

**INTERLOCAL AGREEMENT BETWEEN
PASCO COUNTY, FLORIDA, AND THE CITY OF NEW PORT RICHEY, FLORIDA
FOR NEIGHBORHOOD IMPROVEMENTS IN TOWN AND COUNTRY VILLAS AREA**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as the “Agreement”, is made and entered into by and between the City of New Port Richey, Florida (“City”), an incorporated municipality of the State of Florida and Pasco County, Florida (“County”), a political subdivision of the State of Florida, by and through its Board of County Commissioners (jointly the Parties hereto).

WITNESSETH:

WHEREAS, the Parties hereto are authorized under Chapter 163, Florida Statutes to enter into Interlocal Agreements to make the most efficient use of their respective powers, resources, authorities, and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the services provided for herein in a manner to best utilize existing resources, powers, and capabilities available to each of them; and

WHEREAS, this Agreement is adopted pursuant to Section 163.01 Florida Statutes (the “Florida Interlocal Cooperation Act of 1969”); and

WHEREAS, conditions within the Town and Country Villas area meet the requirements of the Community Redevelopment Act of 1969 (Part III, Chapter 163 Florida Statutes) to be deemed slum and blighted; and

WHEREAS, the City has established an existing Community Redevelopment Area to which the Town and Country Villas area should be added in order to assist with the proper redevelopment of the area in accordance with Community Redevelopment Plan of the City; and

WHEREAS, the County and City have funds available to improve the neighborhood infrastructure of the Town and Country Villas area in order to improve the conditions in the area for all residents, citizens and property owners of the area, and for the City and County as a whole; and

WHEREAS, this Agreement is in the public interest, safety and welfare of the residents and citizens of the County and the City; and

WHEREAS, each party hereto, in order to more efficiently serve its residents, desires to enter into this Agreement.

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

1. The foregoing Whereas clauses are true, correct, and are incorporated herein by reference.

2. This Agreement shall pertain to the property area generally described as the Town and Country Villas, as shown in the map attached hereto and incorporated herein as Exhibit "A" (hereinafter "Area").

3. The City intends to amend its Community Redevelopment Plan (hereinafter "CRP") to expand the Community Redevelopment Area ("CRA") boundaries to add the Area. The County does not have competing policy goals and plans for the public funds the County would be required to deposit to the City's community redevelopment trust fund under the proposed modification to the CRP to include the Enclave within the CRA.

4. Within two years after the execution of this Agreement by the Parties, the City shall expend or provide credits for a total sum of One Million Five Hundred Thirty-Eight Thousand Nine Hundred Ninety and 50/100 Dollars (\$1,538,990.50) for various infrastructure improvements and impact fee credits within the Area, as more particularly described and provided in Exhibit "C" attached hereto and incorporated herein. The Parties recognize that the expenditure of the funds provided for in this paragraph will require projects spanning over several years. The County Administrator, or designee, may extend the City's period of compliance with this paragraph for an additional two years if the City expressly requests such extension in good faith and in writing to the County. If an extension is granted, it shall be documented in writing by the County to the City.

5. Cooperation in Securing Grant Funding

a. The County and the City agree to work collaboratively to identify and secure grant funding opportunities specifically aimed at supporting sewer infrastructure improvements within the Area. This includes, but is not limited to, grants for the conversion of septic systems to sewer systems, sewer system upgrades, and any related infrastructure enhancements.

b. All grants obtained through these collaborative efforts shall be in addition to, and not in replacement of, the funding commitments outlined in this Agreement. The Parties shall prioritize efforts to secure grants for the conversion of septic systems to sewer systems within the Area.

d. The Parties agree to cooperate in the administration of all grants secured, ensuring compliance with all grant requirements and conditions. This includes joint responsibility for grant applications, project management, financial reporting, and any other obligations arising from grant awards.

e. Within 90 days of a complete and submitted grant application, the County shall pay to City the sum of Two Million and 00/100 Dollars (\$2,000,000.00) for the construction of sewer infrastructure within and serving the Area, as more particularly described and provided in Exhibit "B" attached hereto and incorporated herein.

6. All notices and clarifications required under this Agreement shall be directed to the following officials:

For Pasco County: County Administrator
8731 Citizens Dr., Suite 350
New Port Richey, Florida 34654

For the City of City Manager
New Port Richey: City of New Port Richey
5519 Main Street
New Port Richey, Florida 34652.

7. This Agreement may be executed in counterparts, the sum of which shall be considered the final Agreement.

8. This Agreement shall not be assigned without prior written consent of the other party.

9. This Agreement and any subsequent amendment hereto shall be filed with the Clerk of the Circuit Court in the Official Records of Pasco County as provided by Section 163.01 (11), Florida Statutes, prior to its effectiveness.

10. This Agreement shall be considered effective as the date when fully executed by both Parties and recorded pursuant hereto and shall continue in effect unless otherwise terminated as provided herein.

11. The Parties agree that nothing contained herein is intended to, nor shall be construed as, a waiver of the City's or County's rights and immunities under common law or Section 768.28, Florida Statutes, as might be amended from time to time.

12. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

13. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term or condition held to be illegal or void renders the balance of this Agreement to be impossible to perform.

14. This Agreement shall be governed by the laws of the State of Florida. All legal actions to enforce this Agreement shall be held in the Sixth Judicial Circuit in and for Pasco County. No remedy conferred in this Agreement is intended to be exclusive of any other remedy, at law or in equity, or by statute or otherwise. No exercise by any party of any right, power, or

remedy hereunder shall preclude any other further exercise thereof. In the event of a dispute, each party is responsible for their own attorney's fees and costs.

15. This Agreement represents the entire Agreement between the parties hereto with respect to the subject matter contained herein. This Agreement may only be modified by a written document executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto do cause this Interlocal Agreement to be executed and effective on the date as stated.

SEAL

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

Ronald E. Oakley, Chairman

Date: _____

CITY OF NEW PORT RICHEY, FLORIDA

Judy Meyers, City Clerk

Alfred C. Davis
Mayor-Councilmember

Date: _____

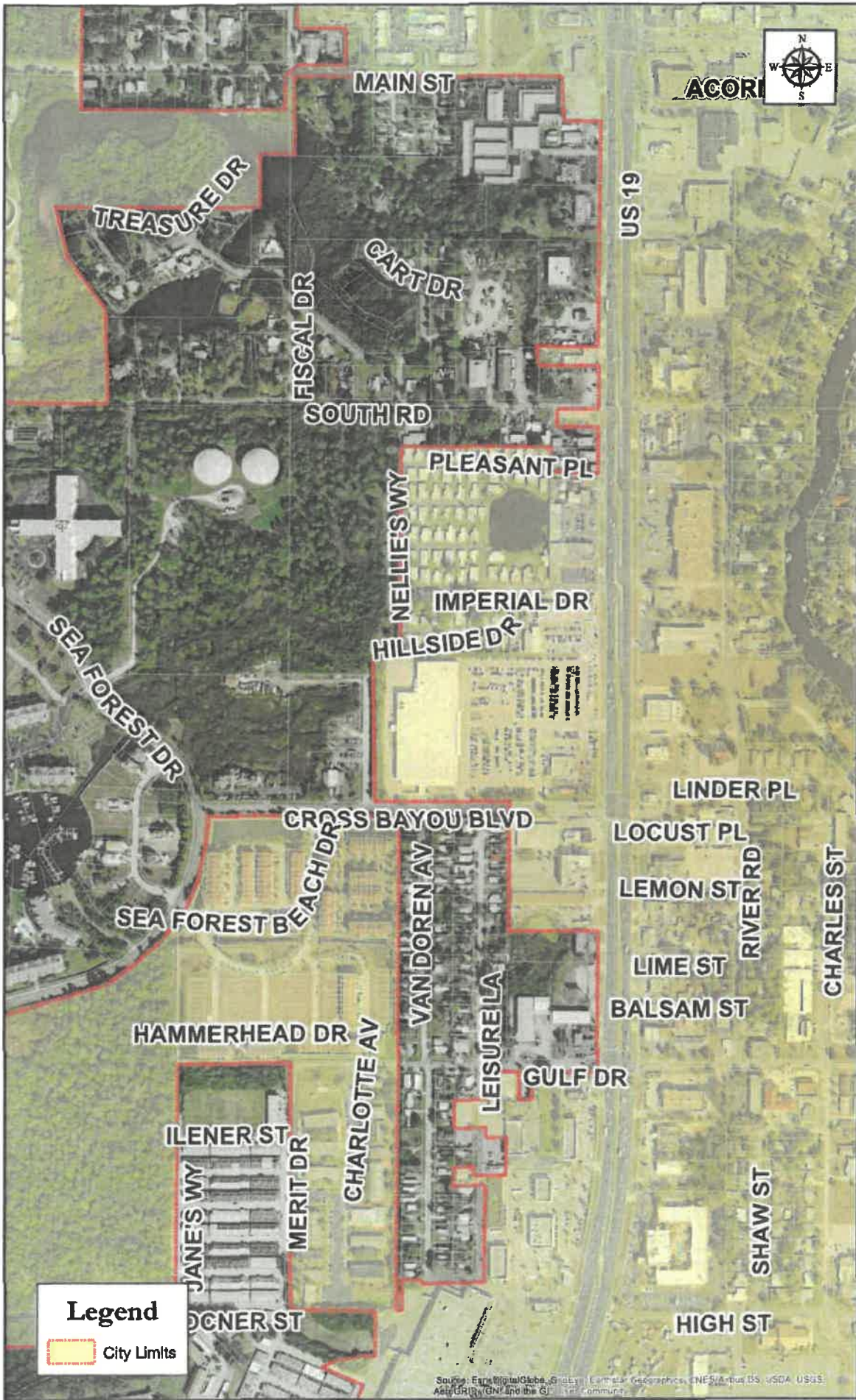


Exhibit "A"

GENERAL NOTES

SEC. 8, TWP. 26 S., RNG. 16 E.

1. THIS SKETCH IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED UPON THE PLAT BEARING OF NORTH 89°40'39" WEST, FOR THE SOUTH BOUNDARY LINE OF TOWN AND COUNTRY VILLAS SOUTH ADDITION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 119 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

Exhibit "B"

SKETCH OF

ENCLAVE AREA NO. 1

TOWN AND COUNTRY VILLAS AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, A PORTION OF CROSS BAYOU DRIVE, A PORTION OF GULF DRIVE, A PORTION OF DETROIT AVENUE, A PORTION OF TRACTS 32 AND 53, TAMPA AND TARPONS SPRINGS LAND COMPANY SUBDIVISION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 1, PAGES 68 THROUGH 70 OF SAID PUBLIC RECORDS, AND A PORTION OF TOWN AND COUNTRY VILLAS SOUTH ADDITION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 119 OF SAID PUBLIC RECORDS, ALL LYING IN SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 73, TOWN AND COUNTRY VILLAS SOUTH ADDITION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 119 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SAID POINT BEING ON THE NORTH BOUNDARY LINE OF TRACT 56 OF THE TAMPA AND TARPONS SPRINGS LAND COMPANY'S SUBDIVISION OF SECTION 8 AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 1, PAGES 68 THROUGH 70 OF SAID PUBLIC RECORDS FOR A POINT OF BEGINNING; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID TRACT 56 NORTH 89°40'39" WEST, A DISTANCE OF 25.00 FEET TO THE CENTERLINE OF DETROIT AVENUE; THENCE ALONG SAID CENTERLINE NORTH 00°28'43" EAST, A DISTANCE OF 989.20 FEET TO THE CENTERLINE OF GULF DRIVE; THENCE CONTINUE NORTH 00°28'43" EAST, A DISTANCE OF 25.00 FEET TO THE SOUTHWEST CORNER OF TOWN AND COUNTRY VILLAS AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 9 OF SAID PUBLIC RECORDS; THENCE ALONG THE WEST BOUNDARY LINE OF SAID TOWN AND COUNTRY VILLAS NORTH 00°28'43" EAST, A DISTANCE OF 990.50 FEET TO THE NORTHWEST CORNER OF SAID TOWN AND COUNTRY VILLAS, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF CROSS BAYOU DRIVE; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID CROSS BAYOU DRIVE NORTH 89°33'21" WEST, A DISTANCE OF 101.90 FEET; THENCE NORTH 00°28'43" EAST, A DISTANCE OF 60.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID CROSS BAYOU DRIVE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE SOUTH 89°33'21" EAST, A DISTANCE OF 538.60 FEET; THENCE SOUTH 00°30'31" WEST, 60.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID CROSS BAYOU DRIVE, SAID POINT BEING THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 6642, PAGE 0235 OF SAID PUBLIC RECORDS; THENCE ALONG THE WEST BOUNDARY LINE OF THE PARCELS DESCRIBED IN OFFICIAL RECORDS BOOK 6642, PAGE 0235, OFFICIAL RECORDS BOOK 9616, PAGE 2231, OFFICIAL RECORDS BOOK 4250, PAGE 0048 SOUTH 00°30'31" WEST, A DISTANCE OF 300.24 FEET TO THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4250, PAGE 0048; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL SOUTH 89°33'21" EAST, A DISTANCE OF 358.54 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 19 (STATE ROAD 55) AS SHOWN ON THE RIGHT-OF-WAY MAPS, SECTION 14030-2151, DATED 9-15-59; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°20'33" EAST, A DISTANCE OF 740.58 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID GULF DRIVE; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID GULF DRIVE NORTH 89°33'17" WEST, A DISTANCE OF 269.33 FEET TO THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1216, PAGE 0021 OF SAID PUBLIC RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID PARCEL SOUTH 00°20'51" WEST, A DISTANCE OF 125.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL NORTH 89°33'17" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE ALONG THE WEST BOUNDARY LINE OF SAID PARCEL NORTH 00°20'51" EAST, A DISTANCE OF 125.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID GULF DRIVE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 89°33'17" WEST, A DISTANCE OF 178.84 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH LEISURE LANE AS SHOWN ON THE PLAT OF SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°28'43" WEST, A DISTANCE OF 153.55 FEET TO THE NORTHEAST CORNER OF LOT 44 OF SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID LOT 44 NORTH 89°40'39" WEST, A DISTANCE OF 77.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 44; THENCE ALONG THE WEST BOUNDARY LINE OF SAID LOT 44 AND THE WEST BOUNDARY LINE OF LOT 43 SOUTH 00°28'43" WEST, A DISTANCE OF 76.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 43; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 43 SOUTH 89°40'39" EAST, A DISTANCE OF 77.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 43; THENCE ALONG THE EAST BOUNDARY LINE OF LOT 42 OF SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION SOUTH 00°28'43" WEST, A DISTANCE OF 38.00 FEET TO A POINT ON THE INTERSECTION WITH THE WEST EXTENSION OF THE SOUTH BOUNDARY LINE LOT 7 SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 7 AND ITS WEST EXTENSION SOUTH 89°40'39" EAST, A DISTANCE OF 129.46 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE ALONG THE EAST BOUNDARY LINE OF SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION SOUTH 00°20'51" WEST, A DISTANCE OF 152.00 FEET TO THE SOUTHEAST CORNER OF LOT 11 OF SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 11 NORTH 89°40'39" WEST, A DISTANCE OF 79.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE ALONG THE WEST BOUNDARY LINE OF SAID LOT 11 NORTH 00°28'43" EAST, A DISTANCE OF 38.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 11, SAID POINT BEING ON THE EAST EXTENSION OF THE NORTH BOUNDARY LINE OF LOT 38; THENCE ALONG SAID NORTH BOUNDARY LINE AND ITS EAST EXTENSION NORTH 89°40'39" WEST, A DISTANCE OF 127.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 38; THENCE ALONG THE WEST BOUNDARY LINE OF SAID LOT 38 AND THE WEST BOUNDARY LINE OF LOT 37 SOUTH 00°28'43" WEST, A DISTANCE OF 76.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 37; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 37 SOUTH 89°40'39" EAST, A DISTANCE OF 77.50 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH LEISURE LANE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°28'43" WEST, A DISTANCE OF 391.76 FEET TO THE NORTH BOUNDARY LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 7472, PAGE 0376 OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTH AND WEST BOUNDARY LINES OF SAID PARCEL THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) NORTH 89°40'39" WEST, A DISTANCE OF 205.00 FEET; (2) NORTH 00°28'43" EAST, A DISTANCE OF 12.00 FEET; (3) NORTH 89°40'39" WEST, A DISTANCE OF 77.50 FEET; (4) SOUTH 00°28'43" WEST, A DISTANCE OF 126.00 FEET TO THE POINT OF BEGINNING.

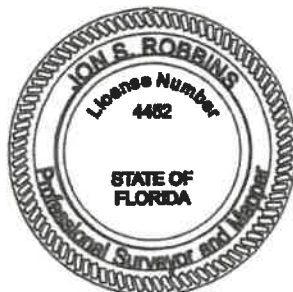
THE ABOVE DESCRIBED PARCEL CONTAINS 23.6 ACRES MORE OR LESS.

(CLOSES 0.005' J.M.M.)

PRECISION SURVEYING & MAPPING, INC.

CERTIFICATE OF AUTHORIZATION NO. LB-6734

7710 MASSACHUSETTS AVENUE
NEW PORT RICHEY, FLORIDA 34653
727-841-8414



Jon S. Robbins PSM 4452

Digitally signed by Jon S. Robbins PSM 4452
 DN: c=US, e=jr@psmia.com, cn=Jon S. Robbins
 PSM 4452
 Date: 2023.08.28 10:55:25-04'00'

WORK ORDER NO: 180109
 FOR: CITY OF NEW PORT RICHEY
 DATE OF SKETCH: MAY 8, 2023
 SHEET 1 OF 3

JON S. ROBBINS DATE
 PROFESSIONAL SURVEYOR AND MAPPER NO. 4452
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
 SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

F.B. N/A
 P.G. N/A

DRAWN BY: J.M.M.
 CHK'D BY: J.S.R.

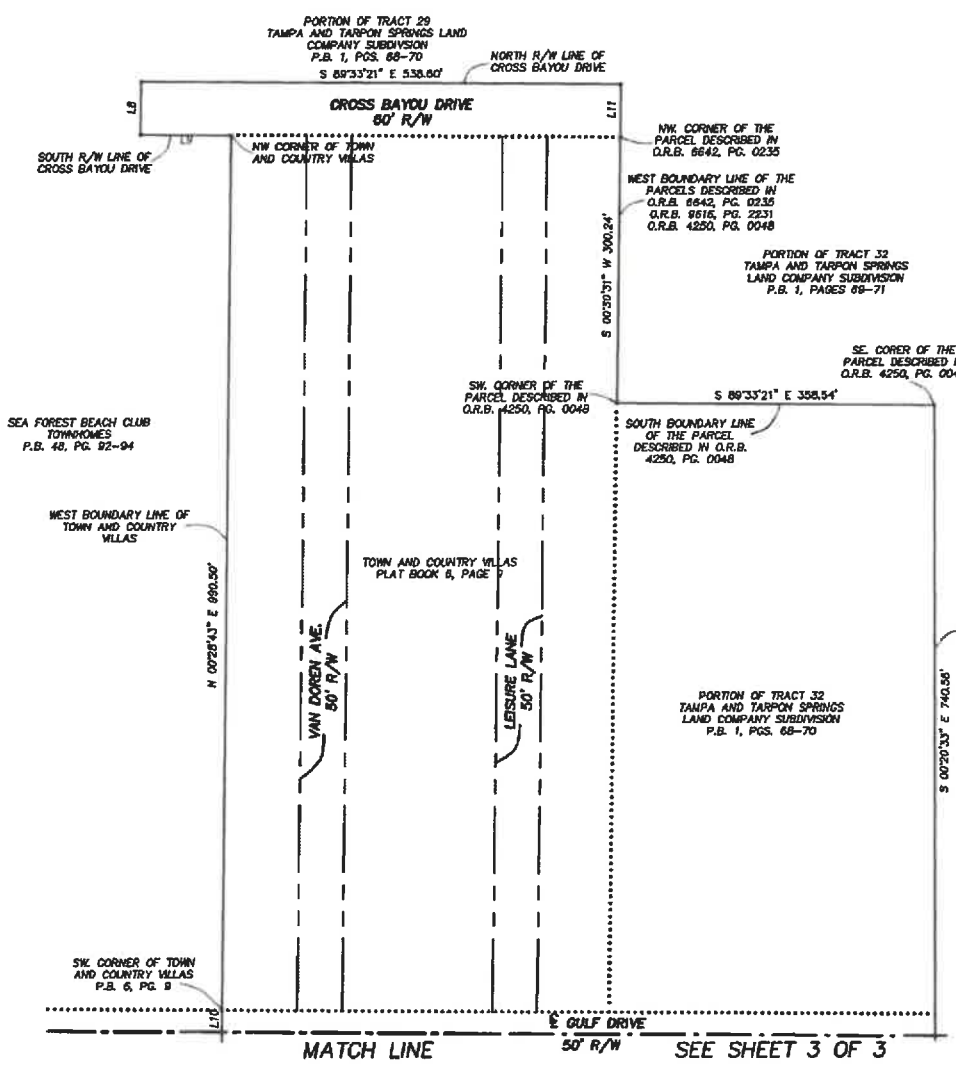
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ASSUMED NORTH
0' 100' 200'



LEGEND

- PG. = PAGE
- RNG. = RANGE
- SEC. = SECTION
- TWP. = TOWNSHIP
- P.B. = PLAT BOOK
- CL = CENTERLINE
- R/W = RIGHT-OF-WAY
- P.O.B. = POINT OF BEGINNING
- O.R.B. = OFFICIAL RECORDS BOOK

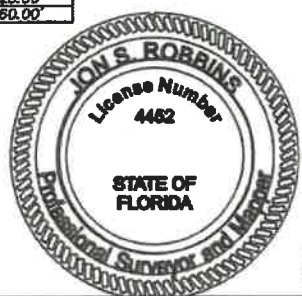
WEST R/W LINE OF US 19
(STATE ROAD 55) PER
R/W MAP SECTION
14030-2151, DATED
9-15-98

U.S. HIGHWAY 19
(STATE ROAD 55)
R/W WIDTH VARIES

LINE	BEARING	DISTANCE
L.6	S 00°28'43" W	80.00'
L.9	S 89°33'21" E	101.90'
L.10	N 00°28'43" E	25.00'
L.11	S 00°30'31" W	60.00'

PRECISION SURVEYING & MAPPING, INC.

CERTIFICATE OF AUTHORIZATION NO. LB-6734
7710 MASSACHUSETTS AVENUE
NEW PORT RICHEY, FLORIDA 34653
727-841-8414



Jon S. Robbins PSM 4452

Digitally signed by Jon S. Robbins PSM 4452
DN: C=US, E=jsr@psmfla.com, CN=Jon S. Robbins
PSM 4452
Date: 2023.06.26 10:54:38-04'00'

WORK ORDER NO: 180109
FOR: CITY OF NEW PORT RICHEY
DATE OF SKETCH: MAY 8, 2023
SHEET 2 OF 3

JON S. ROBBINS DATE
PROFESSIONAL SURVEYOR AND MAPPER NO. 4452
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

F.B. N/A
P.G. N/A

DRAWN BY: J.M.M.
CHK'D BY: J.S.R.

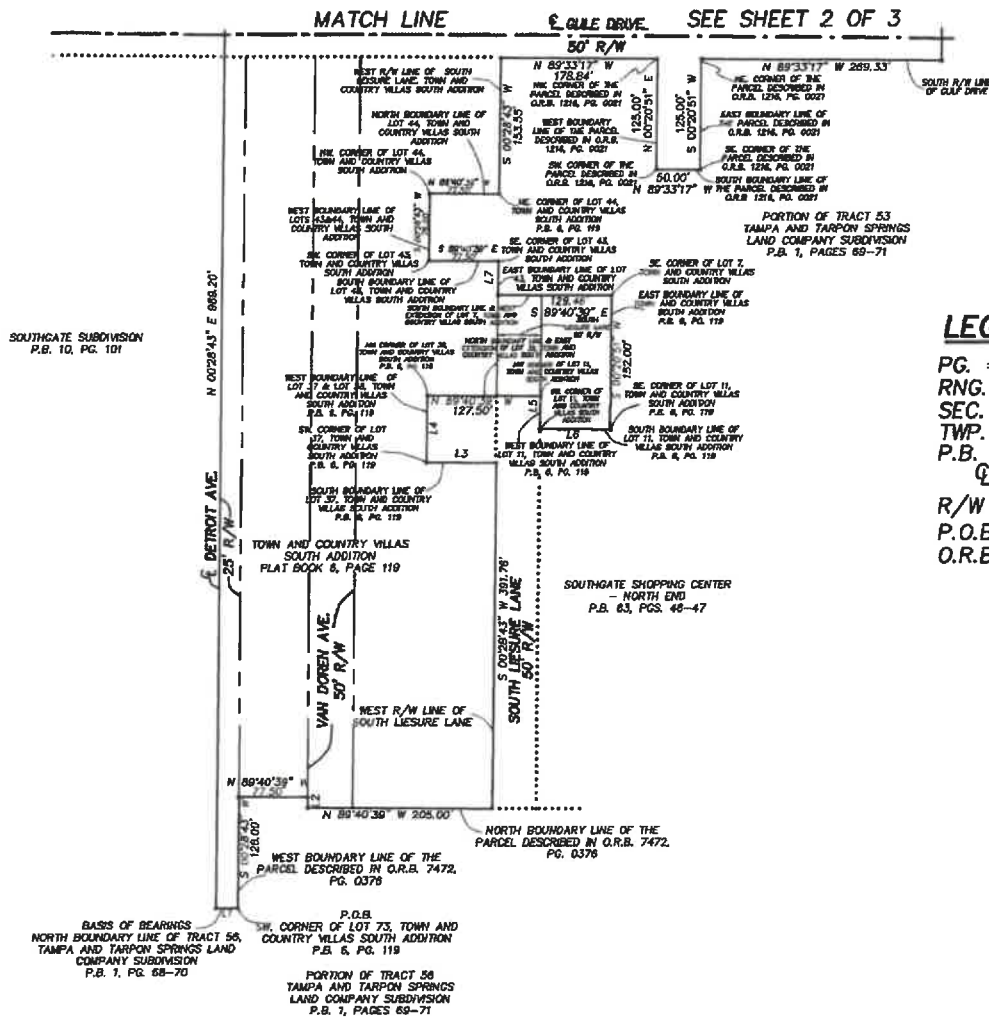
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ASSUMED NORTH
0 100' 200'





Town and Country Villas

Sewer Impact Fees: There are currently 128 parcels in the Town & Country community, and thirteen (13) are currently connected to the City's sanitary sewer system. That leaves 115 parcels not connected. The price per sewer impact fee per parcel is \$2,262.00. 115 x \$2,262.00 would equate to **\$260,130.00** for the total cost of impact fees to be charged or to be forgiven.

Sidewalks: It would take 9,671 feet of sidewalk to cover the Town & County community (sidewalks on both sides of the streets.) The City's contract cost for 9,671 feet of sidewalk (9,671' long & 5' wide, equaling 48,355 square feet @ \$8.50 per foot) would be **\$411,017.50**. The new sidewalk would be 4" thick at this price.

Asphalt: There is 4,576 feet of existing roadway/asphalt in the Town & Country community. The City's contract cost to mill, repave, and stripe/mark (milling 10,169 square yards @ \$8.50 per yard, 91,520 square feet of asphalt @ \$5.00 per yard, and \$30,000.00 for marking) would be **\$574,029.00**.

Streetlights: It would require twenty (20) new streetlights to provide adequate light coverage for the Town & County community. It would cost **\$1,814.00** for the new lights to go up (@ \$90.70 per light install) and would cost **\$2,584.80** annually thereafter for the rental of the twenty new streetlights.

Neighborhood Park: The following amenities will be programmed into some dedicated public space:

- \$45,000.00 – Shade Trees and Canopies
- \$20,000.00 – Seating (including movable chairs)
- \$50,000.00 – Picnic Tables and Shelter
- \$150,000.00 – Playground Equipment for all ages
- \$12,000.00 – Trash Receptacles, etc.
- Total: \$277,000.00**

Stormwater Improvements: An appropriation of \$15,000.00 would be required to institute necessary stormwater improvements.

Total Cost: The total estimated cost for the project with the items noted above is **\$1,538,990.50**.

- \$260,130.00 – Sewer Impact Fees
- \$411,017.50 – Sidewalks
- \$574,029.00 – Asphalt
- \$1,814.00 – Streetlights
- \$277,000.00 – Neighborhood Park
- \$15,000.00 – Stormwater Improvements