



**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  
November 19, 2019  
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 Jeff Starkey, Councilman Chopper Davis, Councilman Peter Altman and Councilman Matt Murphy.

Also in attendance were City Manager Debbie Manns, City Attorney Timothy Driscoll, City Clerk Judy Meyers, Police Chief Kim Bogart, Finance Director Crystal Feast, Fire Chief Chris Fitch, Economic Development Director Charles Rudd, Public Works Director Robert Rivera, Library Director Andi Figart, Parks and Recreation Director Elaine Smith, Technology Solutions Director Bryan Weed and Human Resources Manager Bernie Wharran.

2. Pledge of Allegiance

3. Moment of Silence

4. Approval of November 5, 2019 Work Session and Regular Meeting Minutes

Motion was made to approve the minutes as presented.

Motion made by Jeff Starkey and seconded by Matt Murphy. The Motion Passed. 5-0. Ayes: Altman, Davis, Marlowe, Murphy, Starkey

5. Proclamation - Small Business Saturday

Mayor Marlowe presented Liz Misemer with the parchment.

6. Presentation by Florida Health Department RE: Tobacco and Vaping

Andrea Daigle and Kayla Jones Willis from the Florida Department of Health made a presentation on tobacco retail licenses.

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

Mayor Marlowe opened the floor for public comment. Marilyn deChant came forward and stated to speak about firearms and mental health funding. She stated last week at her Rotary Club meeting the guest speaker talked about the rise of males using guns to commit suicide. BayCare will be working on a community advocacy program regarding this issue. Don House came forward to speak about the car dealership ordinance that was recently passed. He stated he thought it was discriminatory. He stated that US19 is reflective of what the city is. There are a lot of hard working blue collar people in the city. Jeff Price came forward to speak about the Coalition for the Homeless and the work they are doing. With no one else coming forward for public comment, Mayor Marlowe closed Vox Pop.

8 Consent Agenda

Motion was made to accept the Consent Agenda.

Motion made by Jeff Starkey and seconded by Chopper Davis. The Motion Passed. 5-0. Ayes: Altman, Davis, Marlowe, Murphy, Starkey

a Purchases/Payments for City Council Approval

9 Public Reading of Ordinances

a First Reading, Ordinance No. 2019-2170: Rezoning of 5406 Cotee Rive Drive from R-1 Residential District to R-2 Residential 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 first reading on an ordinance for a rezoning request at 5406 Cotee River Drive. The property is currently zoned R-1 and the applicant is requesting R-2. The applicant would like to divide the property into two parcels to allow for the construction of a second structure. The LDRB voted against the rezoning at its meeting on September 19, 2019 as it would be spot zoning. Upon opening the floor to public comment, Thomas Lloyd came forward and stated that he would like to build a house for his mother on the split parcel. Building an addition on to the current structure would just not look right. He stated there are multi-family zoning on smaller lots than his. The Mayor stated this was a quasi-judicial matter. City Council stated there were no ex-parte communications. With no one else coming forward Mayor Marlowe returned the floor to Council. Councilman Altman and Davis both asked for the square footage of the surrounding lots. City Manager Manns stated Mr. Lloyd's lot was over 13k square feet. Deputy Mayor Starkey stated he was against this as the lot is not big enough for another house and would not be supporting this. Councilman Altman stated there was an attempt to go through the process for accessory housing. He stated it is close to split it. He stated he did not think he could support the request. Mayor Marlowe stated he shares the other Councilmen's concerns. This would be a situation where an ADU would make sense. City Manager Manns stated the process is being reviewed. City Attorney Driscoll stated that the property immediately adjacent and two across the street are similar in size and granting this request would give those property owners incentive to seek rezoning as well. Motion was made to deny the ordinance upon its first reading.

Motion made by Pete Altman and seconded by Jeff Starkey. The Motion Passed. 5-0. Ayes: Altman, Davis, Marlowe, Murphy, Starkey

10 Business Items

a Board Appointments: Linda and Donald Blake, Environmental Committee

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve the appointment of Linda Blake as member and Donald Blake as first alternate member to the City's Environmental Committee. At the request of the Blake's, Mrs. Blake is to be appointed as regular member and Mr. Blake as first alternate member. If approved, their terms will be for two years

and will be up for renewal on November 19, 2021. Upon opening the floor to public comment, John Kane came forward and said he knows the couple and they are both upstanding. He stated they are concerned about the environment. With no one else coming forward Mayor Marlowe returned the floor to Council. Council Altman asked about how the Sunshine Law and how it applies to the applicants. Deputy Mayor Starkey suggested contacting the applicants to see if one would like to serve or both could serve on different committees. Motion was made to table the item.

b Board Re-Appointment: Edward Beckman, Police Pension Board

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve the re-appointment of Edward Beckman to the Police Pension Board. Edward Beckman has been a valued member of the Police Pension Board since 2015. His current term expired as of November 10, 2019 therefore he has submitted his application seeking re-appointment for Council's consideration. If approved, Mr. Beckman's term will be for four years and will be up for renewal on November 19, 2023. Staff has verified that Mr. Beckman meets the requirements set forth in the City's Code to serve on this board. 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 Jeff Starkey and seconded by Chopper Davis. The Motion Passed. 5-0. Ayes: Altman, Davis, Marlowe, Murphy, Starkey

c Board Re-Appointment: Justin Billings, Parks and Recreation Advisory Board

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve the re-appointment of Justin Billings to the Parks and Recreation Advisory Board. Justin Billings has been a valued member of the Parks and Recreation Advisory Board for many years. His current term is due to expire on December 20, 2019 and he has submitted his application seeking re-appointment for Council's consideration. If approved, Mr. Billings' term will be for three years and will be up for renewal on December 20, 2022. Staff has verified that Mr. Billings meets the requirements set forth in the City's Code to serve on this board. Upon opening the floor to public comment, no one came forward therefore Mayor Marlowe returned the floor to Council. Motion was made to approve the item as presented.

Motion made by Chopper Davis and seconded by Matt Murphy. The Motion Passed. 5-0. Ayes: Altman, Davis, Marlowe, Murphy, Starkey

d Board Re-Appointment: Carolyn Marlowe, Parks and Recreation Advisory Board

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve the re-appointment of Carolyn Marlowe to the Parks and Recreation Advisory Board. Carolyn Marlowe has been a valued member of the Parks and Recreation Advisory Board for many years. Her current term is due to expire on December 20, 2019 and she has submitted her application seeking re-appointment for Council's consideration. If approved, Mrs. Marlowe's term will be for three years and will be up for renewal on December 20, 2022. Staff has verified that Mrs. Marlowe meets the requirements set forth in the City's Code to serve on this board. Mayor Marlowe stated that although the City Attorney has confirmed there is no conflict of interest, he would still abstain from voting as Carolyn is his wife. 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 Jeff Starkey. The Motion Passed. 4-0. Ayes: Altman, Davis, Murphy, Starkey Abstain: Marlowe

e Public Hearing, Special Waste Hauling Applications for the 2020 Calendar Year

This item was deferred until the December 3, 2019 City Council meeting.

f Appeal of Order to Demolish - 5937 River Road

City Manager Manns introduced Building Official Marvin Dryden who then presented the item to Council. She stated that this agenda item was an appeal from an Order to Demolish of a commercial structure located at 5937 River Road. The property is in an AE Flood Zone and would be subject to the 50% rule. The initial order was based on the determination that the onsite structure meet the criteria for demolition as set forth in Section 6-185 of the Code. He stated that on September 18, 2019, the structure was inspected and determined that the structure meets criteria for demolition. On October 21, 2019, Mr. Frank Saccone submitted an appeal package with no Substantial Improvement included. When staff completed the package, the Substantial Improvement was at 54%. He was informed that his total was over 50%. Mr. Saccone revised his submittal to demonstrate a significantly reduced improvement value based on a discount provided from the roofing company. Mr. Dryden stated that the total must include the actual value of materials & labor even if donated or discounted. Upon opening the floor to public comment, John Walsh came forward representing the owner. He stated that there was another company who came in to inspect the building this morning. He stated the original estimate was for the entire roof to be repaired. He stated the trusses were found to be sound. He distributed a letter from Livestone Consulting. He stated they would like the opportunity to work with the City to bring the building into compliance. With no one else coming forward therefore Mayor Marlowe returned the floor to Council. Deputy Mayor Starkey stated he gets calls all the time about people living in the building. Mayor Marlowe stated this was a quasi-judicial matter and Council stated there were no ex-parte communications. Deputy Mayor Starkey stated that banking is moving more to electronic means and a large bank building is no longer needed. He stated he would support staff's recommendation for the denial of the appeal. Motion was made to deny the applicant's appeal.

Motion made by Jeff Starkey and seconded by Chopper Davis. The Motion Passed. 5-0. Ayes: Altman, Davis, Marlowe, Murphy, Starkey

g 2019/2020 Street Improvement Project Task Order No. 5565-044 - Engineering Services

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve a task order from the Genesis Group for engineering services in an amount not to exceed \$155,400 for the proposed 2019/2020 Street Improvement Project design, bidding, and construction phases. She then introduced Public Works Director Robert Rivera who presented the roads to be repaired to Council. The streets included in this task order have been identified as being in the worst condition in need of resurfacing or street reconstruction and include Meighan Ct. from Mandy Ln. to Jasmin Dr., Bandura St. from Kerry St. to Rowan Rd., Kentucky Ave. from Madison St. to Davis St., Jasmine Hills Neighborhood, Indiana Ave. from Washington St. to the eastern city limits, George St. from Cecelia Dr. to Gulf Dr. and Hazeldon Estates. Funding for this project is available in the City's current Capital Improvement Program in the Street Improvement Fund. 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, Davis, Marlowe, Murphy, Starkey

h 2019 – Library HVAC System Replacement Project

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve a proposal from Air Mechanical and Service Corporation for the removal and replacement of the Library's HVAC system in an amount not to exceed \$340,900. Mr. Rivera stated that the recommendation for the HVAC system includes the removal and replacement of the existing 1990 air handler, the removal of the existing 2006 55-ton chiller and two (2) pumps, and the installation of a 70 ton chiller and new pumps with variable speed drives. Redundancy for the chiller is accomplished by the incorporating two (2) compressor units and the redundancy for the air handling unit is accomplished by incorporating a two (2) fan system. Finally, the existing control system will

be removed and replaced with a KMC system capable of remote operational adjustments, inter-net alarm setting features, and self-diagnostic capabilities. Funding for this project is available in the current Capital Improvement Program as Penny for Pasco Tax dollars. Upon opening the floor to public comment, no one came forward therefore Mayor Marlowe returned the floor to Council. Motion was made to approve the item as presented.

Motion made by Chopper Davis and seconded by Matt Murphy. The Motion Passed. 5-0. Ayes: Altman, Davis, Marlowe, Murphy, Starkey

i Bid Award - ITB20-003 2019 Gloria Swanson Parking Lot Improvements

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 approve the sole bid submitted by Augustine Construction, Inc. for the 2019 Gloria Swanson Parking Lot Improvements Project in an amount not to exceed \$992,000, The Downtown Parking Implementation Study was presented to City Council at a September 18, 2018. Included in the study were specific capital improvement projects that would increase the available parking. Additional parking near the Hacienda Hotel was an identified as an immediate concern due to the possible grand opening of the hotel. The project will include the addition of 35 parking spaces, landscape, hardscape, paving, streetscape expansion, and lighting. The engineer of record has reviewed the bid documents and has determined that the lump sum bid amount is lower than the engineer's probable cost estimate for the construction project. Upon opening the floor to public comment, Marilyn deChant came forward and asked about the current stone pillar and plaque. City Manager Manns stated that funds could be donated and the plaque updated. With no one else coming forward Mayor Marlowe returned the floor to Council. Councilman Davis asked about the sidewalk and City Manager Manns stated that Mr. Gunderson has reviewed the plans and approves. Councilman Davis stated he would like to move forward with the Historical Society about adding stars to bring in tourists. Deputy Mayor Starkey stated the amount is a lot for the streetscape. Mr. Rivera stated we would do value engineering where we can. Councilman Altman stated we have set this as a priority. He stated the dollars are comparable to what have been spent elsewhere. He would like to discuss the vending licenses in the future. These spaces should remain parking spaces. Motion was made to approve the item as presented.

Motion made by Chopper Davis and seconded by Pete Altman. The Motion Passed. 5-0. Ayes: Altman, Davis, Marlowe, Murphy, Starkey

j Quarterly Cash & Investment Performance Report

City Manager Manns introduced Finance Director Crystal Feast who then presented the item to Council. She stated that the purpose of this agenda item was to approve the Quarterly Cash & Investment Report, as of September 30, 2019. The total checking and investment amount is \$30,399,600. Interest income over the last quarter was \$134,234. The changes in the last quarter were due to the year end close out of projects and expenditures. Upon opening the floor to public comment, no one came forward therefore Mayor Marlowe returned the floor to Council. Councilman Altman asked for the return of the investments.

k Three Minute Report: Public Works

11 Communications

Mayor Marlowe stated he had a meeting about a museum and he would like to have a discussion on it in the future. He received a letter from the WPHS stating they would like some city funding for their operations and he told them it was not in the budget this year but could be addressed during the next budget cycle. He asked Ms. Figart when new books are published how quickly are they available at the Library and she replied that it could be ordered.

Deputy Mayor Starkey congratulated NPRMS on the success of the Wine Stroll. He stated he could

not disagree more with the comments made by Mr. House during Vox Pop. We are working hard to change the image of the city. We are asking property owners to take care of their property. He would like to see the box truck advertising addressed along US 19. He asked about the street lighting on Adams and Mr. Rivera stated they are working on the matter. Deputy Mayor Starkey stated he also met with the people for the museum and he would like to have a work session so they could present their plan and see if we could work together.

Councilman Davis stated he also attended the FLC Legislative Conference. He thanked those who watch from the meetings from home. He stated the Wine Stroll was an excellent program.

Councilman Altman gave each of the Council members a package of paper straws from the Resiliency Committee. There is an event in January they are hosting.

Councilman Murphy stated he attended the FLC Legislative Conference and would pass along items to the City Manager to be forwarded on to the other members of Council.

12 Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 8:49 p.m.

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

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

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



11/5/2019

#DR102319.1

## Proposal

**ITEM 10H  
ATTACHMENT**

Tuesday, November 05, 2019

Job Location: New Port Richey Public Library  
5939 Main St.  
New Port Richey, FL 34652

To whom it may concern:

In accordance with ITB #17-012 for HVAC Preventative Maintenance Contract terms and conditions, we are pleased to provide this scope of work and budgetary pricing for the replacement of a Carrier Aqua Snap Chiller m/n 30RAN055-511KA s/n 0706Q05186 and the associated chilled water air handler unit #4 (CHW AHU) m/n 39E036 s/n 4290T27943, with a 72.3 ton net cooling capacity York Chiller m/n YLAA0070SE17XFBBXTX and matching CHW AHU m/n XTI-78x108, located at the New Port Richey Public Library, located at 5939 Main St, New Port Richey. The following is a scope of work, based on the "Library HVAC Scope & Design" and blueprints by McKrim & Creed, project #07788-0001 with no revisions listed, provided to AMSCO by the City of New Port Richey. Our proposal is divided into five descriptive sections- labor, equipment (submittals provided with proposal), electrical, controls and engineering, with a breakdown of costs, as follows:

### **CHILLER & CHW AHU REPLACEMENT SCOPE**

- Furnish regular hours labor & rental crane, mobilize labor per schedule with city staff Disconnect all controls
- Remove existing chiller and AHU equipment & dispose
- Demo exiting supply air ductwork, OSA plenum, and OSA duct heater located in penthouse and dispose
- Install one replacement York chiller m/n YLAA0070SE17XFBBXTX
- Add additional steel supports to carry the new chiller and buffer tank – (Engineering by others)
- Install one replacement York CHW AHU #4, m/n XTI-78x108
- Install new thermal buffer tank and related piping to existing chilled water loop and insulate as required
- Modify and reconnect chiller to existing chilled water piping and accessories
- Install new Chilled Water 3-way Control Valve at AHU
- Disassembly & reassembly of new CHW AHU with manufacturers guidance
- Connect AHU to existing chilled water and condensate piping and reinsulate as required
- Install new sheet metal supply an OSA plenum in penthouse and insulate as required
- Install new OSA duct heater
- Flush and clean chilled water loop and add new water treatment chemicals
- Perform T&B of new chiller and AHU (T&B of ductwork and air terminals not included)
- Provide startup, permit, permit inspection

- Continued page 2



11/5/2019

#DR102319.1

## Proposal

### EQUIPMENT (see submittals provided with this proposal)

- Provide one replacement York chiller m/n YLAA0070SE17XFBBXTX
- Provide one replacement York CHW AHU #4, m/n XTI-78x108
- Provide new chilled water buffer tank (submittal not included)
- (2) ABB 20 HP VFD's w/ bypass
- (2) 5 Hp chilled water pumps
- (1) Replacement Air Separator
- (1) Replacement Expansion Tank
- (1) Replacement PRV Station

### ELECTRICAL

- New Panel and breakers in penthouse for chiller and associated equipment
- Demo existing chiller feeder
- Run new wire for chiller
- Demo existing wiring and conduit for existing chiller, air handling unit & VFD's
- Run circuit for new air handler
- Run new circuit for heater
- Run new circuit for VFD's
- Run new circuit for service GFCI and heat trace.

### CONTROLS

Install a **KMC system** in accordance with plans and specifications provided, including temperature controls as follows:

#### **CHW Air Handler #4- Variable Volume (Qty:1)**

Furnish and install (1) KMC panel at each AHU for control of:

- Fan Start Stop
- Fan Status
- Outside Air Damper Actuator
- Supply Duct Temperature Sensor
- Cold Deck Temperature Sensor
- Return Air Temp/Humidity Sensor
- Outside Air Temp/Humidity Sensor
- Static Pressure Sensor
- Hi-Static Sensor
- Air Measuring Station (**Qty: 1, furnished and installed by ABC**)
- Chilled Water Valve (**Qty: 1, furnished by ABC and installed by others**)
- Interlock Exhaust Fan (**Qty:1**)

- Continued page 3



11/5/2019

#DR102319.1

## Proposal

### 2. Chiller (Qty: 1)

Furnish and install (1) KMC panel for the Chiller for control of:

- BacNet Interface for all allowable points
- CHWS Temperature Sensor
- CHWR Temperature Sensor

### 3. Power Meter (Qty: 1)

Furnish and install interface wiring for monitoring of (1) Power Meter

## ENGINEERING

To provide Mechanical, Electrical and Structural engineering services for the chiller and air handler replacement at the New Port Richey Public Library. The general scope is as follows:

- Provide mechanical and electrical design for the removal of the existing 55 Ton air cooled chiller, associated pumps and air handler and replace with a new 70 Ton air cooled chiller, associated pumps and 70 Ton air handler
- Incorporate new chilled water buffer tank for proper chiller performance.
- Redesign the chilled water piping routing and accessories to accommodate new chiller, air handler and buffer tank. The majority of the existing chilled water pipe to remain for reuse due to the change in the chilled water Delta T from 10oF to 15oF.
- Redesign supply duct within the penthouse to accommodate new air handler.
- Redesign condensate disposal to meet code requirements (i.e. sanitary floor drain not allowed in plenum).
- Provide new electrical design as required for new chiller, pumps and air handler.
- Replace existing AHU VFD with two (2) VFDs for AHU control.
- Provide Structural design for the modifications to the existing structure to accommodate new chiller, pumps and new buffer tank.
- Provide new KMC controls for new chiller, AHU and pumps.

General services shall include the following:

- Pre-design site visit to determine existing conditions and building/systems layout.
- Develop CAD drawings of the specific areas within the scope of this project.
- Prepare and submit signed & sealed Mechanical, Electrical and Structural documents including Florida Energy Efficiency Code report for permitting and construction.
- Construction Administration to include:
  - Submittal/Shop Drawing review.
  - Office based responses to RFIs.
  - Two (2) Mechanical, Electrical and Structural site visits (i.e. substantial inspection & final inspection).

- Continued page 4



11/5/2019

#DR102319.1

## Proposal

**The following is a breakdown of budgetary costs for the scope of work in this proposal:**

|   |                       |
|---|-----------------------|
| <b>York Chiller, CHW AHU (1)</b>  | \$ 80,067.00          |
| Piping, fittings, buffer tank, pumps, ductwork, chiller supports, insulation, wrap, VFD's, permit | \$ 78,707.00          |
| Engineering   | \$ 48,195.00          |
| Electrical  | \$ 43,613.00          |
| Mechanical Labor / 915 x 42.00  | \$ 38,430.00          |
| Controls  | \$ 32,647.00          |
| Shipping, handling  | \$ 12,446.00          |
| Crane Service   | \$ 1,795.00           |
| Payment/Performance Bond  | \$ 5,000.00           |
| <b>Total for job including labor and materials (see exclusions):</b>                              | <b>\$ 340,900.00*</b> |

**\* - Payment terms: Total Engineering costs plus 50% of remaining project award to be paid upon order, 40% of remaining costs to be paid upon completion, final 10% to be paid upon passed permit inspection.**

Excluded:

- 1/ Any work related to existing electrical infrastructure below roof line, ductwork below roof line (phase 2)
- 2/ Any work not specified in this proposal

Notes: 1/ AMSCO will schedule a pre-construction meeting with the City of New Port Richey maintenance staff and management to coordinate all aspects of project 2/ AMSCO will provide a One (1) year parts and labor warranty on installation with a five-year part warranty on compressors. 3/ Notice of Commencement and Notice to Owner will be required for this project. Please note that the Florida Building Code may restrict signatories on all notarized documents required for permitting purposes.

Please let me know if you have any questions regarding this proposal.

Sincerely,

David Ruby, Account Manager, AMSCO



**Carrier Corporation**  
 5405 Cypress Center Dr. Suite 240  
 Tampa, FL 33609  
 (P)  
 (F)  
 carrier.com/commercial

## EQUIPMENT QUOTATION

|  |                                     |
|--|-------------------------------------|
| <b>Job Name:</b> New Port Richey Library       | <b>Quote Date:</b> 10/23/2019       |
| <b>Job Location:</b> NPR , FL                  | <b>Quote Number:</b> CD19-028 rev 2 |
| <b>Engineer:</b>                               | <b>Addenda Reviewed:</b>            |
| <b>Attention:</b> David Ruby                   | <b>Phone Number:</b>                |
| <b>Customer:</b> AIR MECHANICAL & SERVICE CORP | <b>Fax Number:</b>                  |

We at Carrier are pleased to quote the following equipment for the above referenced project in accordance with attached terms and conditions.

| Mark For | Qty | Model Number | Description  |
|----------|-----|--------------|--|
| CH-1     | 1   | 30RAP07055   | A/C Rotary Scroll Chiller 70 Tons Cooling 208/230-3-60<br>♦ Copper tube, aluminum fin condenser coil with factory baked and dipped E-Coating<br>♦ Low Sound Package<br>♦ Bacnet Communications Board<br>♦ Non-fused Disconnect<br>♦ Factory startup and one year parts and labor warranty  |
| AHU-1    | 1   | 39M-50W      | Modular central station AHU, Double Wall<br>♦ Angle filter section with one set of 2" MERV 8 filters<br>♦ Chilled water cooling coil with stainless steel casings and non ferrous headers<br>♦ Stainless Steel Drain pan<br>♦ Dual direct drive plenum fans with internal isolation and blankoff plate<br>♦ Shipped in sections for assembly in the room by contractor<br>♦ One year parts only warranty |

**Total Price, FOB Factory, freight allowed, is \$71,206.00**  
**Deduct for microchannel, e-coated condenser coil is < \$ 4,450>**  
**Add for 2<sup>nd</sup>-5<sup>th</sup> year compressor parts only warranty is \$991**

**QUOTATION NOTES:**

**Note:**

- 1<sup>st</sup> year warranty (one (1) year from start-up or eighteen (18) months from date of shipment, whichever comes first) unless specified otherwise in this proposal.

**The following items are NOT included with the equipment identified above:**

- Installation, rigging, carting.
- Equipment base/pad and anchor bolts.
- Buffer tank or pumps.
- Oa/ra dampers or mixing section.
- Controls, airflow monitor station.
- Variable frequency drives.
- Any piping or accessories except as noted elsewhere in this proposal.
- Electrical work including AHU starter or disconnect, power and control wiring except as noted elsewhere in this proposal.
- All instrumentation mounted in field piping.

**SPECIAL NOTES:**

1. Above price is firm and will remain in effect for 30 days.
1. No taxes, permits, start-up, and or service are included in above proposal unless otherwise noted.

2. Compliance to local codes neither guaranteed nor implied.
3. All orders subject to credit acceptance by Carrier Management.
4. Equipment is manufactured under strict Carrier Corporation manufacturing standards and in compliance with the National Electric Code.
5. Carrier does not accept and will not be held liable for any flow down requirements from the owner or any higher tier contractor unless specifically agreed to in writing.
6. Holiday or weekend work required on Carrier start-ups is not included in the above proposal unless otherwise noted.
7. Any work or material furnished at Carrier's expense, must have written authorization and approval from Carrier prior to furnishing such service or materials. Immediately upon completion of such work, the approved price shall be invoiced for immediate processing of a credit memo and applied to your account. Deductions from our invoices or back charges for unauthorized work or materials will not be accepted.
8. In the event this quotation is in support, either directly or indirectly, of a U.S. Government funded procurement (either partially or fully), please note that Carrier's quotation and any subsequent award shall be contingent upon the acceptance of Item 19 U.S. Government Procurements as noted herein under CARRIER CORPORATION TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE.

We appreciate your consideration of this quotation and would like to thank you for your interest in Carrier products and services. Should you have any questions concerning the above quotation, please feel free to contact me personally.

**Sincerely,  
Carrier Direct Sales**

**Cindy Dickerson**  
Commercial Sales Manager  
Carrier Corporation  
5405 Cypress Center Dr. Suite 240  
Tampa, FL 33609  
[cindy.dickerson@carrier.utc.com](mailto:cindy.dickerson@carrier.utc.com)  
727-423-0735 - (DID)  
860-660-8105 - (eFax)

**CARRIER CORPORATION**  
**TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE**

**1. PAYMENT AND TAXES-** Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall also pay Carrier any taxes or government charges arising from this Agreement.

**2. EXTRAS-** Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.

**3. RETURNS-** No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

**4. SHIPMENT-** All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

**5. PARTIAL SHIPMENT-** Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.

**6. DELAYS-** In the event Carrier is delayed in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties, Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay and Carrier shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume production.

**7. WARRANTY-** Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**8. WORKING HOURS-** All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

**9. ADDITIONAL SERVICE-** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.

**10. CUSTOMER RESPONSIBILITIES (Service Contracts only) –** Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

**11. EXCLUSIONS-** Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

**12. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) –** Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

**13. PROPRIETARY RIGHTS (Service Contracts only)-** During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

**14. LIMITATION OF LIABILITY-** Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Carrier shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Carrier's negligent acts or omissions directly contributed to such injury or property damage. Carrier's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Carrier under this Agreement.

**15. CANCELLATION-** Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

**16. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE –** Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

**17. CARRIER TERMINATION –** Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

**18. CLAIMS-** Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

**19. U.S. GOVERNMENT PROCUREMENTS-** The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

**20. HAZARDOUS MATERIALS-** Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

**21. WASTE DISPOSAL -** Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

**22. SUPERSEDED, ASSIGNMENT AND MODIFICATION-** This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

**23. CUSTOMER CONSENT-** Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

**24. FOR WORK BEING PERFORMED IN CALIFORNIA:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

|                           |   |  |
|---------------------------|---|--|
| <b>Accepted By:</b> _____ | <b>Quote Date:</b> 10/23/2019                   |  |
| <b>Name:</b> _____        | <b>Quote Number:</b> CD19-028 rev 2             |  |
| <b>Title:</b> _____       | <b>PO Number:</b> _____                         |  |
| <b>Company:</b> _____     | <b>Job Name:</b> New Port Richey Library        |  |
| <b>Date:</b> _____        | <b>Total Sell Price (Excl Tax):</b> \$per above |  |

DATE: October 22, 2019

PROPOSAL TO: Air Mechanical, Inc.  
Attn: David Ruby  
Sent via e-mail

SUBJECT: New Port Richey Library

Gentlemen:

We are pleased to offer the following equipment per our attached terms and conditions and the attached terms and conditions of the manufacturer; F.O.B. factory, net 30 days, terms subject to credit approval; sales tax is not included in the pricing. The billing will be by The Manufacturer Price is valid for 30 days only.

### **AIR COOLED SCROLL CHILLER**

Furnish (1) YORK Air Cooled Scroll Chiller. Units are wired for 208/3Ø current characteristics and factory assembled with the following features and accessories:

- **Single point power connection with circuit breaker disconnect**
- MicroComputer Control Center - features factory-mounted, wired, and tested controls, enclosed in a NEMA 3R/12 cabinet, data display will be LCD with back lighting.
- BACnet communications interface card
- Power Panel - each panel will contain:
  - Compressor power terminals International Electrotechnical Commission style
  - Compressor motor general purpose starting contractors per I.E.C
  - Current transformer sensing on each compressor power source
- ACL compressor contacts
- Control power transformer
- Accessible hermetic compressors mounted on resilient pad-type isolation
- **Suction and discharge service valves**
- Direct expansion plate frame evaporator with **1-1/2" flexible closed cell foam insulation**
- Air Cooled Condenser with microchannel construction and **factory dipped corrosion protection coating**
- **Wire / Louvered enclosure over condenser coils**
- Neoprene vibration isolators (ships loose for field installation)
- Low sound condenser fan motors with variable speed drives factory installed
- Startup supervision by manufacturer's factory trained technician
- **Neoprene vibration isolation pads**
- Manufacturer's five year parts, labor and refrigerant warranty

NOT INCLUDED: External controls, **pumps**, expansion tank, **buffer tank**, air separator, controls wiring, maintenance, service, setting, piping, **after hours startup**, or any other accessories not noted within.

**CENTRAL STATION AIR HANDLING UNIT**

(1) JCI SOLUTION INDOOR CENTRAL STATION AIR HANDLING UNIT, complete with:

- 460/3Ø Electrical service
- **6-inch unit base rail factory installed with lifting lugs**
- Double wall, galvanized steel construction with L/240 panel deflection designed to handle up to 8” w.g. static pressure
- 2’ thick Foam insulation with minimum thermal conductivity of R=13
- **Angled filter section with 2” MERV-8 pre-filters and 1 spare set (2 sets total)**
- Drainable chilled water cooling coil constructed of copper tubes and aluminum fins with seamless copper tube headers rated per ARI 410
- Stainless steel drain pan, coil casings, and coil supports
- **Dual direct drive airfoil plenum fan segment with 2” spring vibration isolation, shaft grounding rings,**
- Sound ratings of entire unit per ARI-260 and AMCA 210 pure tone qualified to 50HZ
- ETL listed for product safety, ASHRAE 90.1 compliant, ASHRAE 62, ISO Quality Certification
- **Hinged Access doors with thermal break construction downstream of cooling coil and factory test ports installed**
- Manufacturer’s first year parts only warranty not to exceed 18 months from date of shipment

NOT INCLUDED: Disconnects, controls, wiring, dampers, actuators, smoke detectors, transducer, valves, piping, installation, rigging, breakdown or re-assembly, field testing, or any other accessories not noted

**TOTAL PRICE, F.O.B. FACTORY, FREIGHT ALLOWED ..... \$85,067.00 plus tax**

**Note: Chiller lead times are currently 8 weeks to ship. Please allow 1 week for delivery. AHU Lead times are currently 10 weeks to ship. Please allow 1 week for delivery.**

**Deduct to provide First Year Parts, Labor, and Refrigerant Warranty with Extended Four Year Compressor parts only warranty for Chiller ..... <5,169.00>**

BY: \_\_\_\_\_  
*Joseph R. Cox*

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_ P.O. \_\_\_\_\_

## Terms & Conditions

1. No sales or use tax is included unless specifically stated.
2. The Scope of Work defines and limits our services for this project. If you have any questions please let us know. Slade Ross, Inc. wants to have a clear understanding Scope of Work and related terms before any work commences. Any change orders or supplemental work must be in writing and signed by Client and an officer of Slade Ross, Inc.
3. All materials are sold F.O.B. shipping point and the shipment becomes the property of the purchaser when accepted by the carrier. Consignee (purchaser) is responsible for handling all damage claims against carrier. Upon delivery of any materials or supplies, ordered by Slade Ross, Inc., to the project location, the risk of loss or damage passes immediately to the Client and Slade Ross, Inc. assumes no responsibility. The Client represents that there is sufficient insurance coverage to cover such risk of loss and that Slade Ross, Inc. will be the loss payee for any claim of loss until title passes to the Client. Title to any such materials will pass to the Client only after the final payment for all invoices has been made to Slade Ross, Inc. This paragraph does not apply to any Client supplied materials, which shall remain as Client's risk of loss or damage.
4. Any additional work performed or upgrade of materials, including any special orders or other purchases made beyond the original scope of work of this project will be invoiced upon authorization by the Client and shall be in writing signed by the Client and Slade Ross, Inc.
5. Slade Ross, Inc. will give the Client a reasonable opportunity to review and inspect the work and materials ("work") provided to the Client. By accepting any goods delivered to the Client, Client acknowledges that such work is in accordance with the Scope of Work and otherwise conforming as defined under Fla. Stat. §§672.001 et seq. In the event the Client rejects any work, such rejection must be in writing and delivered to Slade Ross, Inc. within three (3) days of completion of the work or any phase of work, specifying the reason for rejection; otherwise the rejection is invalid. Slade Ross, Inc. wants the Client to be completely satisfied and will work to see that all work and materials meet with Client's approval.
6. The Client releases and holds harmless Slade Ross, Inc. from any and all claims for any damages to persons or property directly or indirectly caused by or related to (1) any delays in delivery or shipment of any materials, (2) any damage to materials in delivery or shipment, and (3) any defect in the design or manufacture of any materials or work, including any latent defects or hazards.
7. Unless otherwise noted, the Client has not advised Slade Ross, Inc. of any known, hidden, or latent hazards, dangers or defects existing on or at the project location. Any known, hidden, or latent hazards, dangers or defects existing on or at the project location must be disclosed to Slade Ross, Inc. in writing before work begins.
8. **Any warranties related to any materials are by the original seller or manufacturer and any such warranties are transferred to the Client along with the title to the materials. Slade Ross, Inc. makes no express or implied warranties as to any of the work or materials and specifically excludes any such warranty as to the merchantability or fitness of any work or materials. There are no warranties that extend beyond the face hereof.**
9. Your acceptance of this Project Quote and Scope of Work creates a binding contract ("Agreement") with Slade Ross, Inc.. This Agreement contains the entire understanding of the Client and Slade Ross, Inc. as to the scope of work for this project, and is made without reliance upon any oral or written promise, warranty or representation not specifically stated within this Agreement. This Agreement can only be changed or modified in writing and signed by both parties.
10. This Agreement shall be interpreted under the laws of Florida. Slade Ross, Inc. and Client agree that any dispute arising out of this Agreement shall be brought in the exclusive venue of Hillsborough County, Florida, before the court of appropriate jurisdiction. If any part of this Agreement is determined to be invalid, it shall not invalidate the entirety of the Agreement, but shall be severable.
11. All invoices are due upon receipt and incorporate these Terms & Conditions. Any invoice remaining unpaid after ten (30) days will accrue interest at the rate of 18% per annum, or the maximum allowable interest rate under law, whichever is greater. In the event collection efforts are required to secure payment of any invoice, Slade Ross, Inc. is entitled to recover all such collection costs, including court costs and a reasonable attorney's fee and paralegal fee through trial and any appeals. Client acknowledges that, in addition to any other remedies at law or in equity, Slade Ross, Inc. may recover any unpaid materials or work from Client by an action for replevin and that Slade Ross, Inc. is entitled to record and enforce its rights as a lienor pursuant to Fla. Stat. §§731.001 et seq.  
Replacement parts sales: If prior credit is established invoices must be paid in full upon receipt of invoice otherwise replacement parts are cash in advance or COD. Retainages are not permitted under any circumstances.
12. Notice of intent to lien will be filed (with no reflection on credit rating) as required by law.



October 24, 2019

**2 PAGES TOTAL**

To: David Ruby – AMSCO; CC: Tom Barton - AMSCO

Re: N.P. Richey Library

We are pleased to offer the following equipment and services for the above project.

**CH-1** (72.7 Tons)

(1) Quantech QTC3 package air-cooled chiller complete with:

- R-410A Refrigerant full charge; 208/3/60 voltage; cUL/cETL Listing
- Single Point power connection with non-fused disconnect
- Multiple scroll compressor; dual refrigerant circuits; each circuit includes: liquid line shutoff valve with charging port, pressure relief device, filter-drier, solenoid valve, sight glass with moisture indicator, TXV, insulated suction line and suction pressure transducer.
- Head pressure control via condenser fan cycling. Low Sound Fans
- DDC including BACnet/Modbus/N2 (Native)
- Control transformer
- Service Isolation Valves
- (1) Flow Switch (150 psig Evaporator)
- Louvers on condenser coil section
- 1 Year Parts & **Labor\*** Warranty complete unit: from startup date
- 2-5<sup>th</sup> year compressor Parts only warranty

***\*Startup must be by Authorized Contractor Partner tech to get 1<sup>st</sup> year labor warranty.***

Items not included:

- Condenser or cabinet coating
- Any other hydronic components NOT listed above
- **Startup (to be provided by AMSCO)**

**AHU-1**

(1) Klimor EVO series indoor air handling unit. Unit will ship in (1) piece with demounts/splits at each section. Also included are:

- Double-wall construction with 2" R-13 foam insulation, solid Magnellis coated inner and exterior panels. Coating is rated for 6,000 hours salt spray test.
- 5" base rail with 2" R-13 foam insulation in floor; Magnellis coated inner floors
- Multiple (4) direct drive SWSI fans with premium efficiency motors, **90% redundancy with (1) failed fan.**
- Single point fan power connection with disconnect.
- CHW coil with 1/2" diameter copper tubes, **stainless steel casing** and copper headers. Max 10 fins/inch. Double-wall, insulated, sloped drain pan with 304 stainless steel liner
- Prefilter section with (1) set of 2" MERV 8 media and mounted magnahelic gauge
- Demounts/splits as shown
- 2-year Parts only warranty



**Tom Barrow Co.**  
DELIVERING HVAC SOLUTIONS

7004 Benjamin Rd, Suite 106 Tampa FL 33634 Ph: 813-888-9000 Fax: 813-882-0130

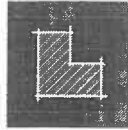
Items not included:

- Controls, valves or damper actuators
- Any labor to dis- or re-assemble the unit
- UV lights
- VFD's or electrical starters

**TOTAL PRICE..... \$63,900.00**  
**ADD:Condenser Coil Coating on CH-1.....+\$ 1,700.00**  
**Lead time.....10 Weeks + Ship Time After Release**

The above prices are F.O.B. factory, freight allowed. No taxes are included. This offer is valid for 45 days. Subject to Tom Barrow Co. Inc. Terms & Conditions of Sale.

James M. Barber



**LIVESTONE  
CONSULTING**

City of New Port Richey City Council  
5919 Main Street,  
New Port Richey, FL 34652

11/19/19

Re: Appeal of Order to Demolish - 5937 River Road

Honorable Council Member,

My name is Gil Livingstone, I am a forensic architect practicing in the Tampa Bay region. On 11/19/19, at approximately 10:30 am, I examined the building at 5937 River Road. While I agree with the assessment that the roof of the structure should be repaired, there is no valid reason to demolish the building. Following my examination, I concluded that the listed criteria below do not apply to the structure in its existing state.

Section 6-185(3) – The structure, or a portion thereof, as a result of decay, deterioration, or dilapidation is likely to fully or partially collapse.

**That is incorrect. The truss system of the structure has been found to be sound by Basic engineering. Additionally, while the ceiling system does require repair, it is in no danger of collapse.**

Section 6-185(4) – The condition of the structure, or a portion thereof, poses an immediate threat to life or property by fire or other causes.

**Again, that is incorrect. The structure, as is (prior to any repair work being done) is not a threat to life or property. There are no bare wires or other dangerous building elements exposed.**

The value of the materials and labor to repair the building, as detailed by Mr. Saccone is correct. The work is not being donated, and if it is discounted, then that is simply an indication of what the work is really worth, as it is what the market is presently offering. As for the ceiling repairs; they should cost about \$1,500.00. Any work following the completion of the roof and ceiling is purely cosmetic. It does not fall within the FEMA jurisdiction or within staff discretion with regards to life safety.

Should you have any questions or concerns, please do not hesitate to contact me.

Best regards,

Gilad Livingstone, AIA, LEED AP, NCARB, AAWE  
Principal, AR94331, ID5449



**APPOINTED OFFICERS (continued)**

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

**IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:**

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

**DISCLOSURE OF LOCAL OFFICER'S INTEREST**

I, ROBERT MARLOWE, hereby disclose that on NOVEMBER 19, 20 19 :

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, \_\_\_\_\_ ;
- inured to the special gain or loss of my relative, Carolyn Marlowe ;
- inured to the special gain or loss of \_\_\_\_\_, by whom I am retained; or
- inured to the special gain or loss of \_\_\_\_\_, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Item 10-D  
Carolyn Marlowe Re-appointments to P+R Advisory Board

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

11/20/19  
Date Filed

Robert Marlowe  
Signature

**NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.**