



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

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

April 6, 2023
7:00 PM

ORDER OF
BUSINESS

1 Call to Order – Roll Call

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

Also in attendance were City Manager Debbie L. Manns, City Clerk Judy Meyers, Finance Director Crystal Dunn, Fire Chief Chris Fitch, Public Works Director Robert Rivera, Police Chief Bob Kochen, Human Resources Manager Bernie Wharran, Community and Development Director Dale Hall, Library Director Andi Figart, and Economic Development Director Rod Kirk. City Attorney Timothy Driscoll participated via electronically.

2 Pledge of Allegiance

3 Moment of Silence

a. Citizens Academy Graduation

City Manager Manns highlighted the Citizens Academy program before City Clerk Meyers distributed the certificates to the graduates. The 2023 Spring Class graduates were: Daniella Bernal, Jennifer Black, Bobby Busch, Bertell Butler, IV, Angel Cook, Cliff Crooks, Jackie Eden, Jennifer Eichenberger, Janine Finch, Kenie Huber-Richards, David Ishaq, Michael L'Heureux, Robyn Matthews, Rich Melton, Pam Perry, Michael & Tricia Salchert, Wayne Scott and Raquel Thiebes.

b. Proclamation - Water Conservation Month (By Title Only) - Page 3

Mayor Marlowe read the proclamation by title only.

4 Vox Pop for Items listed on the Agenda

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

- Stephen Blanchard, 5100 Providence Ct., NPR spoke regarding sidewalks on the west side of Main Street. He also spoke regarding designated golf cart parking spaces.

- Judith Allen, 5940 Grand Blvd., NPR spoke regarding grants she had applied for.
- Kimberly Cox, 7336 Ashmore Dr., NPR spoke regarding Transgender Day of Visibility. She also spoke about Code Enforcement not being under the Police Department and the upcoming election.
- Shinikki Whiting, 5755 Indiana Ave., NPR spoke regarding change in communication.
- George Romagnoli, 6325 Florida Ave., NPR spoke regarding the variance that was approved at the previous Council meeting.
- Wendy Brenner, 7224 Grand Blvd., NPR spoke regarding a recent article by Creative Loafing.
- Bertell Butler, IV, 5335 Bellview Ave., NPR spoke regarding the upcoming election.
- Marlowe Jones, 6141 Pine Hill Rd., PR spoke regarding the upcoming election and an independent investigation.
- Nathan Pollock, 6153 Massachusetts Ave., NPR spoke regarding a feather sign that was six inches on his neighbor's property.

With no one else coming forward for public comment, Mayor Marlowe 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.

5 Consent Agenda

Motion was made to approve the minutes as presented.

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

- a. Purchases/Payments for City Council Approval - Page 4

6 Public Reading of Ordinances

- a. First Reading, Ordinance No. 2023-2267: Regulating Smoking in City Parks - Page 6

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced the item to Council. She stated the purpose of this agenda item was to conduct a first reading of an ordinance which would regulate smoking in city parks. She stated that during the 2022 Florida Legislative Session, a Bill was passed which regulated smoking in public places. The law, in short, allows for counties and municipalities to restrict and/or ban smoking in public places including city parks. She stated that this shall not apply during special events authorized by the City when alcohol sales and consumption are permitted. The goal of the ordinance is to promote overall health. Upon opening the floor to public comment, the following people came forward to speak:

- Bertell Butler, IV, 5335 Bellview Ave., NPR spoke regarding the exemption for special events and asked how it would affect vendors.
- Tiffany Nozicka, 1628 Summit Way, Dunedin stated she was a student in the Public Policy & Administration Program at SPC. She stated the ordinance aligns with health and wellness initiatives.

With no one else coming forward Mayor Marlowe returned the floor to Council. Motion was made to approve the ordinance upon its first reading with adding a designated smoking area before the ordinance comes back for second reading.

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

7 Business Items

- a. 2023 Environmental Protection Agency (EPA) Lead & Copper Rule Program Implementation – Task Order No. 2023-01 - Page 12

Public Works Director Robert Rivera introduced Suzannah Folsom from Juturna Consultants, LLC, who then made a presentation to Council. Ms. Folsom began her presentation by highlighting the lead rule revisions. The rule revisions must be complete by October 16, 2024. She then highlighted the service line inventory requirements. She stated the distribution system must be updated annually. Ms. Folsom then highlighted the new sampling requirements for homes, schools and licensed childcare facilities. She then highlighted notification requirements. She then highlighted public information requirements. Ms. Folsom then highlighted service line replacement. Finally she highlighted new treatment requirements. Councilman Altman asked about identifying revenue sources and Ms. Folsom stated there are several sources but she was not sure how much was left over. Upon opening the floor to public comment, the following people came forward to speak:

- Janine Finch, 4055 Marine Parkway asked for clarification on public involvement and the process for homeowner. Ms. Folsom responded that if the public has knowledge of their piping materials they should forward to the city. They can also volunteer to be a sample location.
- Bertell Butler, IV, 5335 Bellview Ave., NPR asked how Council will incentivize landlords to make the replacements.
- Wendy Brenner, 7224 Grand Blvd., NPR asked if an inventory will be done and if lead is found will this cause a problem with Code Enforcement. Ms. Folsom stated it would not be against code but annual notifications must be sent.

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

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

- b. Board Appointment: Renee Tyner, Library Advisory Board - Page 19

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve the appointment of Renee Tyner to the Library Advisory Board. If approved, Ms. Tyner's term will be for three years and will be up for renewal on April 6, 2026. Upon opening the floor to public comment, Ms. Tyner came forward and Mayor Marlowe thanked her for her willingness to serve on the Board. With no one else coming forward Mayor Marlowe returned the floor to Council. Motion was made to approve the item as presented.

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

- c. Board Appointment: Launi Schmutz-Harden, Parks and Recreation Advisory Board - Page 27

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve the appointment of Launi Schmutz-Harden to the Parks and Recreation Advisory Board. If approved, Ms. Harden's term will be for three years and will be up for renewal on April 6, 2026. Upon opening the floor to public comment, Ms. Harden came forward and stated it was the Citizens Academy that got her here. With no one else coming forward Mayor Marlowe returned the floor to Council. Motion was made to approve the item as presented.

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

- d. Board Re-Appointment: Dr. Donald Cadle, Jr., Land Development Review Board - Page 39

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve the re-appointment of Dr. Donald Cadle, Jr. to the Land Development Review Board. If approved, Dr. Cadle's term will be for three years and will be up for renewal on April 6, 2026. Upon opening the floor to public comment, no one came forward therefore Mayor Marlowe returned the

floor to Council. Motion was made to approve the item as presented.

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

- e. ITB23-009 Bid Award – WWTP Tank No.2 Clarifier Cleaning and Thermoplastic Powder Coating - Page 45

City Manager Manns introduced Public Works Director Robert Rivera who then presented the item to Council. He stated that the purpose of this agenda item was to award ITB23-009 WWTP Tank No.2 Clarifier Cleaning and Thermoplastic Powder Coating to Titan Construction Management LLC of Tarpon Springs, Florida in the amount of \$57,350.00. Pasco County would be responsible for 49% of the costs. Upon opening the floor to public comment, no one came forward therefore Mayor Marlowe returned the floor to Council. Motion was made to approve the item as presented.

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

- f. ITB23-003 Bid Award - Meadows Dog Park - Page 52

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to award ITB23-003 Meadows Dog Park to SC Signature Construction Corporation in the amount of \$1,491,100. She then introduced Public Works Director Robert Rivera who highlighted the proposed improvements which included:

- The installation of a shade structure over the playground area.
- The removal and replacement of the existing playground equipment.
- The removal of the existing playground area mulch and the installation of a padded surface.
- Parking lot shell refurbishing.
- The refurbishing of the existing restroom facility.
- Decorative lighting, trash receptacles, and park benches.
- Pickleball Courts.
- Sidewalk construction.
- Perimeter trail improvements and extension.
- Construction of a large and small dog fenced play areas.

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

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

- g. Interlocal Agreement b/t the City of New Port Richey and Pasco County for the Annexation of an Enclave and the Transfer of Public Roads Jurisdiction - Page 62

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve an Interlocal Agreement between the City of New Port Richey and Pasco County for the Annexation of an Enclave and the Transfer of Public Roads Jurisdiction for the area of Leisure Lane and Van Doren Avenue. She stated that there had been houses built there by Habitat for Humanity but they have since abandoned that project. She stated there has been some nuisance activities that have emitted from that area. City Manager Manns stated that Pasco County has appropriated \$2,000,000 to be dedicated to the purpose of the installation of a sanitary sewer system. The County has agreed that the property if successfully annexed into the city would be included within the boundaries of the CRA District. In turn the City has agreed to invest \$1,538,990.50 in improvements to the area. The improvements include the establishment of a neighborhood park, road repair, sidewalk and streetlight installation and some stormwater improvements. She stated the County will consider the Interlocal Agmts. at their next regular meeting. Upon opening the floor to public comment, the following people came forward to speak:

- Bertell Butler, IV, 5335 Bellview Ave., NPR asked about the agreement being available online to view.
- George Romagnoli, 6325 Florida Ave., NPR stated the County had the opportunity to make this a target area. He suggested using CRA funds to connect utilities. He also encouraged getting Habitat for Humanity to return to finish the project.
- Wendy Brenner, 7224 Grand Blvd., NPR asked how many properties are there. City Manager Manns stated through an Interlocal Agmt. property owners do not need to vote on it. Deputy Mayor Peters stated there are 128 properties.

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

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

h. City Manager Performance Evaluation - Page 63

Deputy Mayor Peters stated the evaluation is conducted annually. The evaluation looks at different traits, abilities and skills. He stated that the City Manager is a driving force on improvements for the city. He stated from his perspective she is performing at a very high level. Deputy Mayor Peters stated he appreciates her dedication. Councilwoman Mothershead stated that in her short time here City Manager Manns has done a wonderful job. She is active in things outside of her job and has helped increase property values. She is extremely committed and dedicated to the city. Councilman Murphy stated a city manager job is a tough job. He stated City Manager Manns actually does too much however she does manage everything effectively. He stated she keeps Council well informed. She is well versed in Economic Development. Councilman Altman stated that the annual review is not for all the positive things but also for things that can be improved. He stated we need to work on being more open. He is looking forward to the CIP discussions after the election. He looks forward to working together to make things happen. Councilman Altman stated he would like to have the due date moved until after budget time. Mayor Marlowe stated City Manager Manns came to work shortly after he was sworn in. He stated that she is better than some he had dealt with over the years. He stated she has worked well under extreme pressure. Deputy Mayor Peters stated at this time of year we are about to change positions on the dais that is why the evaluation is done at this time. He stated that City Manager Manns cares deeply for this community. Deputy Mayor Peters made a motion to increase City Manager Manns' salary by 9%. Motion seconded by Councilwoman Mothershead.

Upon opening the floor to public comment, the following people came forward to speak in opposition of the motion:

- Marlowe Jones, 6141 Pine Hill Rd., PR
- Nathan Pollock, 6153 Massachusetts, NPR
- Kimberly Cox, 7336 Ashmore Dr., NPR
- Bertell Butler, IV, 5335 Bellview Ave., NPR
- Wendy Brenner, 7224 Grand Blvd., NPR
- Judith Allen, 5940 Grand Blvd., NPR

With no one else coming forward Mayor Marlowe returned the floor to Council. Motion to increase the salary by 9% was approved as presented.

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

8 Communications

Councilman Altman spoke regarding the Richey Community Orchestra and the Finnish American Club. His suggestion would be to see if there is space possibly in the county building at Bank Street that they could move their music library to. Mr. Rivera stated he would have staff look at the condition

of the inside of the building. Deputy Mayor Peters stated there is a lot of work to be done with the Finnish American Club. He spoke regarding the Florida Legislative Session and some proposed bills. He stated he would like to be thinking of ways that we can play offense such a projects that can be identified for funding. He stated we could talk about it more during budget season. Councilwoman Mothershead agreed she would like to see us be more proactive. Mayor Marlowe stated this will be his last communications and thanked his colleagues for their hard work and efforts to make NPR a better place. He stated he liked the idea of using the message boards for the election. Mayor Marlowe stated he has spoken with City Manager Manns about Patriot Stogies. He urged his colleagues to extend his appeal deadline for his sign. He stated Chasco was great but the sod in Sims Park took a beating. He gave a shout out to Senator Hooper for filing legislation next session about blocking fire exits. He stated we have three extremely qualified candidates for mayor. City Manager Manns introduced the new Economic Development Director Rod Kirk. She thanked Council for their kind words and support.

9 Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 9:49 p.m.

(signed) _____
Judy Meyers, CMC, City Clerk

Approved: _____ (date)

Initialed: _____

**INTERLOCAL AGREEMENT BETWEEN
PASCO COUNTY, FLORIDA, AND THE CITY OF NEW PORT RICHEY, FLORIDA
FOR THE ANNEXATION OF AN ENCLAVE AND THE TRANSFER OF
PUBLIC ROADS JURISDICTION**

THIS INTERLOCAL AGREEMENT is made and entered into by Pasco County, a political subdivision of the State of Florida (the "County") and the City of New Port Richey, Florida, a municipal corporation existing under the laws of the State of Florida, (the "City").

WHEREAS, City has identified unincorporated developed and improved real properties that are enclosed within and bounded on all sides by the City which constitutes an enclave as defined by Section 171.031(13) of the Florida Municipal Annexation or Contraction Act (Part I of Chapter 171 Florida Statutes), hereinafter referred to as the "Enclave; and

WHEREAS, Leisure Lane and Van Doren Avenue are located completely within the Enclave but pursuant to Section 335.0415, Florida Statutes, are the County's responsibility for operation and maintenance; and

WHEREAS, the Enclave is legally described in Exhibit "A" attached hereto and shown in the survey map attached hereto as Exhibit "B"; and

WHEREAS, the annexation of the Enclave into the City will help to eliminate confusion over the extent of the City's boundaries, improve the delivery of governmental services to the subject properties, and provide the affected property owners the opportunity to avail themselves of the City's services; and

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

WHEREAS, this Agreement is entered into in accordance with the purpose, intent, provisions, and requirements of Chapter 171 (the Florida Municipal Annexation or Contraction Act) and Section 335.0415, Florida Statutes; and

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

NOW THEREFORE, in consideration of these premises and for good and valuable consideration, the receipt of which is hereby acknowledged by all parties, the parties hereby agree, stipulate and covenant as follows:

1. The foregoing Whereas clauses are incorporated herein.
2. As of the Effective Date, the jurisdiction of Leisure Lane and Van Doren Avenue shall be transferred from the County to the City.
3. As of the Effective Date, the Enclave is hereby annexed into the City and the municipal boundaries of the City shall be amended to incorporate the same.
4. The survey map attached hereto as Exhibit "B" is provided for illustrative purposes, only, and the legal descriptions shown in Exhibit "A" shall be controlling as to the properties annexed by this Agreement.
5. The Enclave is contiguous to the City's boundaries, reasonably compact, developed for urban purposes, under 110 acres, and not within the boundaries of another municipality.
6. The City has prepared a plan for the extension of municipal services to the Enclave as of the Effective Date.
7. The County Comprehensive Land Use Plan and Land Development Code shall control and govern the Enclave until such time as City has adopted Comprehensive Plan and Land Development Code amendments that include and govern the Enclave.

8. The Enclave shall be subject to the taxes and debts of the City upon the Effective Date but shall not be subject to the City's ad valorem taxation until the fiscal year commencing October 1, 2022.

9. Upon the Effective Date, the Enclave shall be subject to all laws, ordinances and regulations in the City and shall be entitled to the same privileges and benefits as other parts of the City.

10. Upon the Effective Date, the Enclave shall be required to contract with one of City's approved solid waste haulers to provide for solid waste collection at said property.

11. The County acknowledges that the City's Community Redevelopment Area (hereinafter "CRA") boundaries encompass the entire corporate boundaries of the City, and that the City intends to amend its Community Redevelopment Plan (hereinafter "CRP") to expand the CRA boundaries to add the Enclave. 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.

12. The change in the City boundaries shall be provided in a revised ordinance under Section 10.06 of the City Charter pertaining to City corporate boundaries and shall be filed as a revision to the City Charter with the Department of State within thirty days of the approval of the ordinance amending the City corporate boundaries and the execution of this Agreement by both parties, and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

13. None of the Enclave is located within an independent special district.

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

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

16. If any item or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, such item or provision shall be deemed a separate, distinct and independent item or provision and such holding shall not effect the remainder of this Agreement, or the further application of such terms or provision, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

17. This Agreement shall become effective upon filing with the Clerk of the Circuit Court for Pasco County pursuant to Section 163.01(11), Florida Statutes. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Any party hereto may execute this Agreement by signing any one counterpart. The effective date

of the annexation provided under this Agreement shall be the first day of October, 2022 (the "Effective Date").

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

SIGNATURES APPEAR ON THE FOLLOWING PAGE

(SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS

BY: _____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

BY: _____
Jack Mariano, Chairman

DATE: _____

[SEAL]

ATTEST:

CITY OF NEW PORT RICHEY, FLORIDA

BY: _____
Judy Meyers, CMC, as City Clerk

BY: _____
Robert Marlowe, as Mayor-Council member

DATE: _____

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: _____
Timothy P. Driscoll, as City Attorney

Exhibit "A"

ANNEXATION PARCEL NO. 5

TOWN AND COUNTY 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 TARPON 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 $00^{\circ}28'43''$ 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 $89^{\circ}40'39''$ 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 $00^{\circ}28'43''$ 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 $89^{\circ}40'39''$ 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 $00^{\circ}28'43''$ 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 EXTENTION SOUTH $89^{\circ}40'39''$ 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 $00^{\circ}20'51''$ 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 $89^{\circ}40'39''$ 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 $00^{\circ}28'43''$ EAST, A DISTANCE OF 38.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 11, SAID POINT BEING ON THE EAST EXTENTION OF THE NORTH BOUNDARY LINE OF LOT 38; THENCE ALONG SAID NORTH BOUNDARY LINE AND ITS EAST EXTENSION NORTH $89^{\circ}40'39''$ 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 $00^{\circ}28'43''$ 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 $89^{\circ}40'39''$ 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 $00^{\circ}28'43''$ 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 $89^{\circ}40'39''$ WEST, A DISTANCE OF 205.00 FEET; (2) NORTH $00^{\circ}28'43''$ EAST, A DISTANCE OF 12.00 FEET; (3) NORTH $89^{\circ}40'39''$ WEST, A DISTANCE OF 77.50 FEET; (4) SOUTH $00^{\circ}28'43''$ 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.)

**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 111, 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 90 days of the Effective Date of this Agreement, 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.

5. 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.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS

BY: _____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

BY: _____
Jack Mariano, Chairman

DATE: _____

[SEAL]

ATTEST:

CITY OF NEW PORT RICHEY, FLORIDA

BY: _____
Judy Meyers, CMC, as City Clerk

BY: _____
Robert Marlowe, as Mayor-Council member

DATE: _____

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: _____
Timothy P. Driscoll, as City Attorney

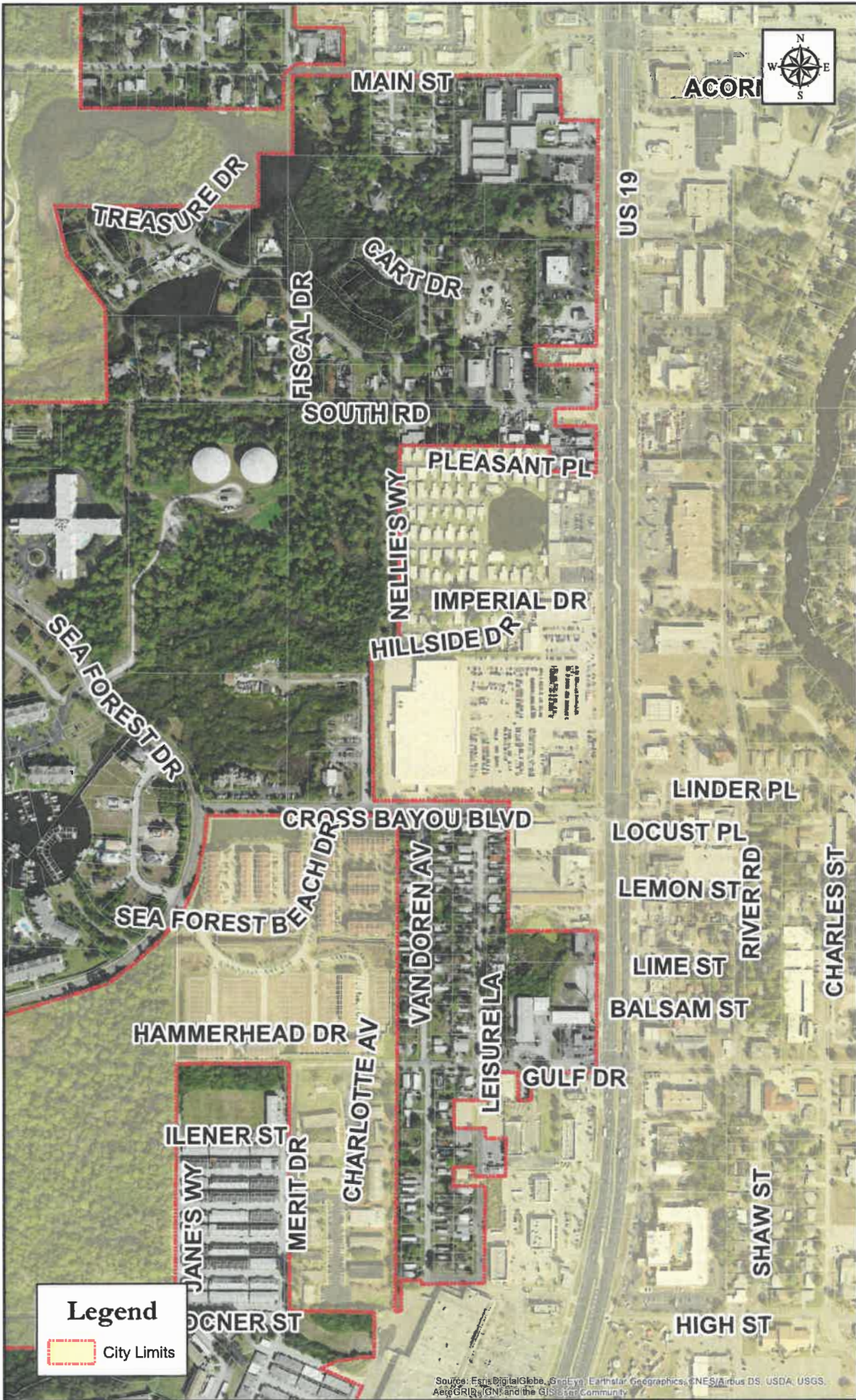


Exhibit "A"



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