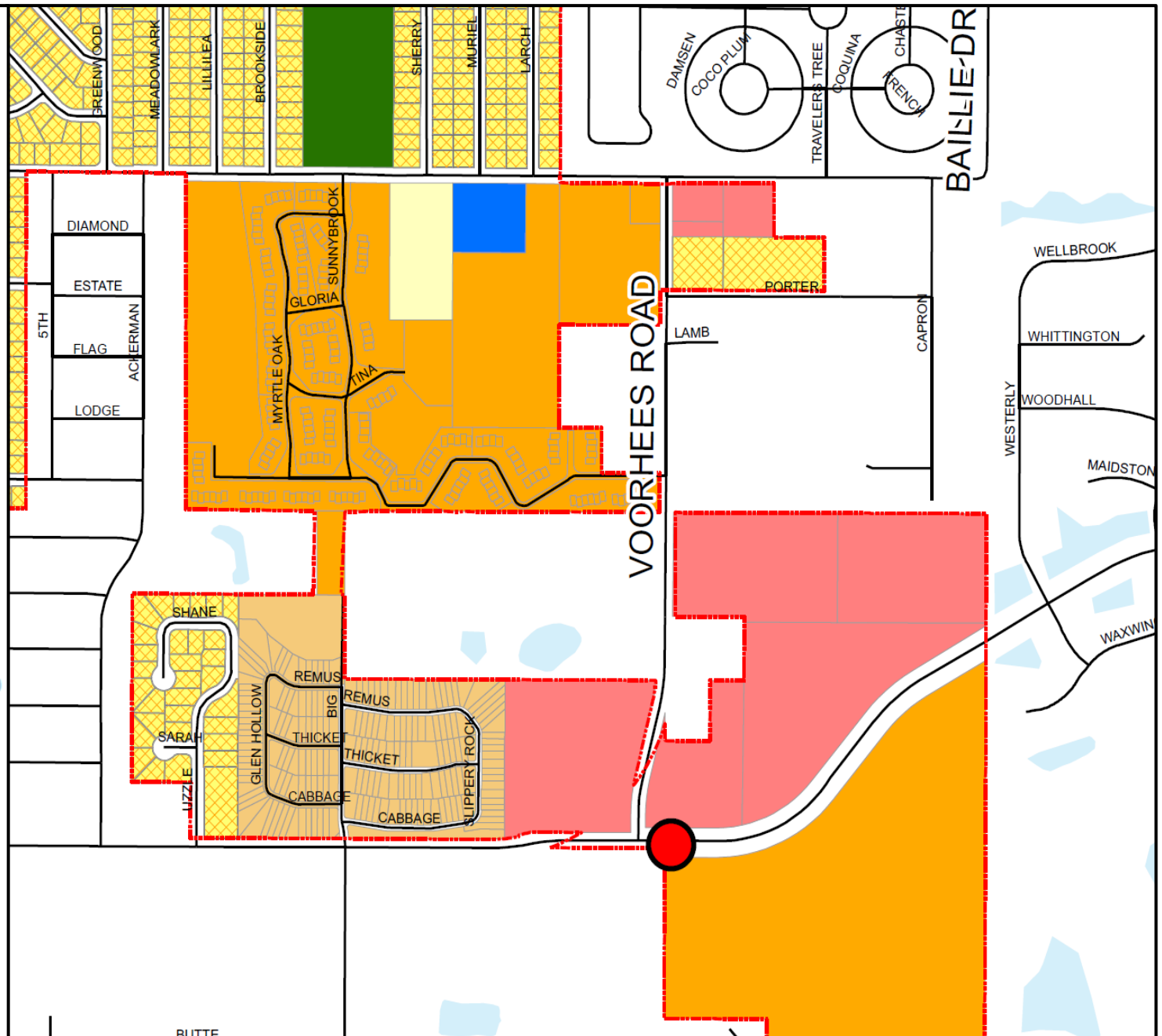
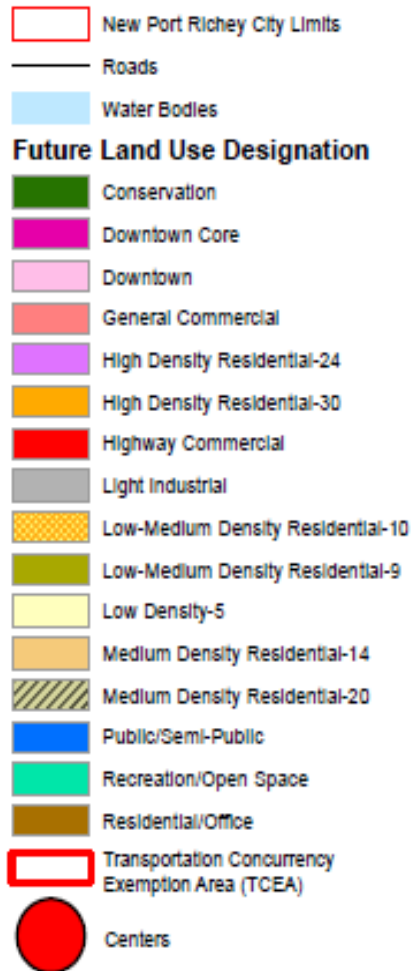
Table II: Trip Generator

Code	Description	Unit of Measure	Trips Per Unit
<i>Office</i>			
710	General Office Building	1,000 SF	1.49
714	Corporate Headquarters Building	1,000 SF	1.41
715	Single Tenant Office Building	1,000 SF	1.74
720	Medical-Dental Office Building	1,000 SF	3.57
730	Government Office Building	1,000 SF	1.21
732	United States Post Office	1,000 SF	1.22
733	Government Office Complex	1,000 SF	2.85
750	Office Park	1,000 SF	1.48
760	Research and Development Center	1,000 SF	1.07
770	Business Park	1,000 SF	1.29
<i>Retail</i>			
812	Building Materials and Lumber Store	1,000 SF	4.49
813	Free-Standing Discount Superstore	1,000 SF	4.35
814	Variety Store	1,000 SF	6.82
815	Free-Standing Discount Store	1,000 SF	4.98
816	Hardware / Paint Store	1,000 SF	4.84
817	Nursery (Garden Center)	1,000 SF	6.94
818	Nursery (Wholesale)	1,000 SF	5.17
820	Shopping Center	1,000 SF	3.71
823	Factory Outlet Center	1,000 SF	2.29
826	Specialty Retail Center	1,000 SF	2.71
841	New Car Sales	1,000 SF	2.62
842	Recreational Vehicle Sales	1,000 SF	2.54
843	Automobile Parts Sales	1,000 SF	5.98
848	Tire Store	1,000 SF	4.15
850	Supermarket	1,000 SF	9.48
851	Convenience Market (Open 24 Hours)	1,000 SF	52.41
852	Convenience Market (Open 15-16 Hours)	1,000 SF	34.57
853	Convenience Market with Gasoline Pumps	1,000 SF	50.92
854	Discount Supermarket	1,000 SF	8.34
857	Discount Club	1,000 SF	4.18
860	Wholesale Market	1,000 SF	0.88
861	Sporting Goods Superstore	1,000 SF	1.84
862	Home Improvement Superstore	1,000 SF	2.33
863	Electronics Superstore	1,000 SF	4.50
864	Toy / Children's Superstore	1,000 SF	4.99
866	Pet Supply Superstore	1,000 SF	3.38
867	Office Supply Superstore	1,000 SF	3.40
875	Department Store	1,000 SF	1.87
876	Apparel Store	1,000 SF	3.83
879	Arts and Crafts Store	1,000 SF	6.21
880	Pharmacy / Drugstore without Drive-Through Window	1,000 SF	8.40
881	Pharmacy / Drugstore with Drive-Through Window	1,000 SF	9.91
890	Furniture Store	1,000 SF	0.45
896	DVD / Video Rental Store	1,000 SF	13.60
<i>Services</i>			
911	Walk-In Bank	1,000 SF	12.13
912	Drive-In Bank	1,000 SF	24.30
918	Hair Salon	1,000 SF	1.93
925	Drinking Place	1,000 SF	11.34
931	Quality Restaurant	1,000 SF	7.49
932	High-Turnover (Sit-Down) Restaurant	1,000 SF	11.15
933	Fast Food Restaurant without Drive-Through Window	1,000 SF	26.15
934	Fast Food Restaurant with Drive-Through Window	1,000 SF	33.84
935	Fast Food Restaurant with Drive-Through Window and No Indoor Seating	1,000 SF	153.85

936	Coffee / Donut Shop without Drive-Through Window	1,000 SF	40.75
937	Coffee / Donut Shop with Drive-Through Window	1,000 SF	42.80
938	Coffee / Donut Shop with Drive-Through Window and No Indoor Seating	1,000 SF	75.00
940	Bread / Donut / Bagel Shop with Drive-Through Window	1,000 SF	18.99
941	Quick Lubrication Vehicle Shop	Service Bays	5.19
942	Automobile Care Center	1,000 SF	3.11
943	Automobile Parts And Service Center	1,000 SF	4.46
944	Gasoline / Service Station	Fueling Positions	18.87
945	Gasoline / Service Station with Convenience Market	Fueling Positions	13.51
946	Gasoline / Service Station with Convenience Market and Car Wash	Fueling Positions	13.94
947	Self Service Car Wash	Stalls	5.54
948	Automated Car Wash	1,000 SF	14.12
950	Truck Stop	1,000 SF	13.63



City of New Port Richey Future Land Use Map 2030





LAND DEVELOPMENT REVIEW BOARD - MINUTES
CITY OF NEW PORT RICHEY
NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA
January 18, 2024
2:00 PM

Vice-Chairman Dr. Cadle called the January 18, 2024 Land Development Review Board (LDRB) public meeting and hearing to order at 2:00 pm.

Dr. Cadle led the pledge of allegiance.

Dr. Cadle requested a roll call of members present be conducted and Lisa Algiere stated the following persons were in attendance constituting a quorum.

Members in Attendance

Dr. Donald Cadle
Louis Parrillo
Robert Smallwood

Beverly Barnett
Marilyn deChant

Staff in Attendance

Debbie Manns, City Manager
Lisa Algiere, Senior Planner
Matt Lewis, Interim Development Director
Brittney Love, Development Tech

Corrections were made to the minutes. The final vote for the variance side yard setback was 3-1 not 3-0. Mr. Smallwood made a motion to approve the corrected minutes. Mr. Parrillo seconded the motion. The motion was approved unanimously 5-0.

Case: LUA-23-10-0001– 6727 Trouble Creek Road – Future land use plan amendment from General Commercial to Light Industrial.

Lisa Algiere presented the staff report. She informed the board that the area surrounding the subject property is commercial and residential. She also stated that the proposed industrial land use is incompatible with the surrounding land uses and is inconsistent with the Comprehensive Plan. The Development Review Committee recommended denial of the request.

Mr. Todd Pressman represented the owners of the property. He informed the board that the proposed use is compatible in the immediate area and intensive uses currently exist on Voorhees Road.

Mr. Parrillo asked if spaces would be available for rent? He was informed that RV owners would rent the spaces.

Mr. Smallwood made a motion to recommend denial of the request. Mr. Parrillo seconded the motion. The motion was approved unanimously 5-0.

Case: REZ-23-10-0007 – 6727 Trouble Creek Road – Rezoning from C-2 to Light Industrial.

Lisa Algiere presented the staff report. She informed the board that the rezoning to Light Industrial must be consistent with a Future Land Use of Light Industrial. The current Land Use is General Commercial and the LDRB voted to recommend denial of a land use amendment to Light Industrial. She also informed the board that the surrounding land uses are commercial and residential and the surrounding zoning is commercial and residential. Rezoning the subject property to Light Industrial would create a spot zoning. The Development Review Committee recommended denial of the rezoning request.

Mr. Todd Pressman, representing the owners, informed the board that it is the same use as the property west of the subject property. He also informed the board that the C-2 zoning district allows some uses that are intensive and that there were no objections from the neighbors.

Mrs. Diana Byrnes, property owner, informed the board that she and her husband spent their life savings purchasing the property. They were hoping to generate additional income and would only allow newer RVs to rent the spaces.

Ms. Manns, City Manager, informed the board that this is spot zoning and would jeopardize future zoning cases.

Mr. Smallwood made a motion to recommend denial of the request. Mr. Parrillo seconded the motion. The motion was approved unanimously 5-0.

Case: CU-23-10-0002 – 6727 Trouble Creek Road – Conditional Use for outdoor storage of RV's and fleet vehicles.

Lisa Algiere presented the staff report. She informed the board that a Conditional Use for outdoor storage could only be granted in a Light Industrial zoning district. She informed the board that the use is incompatible with the surrounding areas and did not meet all criteria for a conditional use. She also noted that the proposed landscaping did not fully meet the city code. The Development Review Committee recommended denial of the request.

Mr. Todd Pressman, representing the owner, informed the board that there is a buffer of existing wooded area to the east. He also stated that the width of the ROW provides sufficient buffer.

Mr. Smallwood made a motion to recommend denial of the request. Mr. Parrillo seconded the motion. The motion was approved unanimously 5-0.

Case: REZ-23-10-0010 – 6450 Sea Forest Drive – (Sea Forest Manors) Rezoning to PDD for 62 single-family townhomes.

Lisa Algiere presented the staff report. She informed the board that the current PDD zoning allows a 124 bed Assisted Living Facility with an approved site plan. The current owners desire to construct townhomes and are requesting approval of a new site plan. Ms. Algiere informed the board that the request is consistent with the Comprehensive Plan. She also provided a list of development standards that will be required of the developer. The Development Review Board recommend approval of the request.

Amy Huber, representing the applicants, informed the board that the owners accept the staff report. She noted that the proposal is to develop 60 townhomes, which is 2 less than the maximum allowed of 62. She also informed the board that the request does meet all criteria of a rezoning as required in the city's Land Development Code. She also noted that the cluster development leaves open space which preserves natural resources.

Al Schaffer, owner, informed the board that 80% of the site will remain as open space. He also noted that the current plans for an ALF is three stories whereas the townhomes will be two stories. He also informed the board that golf cart parking spaces are provided for in the development.

Wayne Schweikart, engineer, informed the board that the average square footage of a townhome is 2,000 sf and the end units are 2,500 sf.

Faye Jackson Curry, resident, expressed concern about the location of the entrance and its proximity to the entrance of the development to the west.

Mr. Orchard, resident, expressed concern about wildlife, bringing in fill dirt and potential run-off.

Ms. Thiebes, resident, also expressed concern about run-off and preservation of wildlife. She provided photos.

Ms. deChant asked about allowing continued development in the area west of US Highway 19.

Ms. deChant made a motion to recommend denial of the request. The motion died due to a lack of a second.

Mr. Parrillo made a motion to recommend approval of the request. Mr. Smallwood seconded the motion. The motion was approved 4-1. Ms. deChant voted in the negative.

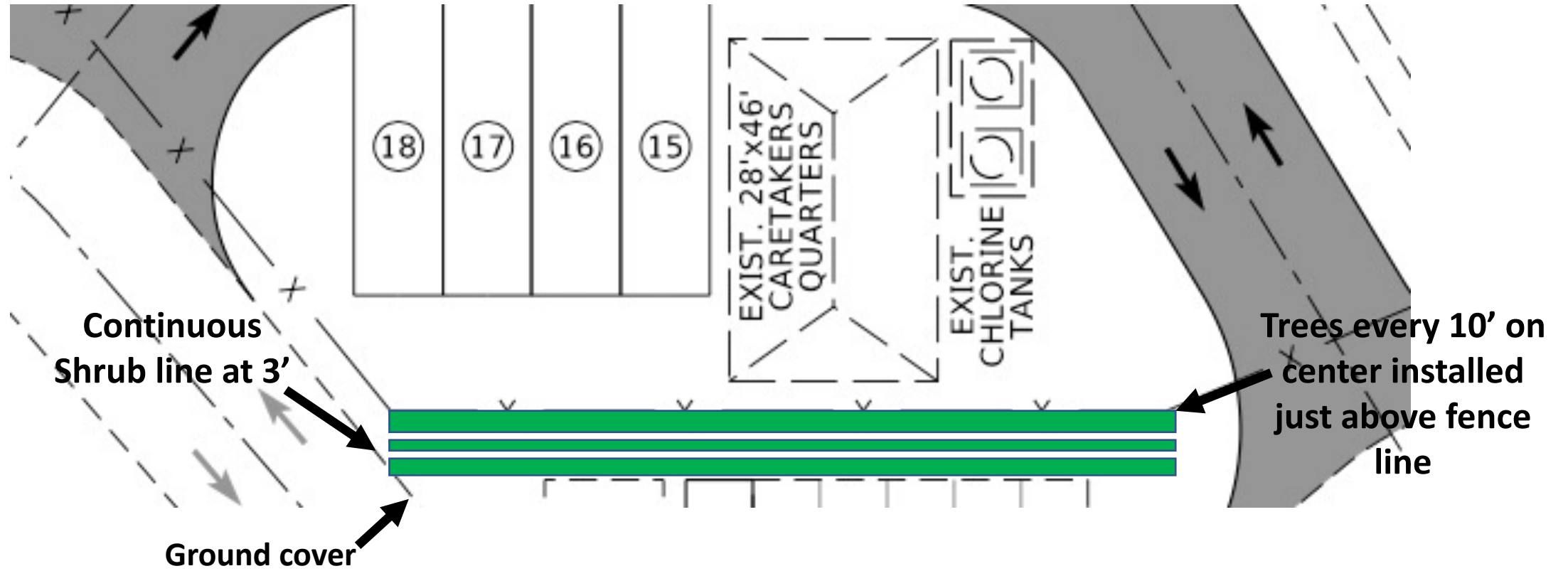
Other Business

Ms. Manns introduced Matt Lewis as the City's Interim Development Director.

Mr. Parrillo made a motion to adjourn. Mr. Smallwood seconded the motion. Motion was approved unanimously.

Meeting adjourned at 2:50 pm

Approved February 15, 2024



SITE DATA:

S/T/R: 18-28S-16E
PARCEL ID: 16-26-16-0000-00200-0020
6727 TROUBLE CREEK RD, NEW PORT RICHEY, FL 34653

PROPERTY ACREAGE: 163,788 SF (3.76 ACRES)

EXISTING ZONING: COMMERCIAL (C-2)
PROPOSED ZONING: LIGHT INDUSTRIAL
EXISTING USE: GENERAL COMMERCIAL
PROPOSED USE: INDUSTRIAL
FUTURE LAND USE: ???

NO. OF DWELLING UNITS: (1) EXIST, (1) PROP.
GROSS DENSITY (DU/GA): ???
FRONT YARD SETBACK: 25 FT
SIDE YARD SETBACK: 15 FT
REAR YARD SETBACK: 25 FT
BUFFERING: N/A

MAX. FLOOR AREA RATIO: ???
MAX. BUILDING HEIGHT: ???
MAX. BUILDING COVERAGE: 4,288 SF
MAX. IMPERVIOUS SURFACE: ???

NATURAL WATER BODY ACREAGE: N/A
MAN-MADE WATER BODY ACREAGE: N/A
ENVIRON. SENSITIVE AREA ACREAGE: N/A
FLOOD ZONE: "B" & "C"
ARCH./HISTORIC LANDMARKS ON SITE: N/A
CULTURAL RESOURCES: N/A

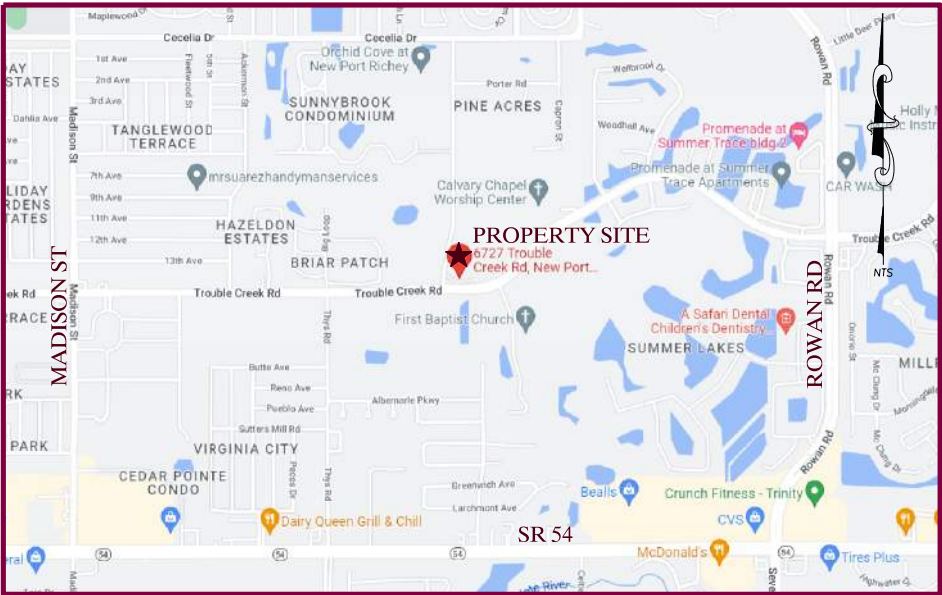
PARKING SPACES: 6 REQ'D, 6 PROVIDED
WATER & SEWER: PASCO COUNTY
SURVEY CONTROL: BENCHMARK DATUM: NAVD 1988

LEGAL DESCRIPTION:

COM AT NE COR OF SEC TH S00DG 09' 36"W 1736.16 FT
ALG EAST BDY OF NE1/4 TH N89DG 44' 31"W 995.63 FT
TH S00DG 10' 32"W 228.24 FT FOR POB TH S00DG 45'
05"W 563.51 FT TH 108.30 FT ALG ARC OF 510 FT RAD
CURVE CONCAVE NWLY CHD S84DG 09' 42"W 108.09 FT TH
N89DG 45' 18"W 291.65 FT TH N00DG 07' 00"E 50.06 FT
TH 135.05 FT ALG ARC OF 570 FT RAD CURVE CON- CAVE
SELY CHD N06DG 54' 16"E 134.74 FT TH N13DG 41' 31"E
273.27 FT TH S00DG 10' 51"W 110.55 FT TH S89DG 44'
44"E 184.91 FT TH N00DG 10' 51"E 235.88 FT TH S89DG
44' 44"E 140.30 FT TO POB; SOUTH 80 FT OF WEST 100
FT SUBJECT TO DRAINAGE &/OR UTILITY EASEMENT

REZONING MODIFICATION
FOR VEHICULAR
OUTDOOR STORAGE

6727 TROUBLE CREEK ROAD
NEW PORT RICHEY, FL 34653



LOCATION MAP

SHEET INDEX:

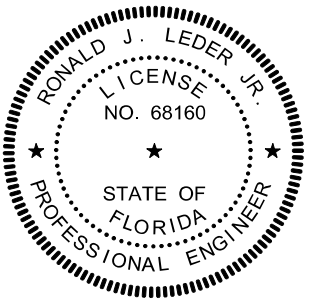
SHEET NO.	SHEET DESCRIPTION
DWG-1	COVER SHEET
DWG-2	AERIAL OVERVIEW
DWG-3	PROPERTY APPRAISER MAP
DWG-4	EXIST. SITE PLAN (10/5/2000)
DWG-5	EXIST. SITE PLAN (EXPANDED)
DWG-6	PROP. SITE PLAN IMPROVEMENTS

Owner/Applicant


ROBERT & DIANA BYRNES
6727 TROUBLE CREEK ROAD
NEW PORT RICHEY, FL 34653
PHONE: (727) 271-5504
office@riptidepressurewashing.com

Reviewing Agency

CITY OF NEW PORT RICHEY
PLANNING & DEVELOPMENT DEPT
CITY HALL, 5919 MAIN ST, 1ST FLR
NEW PORT RICHEY, FL 34652
PHONE: (727) 853-1044



Engineer



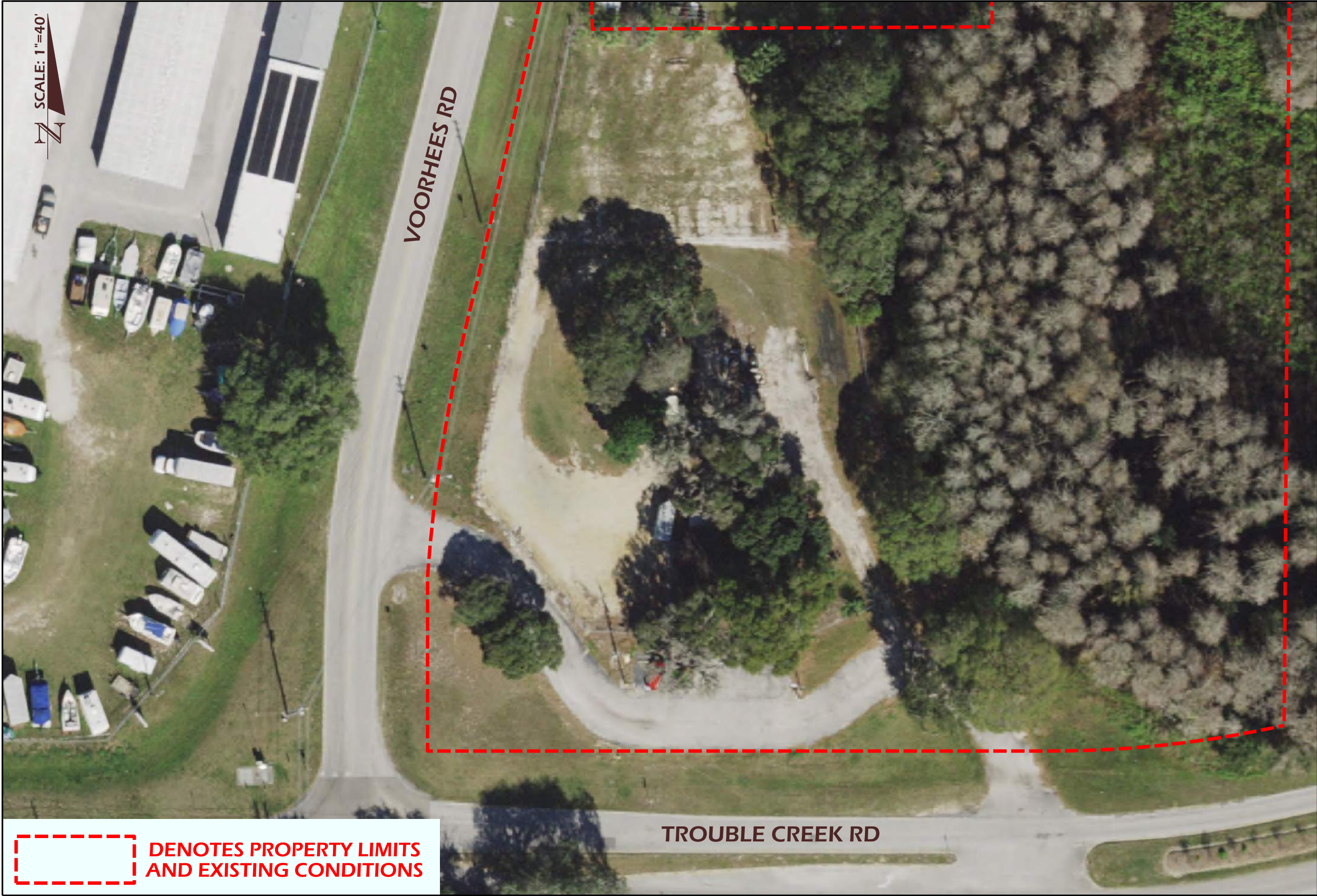
R J L Professional Associates

4316 FOXGLEN LN, TAMPA, FL 33624
P: 813-455-6787 E: RJLPALLC@GMAIL.COM

RONALD J. LEDER JR. PROFESSIONAL ENGINEER NO: 68160

DATE:	SEPT. 12, 2023	JOB NO.	N/A
Elevations based on North American Vertical Datum 1988 (NAVD 88) Conversion from NAVD 88 to NGVD 29 = +0.83 Feet			
DESIGNED BY:	RJL	DRAWN BY:	RJL
FILE:	COVER SHEET		DWG-1

DATE	REVISION DESCRIPTION	BY



SCALE: 1"=40'

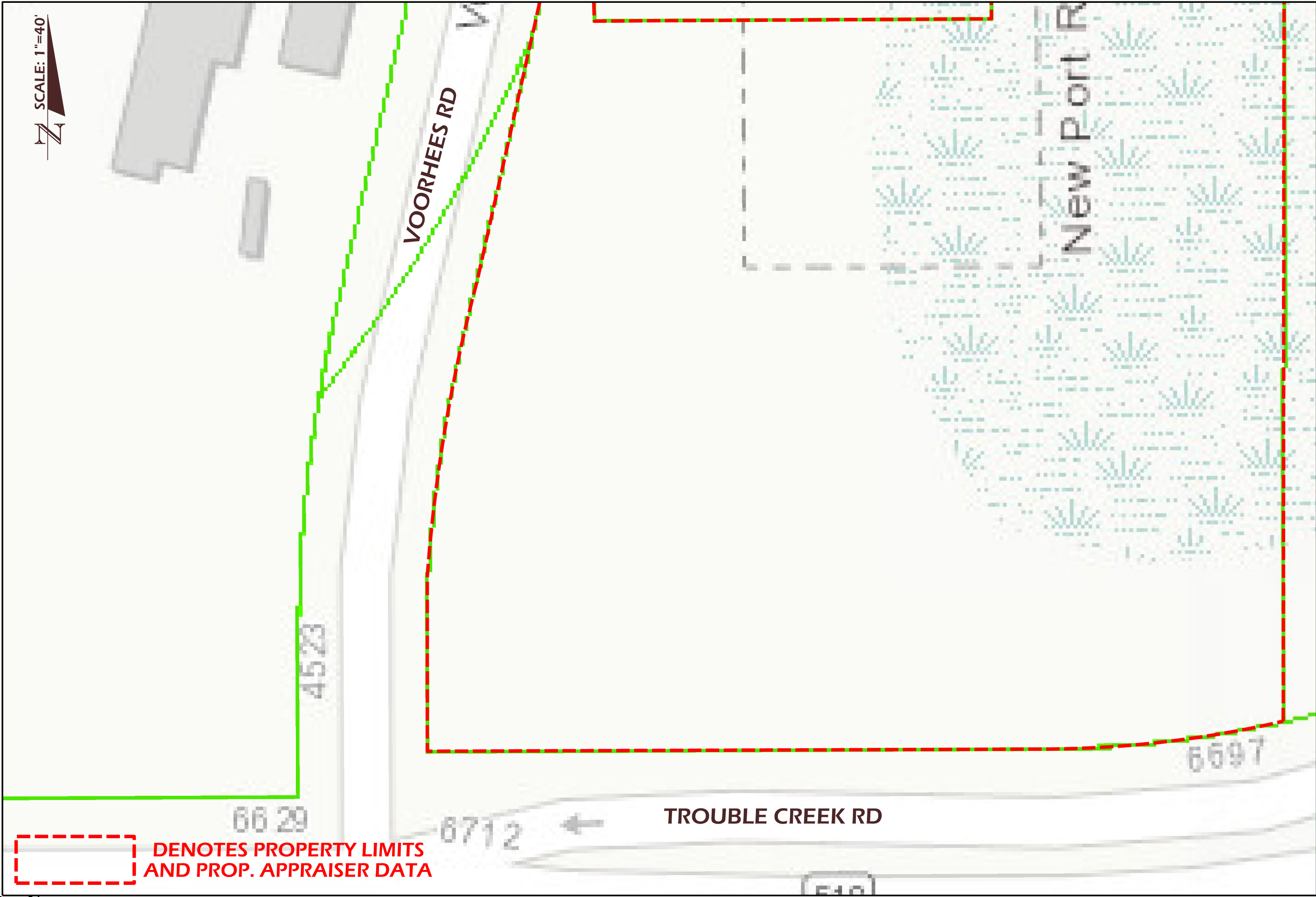
VOORHEES RD

TROUBLE CREEK RD




DENOTES PROPERTY LIMITS
AND EXISTING CONDITIONS

	ENGINEERING CONSULTANT:		REVIEWING AGENCY:		PROPERTY OWNER:		PROJECT:		DATE:		REVISION NO.:	
	RJI PROFESSIONAL ASSOCIATES, LLC 4316 FOXGLEN LN, TAMPA, FL 33624 PHONE: (813) 455-6787 EMAIL: rjipallic@gmail.com RONALD J. LEDER, JR., P.E. #68160		CITY OF NEW PORT RICHEY PLANNING & DEVELOPMENT DEPT CITY HALL, 5919 MAIN ST, 1ST FLR NEW PORT RICHEY, FL 34652 PHONE: (727) 853-1044		ROBERT & DIANA BYRNES PHONE: (727) 271-5504 PROPERTY ADDRESS: 6727 TROUBLE CREEK ROAD NEW PORT RICHEY, FL 34653		REZONING MODIFICATION FOR VEHICULAR OUTDOOR STORAGE DRAWING TITLE: AERIAL OVERVIEW		9/12/2023 DRAWING NO: DWG - 2			

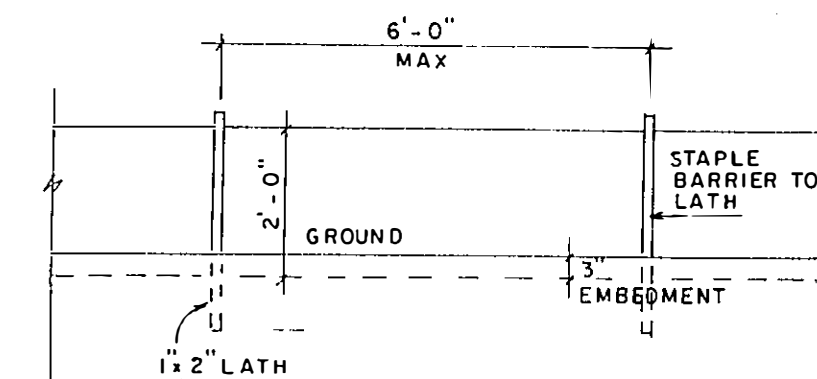


DENOTES PROPERTY LIMITS
AND PROP. APPRAISER DATA

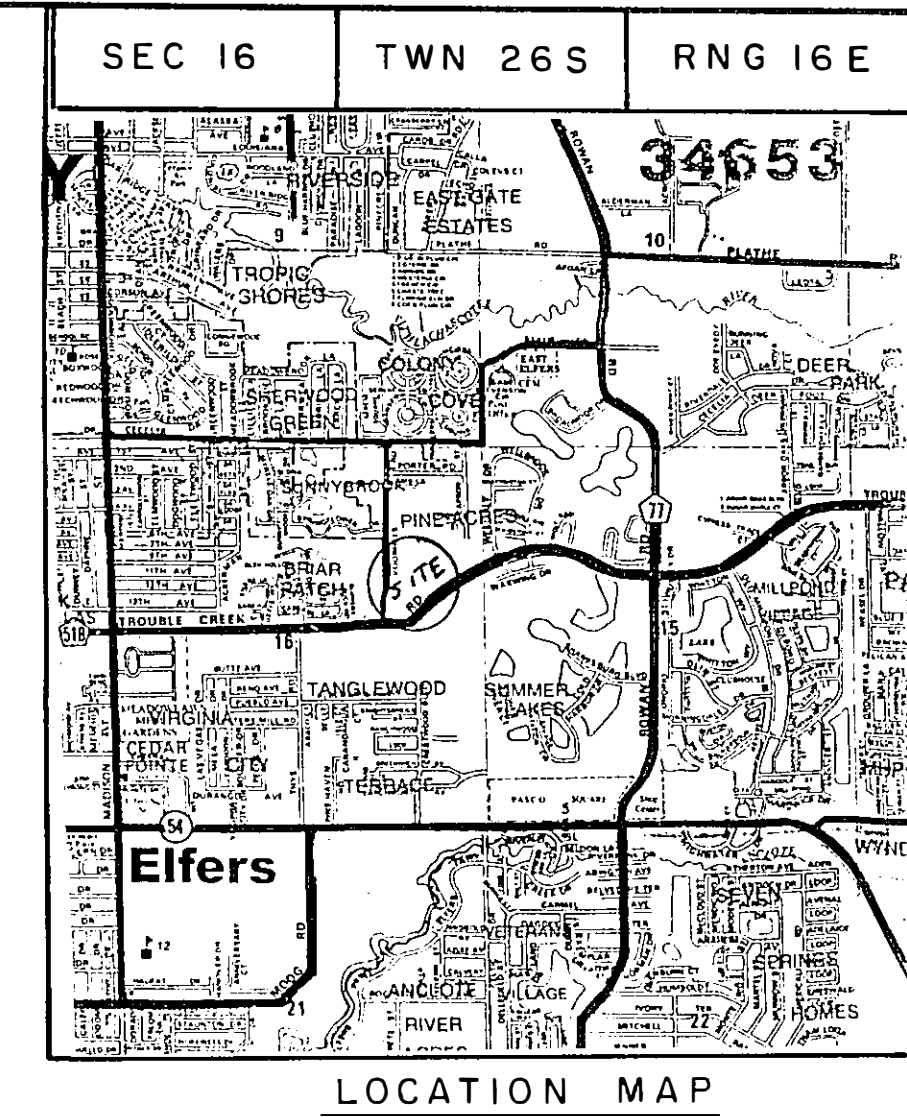
	ENGINEERING CONSULTANT:	REVIEWING AGENCY:	PROPERTY OWNER:	PROJECT:	DATE:	REVISION NO.:
	RJL PROFESSIONAL ASSOCIATES, LLC 4316 FOXGLEN LN, TAMPA, FL 33624 PHONE: (813) 455 - 6787 EMAIL: rjlpallic@gmail.com RONALD J. LEDER, JR., P.E. #68160	CITY OF NEW PORT RICHEY PLANNING & DEVELOPMENT DEPT CITY HALL, 5919 MAIN ST, 1ST FLR NEW PORT RICHEY, FL 34652 PHONE: (727) 853-1044	ROBERT & DIANA BYRNES PHONE: (727) 271-5504	REZONING MODIFICATION FOR VEHICULAR OUTDOOR STORAGE	9/12/2023	
			PROPERTY ADDRESS:	DRAWING TITLE:	DRAWING NO:	
			6727 TROUBLE CREEK ROAD NEW/PORT RICHEY, FL 34653	PROPERTY APPRAISER MAP	DWG/ - 3	

	<u>CURVE 1</u>	<u>CURVE 2</u>
RADIUS	510.00'	570.00'
ARC	108.30'	135.05'
CHORD	108.09'	134.75'
BEARING	S 84 09'42"W	S 00 10'51"W

INSTALL A SEDIMENT BARRIER
ALONG THE NORTH PROPERTY LINE
TO THE EXISTING RETENTION BASIN
AND ALONG THE EDGE OF THE BASIN
AS SHOWN ON THE PLAN. THE
BARRIER SHALL BE MAINTAINED
INTACT FROM THE START OF
CONSTRUCTION TO COMPLETION.
THE BARRIER SHALL BE INSPECTED
AFTER EACH STORM EVENT.



SEDIMENT BARRIER
3/8" - 1' - 0"



SEAL
1/17/01
Bussmann Construction
Services Inc.
5757 Colonial Drive
New Port Richey, Florida 34653
(813) 847-4882
Ray Bussmann
Ray & Bussmann
Florida P.E. 20185

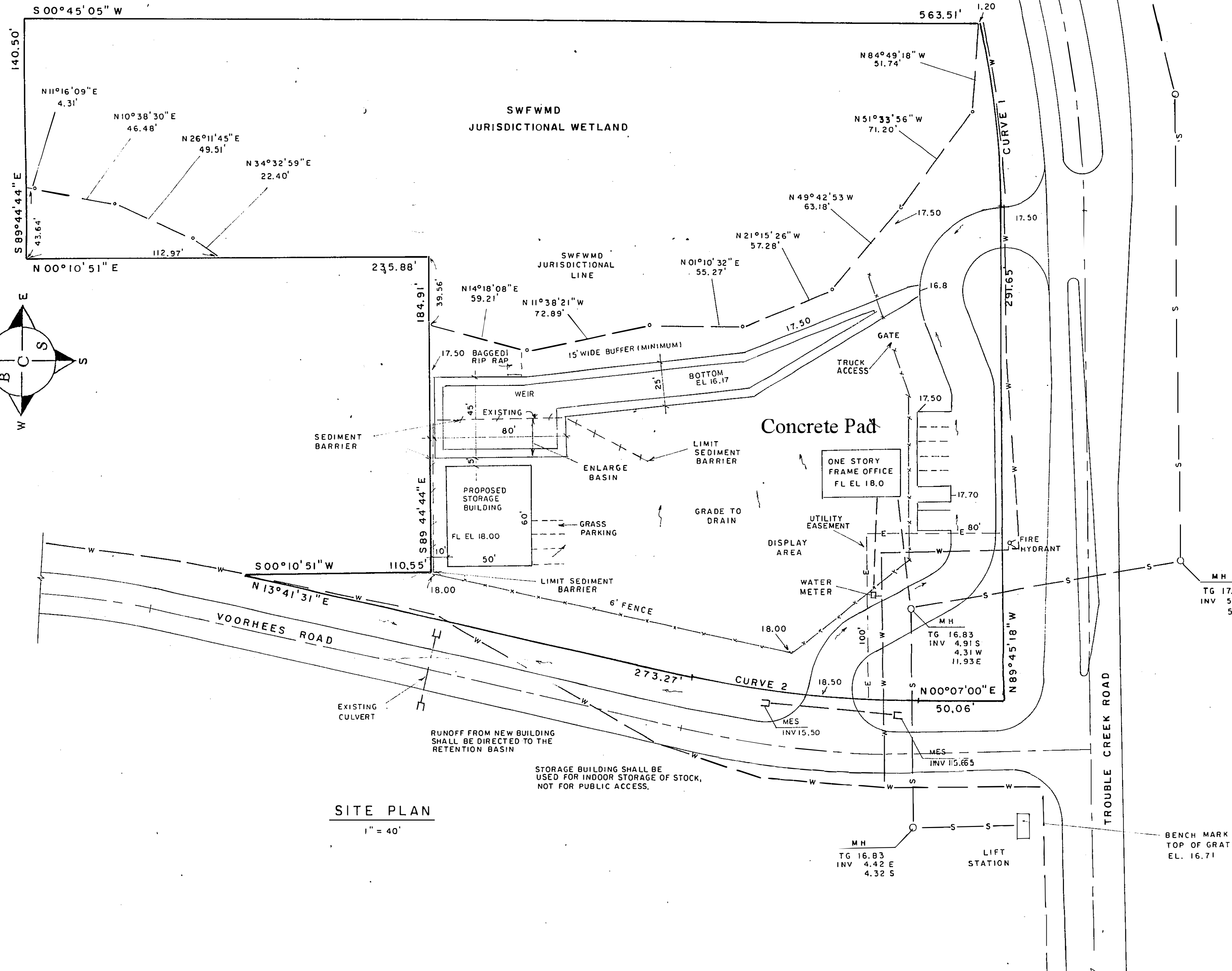
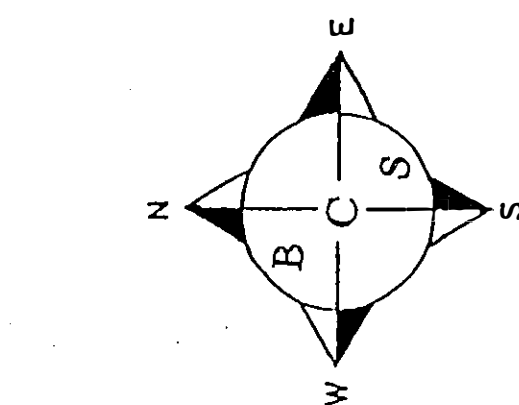
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BACKYARD BIRDHOUSE SITE MODIFICATION

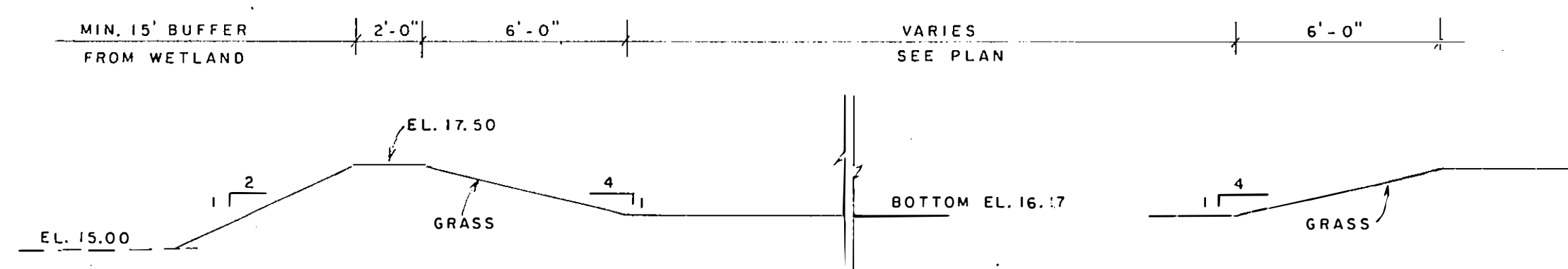
LARRY AND CAROLYN HAYS
19406 HIAWATHA DRIVE
ODESSA, FLORIDA 33556

Scale: A5 SHOWN
Date: 10/5/00
Design: R G B
Drawn By: I A B
Checked By:

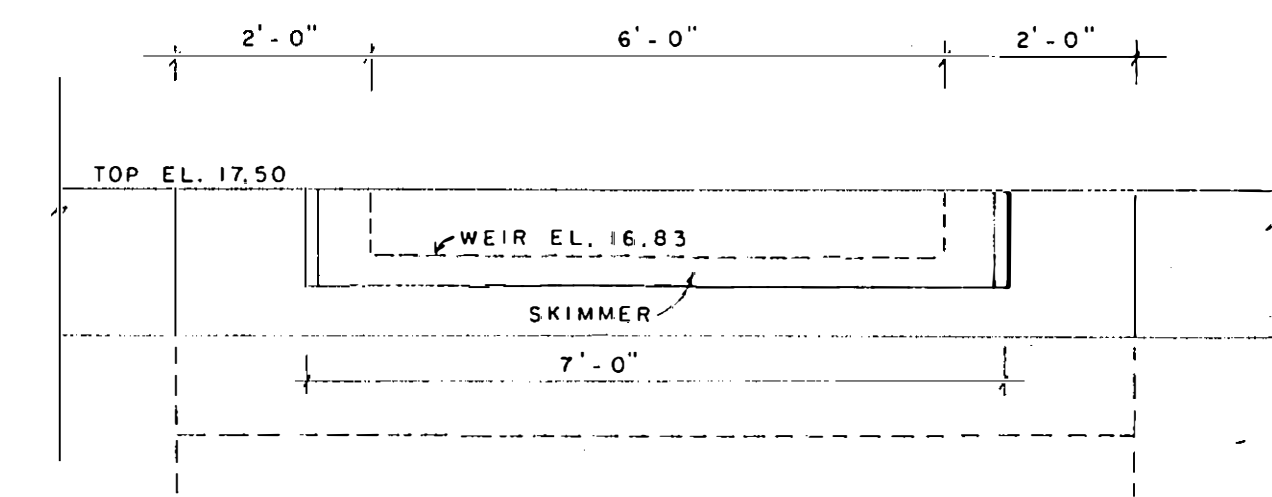
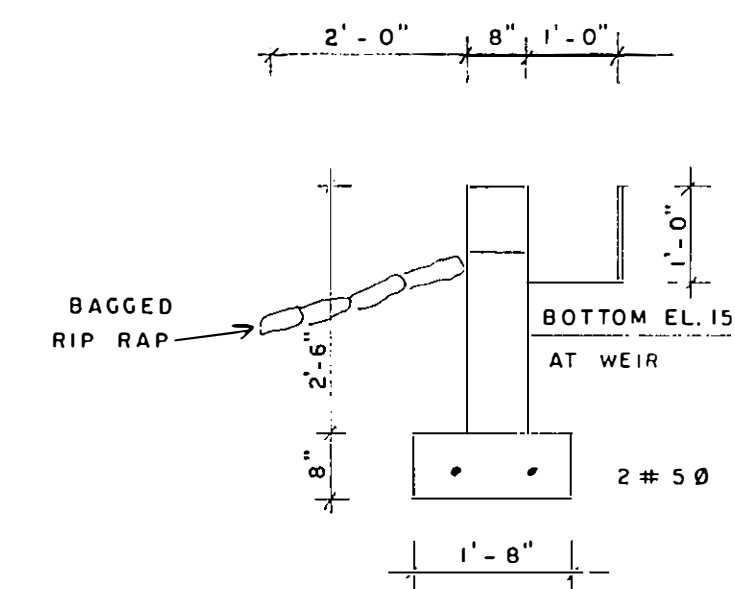
DWG-4



SITE PLAN
1" = 40'



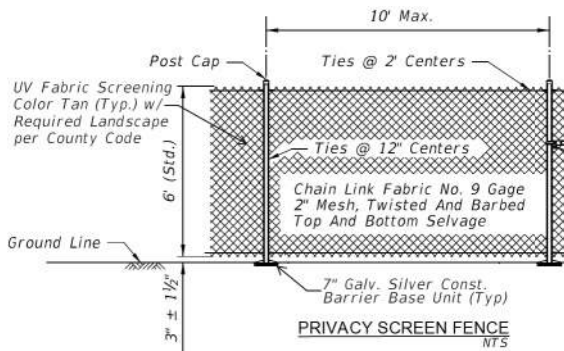
RETENTION BASIN



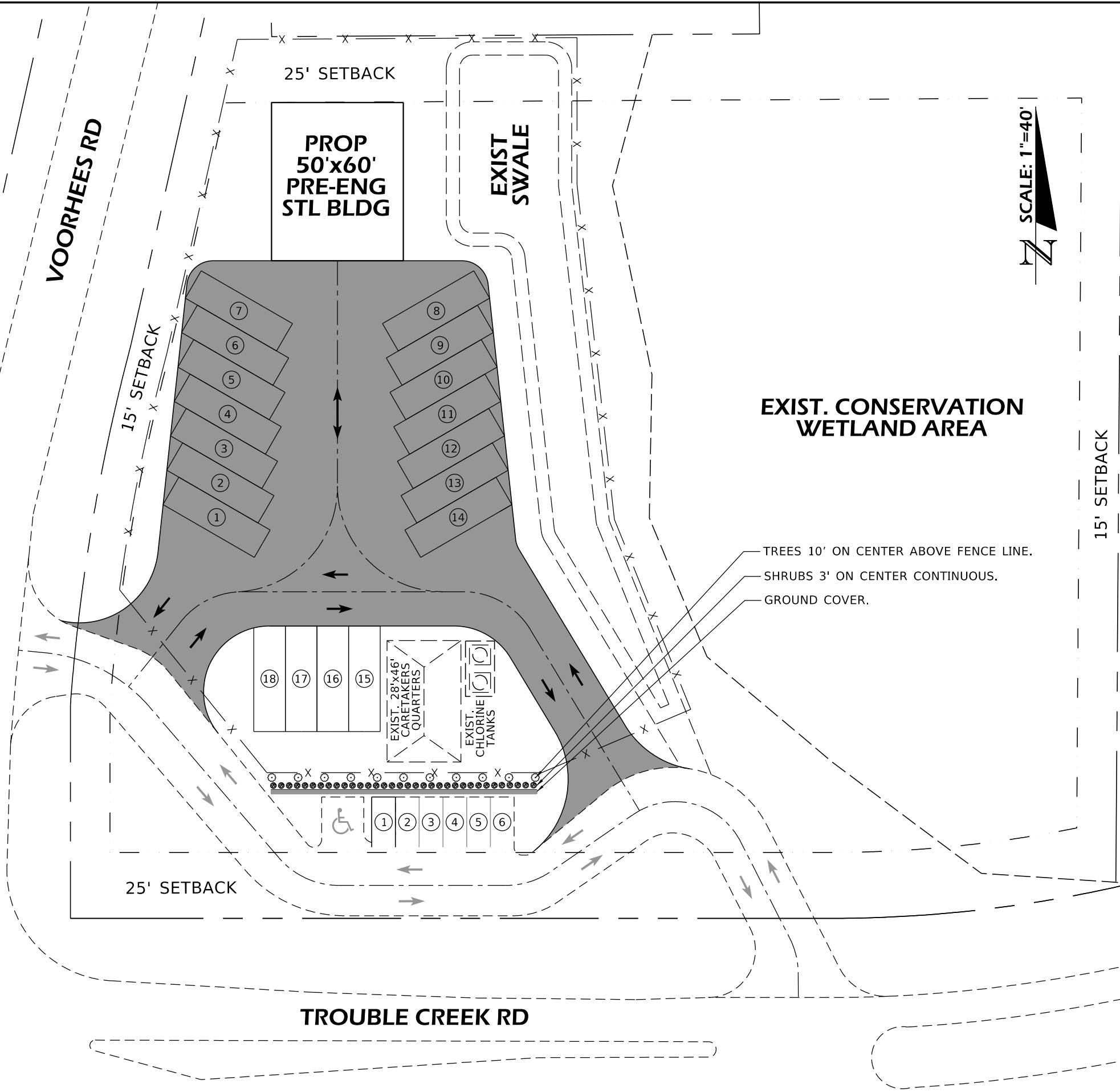
EXISTING OUTLET WEIR
1/2" = 1' - 0"

LEGEND:

- EXIST. PROP. LINE
- x - EXIST. FENCE LINE
- - - EXIST. SETBACK LINE
- - - Q OF ACCESSWAY
- █ PROP. DEVELOPED AREA LIMITS
- ← EXIST. TRAFFIC FLOW DIRECTION
- ↔ PROP. TRAFFIC FLOW DIRECTION
- Ⓢ PROP. 12' x 40' PARKING STALL



EXIST PERIMETER SCREENED FENCE
(SEE DETAIL ABOVE) NTS



ENGINEERING CONSULTANT:	REVIEWING AGENCY:	PROPERTY OWNER:	PROJECT:	DATE:	REVISION NO.:		
RJL PROFESSIONAL ASSOCIATES, LLC 4316 FOXGLEN LN, TAMPA, FL 33624 PHONE: (813) 455-6787 EMAIL: rjpalc@gmail.com RONALD J. LEDER, JR., P.E. #68160	CITY OF NEW PORT RICHEY PLANNING & DEVELOPMENT DEPT CITY HALL, 5919 MAIN ST, 1ST FLR NEW PORT RICHEY, FL 34652 PHONE: (727) 853-1044	ROBERT & DIANA BYRNES PHONE: (727) 271-5504 PROPERTY ADDRESS: 6727 TROUBLE CREEK ROAD NEW PORT RICHEY, FL 34653	REZONING MODIFICATION FOR VEHICULAR OUTDOOR STORAGE DRAWING TITLE: PROP. SITE PLAN IMPROVEMENTS	9/12/2023			
					DRAWING NO:		
					DWG - 6		





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, ICMA-CM, City Manager

DATE: 4/16/2024

RE: First Reading, Ordinance No. 2024-2296: Amending Chapter 7 of the LDC RE: Indoor Storage in C-2 Zoning District

REQUEST:

The request is for the City Council to conduct a first reading of an ordinance to allow indoor storage as a conditional use in the C-2 Zoning District.

DISCUSSION:

Under the City's current Code of Ordinances, storage facilities are not a permitted use in the C-2 Zoning District. Staff was recently contacted by a property owner whose business is within the C-2 Zoning District with a request to convert a non-conforming outdoor storage facility into an indoor storage facility. After review, it was the determination of staff that an indoor storage facility could be an asset to a neighborhood if the development standards ensure a quality, aesthetically pleasing development.

Staff presented the attached proposed ordinance to allow indoor storage in the C-2 Zoning District as a conditional use with development standards to the Land Development Review Board at their regularly scheduled meeting on March 21, 2024. The Land Development Review Board voted to approve the proposed ordinance with the additional requirement that outdoor storage is limited to 25% of the property.

RECOMMENDATION:

Staff recommends that City Council conduct a first reading of an ordinance to allow indoor storage as a conditional use in the C-2 Zoning District as requested.

BUDGET/FISCAL IMPACT:

No funding is required for this item.

ATTACHMENTS:

Description	Type
☐ Ordinance No. 2024-2296: Amending Chapter 7 of the LDC RE: Indoor Storage in C-2 Zoning District	Ordinance
☐ March 21, 2024 LDRB Draft Minutes	Backup Material

ORDINANCE NO. 2024-2296

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR AMENDMENT OF SECTION 7.08.01 OF CHAPTER 7 OF THE LAND DEVELOPMENT CODE, PERTAINING TO PERMITTED USES IN THE C-2 GENERAL COMMERCIAL ZONING DISTRICT; PROVIDING FOR A CONDITIONAL USE TO ALLOW INDOOR STORAGE; PROVIDING FOR DEVELOPMENT STANDARDS FOR SAID CONDITIONAL USE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, indoor storage is not a permitted use in the C-2 General Commercial zoning district;

WHEREAS, the C-2 zoning district serves neighborhood needs and an indoor storage facility would contribute to the residential uses in a neighborhood;

WHEREAS, requiring a conditional use approval for an indoor storage facility would help to ensure such use is compatible with the area in which it is placed and that it will be in harmony with the surrounding properties;

WHEREAS, this ordinance has been reviewed by the Land Development Review Board as required by law;

WHEREAS, notice of this ordinance has been provided as required by applicable law; and

WHEREAS, the New Port Richey City Council finds it necessary to implement these regulations to promote the health, safety, and welfare of the citizens of New Port Richey.

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

SECTION 1. Section 7.08.01 of Chapter 7 of the New Port Richey Land Development Code, pertaining to permitted uses in the C-2 General Commercial zoning district is hereby amended to allow a conditional use for indoor storage, as follows (strikeout text is deleted and underlined text is added):

7.08.01 Permitted and conditional uses

a. Permitted uses

1. All uses in the C-1 light general commercial zoning district to the maximum density.

2. Restaurants that provide dancing and live entertainment;
3. Establishments that provide sales of on-site and off-site consumption of alcoholic beverages;
4. Bowling alleys within a building. These bowling alleys shall not be within five hundred (500) feet of a residentially zoned district, unless such building can be constructed as to prevent the emission of sounds and vibrations that are emitted from such uses;
5. Garages and/or mechanical services;
6. Gas stations;
7. Restricted personal services;
8. Regional and community shopping centers and malls;
9. Music, radio and television stores and repair shops;
10. Swimming pools (commercial and private);
11. Churches, synagogues, temples or similar places of worship and their accessory uses;
12. Telecommunications towers; provided that such towers have not been abandoned (see chapter 17 of the Land Development Code);
13. Massage Salon;
14. All permitted uses in the office zoning district;
15. Urban agriculture (indoor crop production prohibited);
16. Medical marijuana treatment center dispensing facility;
17. Beer gardens, tap rooms and brewpubs.

b. Conditional uses

The following uses may be allowed upon approval for a conditional use by the city council in accordance with this code:

1. Indoor Storage with the following development standards as required by the city council:

i. The building façade and architectural style shall be compatible with the surrounding neighborhood;

ii. Additional landscaping abutting a public right-of-way shall be required;

iii. Any outdoor storage on the property shall be limited to no more than twenty-five (25%) percent of the property;

iv. Any outdoor storage on the property shall be limited to storage of small vessels and recreational vehicles, and shall be screened from the public right-of-way;

v. Any outdoor storage on the property may require a canopy to cover stored items underneath;

vi. A 6' fence or wall surrounding the property shall be required;

vii. Storage units shall not be used to operate a business or for occupancy of any kind;

viii. The parcel shall be a minimum of five (5) acres in size;

ix. No vehicle or vessel repairs shall be conducted on the property;

x. Adequate lighting shall be provided for security, but shall be directed away or shielded from any adjacent residential uses;

xi. Trash, radioactive or toxic substances, garbage, refuse, explosives or flammable materials, hazardous substances, animal carcasses or skins, or similar items shall not be stored on the site; and

xii. Reasonable hours of operation may be required to ensure harmony and compatibility with the surrounding residential uses.

SECTION 2. If any phrase or portion of this ordinance, or the particular application thereof, shall be held invalid or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases and their application shall not be affected thereby.

SECTION 3. Any ordinances, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. It is the intention of the City Council and it is hereby ordained that the provisions of this ordinance shall be codified and made a part of the New Port Richey City Code, and that the sections of this ordinance may be renumbered to accomplish such codification, and that the word ordinance may be changed to “section” to accomplish such codification.

SECTION 5. This ordinance shall become effective immediately upon its adoption as provided by law.

The above and foregoing ordinance was read and approved on first reading at duly convened meeting of the City Council of the City of New Port Richey, Florida this ____ day of ____, 2024.

The above and foregoing ordinance was read and approved on second reading at 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

APPROVED AS TO FORM

By: _____
Timothy P. Driscoll, City Attorney
CA Approved 4-4-24



LAND DEVELOPMENT REVIEW BOARD - MINUTES
CITY OF NEW PORT RICHEY
NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA
March 21, 2024
2:00 PM

Chairman John Grey called the March 21, 2024 Land Development Review Board (LDRB) public meeting and hearing to order at 2:22 pm.

Mr. Grey led the pledge of allegiance.

Mr. Grey requested a roll call of members present be conducted and Lisa Algiere stated the following persons were in attendance constituting a quorum.

Members in Attendance

John Grey
Dr. Donald Cadle
Robert Smallwood
Marilyn deChant

Staff in Attendance

Lisa Algiere, Senior Planner
Gina Drake, Development Tech

Dr. Cadle made a motion to approve the minutes as presented. Mr. Smallwood seconded the motion. The motion was approved unanimously.

Case: Ordinance – Indoor Storage as a Conditional Use in the C-2 District

Lisa Algiere presented the staff report. She informed the board that there is a request to allow an indoor storage facility in the C-2 zoning district. Currently, storage facilities are not a permitted use in the C-2 district. An indoor storage facility could be an asset to a neighborhood if the development standards ensure a quality, aesthetically pleasing development. Ms. Algiere presented the proposed ordinance that would allow indoor storage in the C-2 district as a conditional use with development standards.

The board members discussed the development standards and the amount of outdoor storage that would be allowed.

Dr. Cadle made a motion to recommend approval of the ordinance as presented with the additional requirement that the outdoor storage is limited to 25% of the property. Mr. Smallwood seconded the motion. The motion was approved unanimously 4-0.

Case: Ordinance – Reduce Side Yard Setback for Corner Residential Lots

Lisa Algiere presented the staff report. She informed the board that there are numerous variance requests to reduce the side yard setback on corner lots. The current setback for a side yard abutting a street is 25 feet. Most lots are 50 foot in width which limits the size of house to be built. The proposed ordinance would require a 10' side yard setback for abutting streets. Additionally, a garage facing a side abutting street with a driveway would require an 18 foot setback to accommodate space for parking.

Dr. Cadle made a motion to recommend approval of the ordinance. Mr. Smallwood seconded the motion. The motion was approved unanimously 4-0.

Meeting adjourned at 2:42 pm

DRAFT



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, ICMA-CM, City Manager

DATE: 4/16/2024

RE: First Reading, Ordinance No. 2024-2287: Amending Section 10.06 of the City Charter RE: Corporate Boundaries

REQUEST:

The request is for the City Council to conduct a first reading and approve an ordinance related to amending Section 10.06 of the City Charter pertaining to the boundaries of the city and providing for revised city boundaries.

DISCUSSION:

The purpose of this agenda item is to bring the legal description of the city up to date. Over the course of time several annexations have occurred which have not been reflected in the legal description of the city. Therefore, based on the annexations an amended legal description has been prepared which describes the city and it is presented as Exhibit A.

Section 10.06 of the City Charter establishes the boundaries of the city, this request advances that Exhibit A shall replace Ordinance No. 1743. Ordinance No. 1743 provides a legal description of the city which was ratified in April of 2005 and reflected the boundaries of the city at that time. There has not been an update to the legal description of the city since that time.

Incidentally, the property which was annexed after April of 2005 is outlined in red on the second attachment to this communication with all other properties remaining unchanged.

RECOMMENDATION:

The recommendation is as follows. First, it is for the City Council to conduct a reading and approve the ordinance in respect to amending the boundaries of the city. Secondly, it is to schedule the second reading of the ordinance for May 7, 2024.

BUDGET/FISCAL IMPACT:

At this time there is no financial impact associated with this agenda item.

ATTACHMENTS:

Description	Type
☐ Ordinance No. 2024-2287: Amending Section 10.06 of the City Charter RE: Corporate Boundaries	Ordinance
☐ Aerial View of Additional Parcels	Backup Material

ORDINANCE NO. 2024-2287

**AN ORDINANCE OF THE CITY OF NEW PORT RICHEY,
FLORIDA, PROVIDING FOR AMENDMENT OF SECTION
10.06 OF THE CITY CHARTER, PERTAINING TO THE
BOUNDARIES OF THE CITY; PROVIDING FOR A REVISED
EXHIBIT “A” ESTABLISHING THE CITY BOUNDARIES
PURSUANT TO ANNEXATION OF UNINCORPORATED
PROPERTY WITHIN PASCO COUNTY, FLORIDA;
PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN
EFFECTIVE DATE.**

WHEREAS, the city has annexed property into the city limits of the City of New Port Richey, Florida;

WHEREAS, Section 10.06 of the City Charter establishes the boundaries of the City, and is subject to amendment as provided by law;

WHEREAS, Chapter 171 Florida Statutes, provides the exclusive process for municipal annexation of properties located within unincorporated areas, meeting the requirements for annexation;

WHEREAS, the City Council has approved annexation of certain properties within the unincorporated area of the county as provided by law;

WHEREAS, the boundaries of the city need to be amended as legally described in Exhibit “A” attached hereto as a result of the annexation of properties in the unincorporated area of the county; 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. Charter Amendment. Section 10.06 of the City Charter, pertaining to the legal boundaries of the city, is hereby amended by revising and replacing Exhibit “A” attached thereto as provided in Exhibit “A” attached to this Ordinance.

SECTION 2. Recording. The revision of the charter shall be filed with the Department of State within 30 days of the effective date, with a copy provided to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 3. 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 4. 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 5. Effective Date. This ordinance shall take effect immediately upon its adoption as provided by law.

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, CMC, 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 3-6-24

THIS IS NOT A FIELD SURVEY

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY.

BEARINGS ARE BASED UPON THE E LINE OF SEC 31-25S-16E, BEING N00°19'40"W.

LEGAL DESCRIPTION: [SEE SHEET 58 FOR POINT OF BEGINNING – RELATED CALLS SHOWN AS "(L1)"]

BEGIN AT THE SE CORNER, SECTION 31, TOWNSHIP 25 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA; THENCE ALONG THE EAST LINE, SAID SECTION 31, N00°19'40"W, FOR 327.76 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE, JERIVERNE PLAZA, RECORDED IN PLAT BOOK 6, PAGE 56, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY EXTENSION AND SOUTH LINE, S89°58'41"W, FOR 326.97 FEET TO THE EAST LINE, GRAND VIEW PARK SUBDIVISION SECTION ONE, RECORDED IN PLAT BOOK 4, PAGE 77, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, N00°21'42"W, FOR 257.51 FEET TO THE SOUTH LINE, LOT 41, SAID GRAND VIEW PARK SUBDIVISION SECTION ONE; THENCE ALONG SAID SOUTH LINE, S89°39'23"W, FOR 125.03 FEET TO THE EAST RIGHT-OF-WAY, MORNINGSTAR LANE; THENCE ALONG SAID EAST RIGHT-OF-WAY, N00°23'14"W, FOR 60.13 FEET TO THE NORTH LINE AFORESAID LOT 41, GRAND VIEW PARK SUBDIVISION SECTION ONE; THENCE ALONG SAID NORTH LINE, N89°42'49"E, FOR 125.03 FEET TO THE EAST LINE, SAID GRAND VIEW PARK SUBDIVISION SECTION ONE; THENCE ALONG SAID EAST LINE GRAND VIEW PARK SUBDIVISION SECTION ONE, N00°21'27"W, FOR 180.25 FEET TO THE SOUTH LINE, LOT 45 SAID GRAND VIEW PARK SUBDIVISION SECTION ONE; THENCE ALONG SAID SOUTH LINE, LOT 45, S89°39'23"W, FOR 125.06 FEET TO THE EAST RIGHT-OF-WAY, MORNINGSTAR LANE; THENCE ALONG SAID EAST RIGHT-OF-WAY, N00°22'48"W, FOR 240.26 FEET TO THE NORTH LINE, LOT 48, AFORESAID GRAND VIEW PARK SUBDIVISION SECTION ONE; THENCE ALONG SAID NORTH LINE, N89°35'57"E, FOR 125.07 FEET TO THE EAST LINE, AFORESAID GRAND VIEW PARK SUBDIVISION SECTION ONE; THENCE ALONG SAID EAST LINE, N00°21'55"W, FOR 220.63 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY, MORNINGSTAR LANE; THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY, S43°26'14"W, FOR 160.44 FEET; THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY, S75°48'20"W, FOR 93.29 FEET TO THE SOUTH RIGHT-OF-WAY, GRANDVIEW AVENUE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, N83°04'22"W, FOR 363.78 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY, N72°21'07"W, FOR 79.16 FEET TO THE SOUTH RIGHT-OF-WAY, GRANDVIEW AVENUE AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, NORTHWESTERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF S65°16'22"W, HAVING A RADIUS OF 125.06 FEET, A CENTRAL ANGLE OF 65°22'17", AN ARC LENGTH OF 142.69 FEET, AND A CHORD BEARING N57°24'46"W FOR 135.08 FEET, TO THE POINT OF TANGENT; THENCE CONTINUE, S89°52'35"W, FOR 231.53 FEET TO AN EAST LINE, OYSTER BAYOU RECORDED IN PLAT BOOK 26, PAGE 43, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, S00°28'31"E, FOR 275.01 FEET TO THE SOUTH LINE, SAID OYSTER BAYOU; THENCE ALONG SAID SOUTH LINE, N89°28'30"W, FOR 327.45 FEET TO THE WEST LINE, SAID OYSTER BAYOU; THENCE ALONG SAID WEST LINE, N00°31'52"W, FOR 954.04 FEET TO THE NORTH LINE, SAID OYSTER BAYOU; THENCE ALONG SAID NORTH LINE, S89°54'53"E, FOR 756.13 FEET TO AN EAST LINE, SAID OYSTER BAYOU; THENCE ALONG SAID EAST LINE, S00°27'20"E, FOR 656.27 FEET TO THE NORTH LINE, LOT 56, AFORESAID GRAND VIEW PARK SUBDIVISION SECTION ONE; THENCE ALONG SAID NORTH LINE, EAST, FOR 58.19 FEET TO THE EAST LINE, SAID LOT 56; THENCE ALONG SAID EAST LINE, S06°46'57"W, FOR 77.79 FEET TO THE NORTH RIGHT-OF-WAY, GRANDVIEW AVENUE; THENCE ALONG SAID NORTH RIGHT-OF-WAY, S83°04'07"E, FOR 320.06 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHERLY; THENCE CONTINUE, EASTERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF N07°09'21"E, HAVING A RADIUS OF 59.46 FEET, A CENTRAL ANGLE OF 53°43'53", AN ARC LENGTH OF 55.76 FEET, AND A CHORD BEARING N70°17'25"E FOR 53.74 FEET, TO THE POINT OF TANGENT AND

[CONTINUED ON NEXT SHEET]

NOTE: THE GEOMETRY PERTAINING TO THE PARCEL OF LAND DESCRIBED HEREIN IS BASED SOLELY UPON INFORMATION OBTAINED FROM THE PASCO COUNTY PROPERTY APPRAISER'S OFFICE, THE CITY OF NEW PORT RICHEY AND THE RECORD DOCUMENTS NOTED HEREON AND IS SUBJECT TO AN ACCURATE BOUNDARY SURVEY.

PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: NONE	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



FLORIDA DESIGN
CONSULTANTS, INC.
— THINK IT. ACHIEVE IT. —

20525 AMBERFIELD DRIVE, SUITE 201, LAND O LAKES, FLORIDA 34638
PHONE: (800) 532 - 1047 FAX: (727) 848 - 3648 WWW.FLDESIGN.COM L.B. NO.6707

NOT VALID WITHOUT ORIGINAL
SIGNATURE AND SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER
CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH

JARED T. PATENAUE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

THIS IS NOT A FIELD SURVEY

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY.

BEARINGS ARE BASED UPON THE E LINE OF SEC 31-25S-16E, BEING N00°19'40"W.

[CONTINUED FROM PREVIOUS SHEET]

THE NORTHWESTERLY RIGHT-OF-WAY MORNINGSTAR DRIVE; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY, N43°27'01"E, FOR 134.82 FEET; THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY, N36°35'07"E, FOR 27.37 FEET; THENCE N84°58'33"E, FOR 28.76 FEET TO THE NORTH RIGHT-OF-WAY, AVERY ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY, EAST, FOR 54.56 FEET; THENCE CONTINUE, S00°21'29"E, FOR 10.00 FEET; THENCE CONTINUE, S89°58'20"E, FOR 258.00 FEET TO THE WEST RIGHT-OF-WAY, OELSNER STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY, N00°19'00"W, FOR 130.00 FEET TO THE SOUTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4413, PAGE 604, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, N89°55'42"W, FOR 100.00 FEET TO THE WEST LINE, SAID LANDS; THENCE ALONG SAID WEST LINE, N00°18'23"W, FOR 70.13 FEET TO THE SOUTH LINE, JANCZLIK SUBDIVISION, RECORDED IN PLAT BOOK 10, PAGE 129, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, N89°55'58"W, FOR 212.72 FEET; THENCE CONTINUE, S00°14'12"E, FOR 15.13 FEET; THENCE CONTINUE, WEST, FOR 51.41 FEET TO THE WEST LINE, AFORESAID JANCZLIK SUBDIVISION; THENCE ALONG SAID WEST LINE, N00°23'20"W, FOR 455.76 FEET TO THE NORTH LINE, SAID JANCZLIK SUBDIVISION; THENCE ALONG SAID NORTH LINE, S89°54'20"E, FOR 379.59 FEET TO THE NORTH LINE, JASMIN ACRES, RECORDED IN PLAT BOOK 4, PAGE 112, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE, S89°48'40"E, FOR 985.13 FEET TO THE WEST LINE, D.H. CRYMBLE'S SUBDIVISION RECORDED IN PLAT BOOK 5, PAGE 11, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, N00°10'41"W, FOR 100.50 FEET TO THE NORTH LINE, SOUTHERLY 100 FEET, BLOCK A, SAID D.H. CRYMBLE'S SUBDIVISION; THENCE ALONG SAID NORTH LINE, S89°34'13"E, FOR 100.00 FEET TO THE WEST LINE, LOTS 9 & 8, RESPECTIVELY, SAID D.H. CRYMBLE'S SUBDIVISION THENCE ALONG SAID WEST LINE, N00°11'28"W, FOR 121.75 FEET TO THE NORTH LINE, SAID LOT 8; THENCE ALONG SAID NORTH LINE, EAST, FOR 158.69 FEET TO THE WEST RIGHT-OF-WAY, U.S. HIGHWAY 19 AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY; THENCE ALONG SAID WEST RIGHT-OF-WAY, NORTHERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF S84°33'30"E, HAVING A RADIUS OF 2,928.54 FEET, A CENTRAL ANGLE OF 06°25'58", AN ARC LENGTH OF 328.79 FEET, AND A CHORD BEARING N08°39'29"E FOR 328.62 FEET, TO THE POINT OF TANGENT AND THE EAST LINE, LOTS 2 & 1, RESPECTIVELY, AFORESAID D.H. CRYMBLE'S SUBDIVISION; THENCE ALONG SAID EAST LINE, N00°14'42"W, FOR 95.00 FEET; THENCE LEAVING SAID LINE, N09°38'11"W, FOR 30.43 FEET TO THE WEST RIGHT-OF-WAY, PIER ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY, N00°00'10"W, FOR 1303.38 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE, NEW PORT RICHEY ESTATES RECORDED IN PLAT BOOK 3, PAGE 79, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY EXTENSION AND NORTH LINE, S89°33'52"E, FOR 624.67 FEET TO THE PORT RICHEY CITY LIMITS; THENCE ALONG SAID PORT RICHEY CITY LIMITS, S52°57'41"E, FOR 199.43 FEET; THENCE CONTINUE, S49°57'28"E, FOR 122.99 FEET; THENCE CONTINUE, S60°11'19"E, FOR 186.82 FEET; THENCE CONTINUE, S56°03'25"E, FOR 270.88 FEET; THENCE CONTINUE, S66°27'29"E, FOR 292.30 FEET; THENCE CONTINUE, S59°59'22"E, FOR 177.19 FEET; THENCE CONTINUE, S16°09'45"E, FOR 155.26 FEET; THENCE CONTINUE, S18°40'23"W, FOR 168.76 FEET; THENCE CONTINUE, S58°19'29"W, FOR 152.35 FEET; THENCE CONTINUE, S78°49'22"W, FOR 222.47 FEET; THENCE CONTINUE, S88°11'18"W, FOR 138.38 FEET; THENCE CONTINUE, S62°16'00"W, FOR 139.14 FEET; THENCE CONTINUE, S25°00'07"W, FOR 35.86 FEET TO THE NORTHWESTERLY EXTENSION, THE SOUTH LINE, LOT 3, SUNSET POINT ADDITION NO. 2, RECORDED IN PLAT BOOK 5, PAGE 8, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, S49°35'50"E, FOR 203.71 FEET TO THE NORTH LINE, SOUTH 1/2, SECTION 32, TOWNSHIP 25 SOUTH, RANGE 16 EAST; THENCE ALONG SAID NORTH LINE, N89°43'42"E, FOR 719.69 FEET; THENCE

[CONTINUED ON NEXT SHEET]

PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: NONE	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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NOT VALID WITHOUT ORIGINAL
SIGNATURE AND SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER
CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH

JARED T. PATENAUDE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

THIS IS NOT A FIELD SURVEY

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY.

BEARINGS ARE BASED UPON THE E LINE OF SEC 31-25S-16E, BEING N00°19'40"W.

[CONTINUED FROM PREVIOUS SHEET]

CONTINUE, N89°48'13"E, FOR 766.04 FEET TO THE NORTHERLY EXTENSION, THE EAST RIGHT-OF-WAY, WASHINGTON STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY, S00°07'30"E, FOR 544.00 FEET TO THE NORTH LINE, LOT 25, BLOCK 2, NEWPORT VILLA CORPORATION'S REVISED PLAT OF ORANGE GROVE PARK, RECORDED IN PLAT BOOK 2, PAGE 50, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE, S87°59'24"E, FOR 142.56 FEET TO THE EAST LINE, SAID LOT 25; THENCE ALONG SAID EAST LINE, S00°20'38"E, FOR 62.50 FEET TO THE CENTERLINE OF AN ALLEY VACATED IN OFFICIAL RECORDS BOOK 1845, PAGE 1826, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID CENTERLINE, S88°59'49"W, FOR 142.80 FEET TO THE EAST RIGHT-OF-WAY, WASHINGTON STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY, S00°05'54"E, FOR 711.00 FEET TO THE NORTH RIGHT-OF-WAY, CASSON AVENUE; THENCE ALONG SAID NORTH RIGHT-OF-WAY, WEST, FOR 25.00 FEET TO THE FEET TO THE WEST LINE, VENSETTA PARK, RECORDED IN PLAT BOOK 4, PAGE 46, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, S00°06'23"E, FOR 538.88 FEET; THENCE CONTINUE, S00°06'51"E, FOR 31.38; THENCE CONTINUE, S00°06'23"E, FOR 739.75 FEET TO THE NORTH RIGHT-OF-WAY, MASSACHUSETTS AVENUE; THENCE ALONG SAID NORTH RIGHT-OF-WAY, S89°53'51"E, FOR 1,325.88 FEET TO THE EAST LINE, SECTION 33, TOWNSHIP 25 SOUTH, RANGE 16 EAST; THENCE N68°01'01"E, FOR 26.38 FEET TO THE INTERSECTION, THE EAST RIGHT-OF-WAY, MADISON AVENUE AND THE NORTH RIGHT-OF-WAY, MASSACHUSETTS AVENUE; THENCE ALONG SAID NORTH RIGHT-OF-WAY, S89°32'46"E, FOR 441.89 FEET TO THE EAST RIGHT-OF-WAY, MARMOSET STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY, N00°05'40"W, FOR 284.38 FEET TO THE SOUTH RIGHT-OF-WAY, ANTRIM STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, S89°28'29"E, FOR 381.83 FEET TO THE WEST RIGHT-OF-WAY, PILCHARD STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY, S00°06'03"E, FOR 283.88 FEET TO THE NORTH RIGHT-OF-WAY, MASSACHUSETTS AVENUE; THENCE ALONG SAID NORTH RIGHT-OF-WAY, S89°36'35"E, FOR 110.10 FEET TO THE WEST LINE, LOT 18, BLOCK A, SASS SUBDIVISION, PLAT BOOK 2, PAGE 71, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, N00°05'24"W, FOR 139.38 FEET TO THE NORTH LINE, LOTS 18 & 19 RESPECTIVELY, BLOCK A, SAID SASS SUBDIVISION; THENCE ALONG SAID NORTH LINE, S89°47'06"E, FOR 99.97 FEET TO THE EAST LINE LOT 19, BLOCK A, SAID SASS SUBDIVISION; THENCE ALONG SAID EAST LINE, S00°08'27"E, FOR 139.88 FEET TO THE NORTH RIGHT-OF-WAY, MASSACHUSETTS AVENUE; THENCE ALONG SAID NORTH RIGHT-OF-WAY, S89°35'47"E, FOR 53.25 FEET TO THE WEST LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4791, PAGE 477, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, N00°03'50"W, FOR 196.25 FEET TO THE SOUTH RIGHT-OF-WAY, VIOLA LANE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, S89°38'30"E, FOR 59.97 FEET TO THE EAST LINE, LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 4791, PAGE 477; THENCE ALONG SAID EAST LINE, S00°04'23"E, FOR 196.38 FEET TO THE NORTH RIGHT-OF-WAY, MASSACHUSETTS AVENUE; THENCE ALONG SAID NORTH RIGHT-OF-WAY, S89°34'50"E, FOR 119.53 FEET TO THE WEST RIGHT-OF-WAY, VAN BUREN STREET; THENCE S89°38'31"E, FOR 40.00 FEET TO THE EAST RIGHT-OF-WAY, VAN BUREN STREET; THENCE ALONG THE NORTH RIGHT-OF-WAY, MASSACHUSETTS AVENUE, S89°32'32"E, FOR 312.95 FEET; THENCE CONTINUE, NORTH, FOR 5.00 FEET; THENCE CONTINUE, S89°35'26"E, FOR 349.76 FEET TO THE WEST LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6414, PAGE 1072, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, N00°02'38"W, FOR 204.38 FEET TO THE NORTH LINE, SAID LANDS; THENCE ALONG SAID NORTH LINE, S89°42'49"E, FOR 200.00 FEET TO THE EAST LINE, SAID LANDS; THENCE ALONG SAID EAST LINE, S00°00'30"E, FOR 215.13 FEET TO THE NORTH RIGHT-OF-WAY, MASSACHUSETTS AVENUE; THENCE ALONG SAID NORTH RIGHT-OF-WAY, S89°35'43"E, FOR 123.88 FEET; THENCE CONTINUE, NORTH, FOR 5.00 FEET; THENCE CONTINUE, S89°34'12"E, FOR

[CONTINUED ON NEXT SHEET]

PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

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BEARINGS ARE BASED UPON THE E LINE OF SEC 31-25S-16E, BEING N00°19'40"W.

[CONTINUED FROM PREVIOUS SHEET]

99.94 FEET; THENCE CONTINUE, NORTH, FOR 5.00 FEET; THENCE CONTINUE, S89°33'25"E, FOR 177.79 FEET; THENCE CONTINUE, N35°29'15"E, FOR 20.72 FEET TO THE WEST RIGHT-OF-WAY, CONGRESS STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY, N00°01'41"E, FOR 448.13 FEET TO THE SOUTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5286, PAGE 1534, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, N89°27'49"W, FOR 413.96 FEET TO THE EAST LINE, WOODLAND HILLS AS RECORDED IN PLAT BOOK 8, PAGE 71, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, N00°00'52"W, FOR 495.50 FEET TO THE NORTH LINE, WOODLAND HILLS; THENCE ALONG SAID NORTH LINE, N89°26'45"W, FOR 219.76 FEET TO THE EAST LINE, EAST 1/2, WEST 1/2, TRACT 57, SECTION 33, TOWNSHIP 25 SOUTH, RANGE 16 EAST, PORT RICHEY LAND COMPANY SUBDIVISION, RECORDED IN PLAT BOOK 1, PAGE 61, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, N00°00'59"E, FOR 328.38 FEET TO THE SOUTH LINE, THE PINES OF NEW PORT RICHEY RECORDED IN PLAT BOOK 22, PAGE 31, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, N89°35'12"W, FOR 658.64 FEET TO THE WEST LINE, SAID THE PINES OF NEW PORT RICHEY; THENCE ALONG SAID WEST LINE, N00°01'57"W, FOR 331.13 FEET TO THE NORTH LINE, SAID THE PINES OF NEW PORT RICHEY; THENCE ALONG SAID NORTH LINE, S89°32'19"E, FOR 1,288.07 FEET; THENCE S89°44'23"E, FOR 55.03 FEET TO THE EAST RIGHT-OF-WAY, CONGRESS STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY, N00°01'01"E, FOR 210.25 FEET TO THE SOUTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7112, PAGE 571, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, N89°39'58"E, FOR 150.16 FEET TO THE EAST LINE, SAID LANDS; THENCE ALONG SAID EAST LINE, N00°01'48"W, FOR 239.25 FEET TO THE NORTH LINE, SAID LANDS; THENCE ALONG SAID NORTH LINE, S89°57'08"W, FOR 149.94 FEET TO THE EAST RIGHT-OF-WAY, CONGRESS STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY, N00°01'26"E, FOR 315.40 FEET; THENCE, N88°59'01"W, FOR 55.02 FEET TO THE SOUTH LINE, LOT 43, HILLANDALE UNIT ONE, RECORDED IN PLAT BOOK 10, PAGE 127, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, N89°24'36"W, FOR 84.97 FEET TO THE WEST LINE, LOTS 43 THROUGH 45, RESPECTIVELY, SAID HILLANDALE UNIT ONE; THENCE ALONG SAID WEST LINE, N00°01'06"E, FOR 194.00 FEET TO THE SOUTH RIGHT-OF-WAY, BANDERA AVENUE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, S89°24'37"E, FOR 85.00 FEET TO THE WEST RIGHT-OF-WAY, CONGRESS STREET; THENCE N74°59'15"E, FOR 56.94 FEET TO THE EAST RIGHT-OF-WAY, CONGRESS STREET; THENCE N00°10'16"W, FOR 14.99 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4, SECTION 33, TOWNSHIP 25 SOUTH, RANGE 16 EAST; THENCE ALONG SAID SOUTH LINE, N89°49'36"E, FOR 872.64 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE, GLENGARRY PARK, RECORDED IN PLAT BOOK 13, PAGE 82, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY EXTENSION AND EAST LINE, N00°01'44"W, FOR 990.50 FEET TO THE NORTH LINE SAID GLENGARRY PARK; THENCE ALONG SAID NORTH LINE, S89°48'58"W, FOR 233.56 FEET TO THE WEST LINE, WEST 1/2, TRACT 13, SECTION 33, TOWNSHIP 25 SOUTH, RANGE 16 EAST, AFORESAID PORT RICHEY LAND COMPANY SUBDIVISION; THENCE ALONG SAID WEST LINE, N00°50'07"E, FOR 330.16 FEET TO THE SOUTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1849, PAGE 1214, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, S89°48'38"W, FOR 642.82 FEET TO THE EAST RIGHT-OF-WAY, CONGRESS STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY, N00°04'44"E, FOR 181.63 FEET TO THE SOUTH LINE OF THE NORTH 148.5 FEET OF TRACT 8, SECTION 33, TOWNSHIP 25 SOUTH, RANGE 16 EAST, AFORESAID PORT RICHEY LAND COMPANY SUBDIVISION; THENCE ALONG SAID SOUTH LINE, N89°48'38"E, FOR 642.91 FEET TO THE WEST LINE, AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5127, PAGE 1019; THENCE ALONG SAID WEST LINE,

[CONTINUED ON NEXT SHEET]

PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

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BEARINGS ARE BASED UPON THE E LINE OF SEC 3I-25S-16E, BEING N00°19'40"W.

[CONTINUED FROM PREVIOUS SHEET]

N00°06'31"E, FOR 148.50 FEET TO THE SOUTH LINE, ORETO AND FRANCINE COMMERCIAL CENTER FIRST ADDITION RECORDED IN PLAT BOOK 23, PAGE 131, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, S89°48'38"W, FOR 642.97 FEET TO THE EAST RIGHT-OF-WAY, CONGRESS STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY, N00°18'53"W, FOR 330.26 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE, HILLENDALE UNIT FOUR, RECORDED IN PLAT BOOK 15, PAGE 66, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY EXTENSION AND NORTH LINE, N89°45'00"W, FOR 685.60 FEET TO THE EAST LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5342, PAGE 498, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, N00°01'37"E, FOR 264.63 FEET TO THE NORTH LINE, SAID LANDS; THENCE ALONG SAID NORTH LINE, N89°31'25"W, FOR 330.67 FEET TO THE WEST LINE, SAID LANDS; THENCE ALONG SAID WEST LINE, S00°04'27"W, FOR 265.25 FEET TO THE NORTH LINE, AFORESAID HILLENDALE UNIT FOUR; THENCE ALONG SAID NORTH LINE, N89°45'40"W, FOR 749.63 FEET TO THE WEST LINE, THE EAST 32 FEET, LOT 486, SAID HILLENDALE UNIT FOUR; THENCE ALONG SAID WEST LINE, S00°16'39"W, FOR 83.88 FEET TO THE NORTH RIGHT-OF-WAY, LANGSTON AVENUE; THENCE ALONG SAID NORTH RIGHT-OF-WAY, N89°46'08"W, FOR 31.00 FEET TO THE WEST LINE, AFORESAID HILLENDALE UNIT FOUR; THENCE ALONG SAID WEST LINE, S00°15'02"W, FOR 50.00 FEET; THENCE CONTINUE, S89°41'24"E, FOR 23.09 FEET; THENCE CONTINUE, S00°01'14"W, FOR 523.13 FEET TO THE SOUTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1305, PAGE 830, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, N89°01'50"W, FOR 450.69 FEET TO THE WEST LINE, SAID LANDS AND OFFICIAL RECORDS BOOK 1730, PAGE 154, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, N00°10'14"W, FOR 955.50 FEET TO THE SOUTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7851, PAGE 539 AND OFFICIAL RECORDS BOOK 4674, PAGE 692, BOTH IN THE PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, S89°27'02"E, FOR 299.73 FEET TO THE EAST LINE, SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4674, PAGE 692 ; THENCE ALONG SAID EAST LINE AND IT'S NORTHERLY EXTENSION, N00°04'00"E, FOR 385.75 FEET TO THE NORTH RIGHT-OF-WAY, PINEHILL ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY, S89°38'34"E, FOR 140.59 FEET; THENCE CONTINUE, S00°32'14"W, FOR 10.00 FEET; THENCE CONTINUE, S89°37'35"E, FOR 766.99 FEET TO THE WEST LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4265, PAGE 503, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, N00°38'40"E, FOR 150.01 FEET TO THE NORTH LINE, SAID LANDS; THENCE ALONG SAID NORTH LINE, S89°36'12"E, FOR 90.28 FEET TO THE EAST LINE, SAID LANDS; THENCE ALONG SAID EAST LINE, S00°39'23"W, FOR 150.01 FEET TO THE NORTH RIGHT-OF-WAY, PINEHILL ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY, S89°38'05"E, FOR 882.39 FEET TO THE WEST RIGHT-OF-WAY, CONGRESS STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY, N00°47'24"E, FOR 315.03 FEET TO THE WESTERLY EXTENSION, THE NORTH LINE, AFORESAID ORETO AND FRANCINE COMMERCIAL CENTER; THENCE ALONG SAID WESTERLY EXTENSION AND NORTH LINE, N89°41'52"E, FOR 474.07 FEET TO THE EAST LINE, SAID ORETO AND FRANCINE COMMERCIAL CENTER; THENCE ALONG SAID EAST LINE, S00°40'33"W, FOR 331.15 FEET TO THE NORTH LINE, SAID ORETO AND FRANCINE COMMERCIAL CENTER; THENCE ALONG SAID NORTH LINE, N89°49'38"E, FOR 248.84 FEET TO THE EAST LINE, SAID ORETO AND FRANCINE COMMERCIAL CENTER; THENCE ALONG SAID EAST LINE, S06°26'36"E, FOR 389.59 FEET TO THE NORTH RIGHT-OF-WAY, ORCHID LAKE ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY, N67°38'06"E, FOR 77.86 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY; THENCE CONTINUE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF N22°19'39"W, HAVING A RADIUS OF 323.11 FEET, A CENTRAL ANGLE OF 34°00'09", AN ARC LENGTH OF 191.75 FEET, AND A CHORD BEARING N50°40'17"E FOR 188.95 FEET, TO THE POINT OF TANGENT; THENCE

[CONTINUED ON NEXT SHEET]

PREPARED FOR:

CITY OF NEW PORT RICHEY

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FLORIDA DESIGN
CONSULTANTS, INC.

— THINK IT. ACHIEVE IT. —

20525 AMBERFIELD DRIVE, SUITE 201, LAND O LAKES, FLORIDA 34638
PHONE: (800) 532 - 1047 FAX: (727) 848 - 3648 WWW.FLDESIGN.COM L.B. NO.6707

NOT VALID WITHOUT ORIGINAL
SIGNATURE AND SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER
CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH

JARED T. PATENAUDE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

THIS IS NOT A FIELD SURVEY

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY.

BEARINGS ARE BASED UPON THE E LINE OF SEC 3I-25S-16E, BEING N00°19'40"W.

[CONTINUED FROM PREVIOUS SHEET]

CONTINUE, N33°46'56"E, FOR 134.60 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY; THENCE CONTINUE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF S56°09'08"E, HAVING A RADIUS OF 161.23 FEET, A CENTRAL ANGLE OF 42°07'51", AN ARC LENGTH OF 118.56 FEET, AND A CHORD BEARING N54°54'47"E FOR 115.91 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY; THENCE CONTINUE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF N19°53'10"W, HAVING A RADIUS OF 213.14 FEET, A CENTRAL ANGLE OF 23°43'49", AN ARC LENGTH OF 88.28 FEET, AND A CHORD BEARING N58°14'55"E FOR 87.65 FEET, TO THE POINT OF TANGENT; THENCE CONTINUE N66°30'37"E, FOR 75.88 FEET TO THE SOUTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4107, PAGE 855, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, S89°47'30"W, FOR 375.91 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE, FRANK & CAROLE ORETO COMMERCIAL PARK, RECORDED IN PLAT BOOK 28, PAGE 110, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY EXTENSION AND EAST LINE, N00°39'17"E, FOR 585.16 FEET TO THE NORTH LINE, SAID FRANK & CAROLE ORETO COMMERCIAL PARK; THENCE ALONG SAID NORTH LINE, N89°50'25"E, FOR 448.53 FEET TO THE WEST LINE, ORCHID LAKE WEST RECORDED IN PLAT BOOK 26, PAGE 81, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, S00°32'03"W, FOR 599.90 FEET TO THE WEST LINE, TRACT 3, SECTION 33, TOWNSHIP 25 SOUTH, RANGE 16 EAST, AFORESAID PORT RICHEY LAND COMPANY SUBDIVISION; THENCE ALONG SAID WEST LINE, S00°07'10"W, FOR 990.38 FEET TO THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 971, PAGE 1308, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, S00°07'09"W, FOR 330.25 FEET TO THE SOUTH LINE OF SAID LANDS; THENCE ALONG SAID SOUTH LINE, N89°48'39"E, FOR 1,325.29 FEET TO THE EAST LINE, SECTION 33, TOWNSHIP 25 SOUTH, RANGE 16 EAST; THENCE ALONG SAID EAST LINE, S00°09'21"E, FOR 1,297.75 FEET; THENCE CONTINUE, S00°26'32"W, FOR 1,680.05 FEET TO THE SOUTH LINE, WOODBRIDGE SOUTH, RECORDED IN PLAT BOOK 35, PAGE 132, PUBLIC RECORDS, PASCO COUNTY, FLORIDA, WOODBRIDGE ESTATES, A SUBDIVISION, RECORDED IN PLAT BOOK 26, PAGE 91, PUBLIC RECORDS, PASCO COUNTY, FLORIDA, AND CONGRESS PARK, RECORDED ON PLAT BOOK 10, PAGE 140, PUBLIC RECORDS, PASCO COUNTY, FLORIDA RESPECTIVELY; THENCE ALONG SAID SOUTH LINE, S89°57'26"W, FOR 1,677.25 FEET TO THE EAST LINE, LOT 1, TEMPLE TERRACE MANOR UNIT TWO, RECORDED IN PLAT BOOK 6, PAGE 77, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, S00°21'29"W, FOR 60.00 FEET TO THE SOUTH LINE, SAID LOT 1; THENCE ALONG SAID SOUTH LINE, S89°55'41"W, FOR 99.72 FEET TO THE WEST LINE, SAID LOT 1; THENCE ALONG SAID WEST LINE, N00°05'22"E, FOR 60.00 FEET TO THE SOUTH LINE, AFORESAID CONGRESS PARK; THENCE ALONG SAID SOUTH LINE, S89°58'53"W, FOR 383.28 FEET TO THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1333, PAGE 1254, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, S00°21'12"W, FOR 106.38 FEET TO THE SOUTH LINE, SAID LANDS; THENCE ALONG SAID SOUTH LINE, N89°42'47"W, FOR 49.91 FEET TO THE EAST LINE, SAID LANDS; THENCE ALONG SAID EAST LINE, S00°32'11"W, FOR 100.13 FEET TO THE NORTH RIGHT-OF-WAY, COVEY TERRACE; THENCE ALONG SAID NORTH RIGHT-OF-WAY, N89°17'02"W, FOR 10.00 FEET TO THE WEST LINE, AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1333, PAGE 1254; THENCE ALONG SAID WEST LINE, N00°03'08"E, FOR 206.00 FEET TO THE SOUTH LINE, AFORESAID CONGRESS PARK; THENCE ALONG SAID SOUTH LINE, S89°57'56"W, FOR 417.16 FEET TO THE EAST RIGHT-OF-WAY, CONGRESS STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY, S00°01'31"W, FOR 775.13 FEET TO THE SOUTH LINE, LOTS 14 & 7, RESPECTIVELY, ORANOAK RECORDED IN PLAT BOOK, 3, PAGE 45, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, S89°47'34"E, FOR 241.78 FEET TO THE WEST RIGHT-OF-WAY, CHINAPA STREET; THENCE ALONG SAID WEST

[CONTINUED ON NEXT SHEET]

PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

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JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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[CONTINUED FROM PREVIOUS SHEET]

RIGHT-OF-WAY, S00°05'09"W, FOR 214.49 FEET TO THE SOUTH LINE, SECTION 33, TOWNSHIP 25 SOUTH, RANGE 16 EAST; THENCE ALONG SAID SOUTH LINE, N89°59'43"E, FOR 397.16 FEET TO WEST LINE, TRACT 6, SECTION 4, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AFORESAID PORT RICHEY LAND COMPANY SUBDIVISION; THENCE ALONG SAID WEST LINE, S00°12'26"W, FOR 604.43 FEET TO THE NORTH RIGHT-OF-WAY, KENTUCKY AVENUE; THENCE ALONG SAID NORTH RIGHT-OF-WAY, S89°47'02"E, FOR 662.79 FEET TO THE WEST LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7862, PAGE 974, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, N00°19'42"E, FOR 300.00 FEET TO THE NORTH LINE, SAID LANDS; THENCE ALONG SAID NORTH LINE, S89°48'20"E, FOR 331.66 FEET TO THE WEST LINE, JASMINE HILLS RECORDED IN PLAT BOOK 18, PAGE 56, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, N00°22'47"E, FOR 273.51 FEET TO THE NORTH LINE, SAID JASMINE HILLS; THENCE ALONG SAID NORTH LINE, S89°57'25"E, FOR 331.91 FEET TO THE EAST LINE, SAID JASMINE HILLS; THENCE ALONG SAID EAST LINE, S00°25'12"W, FOR 1,249.28 FEET TO THE WEST LINE, TRACT 18, SECTION 4, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AFORESAID PORT RICHEY LAND COMPANY SUBDIVISION; THENCE ALONG SAID WEST LINE, S00°25'19"W, FOR 322.51 FEET TO THE NORTH LINE OF THOSE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 7155, PAGE 1205, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE, S89°45'19"E, FOR 175.50 FEET TO THE EAST LINE, SAID LANDS; THENCE ALONG SAID EAST LINE, S00°29'59"W, FOR 322.51 FEET TO THE NORTH RIGHT-OF-WAY, INDIANA AVENUE; THENCE ALONG SAID NORTH RIGHT-OF-WAY, N89°47'43"W, FOR 175.03 FEET; THENCE S00°45'21"W, FOR 45.00 FEET TO THE SOUTH RIGHT-OF-WAY, INDIANA AVENUE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, N89°48'18"W, FOR 330.44 FEET; THENCE CONTINUE, N00°21'29"E, FOR 5.00 FEET; THENCE CONTINUE, N89°46'26"W, FOR 190.16 FEET TO THE WEST RIGHT-OF-WAY, TAYLOR COURT; THENCE ALONG SAID WEST RIGHT-OF-WAY, S00°28'23"W, FOR 53.00 FEET TO THE SOUTH LINE, LOT 1, TAYLOR HEIGHTS RECORDED IN PLAT 5, PAGE 164, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, N89°44'39"W, FOR 40.00 FEET; THENCE N00°28'23"E, FOR 52.97 FEET TO THE SOUTH RIGHT-OF-WAY, INDIANA AVENUE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, N89°47'43"W, FOR 100.00 FEET TO THE SOUTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY, ORANGE BLOSSOM TRAIL; THENCE ALONG SAID SOUTHERLY EXTENSION AND WEST RIGHT-OF-WAY, N00°20'12"E, FOR 600.01 FEET TO THE EAST LINE, CITRUS MOUNTAIN MOBILE ESTATES, RECORDED IN PLAT BOOK 10, PAGE 13, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, N00°20'13"E, FOR 85.00 FEET TO THE NORTH LINE, SAID CITRUS MOUNTAIN MOBILE ESTATES; THENCE ALONG SAID NORTH LINE, N89°47'40"W, FOR 661.63 FEET TO THE WEST LINE, TRACT 11, SECTION 4, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AFORESAID PORT RICHEY LAND COMPANY SUBDIVISION; THENCE ALONG SAID WEST LINE, N00°13'40"E, FOR 495.00 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5330, PAGE 352, OFFICIAL RECORDS BOOK 4120, PAGE 718, OFFICIAL RECORDS BOOK 8202, PAGE 1151, OFFICIAL RECORDS BOOK 8161, PAGE 1282, PUBLIC RECORDS, PASCO COUNTY, FLORIDA, RESPECTIVELY; THENCE ALONG SAID NORTH LINE, N89°48'49"W, FOR 422.85 FEET TO THE EAST LINE AND IT'S NORTHERLY EXTENSION, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7804, PAGE 1738, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE AND NORTHERLY EXTENSION, N00°10'45"E, FOR 180.09 FEET TO THE NORTH RIGHT-OF-WAY, KENTUCKY AVENUE; THENCE ALONG SAID NORTH RIGHT-OF-WAY, N89°47'23"W, FOR 214.85 FEET TO THE EAST RIGHT-OF-WAY, CONGRESS STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY, S00°07'35"W, FOR 510.00 FEET TO THE NORTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5874, PAGE 200, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE, S89°47'22"E, FOR 306.16 FEET TO THE WEST LINE, TRACT 9, SECTION 4, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AFORESAID PORT RICHEY LAND COMPANY

[CONTINUED ON NEXT SHEET]

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[CONTINUED FROM PREVIOUS SHEET]

SUBDIVISION; THENCE ALONG SAID WEST LINE, S00°11'21"W, FOR 265.00 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3464, PAGE 90, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, N89°47'26"W, FOR 170.88 FEET TO THE EAST LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5744, PAGE 1731, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, S00°07'31"W, FOR 100.00 FEET TO THE SOUTH LINE, SAID LANDS; THENCE ALONG SAID SOUTH LINE, N89°47'16"W, FOR 135.00 FEET TO THE EAST RIGHT-OF-WAY, CONGRESS STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY, S00°08'03"W, FOR 80.00 FEET TO THE NORTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6294, PAGE 658, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE, S89°45'41"E, FOR 150.00 FEET TO THE EAST LINE, SAID LANDS; THENCE ALONG SAID EAST LINE, S00°08'36"W, FOR 50.00 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8418, PAGE 1064, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE, S89°48'58"E, FOR 155.72 FEET TO THE EAST LINE OF SAID LANDS; THENCE ALONG SAID EAST LINE, S00°10'57"W, FOR 265.00 FEET TO THE SOUTH LINE OF SAID LANDS; THENCE ALONG SAID SOUTH LINE, N89°51'24"W, FOR 50.00 FEET TO THE EAST LINE OF SAID LANDS; THENCE ALONG SAID EAST LINE, S00°10'45"W, FOR 89.95 FEET TO THE SOUTH RIGHT-OF-WAY, INDIANA AVENUE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, S89°47'39"E, FOR 710.16 FEET TO THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4759, PAGE 1543, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, S00°34'19"W, FOR 635.66 FEET TO THE NORTH RIGHT-OF-WAY, FLORIDA AVENUE; THENCE ALONG SAID NORTH RIGHT-OF-WAY, N89°45'43"W, FOR 962.23 FEET TO THE EAST RIGHT-OF-WAY, CONGRESS STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY, S00°15'57"W, FOR 478.01 FEET TO THE SOUTH RIGHT-OF-WAY, VALENCIA TERRACE AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE SAID SOUTH RIGHT-OF-WAY AND THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF N10°36'35"W, HAVING A RADIUS OF 160.35 FEET, A CENTRAL ANGLE OF 41°43'28", AN ARC LENGTH OF 116.77 FEET, AND A CHORD BEARING N58°31'41"E FOR 114.21 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY; THENCE CONTINUE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF S55°43'31"E, HAVING A RADIUS OF 134.44 FEET, A CENTRAL ANGLE OF 32°40'55", AN ARC LENGTH OF 76.69 FEET, AND A CHORD BEARING N50°36'56"E FOR 75.65 FEET, TO THE POINT OF TANGENT AND THE WEST LINE, LOTS 14 & 9, RESPECTIVELY, VALENCIA TERRACE RECORDED IN PLAT BOOK 3, PAGE 83, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, S00°22'42"W, FOR 260.38 FEET TO THE NORTH RIGHT-OF-WAY, MAIN STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY, S89°43'20"E, FOR 1,140.01 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE, THE WILDS A CONDOMINIUM DEVELOPMENT, RECORDED IN PLAT BOOK 20, PAGE 148, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY EXTENSION AND EAST LINE, S00°18'13"W, FOR 1,337.37 FEET TO THE NORTH RIGHT-OF-WAY, ILLINOIS AVENUE; THENCE ALONG SAID NORTH RIGHT-OF-WAY, S89°36'32"E, FOR 441.56 FEET TO THE NORTHERLY EXTENSION OF THE WEST LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5242, PAGE 875, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY EXTENSION AND WEST LINE, S00°01'51"W, FOR 563.86 FEET TO THE NORTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5005, PAGE 796, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE, S89°37'34"E, FOR 440.42 FEET TO THE EAST LINE, SAID LANDS; THENCE ALONG SAID EAST LINE, S00°15'37"E, FOR 440.13 FEET TO THE NORTH LINE, EAST GATE ESTATES RECORDED IN PLAT BOOK 7 PAGE 92, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE, N89°36'08"W, FOR 882.05 FEET TO THE WEST LINE, SAID EAST GATE ESTATES; THENCE ALONG SAID WEST LINE, S00°05'39"E, FOR 304.63

[CONTINUED ON NEXT SHEET]

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[CONTINUED FROM PREVIOUS SHEET]

FEET TO THE EAST LINE, AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5005, PAGE 796; THENCE ALONG SAID EAST LINE, S00°05'54"E, FOR 1,343.37 FEET TO THE NORTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3735, PAGE 1894, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE, S89°35'45"E, FOR 1,330.04 FEET TO THE EAST LINE, SECTION 9, TOWNSHIP 26 SOUTH, RANGE 16 EAST; THENCE ALONG SAID EAST LINE, S00°29'07"W, FOR 952.91 FEET TO THE CENTERLINE OF THE PITHLACHASCOTEE RIVER; THENCE ALONG SAID CENTERLINE, N44°41'10"W, FOR 21.45 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHERLY; THENCE CONTINUE, WESTERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF N28°36'52"W, HAVING A RADIUS OF 170.52 FEET, A CENTRAL ANGLE OF 48°17'09", AN ARC LENGTH OF 143.71 FEET, AND A CHORD BEARING S85°31'42"W FOR 139.49 FEET, TO THE POINT OF TANGENT; THENCE CONTINUE, N64°44'37"W, FOR 55.08 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY; THENCE CONTINUE, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF S04°48'17"W, HAVING A RADIUS OF 39.61 FEET, A CENTRAL ANGLE OF 127°44'01", AN ARC LENGTH OF 88.31 FEET, AND A CHORD BEARING S30°56'16"W FOR 71.12 FEET, TO THE POINT OF TANGENT; THENCE CONTINUE, S06°12'15"W, FOR 97.45 FEET; THENCE CONTINUE, S43°30'07"W, FOR 132.69 FEET; THENCE CONTINUE, S64°47'47"W, FOR 149.41 FEET; THENCE CONTINUE, S79°33'22"W, FOR 382.02 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHERLY; THENCE CONTINUE, WESTERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF N36°26'11"W, HAVING A RADIUS OF 206.30 FEET, A CENTRAL ANGLE OF 70°35'23", AN ARC LENGTH OF 254.17 FEET, AND A CHORD BEARING S88°51'30"W FOR 238.39 FEET, TO THE POINT OF TANGENT; THENCE CONTINUE, N14°34'27"W, FOR 6.46 FEET; THENCE CONTINUE, N19°15'16"W, FOR 303.34 FEET; THENCE CONTINUE, S70°33'36"W, FOR 1.13 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY; THENCE CONTINUE, WESTERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF S53°29'49"W, HAVING A RADIUS OF 35.79 FEET, A CENTRAL ANGLE OF 124°15'44", AN ARC LENGTH OF 77.62 FEET, AND A CHORD BEARING S81°21'57"W FOR 63.28 FEET, TO THE POINT OF TANGENT; THENCE CONTINUE, S03°23'42"W, FOR 275.98 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHERLY; THENCE CONTINUE, WESTERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF N51°57'56"W, HAVING A RADIUS OF 43.47 FEET, A CENTRAL ANGLE OF 80°35'13", AN ARC LENGTH OF 61.14 FEET, AND A CHORD BEARING S78°19'40"W FOR 56.23 FEET, TO THE POINT OF TANGENT; THENCE CONTINUE, N00°18'17"E, FOR 11.75 FEET; THENCE CONTINUE, N43°19'45"W, FOR 88.67 FEET; THENCE CONTINUE, N13°19'28"E, FOR 2.44 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE CONTINUE, NORTHWESTERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF S66°42'11"W, HAVING A RADIUS OF 152.05 FEET, A CENTRAL ANGLE OF 65°21'39", AN ARC LENGTH OF 173.45 FEET, AND A CHORD BEARING N55°58'38"W FOR 164.20 FEET, TO THE POINT OF TANGENT; THENCE CONTINUE, N88°34'47"W, FOR 30.26 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF N01°03'38"W, HAVING A RADIUS OF 155.59 FEET, A CENTRAL ANGLE OF 22°38'11", AN ARC LENGTH OF 61.47 FEET, AND A CHORD BEARING N79°44'32"W FOR 61.07 FEET, TO THE POINT OF TANGENT; THENCE CONTINUE, N68°54'01"W, FOR 70.14 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY; THENCE CONTINUE, NORTHWESTERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF N18°49'42"E, HAVING A RADIUS OF 127.21 FEET, A CENTRAL ANGLE OF 32°02'36", AN ARC LENGTH OF 71.14 FEET, AND A CHORD BEARING N55°09'00"W FOR 70.22 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE CONTINUE, NORTHWESTERLY ALONG THE ARC OF SAID

[CONTINUED ON NEXT SHEET]

PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: NONE	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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NOT VALID WITHOUT ORIGINAL
SIGNATURE AND SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER
CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH

JARED T. PATENAUE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

THIS IS NOT A FIELD SURVEY

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY.

BEARINGS ARE BASED UPON THE E LINE OF SEC 3I-25S-16E, BEING N00°19'40"W.

[CONTINUED FROM PREVIOUS SHEET]

CURVE, FROM A RADIAL BEARING OF S58°41'55"W, HAVING A RADIUS OF 183.37 FEET, A CENTRAL ANGLE OF 26°02'56", AN ARC LENGTH OF 83.37 FEET, AND A CHORD BEARING N44°19'33"W FOR 82.65 FEET, TO THE POINT OF NON-TANGENT TO A WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3013, PAGE 1540, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, S28°00'23"W, FOR 330.02 FEET TO THE NORTH LINE, THE MEADOWS RECORDED IN PLAT BOOK 14, PAGE 109, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE, S89°40'54"E, FOR 179.97 FEET TO THE EAST LINE, SAID THE MEADOWS; THENCE ALONG SAID EAST LINE, S00°09'19"W, FOR 1,348.88 FEET TO THE SOUTH RIGHT-OF-WAY, CECELIA DRIVE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, N89°57'05"E, FOR 881.91 FEET TO THE WEST LINE, LOT 24, PINE ACRES SUBDIVISION, RECORDED IN PLAT BOOK 5, PAGE 156, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, S00°10'17"W, FOR 209.00 FEET TO THE SOUTH LINE, SAID LOT 24; THENCE ALONG SAID SOUTH LINE, S89°43'31"E, FOR 208.47 FEET TO THE EAST LINE, LOT 25, AFORESAID PINE ACRES SUBDIVISION; THENCE ALONG SAID EAST LINE, S00°10'48"W, FOR 209.00 FEET TO THE NORTH RIGHT-OF-WAY, PORTER ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY, N89°42'49"W, FOR 675.45 FEET TO THE WEST RIGHT-OF-WAY, VORHEES ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY, S00°10'45"W, FOR 137.13 FEET TO THE NORTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5041, PAGE 1960, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE, N89°43'26"W, FOR 415.04 FEET TO THE WEST LINE, SAID LANDS; THENCE ALONG SAID WEST LINE, S00°11'29"W, FOR 402.50 FEET TO THE SOUTH LINE, SAID LANDS; THENCE ALONG SAID SOUTH LINE, S89°45'21"E, FOR 176.03 FEET TO THE EAST LINE, SUNNYBROOK XI, A CONDOMINIUM, RECORDED IN CONDOMINIUM PLAT BOOK 4, PAGE 116; THENCE ALONG SAID EAST LINE, S00°10'30"W, FOR 173.88 FEET; THENCE CONTINUE, S89°45'37"E, FOR 239.06 FEET TO THE WEST RIGHT-OF-WAY, VORHEES ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY, S00°10'28"W, FOR 153.88 FEET TO THE SOUTH LINE, AFORESAID SUNNYBROOK XI, A CONDOMINIUM; THENCE ALONG SAID SOUTH LINE, N89°45'04"W, FOR 1,295.57 FEET TO THE WEST LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8540, PAGE 3465, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, S00°11'28"W, FOR 655.50 FEET TO THE SOUTH LINE, SAID LANDS; THENCE ALONG SAID SOUTH LINE AND THE SOUTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3815, PAGE 522, PUBLIC RECORDS, PASCO COUNTY, FLORIDA, S89°46'35"E, FOR 1,280.42 FEET; THENCE S89°43'41"E, FOR 78.97 FEET TO THE EAST RIGHT-OF-WAY, VORHEES ROAD AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE WESTERLY; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY AND THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF N83°24'20"W, HAVING A RADIUS OF 755.72 FEET, A CENTRAL ANGLE OF 13°05'18", AN ARC LENGTH OF 172.63 FEET, AND A CHORD BEARING S13°08'19"W FOR 172.26 FEET, TO THE POINT OF NON-TANGENT AND THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3131, PAGE 460, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, S00°09'31"W, FOR 67.75 FEET TO THE SOUTH LINE, SAID LANDS; THENCE ALONG SAID SOUTH LINE, S89°43'44"E, FOR 184.85 FEET TO THE EAST LINE, SAID LANDS; THENCE ALONG SAID EAST LINE, N00°10'01"E, FOR 235.88 FEET TO THE SOUTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7658, PAGE 19, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, S89°41'37"E, FOR 140.25 FEET TO THE EAST LINE SAID LANDS; THENCE ALONG SAID EAST LINE, N00°09'53"E, FOR 228.25 FEET TO THE SOUTH LINE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4393, PAGE 1280, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, S89°44'17"E, FOR 382.91 FEET TO THE EAST LINE, SAID LANDS; THENCE ALONG SAID EAST LINE, N00°09'19"E, FOR 426.88 FEET TO THE SOUTH LINE, AFORESAID PINE ACRES SUBDIVISION; THENCE

[CONTINUED ON NEXT SHEET]

PREPARED FOR:

CITY OF NEW PORT RICHEY

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PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

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BEARINGS ARE BASED UPON THE E LINE OF SEC 31-25S-16E, BEING N00°19'40"W.

[CONTINUED FROM PREVIOUS SHEET]

ALONG SAID SOUTH LINE, S89°45'16"E, FOR 612.47 FEET TO THE EAST LINE, SECTION 16, TOWNSHIP 26 SOUTH, RANGE 16 EAST; THENCE ALONG SAID EAST LINE, S00°09'45"W, FOR 1,309.13 FEET; THENCE CONTINUE, S00°15'27"W, FOR 1,856.52 FEET TO THE SOUTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3001, PAGE 1258, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, N89°41'35"W, FOR 373.19 FEET TO THE WEST LINE, SAID LANDS; THENCE ALONG SAID WEST LINE, N00°17'11"E, FOR 250.00 FEET TO THE SOUTH LINE, SAID LANDS AND THE NORTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8230, PAGE 988, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID LINE, N89°41'11"W, FOR 525.13 FEET TO THE EAST LINE, TANGLEWOOD TERRACE UNIT THREE, RECORDED IN PLAT BOOK 15, PAGE 27, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE AND THE EAST LINE, TANGLEWOOD TERRACE UNIT FOUR, RECORDED IN PLAT BOOK 15, PAGE 145, PUBLIC RECORDS, PASCO COUNTY, FLORIDA, N00°15'33"E, FOR 940.01 FEET TO THE NORTH LINE, SAID TANGLEWOOD TERRACE UNIT FOUR; THENCE ALONG SAID NORTH LINE, N89°43'43"W, FOR 422.32 FEET TO THE WEST LINE, AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK, 3001, PAGE 1258; THENCE ALONG SAID WEST LINE, N00°15'00"E, FOR 644.76 FEET TO THE SOUTH RIGHT-OF-WAY, TROUBLE CREEK ROAD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, N89°15'41"W, FOR 523.70 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHERLY; THENCE CONTINUE, WESTERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF N15°02'52"W, HAVING A RADIUS OF 745.08 FEET, A CENTRAL ANGLE OF 14°23'29", AN ARC LENGTH OF 187.15 FEET, AND A CHORD BEARING S82°08'53"W FOR 186.66 FEET, TO THE POINT OF TANGENT; THENCE CONTINUE, S89°27'25"W, FOR 13.19 FEET; THENCE CONTINUE, N00°15'21"E, FOR 7.00 FEET; THENCE CONTINUE, N89°43'04"W, FOR 1,232.51 FEET TO THE SOUTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY, UZZLE WAY; THENCE ALONG SAID EXTENSION AND WEST RIGHT-OF-WAY, N00°04'58"W, FOR 282.93 FEET TO THE SOUTH LINE, HAZELDON ESTATES, RECORDED IN PLAT BOOK 24, PAGE 1, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, N89°45'40"W, FOR 239.97 FEET TO THE WEST LINE, SAID HAZELDON ESTATES; THENCE ALONG SAID WEST LINE, N00°07'27"E, FOR 735.63 FEET TO THE NORTH LINE, SAID HAZELDON ESTATES AND THE SOUTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 883, PAGE 1097, PUBLIC RECORDS, PASCO COUNTY, FLORIDA, RESPECTIVELY; THENCE ALONG SAID LINES, S89°36'22"E, FOR 745.42 FEET TO THE WEST LINE OF THE EAST 130 FEET, TRACT 25, SECTION 16, TOWNSHIP 26 SOUTH, RANGE 16 EAST, TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION, RECORDED IN PLAT BOOK 1, PAGE 68, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, N00°12'07"E, FOR 328.13 FEET TO THE SOUTH LINE, AFORESAID SUNNYBROOK XI, A CONDOMINIUM; THENCE ALONG SAID SOUTH LINE, N89°22'29"W, FOR 526.88 FEET TO THE WEST LINE, SAID SUNNYBROOK XI, A CONDOMINIUM; THENCE ALONG SAID WEST LINE AND IT'S NORTHERLY EXTENSION, N00°08'36"E, FOR 1,311.00 FEET TO THE NORTH LINE, SECTION 16, TOWNSHIP 26 SOUTH, RANGE 16 EAST; THENCE ALONG SAID NORTH LINE, N89°20'50"W, FOR 219.30 FEET; THENCE S00°36'49"W, FOR 30.04 FEET TO THE SOUTH RIGHT-OF-WAY, CECILIA DRIVE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, N89°20'30"W, FOR 438.77 FEET TO THE WEST LINE, HOLIDAY GARDENS ESTATES UNIT FOUR, RECORDED IN PLAT BOOK 12, PAGE 1, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, S00°06'01"W, FOR 1,286.00 FEET TO THE SOUTH LINE, TANGLEWOOD TERRACE UNIT TWO, RECORDED IN PLAT BOOK 11, PAGE 84, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, N89°32'32"W, FOR 1,314.10 FEET TO THE EAST LINE, SECTION 17, TOWNSHIP 26 SOUTH, RANGE 16 EAST; THENCE ALONG SAID EAST LINE, N00°00'29"W, FOR 1,320.63 FEET TO THE NORTHEAST CORNER, SAID SECTION 17, TOWNSHIP 26 SOUTH, RANGE 16 EAST; THENCE ALONG THE NORTH LINE, SAID SECTION 17, TOWNSHIP 26 SOUTH, RANGE 16 EAST, N89°39'08"W, FOR 1,318.02 FEET TO THE SOUTHERLY

[CONTINUED ON NEXT SHEET]

PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

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BEARINGS ARE BASED UPON THE E LINE OF SEC 31-25S-16E, BEING N00°19'40"W.

[CONTINUED FROM PREVIOUS SHEET]

EXTENSION OF THE WEST RIGHT-OF-WAY, GEORGE STREET; THENCE ALONG SAID EXTENSION, WEST RIGHT-OF-WAY AND IT'S NORTHERLY EXTENSION, N00°15'01"W, FOR 508.00 FEET TO THE CENTERLINE RIDGEWOOD DRIVE; THENCE ALONG SAID CENTERLINE, N89°43'52"W, FOR 1,285.06 FEET TO THE WEST RIGHT-OF-WAY, GRAND BOULEVARD; THENCE ALONG SAID WEST RIGHT-OF-WAY, S00°32'57"W, FOR 481.05 FEET TO THE NORTH RIGHT-OF-WAY, CECILIA DRIVE; THENCE S08°44'31"E, FOR 25.49 FEET TO THE NORTH LINE, AFORESAID SECTION 17, TOWNSHIP 26 SOUTH, RANGE 16 EAST AND THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY, GRAND BOULEVARD; THENCE ALONG SAID WEST RIGHT-OF-WAY, S00°19'30"W, FOR 1,321.57 FEET TO THE NORTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4262, PAGE 999, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE, N89°37'51"W, FOR 465.73 FEET TO THE WEST LINE, SAID LANDS; THENCE ALONG SAID WEST LINE, S00°18'06"W, FOR 290.88 FEET TO THE SOUTH LINE, SAID LANDS; THENCE ALONG SAID SOUTH LINE, S89°38'47"E, FOR 364.57 FEET TO THE EAST LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6137, PAGE 1008, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, S00°17'54"W, FOR 30.00 FEET TO THE SOUTH LINE, SAID LANDS; THENCE ALONG SAID SOUTH LINE, N89°51'54"W, FOR 318.06 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY; THENCE CONTINUE, SOUTHERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF S00°19'52"E, HAVING A RADIUS OF 4.82 FEET, A CENTRAL ANGLE OF 175°14'49", AN ARC LENGTH OF 14.74 FEET, AND A CHORD BEARING S02°02'43"W FOR 9.63 FEET, TO THE POINT OF NON-TANGENT; THENCE CONTINUE, S89°32'03"E, FOR 15.38 FEET TO THE EAST LINE, SAID LANDS; THENCE ALONG SAID EAST LINE AND IT'S SOUTHERLY EXTENSION, S00°14'13"W, FOR 52.88 FEET TO THE NORTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8290, PAGE 404, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE, S89°25'47"E, FOR 314.02 FEET TO THE EAST LINE, SAID LANDS; THENCE ALONG SAID EAST LINE, S00°22'33"W, FOR 95.25 FEET; THENCE CONTINUE, N89°36'21"W, FOR 145.38 FEET; THENCE CONTINUE, S00°16'42"W, FOR 180.13 FEET TO THE SOUTH LINE SAID LANDS; THENCE ALONG SAID SOUTH LINE AND THE SOUTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6424, PAGE 1023, PUBLIC RECORDS, PASCO COUNTY, FLORIDA, N89°39'42"W, FOR 1,121.96 FEET TO THE EAST LINE, SHAMROCK HEIGHTS UNIT TWO, RECORDED IN PLAT BOOK 8, PAGE 8, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE AND THE EAST LINE, SHAMROCK HEIGHTS UNIT FIVE, RECORDED IN PLAT BOOK 8, PAGE 87, PUBLIC RECORDS, PASCO COUNTY, FLORIDA, N00°19'35"E, FOR 992.52 FEET TO THE NORTH LINE, SAID SHAMROCK HEIGHTS UNIT FIVE; THENCE ALONG SAID NORTH LINE, N89°38'31"W, FOR 740.08 FEET TO THE EAST LINE, TRACT "A", SAID SHAMROCK HEIGHTS UNIT FIVE; THENCE ALONG SAID EAST LINE, S00°20'08"W, FOR 667.26 FEET TO THE SOUTH LINE, SAID TRACT "A"; THENCE ALONG SAID SOUTH LINE, N89°45'41"W, FOR 150.03 FEET TO THE WEST LINE, LOT 146, SAID SHAMROCK HEIGHTS UNIT FIVE; THENCE ALONG SAID WEST LINE, S00°23'56"W, FOR 89.75 FEET TO THE NORTH RIGHT-OF-WAY, SHAMROCK DRIVE; THENCE S11°40'13"W, FOR 50.67 FEET TO THE SOUTH RIGHT-OF-WAY, SHAMROCK DRIVE AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHERLY; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, WESTERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF N02°40'51"E, HAVING A RADIUS OF 561.59 FEET, A CENTRAL ANGLE OF 21°03'05", AN ARC LENGTH OF 206.34 FEET, AND A CHORD BEARING N76°47'36"W FOR 205.18 FEET, TO THE POINT OF TANGENT; THENCE CONTINUE, N65°58'57"W, FOR 304.04 FEET TO THE EAST RIGHT-OF-WAY, U.S. HIGHWAY 19; THENCE ALONG SAID EAST RIGHT-OF-WAY, S24°01'58"W, FOR 1391.62 FEET; THENCE N66°59'41"W, FOR 207.01 FEET TO THE WEST RIGHT-OF-WAY, U.S. HIGHWAY 19; THENCE ALONG SAID WEST RIGHT-OF-WAY, N24°08'07"E, FOR 1015.37 FEET TO THE SOUTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1784, PAGE 247, PUBLIC RECORDS, PASCO

[CONTINUED ON NEXT SHEET]

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CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

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JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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NOT VALID WITHOUT ORIGINAL
SIGNATURE AND SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER
CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH

JARED T. PATENAUDE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

THIS IS NOT A FIELD SURVEY

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[CONTINUED FROM PREVIOUS SHEET]

COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, N65°57'53"W, FOR 220.05 FEET; THENCE CONTINUE, S24°03'05"W, FOR 177.81 FEET; THENCE CONTINUE, N85°25'10"W, FOR 214.43 FEET TO THE WEST LINE, SAID LANDS; THENCE ALONG SAID WEST LINE, N00°25'28"E, FOR 286.88 FEET TO THE SOUTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3724, PAGE 914, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, S89°27'48"W, FOR 440.43 FEET TO THE WEST LINE, SAID LANDS; THENCE ALONG SAID WEST LINE, N00°27'30"E, FOR 332.14 FEET TO THE SOUTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6652, PAGE 526, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, S89°29'06"W, FOR 1,320.83 FEET TO THE WEST LINE, SAID LANDS; THENCE ALONG SAID WEST LINE, N01°39'54"E, FOR 331.26 FEET TO THE NORTH LINE, SAID LANDS; THENCE ALONG SAID NORTH LINE, N89°26'19"E, FOR 1,313.84 FEET TO THE WEST LINE, GULF HARBOR VILLAS PHASE TWO, RECORDED IN PLAT BOOK 61, PAGE 20, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, N00°27'10"E, FOR 996.28 FEET TO THE SOUTH LINE, GULF HARBOR VILLAS PHASE ONE, RECORDED IN PLAT BOOK 52, PAGE 68, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, S89°37'31"W, FOR 439.67 FEET; THENCE CONTINUE, S00°28'23"W, FOR 83.25 FEET; THENCE CONTINUE, S89°28'20"W, FOR 190.01 FEET TO THE EAST RIGHT-OF-WAY, SHELL STREAM BOULEVARD AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY; THENCE ALONG SAID EAST RIGHT-OF-WAY, NORTHERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF N88°29'29"E, HAVING A RADIUS OF 238.96 FEET, A CENTRAL ANGLE OF 24°53'06", AN ARC LENGTH OF 103.79 FEET, AND A CHORD BEARING N10°56'02"E FOR 102.97 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE WESTERLY; THENCE CONTINUE, NORTHERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF N61°54'33"W, HAVING A RADIUS OF 297.50 FEET, A CENTRAL ANGLE OF 24°29'57", AN ARC LENGTH OF 127.21 FEET, AND A CHORD BEARING N15°50'29"E FOR 126.24 FEET, TO THE POINT OF NON-TANGENT AND THE SOUTH LINE, TRACT B, AFORESAID GULF HARBOR VILLAS PHASE ONE; THENCE ALONG SAID SOUTH LINE, N89°22'18"E, FOR 115.20 FEET TO THE WEST RIGHT-OF-WAY, CASSWELL DRIVE; THENCE ALONG SAID WEST RIGHT-OF-WAY, N03° 02' 58"E FOR 35.83 FEET TO THE WEST LINE AFORESAID GULF HARBOR VILLAS PHASE ONE; THENCE ALONG SAID WEST LINE, N00° 27' 34"E FOR 63.02 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY; THENCE CONTINUE, NORTHERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF S89°35'16"E, HAVING A RADIUS OF 200.08 FEET, A CENTRAL ANGLE OF 21°59'29", AN ARC LENGTH OF 76.80 FEET, AND A CHORD BEARING N11°24'29"E FOR 76.32 FEET, TO THE POINT OF TANGENT; THENCE CONTINUE, N23°56'03"E, FOR 140.06 FEET TO THE SOUTH RIGHT-OF-WAY, FLORAMAR TERRACE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, S66°05'19"E, FOR 612.63 FEET TO THE WEST RIGHT-OF-WAY, RAINBOW RACE AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE WESTERLY; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY AND THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF S24°12'40"W, HAVING A RADIUS OF 25.20 FEET, A CENTRAL ANGLE OF 88°53'53", AN ARC LENGTH OF 39.10 FEET, AND A CHORD BEARING S21°20'23"E FOR 35.29 FEET, TO THE POINT OF TANGENT; THENCE CONTINUE, S23°52'31"W, FOR 100.06 FEET; THENCE S65°58'45"E, FOR 49.75 FEET TO THE EAST RIGHT-OF-WAY, RAINBOW RACE AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY AND THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF S66°32'57"E, HAVING A RADIUS OF 194.65 FEET, A CENTRAL ANGLE OF 22°43'31", AN ARC LENGTH OF 77.20 FEET, AND A CHORD BEARING S12°05'18"W FOR 76.70 FEET, TO THE POINT OF TANGENT; THENCE CONTINUE, S00°27'04"W, FOR 520.02 FEET TO THE NORTH LINE, AFORESAID GULF

[CONTINUED ON NEXT SHEET]

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[CONTINUED FROM PREVIOUS SHEET]

HARBOR VILLAS PHASE TWO; THENCE ALONG SAID NORTH LINE, S89°33'12"E, FOR 192.38 FEET; THENCE CONTINUE, S00°30'09"W, FOR 7.13 FEET; THENCE CONTINUE, S89°30'48"E, FOR 103.00 FEET; THENCE CONTINUE, S00°28'11"W, FOR 22.88 FEET; THENCE CONTINUE, S89°34'49"E, FOR 51.19 FEET; THENCE CONTINUE, S00°34'41"W, FOR 182.76 FEET; THENCE CONTINUE, S89°23'58"E, FOR 95.41 FEET; THENCE CONTINUE, N00°35'13"E, FOR 183.01 FEET; THENCE CONTINUE, S89°30'48"E, FOR 29.44 FEET TO THE EAST LINE, AFORESAID GULF HARBORS VILLAS PHASE TWO AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE ALONG SAID EAST LINE, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF S00°32'19"W, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 68°35'38", AN ARC LENGTH OF 23.94 FEET, AND A CHORD BEARING S55°09'52"E FOR 22.54 FEET, TO THE POINT OF TANGENT; THENCE CONTINUE, S20°57'41"E, FOR 167.46 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY; THENCE CONTINUE, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF S20°57'11"E, HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 68°32'19", AN ARC LENGTH OF 53.83 FEET, AND A CHORD BEARING S34°46'40"W FOR 50.68 FEET, TO THE POINT OF TANGENT; THENCE CONTINUE, S00°27'38"W, FOR 155.50 FEET; THENCE CONTINUE, S89°21'29"E, FOR 22.31 FEET; THENCE CONTINUE, S24°01'31"W, FOR 43.52 FEET TO THE SOUTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3863, PAGE 1681, PUBLIC RECORDS, PASCO COUNTY, FLORIDA AND THE SOUTH LINE, FLOR-A-MAR SECTION 1-A, RECORDED IN PLAT BOOK 6, PAGE 102, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, N89°31'28"E, FOR 617.55 FEET TO THE WEST RIGHT-OF-WAY, U.S. HIGHWAY 19; THENCE ALONG SAID WEST RIGHT-OF-WAY, N24°19'25"E, FOR 459.54 FEET TO THE NORTH LINE, AFORESAID FLOR-A-MAR SECTION 1-A; THENCE ALONG SAID NORTH LINE, N65°59'55"W, FOR 74.98 FEET TO THE EAST LINE, SEA CASTLE CONDOMINIUM, RECORDED IN CONDOMINIUM PLAT BOOK 14, PAGE 45, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, N68°47'08"E, FOR 28.33 FEET; THENCE CONTINUE, N24°03'51"E, FOR 33.95 FEET TO THE SOUTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8730, PAGE 73, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, N66°15'20"W, FOR 140.04 FEET TO THE WEST LINE, SAID LANDS; THENCE ALONG SAID WEST LINE, N24°01'23"E, FOR 223.60 FEET; THENCE CONTINUE, N21°16'58"W, FOR 5.77 FEET; THENCE CONTINUE, N66°00'30"W, FOR 75.01 FEET; THENCE CONTINUE, S24°01'04"W, FOR 55.97 FEET; THENCE CONTINUE, N66°01'25"W, FOR 51.99 FEET; THENCE CONTINUE, N24°00'13"E, FOR 172.00 FEET; THENCE CONTINUE, S65°53'52"E, FOR 52.04 FEET; THENCE CONTINUE, S24°02'49"W, FOR 55.98 FEET; THENCE CONTINUE, S65°59'55"E, FOR 74.98 FEET; THENCE CONTINUE, N69°48'20"E, FOR 5.79 FEET; THENCE CONTINUE ALONG SAID WEST LINE AND THE WEST LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4028, PAGE 1496, PUBLIC RECORDS, PASCO COUNTY, FLORIDA, N24°00'29"E, FOR 275.04 FEET TO THE SOUTH LINE, SAID LANDS DESCRIBED OFFICIAL RECORDS BOOK 4028, PAGE 1496; THENCE ALONG SAID SOUTH LINE, N65°59'51"W, FOR 454.18 FEET TO THE WEST LINE, SAID LANDS; THENCE ALONG SAID WEST LINE, N11°30'08"W, FOR 168.00 FEET; THENCE CONTINUE, N24°01'30"E, FOR 107.84 FEET TO THE SOUTH RIGHT-OF-WAY, MARINE PARKWAY AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF N49°20'04"E, HAVING A RADIUS OF 464.95 FEET, A CENTRAL ANGLE OF 10°52'50", AN ARC LENGTH OF 88.29 FEET, AND A CHORD BEARING S46°06'21"E FOR 88.16 FEET, TO THE POINT OF NON-TANGENT; THENCE N25°43'23"E, FOR 117.94 FEET TO THE WEST LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3796, PAGE 520, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, N24°01'41"E, FOR 845.52 FEET TO THE NORTH LINE, NEW PORT COLONY, AN UNRECORDED PLAT; THENCE ALONG SAID NORTH LINE, N65°59'27"W, FOR 185.72 FEET TO

[CONTINUED ON NEXT SHEET]

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THE NORTH LINE, FLOR-A-MAR SECTION 1-B, RECORDED IN PLAT BOOK 7, PAGE 11, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE N74°58'08"E, FOR 38.31 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF S23°13'38"E, HAVING A RADIUS OF 372.28 FEET, A CENTRAL ANGLE OF 28°51'45", AN ARC LENGTH OF 187.53 FEET, AND A CHORD BEARING N81°12'14"E FOR 185.56 FEET, TO THE POINT OF NON-TANGENT AND THE WEST LINE, AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3796, PAGE 520; THENCE ALONG SAID WEST LINE, N00°10'54"W, FOR 187.38 FEET TO THE SOUTH LINE, SOUTHGATE SUBDIVISION, RECORDED IN PLAT BOOK 10, PAGE 101, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE AND IT'S WESTERLY EXTENSION, N89°01'35"W, FOR 353.14 FEET TO THE EAST LINE, SECTION 7, TOWNSHIP 26 SOUTH, RANGE 16 EAST; THENCE ALONG SAID EAST LINE, N00°17'41"E, FOR 984.64 FEET TO THE SOUTH LINE, SEA FOREST BEACH CLUB TOWNHOMES, RECORDED IN PLAT BOOK 48, PAGE 92, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, WEST, FOR 439.69 FEET TO THE WEST LINE, SAID SEA FOREST BEACH CLUB TOWNHOMES; THENCE ALONG SAID WEST LINE, N00°18'21"E, FOR 579.63 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE WESTERLY; THENCE CONTINUE, NORTHERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF N56°51'40"W, HAVING A RADIUS OF 719.60 FEET, A CENTRAL ANGLE OF 33°30'18", AN ARC LENGTH OF 420.80 FEET, AND A CHORD BEARING N16°23'12"E FOR 414.83 FEET, TO THE POINT OF TANGENT; THENCE CONTINUE, N47°34'45"E, FOR 1.69 FEET TO THE NORTH LINE, SAID SEA FOREST BEACH CLUB TOWNHOMES AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID NORTH LINE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF S72°54'28"E, HAVING A RADIUS OF 24.96 FEET, A CENTRAL ANGLE OF 73°13'49", AN ARC LENGTH OF 31.90 FEET, AND A CHORD BEARING N53°42'27"E FOR 29.78 FEET, TO THE POINT OF TANGENT; THENCE CONTINUE, S89°44'18"E, FOR 739.38 FEET TO THE EAST LINE, SAID SEA FOREST BEACH CLUB TOWNHOMES; THENCE ALONG SAID EAST LINE, S00°21'08"W, FOR 971.02 FEET; THENCE S00°21'29"W, FOR 25.00 FEET; THENCE WEST, FOR 2.81 FEET; THENCE S00°28'39"W, FOR 15.00 FEET TO THE EAST LINE, AFORESAID SOUTHGATE SUBDIVISION; THENCE ALONG SAID EAST LINE, S00°28'47"W, FOR 974.03 FEET TO A NORTH LINE, AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3796, PAGE 520; THENCE ALONG SAID NORTH LINE, S89°42'49"E, FOR 25.00 FEET TO A WEST LINE, SAID LANDS; THENCE ALONG SAID WEST LINE, N00°28'59"E, FOR 126.00 FEET TO THE NORTH LINE, SAID LANDS; THENCE ALONG SAID NORTH LINE, S89°37'49"E, FOR 77.50 FEET TO THE WEST RIGHT-OF-WAY, VAN DOREN AVENUE; THENCE ALONG SAID WEST RIGHT-OF-WAY, S00°26'51"W, FOR 12.00 FEET TO A NORTH LINE, AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3796, PAGE 520; THENCE ALONG SAID NORTH LINE, S89°41'28"E, FOR 255.00 FEET TO THE EAST RIGHT-OF-WAY, LEISURE LANE; THENCE ALONG SAID EAST RIGHT-OF-WAY, N00°28'43"E, FOR 392.15 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE, LOT 37, TOWN AND COUNTRY VILLAS SOUTH ADDITION, RECORDED IN PLAT BOOK 6, PAGE 119, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY EXTENSION AND SOUTH LINE, N89°43'22"W, FOR 127.50 FEET TO THE WEST LINE, LOTS 37 & 38, RESPECTIVELY, AFORESAID TOWN AND COUNTRY VILLAS SOUTH ADDITION; THENCE ALONG SAID WEST LINE, N00°28'16"E, FOR 76.00 FEET TO THE NORTH LINE, SAID LOT 38; THENCE ALONG SAID NORTH LINE AND IT'S EASTERLY EXTENSION AND THE NORTH LINE, LOT 11, SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION, RESPECTIVELY, S89°43'24"E, FOR 207.19 FEET TO THE EAST LINE, SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION; THENCE ALONG SAID EAST LINE, N00°20'44"E, FOR 114.00 FEET TO THE NORTH LINE, LOT 8, SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION; THENCE ALONG SAID NORTH LINE, N89°43'46"W, FOR 79.41 FEET TO THE

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[CONTINUED FROM PREVIOUS SHEET]

EAST RIGHT-OF-WAY, LEISURE LANE; THENCE ALONG SAID EAST RIGHT-OF-WAY, N00°28'16"E, FOR 38.00 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE, LOT 41, AFORESAID TOWN AND COUNTRY VILLAS SOUTH ADDITION; THENCE ALONG SAID EXTENSION AND LINE, N89°43'09"W, FOR 127.50 FEET TO THE WEST LINE, LOTS 42 THROUGH 45 RESPECTIVELY, SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION; THENCE ALONG SAID WEST LINE, N00°29'13"E, FOR 114.00 FEET TO THE NORTH LINE, SAID LOT 45; THENCE ALONG SAID NORTH LINE, S89°43'22"E, FOR 77.53 FEET TO THE WEST RIGHT-OF-WAY, LEISURE LANE; THENCE ALONG SAID WEST RIGHT-OF-WAY, N00°28'50"E, FOR 115.50 FEET TO THE SOUTH RIGHT-OF-WAY, GULF DRIVE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, S89°38'22"E, FOR 178.75 FEET TO THE WEST LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1216, PAGE 21, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, S00°20'29"W, FOR 115.38 FEET TO THE SOUTH LINE, SAID LANDS; THENCE ALONG SAID SOUTH LINE, S89°42'49"E, FOR 50.00 FEET TO THE EAST LINE, SAID LANDS; THENCE ALONG SAID EAST LINE, N00°20'30"E, FOR 115.25 FEET TO THE SOUTH RIGHT-OF-WAY, GULF DRIVE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, S89°35'54"E, FOR 267.51 FEET TO THE WEST RIGHT-OF-WAY, U.S. HIGHWAY 19; THENCE ALONG SAID WEST RIGHT-OF-WAY, N00°02'17"E, FOR 565.00 FEET TO THE SOUTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4250, PAGE 48, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, N89°36'02"W, FOR 358.54 FEET TO THE EAST LINE, TOWN AND COUNTRY VILLAS, RECORDED IN PLAT BOOK 6, PAGE 9, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE AND IT'S NORTHERLY EXTENSION, N00°22'28"E, FOR 515.78 FEET TO THE NORTH RIGHT-OF-WAY, CROSS BAYOU BOULEVARD; THENCE ALONG SAID NORTH RIGHT-OF-WAY, N89°34'47"W, FOR 543.10 FEET TO THE WEST LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1142, PAGE 168, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, N00°08'18"E, FOR 595.00 FEET TO THE NORTH LINE, SAID LANDS; THENCE ALONG SAID NORTH LINE, S89°35'38"E, FOR 105.85 FEET TO THE WEST LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7943, PAGE 1838, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, N00°21'21"E, FOR 825.52 FEET TO THE NORTH LINE, SAID LANDS; THENCE ALONG SAID NORTH LINE, S89°31'13"E, FOR 597.21 FEET TO THE EAST LINE, SAID LANDS; THENCE ALONG SAID EAST LINE, S00°02'09"W, FOR 100.00 FEET TO THE NORTH RIGHT-OF-WAY, PLEASANT PLACE; THENCE ALONG SAID NORTH RIGHT-OF-WAY, S89°26'05"E, FOR 190.04 FEET TO THE WEST RIGHT-OF-WAY, U.S. HIGHWAY 19; THENCE ALONG SAID WEST RIGHT-OF-WAY, N00°02'23"E, FOR 180.00 FEET TO THE SOUTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4502, PAGE 1209, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, N89°26'19"W, FOR 165.85 FEET TO THE WEST LINE, SAID LANDS; THENCE ALONG SAID WEST LINE, N00°04'36"W, FOR 70.13 FEET TO THE SOUTH RIGHT-OF-WAY, SOUTH ROAD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, S89°23'46"E, FOR 166.01 FEET TO THE WEST RIGHT-OF-WAY, U.S. HIGHWAY 19; THENCE ALONG SAID WEST RIGHT-OF-WAY, N00°16'41"E, FOR 173.88 FEET TO THE SOUTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3388, PAGE 1009, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, N89°33'48"W, FOR 245.98 FEET TO THE WEST LINE, SAID LANDS; THENCE ALONG SAID WEST LINE, N00°16'58"E, FOR 76.00 FEET TO THE NORTH LINE, SAID LANDS; THENCE ALONG SAID NORTH LINE, S89°35'33"E, FOR 245.97 FEET TO THE WEST RIGHT-OF-WAY, U.S. HIGHWAY 19; THENCE ALONG SAID WEST RIGHT-OF-WAY, N00°17'27"E, FOR 899.26 FEET TO THE NORTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3759, PAGE 11, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE, N89°42'46"W, FOR 149.66 FEET TO THE EAST LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5946, PAGE 119, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, N00°12'01"E, FOR 187.75 FEET TO THE NORTH LINE, SAID LANDS; THENCE ALONG SAID NORTH LINE,

[CONTINUED ON NEXT SHEET]

PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: NONE	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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SIGNATURE AND SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER
CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH

JARED T. PATENAUDE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

THIS IS NOT A FIELD SURVEY

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY.

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[CONTINUED FROM PREVIOUS SHEET]

N89°32'56"W, FOR 95.28 FEET TO THE EAST RIGHT-OF-WAY, MAIN STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY, S00°21'40"W, FOR 14.88 FEET TO THE SOUTH RIGHT-OF-WAY, MAIN STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, N89°32'58"W, FOR 969.81 FEET TO THE EAST RIGHT-OF-WAY, OELSNER STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY, S00°10'13"W, FOR 315.25 FEET TO A NORTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4453, PAGE 553, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE, N89°38'21"W, FOR 138.97 FEET TO A WEST LINE, SAID LANDS; THENCE ALONG SAID WEST LINE, S00°12'22"W, FOR 208.38 FEET TO A NORTH LINE, SAID LANDS; THENCE ALONG SAID NORTH LINE AND THE NORTH LINE, TREASURE ISLAND, RECORDED IN PLAT BOOK 6, PAGE 136, PUBLIC RECORDS, PASCO COUNTY, FLORIDA, N89°39'01"W, FOR 819.11 FEET TO A EAST LINE, SAID TREASURE ISLAND; THENCE ALONG SAID EAST LINE, S14°39'42"E, FOR 174.95 FEET; THENCE CONTINUE, S31°25'21"E, FOR 166.70 FEET; THENCE CONTINUE, S41°28'05"E, FOR 159.98 FEET TO THE NORTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1680, PAGE 1405, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE, WEST, FOR 25.03 FEET TO THE WEST LINE, SAID LANDS; THENCE ALONG SAID WEST LINE, S00°11'34"W, FOR 352.89 FEET TO THE SOUTH LINE, SECTION 6, TOWNSHIP 26 SOUTH, RANGE 16 EAST; THENCE ALONG SAID SOUTH LINE, N89°43'51"W, FOR 1,040.36 FEET TO THE EAST RIGHT-OF-WAY, SEA FORREST DRIVE AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY; THENCE ALONG SAID EAST RIGHT-OF-WAY, NORTHERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF N79°36'42"E, HAVING A RADIUS OF 642.46 FEET, A CENTRAL ANGLE OF 10°24'47", AN ARC LENGTH OF 116.76 FEET, AND A CHORD BEARING N05°10'55"W FOR 116.60 FEET, TO THE POINT OF TANGENT; THENCE CONTINUE, N00°02'41"E, FOR 120.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY; THENCE CONTINUE, NORTHERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF S89°55'35"E, HAVING A RADIUS OF 465.84 FEET, A CENTRAL ANGLE OF 29°48'35", AN ARC LENGTH OF 242.37 FEET, AND A CHORD BEARING N14°58'43"E FOR 239.64 FEET, TO THE POINT OF TANGENT; THENCE CONTINUE, N29°55'19"E, FOR 263.50 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE WESTERLY; THENCE CONTINUE, NORTHERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF N60°06'26"W, HAVING A RADIUS OF 680.40 FEET, A CENTRAL ANGLE OF 58°20'38", AN ARC LENGTH OF 692.85 FEET, AND A CHORD BEARING N00°43'15"E FOR 663.30 FEET, TO THE POINT OF TANGENT; THENCE CONTINUE, N29°59'36"W, FOR 123.40 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY; THENCE CONTINUE, NORTHERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF N60°51'19"E, HAVING A RADIUS OF 234.43 FEET, A CENTRAL ANGLE OF 25°18'42", AN ARC LENGTH OF 103.56 FEET, AND A CHORD BEARING N16°29'20"W FOR 102.72 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE CONTINUE, NORTHWESTERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF S78°42'31"W, HAVING A RADIUS OF 340.42 FEET, A CENTRAL ANGLE OF 35°47'08", AN ARC LENGTH OF 212.62 FEET, AND A CHORD BEARING N29°11'03"W FOR 209.18 FEET, TO THE POINT OF TANGENT; THENCE CONTINUE, N47°03'26"W, FOR 57.25 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF N42°50'57"E, HAVING A RADIUS OF 209.52 FEET, A CENTRAL ANGLE OF 47°15'28", AN ARC LENGTH OF 172.81 FEET, AND A CHORD BEARING N23°31'19"W FOR 167.96 FEET, TO THE POINT OF TANGENT; THENCE CONTINUE, N00°02'22"E, FOR 227.50 FEET; THENCE CONTINUE, N08°40'13"E, FOR 258.71 FEET TO THE SOUTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1582, PAGE 1710, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE

[CONTINUED ON NEXT SHEET]

PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

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PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

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BEARINGS ARE BASED UPON THE E LINE OF SEC 3I-25S-16E, BEING N00°19'40"W.

[CONTINUED FROM PREVIOUS SHEET]

ALONG SAID SOUTH LINE, N89°42'15"E, FOR 193.66 FEET TO THE EAST LINE, SAID LANDS; THENCE ALONG SAID EAST LINE, N00°02'09"E, FOR 150.00 FEET TO THE SOUTH RIGHT-OF-WAY, GREEN KEY ROAD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, N89°46'18"E, FOR 815.44 FEET TO THE WEST LINE, BAYOU VIEW, RECORDED IN PLAT BOOK 2, PAGE 53, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, S00°09'54"W, FOR 1,410.88 FEET TO THE SOUTH LINE, SAID BAYOU VIEW; THENCE ALONG SAID SOUTH LINE, S89°41'08"E, FOR 820.01 FEET TO THE WEST RIGHT-OF-WAY, OELSNER STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY, N00°02'21"W, FOR 180.35 FEET TO THE WESTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY, MAIN STREET; THENCE ALONG SAID EXTENSION AND NORTH RIGHT-OF-WAY, S89°27'48"E, FOR 237.35 FEET TO THE WEST LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8229, PAGE 1379, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, N00°00'38"E, FOR 141.54 FEET TO THE SOUTH LINE, PALM CAY, RECORDED IN PLAT BOOK 65, PAGE 67, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, N89°53'32"W, FOR 191.26 FEET TO THE EAST RIGHT-OF-WAY, OELSNER STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY, N00°09'31"E, FOR 490.23 FEET TO THE NORTH LINE, AFORESAID PALM CAY; THENCE ALONG SAID NORTH LINE, S89°32'10"E, FOR 633.11 FEET TO THE WEST LINE, BROWN & WALKER SUBDIVISION, RECORDED IN PLAT BOOK 12, PAGE 91, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE AND IT'S NORTHERLY EXTENSION, N00°17'33"E, FOR 685.51 FEET TO THE NORTH RIGHT-OF-WAY, GREEN KEY ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY, S89°31'20"E, FOR 329.82 FEET; THENCE CONTINUE, N89°30'39"E, FOR 219.63 FEET; THENCE CONTINUE, N57°40'06"E, FOR 28.51 FEET TO THE WEST RIGHT-OF-WAY, U.S. HIGHWAY 19; THENCE ALONG SAID WEST RIGHT-OF-WAY, N00°17'24"E, FOR 914.14 FEET TO THE SOUTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1282, PAGE 1478, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, N89°33'06"W, FOR 239.63 FEET TO THE WEST LINE, SAID LANDS; THENCE ALONG SAID WEST LINE, N00°10'19"W, FOR 208.38 FEET TO THE NORTH LINE, SAID LANDS; THENCE ALONG SAID NORTH LINE, S89°29'44"E, FOR 241.32 FEET TO THE WEST RIGHT-OF-WAY, U.S. HIGHWAY 19; THENCE ALONG SAID WEST RIGHT-OF-WAY, N00°16'56"E, FOR 165.00 FEET TO THE NORTH RIGHT-OF-WAY, BEAU LANE; THENCE ALONG SAID NORTH RIGHT-OF-WAY, N89°29'53"W, FOR 242.60 FEET TO THE WEST LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3489, PAGE 645, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, N00°09'59"W, FOR 182.88 FEET TO THE SOUTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6296, PAGE 1770, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, N89°30'07"W, FOR 661.56 FEET; THENCE CONTINUE, S00°03'15"W, FOR 33.00 FEET; THENCE CONTINUE, N89°31'26"W, FOR 330.81 FEET TO THE WEST LINE, SECTION 5, TOWNSHIP 26 SOUTH, RANGE 16 EAST; THENCE ALONG SAID WEST LINE, N00°09'53"E, FOR 441.13 FEET TO THE POINT OF BEGINNING.

PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

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JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH

JARED T. PATENAUDE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

THIS IS NOT A FIELD SURVEY

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THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY.

BEARINGS ARE BASED UPON THE E LINE OF SEC 31-25S-16E, BEING N00°19'40"W.

TOGETHER WITH: [SEE SHEET 63 FOR POINT OF BEGINNING – RELATED CALLS SHOWN AS "(L2)"]

TOGETHER WITH: A PORTION OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER, LOT 91, EDGEWATER GARDENS UNIT-1, RECORDED IN PLAT BOOK 6, PAGE 96, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG THE NORTH RIGHT-OF-WAY, MANOR BEACH ROAD, N55°52'11"W, FOR 399.23 FEET TO THE WEST LINE, AFORESAID EDGEWATER GARDENS UNIT 1; THENCE ALONG SAID WEST LINE, N33°48'41"E, FOR 44.98 FEET; THENCE CONTINUE, N34°22'38"E, FOR 73.00 FEET; THENCE CONTINUE, N09°56'21"E, FOR 40.74 FEET; THENCE CONTINUE, N23°23'01"E, FOR 80.08 FEET; THENCE CONTINUE, N19°49'21"E, FOR 40.00 FEET; THENCE CONTINUE, N07°11'23"E, FOR 41.20 FEET; THENCE CONTINUE, N34°04'18"E, FOR 62.47 FEET; THENCE CONTINUE, N45°21'05"E, FOR 126.11 FEET; THENCE CONTINUE, N50°20'14"E, FOR 40.15 FEET; THENCE CONTINUE, N70°09'55"E, FOR 41.26 FEET; THENCE CONTINUE, N57°08'34"E, FOR 114.51 FEET; THENCE N13°48'16"E, FOR 35.07 FEET TO THE NORTH LINE, AFORESAID EDGEWATER GARDENS UNIT-1; THENCE ALONG SAID NORTH LINE, N78°10'29"E, FOR 37.52 FEET; THENCE CONTINUE, N83°33'41"E, FOR 20.06 FEET; THENCE CONTINUE, S47°00'02"E, FOR 94.94 FEET; THENCE CONTINUE, S53°14'00"E, FOR 52.00 FEET; THENCE CONTINUE, S68°30'26"E, FOR 40.94 FEET; THENCE CONTINUE, N86°01'05"E, FOR 73.80 FEET TO THE EAST LINE, AFORESAID EDGEWATER GARDENS UNIT-1; THENCE ALONG SAID EAST LINE, S36°31'44"E, FOR 50.40 FEET; THENCE CONTINUE, S21°54'21"E, FOR 25.46 FEET; THENCE CONTINUE, S25°48'29"W, FOR 71.92 FEET; THENCE CONTINUE, S11°02'41"W, FOR 33.11 FEET; THENCE CONTINUE, S02°12'04"E, FOR 88.69 FEET; THENCE CONTINUE, S27°59'58"E, FOR 59.18 FEET; THENCE CONTINUE, S54°44'43"E, FOR 46.34 FEET; THENCE CONTINUE, S22°50'50"E, FOR 58.19 FEET; THENCE CONTINUE, S22°41'06"W, FOR 33.87 FEET; THENCE CONTINUE, S04°44'55"E, FOR 39.26 FEET; THENCE CONTINUE, S07°57'02"W, FOR 40.89 FEET; THENCE CONTINUE, S03°21'12"E, FOR 40.07 FEET; THENCE CONTINUE, S25°12'39"E, FOR 59.13 FEET; THENCE CONTINUE, S00°33'44"E, FOR 108.26 FEET TO THE SOUTH LINE, AFORESAID EDGEWATER GARDENS UNIT-1; THENCE ALONG SAID SOUTH LINE, N89°51'40"W, FOR 257.63 FEET TO THE EAST LINE, LOT 81, GREEN KEY ESTATES, RECORDED IN PLAT BOOK 6, PAGE 57, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, S01°39'49"W, FOR 90.41 FEET TO THE NORTH RIGHT-OF-WAY, MANOR BEACH ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY, WEST, FOR 14.78 FEET; THENCE CONTINUE, N45°17'38"W, FOR 17.24 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF S48°04'30"W, HAVING A RADIUS OF 163.27 FEET, A CENTRAL ANGLE OF 23°43'30", AN ARC LENGTH OF 67.61 FEET, AND A CHORD BEARING N59°56'15"W FOR 67.12 FEET, TO THE POINT OF TANGENT; THENCE CONTINUE, N71°15'31"W, FOR 140.45 FEET TO THE POINT OF BEGINNING.

PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: NONE	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
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LESS AND EXCEPT: [SEE SHEET 72 FOR POINT OF COMMENCEMENT – RELATED CALLS SHOWN AS "(L3)"]

THAT PORTION OF THE SOUTH 250 FEET OF TRACT 21 OF TAMPA–TARPON SPRINGS LAND COMPANY SUBDIVISION OF SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 1, PAGES 68, 69 AND 70 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LYING WEST OF U.S. 19 NORTH (SR#55) AS IS NOW CONSTRUCTED. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER, SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE, SAID SECTION, S89°28'50"E, FOR 1227.21 FEET TO THE WEST RIGHT–OF–WAY U.S. HIGHWAY 19; THENCE ALONG SAID WEST RIGHT–OF–WAY, S0° 02' 28"W, FOR 738.75 FEET FOR THE POINT OF BEGINNING; THENCE, CONTINUE, S00°02'35"W, FOR 250.00 FEET TO THE SOUTH LINE, TRACT 21, AFORESAID TAMPA–TARPON SPRINGS LAND COMPANY SUBDIVISION; THENCE ALONG SAID SOUTH LINE, N89°34'20"W, FOR 351.64 FEET TO THE WEST LINE, SAID TRACT 21; THENCE ALONG SAID WEST LINE, N00°23'38"E, FOR 250.01 FEET TO THE NORTH LINE OF THE SOUTH 250 FEET, SAID TRACT 21; THENCE ALONG SAID NORTH LINE, S89°34'13"E, FOR 350.10 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: [SEE SHEET 91 FOR POINT OF COMMENCEMENT – RELATED CALLS SHOWN AS "(L4)"]

UNITS 1, 2 AND 3, NEWPORTER MEDICAL MALL PROFESSIONAL CONDOMINIUM ASSOCIATION, AS RECORDED IN OFFICIAL RECORDS BOOK 940, PAGE 188, PUBLIC RECORDS, PASCO COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER, SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA; THENCE ALONG THE EAST LINE, SAID SECTION 8, N00°01'50"W, FOR 1149.50 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE, UNIT 1, AFORESAID NEWPORTER MEDICAL MALL PROFESSIONAL CONDOMINIUM ASSOCIATION; THENCE ALONG SAID NORTH LINE AND IT'S EXTENSION, N89°38'25"W, FOR 2090.65 FEET TO THE NORTHEAST CORNER, SAID UNIT 1 AND THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE, AFORESAID UNITS 1, 2 AND 3, S00°01'12"E, FOR 90.13 FEET TO THE SOUTH LINE, SAID UNIT 3; THENCE ALONG SAID SOUTH LINE, N89°27'46"W, FOR 40.00 FEET TO THE WEST LINE, AFORESAID UNITS 1, 2 AND 3; THENCE ALONG SAID WEST LINE, N00°01'12"W, FOR 90.00 FEET TO THE NORTH LINE, SAID UNIT 1; THENCE ALONG SAID NORTH LINE, S89°38'31"E, FOR 40.00 FEET TO THE POINT OF BEGINNING.

PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: NONE	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1–38 FOR LEGAL DESCRIPTION SEE SHEETS 39–104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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SIGNATURE AND SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER
CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH

JARED T. PATENAUE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

THIS IS NOT A FIELD SURVEY

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY.

BEARINGS ARE BASED UPON THE E LINE OF SEC 31-25S-16E, BEING N00°19'40"W.

LESS AND EXCEPT: [SEE SHEET 91 FOR POINT OF COMMENCEMENT – RELATED CALLS SHOWN AS "(L5)"]

UNITS 4, 5 AND 6, NEWPORTER MEDICAL MALL PROFESSIONAL CONDOMINIUM ASSOCIATION, AS RECORDED IN OFFICIAL RECORDS BOOK 940, PAGE 188, PUBLIC RECORDS, PASCO COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER, SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA; THENCE ALONG THE EAST LINE, SAID SECTION 8, N00°01'50"W, FOR 1149.50 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE, UNIT 4, AFORESAID NEWPORTER MEDICAL MALL PROFESSIONAL CONDOMINIUM ASSOCIATION; THENCE ALONG SAID NORTH LINE AND IT'S EXTENSION, N89°38'31"W, FOR 2040.65 FEET TO THE NORTHEAST CORNER, SAID UNIT 4 AND THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE, AFORESAID UNITS 4, 5 AND 6, S00°01'12"E, FOR 90.00 FEET TO THE SOUTH LINE, SAID UNIT 6; THENCE ALONG SAID SOUTH LINE, N89°38'31"W, FOR 40.00 FEET TO THE WEST LINE, AFORESAID UNITS 4, 5 AND 6; THENCE ALONG SAID WEST LINE, N00°01'12"W, FOR 90.00 FEET TO THE NORTH LINE, SAID UNIT 4; THENCE ALONG SAID NORTH LINE, S89°38'31"E, FOR 40.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: [SEE SHEET 91 FOR POINT OF COMMENCEMENT – RELATED CALLS SHOWN AS "(L6)"]

UNITS 7, 8 AND 9, NEWPORTER MEDICAL MALL PROFESSIONAL CONDOMINIUM ASSOCIATION, AS RECORDED IN OFFICIAL RECORDS BOOK 940, PAGE 188, PUBLIC RECORDS, PASCO COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER, SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA; THENCE ALONG THE EAST LINE, SAID SECTION 8, N00°01'50"W, FOR 1051.43 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE, UNIT 7, AFORESAID NEWPORTER MEDICAL MALL PROFESSIONAL CONDOMINIUM ASSOCIATION; THENCE ALONG SAID NORTH LINE AND IT'S EXTENSION, N89°38'31"W, FOR 2090.67 FEET TO THE NORTHEAST CORNER, SAID UNIT 7 AND THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE, AFORESAID UNITS 7, 8 AND 9, S00°01'12"E, FOR 90.00 FEET TO THE SOUTH LINE, SAID UNIT 9; THENCE ALONG SAID SOUTH LINE, N89°38'31"W, FOR 40.00 FEET TO THE WEST LINE, AFORESAID UNITS 7, 8 AND 9; THENCE ALONG SAID WEST LINE, N00°01'12"W, FOR 90.00 FEET TO THE NORTH LINE, SAID UNIT 7; THENCE ALONG SAID NORTH LINE, S89°38'31"E, FOR 40.00 FEET TO THE POINT OF BEGINNING.

PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: NONE	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1–38 FOR LEGAL DESCRIPTION SEE SHEETS 39–104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

THIS IS NOT A FIELD SURVEY

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THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY.

BEARINGS ARE BASED UPON THE E LINE OF SEC 31-25S-16E, BEING N00°19'40"W.

LESS AND EXCEPT: [SEE SHEET 91 FOR POINT OF COMMENCEMENT – RELATED CALLS SHOWN AS "(L7)"]

UNITS 10, 11 AND 12, NEWPORTER MEDICAL MALL PROFESSIONAL CONDOMINIUM ASSOCIATION, AS RECORDED IN OFFICIAL RECORDS BOOK 940, PAGE 188, PUBLIC RECORDS, PASCO COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER, SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA; THENCE ALONG THE EAST LINE, SAID SECTION 8, N00°01'50"W, FOR 1051.43 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE, UNIT 10, AFORESAID NEWPORTER MEDICAL MALL PROFESSIONAL ASSOCIATION CONDOMINIUM; THENCE ALONG SAID NORTH LINE AND IT'S EXTENSION, N89°38'32"W, FOR 2040.67 FEET TO THE NORTHEAST CORNER, SAID UNIT 10 AND THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE, AFORESAID UNITS 10, 11 AND 12, S00°02'23"E, FOR 90.13 FEET TO THE SOUTH LINE, SAID UNIT 12; THENCE ALONG SAID SOUTH LINE, N89°38'32"W, FOR 40.03 FEET TO THE WEST LINE, AFORESAID UNITS 10, 11 AND 12; THENCE ALONG SAID WEST LINE, N00°01'12"W, FOR 90.13 FEET TO THE NORTH LINE, SAID UNIT 10; THENCE ALONG SAID NORTH LINE, S89°38'31"E, FOR 40.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: [SEE SHEET 84 FOR POINT OF BEGINNING – RELATED CALLS SHOWN AS "(L8)"]

LOT 1 TOGETHER WITH THE WEST ½ LOT 2, BLOCK 4, C.E. CRAFTS SUBDIVISION NO. 5, AS RECORDED IN PLAT BOOK 2, PAGE 62, PUBLIC RECORDS, PASCO COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER, AFORESAID LOT 1; THENCE ALONG THE EAST RIGHT-OF-WAY, MAPLE STREET, N00°02'24"W FOR 134.38 FEET TO THE NORTH LINE, AFORESAID LOTS 1 & 2; THENCE ALONG SAID NORTH LINE, S89°37'04"E FOR 74.94 FEET TO THE EAST LINE OF THE WEST ½, SAID LOT 2; THENCE ALONG SAID EAST LINE, S00°03'12"E FOR 134.38 FEET TO THE NORTH RIGHT-OF-WAY, SCHOOL ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY, N89°37'04"W, FOR 74.97 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: [SEE SHEET 84 FOR POINT OF COMMENCEMENT – RELATED CALLS SHOWN AS "(L9)"]

LOTS 6 & 7, BLOCK 4, C.E. CRAFTS SUBDIVISION NO. 5, AS RECORDED IN PLAT BOOK 2, PAGE 62, PUBLIC RECORDS, PASCO COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER, LOT 8, SAID C.E. CRAFTS SUBDIVISION NO. 5; THENCE ALONG THE NORTH RIGHT-OF-WAY, SCHOOL ROAD, N89°34'12"W FOR 49.97 FEET TO THE EAST LINE, AFORESAID LOT 7 AND THE POINT OF BEGINNING; THENCE CONTINUE, N89°38'30"W FOR 99.91 FEET TO THE WEST LINE, AFORESAID LOT 6; THENCE ALONG SAID WEST LINE, N00°0'24"E FOR 134.38 FEET TO THE NORTH LINE, AFORESAID LOTS 6 & 7; THENCE ALONG SAID NORTH LINE, S89°36'30"E FOR 99.91 FEET TO THE AFORESAID EAST LINE, LOT 7; THENCE ALONG SAID EAST LINE, S00°02'24"E FOR 134.38 FEET TO THE POINT OF BEGINNING.

PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: NONE	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1–38 FOR LEGAL DESCRIPTION SEE SHEETS 39–104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

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BEARINGS ARE BASED UPON THE E LINE OF SEC 31-25S-16E, BEING N00°19'40"W.

LESS AND EXCEPT: [SEE SHEET 84 FOR POINT OF BEGINNING – RELATED CALLS SHOWN AS "(L10)"]


LOTS 1, 2 & 3, BLOCK 5, C.E. CRAFTS SUBDIVISION NO. 5, AS RECORDED IN PLAT BOOK 2, PAGE 62, PUBLIC RECORDS, PASCO COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER, AFORESAID LOT 1; THENCE ALONG THE EAST RIGHT-OF-WAY, BEACH STREET, N00°02'24"W FOR 134.38 FEET TO THE NORTH LINE, AFORESAID LOTS 1, 2 & 3; THENCE ALONG SAID NORTH LINE, S89°39'56"E FOR 149.88 FEET TO THE EAST LINE, SAID LOT 3; THENCE ALONG SAID EAST LINE, S00°02'24"E FOR 134.38 FEET TO THE NORTH RIGHT-OF-WAY, SCHOOL ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY, N89°39'56"W FOR 149.88 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: [SEE SHEET 84 FOR POINT OF COMMENCEMENT – RELATED CALLS SHOWN AS "(L11)"]

LOT 5, BLOCK 5, C.E. CRAFTS SUBDIVISION NO. 5, AS RECORDED IN PLAT BOOK 2, PAGE 62, PUBLIC RECORDS, PASCO COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER, LOT 1, SAID C.E. CRAFTS SUBDIVISION NO. 5; THENCE ALONG THE NORTH RIGHT-OF-WAY, SCHOOL ROAD, N89°38'30"E FOR 199.82 FEET TO THE WEST LINE, AFORESAID LOT 5 AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE, N00°01'36"W FOR 134.50 FEET TO THE NORTH LINE, SAID LOT 5; THENCE ALONG SAID NORTH LINE, S89°34'11"E FOR 49.94 FEET TO THE EAST LINE, SAID LOT 5; THENCE ALONG SAID EAST LINE, S00°02'24"E FOR 134.38 FEET TO THE NORTH RIGHT-OF-WAY, SCHOOL ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY, N89°42'48"W FOR 49.97 FEET TO THE POINT OF BEGINNING.

PREPARED FOR:					
CITY OF NEW PORT RICHEY					
SHEET DESCRIPTION:					
CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS					
SCALE:	DATE:	DRAWN:	CALCED:	CHECKED:	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
NONE	1-24-24	BGD	BGD	JTP	
JOB No.:	EPN:	SECTION:	TOWNSHIP:	RANGE:	<div>NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH</div> <div>JARED T. PATENAUDE PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER LS 6971 STATE OF FLORIDA</div>
516-60	444	28,31-33 4-6,7-9,16-18	25S 26S	16E 16E	
					
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BEARINGS ARE BASED UPON THE E LINE OF SEC 31-25S-16E, BEING N00°19'40"W.

LESS AND EXCEPT: [SEE SHEET 73 FOR POINT OF COMMENCEMENT – RELATED CALLS SHOWN AS "(L12)"]

A PORTION OF SECTIONS 4 & 9, TOWNSHIP 26, RANGE 16 EAST, PASCO COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER, SAID SECTION 9; THENCE ALONG THE NORTH LINE, SAID SECTION 9, S89°36'23"E FOR 15.00 FEET TO THE SOUTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY, CONGRESS STREET AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY EXTENSION AND EAST RIGHT-OF-WAY, N01°07'44"E FOR 659.86 FEET TO SOUTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3861, PAGE 610, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, S89°39'01"E FOR 634.89 FEET TO THE WEST LINE, THE WILDS A CONDOMINIUM DEVELOPMENT, RECORDED IN PLAT BOOK 20, PAGE 148, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, S00°18'09"W FOR 645.38 FEET TO THE NORTH LINE, AFORESAID SECTION 9; THENCE S06°26'04"E FOR 30.18 FEET TO THE SOUTH RIGHT-OF-WAY, ILLINOIS AVENUE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, N89°37'00"W FOR 223.26 FEET TO THE EAST LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8553, PAGE 544, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, S00°03'50"W FOR 673.75 FEET TO THE SOUTH LINE, SAID LANDS; THENCE ALONG SAID SOUTH LINE, N89°36'13"W FOR 415.57 FEET TO THE EAST RIGHT-OF-WAY CONGRESS STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY, N00°08'37"E FOR 673.75 FEET; THENCE N33°21'01"W FOR 18.13 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: [SEE SHEET 73 FOR POINT OF COMMENCEMENT – RELATED CALLS SHOWN AS "(L13)"]

A PORTION OF SECTION 9, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER, SAID SECTION 9; THENCE ALONG THE WEST LINE OF THE NORTHEAST 1/4, SAID SECTION 9, S00°05'53"W FOR 928.83 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6495, PAGE 310, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY EXTENSION, S89°36'14"E FOR 24.25 FEET TO THE EAST RIGHT-OF-WAY, CONGRESS STREET AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE, AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6495, PAGE 310, S89°36'14"E FOR 415.92 FEET TO THE WEST LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5005, PAGE 796, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, S00°03'35"W FOR 60.00 FEET TO THE SOUTH LINE, TRACT 7, SECTION 9, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PORT RICHEY LAND COMPANY SUBDIVISION, RECORDED IN PLAT BOOK 1, PAGE 61, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, N89° 36' 15"W FOR 416.01 FEET TO THE EAST RIGHT-OF-WAY, CONGRESS STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY, N00°08'57"E FOR 60.00 FEET TO THE POINT OF BEGINNING.

PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: NONE	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1–38 FOR LEGAL DESCRIPTION SEE SHEETS 39–104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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LESS AND EXCEPT: [SEE SHEET 94 FOR POINT OF COMMENCEMENT – RELATED CALLS SHOWN AS "(L14)"]

A PORTION OF SECTION 16, TOWNSHIP 26, RANGE 16 EAST, PASCO COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER, SAID SECTION 16; THENCE ALONG THE NORTH LINE, SAID SECTION 16, N89°43'34"W FOR 1899.82 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 606, PAGE 193, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY EXTENSION, S00°12'26"W FOR 29.96 FEET TO THE SOUTH RIGHT-OF-WAY, CECELIA DRIVE AND THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 606, PAGE 193, S00°12'26"W FOR 285.00 FEET TO THE SOUTH LINE, SAID LANDS; THENCE ALONG SAID SOUTH LINE, N89°44'15"W FOR 299.97 FEET TO THE EAST LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6388, PAGE 361, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, S00°12'31"W FOR 248.88 FEET TO THE SOUTH LINE, SAID LANDS; THENCE ALONG SAID SOUTH LINE, N89°45'07"W FOR 259.91 FEET TO THE WEST LINE, SAID LANDS; THENCE ALONG SAID WEST LINE, N00°12'04"E FOR 534.00 FEET TO THE SOUTH RIGHT-OF-WAY, CECELIA DRIVE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, S89°43'53"E FOR 559.94 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: [SEE SHEET 97 FOR POINT OF COMMENCEMENT – RELATED CALLS SHOWN AS "(L15)"]

THAT PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1896, PAGE 901, PUBLIC RECORDS, PASCO COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER, UNI-VILLE SECTION TWO, RECORDED IN PLAT BOOK 8, PAGE 47, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE, SAID UNI-VILLE SECTION TWO, S89°37'23"E, FOR 19.00 FEET TO THE WEST LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8290, PAGE 404, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, N00°22'43"E, FOR 89.88 FEET TO THE WEST LINE, AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1896, PAGE 901; THENCE ALONG SAID WEST LINE, N00°22'04"E, FOR 384.27 FEET; THENCE S89°40'01"E, FOR 260.85 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE, S89°40'01"E, FOR 172.00 FEET; THENCE S00°22'01"W, FOR 122.00 FEET; THENCE N89°38'31"W, FOR 120.00 FEET; THENCE N44°41'24"W, FOR 73.50 FEET; THENCE N00°23'01"E, FOR 70.00 TO THE POINT OF BEGINNING.

PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: NONE	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1–38 FOR LEGAL DESCRIPTION SEE SHEETS 39–104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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LICENSED SURVEYOR AND MAPPER
CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH

JARED T. PATENAUE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

THIS IS NOT A FIELD SURVEY

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

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BEARINGS ARE BASED UPON THE E LINE OF SEC 31-25S-16E, BEING N00°19'40"W.

LESS AND EXCEPT: [SEE SHEETS 89 & 103 FOR POINT OF COMMENCEMENT – RELATED CALLS SHOWN AS "(L16)"]

THAT PORTION OF THE NORTH 198.26 FEET OF TRACT 22, TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION, SECTION 17, TOWNSHIP 26 SOUTH, RANGE 16 EAST, RECORDED IN PLAT BOOK 1, PAGE 68, PUBLIC RECORDS, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER, SAID TRACT 22; THENCE ALONG THE EAST LINE, SAID TRACT 22, S00°17'11"W, FOR 87.50 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE, S00°16'29"W, FOR 110.75 FEET; THENCE N89°33'29"W, FOR 307.82 FEET TO THE EAST RIGHT-OF-WAY, U.S. HIGHWAY 19; THENCE ALONG SAID EAST RIGHT-OF-WAY, N24°03'21"E, FOR 163.45 FEET; THENCE S80°24'07"E FOR 245.15 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: [SEE SHEET 77 FOR POINT OF COMMENCEMENT – RELATED CALLS SHOWN AS "(L17)"]

A PORTION OF SECTION 9, TOWNSHIP 26, RANGE 16 EAST, PASCO COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER, SAID SECTION 9, TOWNSHIP 26, RANGE 16 EAST, THENCE S89°32'17"E, FOR 15.50 FEET TO THE EAST RIGHT-OF-WAY, MADISON STREET AND THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE, LOTS 44 – 37, OLD GROVE SUBDIVISION NO. 1, RECORDED IN PLAT BOOK 2, PAGE 37, PUBLIC RECORDS, PASCO COUNTY, FLORIDA, N89°56'03"E, FOR 435.22 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY, OLEANDER AVENUE; THENCE S77°46'38"E, FOR 50.78 FEET TO THE NORTHWESTERLY LINE, LOT 30, AFORESAID OLD GROVE SUBDIVISION NO. 1; THENCE ALONG SAID NORTHWESTERLY LINE, N41°33'52"E FOR 113.94 FEET TO THE NORTHEASTERLY LINE, LOTS 30 & 31, SAID OLD GROVE SUBDIVISION NO. 1; THENCE ALONG SAID NORTHEASTERLY LINE, S48°06'46"E, FOR 119.72 FEET TO THE WEST LINE, LOT 33, SAID OLD GROVE SUBDIVISION NO. 1; THENCE ALONG SAID WEST LINE, SOUTH, FOR 124.94 FEET TO THE NORTH RIGHT-OF-WAY, WARREN AVENUE; THENCE ALONG SAID NORTH RIGHT-OF-WAY, S89°33'09"E, FOR 80.00 FEET TO THE EAST LINE, LOTS 33 & 3, AFORESAID OLD GROVE SUBDIVISION NO. 1; THENCE ALONG SAID EAST LINE, NORTH, FOR 154.75 FEET; THENCE EAST, FOR 15.00 FEET; THENCE ALONG THE WEST LINE, LOT 2, SAID OLD GROVE SUBDIVISION NO. 1, SOUTH, FOR 29.88 FEET TO THE SOUTH LINE LOTS 2 & 1, SAID OLD GROVE SUBDIVISION NO. 1; THENCE ALONG SAID SOUTH LINE, S89°34'55"E, FOR 119.91 FEET TO THE EAST LINE, SAID LOT 1, N00°01'04"W, 100.00 FEET TO SOUTH LINE, PITHLOCHASCOTEE RIVER; THENCE ALONG SAID SOUTH LINE, N57°20'12"E, FOR 49.33 FEET TO THE EAST LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3776, PAGE 494, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, S00°23'33"W, FOR 127.75 FEET; THENCE EAST, FOR 27.50 FEET TO THE EAST LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3282, PAGE 1500, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, S00°41'47"W FOR 167.14 FEET TO THE NORTH RIGHT-OF-WAY, WARREN AVENUE; THENCE ALONG SAID NORTH RIGHT-OF-WAY, S65°32'52"E, FOR 896.88 FEET TO THE WEST LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4159, PAGE 504, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, N00°29'53"W, FOR 517.77 FEET; THENCE CONTINUE, N02°08'51"E FOR 15.01 FEET TO THE NORTH LINE, SAID LANDS; THENCE ALONG SAID NORTH LINE, S89°33'33"E, FOR 438.79 FEET TO THE EAST LINE, SAID LANDS;

[CONTINUED ON NEXT SHEET]

PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: NONE	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



FLORIDA DESIGN
CONSULTANTS, INC.

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[CONTINUED FROM PREVIOUS SHEET]

THENCE ALONG SAID EAST LINE, S00°11'24"E, FOR 989.26 FEET TO THE NORTH LINE, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8570, PAGE 708, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE AND IT'S EASTERLY EXTENSION, S89°28'25"E, FOR 435.30 FEET TO THE EAST LINE, SOUTHWEST 1/4, SECTION 9, TOWNSHIP 26 SOUTH, RANGE 16 EAST; THENCE ALONG SAID EAST LINE, S00°03'06"W, FOR 660.00 FEET TO THE EASTERLY EXTENSION, SOUTH LINE, SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8570, PAGE 708 ; THENCE ALONG SAID EASTERLY EXTENSION AND SOUTH LINE, N89°25'37"W, FOR 699.88 FEET TO THE EAST LINE, CONNIEWOOD SUBDIVISION RECORDED IN PLAT BOOK 10, PAGE 136, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE, N00°14'43"W, FOR 145.51 FEET TO THE EAST RIGHT-OF-WAY CONNIEWOOD SQUARE AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE WESTERLY; THENCE ALONG SAID EAST RIGHT-OF-WAY, NORTHERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF N31°07'55"W, HAVING A RADIUS OF 51.00 FEET, A CENTRAL ANGLE OF 59°03'50", AN ARC LENGTH OF 52.57, AND A CHORD BEARING N29°20'17E FOR 50.28 FEET, TO THE POINT OF TANGENT; THENCE CONTINUE, N00°11'30"W, FOR 280.13 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE WESTERLY; THENCE CONTINUE, NORTHERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF S89°48'30"W, HAVING A RADIUS OF 50.32 FEET, A CENTRAL ANGLE OF 44°45'31", AN ARC LENGTH OF 39.31 FEET, AND A CHORD BEARING N22°34'17"W, FOR 38.31 FEET TO THE EAST LINE, AFORESAID CONNIEWOOD SUBDIVISION; THENCE ALONG SAID EAST LINE, N45°07'24"E, FOR 20.55 FEET; THENCE CONTINUE, N0° 11' 31"W, FOR 140.00 FEET TO THE NORTH LINE, SAID CONNIEWOOD SUBDIVISION; THENCE ALONG SAID NORTH LINE, N89°28'50"W, FOR 193.01 FEET TO THE EAST RIGHT-OF-WAY, HIGH STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY, N00°21'29"W, FOR 20.00 FEET TO THE NORTH RIGHT-OF-WAY, HIGH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY, N89°29'38"W, FOR 169.82 FEET TO THE WEST LINE, LOT 7, BLOCK H, OLD GROVE SUBDIVISION NUMBER TWO, RECORDED IN PLAT BOOK 2, PAGE 69, PUBLIC RECORDS, PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, N00°10'49"W, FOR 148.88 FEET TO THE SOUTH RIGHT-OF-WAY, ARTHUR AVENUE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, N65°37'20"W, FOR 136.58 FEET TO THE SOUTH RIGHT-OF-WAY CORSON AVENUE AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, WESSTERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF S26°25'35"W, HAVING A RADIUS OF 276.39 FEET, A CENTRAL ANGLE OF 24°44'41", AN ARC LENGTH OF 119.37 FEET, AND A CHORD BEARING N75°56'46"W FOR 118.44 FEET, TO THE POINT OF NON-TANGENT; THENCE CONTINUE, N89°31'21"W, FOR 60.00 FEET TO THE EAST RIGHT-OF-WAY, SHADOW LANE; THENCE ALONG SAID EAST RIGHT-OF-WAY, S0°01'23"E, FOR 232.13 FEET TO THE NORTH RIGHT-OF-WAY, HIGH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY, N89°28'45"W, FOR 220.01 FEET TO THE WEST LINE, LOT 13, BLOCK D, AFORESAID OLD GROVE SUBDIVISION UNIT TWO; THENCE ALONG SAID WEST LINE, N00°00'57"W, FOR 112.13 FEET TO THE NORTH LINE, LOT 14, BLOCK D, AFORESAID OLD GROVE SUBDIVISION UNIT TWO; THENCE ALONG SAID NORTH LINE, N89°31'21"W, FOR 60.00 FEET TO THE WEST LINE, LOT 7, BLOCK D, AFORESAID OLD GROVE SUBDIVISION UNIT TWO; THENCE ALONG SAID WEST LINE, N00°01'47"W, FOR 120.00 FEET TO THE SOUTH RIGHT-OF-WAY, CORSON AVENUE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, N89°27'46"W, FOR 359.98 FEET TO THE EAST RIGHT-OF-WAY, DEAN STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY, S00°00'54"E, FOR 120.00 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE, LOTS 11-16, BLOCK C, AFORESAID OLD GROVE SUBDIVISION UNIT TWO; THE ALONG SAID EASTERLY EXTENSION AND NORTH LINE, N89°34'13"W FOR 399.98 FEET TO THE WEST LINE, SAID LOT 16; THENCE ALONG SAID WEST LINE, S00°01'55"E FOR 111.63 FEET TO THE NORTH

[CONTINUED ON NEXT SHEET]

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CITY OF NEW PORT RICHEY

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[CONTINUED FROM PREVIOUS SHEET]

RIGHT-OF-WAY HIGH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY, N89°27'46"W, FOR 120.01 FEET TO THE WEST LINE, LOT 18, BLOCK C, AFORESAID OLD GROVE SUBDIVISION UNIT TWO; THENCE ALONG SAID WEST LINE, N00°01'56"W, FOR 111.38 FEET TO THE NORTH LINE, LOTS 20 & 19, BLOCK C, SAID OLD GROVE SUBDIVISION UNIT TWO; THENCE ALONG SAID NORTH LINE, N89°31'21"W, FOR 119.97 FEET TO THE EAST RIGHT-OF-WAY, MADISON STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY, N00°01'32"W, FOR 280.00 FEET TO THE SOUTH LINE, LOTS 1-4, BLOCK B, AFORESAID OLD GROVE SUBDIVISION UNIT TWO; THENCE ALONG SAID SOUTH LINE, S89°33'09"E, FOR 240.01 FEET TO THE EAST LINE, SAID LOT 4; THENCE ALONG SAID EAST LINE, N00°01'47"W, FOR 120.00 FEET TO THE SOUTH RIGHT-OF-WAY, ARTHUR AVENUE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, N89°33'09"W, FOR 240.01 FEET TO THE EAST RIGHT-OF-WAY, MADISON STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY, N00°02'22"E, FOR 454.88 TO THE POINT OF BEGINNING.

LESS AND EXCEPT: [SEE SHEET 89 FOR POINT OF COMMENCEMENT - RELATED CALLS SHOWN AS "(L18)"]

OR 8475 PG 801

BEING A PART OF LOT L, BLOCK 100, FLOR-A-MAR, SECTION 1-B, AS RECORDED IN SAID PASCO COUNTY RECORDS IN PLAT BOOK 7, PAGES 11 AND 11A SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST', AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 8, RUN NORTH 51°11'06" EAST 550.06 FEET; THENCE NORTH 24°03'23" EAST 20 FEET TO THE POINT OF BEGINNING AT A SET IRON PIPE, BEING 20 FEET NORTH 24°03'23" EAST FROM THE NORTHERLY RIGHT OF WAY LINE OF FLOR-A-MAR TERRACE NORTH (120 FOOT RIGHT OF WAY) RUNNING THENCE (1) ALONG A LINE OF LAND NOW OR FORMERLY OF PUBLIX SUPERMARKETS, INC. NORTH 24°03'23" WEST 150.00 FEET; THENCE (2) ALONG SAID OTHER LINE OF LAND OF PUBLIX SUPERMARKETS, INC. SOUTH 65°57'02" EAST 150 FEET TO A CONCRETE MONUMENT SET IN THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 19 (150 FOOT RIGHT OF WAY); THENCE (3) ALONG SAID LINE OF U.S. HIGHWAY NO. 19, SOUTH 24°03'23" WEST 150 FEET TO A CONCRETE MONUMENT SET AT A POINT IN STILL ANOTHER LINE OF LAND NOW OR FORMERLY OF PUBLIX SUPERMARKETS, INC., BEING NORTH 24°03'23" EAST 20 FEET FROM SAID LINE OF FLOR-A-MAR TERRACE NORTH; AND THENCE (4) ALONG THE SAID STILL OTHER LINE OF LAND OF PUBLIX SUPERMARKETS, INC. BEING PARALLEL TO THE SAID LINE OF FLOR-A-MAR TERRACE NORTH, NORTH 65°57'02" WEST 150 FEET TO THE PLACE OF BEGINNING.

PREPARED FOR:

CITY OF NEW PORT RICHEY

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LESS AND EXCEPT: [SEE SHEETS 89 & 103 FOR POINT OF COMMENCEMENT – RELATED CALLS SHOWN AS "(L19)"]
OR 1779 PG 1859

A PORTION OF TRACT 22 IN SECTION 17, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT 22; THENCE RUN SOUTH 00°22'21" WEST 299.89 FEET ALONG THE EAST LINE OF SAID TRACT 22 TO A POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°22'21" WEST 113.70 FEET; THENCE NORTH 89°33'07" WEST, 200.00 FEET; THENCE NORTH 24°03'23" EAST, 124.09 FEET; THENCE SOUTH 89°33'07" EAST, 150.15 FEET TO THE POINT OF BEGINNING.

SAID PORTION OF TRACT 22 BEING DESIGNATED IN ACCORDANCE WITH THE PLAT OF TAMPA AND TARPON SPRINGS LAND COMPANY LANDS RECORDED IN PLAT BOOK 1 AT PAGES 68, 69 AND 70 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

LESS AND EXCEPT: [SEE SHEETS 89 & 103 FOR POINT OF COMMENCEMENT – RELATED CALLS SHOWN AS "(L20)"]
OR 8367 PG 1146

A PORTION OF TRACT 22, SECTION 17, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT 22; THENCE RUN SOUTH 00°22'21" WEST, ALONG THE EAST LINE OF SAID TRACT 22, A DISTANCE OF 299.89 FEET; THENCE NORTH 89°33'07" WEST, A DISTANCE OF 150.15 FEET; THENCE SOUTH 24°03'23" WEST, A DISTANCE OF 24.09 FEET TO A POINT OF BEGINNING; THENCE CONTINUE SOUTH 24°03'23" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 89°33'07" WEST, A DISTANCE OF 201.85 FEET; THENCE NORTH 24°03'23" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 89°33'07" EAST, A DISTANCE OF 201.85 FEET TO THE POINT OF BEGINNING.

SAID PORTION OF TRACT 22 BEING DESIGNATED IN ACCORDANCE WITH PLAT OF TAMPA AND TARPON SPRINGS LAND COMPANY LANDS RECORDED IN PLAT BOOK 1 AT PAGES 68, 69 AND 70 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

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LESS AND EXCEPT:

OR 4917 PG 407

[SEE SHEETS 89 & 103 FOR POINT OF COMMENCEMENT – RELATED CALLS SHOWN AS "(L21A)"]

COMMENCE AT THE NORTHEAST CORNER OF TRACT TWENTY-TWO (22) IN SECTION 17, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, THENCE RUN SOUTH 00°22'21" WEST ALONG THE EAST LINE OF SAID TRACT 22, 367.77 FEET; THENCE NORTH 89°33'07" WEST, 179.92 FEET FOR A POINT OF BEGINNING; THENCE RUN SOUTH 24°03'23" WEST, 50.0 FEET; THENCE NORTH 89°33'07" WEST, 201.85 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 19; THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 24°03'23" EAST, 50.0 FEET; THENCE SOUTH 89°33'07" EAST, 201.85 FEET TO THE POINT OF BEGINNING, BEING A PORTION OF TRACT 22 AFORESAID; SAID TRACT BEING DESIGNATED IN ACCORDANCE WITH THE PLAT OF THE TAMPA AND TARPON SPRINGS LAND COMPANY LANDS RECORDED IN PLAT BOOK 1 AT PAGES 68, 69, AND 70 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

AND

[SEE SHEETS 89 & 103 FOR POINT OF COMMENCEMENT – RELATED CALLS SHOWN AS "(L21B)"]

A PORTION OF TRACTS TWENTY-TWO (22) AND TWENTY-THREE (23) IN SECTION 17, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT 22, THE SAME BEING ON THE NORTH LINE OF SAID SECTION 17, THENCE RUN ALONG THE EAST LINE OF SAID TRACT 22 SOUTH 00°22'21" WEST, 413.59 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°22'21" WEST, 215.33 FEET; THENCE RUN PARALLEL TO THE NORTH LINE OF SAID TRACT 22 NORTH 89°33'07" WEST, 496.25 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 55; THENCE RUN ALONG SAID RIGHT-OF-WAY LINE NORTH 24°03'23" EAST, A DISTANCE OF 235.0 FEET; THENCE SOUTH 89°33'07" EAST, A DISTANCE OF 401.85 FEET TO THE POINT OF BEGINNING; SAID PORTION OF TRACTS BEING DESIGNATED IN ACCORDANCE WITH THE PLAT OF THE TAMPA AND TARPON SPRINGS LAND COMPANY LANDS RECORDED IN PLAT BOOK 1 AT PAGES 68, 69, AND 70 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

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LESS AND EXCEPT: [SEE SHEET 96 FOR POINT OF COMMENCEMENT – RELATED CALLS SHOWN AS "(L22)"]
OR 6109 PG 98

PARCEL 2

A PORTION OF TRACT 12 IN SECTION 18, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, LYING WEST OF U.S. HIGHWAY 19, AS NOW CONSTRUCTED, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT 12, NORTH 89°29'17" EAST, A DISTANCE OF 150.11 FEET TO THE EXISTING RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 19; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 24°03'23" WEST, A DISTANCE OF 145 FEET; THENCE RUN NORTH 65°56'37" WEST, A DISTANCE OF 100.37 FEET TO THE WEST LINE OF SAID TRACT 12; THENCE ALONG THE WEST LINE OF SAID TRACT 12 NORTH 00°25'00" EAST, A DISTANCE OF 90.15 FEET TO THE POINT OF BEGINNING; SAID PORTION OF TRACT BEING DESIGNATED IN ACCORDANCE WITH THE PLAT OF THE TAMPA-TARPON SPRINGS LAND COMPANY'S SUBDIVISION AS RECORDED IN PLAT BOOK 1 AT PAGES 68, 69, AND 70 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

LESS AND EXCEPT: [SEE SHEETS 82 & 104 FOR POINT OF COMMENCEMENT – RELATED CALLS SHOWN AS "(L23)"]
OR 496 PG 135

A PORTION OF THE EAST 1/2 OF TRACT 53, OF TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION OF SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 1, PAGES 68, 69, AND 70, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID TRACT 53; THENCE RUN ALONG THE WEST LINE OF THE EAST 1/2 OF SAID TRACT 53, NORTH 0°19'38" EAST, 319.08 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF THE EAST 1/2 OF SAID TRACT 53, NORTH 0°19'38" EAST, 73.91 FEET; THENCE PARALLEL TO THE SOUTH BOUNDARY OF SAID TRACT 53, SOUTH 89°40'52" EAST, 110.83 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 19, AS IT IS NOW CONSTRUCTED; THENCE 75.00 FEET ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 3,543.80 FEET AND A CHORD OF 75.00 FEET, WHICH BEARS SOUTH 10°04'51" WEST; THENCE NORTH 89°40'52" WEST, 98.13 FEET TO THE POINT OF BEGINNING.

PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: NONE	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



FLORIDA DESIGN
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SIGNATURE AND SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER
CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH

JARED T. PATENAUE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

THIS IS NOT A FIELD SURVEY

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY.

BEARINGS ARE BASED UPON THE E LINE OF SEC 31-25S-16E, BEING N00°19'40"W.

LESS AND EXCEPT: [SEE SHEET 82 & 104 FOR POINT OF COMMENCEMENT – RELATED CALLS SHOWN AS "(L24)"]
OR 501 PG 260

PARCEL "B" – A PORTION OF THE EAST 1/2 OF TRACT 53 OF TAMPA–TARPON SPRINGS LAND COMPANY SUBDIVISION OF SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 1, PAGES 68, 69 AND 70 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID TRACT 53; THENCE RUN ALONG THE WEST LINE OF THE EAST 1/2 OF SAID TRACT 53 NORTH 0° 19' 38" EAST, 196.55 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF THE EAST 1/2 OF SAID TRACT 53 NORTH 0° 19' 38" EAST, 63.58 FEET; THENCE PARALLEL TO THE SOUTH LINE OF SAID TRACT 53 SOUTH 89° 40' 52" EAST, 86.82 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 19 AS IT IS NOW CONSTRUCTED; THENCE 65.0 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE ALONG THE ARC OF A CURVE TO THE RIGHT; SAID CURVE HAVING CHORD OF 65.0 FEET WHICH BEARS SOUTH 12° 10' 59" WEST; THENCE NORTH 89° 40' 52" WEST, 73.46 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: [SEE SHEET 82 & 104 FOR POINT OF COMMENCEMENT – RELATED CALLS SHOWN AS "(L25)"]
OR 504 PG 256

PARCEL "A" – A PORTION OF THE EAST 1/2 OF TRACT 53 OF TAMPA–TARPON SPRINGS LAND COMPANY SUBDIVISION OF SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 1, PAGES 68, 69 AND 70 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID TRACT 53; THENCE RUN ALONG THE WEST LINE OF THE EAST 1/2 OF SAID TRACT 53 NORTH 0° 19' 38" EAST, 260.13 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF THE EAST 1/2 OF SAID TRACT 53 NORTH 0° 19' 38" EAST, 58.95 FEET; THENCE PARALLEL TO THE SOUTH LINE OF SAID TRACT 53 SOUTH 89° 40' 52" EAST, 98.13 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 19 AS IT IS NOW CONSTRUCTED; THENCE 60.0 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE ALONG THE ARC OF A CURVE TO THE RIGHT; SAID CURVE HAVING A CHORD OF 60.0 FEET WHICH BEARS SOUTH 11° 10' 21" WEST; THENCE NORTH 89° 40' 52" WEST, 86.82 FEET TO THE POINT OF BEGINNING.

PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

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LESS AND EXCEPT: [SEE SHEET 82 & 104 FOR POINT OF COMMENCEMENT – RELATED CALLS SHOWN AS "(L26")
OR 6706 PG 1924

A PORTION OF THE EAST 1/2 OF LOT 53, TAMPA AND TARPON SPRINGS LAND COMPANY SUBDIVISION, LOCATED WITHIN SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 0 DEGREES 19' 38" EAST A DISTANCE OF 96.55 FEET FROM THE SOUTHWEST CORNER OF THE EAST 1/2 OF LOT 53, TAMPA AND TARPON SPRINGS LAND COMPANY SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGES 68–70, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; RUN THENCE NORTH 0 DEGREES 19' 38" EAST A DISTANCE OF 100 FEET; THENCE SOUTH 89 DEGREES 54' 00" EAST A DISTANCE OF 73.48 FEET TO THE WESTERLY LINE OF U.S. HIGHWAY 19; THENCE ALONG THE SAID WESTERLY LINE SOUTH 13 DEGREES 19' 13" WEST 112.74 FEET; THENCE NORTH 78 DEGREES 08' 16" WEST A DISTANCE OF 48.54 FEET TO THE POINT OF BEGINNING.

ALL OF THE ABOVE CONTAINING 121,288,203 SQUARE FEET OR 2,784.394 ACRES MORE OR LESS.

PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

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TOGETHER WITH: [SEE SHEET 76 FOR POINT OF COMMENCEMENT – RELATED CALLS SHOWN AS "(L27)"]

A PARCEL OF LAND BEING PORTIONS OF TRACTS 10, 11, 34, 35 AND 36, ACCORDING TO THE PLAT OF TAMPA-TARPON SPRINGS LAND COMPANY, AS RECORDED IN PLAT BOOK 1, PAGE 69, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LYING IN SECTION 7, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, SAME BEING THE SOUTHEAST CORNER OF TRACT 12, SAME ALSO BEING THE NORTHEAST CORNER OF TRACT 33, BOTH ACCORDING THE PLAT OF TAMPA-TARPON SPRINGS LAND COMPANY, AS RECORDED IN PLAT BOOK 1, PAGE 69, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N89°53'21"W, ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 7, SAME BEING THE SOUTH LINE OF SAID TRACT 12, SAME ALSO BEING THE NORTH LINE OF SAID TRACT 33 FOR 439.71 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 12, SAME BEING THE NORTHWEST CORNER OF SAID TRACT 33, SAME ALSO BEING THE NORTHEAST CORNER OF TRACT 34, SAME ALSO BEING THE SOUTHEAST CORNER OF TRACT 11, BOTH ACCORDING TO SAID PLAT OF TAMPA-TARPON SPRINGS LAND COMPANY, SAME ALSO BEING THE NORTHWEST CORNER OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 575, PAGE 461, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SAME ALSO BEING THE POINT OF BEGINNING; THENCE S00°20'59"W, ALONG THE EAST LINE OF SAID TRACT 34, SAME BEING THE WEST LINE OF SAID TRACT 33, SAME ALSO BEING THE WEST LINE OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 575, PAGE 461, FOR 986.12 FEET TO THE SOUTHEAST CORNER OF TRACT 34, SAME BEING THE SOUTHWEST CORNER OF TRACT 33; THENCE S00°22'24"W, CONTINUING ALONG SAID WEST LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 575, PAGE 461 FOR 19.76 FEET TO THE SOUTHWEST CORNER OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 575, PAGE 461, SAME BEING THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF PARCEL 71, AS DESCRIBED IN OFFICIAL RECORDS BOOK 883, PAGE 1384, AS RECORDED IN THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID NORTHERLY LINE OF PARCEL 71; (1) THENCE S89°53'34"W, FOR 82.14 FEET; (2) THENCE S05°41'15"W, FOR 125.19 FEET TO A WEST CORNER OF SAID PARCEL 71, SAME BEING THE NORTHEAST CORNER OF PARCEL 72, AS DESCRIBED IN OFFICIAL RECORDS BOOK 883, PAGE 1398, AS RECORDED IN THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE S89°53'34"W, ALONG THE NORTH LINE OF SAID PARCEL 72 FOR 712.96 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SEA FOREST DRIVE, ACCORDING TO THE PLAT OF STOVAL ESTATES, AS RECORDED IN PLAT BOOK 16, PAGE 58, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA SAME BEING THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SEA FOREST DRIVE, ACCORDING TO THE PLAT OF STOVAL ESTATES AND THE EASTERLY RIGHT-OF-WAY LINE OF SEA FOREST DRIVE, ACCORDING TO THE PLAT OF SEA FOREST DRIVE, PHASE 1B, AS RECORDED IN OFFICIAL RECORDS BOOK 20, PAGE 126, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, RESPECTIVELY; (1) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, WITH A RADIAL BEARING OF N82°21'42"E, HAVING A RADIUS OF 240.00 FEET, A CENTRAL ANGLE OF 07°29'56", AN ARC LENGTH OF 31.41 FEET, AND A CHORD BEARING N03°53'20"W, FOR 31.39 FEET, TO THE POINT OF TANGENT; (2) THENCE N00°08'21"W, FOR 113.93 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF TRACT 35, ACCORDING TO SAID PLAT OF TAMPA-TARPON SPRINGS LAND COMPANY; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF SEA FOREST

[CONTINUED ON NEXT SHEET]

PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

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[CONTINUED FROM PREVIOUS SHEET]

DRIVE, ACCORDING TO THE PLAT OF SEA FOREST DRIVE, PHASE 1B, N89°57'35"E, ALONG SAID SOUTH LINE OF TRACT 35 FOR 40.66 FEET; THENCE LEAVING SAID SOUTH LINE OF TRACT 35, N15°03'23"W, FOR 413.79 FEET TO THE POINT OF INTERSECTION WITH SAID EASTERLY RIGHT-OF-WAY LINE OF SEA FOREST DRIVE, ACCORDING TO THE PLAT OF SEA FOREST DRIVE, PHASE 1B, SAME BEING THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY; THENCE THE FOLLOWING FIVE (5) COURSES ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SEA FOREST DRIVE, ACCORDING TO THE PLAT OF SEA FOREST DRIVE, PHASE 1B; (1) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, WITH A RADIAL BEARING OF S89°41'00"E, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 00°01'21", AN ARC LENGTH OF 0.12 FEET, AND A CHORD BEARING N00°19'41"E, FOR 0.12 FEET, TO THE POINT OF TANGENT; (2) THENCE N00°20'22"E, FOR 588.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 74°39'02", AN ARC LENGTH OF 260.58 FEET, AND A CHORD BEARING N37°39'53"E, FOR 242.54 FEET TO THE POINT OF TANGENT; (3) THENCE N74°59'24"E, FOR 329.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; (4) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 720.00 FEET, A CENTRAL ANGLE OF 41°48'41", AN ARC LENGTH OF 525.42 FEET, AND A CHORD BEARING N54°05'03"E, FOR 513.84 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID TRACT 11, SAME BEING THE WEST LINE OF SAID TRACT 12, SAME ALSO BEING THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; (5) THENCE S00°21'05"W, ALONG SAID EAST LINE OF TRACT 11, SAME BEING SAID WEST LINE OF TRACT 12, FOR 580.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,209,597 SQUARE FEET OR 27.769 ACRES, MORE OR LESS.

PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

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TOGETHER WITH: [SEE SHEET 72 FOR POINT OF COMMENCEMENT – RELATED CALLS SHOWN AS "(L28)"]

ORDINANCE 2022-2247 – OR 10543, PG 3373

A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, AND RUN NORTH 89°37'05" WEST, 1232.50 FEET ALONG THE NORTHERLY BOUNDARY OF SAID SECTION TO THE POINT OF BEGINNING; THENCE RUN SOUTH 30°23'49" WEST, 134.39 FEET; THENCE SOUTH 09°57'44" WEST, 254.34 FEET; THENCE SOUTH 35°26'28" EAST, 172.45 FEET; THENCE SOUTH 36°20'00" WEST, 83.03 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SEA FOREST DRIVE (A 70 FOOT RIGHT-OF-WAY), ACCORDING TO THE PLAT OF GULF HARBORS SEA FOREST DRIVE PHASE 2, RECORDED IN PLAT BOOK 22, PAGE 67, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 52°04'30" WEST, 304.42 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SEA FOREST DRIVE (A 70 FOOT RIGHT-OF-WAY), ACCORDING TO THE PLAT OF GULF HARBORS SEA FOREST UNIT I-A, AS RECORDED IN PLAT BOOK 21, PAGES 86 THROUGH 89, INCLUSIVE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE BY A CURVE TO THE RIGHT, HAVING A RADIUS OF 640.00 FEET, A CENTRAL ANGLE OF 41°45'48", A CHORD BEARING NORTH 31°11'36" WEST, 456.24 FEET, AN ARC DISTANCE OF 466.50 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID SECTION 7; THENCE ALONG SAID NORTHERLY BOUNDARY SOUTH 89°37'05" EAST, 537.64 FEET TO THE POINT OF BEGINNING.

PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

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TOGETHER WITH: [SEE SHEET 72 FOR POINT OF COMMENCEMENT – RELATED CALLS SHOWN AS “(L29)”]

ORDINANCE 2022-2247 – OR 10543, PG 3373

A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY; FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA; AND RUN NORTH 89°37'05" WEST, 1331.08 FEET ALONG THE NORTHERLY BOUNDARY OF SAID SECTION; THENCE SOUTH 00°22'21" WEST, 630.89 FEET, PARALLEL TO THE EASTERLY BOUNDARY OF SECTION 7, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF SEA FOREST DRIVE (A 70 FOOT RIGHT-OF-WAY) ACCORDING TO THE RECORDED PLAT OF GULF HARBORS SEA FOREST DRIVE PHASE 2 FOR A POINT OF BEGINNING; THENCE SOUTH 36°20'00" WEST, 686.48 FEET; THENCE SOUTH 62°45'00" WEST, 294.94 FEET; THENCE SOUTH 77°45'00" WEST, 310.00 FEET; THENCE SOUTH 82°38'17" WEST, 90.00 FEET; THENCE NORTH 07°21'43" WEST 256.00 FEET; THENCE NORTH 16°30'00" EAST, 247.00 FEET; THENCE NORTH 53°00'00" EAST, 77.00 FEET; THENCE NORTH 21°30'00" WEST, 78.00 FEET; THENCE NORTH 41°00'00" EAST, 117.00 FEET; THENCE SOUTH 73°30'00" EAST, 295.00 FEET; THENCE NORTH 23°38'00" EAST, 195.21 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 40°08'00", A CHORD BEARING NORTH 03°34'00" EAST, 102.93 FEET, AN ARC DISTANCE OF 105.07 FEET; THENCE NORTH 16°30'00" WEST, 117.00 FEET; THENCE NORTH 05°00'00" WEST, 70.16 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 97.14 FEET, A CENTRAL ANGLE OF 40°00'00", A CHORD BEARING NORTH 25°00'00" WEST, 66.45 FEET; AN ARC DISTANCE OF 67.82 FEET; THENCE BY A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 116°00'00", A CHORD BEARING NORTH 13°00'00" EAST, 118.73 FEET; AN ARC DISTANCE OF 141.72 FEET; THENCE NORTH 71°00'00" EAST, 51.98 FEET; THENCE NORTH 56°45'00" EAST, 64.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SEA FOREST DRIVE (A 70 FOOT RIGHT-OF-WAY) ACCORDING TO THE PLAT OF GULF HARBORS SEA FOREST UNIT 1-A, AS RECORDED IN PLAT BOOK 21, PAGES 86 THORUGH 89, INCLUSIVE, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE BY A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 710.00 FEET, A CENTRAL ANGLE OF 35°03'46", A CHORD BEARING SOUTH 34°32'37" EAST, 427.74 FEET, AN ARC DISTANCE OF 434.49 FEET; THENCE SOUTH 52°04'30" EAST, 306.37 FEET TO THE POINT OF BEGINNING.

PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: NONE	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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CONSULTANTS, INC.
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20525 AMBERFIELD DRIVE, SUITE 201, LAND O LAKES, FLORIDA 34638
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LICENSED SURVEYOR AND MAPPER
CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH

JARED T. PATENAUDE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

THIS IS NOT A FIELD SURVEY

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

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BEARINGS ARE BASED UPON THE E LINE OF SEC 31-25S-16E, BEING N00°19'40"W.

TOGETHER WITH: [SEE SHEET 94 FOR POINT OF COMMENCEMENT – RELATED CALLS SHOWN AS "(L30)"]

ORDINANCE 1888 – OR 7797, PAGE 229

TAMPA-TARPON SPRINGS LAND CO SUB PB 1 PGS 68–70 PORTION OF TRACT 40 DESC AS COM AT SE COR OF SECTION TH N89DG 39' 59"W 1760.06 FT TH N00DG 13' 01"E 1318.89 FT FOR POB TH ALG SOUTH LINE OF TRACT 40 N89DG 36' 04"W 180.0 FT TH N28DG 00' 26" E 330 FT MOL TO POINT A LYING ON CENTER THREAD OF PITHLACHASCOTEE RIVER TH RETURN TO POB TH ALG SOUTH LINE OF TRACT 40 S89DG 36' 04"E 441.16 FT TO POINT B LYING ON CENTER THREAD OF PITHLACHASCOTEE RIVER TH MEANDER SAID RIVER NWLY 600 FT MOL TO POINT A & TRACT 45 EXC WEST 2/3 THEREOF OR 3013 PG 1540.

TOGETHER WITH: [SEE SHEET 62 FOR POINT OF COMMENCEMENT – RELATED CALLS SHOWN AS "(L31)"]

ORDINANCE 1930

PORT RICHEY LAND COMPANY SUB PB 1 PGS 60 & 61 PORTION OF TRACTS 24 29 & 30 DESC AS COM AT SW COR OF SEC 34 TH N00DEG 40' 11"E 2651.45 FT AGL WLY SEC BDY TO WEST 1/4 COR TH N00DEG 43' 36"E ALG WLY SEC BDY 873.88 FT FOR POB TH CONT N00DEG 43' 36"E 601.10 FT TO WLY R/W BAKER RD EXT TH ALG R/W ALG ARC LT RAD 860 FT CHD S29DEG 06' 07"E 248.28 FT TH N52DEG 35' 54"E 17.50 FT TH S37DEG 24' 06"E 160 FT TH ALG ARC RT RAD 757.5 FT CHD S19DEG 50' 01"E 457.28 FT TH S87DEG 44' 03"W 17.50 FT TH ALG ARC RT RAD 740 FT CHD S03DEG 22' 57" W 145.66 FT TH N03DEG 38' 58"W 30.84 FT TH N38DEG 02' 57"W 86.26 FT TH N39DEG 06' 33"W 75.60 FT TH N50DEG 42' 44"W 64.03 FT TH N55DEG 24' 36"W 53.11 FT TH N52DEG 22'52"W 66.08 FT TH S89DEG 07' 09W 68.04 FT TH N51DEG 05' 47"W 51.27 FT TH N53DEG 18' 00"W 15.17 FT TO POB OR 6682 PG 129.

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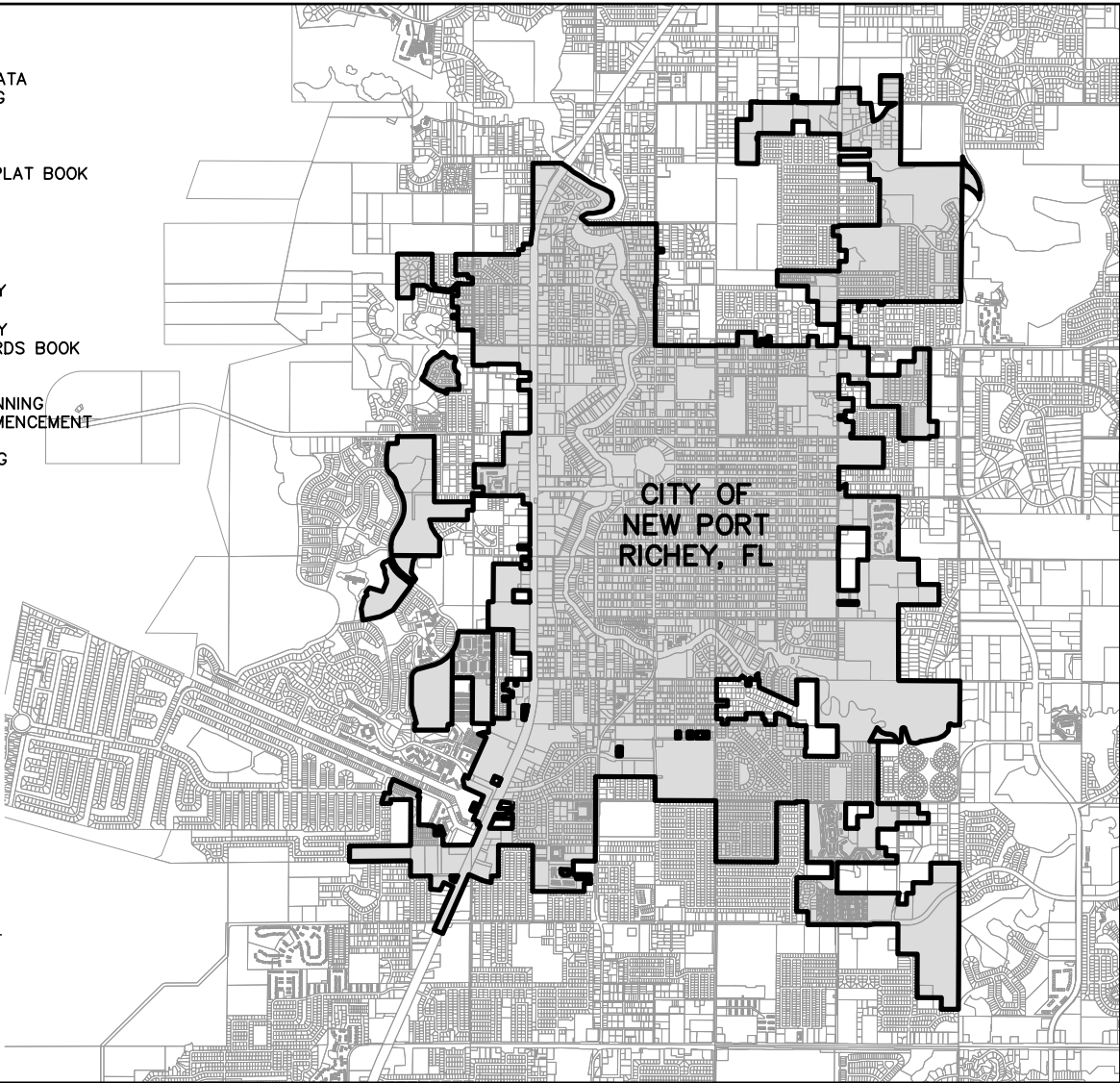
LEGEND:

- (C) = CALCULATED DATA
- CB = CHORD BEARING
- CH = CHORD
- COR = CORNER
- C/L = CENTERLINE
- CPB = CONDOMINIUM PLAT BOOK
- Δ = DELTA
- EXT = EXTENSION
- E'LY = EASTERLY
- L = LENGTH
- N'LY = NORTHERLY
- NE'LY = NORTHEASTERLY
- N.T.S. = NOT TO SCALE
- NW'LY = NORTHWESTERLY
- ORB = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- PG = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- R = RADIUS
- RB = RADIAL BEARING
- SEC = SECTION
- S'LY = SOUTHERLY
- W'LY = WESTERLY



N.T.S.

GULF OF MEXICO



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SEE SHEETS 1-38 FOR LEGAL DESCRIPTION
SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND



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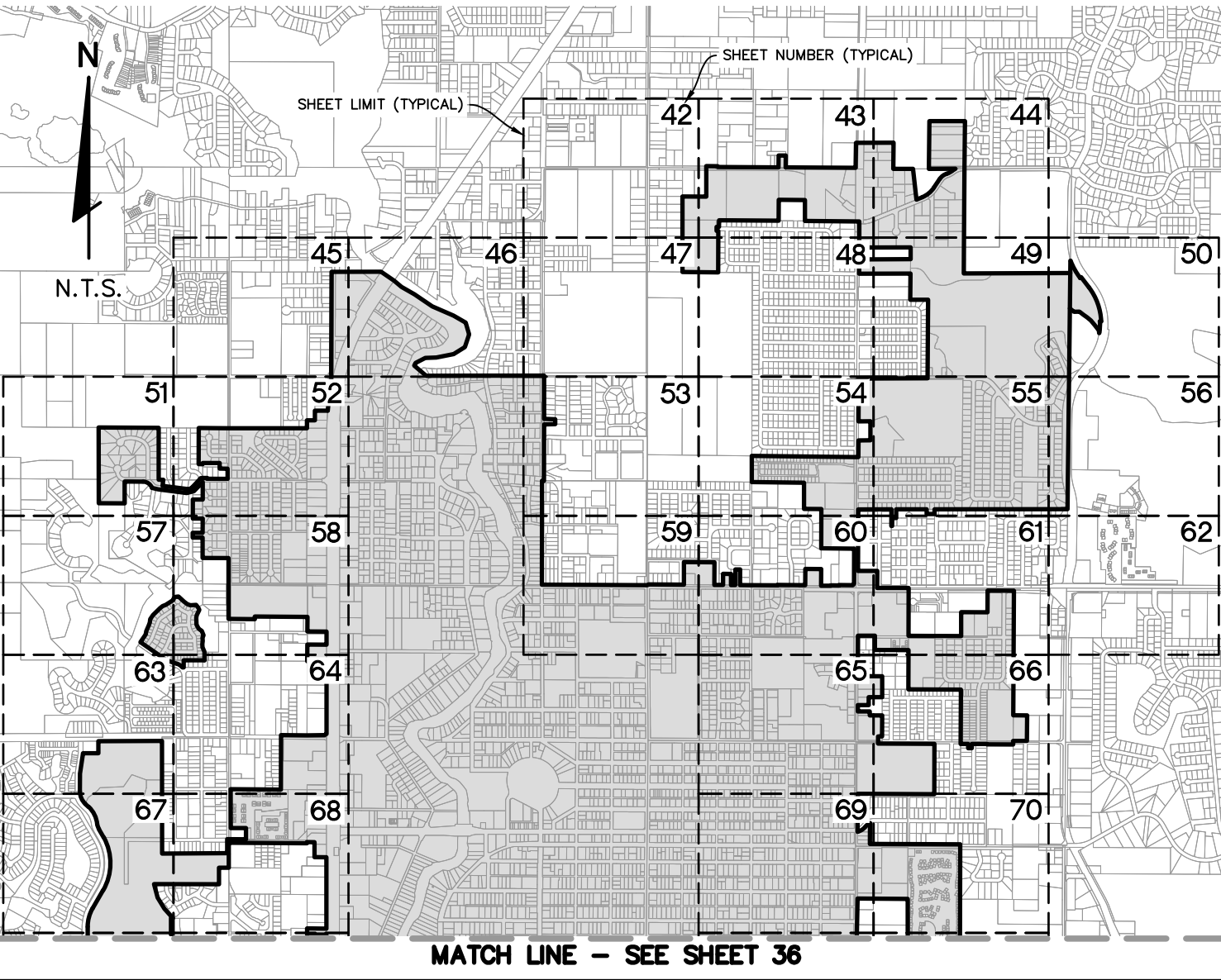
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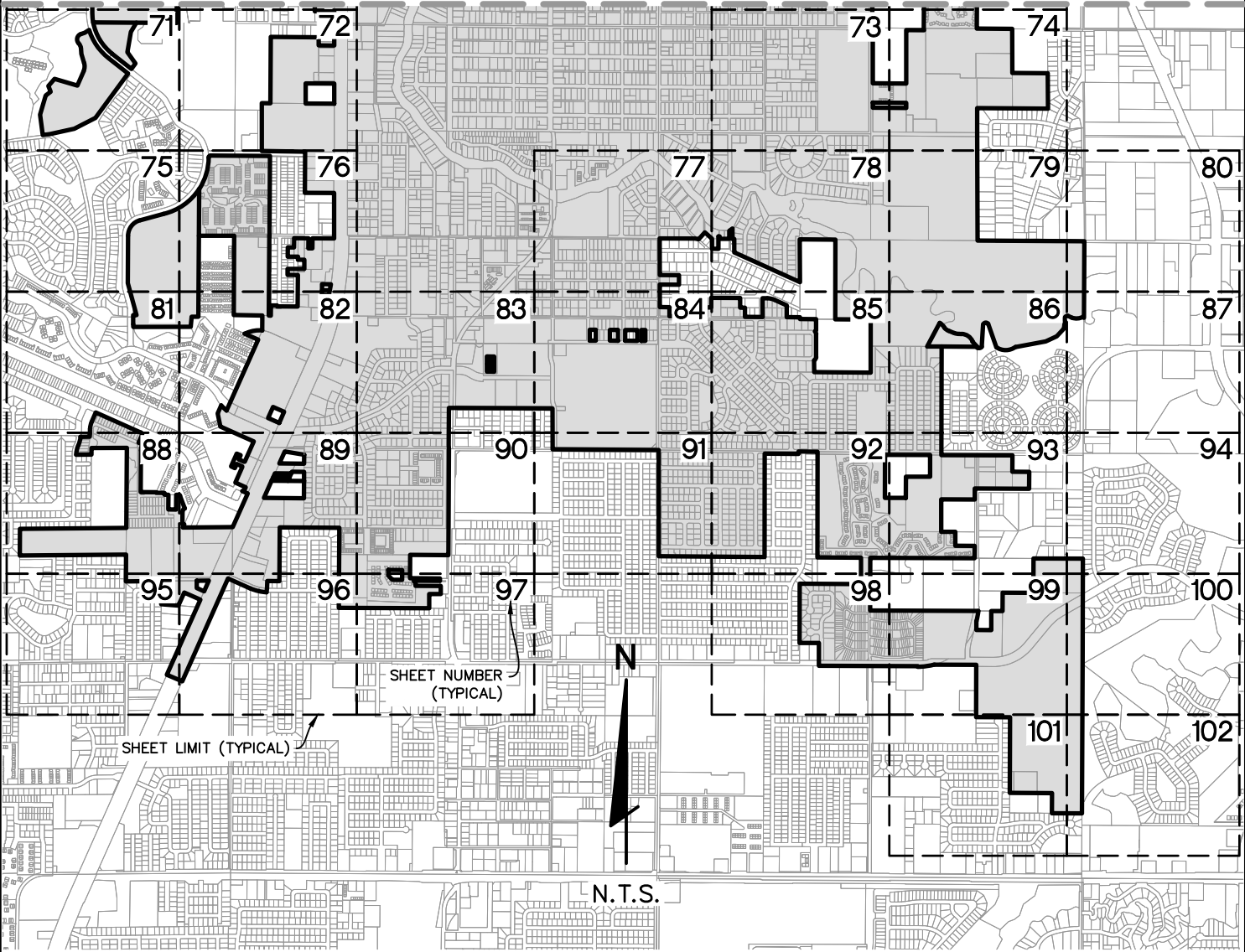
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MATCH LINE – SEE SHEET 35



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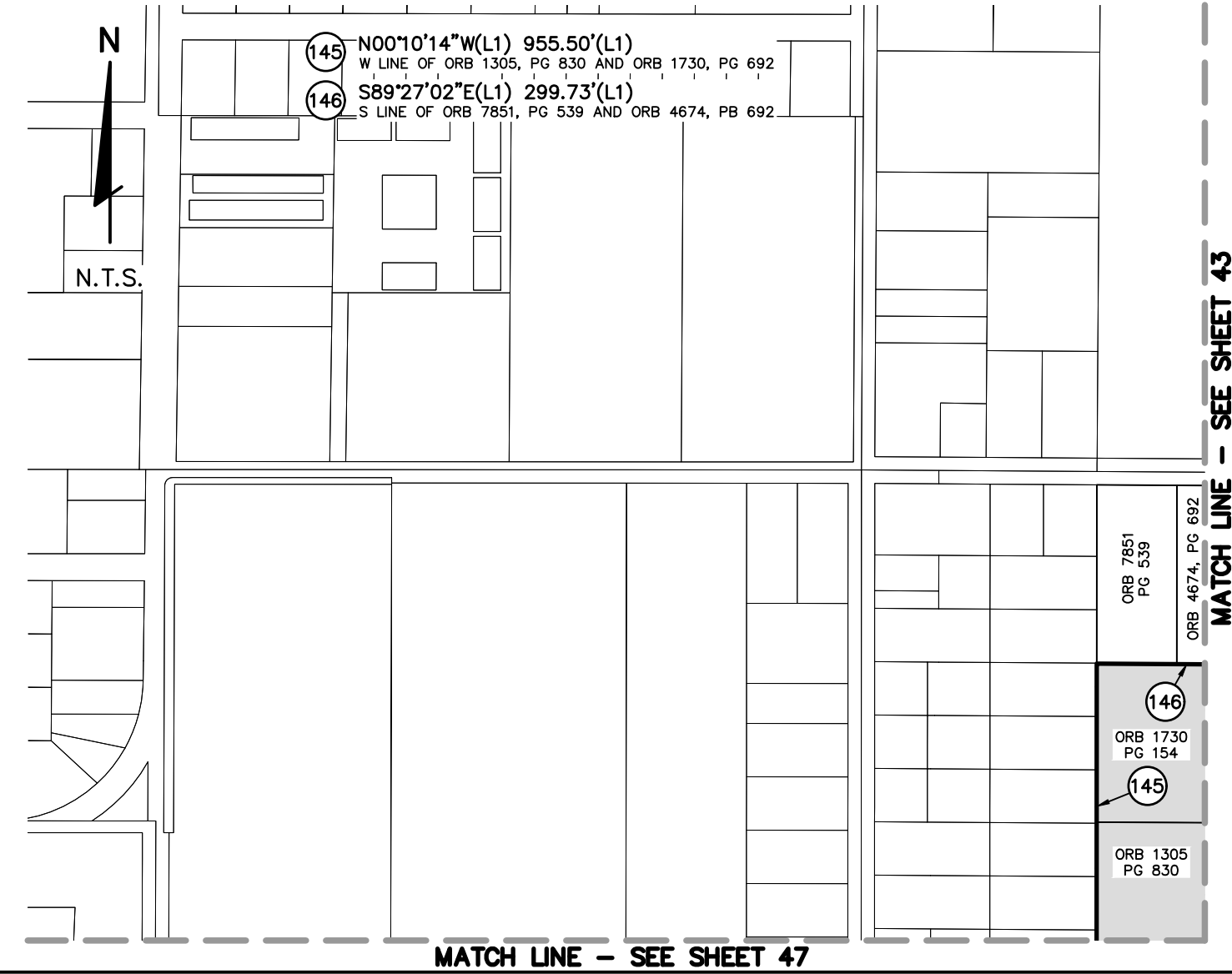
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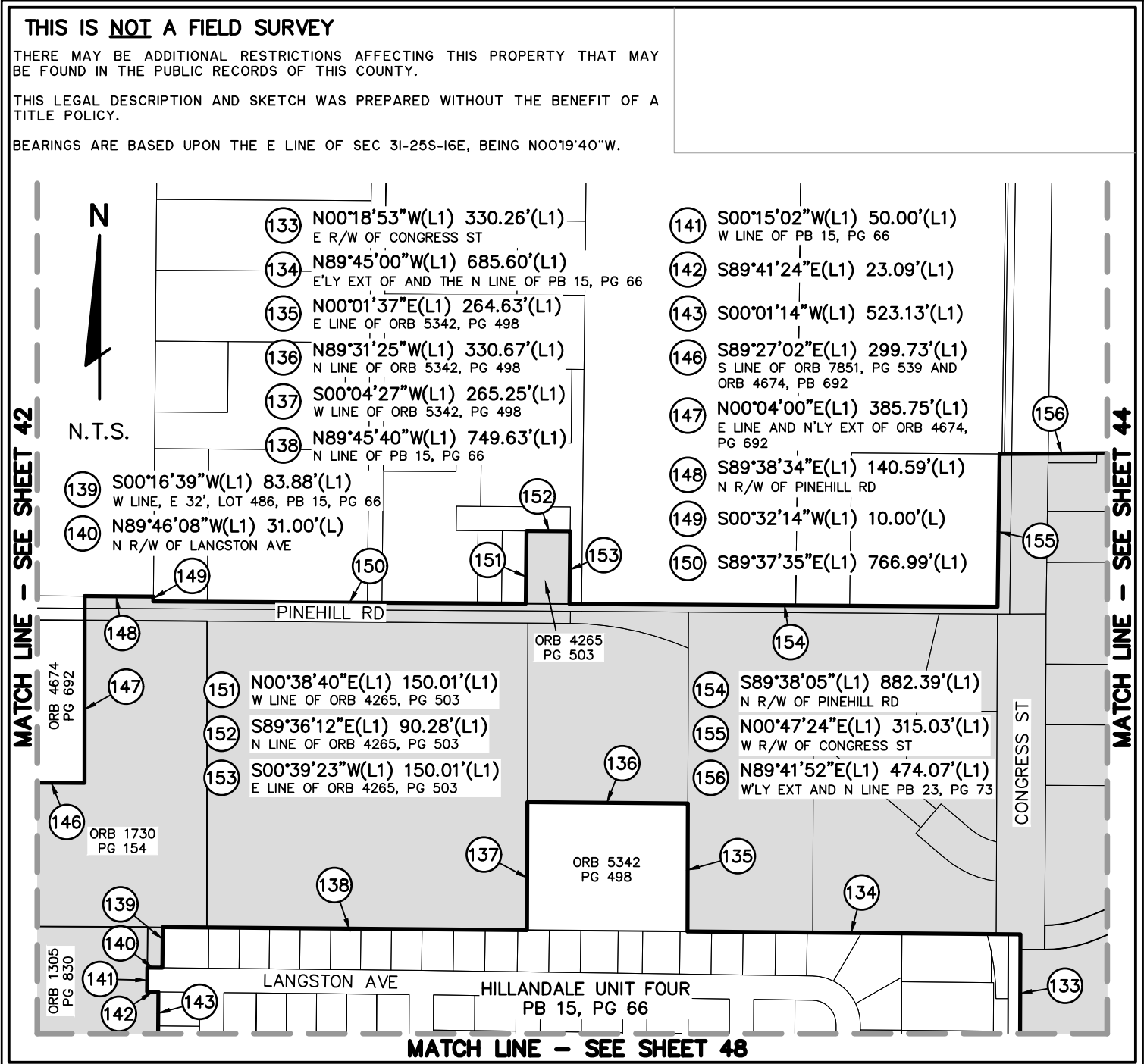


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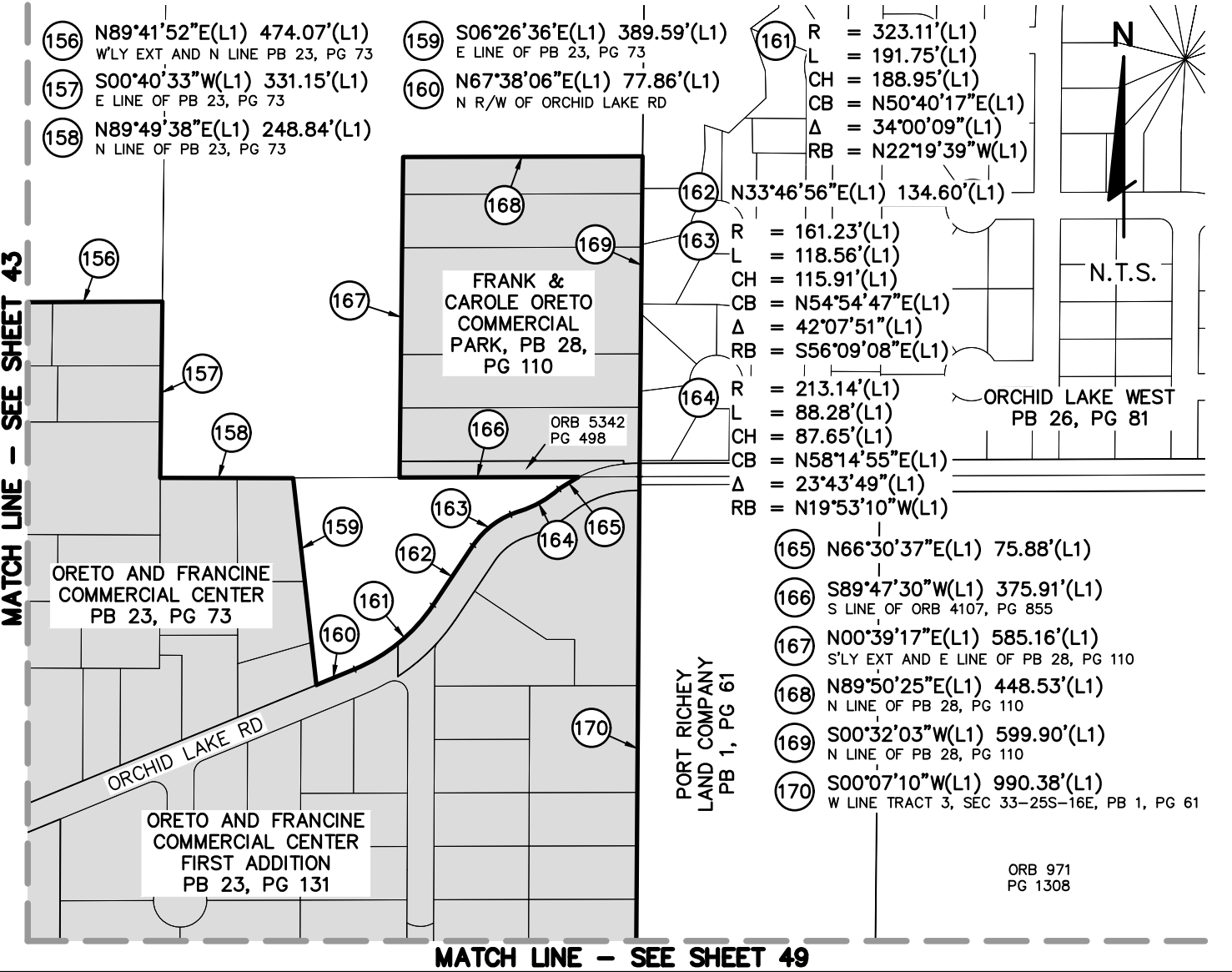
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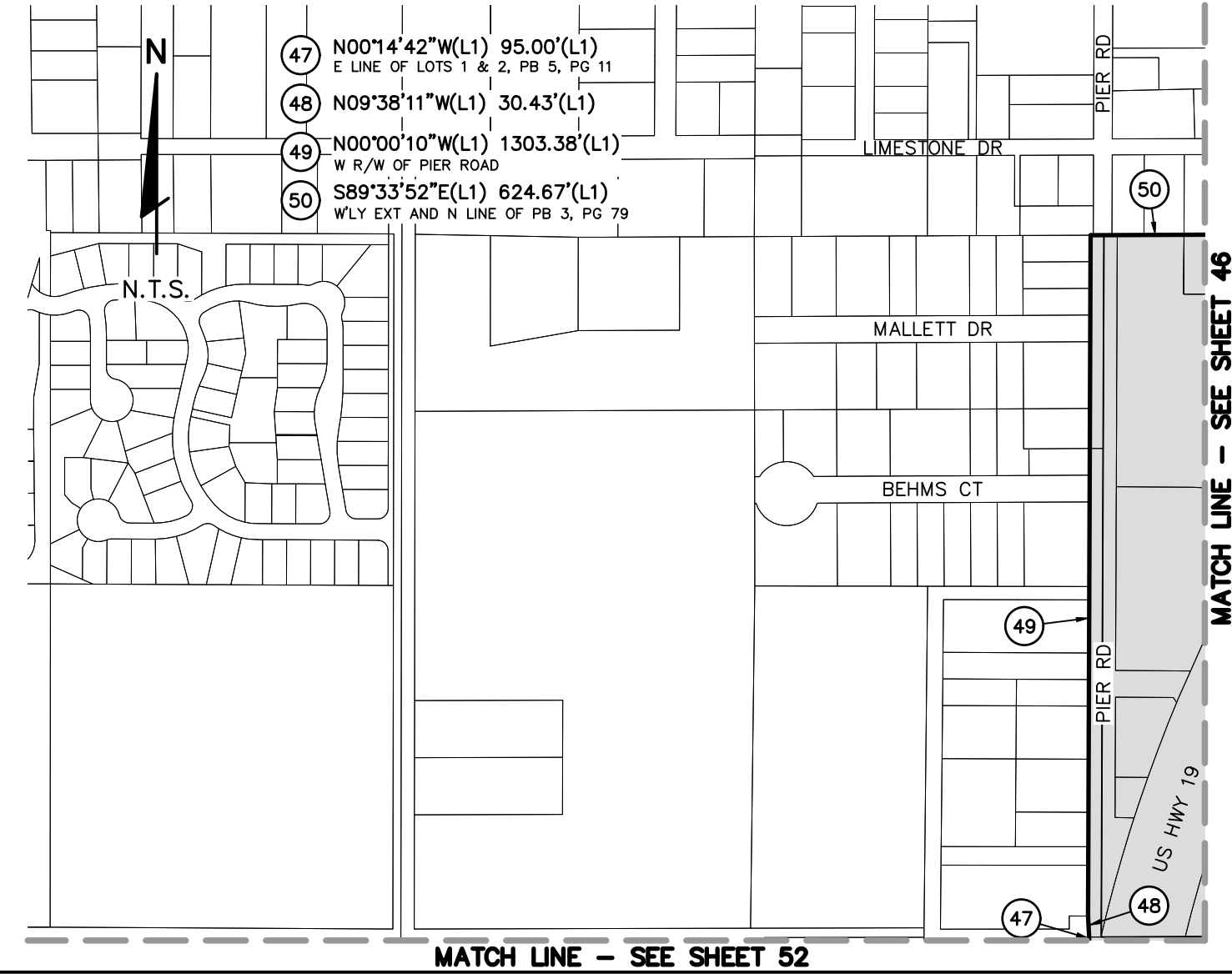
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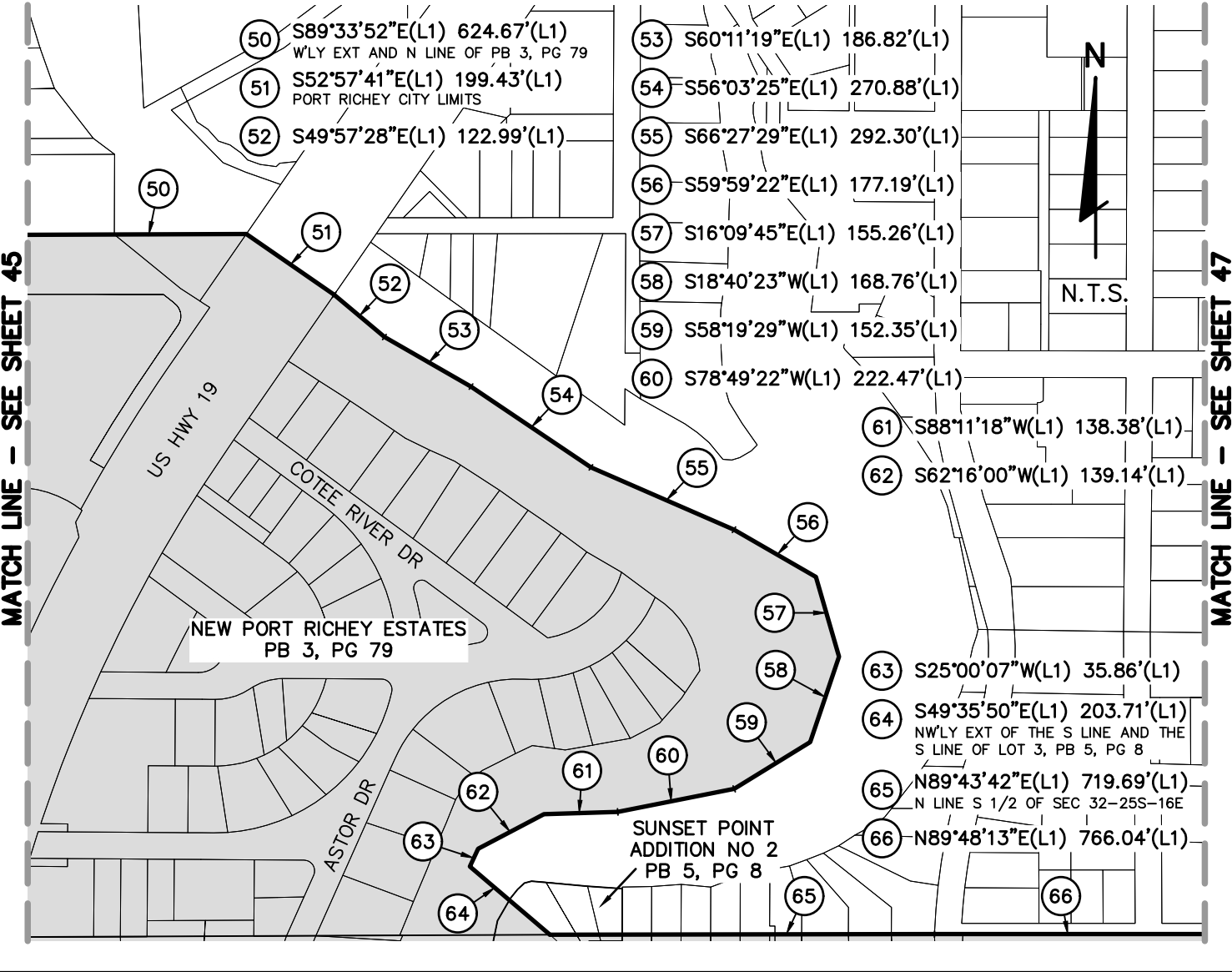
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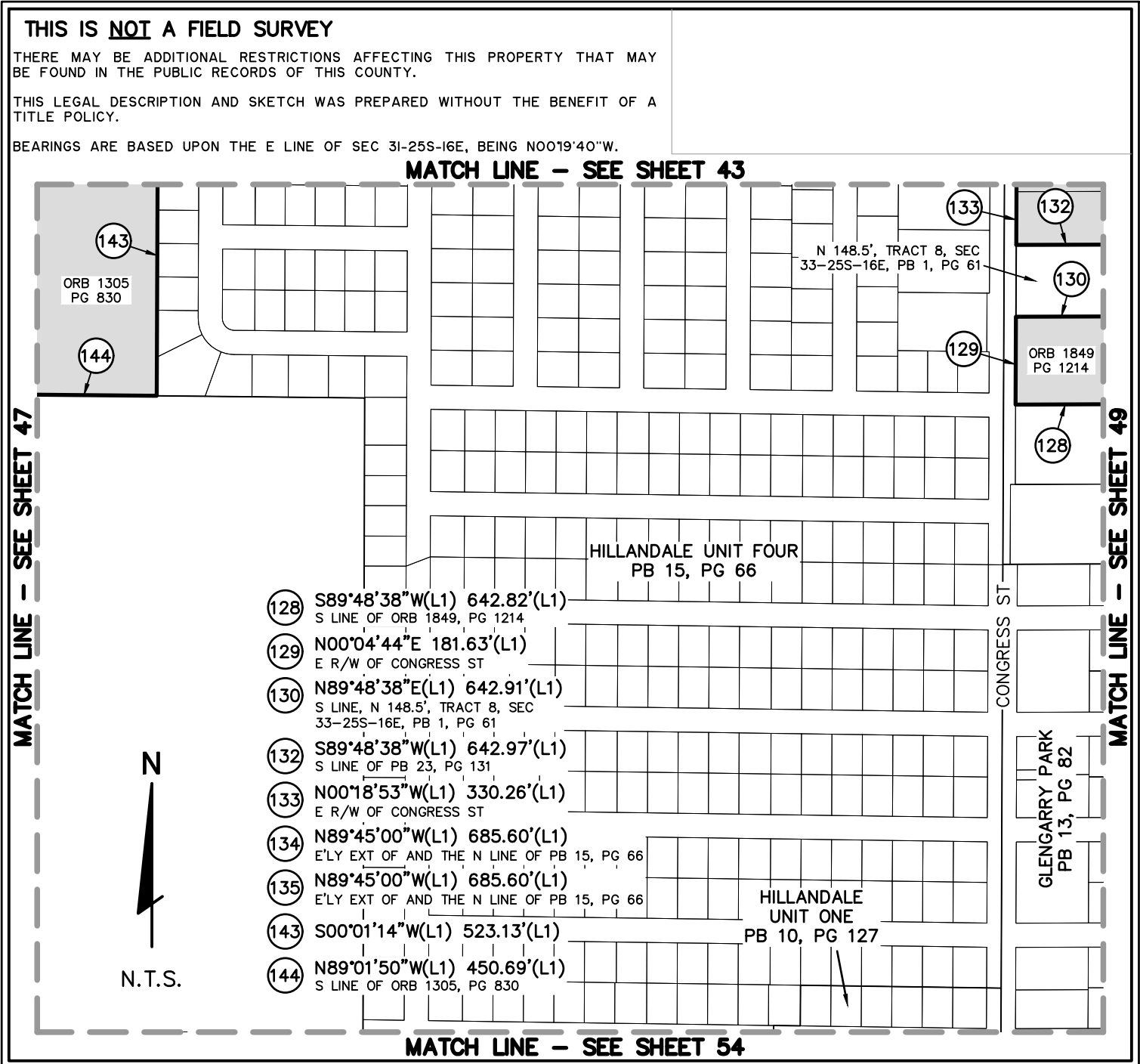


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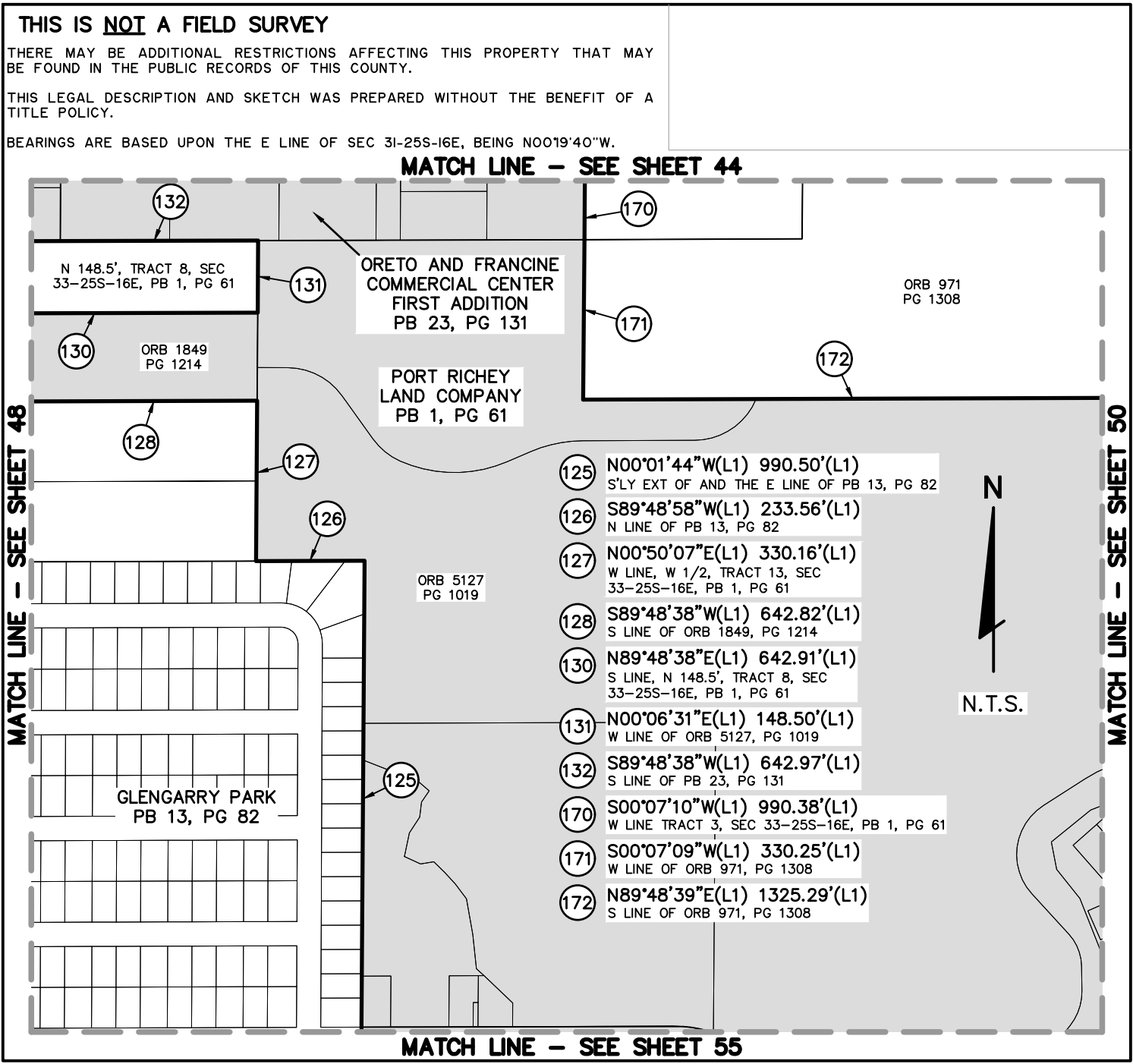
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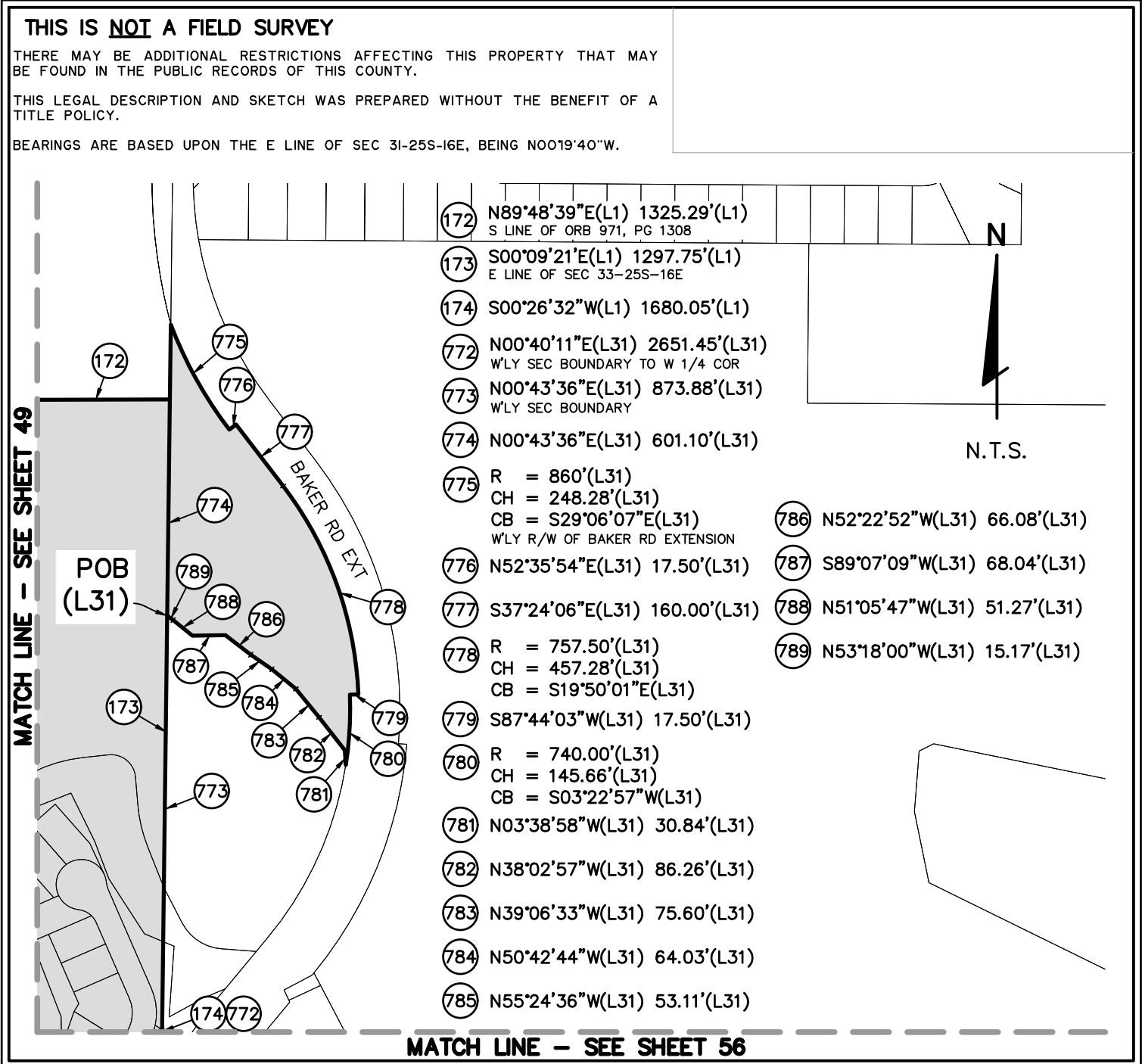
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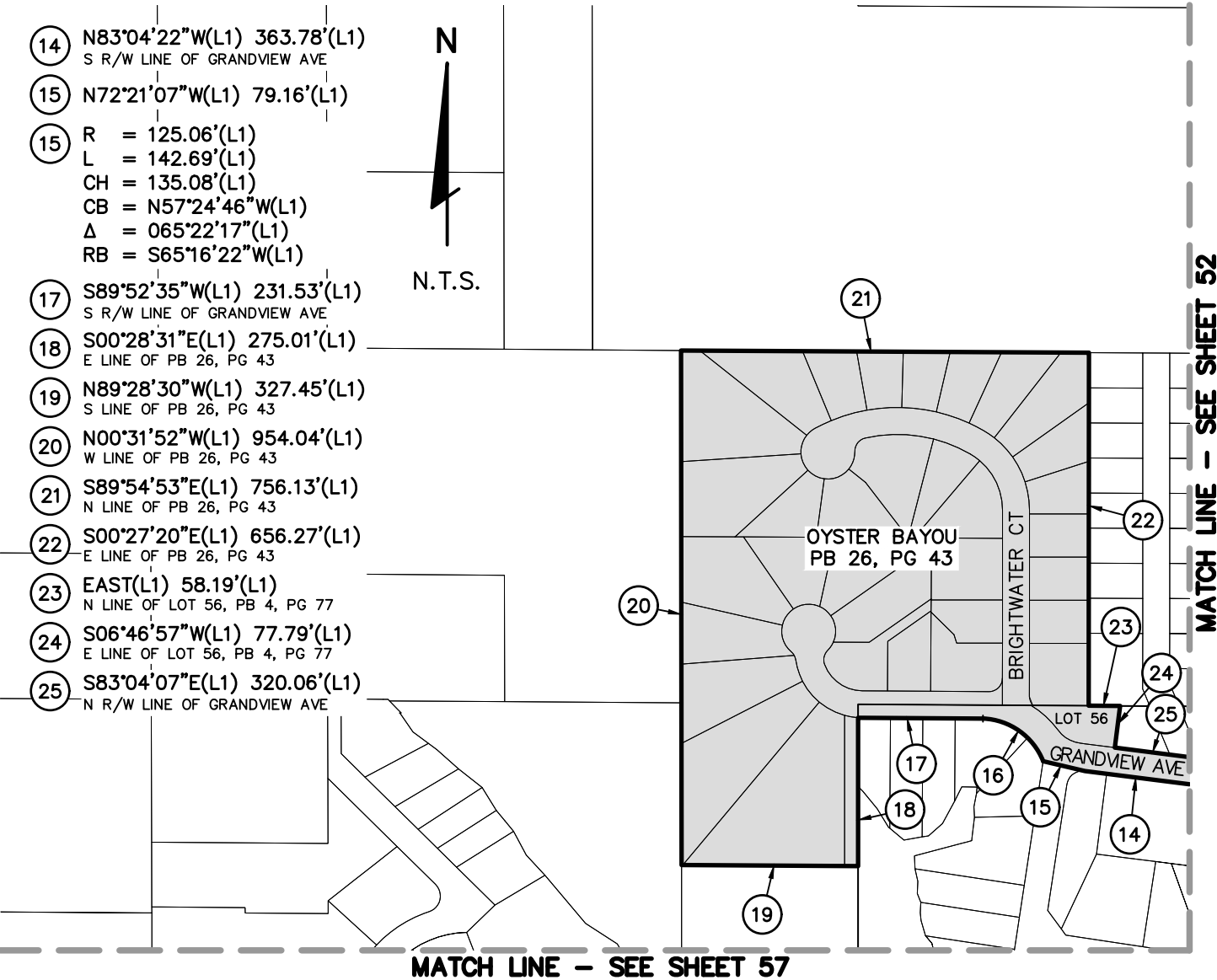


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SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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LICENSED SURVEYOR AND MAPPER
CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH

JARED T. PATENAUE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

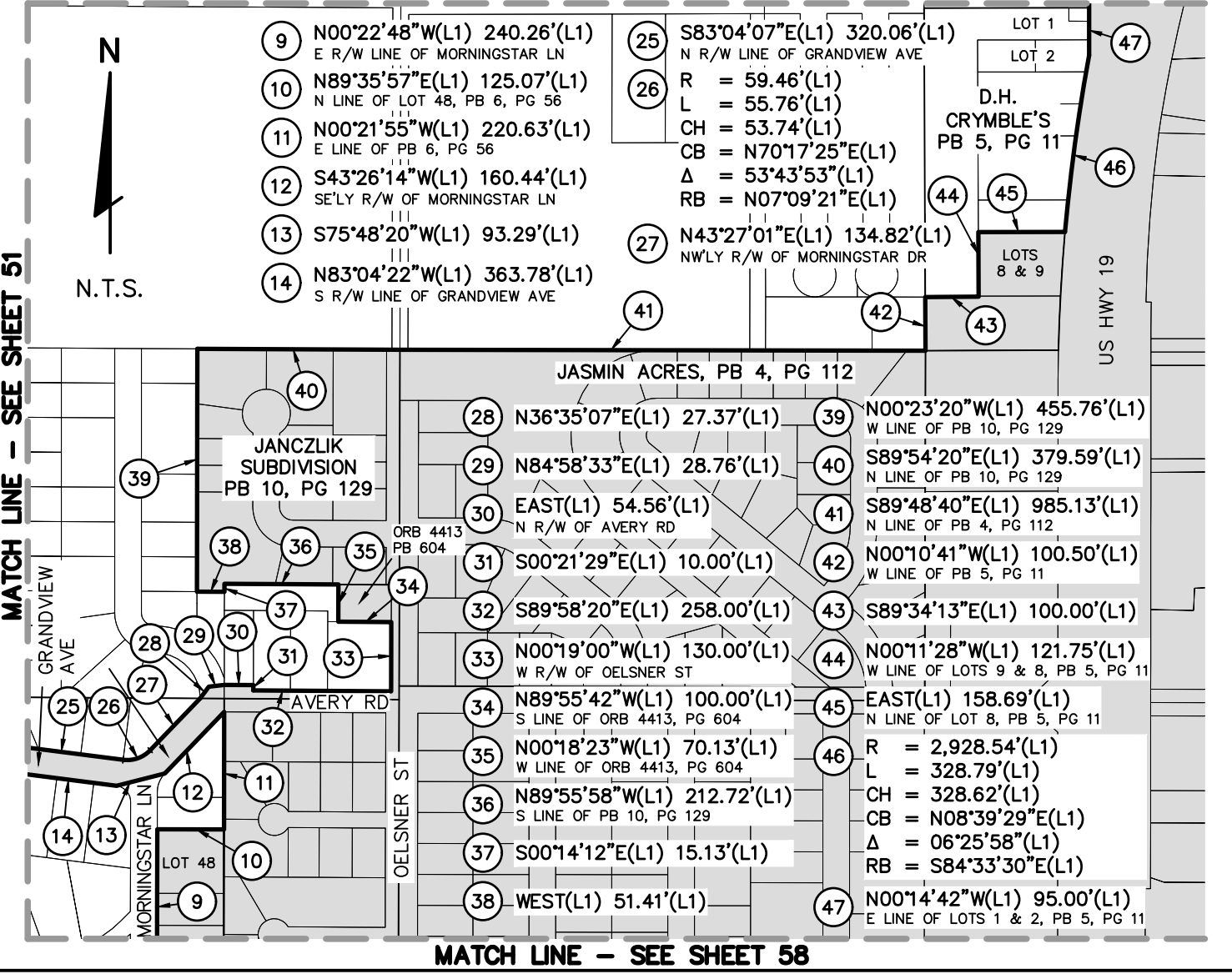
THIS IS NOT A FIELD SURVEY

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY.

BEARINGS ARE BASED UPON THE E LINE OF SEC 31-25S-16E, BEING N00°19'40"W.

MATCH LINE - SEE SHEET 45



PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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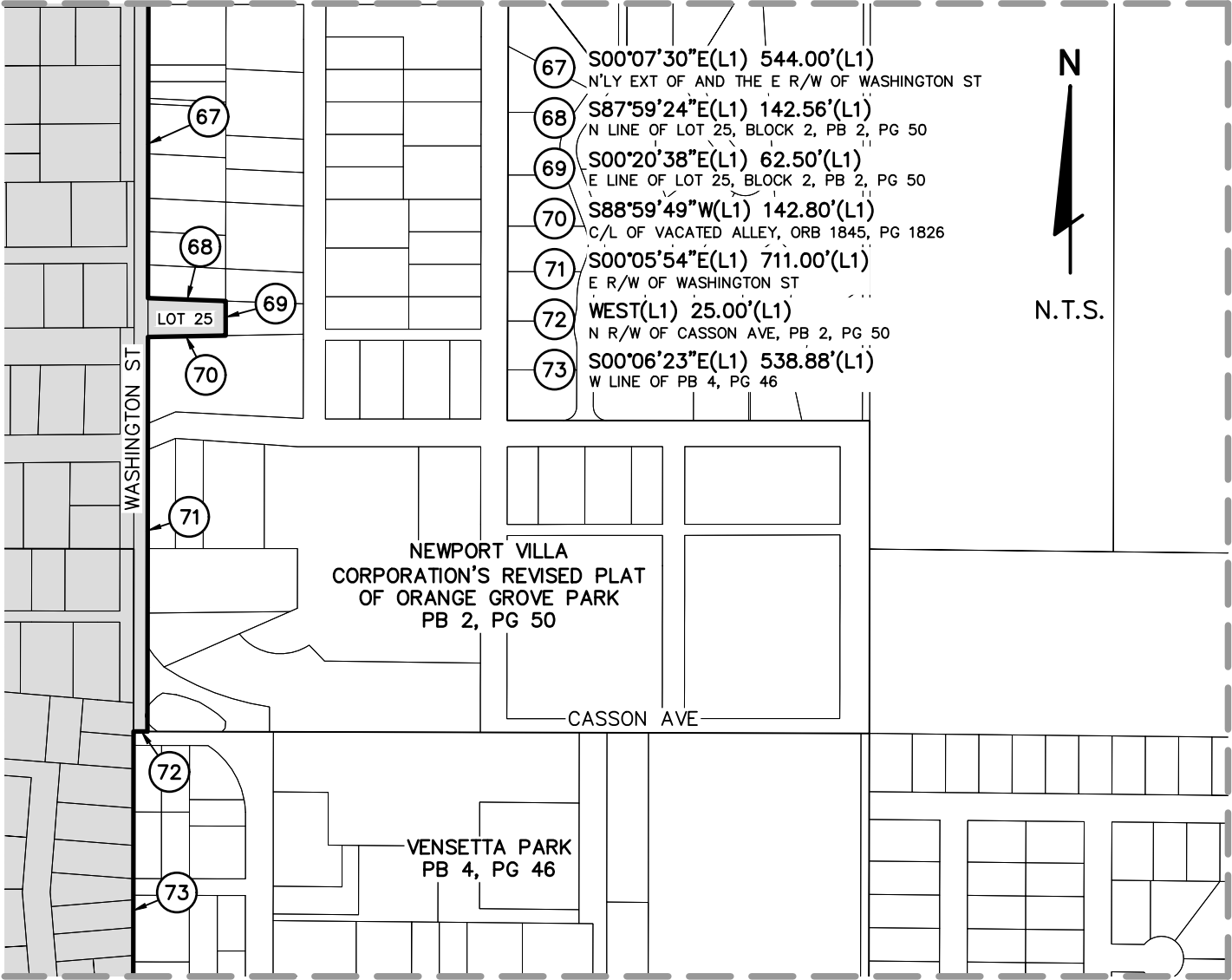
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MATCH LINE - SEE SHEET 47



PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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LICENSE NUMBER LS 6971
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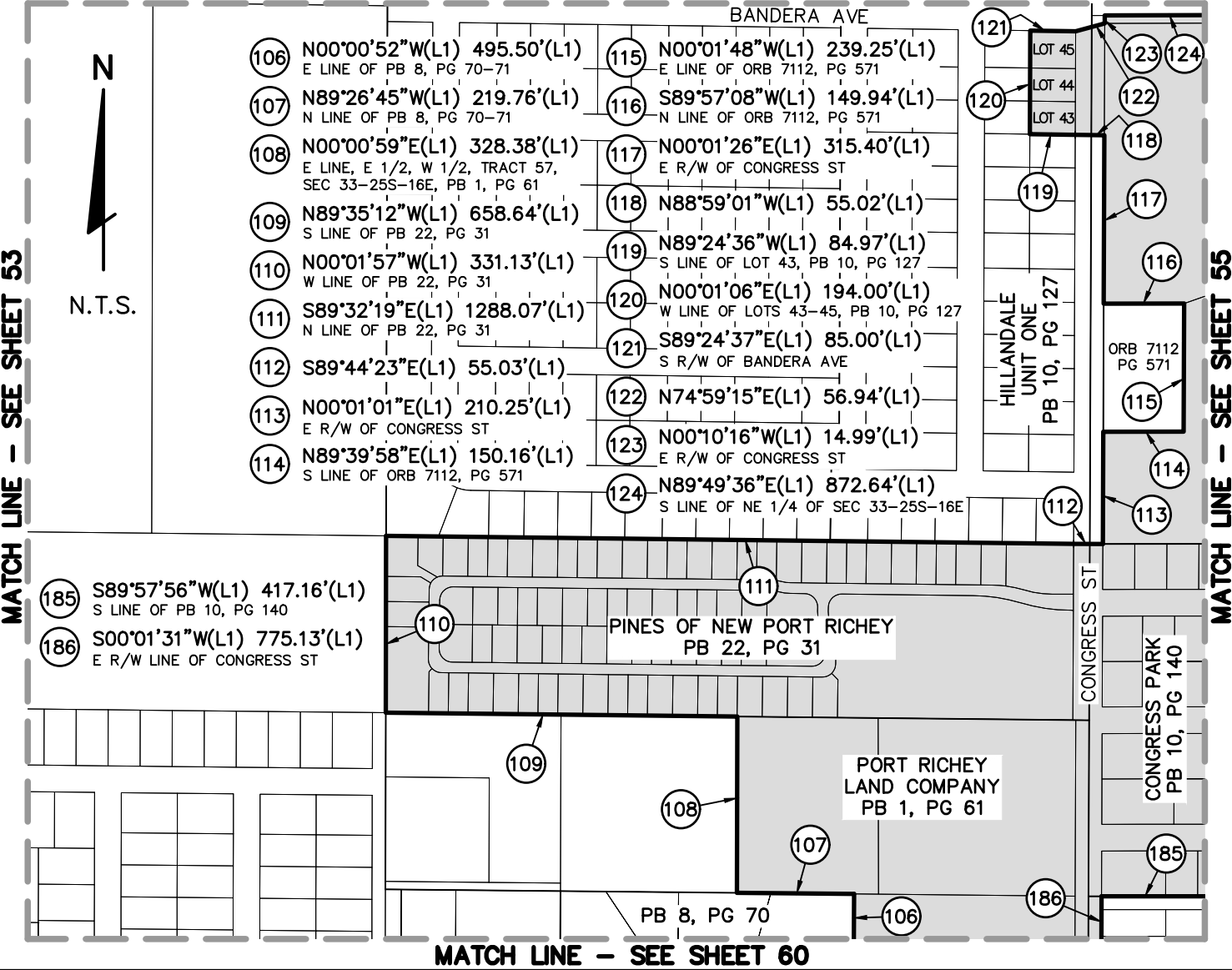
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MATCH LINE - SEE SHEET 48



PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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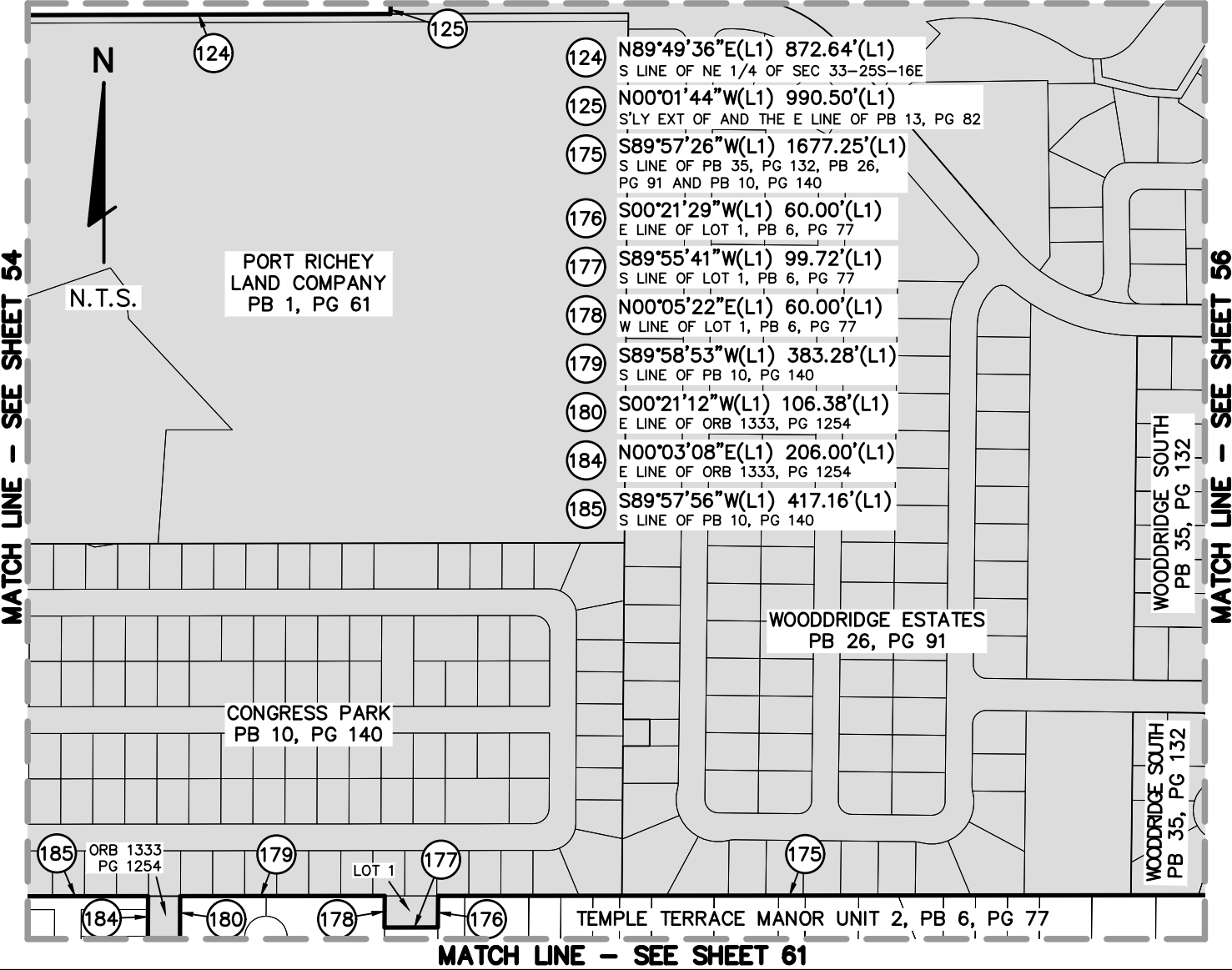
THIS IS NOT A FIELD SURVEY

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MATCH LINE - SEE SHEET 49



PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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LICENSE NUMBER LS 6971
STATE OF FLORIDA

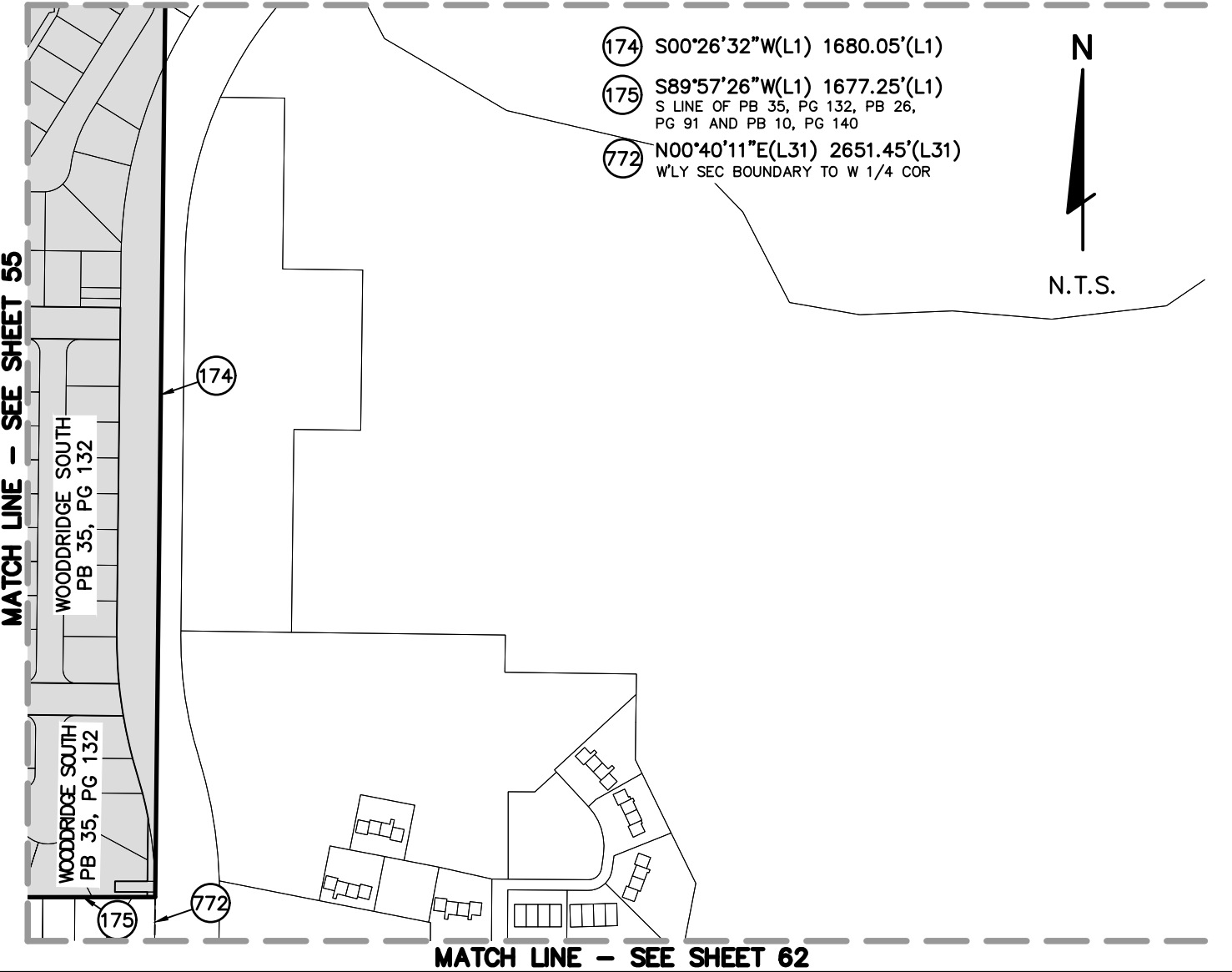
THIS IS NOT A FIELD SURVEY

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MATCH LINE - SEE SHEET 50



PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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MATCH LINE - SEE SHEET 51



- 529 N55°52'11"W(L2) 399.23'(L2)
N R/W OF MANOR BEACH ROAD
- 530 N33°48'41"E(L2) 44.98'(L2)
W LINE OF PB 6, PG 96
- 531 N34°22'38"E(L2) 73.00'(L2)
- 532 N09°56'21"E(L2) 40.74'(L2)
- 533 N23°23'01"E(L2) 80.08'(L2)
- 534 N19°49'21"E(L2) 40.00'(L2)
- 535 N07°11'23"E(L2) 41.20'(L2)
- 536 N34°04'18"E(L2) 62.47'(L2)
- 537 N45°21'05"E(L2) 126.11'(L2)
- 538 N50°20'14"E(L2) 40.15'(L2)
- 539 N70°09'55"E(L2) 41.26'(L2)
- 540 N57°08'34"E(L2) 114.51'(L2)
- 541 N13°48'16"E(L2) 35.07'(L2)

MATCH LINE - SEE SHEET 58

EDGEWATER
GARDENS
UNIT-1
PB 6,
PG 96

MANOR BEACH RD

MATCH LINE - SEE SHEET 63

PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
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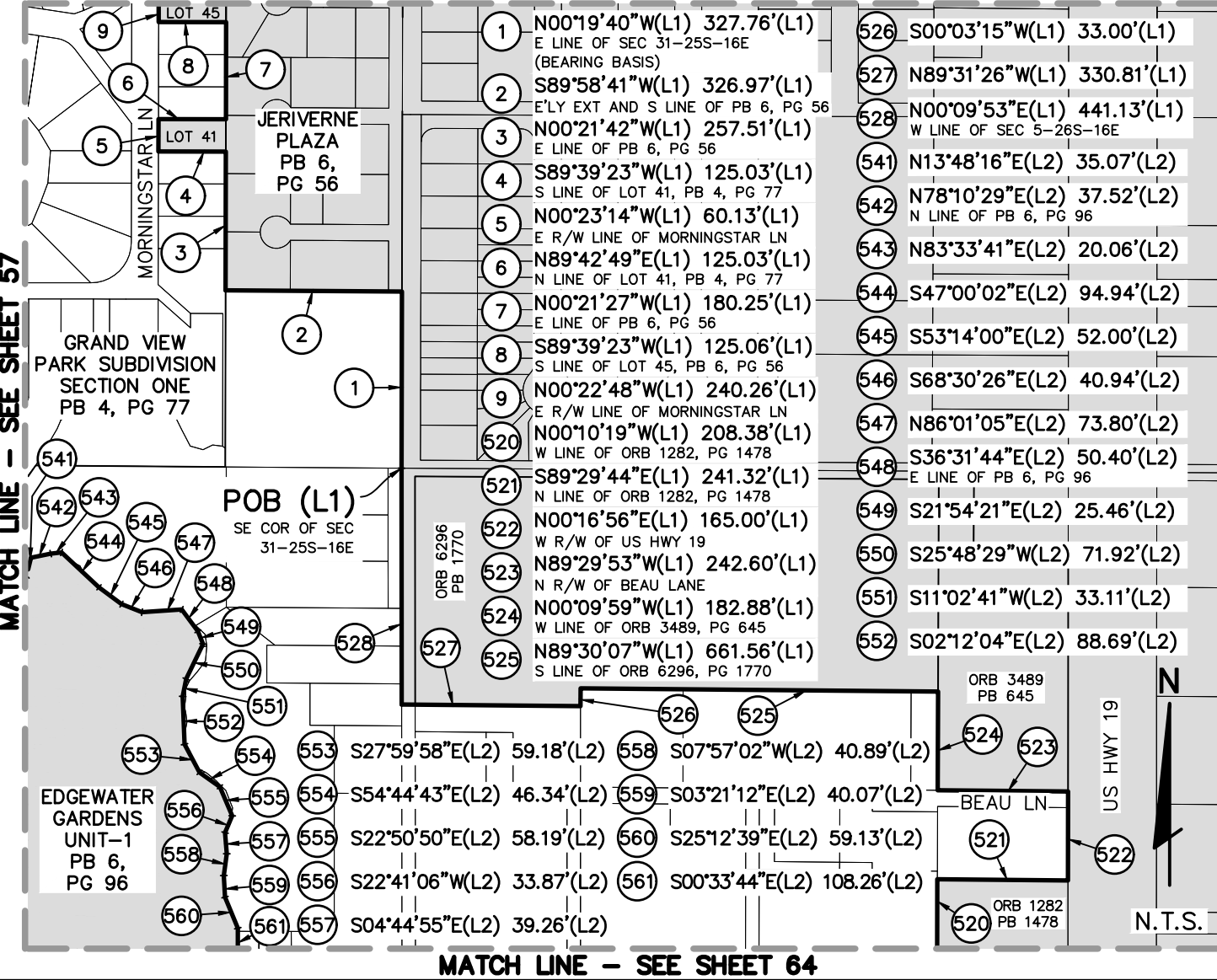
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MATCH LINE - SEE SHEET 52



MATCH LINE - SEE SHEET 64

PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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LICENSE NUMBER LS 6971
STATE OF FLORIDA

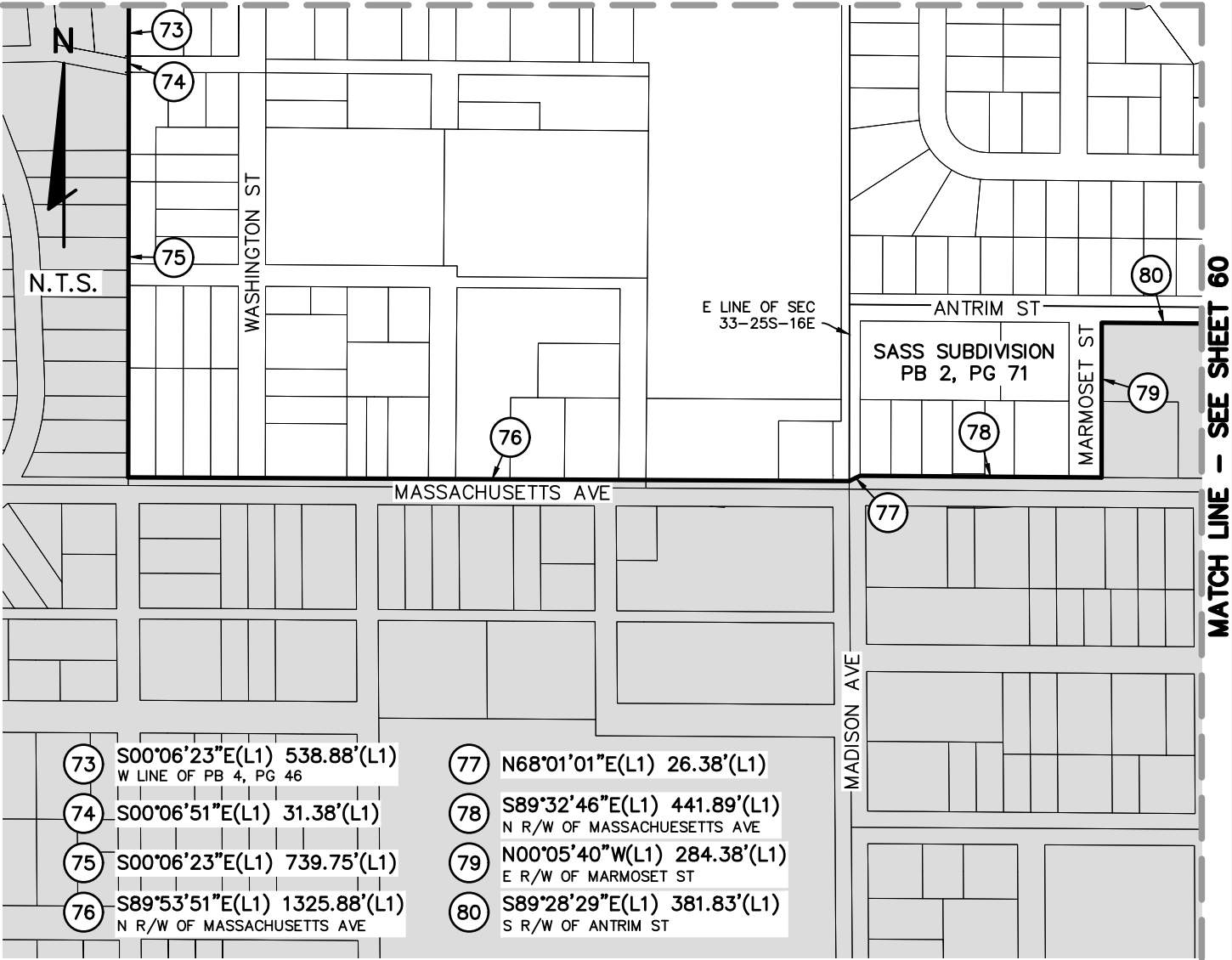
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MATCH LINE – SEE SHEET 53



PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1–38 FOR LEGAL DESCRIPTION SEE SHEETS 39–104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	

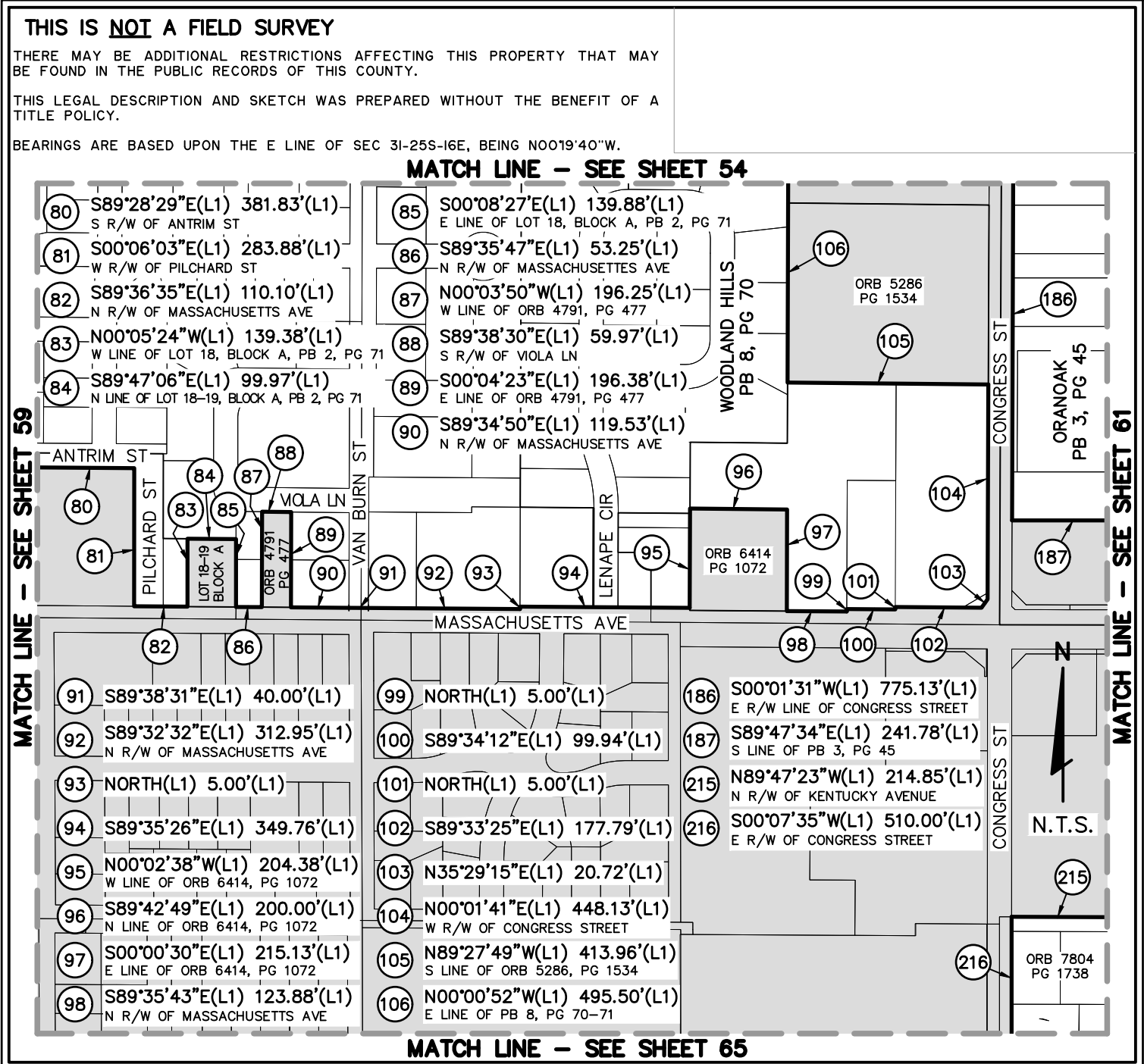



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JARED T. PATENAUE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA



PREPARED FOR:					CITY OF NEW PORT RICHEY	
SHEET DESCRIPTION:					CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS	
SCALE:	DATE:	DRAWN:	CALCED:	CHECKED:	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND	
N.T.S.	1-24-24	BGD	BGD	JTP		
JOB No.:	EPN:	SECTION:	TOWNSHIP:	RANGE:		
516-60	444	28,31-33 4-6,7-9,16-18	25S 26S	16E 16E		
					<p>NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH</p> <p>JARED T. PATENAUE PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER LS 6971 STATE OF FLORIDA</p>	
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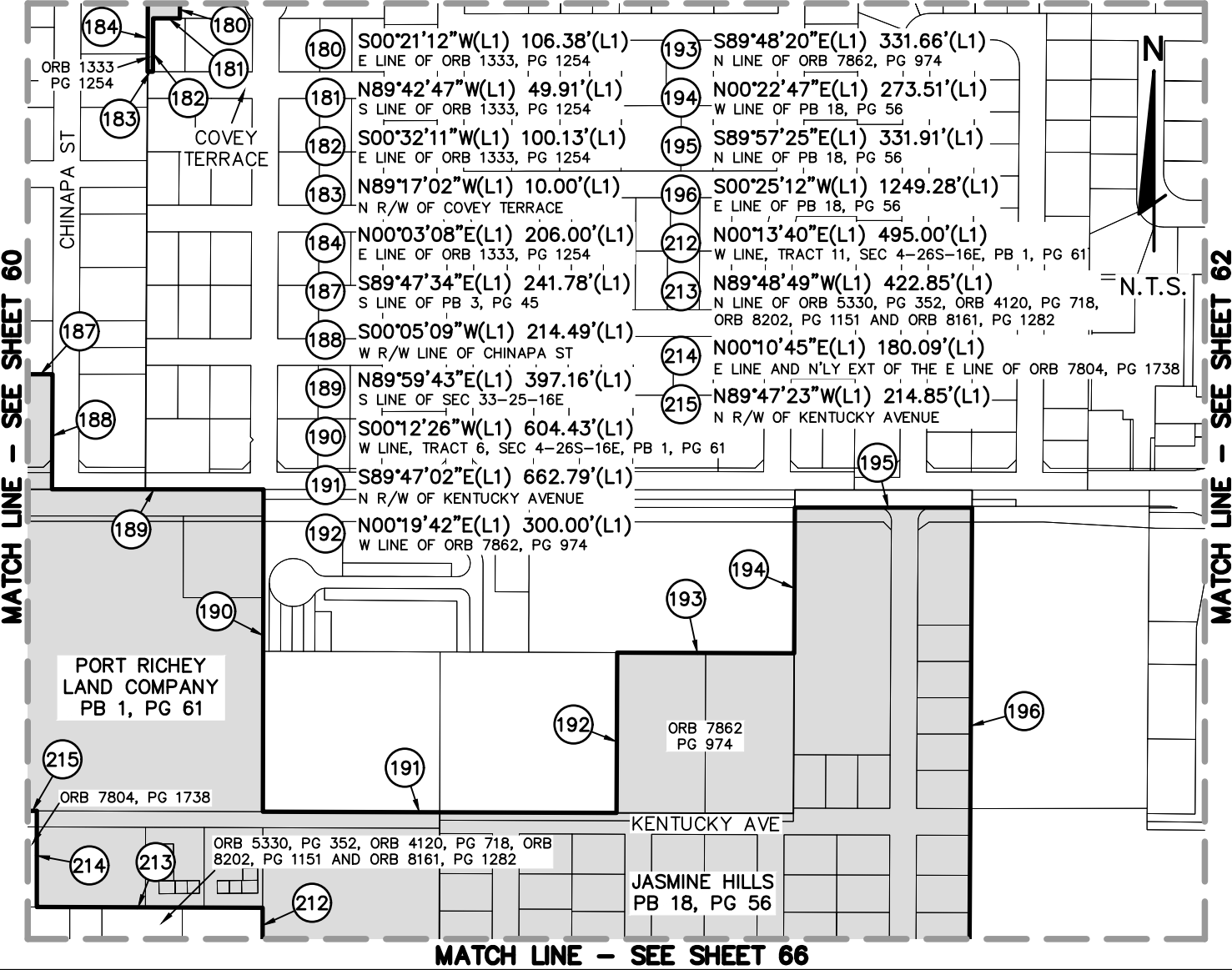
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BEARINGS ARE BASED UPON THE E LINE OF SEC 31-25S-16E, BEING N00°19'40"W.

MATCH LINE - SEE SHEET 55



PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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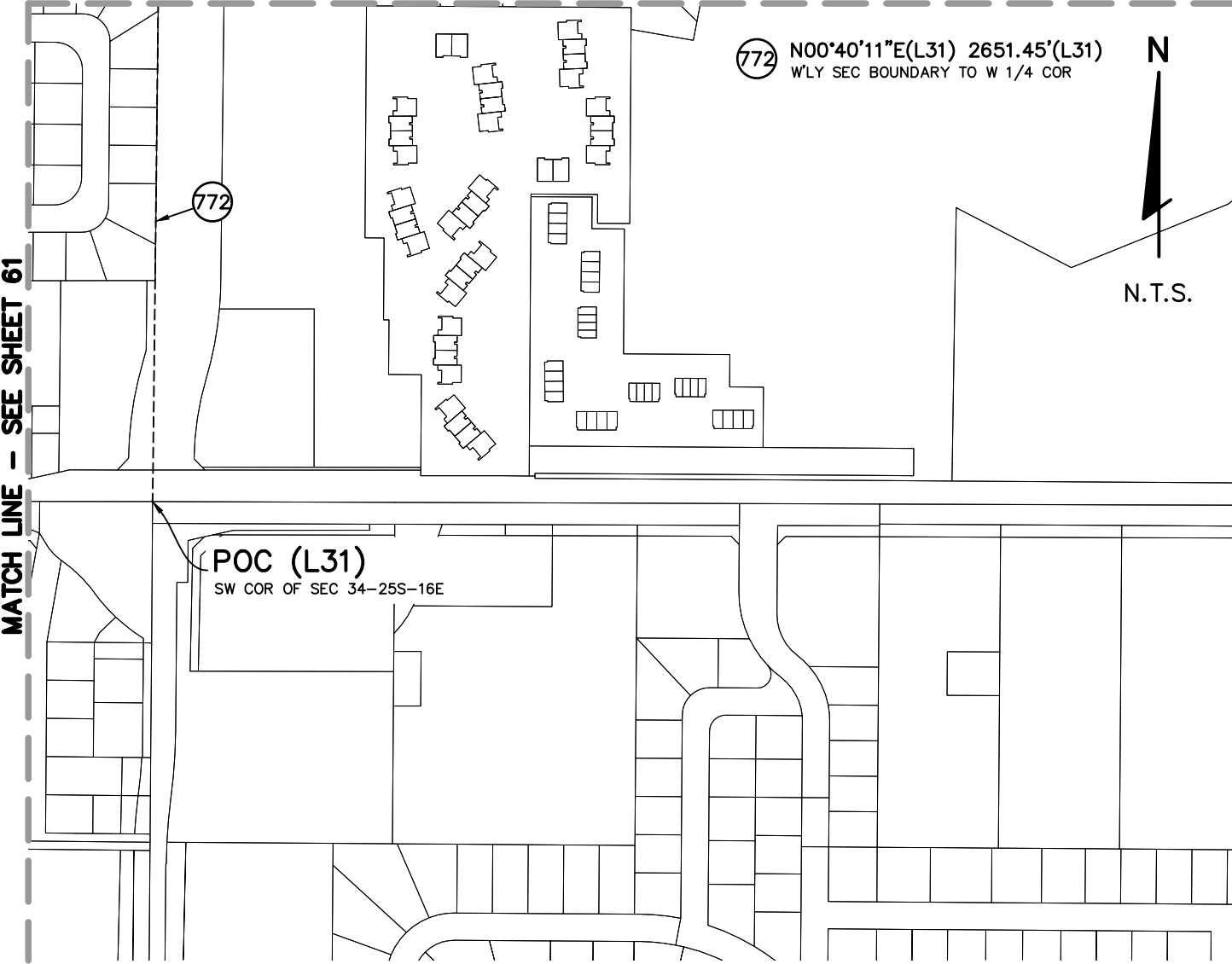
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MATCH LINE - SEE SHEET 56



PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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STATE OF FLORIDA

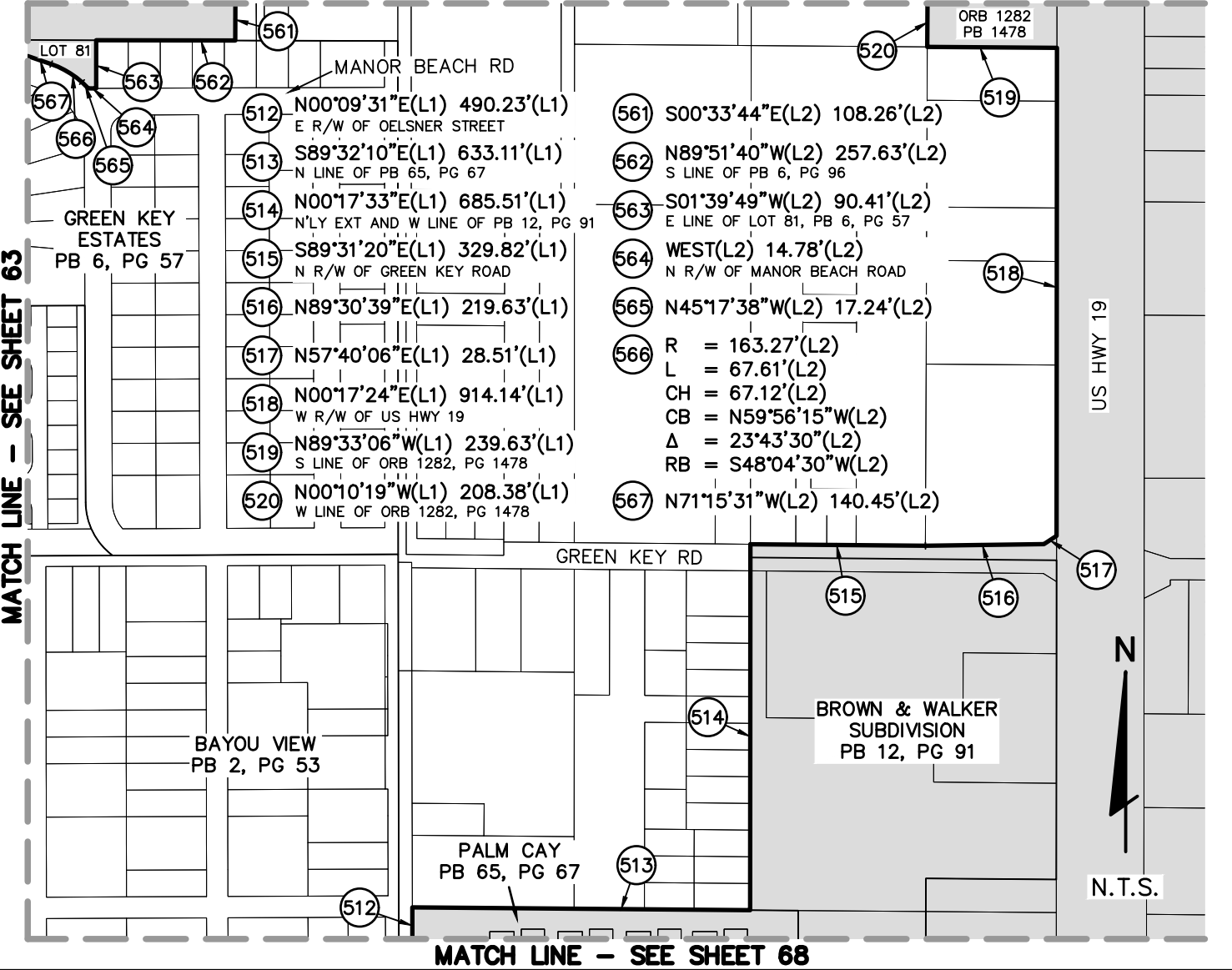
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MATCH LINE - SEE SHEET 58



PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
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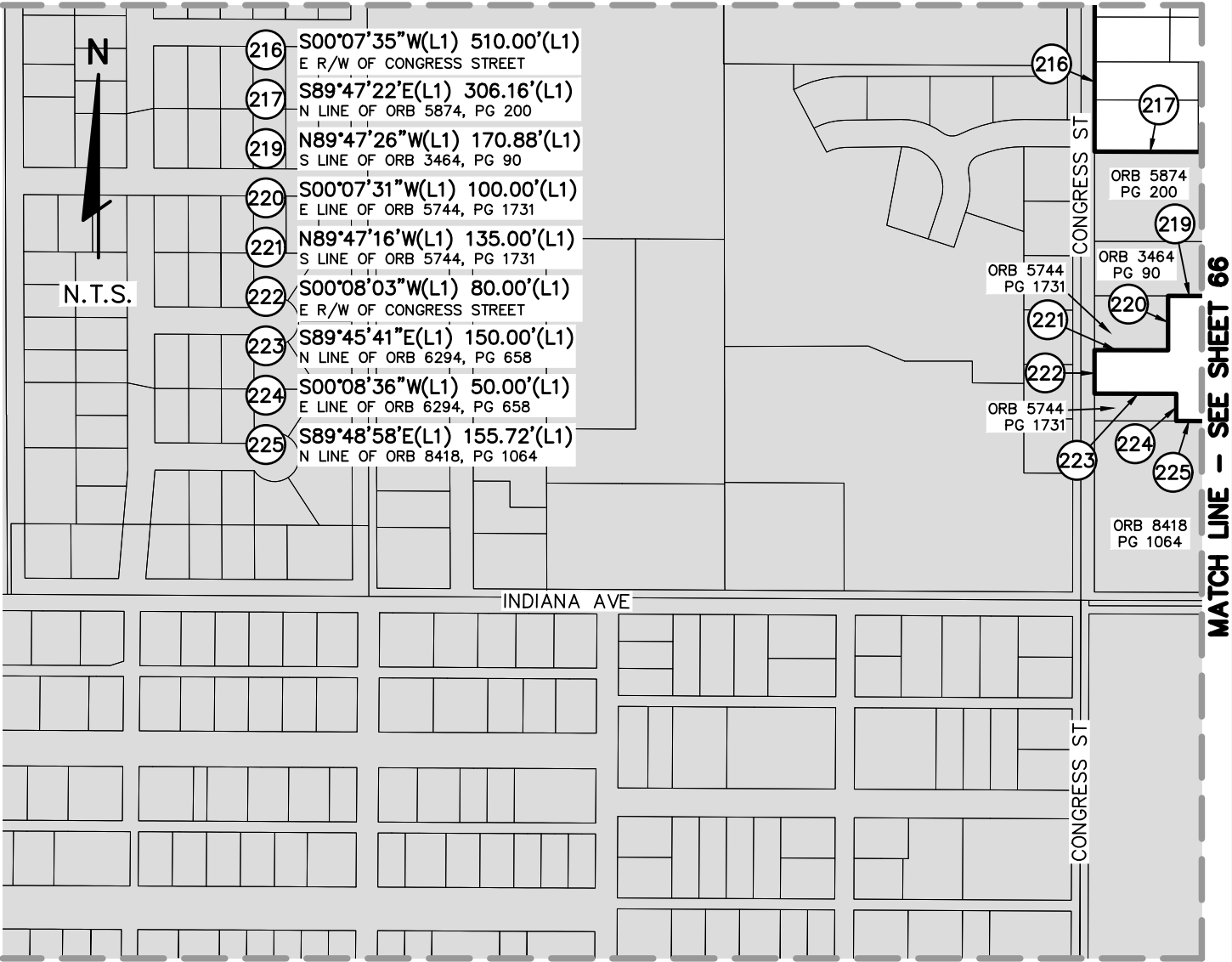
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MATCH LINE – SEE SHEET 60



PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1–38 FOR LEGAL DESCRIPTION SEE SHEETS 39–104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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STATE OF FLORIDA

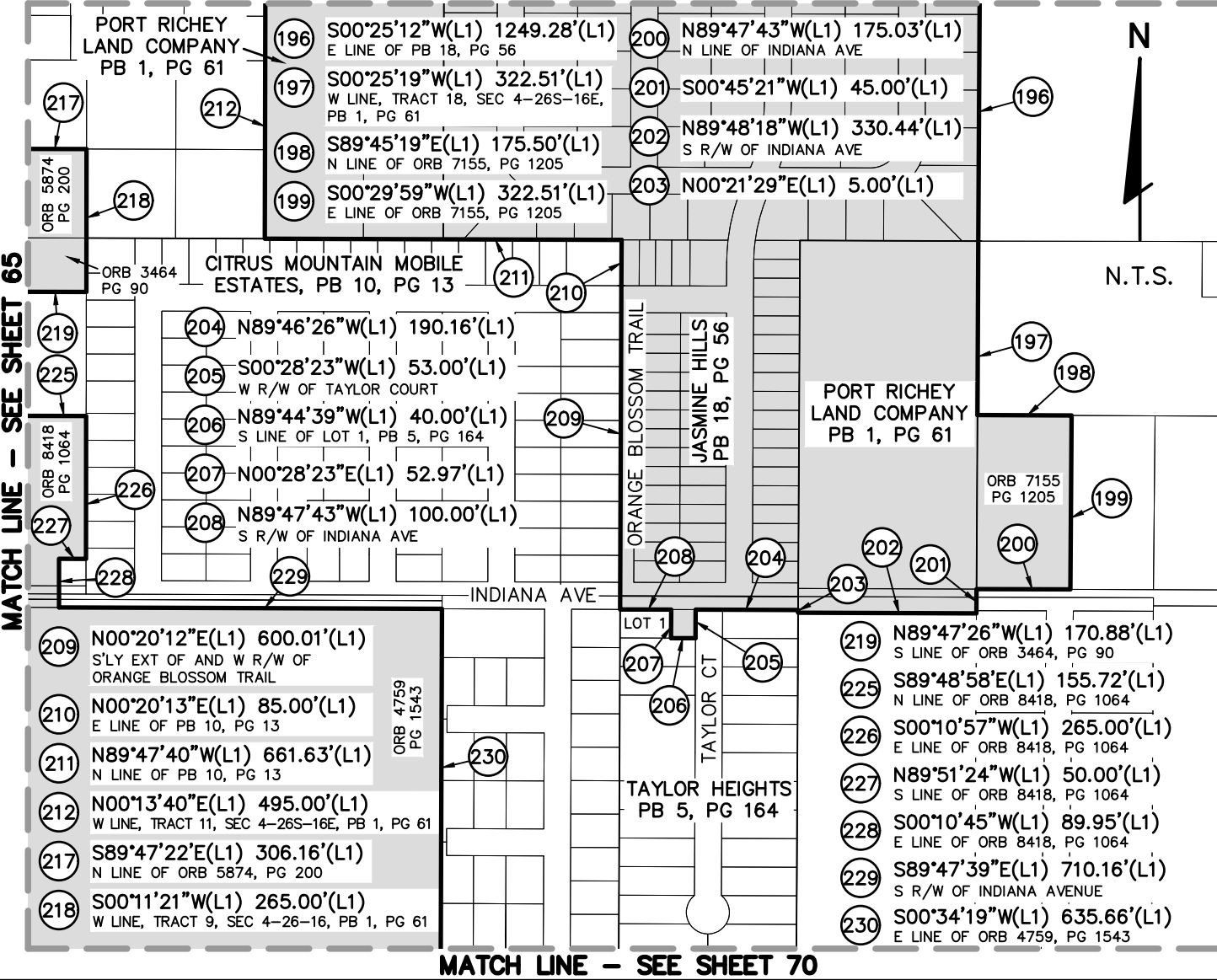
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MATCH LINE - SEE SHEET 61



PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



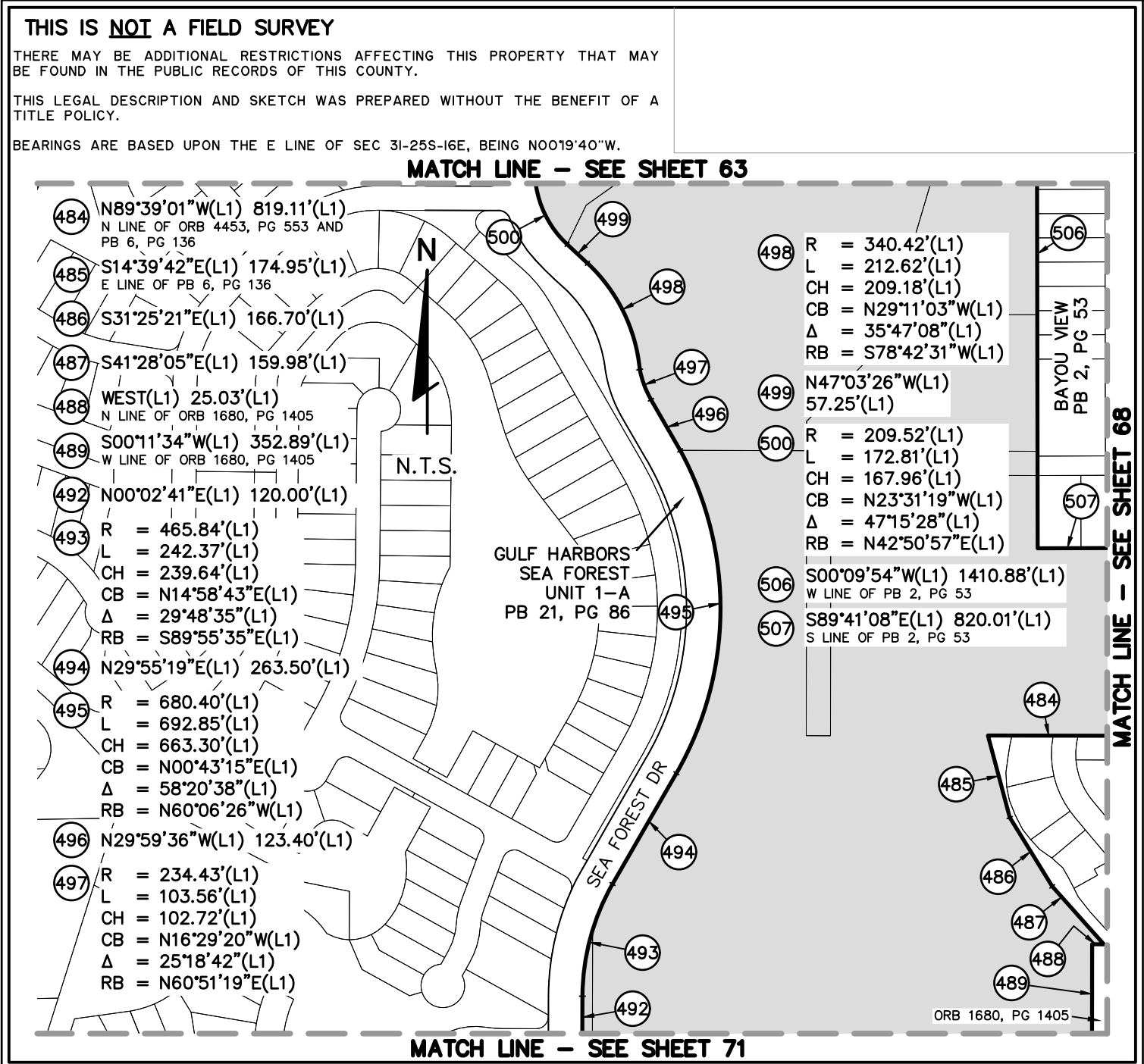
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20525 AMBERFIELD DRIVE, SUITE 201, LAND O LAKES, FLORIDA 34638
PHONE: (800) 532 - 1047 FAX: (727) 848 - 3648 WWW.FLDESIGN.COM L.B. NO.6707

NOT VALID WITHOUT ORIGINAL
SIGNATURE AND SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER
CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH

JARED T. PATENAUE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA



PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

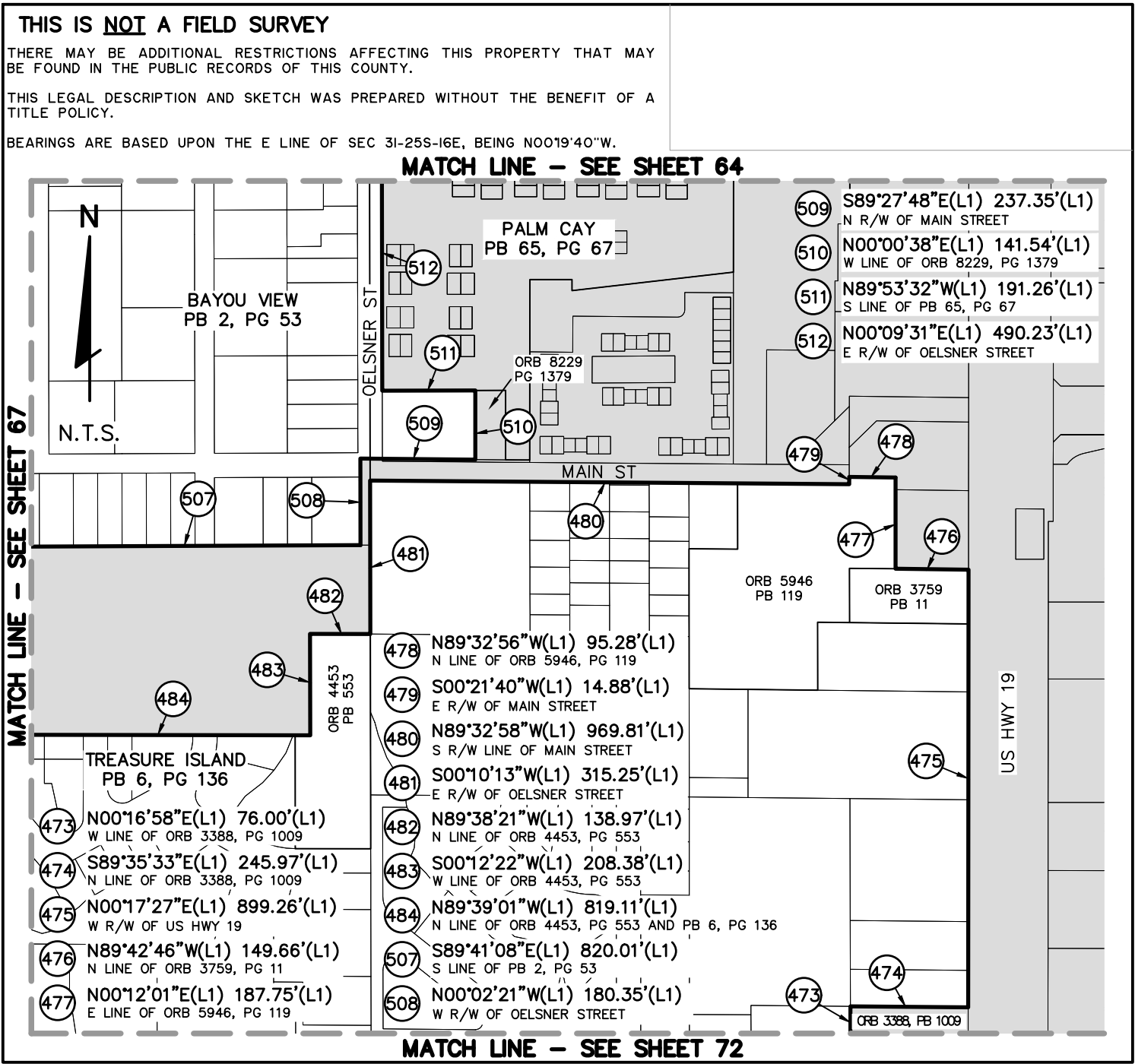
SCALE:	DATE:	DRAWN:	CALCED:	CHECKED:	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
N.T.S.	1-24-24	BGD	BGD	JTP	
JOB No.:	EPN:	SECTION:	TOWNSHIP:	RANGE:	NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH
516-60	444	28,31-33 4-6,7-9,16-18	25S 26S	16E 16E	


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SHEET DESCRIPTION:					CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS	
SCALE:	DATE:	DRAWN:	CALCED:	CHECKED:	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND	
N.T.S.	I-24-24	BGD	BGD	JTP		
JOB No.:	EPN:	SECTION:	TOWNSHIP:	RANGE:		
516-60	444	28,31-33 4-6,7-9,16-18	25S 26S	16E 16E		
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20525 AMBERFIELD DRIVE, SUITE 201, LAND O LAKES, FLORIDA 34638 PHONE: (800) 532 - 1047 FAX: (727) 848 - 3648 WWW.FLDESIGN.COM L.B. NO.6707					JARED T. PATENAUE PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER LS 6971 STATE OF FLORIDA	

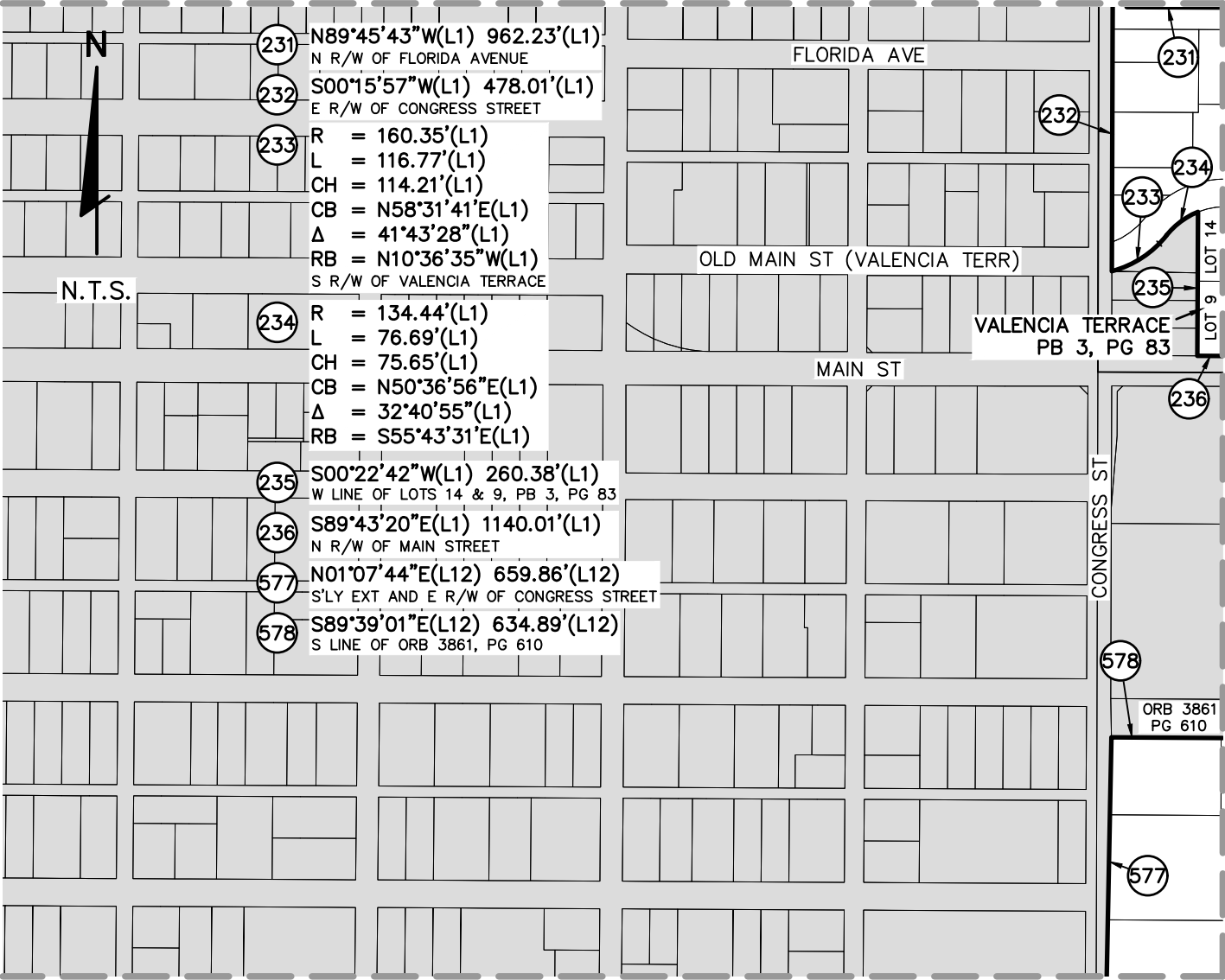
THIS IS NOT A FIELD SURVEY

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THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY.

BEARINGS ARE BASED UPON THE E LINE OF SEC 31-25S-16E, BEING N00°19'40"W.

MATCH LINE - SEE SHEET 65



MATCH LINE - SEE SHEET 73

PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



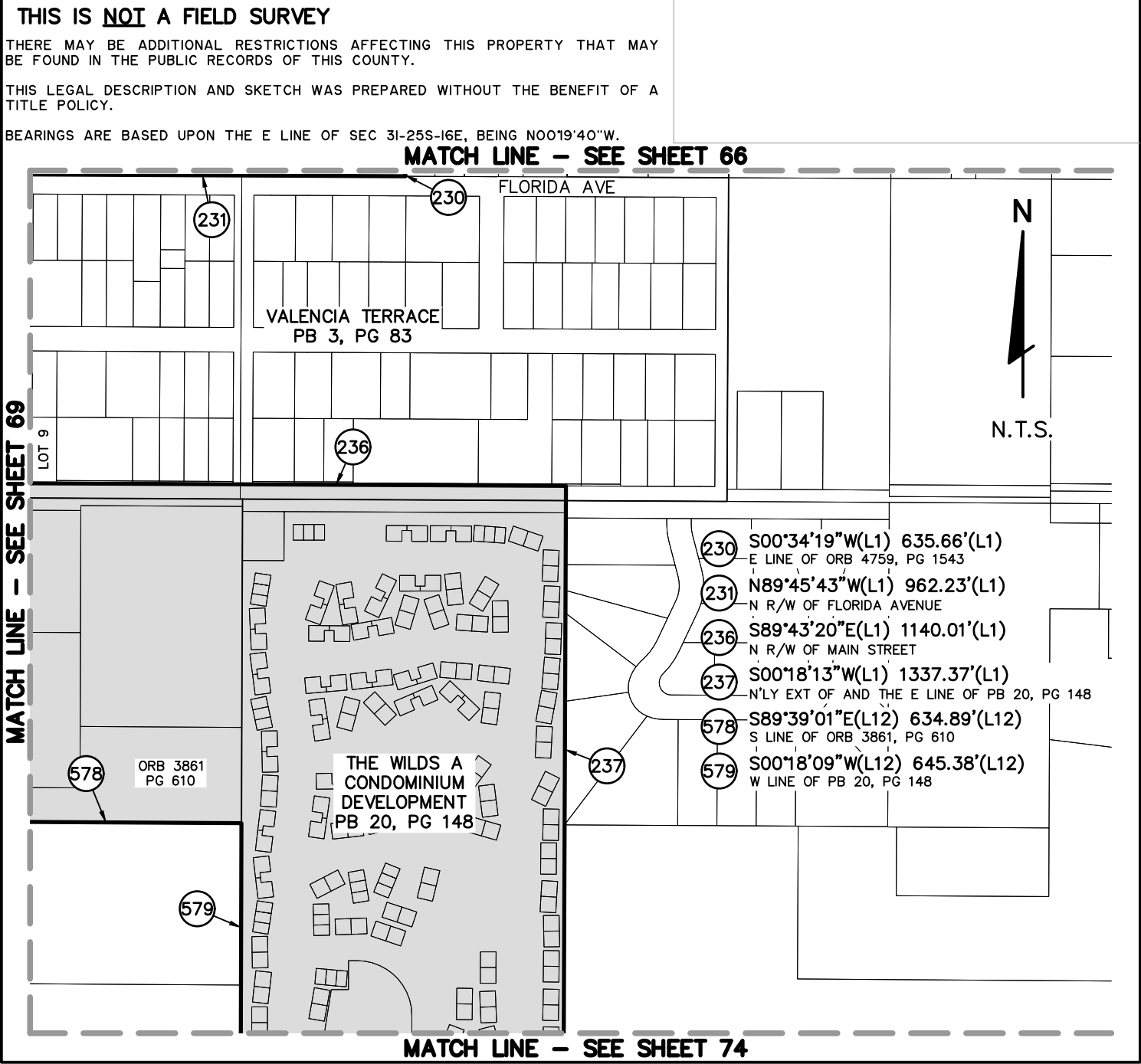
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STATE OF FLORIDA



PREPARED FOR:					CITY OF NEW PORT RICHEY	
SHEET DESCRIPTION:						
CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS						
SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND	
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH	
						
20525 AMBERFIELD DRIVE, SUITE 201, LAND O LAKES, FLORIDA 34638 PHONE: (800) 532 - 1047 FAX: (727) 848 - 3648 WWW.FLDESIGN.COM L.B. NO.6707						
FLORIDA DESIGN CONSULTANTS, INC. — THINK IT. ACHIEVE IT. —					JARED T. PATENAUDE PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER LS 6971 STATE OF FLORIDA	

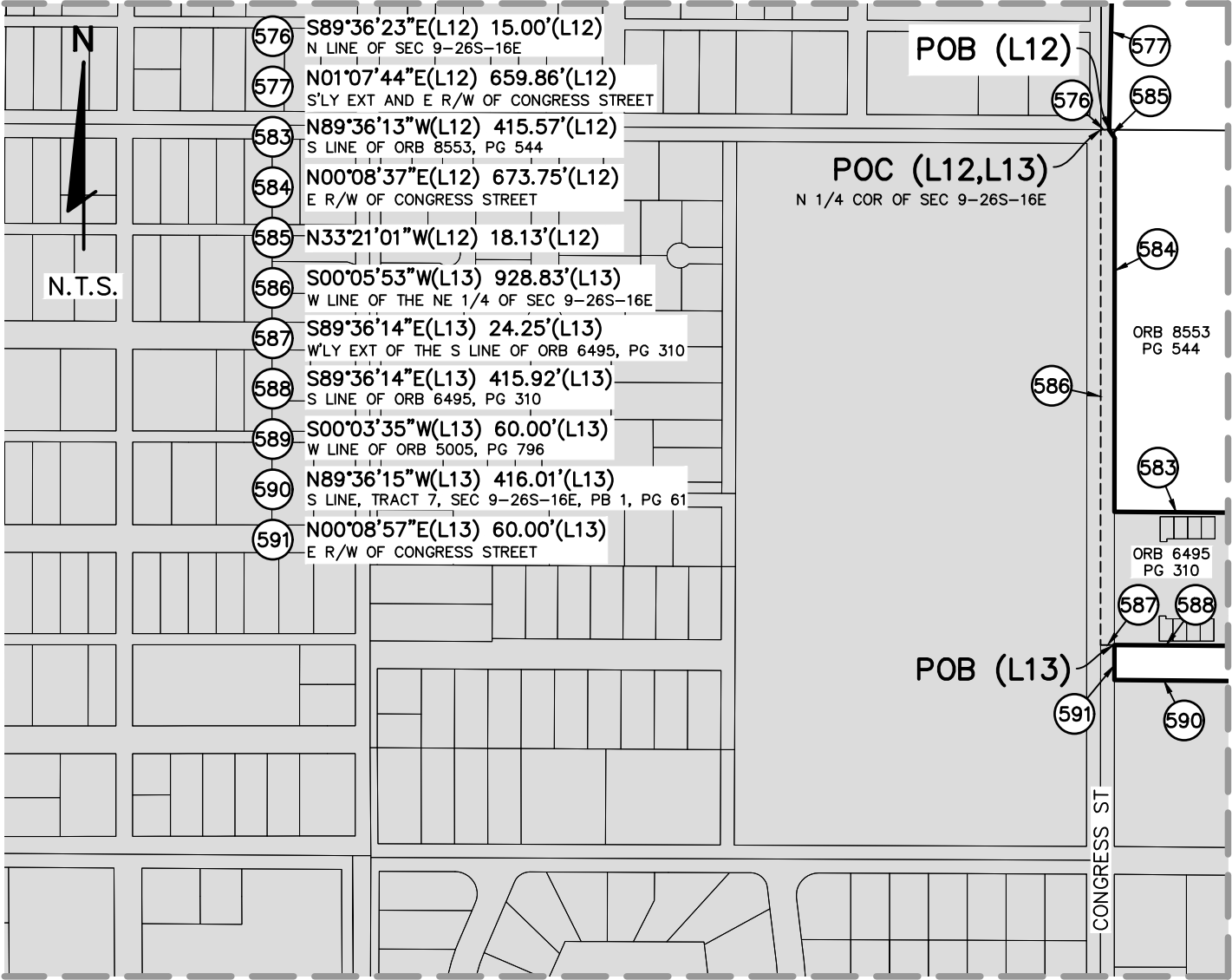
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MATCH LINE - SEE SHEET 69



PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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LICENSE NUMBER LS 6971
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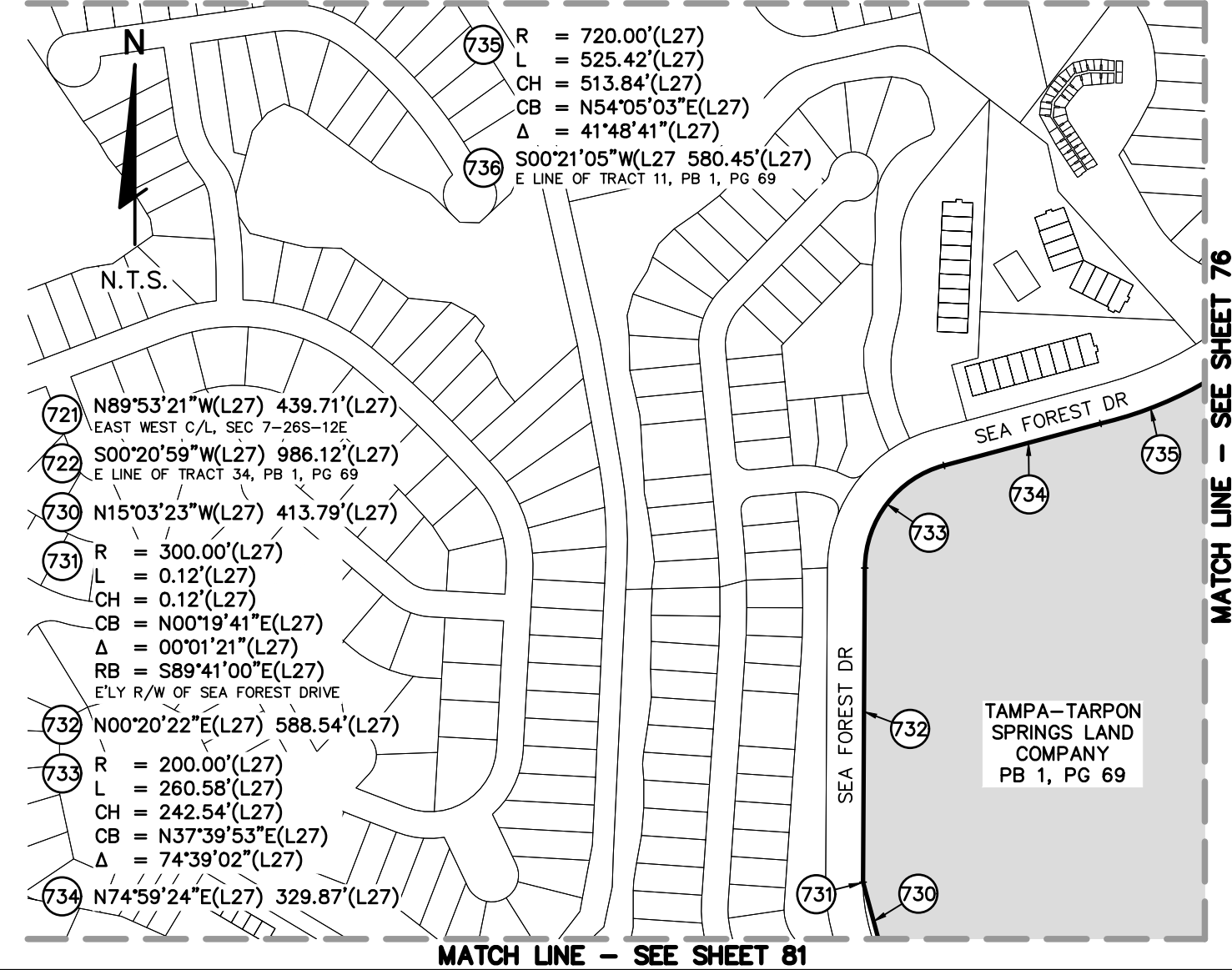
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MATCH LINE – SEE SHEET 71



MATCH LINE – SEE SHEET 81

MATCH LINE – SEE SHEET 76

PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1–38 FOR LEGAL DESCRIPTION SEE SHEETS 39–104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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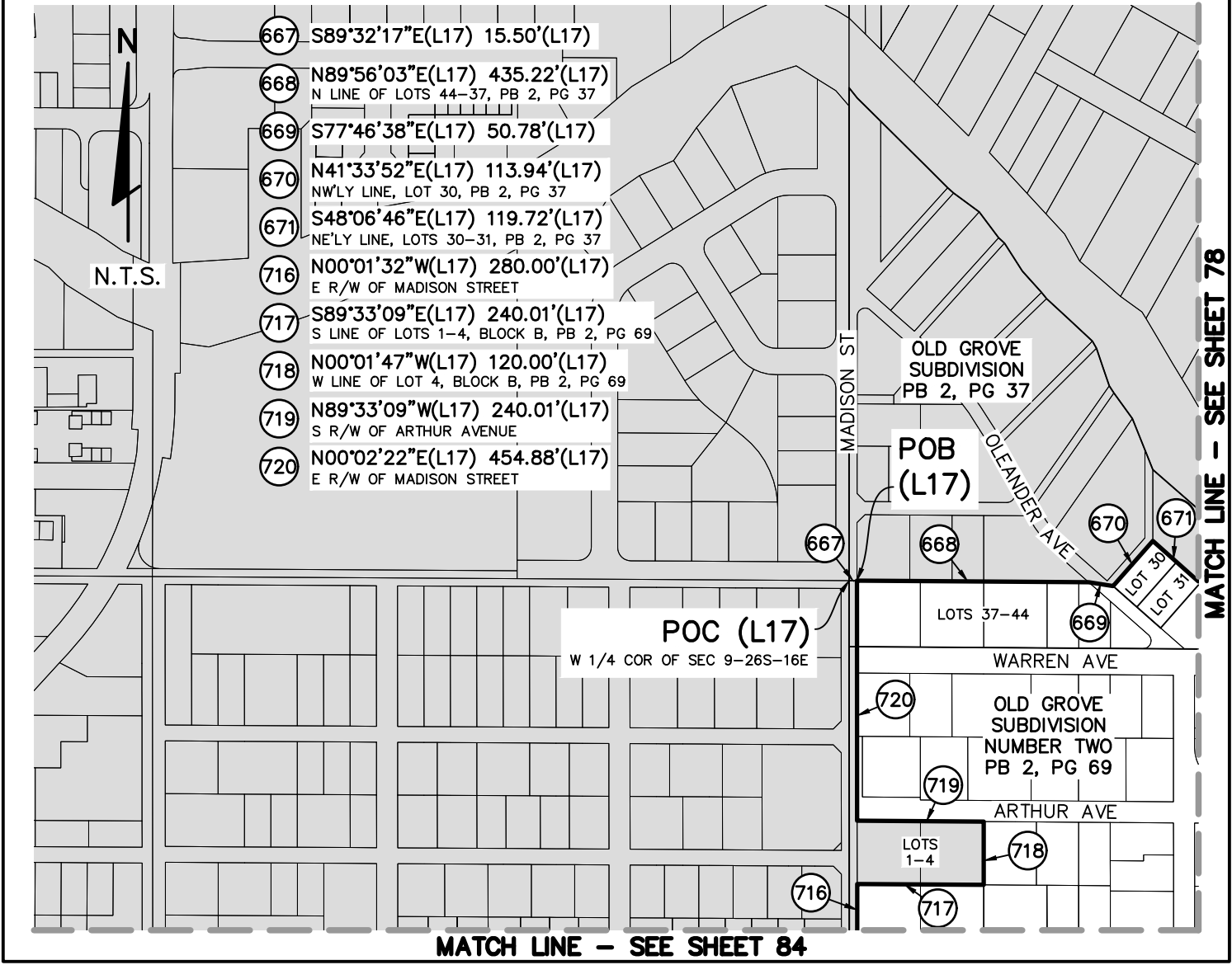
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SCALE:	DATE:	DRAWN:	CALCED:	CHECKED:	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND	
N.T.S.	1-24-24	BGD	BGD	JTP		
JOB No.:	EPN:	SECTION:	TOWNSHIP:	RANGE:		
516-60	444	28,31-33 4-6,7-9,16-18	25S 26S	16E 16E		
					NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH	
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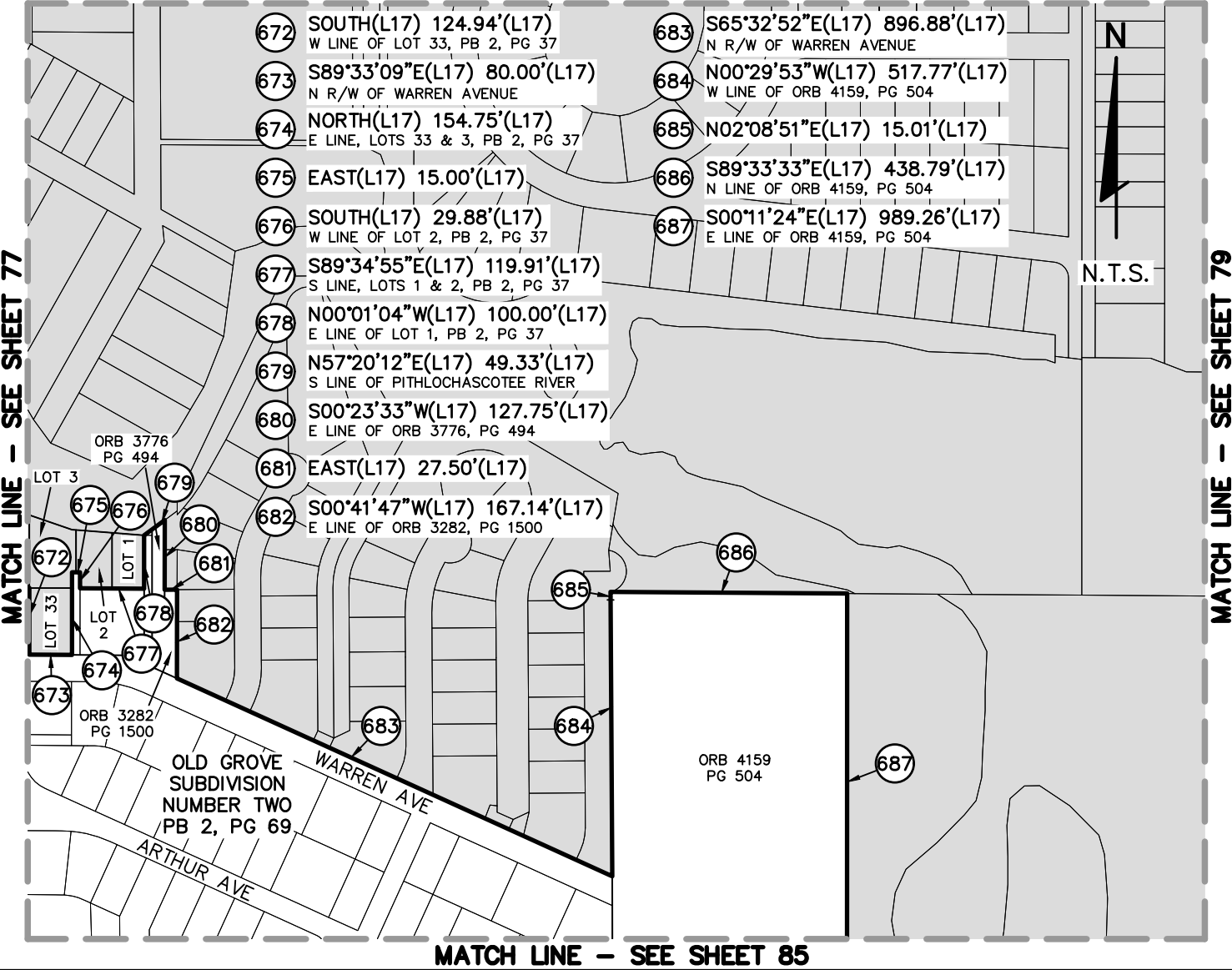
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MATCH LINE - SEE SHEET 73



PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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STATE OF FLORIDA

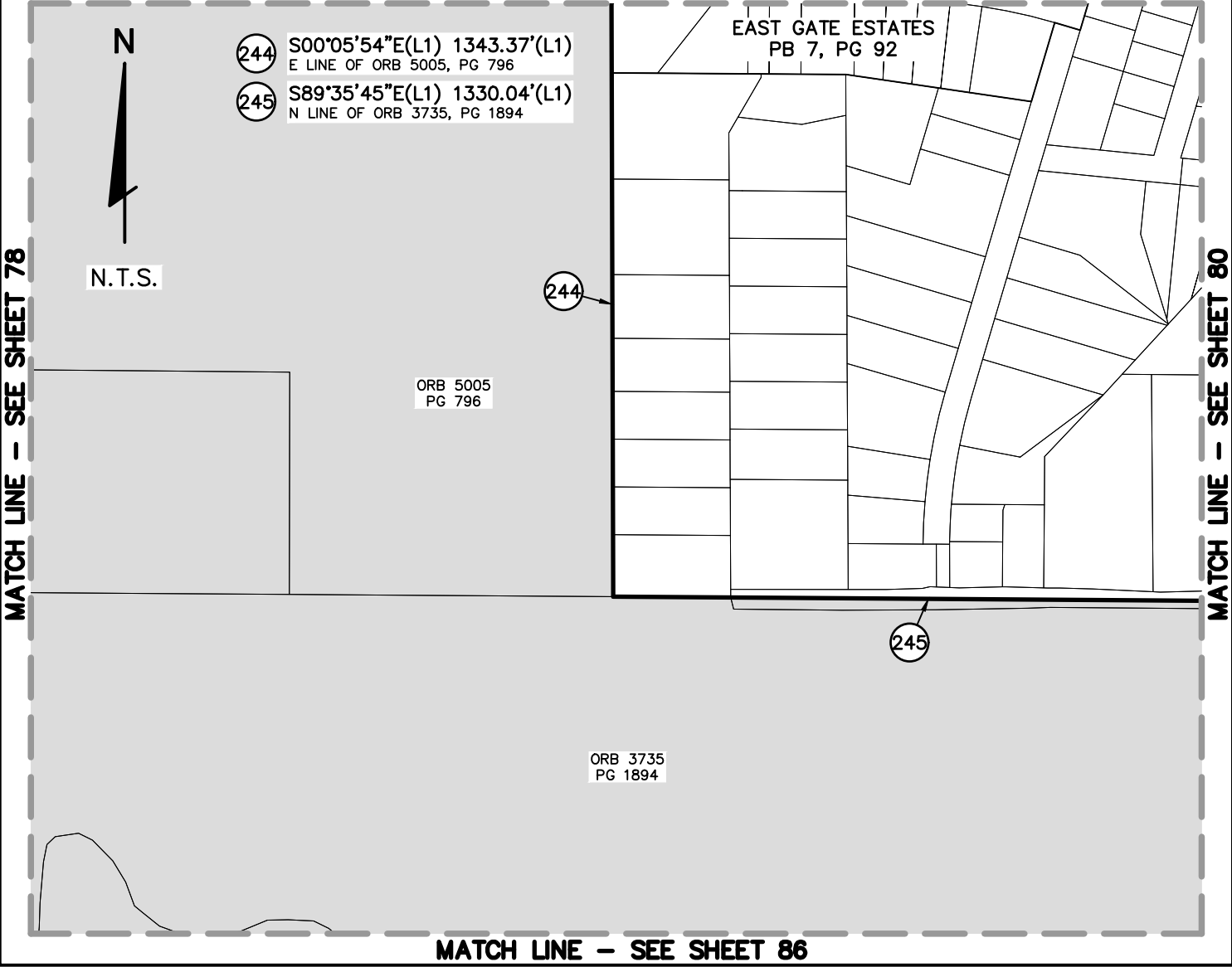
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MATCH LINE - SEE SHEET 74



PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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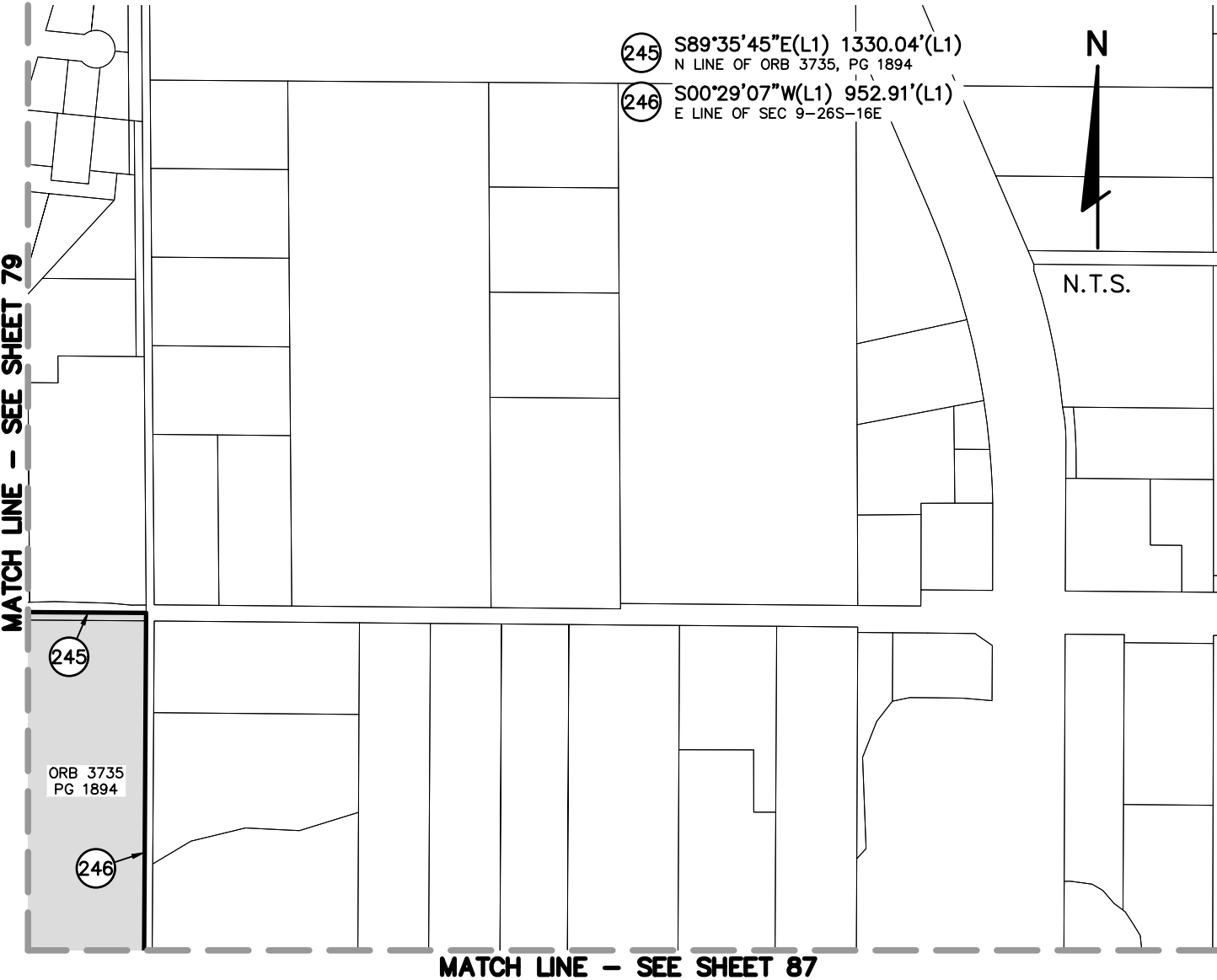
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SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	

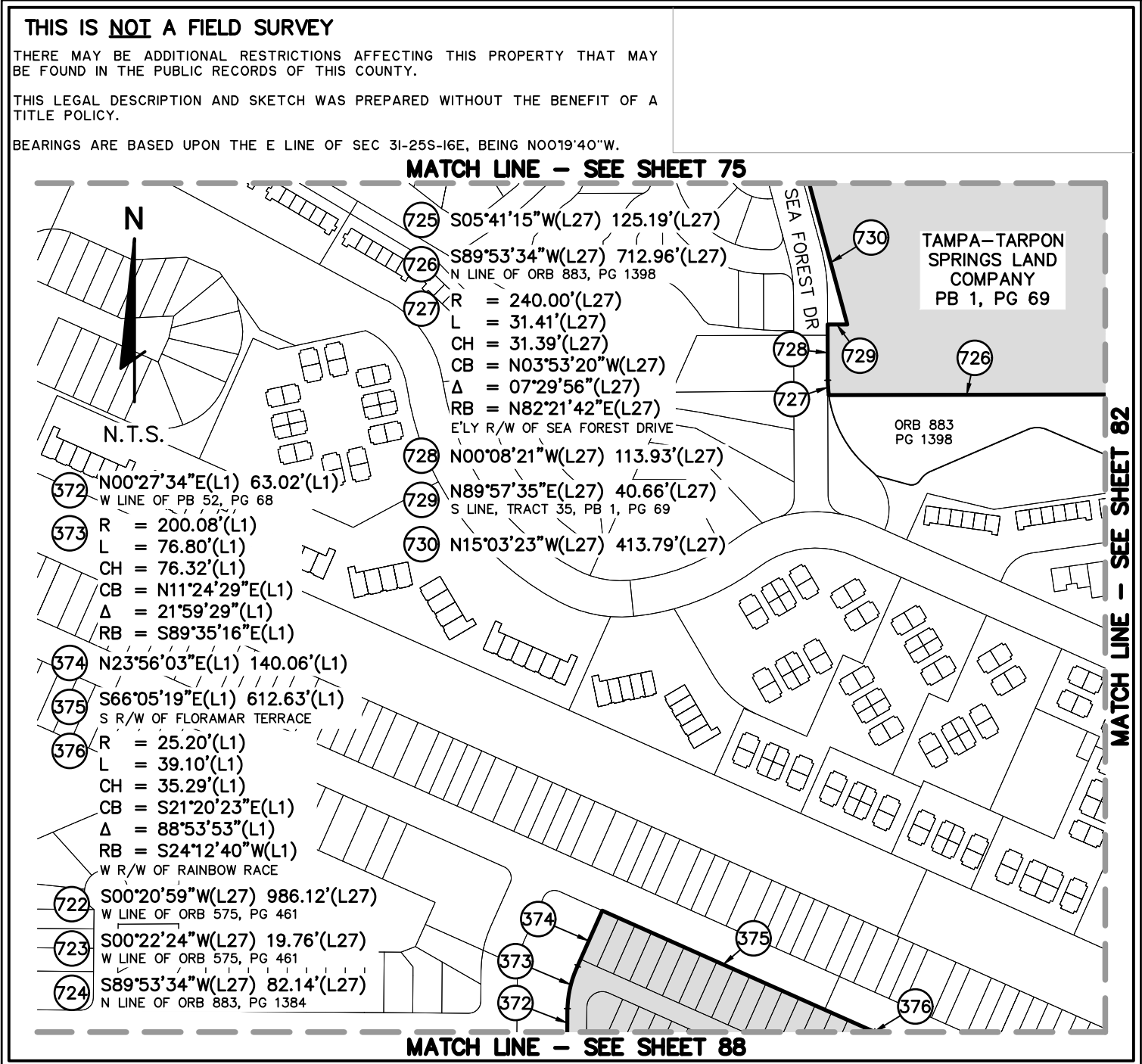


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516-60	444	28,31-33 4-6,7-9,16-18	25S 26S	16E 16E	

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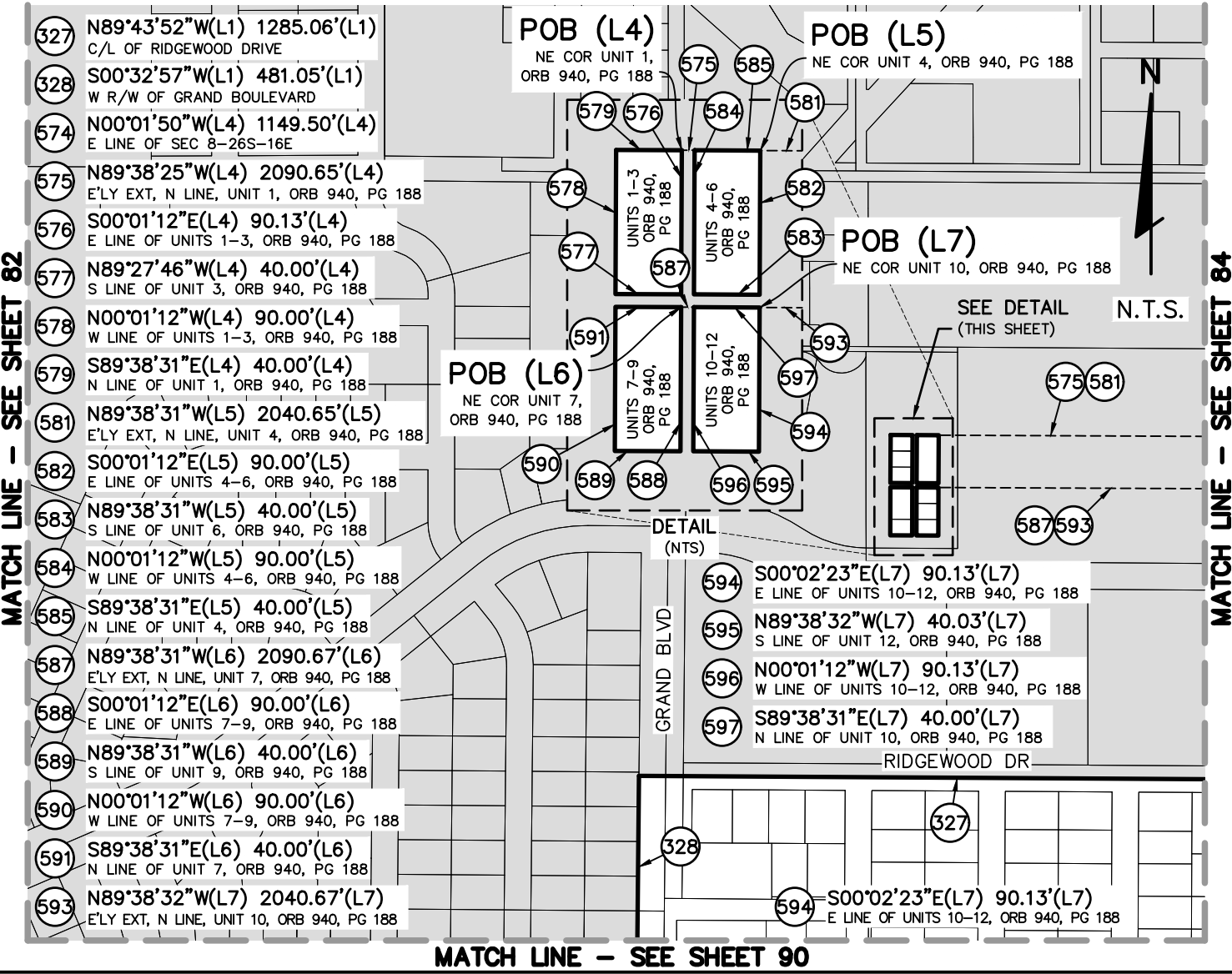
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SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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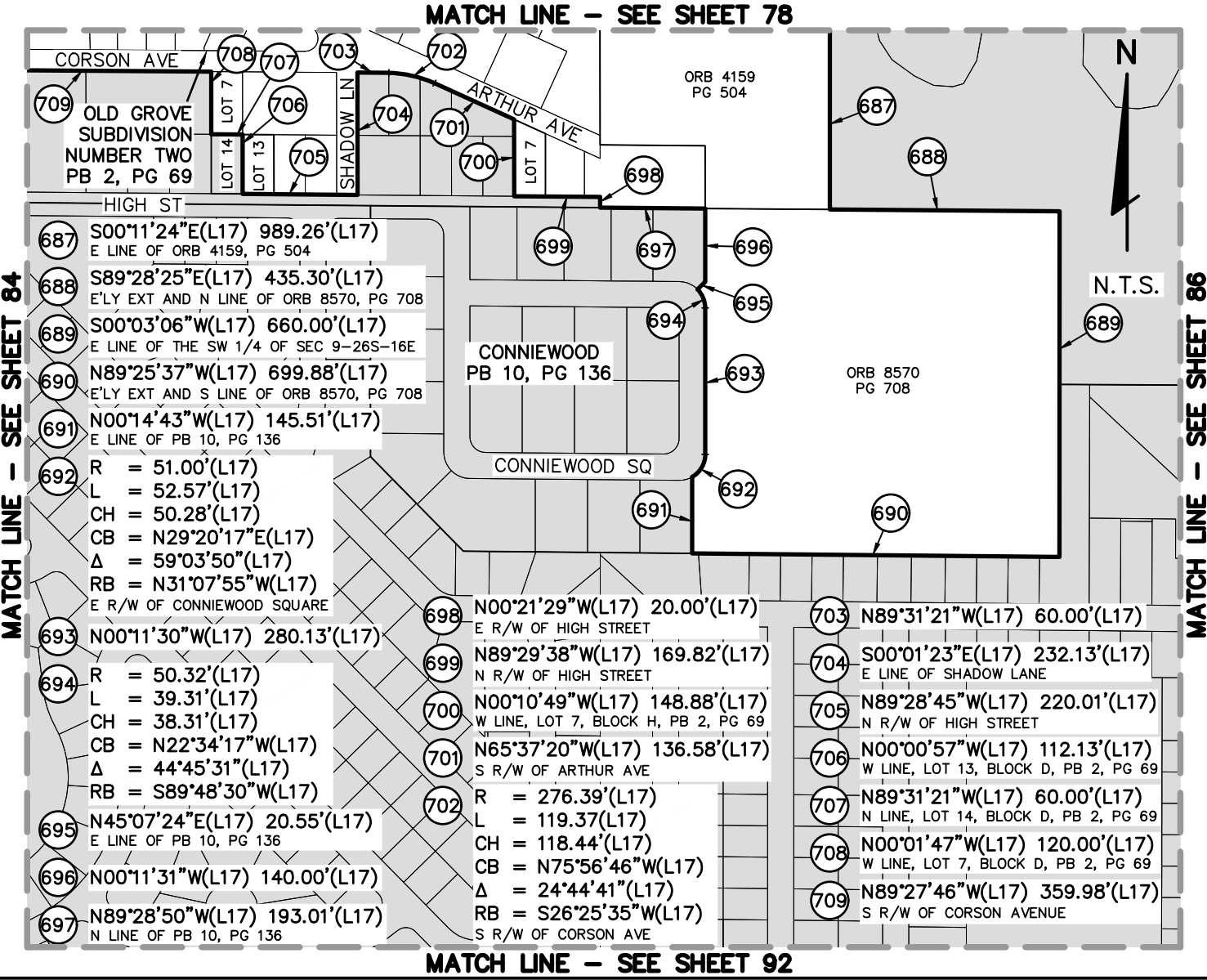
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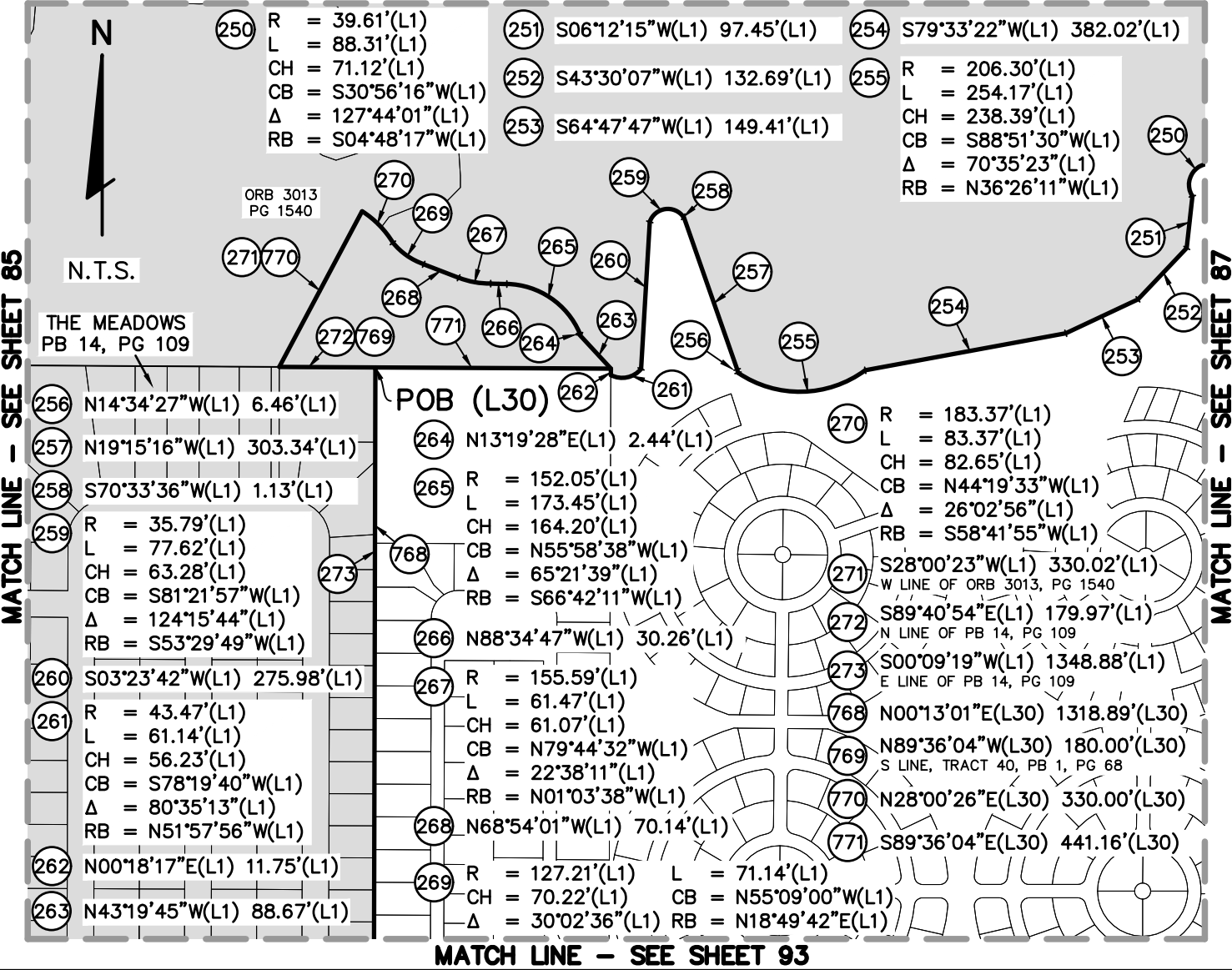
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MATCH LINE - SEE SHEET 79



PREPARED FOR:

CITY OF NEW PORT RICHEY

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SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
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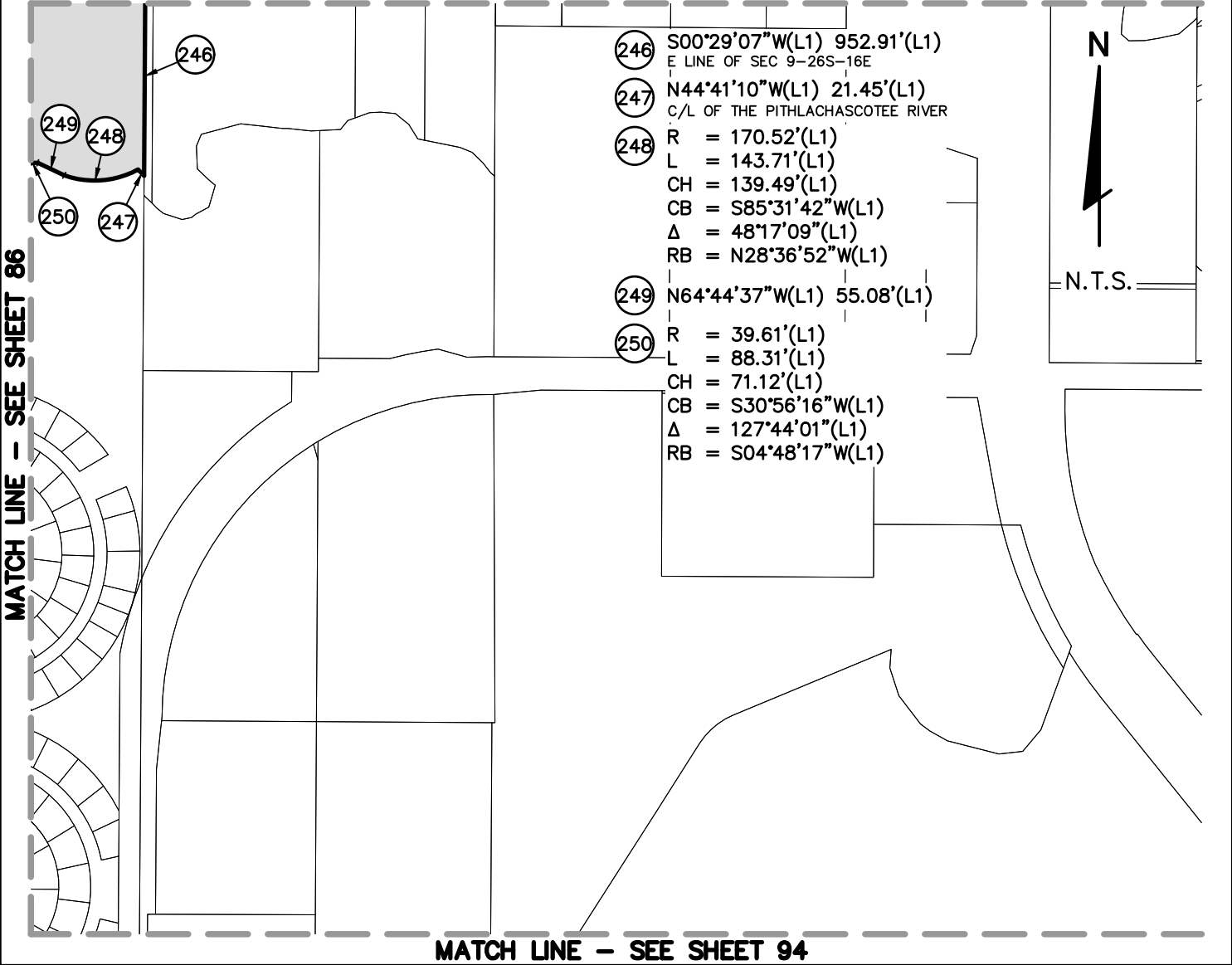
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MATCH LINE - SEE SHEET 80



PREPARED FOR: CITY OF NEW PORT RICHEY

SHEET DESCRIPTION: CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	

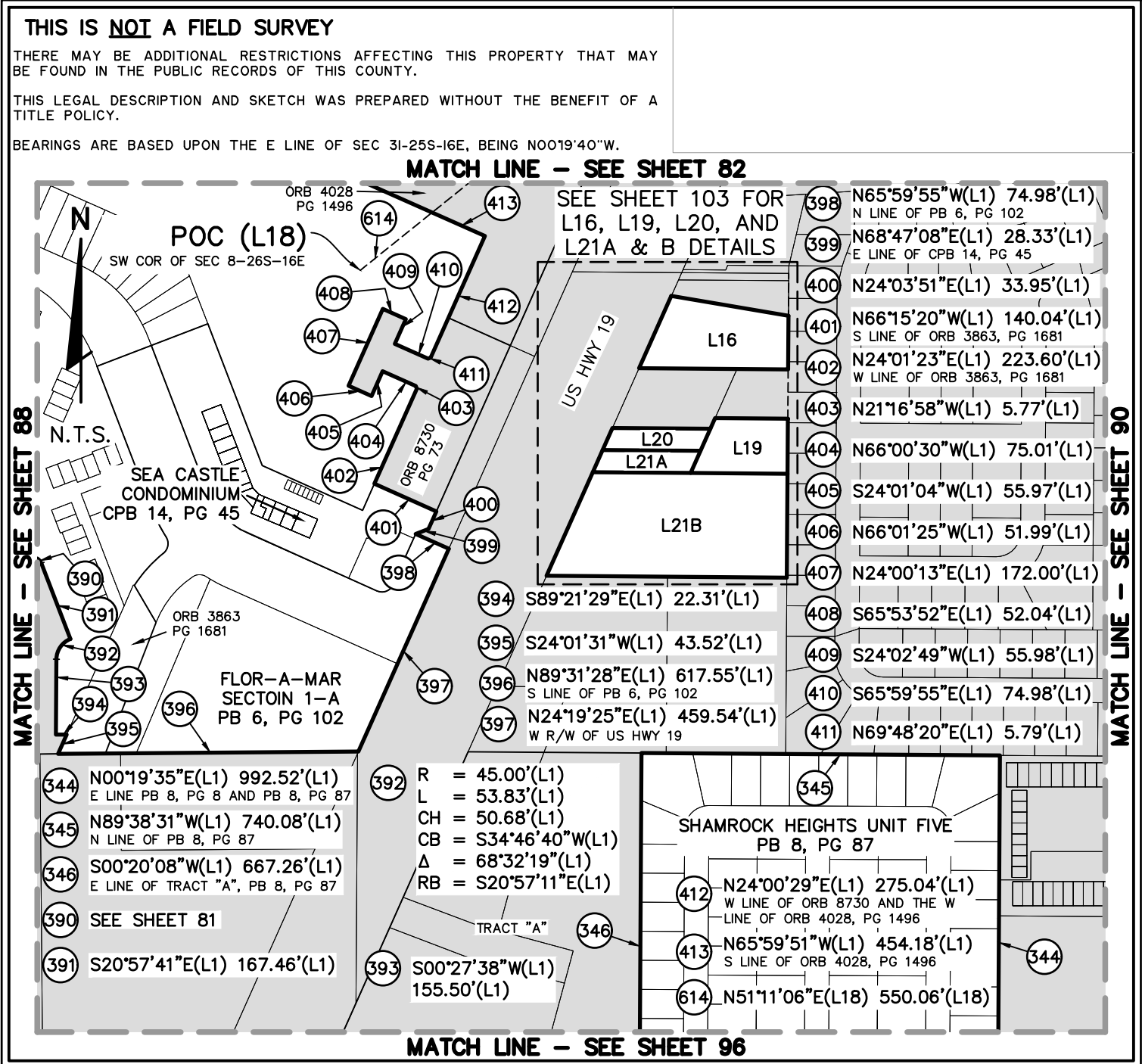



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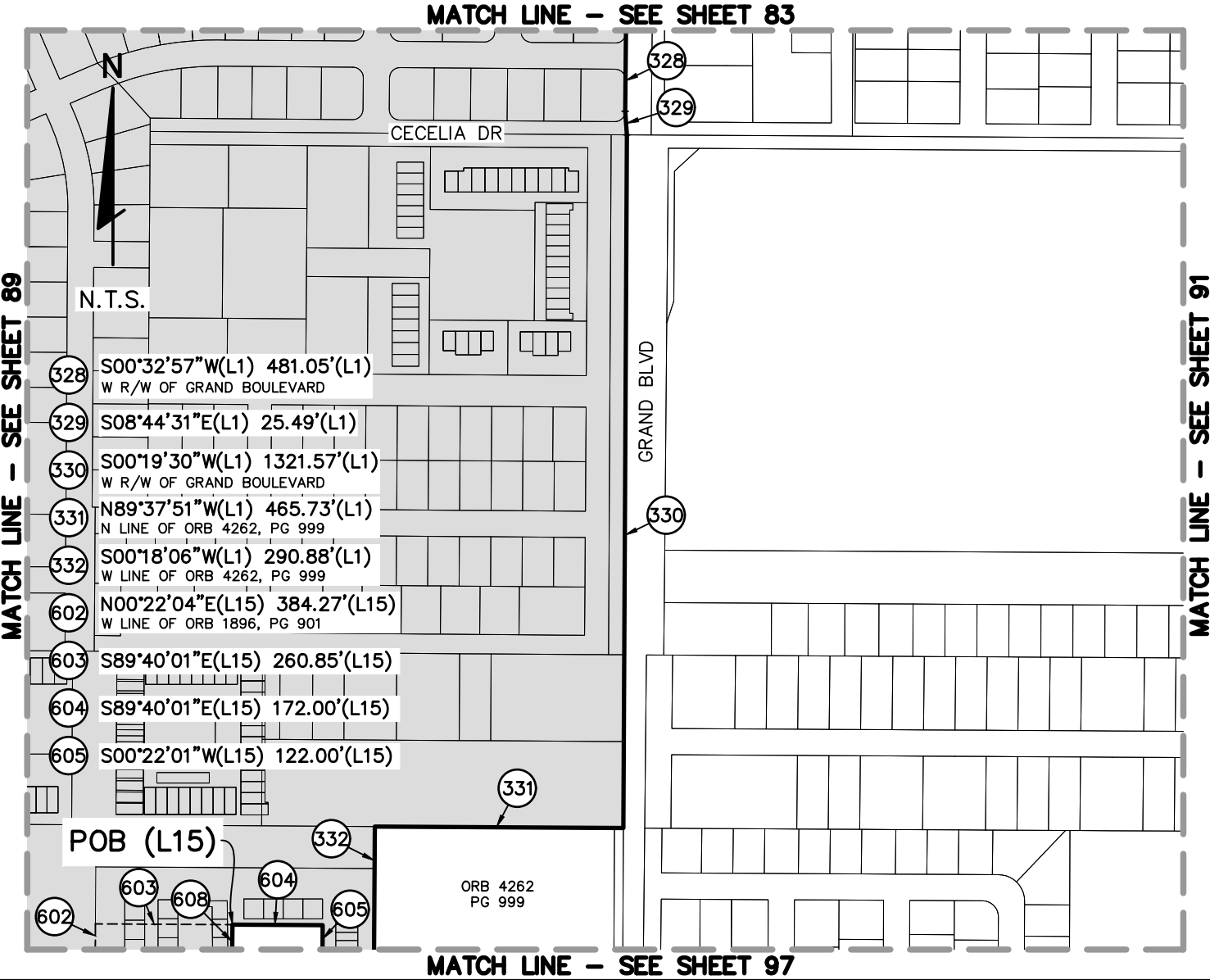
PREPARED FOR:					CITY OF NEW PORT RICHEY	
SHEET DESCRIPTION:						
CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS						
SCALE:	DATE:	DRAWN:	CALCED:	CHECKED:	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND	
N.T.S.	I-24-24	BGD	BGD	JTP		
JOB No.:	EPN:	SECTION:	TOWNSHIP:	RANGE:	NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH	
516-60	444	28,31-33 4-6,7-9,16-18	25S 26S	16E 16E		
<div><div><div>FLORIDA DESIGN CONSULTANTS, INC.</div><div>— THINK IT. ACHIEVE IT. —</div></div></div>						
20525 AMBERFIELD DRIVE, SUITE 201, LAND O LAKES, FLORIDA 34638 PHONE: (800) 532 - 1047 FAX: (727) 848 - 3648 WWW.FLDESIGN.COM L.B. NO.6707					JARED T. PATENAUE PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER LS 6971 STATE OF FLORIDA	

THIS IS NOT A FIELD SURVEY

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY.

BEARINGS ARE BASED UPON THE E LINE OF SEC 31-25S-16E, BEING N00°19'40"W.



PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH

JARED T. PATENAUE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

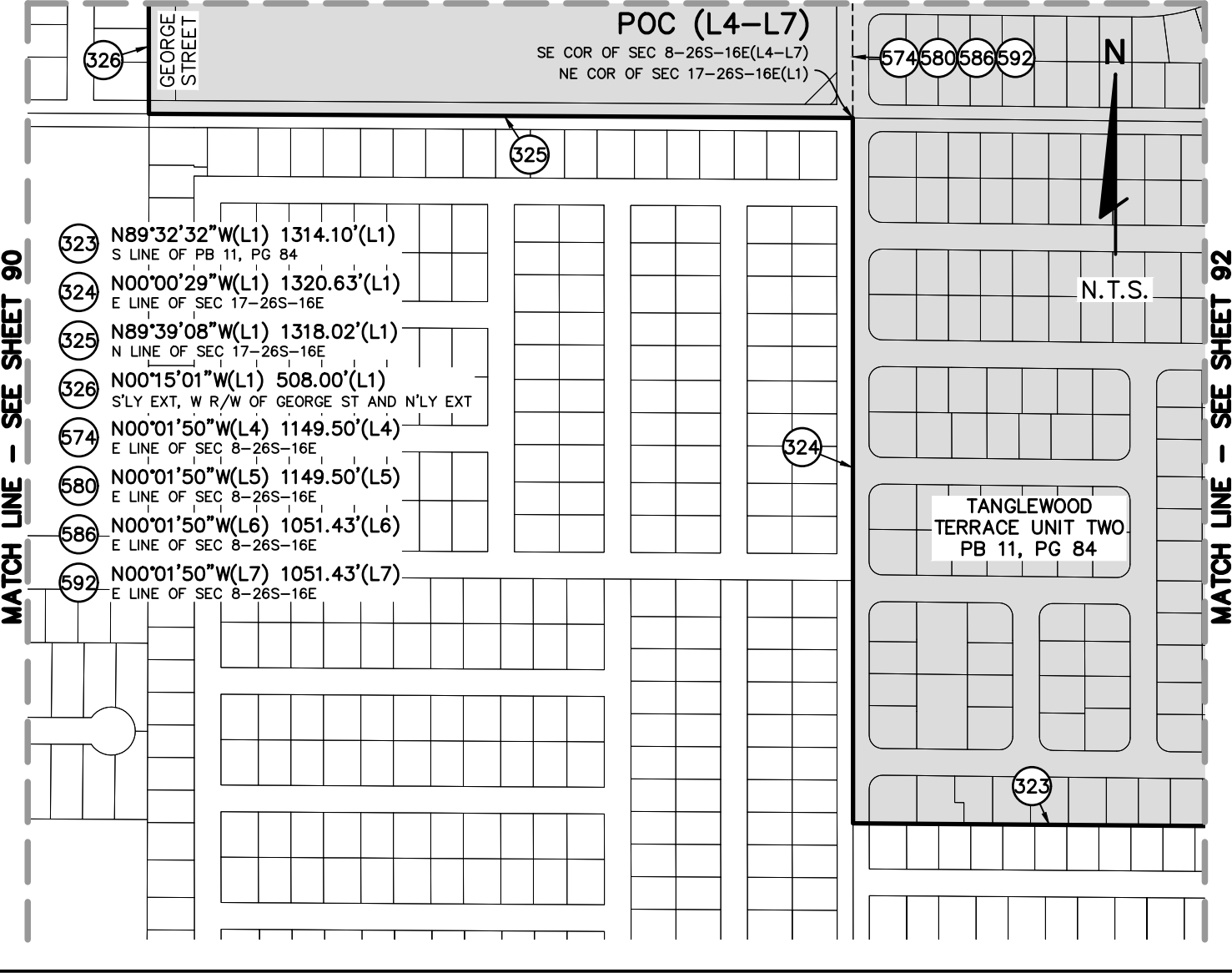
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MATCH LINE - SEE SHEET 84



PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH

JARED T. PATENAUE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

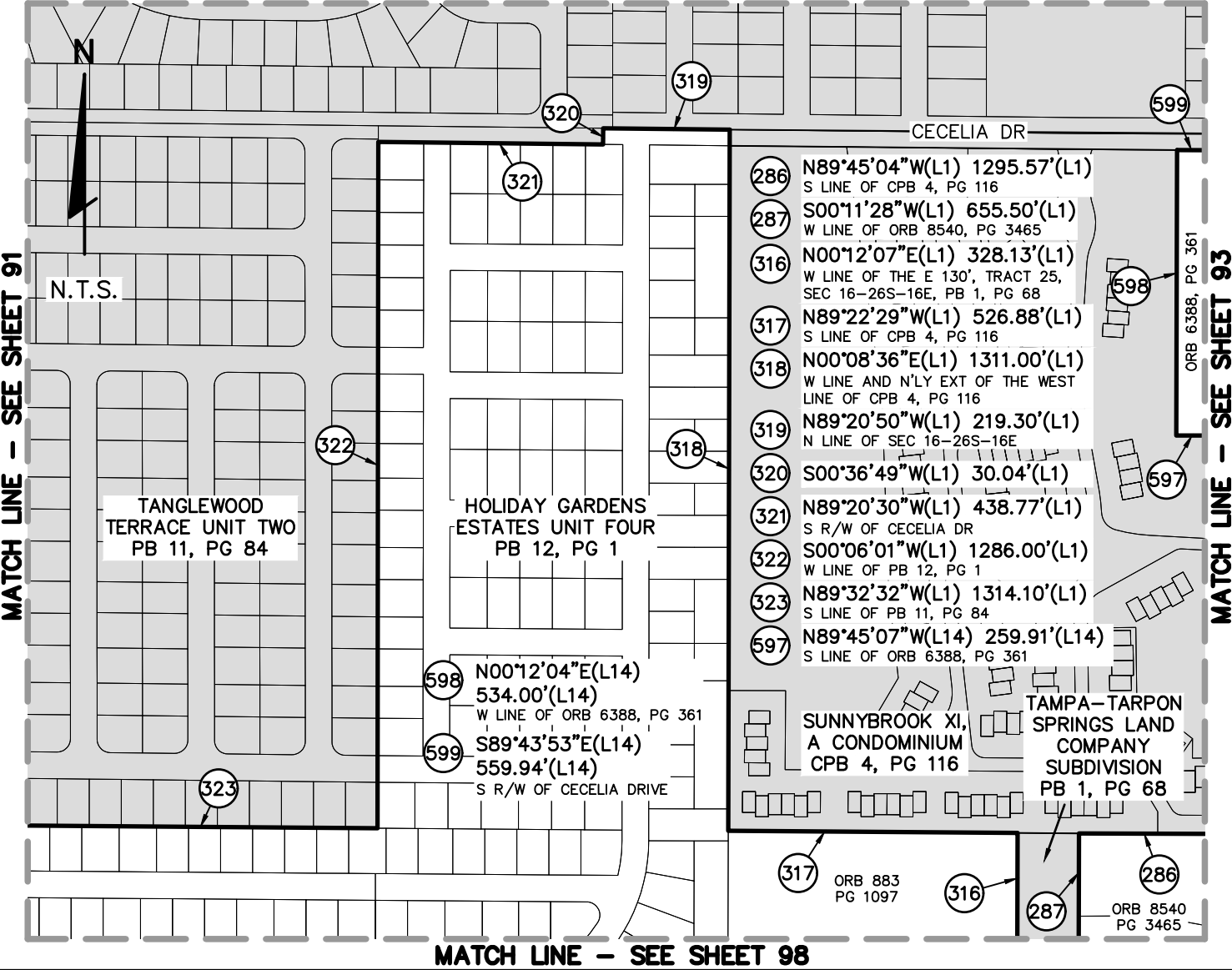
THIS IS NOT A FIELD SURVEY

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MATCH LINE - SEE SHEET 85



PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	

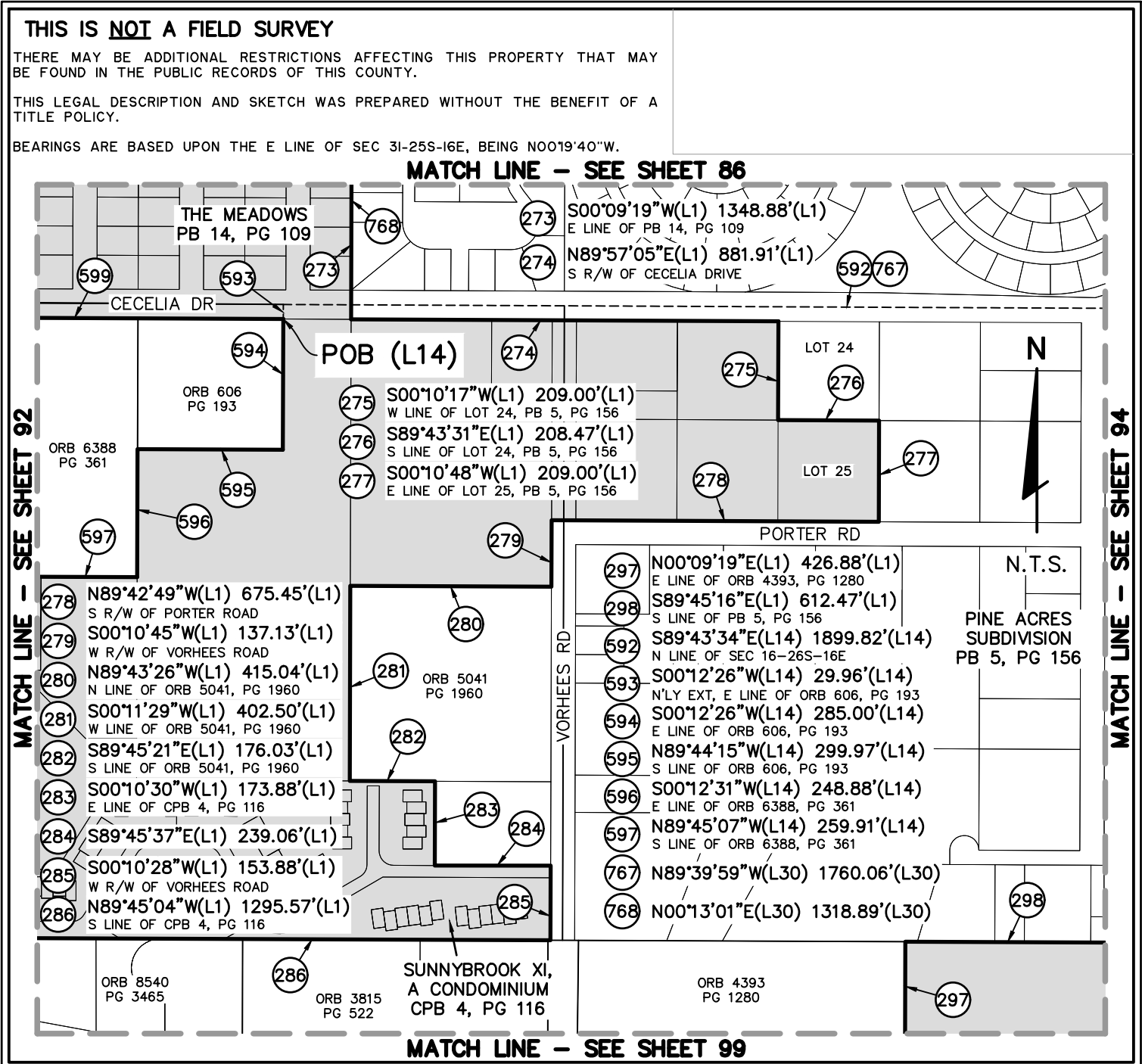


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JARED T. PATENAUE
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LICENSE NUMBER LS 6971
STATE OF FLORIDA



PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE:	DATE:	DRAWN:	CALCED:	CHECKED:	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
N.T.S.	1-24-24	BGD	BGD	JTP	
JOB No.:	EPN:	SECTION:	TOWNSHIP:	RANGE:	NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH
516-60	444	28,31-33 4-6,7-9,16-18	25S 26S	16E 16E	

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PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

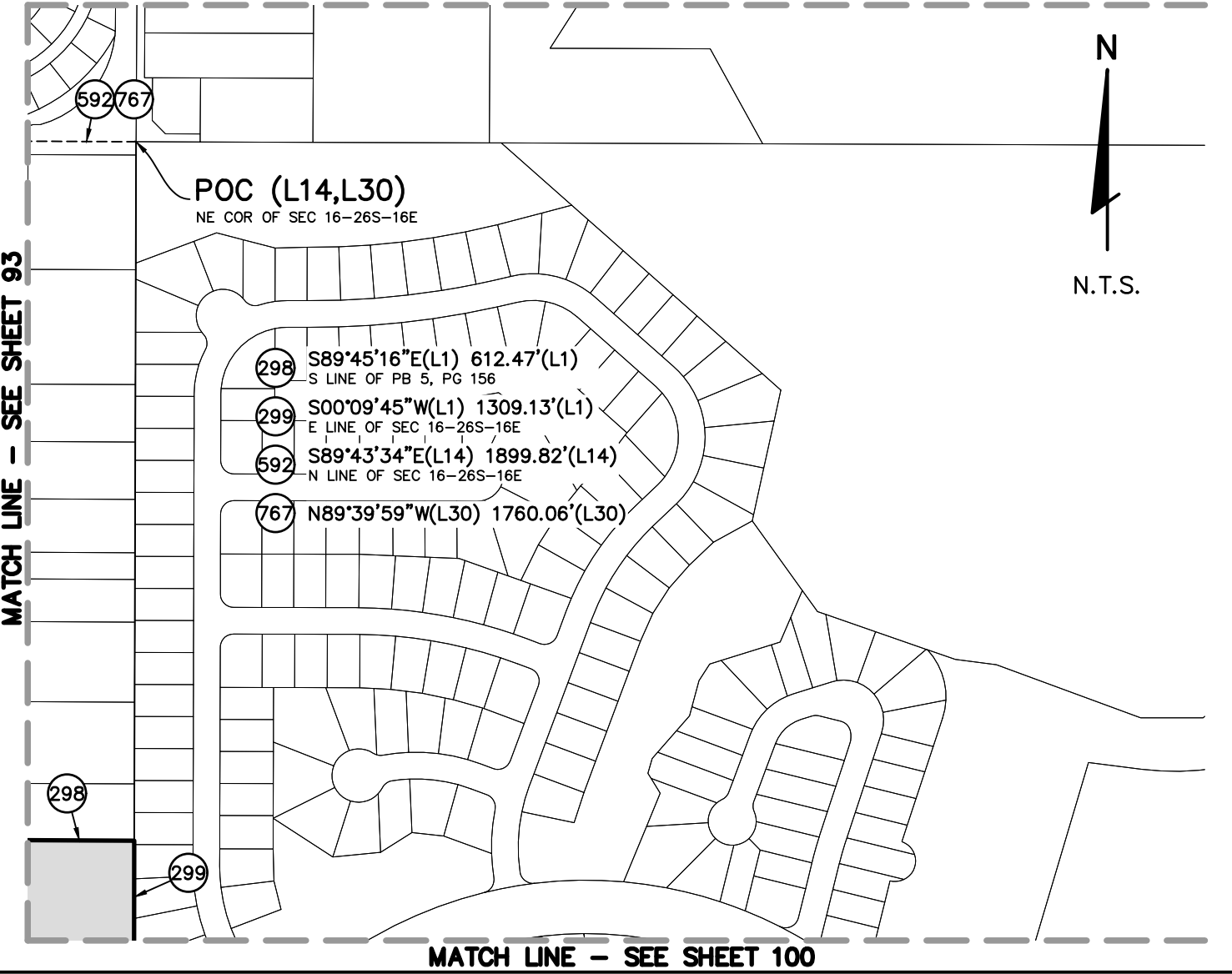
THIS IS NOT A FIELD SURVEY

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MATCH LINE - SEE SHEET 87



PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH

JARED T. PATENAUE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

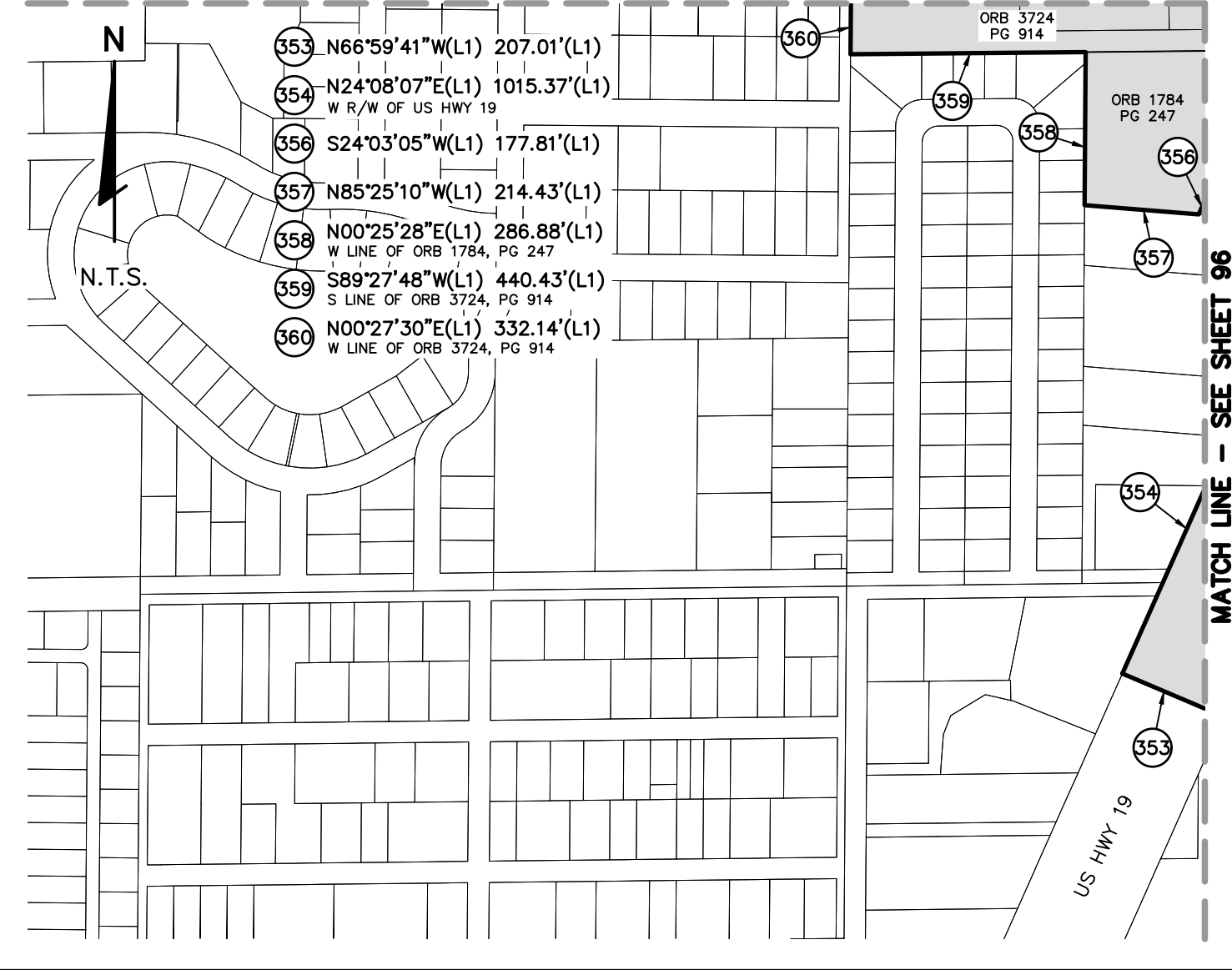
THIS IS NOT A FIELD SURVEY

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MATCH LINE - SEE SHEET 88



PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH

JARED T. PATENAUDE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

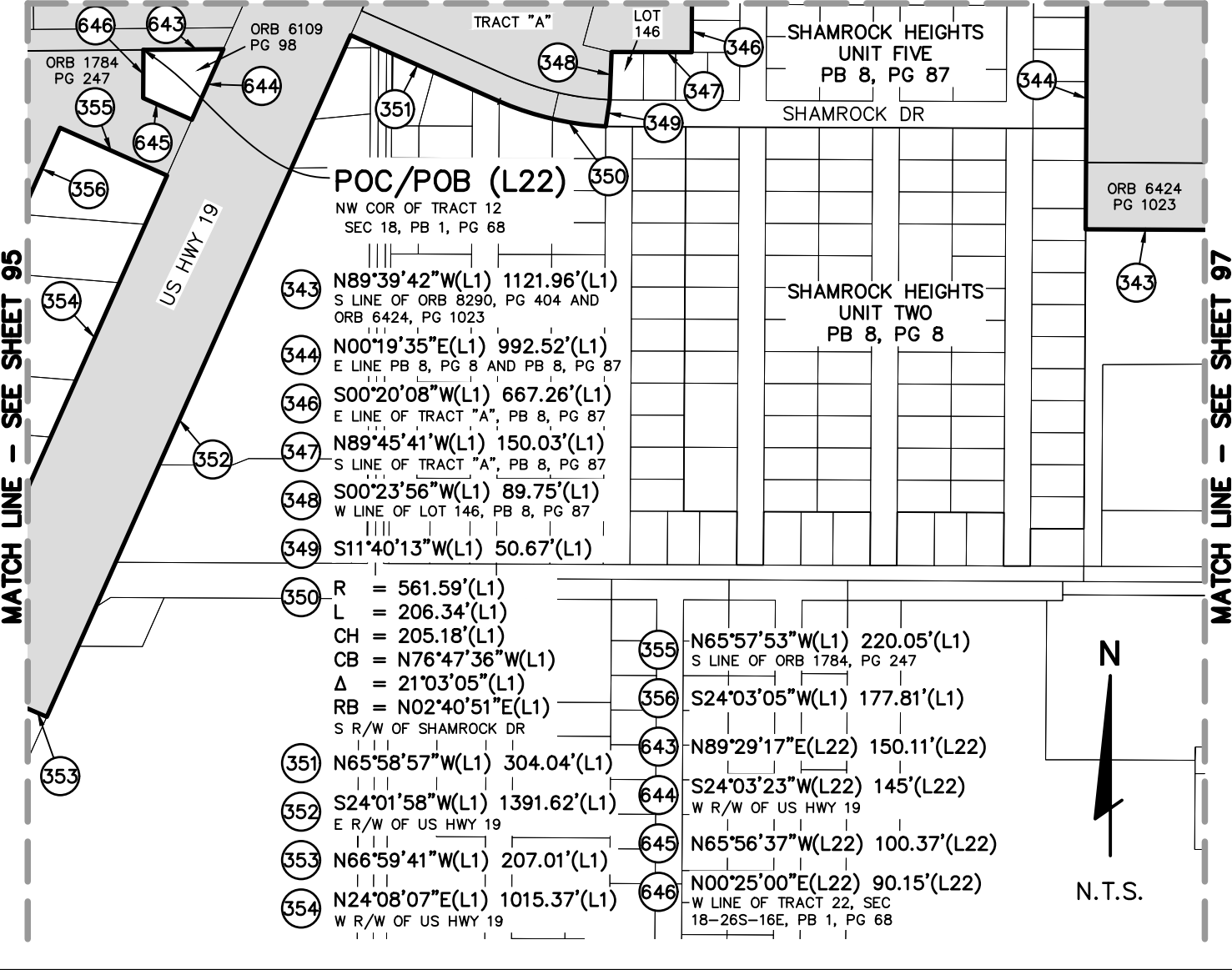
THIS IS NOT A FIELD SURVEY

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MATCH LINE - SEE SHEET 89



PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH

JARED T. PATENAUE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

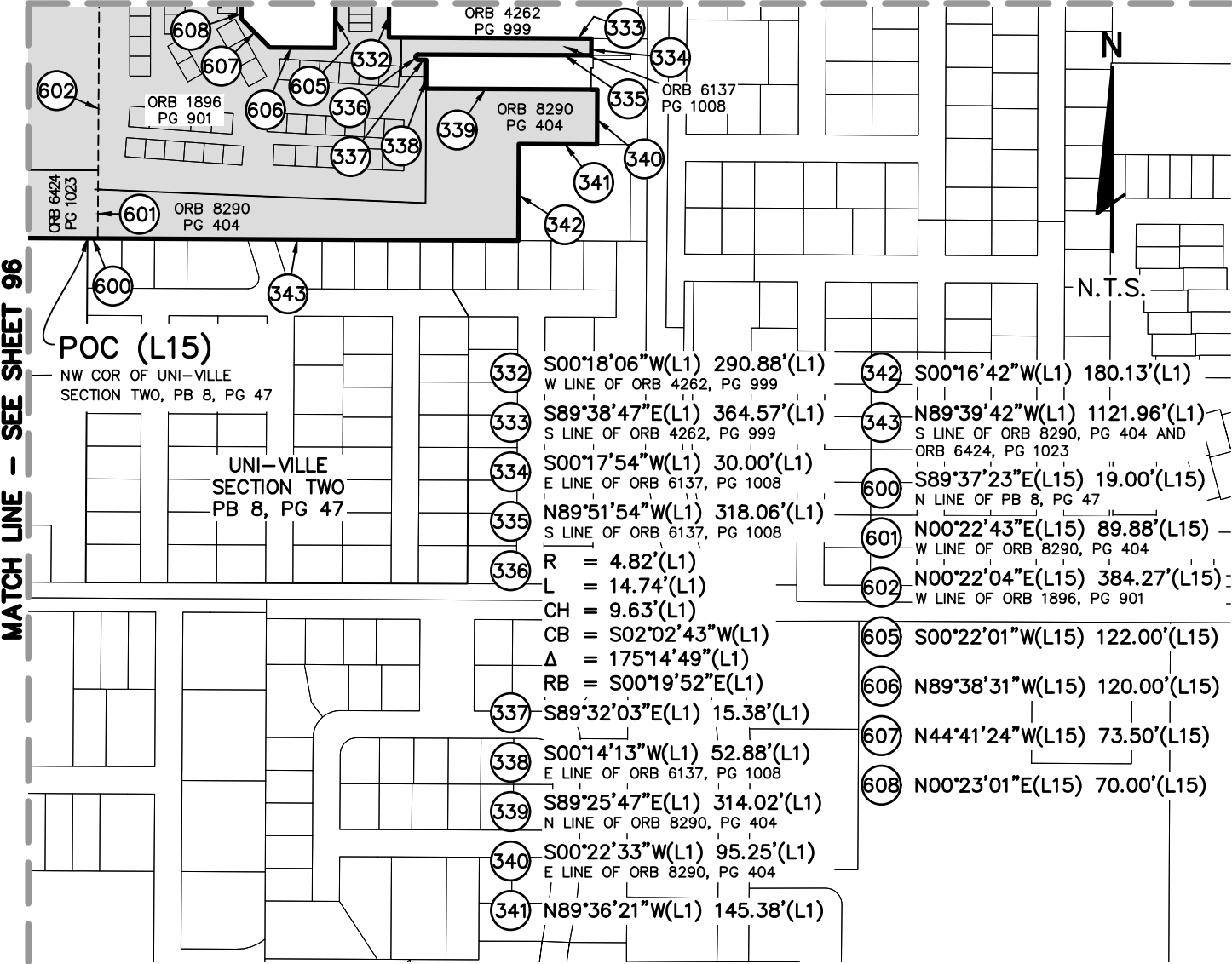
THIS IS NOT A FIELD SURVEY

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BEARINGS ARE BASED UPON THE E LINE OF SEC 31-25S-16E, BEING N00°19'40"W.

MATCH LINE - SEE SHEET 90



PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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JARED T. PATENAUE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

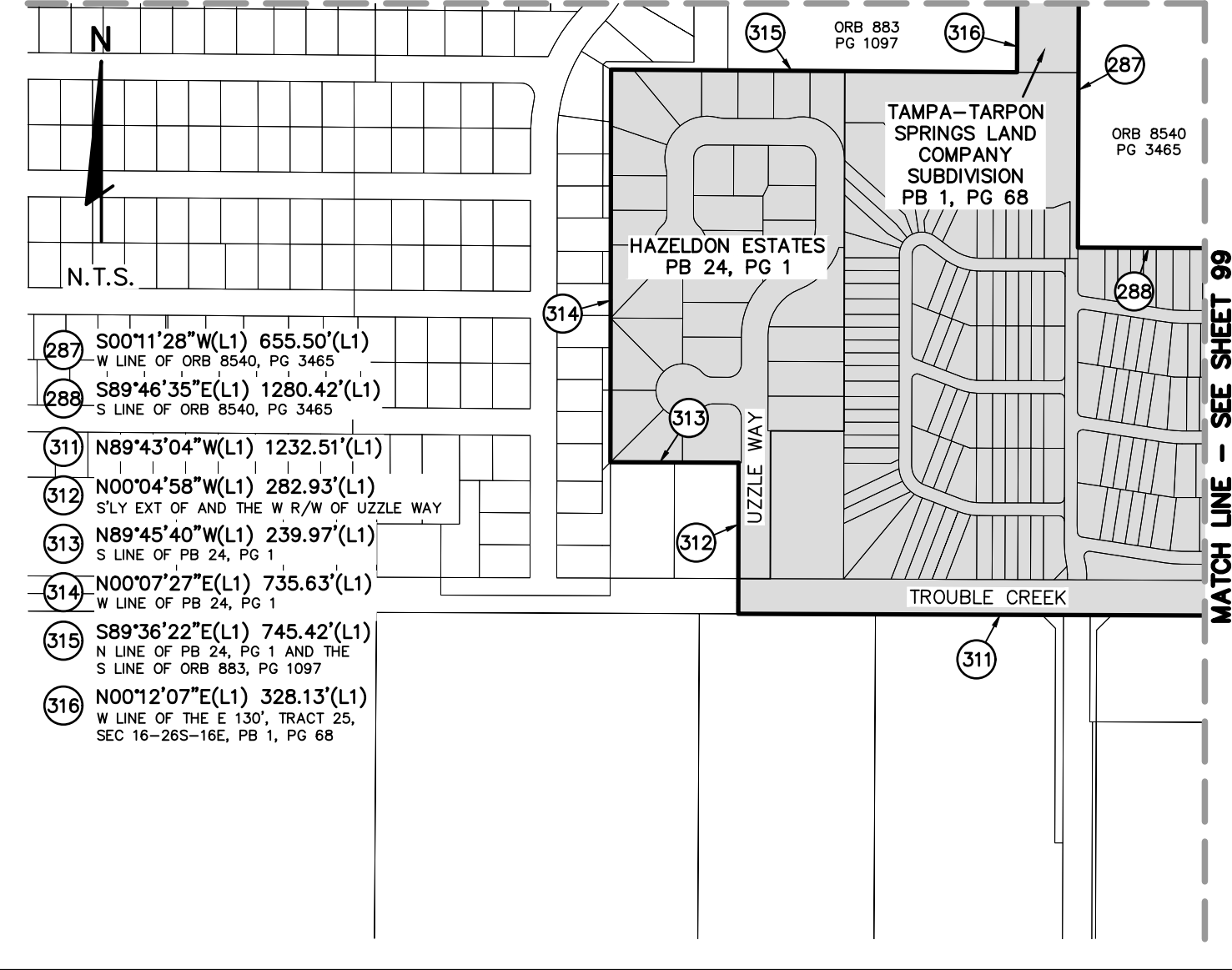
THIS IS NOT A FIELD SURVEY

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MATCH LINE - SEE SHEET 92



PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	

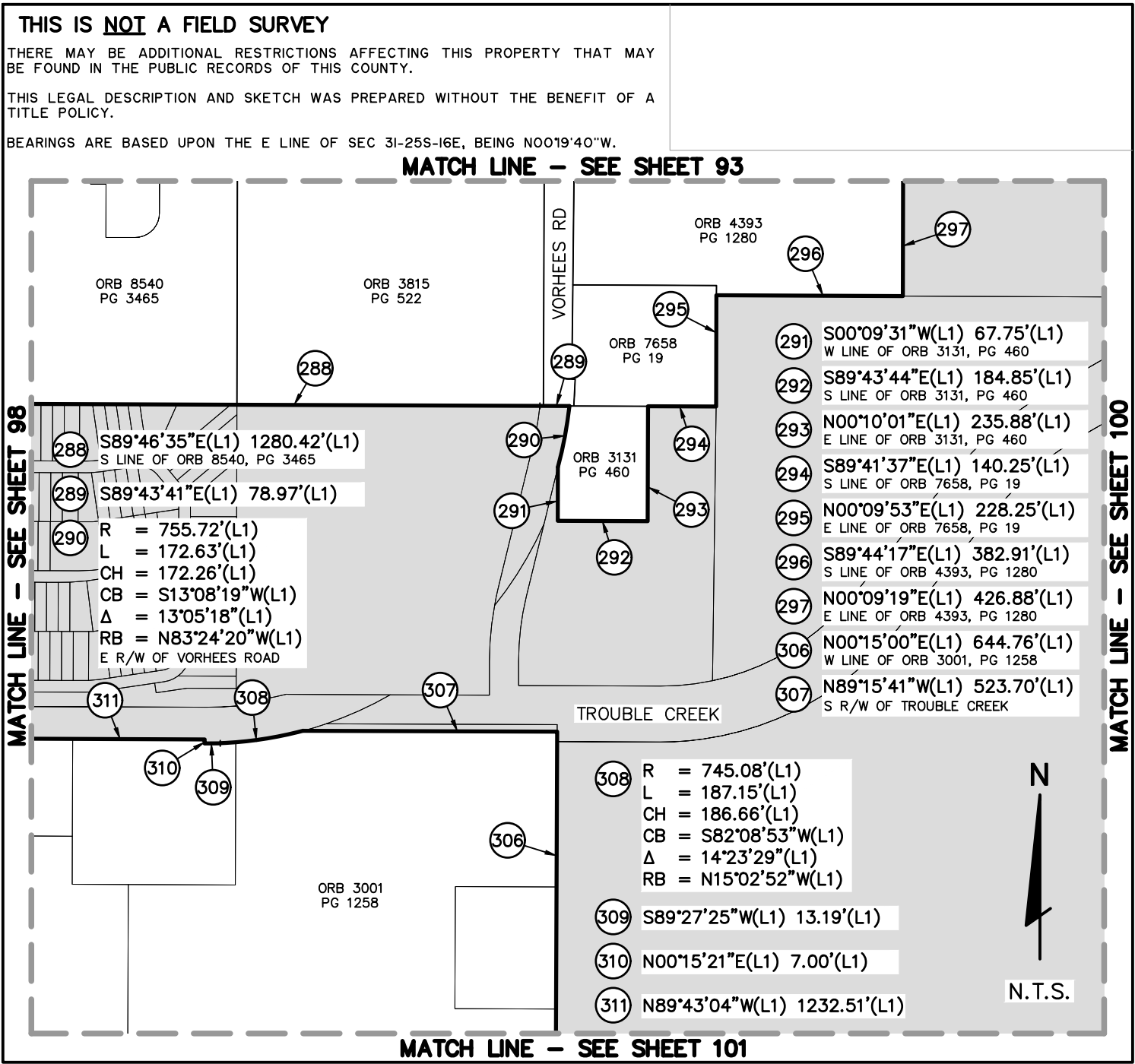



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JARED T. PATENAUE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA



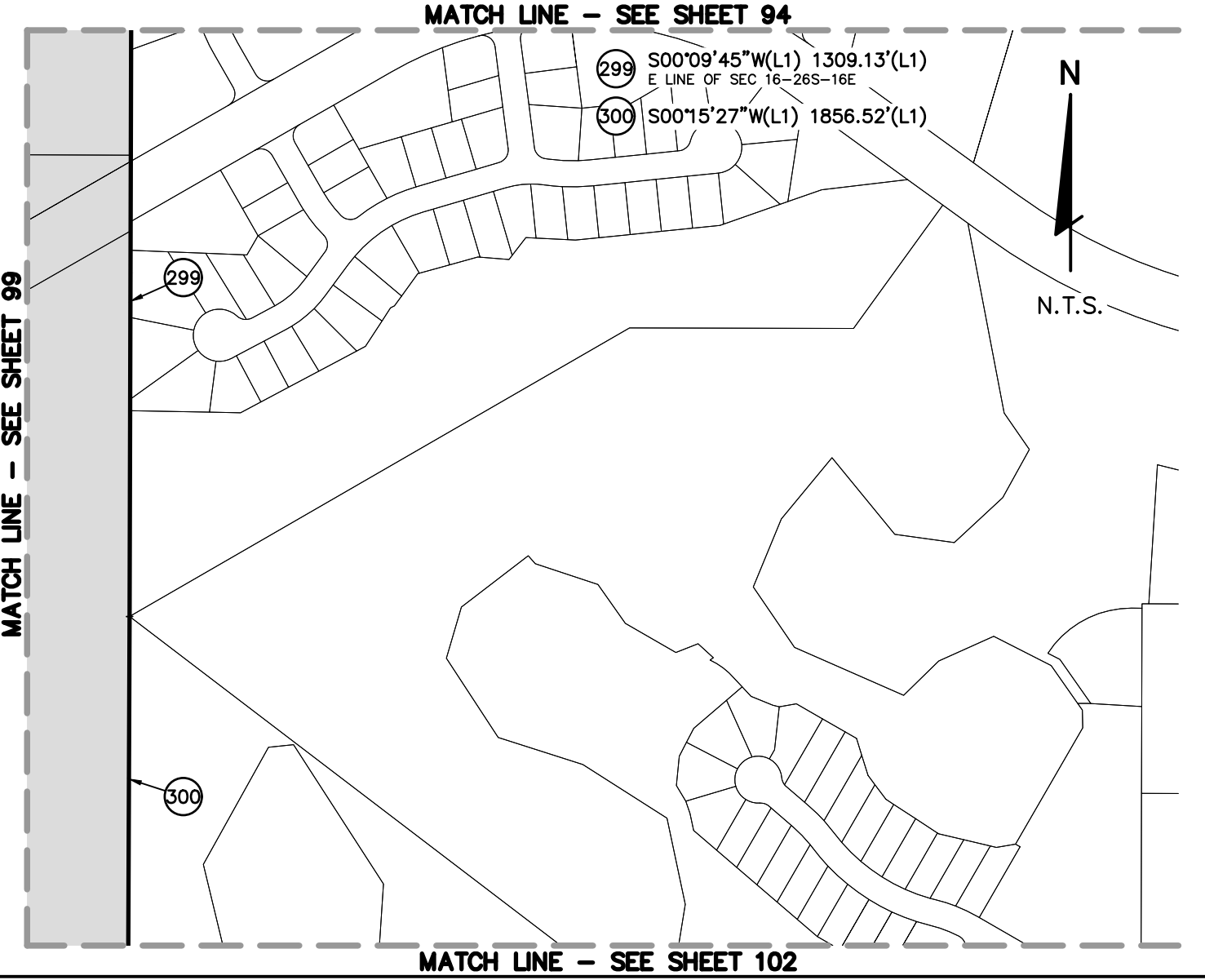
PREPARED FOR:					CITY OF NEW PORT RICHEY	
SHEET DESCRIPTION:						
CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS						
SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND	
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH	
						
20525 AMBERFIELD DRIVE, SUITE 201, LAND O LAKES, FLORIDA 34638 PHONE: (800) 532 - 1047 FAX: (727) 848 - 3648 WWW.FLDESIGN.COM L.B. NO.6707						

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PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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STATE OF FLORIDA

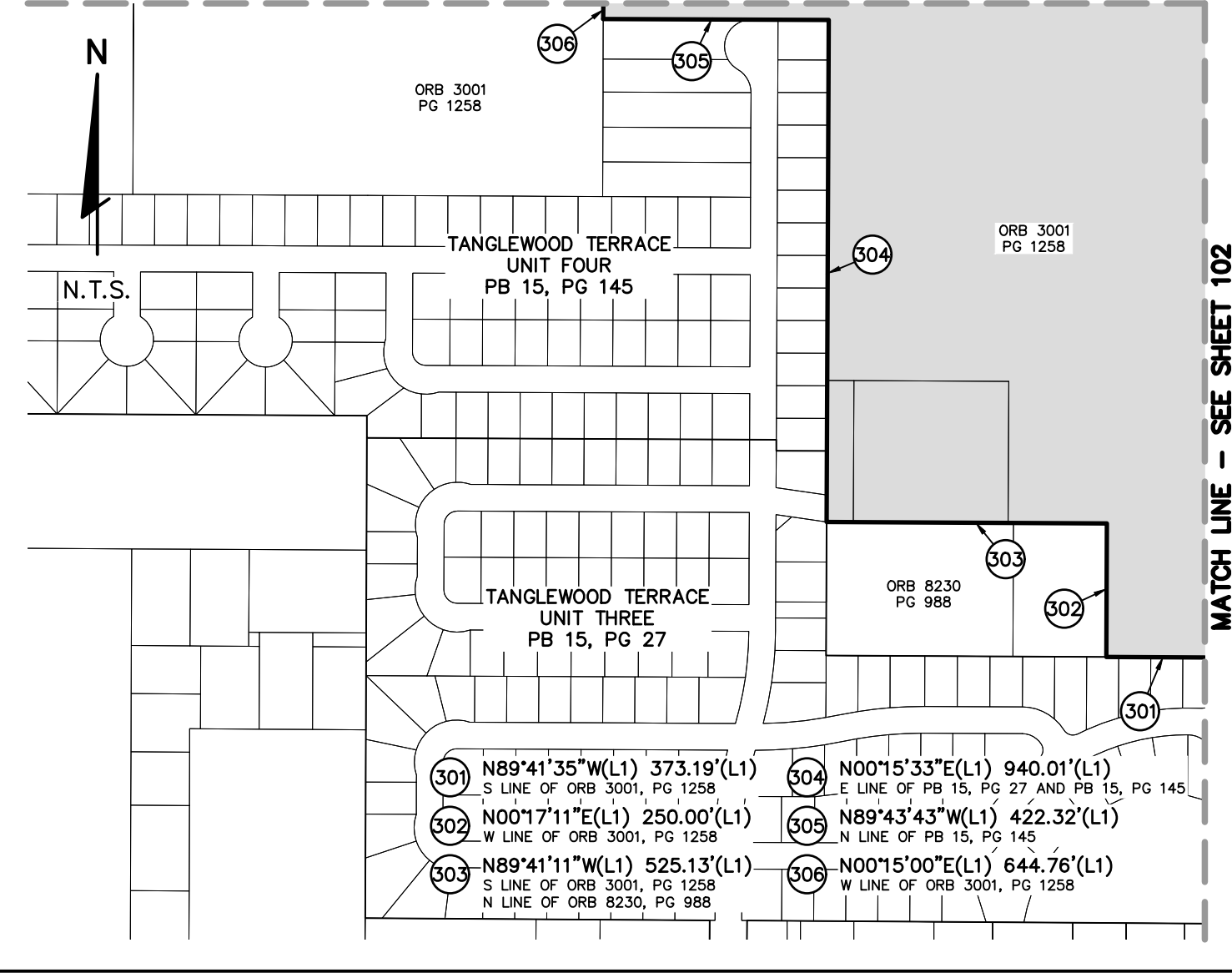
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MATCH LINE - SEE SHEET 99



PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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LICENSE NUMBER LS 6971
STATE OF FLORIDA

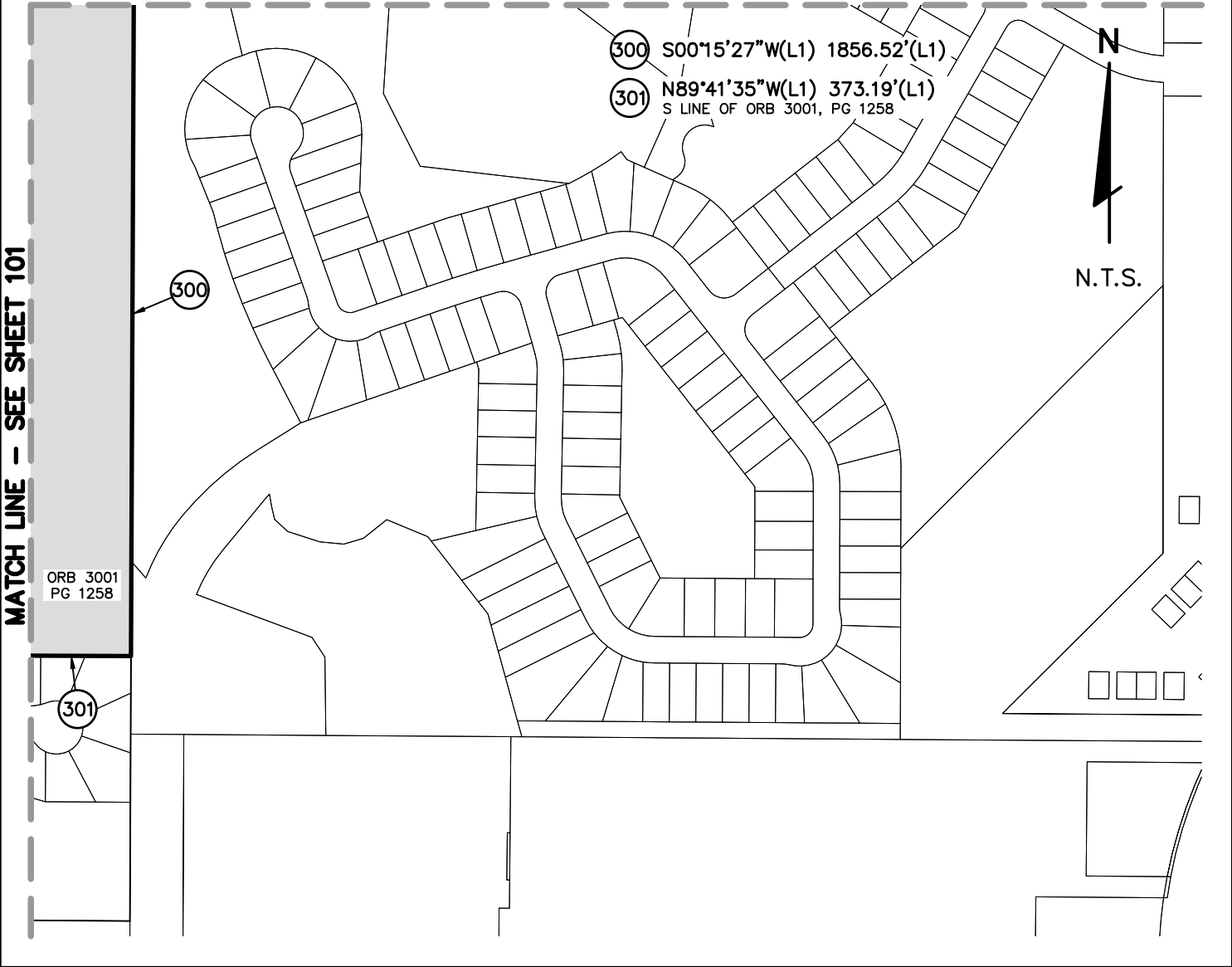
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MATCH LINE – SEE SHEET 100



PREPARED FOR: CITY OF NEW PORT RICHEY

SHEET DESCRIPTION: CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1–38 FOR LEGAL DESCRIPTION SEE SHEETS 39–104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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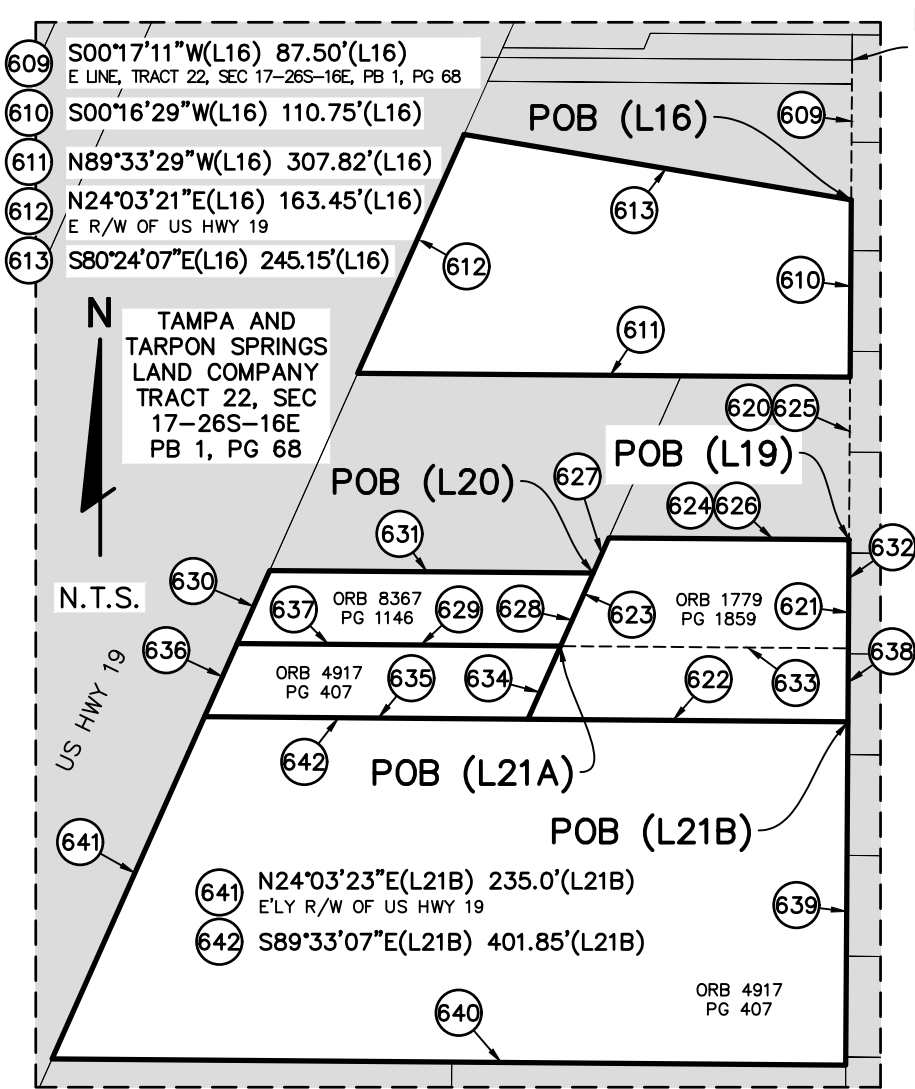
JARED T. PATENAUE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

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POC (L16,L19,L20,L21A&B)

- NE COR OF TRACT 22, PB 1, PG 68
- 620 S00°22'21"W(L19) 299.89'(L19)
 - 621 S00°22'21"W(L19) 113.70'(L19)
 - 622 N89°33'07"W(L19) 200.00'(L19)
 - 623 N24°03'23"E(L19) 124.09'(L19)
 - 624 S89°33'07"E(L19) 150.15'(L19)
 - 625 S00°22'21"W(L20) 299.89'(L20)
 - 626 S89°33'07"E(L20) 150.15'(L20)
 - 627 S24°03'23"W(L20) 24.09'(L20)
 - 628 S24°03'23"W(L20) 50.00'(L20)
 - 629 N89°33'07"W(L20) 201.85'(L20)
 - 630 N24°03'23"E(L20) 50.00'(L20)
 - 631 S89°33'07"E(L20) 201.85'(L20)
 - 632 S00°22'21"W(L21A) 367.77'(L21A)
 - 633 N89°33'07"W(L21A) 179.92'(L21A)
 - 634 S24°03'23"W(L21A) 50.00'(L21A)
 - 635 N89°33'07"W(L21A) 201.85'(L21A)
 - 636 N24°03'23"E(L21A) 50.00'(L21A)
 - 637 S89°33'07"E(L21A) 201.85'(L21A)
 - 638 S00°22'21"W(L21B) 413.59'(L21B)
 - 639 S00°22'21"W(L21B) 215.33'(L21B)
 - 640 N89°33'07"W(L21B) 496.25'(L21B)
- PARALLEL TO N LINE OF TRACT 21

PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP	SEE SHEETS 1-38 FOR LEGAL DESCRIPTION SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E	



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SIGNATURE AND SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER
CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH

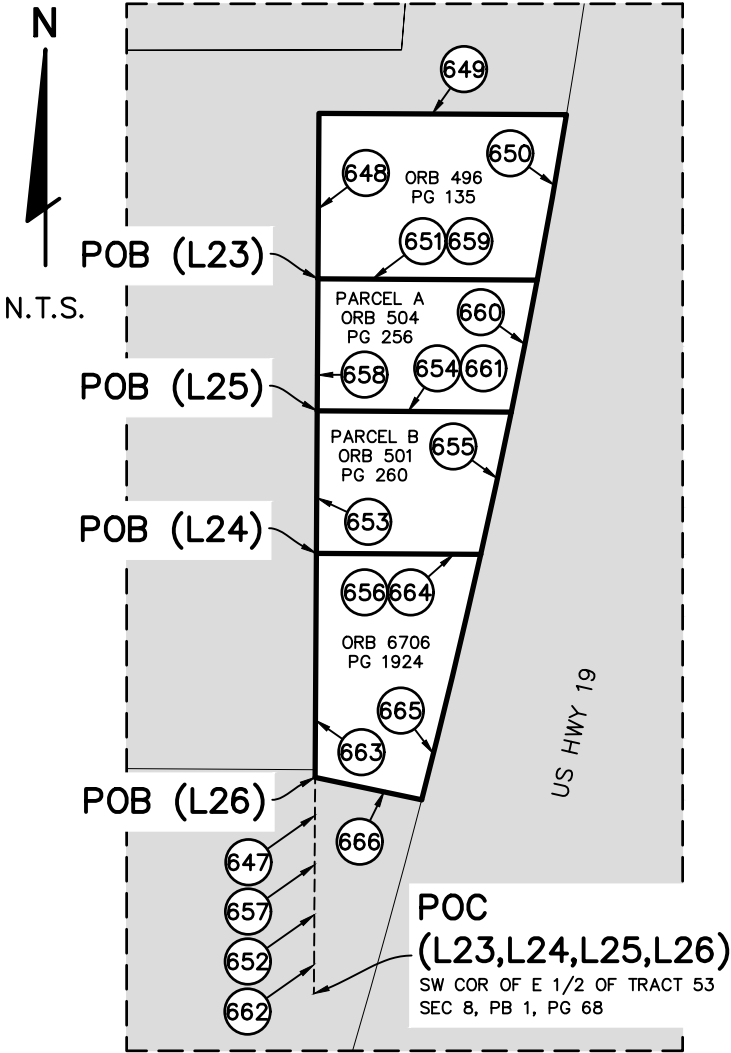
JARED T. PATENAUE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

THIS IS NOT A FIELD SURVEY

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY.

BEARINGS ARE BASED UPON THE E LINE OF SEC 31-25S-16E, BEING N00°19'40"W.



- 647 N00°19'38"E(L23) 319.08'(L23)
W LINE, E 1/2, TRACT 53, SEC 8-26S-16E, PB 1, PG 68
- 648 N00°19'38"E(L23) 73.91'(L23)
W LINE, E 1/2, TRACT 53, SEC 8-26S-16E, PB 1, PG 68
- 649 S89°40'52"E(L23) 110.83'(L23)
PARALLEL TO THE S BNDY OF TRACT 23
R = 3543.80'(L23) L = 75.00'(L23)
CH = 75.00'(L23) CB = S10°04'51"W(L23)
W'LY R/W OF US HWY 19
- 650 N89°40'52"W(L23) 98.13'(L23)
- 651 N00°19'38"E(L24) 196.55'(L24)
W LINE, E 1/2, TRACT 53, SEC 8-26S-16E, PB 1, PG 68
- 652 N00°19'38"E(L24) 63.58'(L24)
- 653 W LINE, E 1/2, TRACT 53, SEC 8-26S-16E, PB 1, PG 68
- 654 S89°40'52"E(L24) 86.82'(L24)
PARALLEL TO THE SOUTH LINE OF TRACT 53
R = 3453.80'(C) L = 65.0'(L24)
CH = 65.0'(L24) CB = S12°10'59"W(L24)
W'LY R/W OF US HWY 19
- 655 N89°40'52"W(L24) 73.46'(L24)
- 656 N00°19'38"E(L25) 260.13'(L25)
W LINE, E 1/2, TRACT 53, SEC 8-26S-16E, PB 1, PG 68
- 657 N00°19'38"E(L25) 58.95'(L25)
- 658 W LINE, E 1/2, TRACT 53, SEC 8-26S-16E, PB 1, PG 68
- 659 S89°40'52"E(L25) 98.13'(L25)
PARALLEL TO THE S LINE OF TRACT 53
R = 3453.80'(C) L = 60.0'(L25)
CH = 60.0'(L25) CB = S11°10'21"W(L25)
W'LY R/W OF US HWY 19
- 660 N89°40'52"W(L25) 86.82'(L25)
- 661 N00°19'38"E(L26) 96.55'(L26)
- 662 N00°19'38"E(L26) 100'(L26)
- 663 S89°54'00"E(L26) 73.48'(L26)
- 664 S13°19'13"W(L26) 112.74'(L26)
- 665 N78°08'16"W(L26) 48.54'(L26)

PREPARED FOR:

CITY OF NEW PORT RICHEY

SHEET DESCRIPTION:

CITY OF NEW PORT RICHEY, FLORIDA - CITY LIMITS

SCALE: N.T.S.	DATE: 1-24-24	DRAWN: BGD	CALCED: BGD	CHECKED: JTP
JOB No.: 516-60	EPN: 444	SECTION: 28,31-33 4-6,7-9,16-18	TOWNSHIP: 25S 26S	RANGE: 16E 16E

SEE SHEETS 1-38 FOR LEGAL DESCRIPTION
SEE SHEETS 39-104 FOR SKETCH, TABLES & LEGEND



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PHONE: (800) 532 - 1047 FAX: (727) 848 - 3648 WWW.FLDESIGN.COM L.B. NO.6707

NOT VALID WITHOUT ORIGINAL
SIGNATURE AND SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER
CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH

JARED T. PATENAUE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

N
NOT TO
SCALE

LEGEND:

	=	UNCHANGED
	=	2024 ADDITIONAL PARCELS

GULF OF
MEXICO

CITY OF
NEW PORT
RICHEY, FL



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, ICMA-CM, City Manager

DATE: 4/16/2024

RE: Board Appointment: George Romagnoli, Land Development Review Board

REQUEST:

The request is for City Council to approve the appointment of George Romagnoli as second alternate to the Land Development Review Board.

DISCUSSION:

Mr. George Romagnoli submitted an application in April 2023 seeking appointment to the Land Development Review Board in the second alternate member position that was vacated by Chopper Davis due to Mr. Davis winning the 2023 Mayoral Election. If approved, Mr. Romagnoli's term would be for three years and will be up for renewal on April 16, 2027. Staff has verified that Mr. Romagnoli meets the requirements set forth in the City's Code to serve on this board.

RECOMMENDATION:

Staff recommends that City Council approve the appointment of George Romagnoli as second alternate to the Land Development Review Board as submitted.

BUDGET/FISCAL IMPACT:

No funding is required for this item.

ATTACHMENTS:

Description	Type
❑ Application - George Romagnoli	Backup Material
❑ Updated Land Development Review Board Roster	Backup Material

Board and Committee Membership Application

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



Applicant Information

Name	George Romagnoli
Street Address	6235 Florida Avenue
City, State, Zip	New Port Richey, FL 34653
Home Phone	727 992 2755
Alternate Phone	
E-Mail Address	pascohouser@gmail.com
(attach copy of DL for residency verification)	

Boards and Committees

Please describe why you are interested in serving on a board or committee for the City of New Port Richey:

I have a Master's Degree in Urban and Regional Planning, and have worked in various areas of planning for 30 years. I believe my experience in the field, and living in the city for 15 years, give me a great base to serve on the LDRB - which I served on previously, But the main reason is that I want this city to be a great city. I want success for both staff, property owners and developers, I understand the process and what is needed to make it work successfully.

Please choose which board or committee you are interested in serving on:

- ☐ Cultural Affairs Committee (meets on the third Wednesday of each month)
- ☐ Environmental Committee (meets on the second Monday of each month)
- ☐ Firefighters Pension Board (meets on a quarterly basis)
- ☐ Historic Preservation Board (meets on the second Monday of the month)
- ☒ Land Development Review Board (meets on the fourth Thursday of the month)
- ☐ Library Advisory Board (meets on the fourth Monday of the month)
- ☐ Parks and Recreation Advisory Board (meets on the second Tuesday of the month)
- ☐ Police Pension Board (meets on the fourth Tuesday of the month)

Have you attended any meetings of the board or committee on which you want to serve?

X Yes No If yes, how many have you attended? Over 30

Previous Board or Committee Experience

Have you ever served on a board or committee with any governmental unit? If so, please describe:

Currently serve on Cultural Affairs Committee

Previously served on the LDRB

As a County staff member, was executive director for the Pasco Housing Finance Authority, served as staff director of the Affordable Housing Advisory Committee, Executive Director of Pasco Homeless Coalition.

As city staff, served as staff director of LDRB, Vice Chair of MPO TAC

At the state level, previously served as a gubernatorial appointee to the Affordable Housing Advisory Committee.

At the federal level, served on the Pasco Congressional Advisory Committee

Previous Volunteer or Community Service Experience

Summarize your previous volunteer or community service experience.

Currently Vice President for Relationships for the Greater Tampa Bay Area Council, Boy Scouts of America.

This position is responsible for relationships with chartered partners such as churches, schools, veteran organizations, etc. Also responsible for National Eagle Scout Association Chapter, Alumni, and Council History, I have been on the Board for 30 years.

Currently Executive Committee member of the Florida Housing Coalition, a statewide advocacy and training agency for governments, non profits, banks and developers. I was Chairman for 6 years

.Currently on Board of Volunteer Way.

Previously on Board of United Way, Habitat for Humanity,

Special Skills, Interests and/or Qualifications

Summarize special skills, interests and/or qualifications you possess which you feel would be beneficial to the board or committee you are applying for membership to.

Maybe not at the level of the current staff, but I am knowledgeable about the Land Development Code and the Comp Plan. I know how to read and write government regulations. In my current work position, I am a liaison to local governments so I have contacts and information of what other communities are doing in Florida, and to a lesser extent, Georgia.

Employment/Experience

Job Title:

Senior Vice President

Employer:

Neighborhood Lending Partners

Address Line 1:

3615 West Spruce Street

Address Line 2:

City:

Tampa

State:

FL

Zip Code:

33607

County:

Hillsborough

Work Phone:

813 879 4525

Professional licenses held:

AICP - American Institute of Certified Planners

Previous employment or experience:

Arbour Valley - Regional Director of Development - 2020-2022
Tampa Bay CDC - Vice President of Real Estate Development - 2019-2020
City of New Port Richey - Planning and Development Director - 2018-2019
Housing Consultant - 2018
Pasco County - Community Development Director - 1992 - 2017 (director last 15 years)
City of Largo - Planner - 1989 - 1992

Memberships in professional, civic organizations or government boards or committees:

Florida Housing Coalition
City Cultural Affairs Committee
American Planning Association

Personal References

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

Name (printed)	Phone Number	Relationship
Assistant State Attorney Robert Lewis	[REDACTED]	friend
Dr Demetrios Liaros	727 348 1207	friend
Greg Armstrong	727 534 9951	professional

Eligibility Verification

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

☒
☐

I currently live within the city limits.

I am a registered voter in Florida

☐

I own a business within the city limits

(attach copy of voter identification card)

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

☐ Yes ☒ No

If yes, please explain (including date):

Agreement and Signature

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

Name (printed) George Romagnoli

Signature

Digitally signed by George Romagnoli
DN: cn=George Romagnoli, o=City of New Port Richey, ou=City of New Port Richey, email=george.romagnoli@gmail.com, c=US
Date: 2023.04.30 21:23:04 -0400

Date

4-30-23

Selection Process

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

Our Policy

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

Thank you for completing this application form and for your interest in volunteering with us. Please return the completed form back to Judy Meyers, City Clerk, City of New Port Richey, 5919 Main Street, New Port Richey, Florida, 34652. You may also send it via e-mail to meayersj@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 Application Received:

Type of Application: ☐ New Member

☐ Renewal



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.

P.O. Box 2101
New Port Richey, FL 34652
(h) 727-849-6272
(w) 727-842-6052
(f) 727-843-8338
dicadlejr@hotmail.com

04/06/2026

2. John R. Grey

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

09/01/2026

3. Daniel Maysilles

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

09/01/2026

4. Robert (Bob) Smallwood

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

07/05/2025

5. Beverly Barnett

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

06/01/2024

6. Allan Safranek, III

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

07/08/2024

7. OPEN

Alternates:

1. Marilyn deChant

6119 Illinois Avenue
New Port Richey, FL 34653
727-849-1626
mdechant@tampabay.rr.com

02/06/2027

2 George Romagnoli

6235 Florida Avenue
New Port Richey, FL 34653
727-992-2755
pascohouser@gmail.com

04/16/2027

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: 4/16/2024

RE: Request by Richey Suncoast Theatre to Use City Facilities and Waiver of Fees

REQUEST:

The request is for City Council to review and consider for approval the use of Peace Hall for one weeknight each week for a period of up to six months as well as the use of the former Pasco County Building at 5640 Main Street as a storage location by the Richey Suncoast Theatre.

DISCUSSION:

In order to continue its current push to integrate more members of the community in the artistic endeavors of the theater and to enhance the diversity of its educational and cultural offerings, the Richey Suncoast Theatre would benefit from the use of Peace Hall because there are almost always two shows in rehearsal at the same time and space in the theater is at a premium. There are local actors, writers, and directors, who would love to develop original content to be produced at the theater.

The theater wants to allow the stage to be used to showcase original content, but the theater does not have adequate space for these artists to meet on a regular basis to develop the content. The regular use of Peace Hall as a rehearsal space would allow the Richey Suncoast Theatre to foster the talent of these local artists and integrate more members of the local community into the theater's offerings. Peace Hall is not often utilized during the week so this request could be accommodated. The Theatre is requesting to waive the rental fee for the use of Peace Hall for a period of up to six months in the form of an in-kind donation from the city in the amount of \$6,600 dollars for a period of up to 6 months. By permitting the use of Peace Hall by the Richey Suncoast Theatre the city would solidify its support of the Theatre's continued growth.

Additionally, the Richey Suncoast Theater is requesting the use of the former Pasco County Building at 5640 Main Street as a temporary location to be used for storage of the theater's costumes. The Richey Suncoast Theater building has a small room where costumes are currently stored. The use of the 5640 Main Street location would allow for that room to be renovated and repurposed as an educational space where members of the local community could receive instruction in the arts. The Theater would only occupy about 1000 sq/ft of space at that location for the storage of their costumes.

RECOMMENDATION:

Staff recommends that City Council review and consider for approval the use of Peace Hall for one weeknight each week for a period of up to six months as well as the use of the former Pasco County Building at 5640 Main Street as a storage location by the Richey Suncoast Theatre as submitted.

BUDGET/FISCAL IMPACT:

The impact would total \$6,600 for a period of up to six months.

ATTACHMENTS:

Description

Type

No Attachments Available



NEW PORT RICHEY

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

TO: City of New Port Richey City Council

FROM: Andrea Figart, New Port Richey Public Library Director

DATE: 4/16/2024

RE: Cultural Affairs Committee Funding Request: NPR Film Festival

REQUEST:

The request before City Council is to approve the recommendation from the Cultural Affairs Committee to offer funding support in the amount of \$1,225.00 to assist with the production and implementation related costs of this inaugural, community-centered Film Festival.

DISCUSSION:

At the January 17, 2024, Cultural Affairs Community Meeting, special guest Tomás Monzón, Adult Programming Specialist, presented information about a proposed NPR Film Festival and series of hands-on videography and editing workshops for people of all ages. Committee Members reviewed the proposal and offered suggestions and recommendations to further develop this special event.

At the March, 20, 2024, Cultural Affairs Community Meeting, Committee members reviewed the updated details of the proposed Film Festival. After considering the funding request the board members unanimously voted to recommend funding assistance in the amount of \$1,225.00.

About the Film Festival

The NPR Film Festival celebrates the city's upcoming centennial, with films exploring New Port Richey's past, present, and future. Free week long workshops for three different age groups (children, teens, and adults) are held throughout the spring and summer. The workshops teach participants to use video recording, green screen, and editing equipment as well as how to use important narrative, interviewing, and storyboarding skills. The workshops and classes are planned to give participants the necessary skills needed to create their own original film from start to finish.

A panel of judges will review the films, and the Richey Suncoast Theatre has agreed to show the films at the awards ceremony on Saturday, August 3, 2024, and the public is invited to this free event and enter by way of the red carpet.

If approved, funding support will be used to purchase AV recording equipment and editing software for workshop participants to use, hire a professional videographer to present specialized informational workshops, and assist with sponsoring prizes for participants.

RECOMMENDATION:

The recommendation before City Council is for approval of the recommendation from the Cultural Affairs Committee to provide funding support for the NPR Film Festival in the amount of \$1,225.00.

BUDGET/FISCAL IMPACT:

Funding for this request in the amount of \$1,225 is available in the Cultural Affairs Committee budget account number 001011-44810 for this cultural and fine arts activity.

ATTACHMENTS:

Description	Type
□ New Port Richey Film Festival Sponsorship Proposal	Backup Material

NEW PORT RICHEY FILM FESTIVAL

SPONSORSHIP PROPOSAL

ADULTS

First Place: \$400
Second Place: \$200
Third Place: \$100
Total: \$700

TEENS

Ages 13-17
First Place: \$200
Second Place: \$100
Third Place: \$50
Total: \$350

YOUTH

Ages 12 and Under
First Place: \$100
Second Place: \$50
Third Place: \$25
Total: \$175

Help us launch New Port Richey's first film festival!

The New Port Richey Public Library is seeking sponsors for our Summer Film Festival. The festival will celebrate the city's upcoming centennial, with films exploring New Port Richey's past, present, and future.

Marquee sponsors will be featured in all of the advertising for the festival, both online and on print collateral. They will also have prize categories named in their honor. All sponsors will be highlighted during our awards ceremony at the Richey Suncoast Theatre on Sat, Aug. 3.

We also need assistance with the following:

- Trophies and swag bags
- TV, radio, print and social media advertisements
- Volunteer instructors for our video production camps
- Equipment for video production camps (cameras, lighting, props, etc.)

For more information, please contact Tomás Monzón at monzont@cityofnewportrichey.org



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: 4/16/2024
RE: Meadows Park Improvements Project Close Out

REQUEST:

The request of staff for City Council is to review and consider for approval the attached deductive change order in the amount of (\$11,592.70) and the final pay request in the amount not to exceed \$131,738.29 from SC Signature Construction Corporation.

DISCUSSION:

As City Council is aware, the Meadows Park is located north of Cecelia Avenue and east of Madison Street in the Meadows Sub-division. The Park is considered a “pocket” park for the surrounding residential neighborhood and is used frequently because of the dog play area. It is expected that the newly constructed improvements will enhance the quality of life for residents living in the neighborhood and surrounding areas.

Improvement elements for the project included:

- The removal and replacement of the existing playground equipment.
- The installation of a shade structure over the playground area.
- The playground area installation of mulch.
- Parking lot shell refurbishing.
- The refurbishing of the existing restroom facility.
- Decorative lighting, trash receptacles, and park benches.
- The construction of pickleball courts.
- The construction of a basketball half court.
- Sidewalk construction.
- Perimeter trail improvements and extension.
- The construction of a large and small dog fenced play areas.
- The refurbishing of the shell entryway and parking lot at the Grey Preserve.

RECOMMENDATION:

Approval of the deductive change order and final pay request are recommended.

BUDGET/FISCAL IMPACT:

Funding is identified as Penny for Pasco Tax Dollars.

ATTACHMENTS:

Description	Type
❑ Deductive change order	Backup Material
❑ Final Pay request	Backup Material

CONTRACT MODIFICATION
(FINAL CHANGE ORDER-DEDUCTIVE)

Contract Modification No.: 2

Date: 03/28/2024

Project Name: 2020 Meadows Park Renovation

Project No: 23-003

Owner: City of New Port Richey, City Council

Contractor: SC Signature

Engineer: Wannemacher Jensen

This is a final Deductive 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>82,950.00</u>
This Change Order (Deduct)	\$ <u>(11,592.70)</u>
Revised Contract Amount	\$ <u>1,562,457.30</u>

Contract Time (Cal. Days)

Original Duration	<u>180</u> Days
Previous Change Orders (Add)	<u>30</u> Days
This Change Orders (Add)	<u>0</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 N/A

By: N/A

Title N/A

Date N/A

Public Works Director

By:

Date: 03/28/24

Contractor SC Signature Construction

By:

Title President

Date: 3/28/24

Project Manager/Inspector

By:

Date: 3/28/24

CITY OF NEW PORT RICHEY, FLORIDA
CONTRACTOR'S APPLICATION FOR PAYMENT

Gray Areas To Be Filled In By Contractor

Bid No. 23-003 Date 3/26/2024 Payment Number _____ Final #8 _____
 Application Period From 02/26/24 To 03/26/24
 Project Name 2020 Meadows Park Renovation
 Account Number _____
 Owner: City of New Port Richey Phone No. (727) 841-4536
 Engineer: Wannemacher Jensen, Chris Dunn Phone No. (727) 308-2247
 Contractor: SC Signature Construction Phone No. (727) 842-5163

Contract Data

Bids Received 3/3/2023
 Contract Start Date 7/10/2023
 Notice to Proceed: 7/10/2023
 Calendar Days for Completion 180
 Original Completion Date 1/6/2024
 Days Extension to Date 30
 New Completion date 2/5/2024
 Original Contract Amount \$ 1,491,100.00
 Adjustments to Date \$ 71,357.30
 Revised Contract Amount \$ 1,562,457.30
 Percentage Complete (\$) 99.22%
 Percentage Complete (Time) 123.81%
 Percentage Complete (Work) 100.00%

Change Orders

No.	Date	Time	Amount
<u>1</u>	<u>1/24/2024</u>	<u>30</u>	<u>\$82,950.00</u>
<u>2</u>	<u>3/28/2024</u>		<u>\$ (11,592.70)</u>

Summary of Project Status

Total Work Completed	\$ <u>1,562,457.30</u>
Material Stored on Site	\$ <u>-</u>
Total Earned to Date	\$ <u>1,562,457.30</u>
Less Retainage <u>0%</u>	
Balance	\$ <u>1,562,457.30</u>
Less Previous Payments	\$ <u>1,430,719.01</u>
Amount Due this Period	\$ <u>131,738.29</u>

CERTIFICATION OF CONTRACTOR

According to the best of knowledge and belief, I certify that this is a true and correct statement of work performed and materials delivered for the applications period stated above. I further certify that the Contractor has good title for all materials delivered under this Application for Payment, and there are no vendor liens, or other liens or rights to liens against this project, and that all previous payment requests received under this Contract have been applied to discharge in full all of the Contractor's obligations reflected in prior Applications for Payment, and that hourly wages paid to all employees on this project for the period of this Application are in accordance with the requirements of the Contract Documents.

Submitted for Payment:

SC Signature Construction
 (Contractor)
 By: [Signature]
 (Signature)
 Name: Joseph Matissek
 (Print or type)
 Date: 3/28/24

Recommended for Payment:

N/A
 (Design Professional)
 By: _____
 (Signature)
 Name: N/A
 (Print or type)
 Date: N/A

Recommended for Payment:

City of New Port Richey
 (Project Manager)
 By: [Signature]
 (Signature)
 Name: Jimmy Ynigues
 (Print or type)
 Date: 3/28/24

Approved for Payment:

City of New Port Richey
 (Owner)
 By: [Signature]
 (Signature)
 Name: Robert Rivera
 (Print or type)
 Date: 03/28/24



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: 4/16/2024

RE: Approval of CAD and Purvis Project Agreements/Price Quotes

REQUEST:

The request for the City Council is to approve the following Computer-Aided Dispatch (CAD) and Purvis Systems agreements/price quotes:

- Interlocal Agreement for Pasco County Consolidated Communications Center.
- Central Square Technologies (CAD) access agreement.
- Central Square solutions agreement/quote.
- Purvis Systems price quote for fire department alerting system.

DISCUSSION:

As the City Council is aware, the police department has funds allocated in the F.Y. 2024 budget to integrate our CAD/RMS system into the Pasco Countywide CAD/RMS system. On 09/28/23, the City Council approved the Axon contract, which pertains to the records management system (RMS) segment of the CAD/RMS integration project. Currently, we are asking for council approval to enter into agreements with the county and its vendors on the CAD segment of the integration project, and the Purvis Systems segment of the integration project. This project has many moving parts to it, and the CAD/Purvis segment is a large piece of this integration project.

Pasco County already has established contracts/agreements with Central Square Technologies for the CAD system and with Purvis Systems for the fire station alerting system. This integration project requires the City of New Port Richey to contract with the established system vendors and the county to fully integrate into the system. Therefore, the City of New Port Richey will be piggybacking off the established contracts Pasco County has in place with the systems vendors.

The Interlocal agreement with Pasco County and Central Square Technologies allows the police and fire departments to access state-of-the-art dispatch services through the countywide system. The agreement with Purvis Systems allows our fire department to have fire station emergency call alerting systems.

The total year one costs for Central Square (CAD) services, Purvis Systems emergency alerting services, and the annual cost for two county emergency communications operators are as follows:

- Central Square (CAD) services: \$94,615.002.
- Purvis System emergency alerting services: \$87,610.00
- Two county emergency communications operators to support New Port Richey Police and fire services: \$121,744.00.

The costs for the CAD/RMS, Purvis Systems, and two county dispatchers are recurring after year one.

Once fully implemented, the countywide CAD/RMS system will be a significant upgrade to our current CAD/RMS system and will enhance the level of services that we provide to our community. Our goal is to have the CAD/RMS system fully implemented by the end of this fiscal year; however, full implementation may occur in the beginning of F.Y. 2025.

City Attorney Tim Driscoll reviewed the agreements and approved the agreements as to form.

RECOMMENDATION:

Approve the following CAD/Purvis project agreements and price quotes:

- Interlocal Agreement for Pasco County Consolidated Communications Center.
- Central Square Technologies (CAD) access agreement.
- Central Square solutions agreement/quote.
- Purvis Systems price quote for fire department alerting system for both fire stations.

BUDGET/FISCAL IMPACT:

Account number 001061 46418 – software licenses/support - F.Y. 2023/2024 approved police budget.

ATTACHMENTS:

Description		Type
▢	Interlocal Agreement for Pasco County Consolidated Communications Center	Backup Material
▢	Central Square Technologies (CAD) Access Agreement	Backup Material
▢	Central Square Solutions Agreement	Backup Material

**ADDENDUM TO INTERLOCAL AGREEMENT
FOR A PASCO COUNTY CONSOLIDATED COMMUNICATIONS CENTER
BETWEEN PASCO COUNTY AND THE CITY OF NEW PORT RICHEY**

THIS ADDENDUM is made and entered into by and between Pasco County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, the Pasco County Consolidated Communications Board, an administrative entity formed pursuant to Chapter 163.01, Florida Statutes, and the City of New Port Richey, a municipal corporation of the State of Florida, by and through its City Council.

WITNESSETH:

WHEREAS, on March 5, 2013, Pasco County and the Pasco Sheriff's Office entered into an Interlocal Agreement for the creation of the Consolidated Communications Board and the Pasco County Department of Public Safety Communications, and subsequently amended this Agreement on September 24, 2013; and

WHEREAS, on June 20, 2017, Pasco County and the Pasco Sheriff's Office entered into an Amended and Restated Interlocal Agreement for a Pasco County Consolidated Communications Center; and

WHEREAS, Section 13 of the original Interlocal Agreement, as amended, and the Amended and Restated Interlocal Agreement for a Pasco County Consolidated Communications Center, allow for the addition of municipal jurisdictions as participants in the consolidation; and

WHEREAS, with the signing of this Addendum, the City of New Port Richey agrees to the terms of said Interlocal Agreement dated March 5, 2013, and recorded in the Official Records of Pasco County, Florida Book 8840 Page 2079 as amended on September 24, 2013, and recorded in the Official Records of Pasco County, Florida Book 8938 Page 1037 and the Amended and Restated Interlocal Agreement for a Pasco County Consolidated Communications Center dated

June 20, 2017, and recorded in the Official Records of Pasco County, Florida Book 9560 Page 2475; and

WHEREAS, the City of New Port Richey agrees to the stipulations outlined within this Addendum governing its participation;

NOW, THEREFORE, in consideration of the premises set forth in the amended Interlocal Agreement, the mutual premises herein set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

SECTION 1. RECITALS.

The foregoing WHEREAS clauses are incorporated herein by reference and made a part of this ADDENDUM.

SECTION 2. CONSOLIDATED COMMUNICATIONS BOARD.

The New Port Richey Police Chief or designee shall become a member of the Consolidated Communications Board as provided by the Interlocal Agreement, as amended, upon the filing of a fully executed copy of this Addendum in the Official Records of Pasco County, Florida.

SECTION 3. TRANSITION OF EMPLOYEES

The Transition of New Port Richey Employees and the Hours of Accrual Transfer shall be provided as follows:

- a. All current full-time employees of the New Port Richey Police Communications Center shall be offered by the County said employment beginning on the activation date of July 1, 2024. Each employee desiring employment by the County shall submit an application and other appropriate paperwork to allow for the creation of an employee file. All benefits and compensation for such employees shall be set by the County. With the exception of managerial positions, at the time of hire by the County, no employee

shall receive less base salary than earned by the employee with the City of New Port Richey as of the time of activation based upon the base pay definition of the City of New Port Richey. All positions, except ECOs, will be selected through an interview process as determined by the Consolidated Communications Board.

- b. The transferred employees shall receive the same benefits and be subject to the same Pasco County Personnel Policy and Procedure Manual as all other County employees. Retirement benefits of transferred employees shall be subject to Florida Statutes and rules governing the transfer, merger, or consolidation of governmental units, services, or functions.
- c. The County shall use the City of New Port Richey employee's current full-time hire date for the purpose of establishing seniority and determining leave accruals once employed by the County.
- d. The County will transfer the balance of all City of New Port Richey employees' sick leave to the County according to their years of service, not to exceed the County's carry-over limitations (i.e., hours) based on the County's service years scale. City of New Port Richey employees will begin accruing personal paid time off in accordance with the County Personnel Policy and Procedure Manual upon the first day of transfer of employment under this agreement and upon payment of accrued hours by the City of New Port Richey employees as stated in the Hours Accrual Section below.
- e. The County will transfer the balances of all City of New Port Richey employees' annual leave to the County according to their years of service, not to exceed the County's carry-over limitations (i.e., hours) based on the County's service years scale. City of New Port Richey employees will begin accruing annual leave in accordance with the

County Personnel Policy and Procedure Manual upon the first day of transfer of employment under this agreement and upon payment of accrued hours by the City of New Port Richey as stated in the Hours Accrual Section below.

Hours of Accrual Transfer:

- a. Sick and annual leave accruals will be transferred when the County is paid the value of the accrued leave based on the employee's hourly wage and hours transferred at the time of transition.

SECTION 4. FUNDING.

- a. As provided for in Section 10.3 of the Interlocal Agreement, as amended, the City of New Port Richey will be responsible for all personnel costs of additional staffing deemed necessary by the CCB and the Public Safety Communications Director in conjunction with the municipal agencies. Additionally, all equipment purchase, installation, and maintenance necessary for the municipal police to provide dispatching services will be borne by the municipalities. These costs will include annual increases related to personnel services and equipment maintenance/upgrades related to the City of New Port Richey.
- b. Personnel necessary to support the City of New Port Richey law enforcement services will be based on the average annual call volume between January 1, 2023, and December 31, 2023, to establish an "initial year service level." The average annual call volume will include 911 calls, administrative calls, and responses by municipal agencies, as applicable.
- c. If the City of New Port Richey's call volume increases by one hundred percent (100%) over the "initial year service level," the volume of calls will require the addition of one

Emergency Communications Officer position for the next fiscal year and through subsequent years. The City of New Port Richey will be responsible for all employee costs (including all benefits) at the current pay rate in effect. In the event that this is to occur, the “initial year service level” will be reestablished based on current activity.

- d. Payment for services outlined in Appendix A attached hereto will be due fifteen (15) calendar days after the end of each fiscal quarter:

October 1 thru December 31 – Due January 15

January 1 thru March 31 – Due April 15

April 1 thru June 30 – Due July 15

July 1 thru September 30 – Due October 15

- e. Except as changed or modified herein, all provisions and conditions of the Interlocal Agreement shall remain in full force and effect.

[This Section Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Addendum to the Interlocal Agreement for a Pasco County Consolidated Communications Center as of the day and year last written below.

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

NIKKI ALVAREZ- SOWLES, ESQUIRE
ESQUIRE CLERK & COMPTROLLER CHAIRMAN

RONALD E. OAKLEY

DATE: _____, 2024

CITY OF NEW PORT RICHEY, FLORIDA

NEW PORT RICHEY
CITY CLERK

ALFRED C. DAVIS,
MAYOR

DATE: _____, 2024

PASCO COUNTY CONSOLIDATED
COMMUNICATIONS BOARD

CHAIRMAN

WITNESS

WITNESS

DATE: _____, 2024

Appendix A

RECURRING COSTS FOR CONTRACTED SERVICES AND PERSONNEL:

Item	Acquisition	Recurring
Salary and benefits of two (2) Emergency Communications Operators	\$121,744	\$121, 744

- This is a first-year cost based on current salary, benefits, and training costs. Recurring personnel costs may increase based on employee salaries and criteria outlined in the original and amended agreement. Pasco County will notify the City of New Port Richey of any increase as identified in Section 10.3(b) of the Agreement.

**AGREEMENT TO GRANT PERMISSION TO ALLOW ACCESS TO SOFTWARE
SYSTEM ("ACCESS AGREEMENT")**

among

***Pasco County Board of
County Commissioners
37918 Meridian Avenue
Dade City, FL 33525***

and

***City of New Port Richey, on
behalf of the New Port
Richey Police Department
and New Port Richey Fire
Department
6739 Adams ST.
New Port Richey, FL 34652***

and

***CentralSquare
Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746***

WHEREAS, Pasco County, FL, by and through its Board of County Commissioners ("**Customer**"), and CentralSquare Technologies, LLC ("**CentralSquare**"), through its predecessors in interest, entered into a Service Agreement ("**Customer Agreement**") effective February 17, 1998; and

WHEREAS, the **City of New Port Richey** ("**Accessing Entity**") will enter into a Solutions Agreement with CentralSquare, ("**Accessing Entity-CentralSquare Agreement**"); and

WHEREAS, the Accessing Entity has requested, and Customer has agreed, that the Accessing Entity should be permitted to access Customer's systems to further the goals of the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Customer and CentralSquare grant Accessing Entity permission to allow access to the Customer's Computer Aided Dispatch system ("**Accessed System**") under the terms of this Access Agreement. Customer grants Accessing Entity the right to utilize the Accessed System in order to exchange public safety data (which includes but is not limited to CAD data and other law enforcement agency data) between Customer and Accessing Entity, subject to the terms herein.
2. CentralSquare and Customer shall each have the right to terminate this Access Agreement, and accordingly, Accessing Entity's access to the Accessed System, at CentralSquare's or Customer's discretion.

3. This Access Agreement shall automatically terminate if the Accessing Entity's participation in the Agreement is terminated. The Accessing Entity has the right to cancel this Access Agreement by giving a thirty (30) day written notice to CentralSquare. In the event that this Access Agreement should be terminated, CentralSquare shall be under no obligation to the Accessing Entity to permit continued access to the Accessed System.

4. Customer understands that Accessing Entity will not be granted access to the Accessed System unless Accessing Entity has executed this Access Agreement.

5. Subject to compliance with applicable laws, Customer and Accessing Entity agree to share and contribute data directly or indirectly into the Accessed System for the use in implementation and performance of the Accessed System. Each party shall be the respective owner of its own data and no ownership rights shall transfer by the use or contribution of said data. Accessing Entity further agrees to treat any Customer data retrieved under the Access Agreement the same way the Accessing Entity would treat its own data under the Accessing Entity-CentralSquare Agreement, including with regard to any cybersecurity provisions and/or public records exemptions.

6. Without waiving its sovereign immunity and to the extent permitted by law, the Accessing Entity shall indemnify, defend and hold harmless CentralSquare, Customer and their respective officers, directors, employees, agents, successors, and assigns, from and against any and all losses incurred by either CentralSquare or Customer that arise out of or result from, or are alleged to arise out of or result from, the gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Accessing Entity, any authorized user, or any third party on behalf of Accessing Entity or any authorized user, in connection with this Access Agreement.

7. This Access Agreement will be governed by and construed under the laws of the State of Florida, without reference to the choice of law provisions thereof. If any provision of this Access Agreement is held to be illegal or unenforceable, it will be deemed stricken from this Access Agreement and the remaining provisions of this Access Agreement will remain in full force and effect. Any disputes under the terms of this Access Agreement shall be filed at the West Pasco Judicial Center in New Port Richey, Florida, for state cases; or the Middle District of Florida, Tampa Division, for federal cases.

8. Public Records. Upon request from Accessing Entity's custodian of public records, CentralSquare shall provide Accessing Entity a copy of any requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Florida Public Records Act or as otherwise provided by law. CentralSquare shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CentralSquare does not transfer the records to Accessing Entity. Upon completion of this Agreement, CentralSquare shall transfer, at no cost to Accessing Entity, all public records in the possession of CentralSquare or keep and maintain public records required by Accessing Entity to perform the services provided in this Agreement. If CentralSquare transfers all public records to Accessing Entity upon completion of this Agreement, CentralSquare shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CentralSquare keeps and maintains public records upon completion of this Agreement, CentralSquare shall meet all applicable requirements for

retaining public records. All records stored electronically must be provided to Accessing Entity, upon request from Accessing Entity's custodian of public records, in a format that is compatible with the information technology systems of Accessing Entity.

9. Accessing Entity and CentralSquare shall not assign their respective obligations under this Access Agreement without the prior consent of the other parties.

10. If the Accessing Agency has any third-party software application (such as RMS that requires an interface not currently part of the Accessed System to exchange information with the Accessed System, the cost to purchase, develop, and/or implement any such software interface shall be the responsibility of the Accessing Agency.

11. This Access Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. No modification of this Access Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Access Agreement.

**Pasco County Board of County
Commissioners, FL**

CentralSquare Technologies, LLC

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

DATE SIGNED: _____

DATE SIGNED: _____

ATTEST

BY: _____

Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

City of New Port Richey, FL

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of _____, 20____ (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC** with its principal place of business in Lake Mary, FL ("**CentralSquare**") and **City of New Port Richey, FL, on behalf of the New Port Richey Police Department and New Port Richey Fire Department** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to provide support and maintenance, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	City of New Port Richey
1000 Business Center Drive Lake Mary, FL 32746	6739 Adams Street, New Port Richey, FL , 34652
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

Solution: ONESolution PS

Term.

Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) year(s) from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

Non-Renewal. Either Party may elect to end renewal of the Agreement by issuing a notice of non-renewal, in writing, to the other Party six (6) months prior to the expiration of the Agreement term.

Fees.

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the Solution(s) and Services Fee Schedule).

All invoices shall be billed and paid in U.S. dollars (USD) and in accordance with the terms set forth in Exhibit 1. If Customer delays an invoice payment for any reason, Customer shall promptly notify CentralSquare in writing the reasons for such delay. Unless otherwise agreed by both Parties, CentralSquare may apply any payment received to any delinquent amount outstanding.

Standard Terms and Conditions

1. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

- 1.1. **"Affiliate"** means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.
- 1.2. **"Authorized User"** means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.
- 1.3. **"Baseline Solution"** means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.
- 1.4. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
- 1.5. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 1.6. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.
- 1.7. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
- 1.8. **"Delivery"** means:
 - 1.8.1. For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined in Exhibit 1 by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions.
 - 1.8.2. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.
- 1.9. **"Documentation"** means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.
- 1.10. **"End User Training"** means the process of educating general users of the Software on the operation of the Software.
- 1.11. **"Entity"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.
- 1.12. **"Hardware"** means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.
- 1.13. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 1.14. **"Managed Services Hardware"** means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.
- 1.15. **"Maintenance"** means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance and Support)
- 1.16. **"New or Major Releases"** means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.

- 1.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.
- 1.18. **"Professional Services"** means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.
- 1.19. **"Project Kickoff"** is a meeting to occur shortly after contract execution between CentralSquare and Customer in which goals and objectives are set forth, all parties relevant team members are identified, and scope, timelines, and milestones are reviewed.
- 1.20. **"Reliability Period"** is the time period in which the Software is tested and confirmed reliable by successfully completed fifteen (15) continuous days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in Exhibit 2, unless otherwise agreed in a statement of work.
- 1.21. **"Software"** means the software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) and Services Fee Schedule). The term "Software" excludes any Third-Party Software.
- 1.22. **"Software Version"** means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.
- 1.23. **"Solutions"** means the software, Documentation, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 1.24. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
- 1.25. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

2. License, Access, and Title.

- 2.1. **License Grant.** For any Solution designated as a "license" on Exhibit 1, Customer is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the Software for Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, Customer shall not be entitled to a refund of any license fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.
- 2.2. **Access Grant.** For any Solution designated as a "subscription" on Exhibit 1, so long as subscription fees are paid and current, (unless terminated as provided herein), Customer is granted a nontransferable, nonexclusive right to use the software for the Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional CentralSquare software subscriptions purchased after the execution of this Agreement shall also be accessed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. In such event, Customer shall not be entitled to a refund of any subscription fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

- 2.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 2.4. Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.
- 2.5. Managed Services Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver the Managed Services Hardware itemized on Exhibit 1. So long as the applicable subscription fees are paid and current, Customer shall maintain a limited right in possessory interest in the Managed Services Hardware. No title in the Managed Services Hardware will pass to Customer at any time or for any reason. Customer agrees to maintain adequate insurance against fire, theft, or other loss for the Managed Services Hardware full insurable value. CentralSquare shall coordinate any defect or warranty claims in accordance with Exhibit 8.
- 2.6. Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

3. Use Restrictions. Authorized Users shall not:

- 3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- 3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
- 3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code (any software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;
- 3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
- 3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
- 3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.

4. Audit.

- 4.1. CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement. Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, or if an audit reveals that Customer has exceeded the restrictions on use, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance and prompt payment of any underpayment of Fees.

5. Customer Obligations.

- 5.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare

Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with Exhibit 3 (CentralSquare Access Management Policy); and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.

- 5.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 5.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.
- 5.4. Maintaining Current Versions of CentralSquare Solutions. In accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable. Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.

6. Professional Services.

- 6.1. Compliance with Customer Policies. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance.
- 6.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

7. Confidentiality.

- 7.1. Nondisclosure. The Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. "**Confidential Information**" means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.
- 7.2. Exceptions. A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

8. Security.

- 8.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.
- 8.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.
- 8.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

9. Personal Data. If CentralSquare processes or otherwise has access to any personal data or Personal Information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

- 9.1. Customer shall be the data controller (where “**data controller**” means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where “**data processor**” means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer’s behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and
- 9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and
- 9.5. Each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected. If necessary, the Parties will cooperate to document these measures taken.

10. Representations and Warranties.

- 10.1. Intellectual Property Warranty. CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.
- 10.2. Intellectual Property Remedy. In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.
- 10.3. Software Warranty. CentralSquare warrants to Customer that: (i) for a period of one year from the Effective Date (the “Warranty Period”) the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) at the time of delivery the Software does not contain any virus or other malicious code.
- 10.4. Software Remedy. If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option, reinstall the Software or correct the Defects. Defects that occur in the Software after the Warranty Period will be corrected pursuant to Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
- 10.5. Services Warranty. CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables.
- 10.6. Disclaimer of Warranty. **EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED “AS-IS” AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR**

MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

11. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare **CentralSquare Technologies, LLC**
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: 407-304-3235
Attention: Legal/Contracts

If to Customer: **City of New Port Richey**
6739 Adams Street
New Port Richey, FL 34652
Phone: 727-853-1021
Email: mannsd@cityofnewportrichey.org
Attention: Debbie Manns

12. **Force Majeure.**

Neither Party shall be responsible for failure to fulfill its obligations hereunder, or be liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13. **Indemnification.**

13.1. **CentralSquare Indemnification.** CentralSquare shall indemnify, defend, and hold harmless Customer from any and all Claims or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.2. **Customer Indemnification.** To the extent allowable by law, Customer shall indemnify, defend, and hold harmless CentralSquare from any and all Claims or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any Claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.3. **"Claim"** in this Section 13 means any claim, cause of action, demand, lawsuit, dispute, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

14. **Termination.**

14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17.

- 14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.
- 14.3. Customer shall have the right to terminate if the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year during the Term, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within forty-five (45) days following the beginning of the fiscal year for which the proper appropriation is not available, provide CentralSquare with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed CentralSquare under this Agreement, if any.

15. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

- 15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and
- 15.2. All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty (30) days.
- 15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.
- 15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment, unless otherwise agreed by the Parties in a statement of work"), Customer shall pay for all Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.
- 15.5. Return of Customer Data. If Customer requests in writing at least ten (10) days prior to the effective date of expiration or earlier termination of this Agreement, CentralSquare shall within sixty (60) days following such expiration or termination, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.
- 15.6. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.
- 15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.

16. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder.

17. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, shall be resolved as follows:

- 17.1. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.
- 17.2. Escalation to Mediation. If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.
- 17.3. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- 17.4. Litigation. If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of competent jurisdiction.

18. Waiver/Severability. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable,

that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

19. LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:

19.1. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND

19.2. CENTRAL SQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRAL SQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.

20. Insurance. During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 4 (Certificate of Insurance (Evidence of Coverage)). Upon request by Customer, CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.

21. Third-Party Materials. CentralSquare may, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.

22. Subcontractors. CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

23. Public Records. Upon request from City's custodian of public records, Vendor shall provide City a copy of any requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Florida Public Records Act or as otherwise provided by law. Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Vendor does not transfer the records to City. Upon completion of this Agreement, Vendor shall transfer, at no cost to City, all public records in the possession of Vendor or keep and maintain public records required by City to perform the services provided in this Agreement. If Vendor transfers all public records to City upon completion of this Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of this Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 853-1024, MANNSD@CITYOFNEWPORTRICHEY.ORG, AND 5919 MAIN STREET, NEW PORT RICHEY, FLORIDA 34652.

24. Entire Agreement. This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

25. Amendment. Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until

memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.

26. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
27. **Counterparts.** This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means, such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
28. **Material Adverse Change.** If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.
29. **Cooperative Purchases.** This Agreement may be used by Customer Affiliates. CentralSquare agrees to offer similar services to other Affiliates under the same terms and conditions as stated herein except that the Fees may be negotiated between CentralSquare and other Affiliates based on the specific revenue expectations, agency reimbursed costs, and other Affiliate requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such Affiliates. CentralSquare and the Affiliate will enter into any such arrangement with an amendment to this Agreement.
30. **Order of Precedence.**
 - 30.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:
 - 30.1.1. The main body of this Agreement and any associated amendments, statements of work (including Exhibit 5 (Statement of Work)), or change orders and then the attached Exhibits to this Agreement in the order in which they appear.
 - 30.2. Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.
 - 30.3. Incorporated Exhibits to this Agreement:
 - Exhibit 1:** Solution(s) and Services Fee Schedule
 - Exhibit 2:** Maintenance & Support
 - Exhibit 3:** CentralSquare Access Management Policy
 - Exhibit 4:** Certificate of Insurance (Evidence of Coverage)
 - Exhibit 5:** Statement of Work

EXHIBIT 1
Solutions(s) and Services Fee Schedule

Quote #: Q-143760

SOFTWARE INCLUDED

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	ONESolution CAD Resource Monitor Display License With Maps Annual Subscription Fee	3	600.00	1,800.00
2.	OneSolution Freedom Premium Annual Subscription Fee	2	160.00	320.00
3.	ONESolution MCT Client AVL License Annual Subscription Fee	9	40.00	360.00
4.	ONESolution MCT Client-Digital Dispatch Annual Subscription Fee	9	320.00	2,880.00
5.	ONESolution CAD Client AVL License Annual Subscription Fee	6	600.00	3,600.00
6.	ONESolution CAD Console License Annual Subscription Fee	6	2,600.00	15,600.00
7.	ONESolution CAD Resource Monitor Display License With Maps Annual Subscription Fee	20	600.00	12,000.00
8.	OneSolution Freedom Premium Annual Subscription Fee	50	160.00	8,000.00
9.	ONESolution Generic CAD Event Export-Law/Fire/EMS Annual Subscription Fee	1	3,000.00	3,000.00
10.	ONESolution MCT Client AVL License Annual Subscription Fee	50	40.00	2,000.00
11.	ONESolution MCT Client-Digital Dispatch Annual Subscription Fee	50	320.00	16,000.00
			Software Total	65,560.00 USD

SERVICES INCLUDED

	DESCRIPTION	TOTAL
1.	Public Safety Project Management Services - Fixed Fee	4,875.00
2.	Public Safety Technical Services - Fixed Fee	15,795.00

3. Public Safety Training Services - Fixed Fee	8,385.00
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Services Total	29,055.00 USD
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QUOTE SUMMARY

Software Subtotal	\$65,560.00 USD
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Services Subtotal	29,055.00 USD
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Quote Subtotal	94,615.00 USD
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Discount	- \$0.00 USD
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Quote Total	94,615.00 USD
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RECURRING FEES

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	\$65,560.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

Payment Schedule:

	Implementation Services
30%	Due on Effective Date
20%	Due at Project Kickoff
15%	Due at completion of 1 st End User Training Session
30%	Due at Go Live
5%	Due at completion of Reliability Period

Payment Terms:**Subscriptions:**

- If applicable, Annual Subscription Fees are due on the Delivery Date, and annually thereafter on the anniversary of the Delivery Date.
- Annual Subscription Fees shall increase by 5% each year.

Services:

- If applicable, non-fixed fee professional services shall be due as incurred on a time and materials basis. Non-fixed fee professional services are not included in the percentages outlined in the above Payment Schedule.
- If applicable, non-fixed fee travel expenses shall be due as incurred, invoiced monthly for the travel expenses of the preceding month. Non-fixed fee travel expenses are not included in the percentages outlined in the above Payment Schedule.
- If applicable, Fixed Fee travel expenses are included in the percentages outlined in the above Payment Schedule.

Hardware:

- If applicable, Non-subscription Hardware Fees are due on the Effective Date.

Licenses:

- If applicable, License Fees are due on the Delivery Date.

Support & Maintenance

- If applicable, Support & Maintenance Fees are due annually, starting prior to the first anniversary of the Delivery Date and annually thereafter.
- Annual Software Maintenance Fees shall increase by 5% each year.

Third Party:

- If applicable, Third-Party Software Fees are due on the Effective Date. Third-Party software subscriptions and/or support fees shall be due annually thereafter on the anniversary of the Effective Date. Third-Party Software fees are subject to increase each year.
- If applicable, Third-Party Services shall be due 50% at Effective Date, 25% at completion of 1st End User Training Session, and 25% at Go Live.

Invoice Terms:

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date.

ANCILLARY FEES

- a. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- b. To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2

Maintenance & Support

This Maintenance & Support Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. Product Updates and Releases

- 1.1. Software Version. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.
- 1.2. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.
- 1.3. Releases. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. Support

- 2.1. CentralSquare shall provide to Customer support via toll-free phone number 833-278-7877 or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.
- 2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

3. Online Support Portal

Online support is available via <https://support.centalsquare.com/s/contact-us>, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to Customer by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Customer Responsibilities

In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

- 5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.
- 5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
- 5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;
- 5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;

- 5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
- 5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;
- 5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and
- 5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. Priorities and Support Response Matrix

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
Priority 1 – Urgent	The software is completely down and will not launch or function.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 2 – Critical	A high-impact problem that disrupts the customer's operation but there is capacity to remain productive and maintain necessary operations.	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 3 – Non-Critical	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.	Priority 3 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Non-Critical Priority 3 issues may also be reported via https://support.centalsquare.com/s/contact-us
Priority 4 – Minor	Cosmetic or documentation errors, including Customer technical questions or usability questions.	Priority 4 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Minor Priority 4 issues may also be reported via https://support.centalsquare.com/s/contact-us

- 7. Exceptions.** CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Exhibit if the failure is caused by adverse impact due to:
- 7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented defect.
 - 7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.
 - 7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.
 - 7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.
- 8. Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
Priority 2 – Critical	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.
Priority 3 – Non – Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

9. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.
- 9.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.
- 9.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.
10. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.
11. **Development Work.** Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.
12. **Technology Life Expectancy.** Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

EXHIBIT 3
CentralSquare Access Management Policy

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies ("CentralSquare") requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigation Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication ("FIPS") 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting <https://securesupport.centralsquare.com>.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare's support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency's system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.

Securelink

Similar to BeyondTrust's escorted session, Securelink may be utilized via "quick connect". To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via "gatekeeper". The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

Summation

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer's network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.

EXHIBIT 4
Certificate of Insurance (Evidence of Coverage)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/01/2023

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 MARSH USA, LLC TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN130114897-EQC-GAWU-23-24		CONTACT NAME: PHONE (A/C, No. Ext.): FAX (A/C, No.): E-MAIL: ADDRESS:															
INSURED CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> <tr> <td>INSURER B : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Company Of America</td> <td>25674</td> </tr> <tr> <td>INSURER D : Travelers Casualty And Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER E : AIG Specialty Insurance Company</td> <td>26883</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Charter Oak Fire Insurance Co.	25615	INSURER B : Phoenix Insurance Company	25623	INSURER C : Travelers Property Casualty Company Of America	25674	INSURER D : Travelers Casualty And Surety Company	19038	INSURER E : AIG Specialty Insurance Company	26883	INSURER F :	
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INSURER F :																	

COVERAGES **CERTIFICATE NUMBER:** ATL-005494481-01 **REVISION NUMBER:** J

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		H-630-6S758660-COF-23	08/31/2023	08/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOD AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		BA-6S783638-23-I3-G	08/31/2023	08/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-6S801390-23-I3	08/31/2023	08/31/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	US-6S783668-23-I3-G	08/31/2023	08/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH. ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	E&OCyber		01-424-27-66	08/31/2023	08/31/2024	Limit \$ 5,000,000 S&R \$ 1,000,000

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

CERTIFICATE HOLDER CentralSquare Technologies LLC 1000 Business Center Drive Lake Mary, FL 32746	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 of Marsh USA LLC
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ACORD 25 (2016/03)

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EXHIBIT 5
Statement of Work

[Attached]

Summary of Services

1.1 Project: New Port Richey Police, FL – ONESolution – ONESolution CAD/Resource Monitor/MCT/AVL/Freedom/Axon RMS – Add-on to Pasco County, FL

1.2 The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not a detailed requirements or design of solution.

1.3 Project Scheduling

Parties agree a schedule will be provided for services within sixty (60) days from the execution of the above quote number.

1.4 Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

1.5 Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Project Management, Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

1.6 Business Hours

All project services will be performed during normal business hours, defined as 8:00-5:00 PM Eastern Time. If Client desires to perform the services outside of these hours, additional fees will apply.

1.7 CentralSquare Connectivity to On-Premise Systems

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to on-premises customer systems and/or data. These solutions meet all requirements as contained in Section 5.5.6 of the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enable customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

In addition to the above, the PSJ ProSuite application utilizes SSH connectivity to maintain a persistent connection to the appliance/s. The 911 application utilizes Kaseya for application and/or support needs. These solutions are only utilized for these specific applications in addition to Bomgar and/or SecureLink.

1.8 Services Scope of Project

The project includes the following scope of services associated with New Port Richey Police, FL ONESolution CAD/Resource Monitor/MCT/AVL/Freedom/Axon RMS add-on to Pasco County, FL.

A total of eighty-one (81) hours of Technical Services have been scoped to complete the following:

- Final Map Audit/Review – 9hrs
- One (1) Day Remote Go-Live Assistance CAD/MCT– 8hrs
- Installation/Configuration CAD Generic XML Export (Axon RMS) – 8hrs
- Installation/Configuration AVL – 16hrs
- Message Switch SA Training – 4hrs
- OSMCT Install/Maintenance Training – 20hrs
- Freedom Install/Configuration – 16hrs

All Technical Services will be provided remotely via Secure Link.

A total of forty-three (43) hours of Training Services have been scoped to complete the following:

- ONESolution CAD SAW Training – Not included, Pasco County Tech Team will handle all ONESolution CAD configuration
- ONESolution CAD Initial Audit/Review – 9hrs
- ONESolution CAD Intermediate Audit/Review – 17hrs
- ONESolution CAD System Options Preferences Training – Not included, Pasco County Tech Team will handle all ONESolution CAD configuration
- ONESolution CAD Security Training –Not included, Pasco County Tech Team will handle all ONESolution CAD configuration
- ONESolution CAD Final Audit/Review – 17hrs
- ONESolution CAD End-User Training – Not included, Pasco County 911 will handle all ONESolution CAD End-User Training
- ONESolution Resource Status Monitor End-User Training – Not included, Pasco County 911 will handle all ONESolution Resource Status Monitor End-User Training
- One (1) Day Remote Go-Live Assistance – Not included, Pasco County 911 will assist
- ONESolution MCT End-User Training – Not included, Pasco County Sheriff will handle all ONESolution MCT End-User Training
- ONESolution Freedom End-User Training – Not included, Pasco County Sheriff will handle all ONESolution Freedom End-User Training

NOTE: Per customer request, no ONESolution CAD SAW, System Options Preferences, CAD Security, or CAD/MCT/Freedom/Resource Monitor End-User Training services have been included within this scope. Should the customer need training assistance, Professional Services will be scoped and quoted accordingly.

NOTE: Summary of Services does not include services as they pertain to network, mobile devices & peripherals, and mobile connectivity. Should the customer require assistance, Professional Technical Services will be scoped and quoted accordingly.



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, ICMA-CM, City Manager

DATE: 4/16/2024

RE: Resolution No. 2024-06: Revising the City's Public Records Policy and Fee Schedule

REQUEST:

The request is for City Council to adopt Resolution No. 2024-06 which would revise the City's public records policy and fee schedule.

DISCUSSION:

On August 16, 2011, City Council adopted Resolution No. 2011-05 which established a public records policy and fee schedule. As Council is aware, the City will be launching a new public portal through JustFOIA for residents to submit their public records requests on April 15, 2024. As staff was working with the representatives of JustFOIA, it was brought to their attention that some of the provisions and fees set forth in the current resolution needed to be revised as they were outdated.

A summary of the proposed changes are as follows:

- Section I - Definitions - "Public Records" definition has been revised to correspond with Florida Statutes and "Reasonable Time" definition has been revised to provide for ten working days instead of three as some requests are more voluminous than others.
- Section II - Basic Fee Schedule - references to CD's have been removed and replaced with "electronic media storage device" as technology has evolved since 2011 and will continue to evolve moving forward in the future.
- Section IV - Deposit has been revised to reflect that a minimum deposit of fifty percent (50%) of the total estimated charge shall be required in advance, prior to the city initiating the work to comply with the request. It should be noted that the change in the deposit amount corresponds with the internal policy currently being used by the Police Department for records requests. This change will mainstream records requests across all city departments.
- Section V - Payment has been revised to include debit card and credit card options for payment. Payment via personal check has been removed to avoid the City incurring any fees due to checks that would be returned from the requestor for insufficient funds.

All of the remaining provisions and fees set forth in the original resolution remain unchanged and in full effect. A copy of Resolution No. 2011-05 has been attached to this agenda item for reference.

RECOMMENDATION:

Staff recommends that City Council adopt Resolution No. 2024-06 which would revise the City's public records policy and fee schedule as submitted.

BUDGET/FISCAL IMPACT:

The fees collected from public records requests provide a source of revenue to the General Fund budget.

ATTACHMENTS:

Description

Type

- ▣ Resolution No. 2024-06: Revising the Public Records Policy and Fee Schedule Backup Material
- ▣ Resolution No. 2011-05: Establishing a Public Records Policy and Fee Schedule Backup Material

RESOLUTION NO. 2024-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW PORT RICHEY, REVISING THE POLICY AND FEE SCHEDULE WITH RESPECT TO PUBLIC RECORDS REQUESTS CONSISTENT WITH FLORIDA STATUTES CHAPTER 119; PROVIDING FOR DEFINITIONS OF APPLICABLE PUBLIC RECORDS; PROVIDING FOR A BASIC FEE SCHEDULE FOR PRODUCTION OF COPIES; PROVIDING FOR A REASONABLE SPECIAL SERVICE CHARGE WHEN THE NATURE OR VOLUME OF SUCH REQUESTS REQUIRES EXTENSIVE USE OF INFORMATION TECHNOLOGY RESOURCES, OR EXTENSIVE CLERICAL OR SUPERVISORY ASSISTANCE BY PERSONNEL OF THE CITY, OR BOTH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is a necessity that the City Council of New Port Richey, Florida, be in compliance with Florida Statutes, Chapter 119; with respect to requests for public records of the City;

WHEREAS, it is the policy of the City of New Port Richey (the "City") that all municipal records, with the exception of exempt, or confidential and exempt, records identified by Florida Statutes, Chapter 119.07 or other applicable sections of Florida Statutes, shall be open for personal inspection by any person;

WHEREAS, the nature or volume of such requests for public records can potentially require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the city;

WHEREAS, the City Council adopted Resolution 2011-5 establishing a policy pertaining to provision of public records in accordance with applicable law;

WHEREAS, the City Council wishes to replace the aforesaid resolution with an updated public records policy; and

WHEREAS, the City Council hereby finds that this resolution is in the best interest of the health, safety and welfare of its citizens and the general public;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEW PORT RICHEY, FLORIDA, THE FOLLOWING POLICY AND FEE SCHEDULE BE ADOPTED WITH RESPECT TO PUBLIC RECORDS REQUESTS RECEIVED BY THE CITY:

SECTION I. Definitions:

"Public records" shall be defined by applicable Florida law, including Section 119.011 Florida Statutes.

"Reasonable time" as required by Florida law for the production of public records for inspection or duplication shall mean a time during normal working hours, Monday through Friday, excluding holidays, between 8:00 a.m. and 4:30 p.m. that is generally no more than ten (10) working days from the receipt of the request, unless additional time is reasonably necessary due to the volume

or complexity of the request, the necessity of extensive research, the necessity for determinations of exemptions or confidentiality, the necessity for redactions, or any time spent clarifying or revising the record request between the city and the requestor.

SECTION II. Basic Fee Schedule:

Upon request, the City shall furnish copies of public records based on the following fee schedule:

(a) The following charges are specified by Florida statutes:

Single-sided copies, up to 8 1/2" x 14": \$0.15 each;

Double-sided copies, up to 8 1/2" x 14": \$0.20 each;

All other copies: the actual cost of duplication; and

Certified copy of a public record: \$1.00 per page in addition to actual copy cost.

(b) The following charges shall be the actual cost to the City, with current charges as follows:

Imaged documents (building plans and permits): \$10.00 per electronic media storage device;

Electronic or audio public records; \$10.00 per electronic media storage device;

Duplicate video tape: \$10.00;

Reprint of color photographs up to 5" x 7": \$3.00 each;

Larger size color photographs: actual cost of duplication; and

Code of Ordinances with binds-tabs or electronic version: actual cost charged by publisher (Municode available through www.municode.com/products/purchase_codes.asp)

Note: Additional charges will be added to cover the actual cost of postage and packaging as necessary.

SECTION III. Special Service Charge:

(a) The city shall charge a special service charge, in addition to any other charges provided herein or authorized by law, for records if the nature or volume of public records requested to be inspected or copied pursuant to this subsection is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency involved, or both, the agency may charge, in addition to the actual cost of duplication, a special service charge, which shall be reasonable and shall be based on the cost incurred for such extensive use of information technology resources or the labor cost of the personnel providing the service that is actually incurred by the agency or attributable to the agency

for the clerical and supervisory assistance required, or both, as provided by Section 119.07 Florida Statutes.

(b) The special service charge provided by subsection (a) hereof shall apply to all record requests that require more than one-quarter hour (15 minutes) of an employee's time to research, retrieve, determine exemptions or confidentiality, redact and duplicate the requested records. For public records requests requiring more than one quarter hour, the requester shall be required to pay the hourly salary of each employee researching, retrieving, determining exemptions and confidentiality, redacting, or duplicating the records, and any employee supervising or overseeing the response to the request. The hourly fee begins after the first quarter-hour of employee time on the request, and is calculated by adding the amount derived from multiplying the total time spent on the request by each employee by that employee's hourly wage and benefits.

SECTION IV. Deposit:

For record requests determined to be subject to the special service charge provided by Section III hereof, a minimum deposit of fifty percent (50%) of the total estimated charge shall be required in advance, prior to the city initiating the work to comply with the request. The deposit will be applied to the final cost of the public records request upon completion thereof.

SECTION V. Payment:

Payment by cash, money order, debit card, credit card, or certified check shall be made prior to the delivery of the materials. All money orders or certified checks shall be made payable to "City of New Port Richey."

SECTION VI. Effective Date:

This resolution shall take effective upon its adoption by the City Council.

DONE AND RESOLVED on the 16th of April, 2024.

ATTEST:

Judy Meyers, CMC, City Clerk

Alfred C. Davis, Mayor

Approved as to form:

Timothy P. Driscoll, City Attorney



41
Rcpt: 1385961 Rec: 35.50
DS: 0.00 IT: 0.00
08/30/11 R. Cervantes, Dpty Clerk

RESOLUTION NUMBER 2011-5

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
08/30/11 12:44pm 1 of 4
OR BK 8592 PG 690

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW PORT RICHEY, PASCO COUNTY, FLORIDA FINDING THE NECESSITY TO ADOPT A POLICY AND FEE SCHEDULE WITH RESPECT TO PUBLIC RECORDS REQUESTS CONSISTENT WITH FLORIDA STATUTES CHAPTER 119; PROVIDING FOR DEFINITIONS OF APPLICABLE PUBLIC RECORDS; PROVIDING FOR A BASIC FEE SCHEDULE FOR PRODUCTION OF COPIES; PROVIDING FOR A REASONABLE SPECIAL SERVICE CHARGE WHEN THE NATURE OR VOLUME OF SUCH REQUESTS REQUIRES EXTENSIVE USE OF INFORMATION, TECHNOLOGY, RESOURCES, OR EXTENSIVE CLERICAL OR SUPERVISORY ASSISTANCE BY PERSONNEL OF THE AGENCY INVOLVED AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is a necessity that the City Council of New Port Richey, Florida, be in compliance with Florida Statutes, Chapter 119; with respect to requests for public records of the City; and

WHEREAS, it is the policy of the City of New Port Richey (the "City") that all municipal records, with the exception of exempted records identified by Florida Statutes, Chapter 119.07 or other applicable sections of Florida Statutes, shall be open for personal inspection by any person; and

WHEREAS, the nature or volume of such requests for public records can potentially require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency involved;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEW PORT RICHEY, PASCO COUNTY, FLORIDA, THE FOLLOWING POLICY AND FEE SCHEDULE BE ADOPTED WITH RESPECT TO PUBLIC RECORDS REQUESTS:

SECTION I. Definitions:

"Public records" means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the City. (F.S. Chapter 119.001(11).

For the purpose of this policy, "reasonable" time to provide access to public records is during normal working hours – Monday – Friday, 8 a.m. - 4:30 p.m. "Reasonable" timeframe to provide copies, dependent upon the volume of records requested, may be up to three (3) working days." "Reasonable" time may exceed three (3) days if warranted by the volume of

records requested.

SECTION II. Basic Fee Schedule:

Upon request, the City will furnish copies of public records based on the following fee schedule:

The following are specified by statutes:

Single-sided copies, up to 8 1/2" x 14" - .15 each

Double-sided copies, up to 8 1/2" x 14" - .20 each

Larger size copies – Based on actual cost of duplication

Certified copy of a public record - \$1.00 in addition to actual copy cost

The following shall be at actual cost to the City. Current charges are as follows:

Imaged documents (building plans and permits) - \$10.00/CD

Duplicate audio tape:

If the City provide the audio tape(s) - \$5.00/each

If you provide your own audio tape(s) - \$3.00/each

DVD of electronic or audio public records - \$5.00/each

Duplicate video tape - \$10.00

Reprint of color photographs up to 5" x 7" - \$3.00

Larger size color photographs – Based on actual cost of duplication

Code of Ordinances with binds-tabs or electronic version – Based on actual cost through Municode - (available through www.municode.com/products/purchase_codes.asp)

Note: Additional charges will be added to cover the cost of postage and packaging as necessary.

SECTION III. Special Service Charge:

Florida Statutes, Chapter 119.07(1)(b) provides "if the nature or volume of public records requested to be inspected, examined, or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency involved, or both, the agency may charge in addition to the actual cost of duplication, a special service charge, which shall be reasonable and shall be based on the cost incurred for such extensive use of information technology resources or the labor cost of the personnel providing the service that is actually incurred by the agency or attributable to the agency for the clerical and supervisory assistance required, or both."

For the purpose of this policy, "extensive or clerical or supervisory assistance" is determined to be requests that require more than one-quarter hour (15 minutes) of an employee's time to research, retrieve, and copy the requested records. For public records requests requiring more than one quarter hour, the requester will be required to pay the hourly salary of the employee doing the research, copying the records, and/or supervising the requester's research. This hourly fee will begin after the first quarter-hour of clerical or supervisory assistance is completed. This fee will be calculated by multiplying the research time by the responding employee's hourly wage and benefits.

SECTION IV. Deposit:

For requests estimated to require more than one hour of a City employee's time, a minimum deposit of \$25.00 will be required (Deposit will be adjusted depending on the volume of records/research requested). The deposit will be applied to the final cost of the public records request.

SECTION V. Payment:

Payment by Cash, personal check on a local bank, money order, debit card, credit card, or certified check shall be made prior to the delivery of the materials. Any check, money order, or certified check shall be made payable to "City of New Port Richey."

SECTION VI. Effective Date:

This resolution shall take effective upon its adoption by the City Council.

DONE AND RESOLVED this 16th day of August, 2011.

(SEAL)



Doreen M. Summers CAP
Acting City Clerk

Bob Consalvo

Bob Consalvo
Mayor – Councilmember

APPROVED AS TO LEGAL FORM AND CONTENT

By

Michael S. Davis
City Attorney