



CITY COUNCIL REGULAR MEETING
CITY OF NEW PORT RICHEY
NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA
June 20, 2017
7:00 PM

AGENDA

ANY PERSON DESIRING TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL, WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE LAW DOES NOT REQUIRE THE CITY CLERK TO TRANSCRIBE VERBATIM MINUTES; THEREFORE, THE APPLICANT MUST MAKE THE NECESSARY ARRANGEMENTS WITH A PRIVATE REPORTER (OR PRIVATE REPORTING FIRM) AND BEAR THE RESULTING EXPENSE (F.S.286.0105)

ORDER OF
BUSINESS

1. Call to Order – Roll Call
2. Pledge of Allegiance
3. Moment of Silence
4. Approval of May 23, 2017 and May 31, 2017 Work Session Minutes and June 6, 2017 Regular Meeting Minutes Page 3
5. Presentation by Kimley-Horn and Associates, Inc. RE: James E. Grey Preserve
6. Vox Pop for Items Not Listed on the Agenda or Listed on Consent Agenda
7. Consent Agenda
- a. Purchases/Payments for City Council Approval Page 16
8. Public Reading of Ordinances
- a. First Reading, Ordinance No. 2017-2114 Amending Section 23-46 to Remove Circle Blvd. from One-Way Street Listing Page 18
9. Business Items

a.	Seawall Condition Assessment Report – Consideration for Approval	Page 22
b.	Second Amended Interlocal Agreement - School Impact Fees	Page 86
c.	Approval of Assessment Rate Studies & Rates	Page 135
d.	Resolution 2017-20 - Imposing & Assessing Cost of Abatement and Removal of Unsafe Structure at 6829 Garden Drive	Page 171
e.	Request to Contribute and Participate in Crime Stoppers of Tampa Bay Gun Bounty Program	Page 217
f.	Ratification of the Police Union Contract	Page 218
g.	Two Year Contract Extension with American Traffic Solutions for the City's Intersection Safety Program	Page 263
h.	Three Minute Report: Public Works Department	

10. Communications

11. Adjournment

Agendas may be viewed on the City's website: www.citynpr.org. This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990 and Section 286.26, Florida Statutes, all persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk, 727-853-1024, not later than four days prior to said proceeding.



NEW PORT RICHEY

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

TO: City of New Port Richey City Council
FROM: Judy Meyers, City Clerk
DATE: 6/20/2017
RE: Approval of May 23, 2017 and May 31, 2017 Work Session Minutes and June 6, 2017 Regular Meeting Minutes

REQUEST:

The request is for City Council to approve the minutes from the May 23, 2017 and May 31, 2017 work sessions and the minutes from the June 6, 2017 regular City Council meeting.

DISCUSSION:

City Council conducted a work session on May 23, 2017 to discuss revisions to the City's Strategic Plan and a work session on May 31, 2017 to continue its discussion regarding medical cannabis. The minutes from those two work sessions are attached for Council's review and approval.

City Council met for its regularly scheduled meeting on June 6, 2017. The minutes from that meeting are also attached for review and approval.

RECOMMENDATION:

Staff recommends that City Council approve the minutes from the the May 23, 2017 and May 31, 2017 work sessions and the minutes from the June 6, 2017 regular City Council meeting as submitted.

BUDGET/FISCAL IMPACT:

No funding is required for this item.

ATTACHMENTS:

Description	Type
☐ May 23, 2017 Work Session Minutes	Backup Material
☐ May 31, 2017 Work Session Minutes	Backup Material
☐ June 6, 2017 Regular Meeting Minutes	Backup Material



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

NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS

5919 MAIN STREET, NEW PORT RICHEY, FLORIDA

May 23, 2017

5:00 PM

ORDER OF
BUSINESS

1 **Call to Order - Roll Call**

The meeting was called to order by Mayor Rob Marlowe at 5:00 pm. Those in attendance were, Deputy Mayor Jeff Starkey, Councilman Bill Phillips, Councilwoman Judy DeBella Thomas and Councilman Chopper Davis.

Also in attendance were City Manager Debbie Manns, City Clerk Judy Meyers, Chief of Police Kim Bogart, Technology Solutions Director Bryan Weed, and Assistant to the City Manager Martin Murphy.

DISCUSSION ITEMS

2 **Strategic Planning Session - Page 2**

City Manager Manns introduced the item to Council. She stated that the purpose of the work session was to discuss the revisions to the Strategic Plan draft. She then introduced John Streitmatter with LRI who then made a presentation to Council.

Mr. Streitmatter began his presentation by stating that the last time they met there were eight goals that were identified. He then reviewed the progress update on the strategic plan. He highlighted the objectives, goals and how they would be measured. Mr. Streitmatter stated the objectives were to mobilize reinvestment, grow the tax base, develop community mindset, improve the image of the city, develop partnerships, communicate effectively, continue community policing improvements and invest in infrastructure. Each objective was given a color of green, yellow or red. The green items were mobilize reinvestment, grow the tax base, develop partnerships, communicate effectively and continue community policing improvements. Yellow items were develop community mindset, improve the image of the city and invest in infrastructure. City Manager Manns stated that the image category was marked yellow because there are items in that category that are still being worked on at the department head level on a regular basis.

Mr. Streitmatter then asked for Council's thoughts on the objectives. Deputy Mayor Starkey stated he has always focused on customer service. He stated that there are different standards and service levels. He stated that work still needs to be done on the city's relationship with the county and school board. Mayor Marlowe stated that the hotel management group he sat in on acknowledged the work the city has done. He stated that there is still work to be done. Mayor Marlowe stated to look at building an education center in the new part of the Grey Preserve of how the Cotee River changes from the point of origin to the gulf. Councilwoman DeBella Thomas stated to partner with the Boy and Girl Scouts. Mayor Marlowe also stated coordinating with the City of Port Richey regarding the multi-use paths. City Manager Manns also suggested partnering with local real estate groups.

In regards to communicating effectively, Mayor Marlowe stated that the library's website is not mobile friendly. He suggested having Technology Solutions look into tying all of them together to the city's website. Councilwoman DeBella Thomas stated that developing the brand of the city is marketing. We seem to be out of step with the community. She stated we don't have a brand or nickname with its presence on social media. What is it that we want to create our city to be? We are a vibrant city on the river that has amazing opportunities. Instilling pride and ownership in our city involves communication with residents. Councilman Phillips stated he would review the video of the meeting and provide his comments at a later date. He stated when there is this much time in between it takes some time to get up to speed. Branding wise never really determined where we want to be in the end game. Have not spent a lot of time addressing the elements over the last five months.

Mr. Streitmatter asked for each of the eight objectives were there any changes in direction we need to make and are there any adds or deletes from the objectives. Mr. Streitmatter then discussed each objective in detail. Under mobilize reinvestment. Deputy Mayor Starkey stated he hears over and over again that there is no parking. Need to direct people to the city parking lots. Councilwoman DeBella Thomas stated the parking issue is something that needs to be addressed. Mayor Marlowe stated there are multiple solutions and if a parking garage is the solution then we need to get moving on it.

Deputy Mayor Starkey stated he still wants to have a work session with event organizers and businesses in the downtown to ensure that Sims Park is not being rented out like a fair ground. Want to make sure doing the best for the city. Focus on better quality smaller scale events. Mayor Marlowe stated there was extensive discussion at the hospitality management meeting. Councilwoman DeBella Thomas stated the need for playing into a more youthful marketing. Do more on the street activities that add to the quality of life.

Discussion then moved to the next objective of growing the tax base. Deputy Mayor Starkey stated annexation should head west. Mayor Marlowe stated that looking at the east would be good as well. Deputy Mayor Starkey stated that we have more frontage on US19 however new businesses seem to be being built in Port Richey and areas to the south. We cannot grow businesses while there are extended stay hotels. Going to try to improve the corridor the extended hotels have to go. Haven for criminal activity. Mayor Marlowe stated that nice buildings and businesses are the exception instead of the rule from the area of Main Street up to the bridge.

In regards to developing community mindset, Councilwoman DeBella Thomas stated that there are wonderful things being done on a daily basis and suggested partnering with My Network 1 to help get the word out. Getting to know employees helps to connect to the community. Deputy

Mayor Starkey stated to reach out to the media they are always looking for a good news story.

Mayor Marlowe stated he was on an e-mail hit list for a community trying to go all green, One thing led to another and a trip was made to Marchman to tour their solar equipment. Not economically viable yet but soon. Parcels in the city we cannot do anything with and perhaps solar panels would be constructed and then energy sold to Duke Energy. The exposure that the city got in the Tampa Bay Times on urban gardening

In regards to developing partnerships, reach out to the schools to make them feel more part of the city and community. Councilwoman DeBella Thomas also stated that developing a continuing partnership with the hospital is also important.

In regards to community policing, Deputy Mayor Starkey stated we have to go after the vagrant homeless camps. He stated he drives through Southgate Shopping Center everyday and sees prostitutes and drug addicts. We have to combat areas harboring criminal element. Mayor Marlowe stated until the Van Doren and Leisure Lane is cleaned up Southgate will not be cleaned up.

Next steps include how to turn into a work plan and what direction to go. City Manager Manns stated that this is a living document and thanked Council for their renewed commitment to it. Councilwoman DeBella Thomas stated she is proud to be where we are. The improvements to Sims Park has had a great impact on our community. She stated by raising the bar and doing the park with excellence made the difference and to continue to focus in on other issues will really make the difference. If we drive to improve all of the areas it will be measurable to see the difference visually distinctive that you are in NPR. Deputy Mayor Starkey stated the bottom line is to set high standards. Come up with innovative ideas that will work, continue to set the bar higher and follow through.

3 Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 6:35 pm.

Approved: _____ (date)

_____ (signed)

Initialed: _____

Judy Meyers, City Clerk



MINUTES OF THE CITY COUNCIL WORK SESSION
CITY OF NEW PORT RICHEY
NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA
May 31, 2017
6:00 PM

ORDER OF
BUSINESS

1 Call to Order - Roll Call

The meeting was called to order by Mayor Rob Marlowe at 6:00 pm. Those in attendance were, Deputy Mayor Jeff Starkey, Councilman Bill Phillips, Councilwoman Judy DeBella Thomas and Councilman Chopper Davis.

Also in attendance were City Manager Debbie Manns, City Clerk Judy Meyers, Chief of Police Kim Bogart, Development Director Lisa Fierce, Technology Solutions Director Bryan Weed and Senior Planner Chris Mettler.

DISCUSSION ITEMS

2 Discussion on Medical Marijuana - Page 2

City Manager Manns introduced the item to Council. She stated that the purpose of the work session was to continue the discussion from the previous work session in April regarding medical marijuana. The purpose is how to accommodate the dispensaries within the city limits. The state legislature did not approve any regulations during the session and therefore the Department of Health has until July 1st to create the implementation rules. She then introduced Development Director Lisa Fierce who then made a presentation to Council.

Ms. Fierce began by stating the difference between the House and the Senate was the number of dispensaries. At the last work session she stated it was discussed what other jurisdictions are doing regarding medical marijuana. She then highlighted the changes in the counties and municipalities. The current LDC regulations include marijuana as a restricted personal use. There are development standards regarding those uses. There is also a 500 foot buffer from any other restricted personal use business. Concentrate tonight's discussion on issues relevant to dispensaries. Ms. Fierce then displayed a map of where the current restricted personal use businesses are located in the city. She then displayed a map which outlined where the dispensaries could be located within the current zoning. Ms. Fierce then showed various

photographs of what dispensaries look like across the country. Ms. Fierce then presented proposed design criteria including color, no bars on windows, no neon lighting, outdoor displays, interior lobby and requiring a security plan. Next steps are LDRB on June 22nd, ordinance first reading on July 18th and second reading on August 1st. Moratorium ends on August 21st.

Deputy Mayor Starkey stated that he hoped that the people would be more respectful than they were last time especially to the police chief. Mayor Marlowe then opened the floor for public comment.

Denise Houston came forward to speak and stated that we should be preparing the zoning and signage for medical marijuana and not recreational. She also suggested calling it cannabis.

Dr. Mark Hashim came forward to speak and stated that he has over 400 patients in the registry. This is helpful to patients. Worthwhile adventure and be spearhead and set standard for the state. He then spoke about revenues and the decrease in crime in Colorado. He uses it as an exit drug and allows him to get his patients off opioids. No one dies from cannabis. Cannot stop you from breathing like elements found in opioids. Benefit people.

Greg Smithwick came forward to speak and stated thanked Council members and staff for taking a heartfelt look at this issue. Wanted to make sure talking about medical cannabis dispensaries. Medical cannabis patients are patients who are sick. Not a pleasure seeking behavior. Opportunity to lead in the state and craft mood and direction.

Jamie Howe came forward to speak to thank Council. She has talked to various county commissions and felt like Council really listened to what she was saying. On the right path and keep moving forward.

Rachel Hagenbaugh came forward and stated that marijuana is a derogatory term and she would prefer cannabis as well. She owns 3 businesses in the city, a chair of one of the city's committees and now runs Tasty Tuesdays. This is what we are wanting and needing. As a patient cannot drive more than five or ten minutes. Put hearts into creating beautiful and family friendly. There are other types of businesses besides just dispensaries that can be brought here.

Anthony Livio came forward to speak and stated that he works at an ALF and the residents in his facility are not mobile. Give same opportunities as other businesses.

Gillian Leytham representing the Green Solution. First prong is location and where dispensaries should go. The number of dispensaries 1 per 67,222 optimum ratio. Two to three dispensaries based on total population in West Pasco. Should limit the number of dispensaries. Allocation to decide who gets to come in. Councilman Phillips asked how to judge merit. Trying to understand why go through that process because he believes what his merits are don't match up to others. Five or six approved vendors and they will decide where they want to be. Already taken criticism for what people thought they were thinking. Understand what perception. She replied to have comprehensive merit base process takes time. Not subjective criteria. Look at experience, background, product track record. State focused on cultivation whereas city focus on dispensaries. Deputy Mayor Starkey stated that the county has approved two in industrial zoning. Don't know if other municipalities will approve. We don't want to jump in and will do what is best for our community.

Doug Martin came forward to speak learn about what is going on in the city. Has anyone approached one of the five growers. Mayor Marlowe stated we are not at that point yet. Councilman Phillips stated if we have been proactive up until now why would implement something that looks like we are stalling. If our homework is done we are better to institute what the public has voted on. Perceived as a community that understands and not throw extra efforts on staff and the community. Not beneficial for the entire process. Mr. Martin stated dispensaries should be like Walgreens where respectable people can come in.

Faith Kropik came forward to speak. She stated her son has autism and has limited language. Want to have her son get medicine that can help him by his house. Get medicine at convenient location. Don't want to drive long distance to get something that can help him.

With no one else coming forward, Mayor Marlowe closed public comment and returned the floor back to Council. Deputy Mayor Starkey stated police has done good job cracking down on pill mills. The speaker at his Rotary meeting talked about the clinic by hospital. Fine to use term cannabis. Cannot compare medical cannabis to opioids. Whole community needs to be educated. Cannot compare the two. Commend colleagues as we have all done research. Should be treated like any other medical facility. Design and security is extremely important. Take out of the category for restricted use. Before approve is there a way require show preliminary computer graphics of what they are planning similar to Wright's Nutrition. Ms. Fierce stated that yes and if go that route then approve as a conditional use.

Councilman Davis stated medical cannabis should be its own category and taken out of restricted personal use. Whatever implementations should be in its own category. It is medical. Investigate in C-1 areas and in office districts.

Mayor Marlowe stated it strikes as a medical office use. Fit in with VA. Thanked Ms. Fierce as he did not think about conditional use. Give the oversight if conditional use. If it looks like a medical office he is happy.

Councilman Davis stated he like the idea of two dispensaries. There is a lot of bus use in the town.

Mayor Marlowe stated he thinks this does not belong in industrial area. If regulate then regulate alcohol establishments more than the medical cannabis.

Councilwoman DeBella Thomas stated that we don't think we have seen enough studies and science of other states. It seems across the board highway business district. Not comfortable not knowing repercussions. The industry as a retail market shopping moved to shipping to home. Companies will have to step into that. One of first drugs in behavioral treatment is marijuana and foolish to think that it can't become a problem. Want to see where Port Richey lands with their ordinance. Don't know what state is going to do. Whether it should be taxed and where dispensaries should be located. She appreciated the fact we're taking about it but not in rush to delineate. Highway business and not in city limits.

Councilman Phillips stated the marketplace will take care of itself if in right zones. New Port Richey is in the heart of West Pasco. Initially have three locations but market will not support it. Highway, bus route oriented, West Main Street and not in downtown due to parking issues and the marine district. Not regulate into industrial park. Conditional use for the first few to make sure we get the best. All side businesses work well with each other. Take out of the restricted use category. Good to look at everything and be ready when state comes around but need to be leaders and step up. Be compassionate with delivery of product. Shows we objectively understand the process. Not chasing the money. Staff and leadership to draft something accommodating. Pick out the best and move forward.

Deputy Mayor Starkey stated he did not agree with Councilwoman DeBella Thomas but respects her comments.

3 Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 7:13 pm.

Approved: _____ (date)

_____ (signed)

Initialed: _____

Judy Meyers, City Clerk



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

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

June 6, 2017

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 pm. Those in attendance were, Deputy Mayor Jeff Starkey, Councilman Bill Phillips, Councilwoman Judy DeBella Thomas and Councilman Chopper Davis.

Also in attendance were City Manager Debbie Manns, City Attorney Timothy Driscoll, City Clerk Judy Meyers, Chief of Police Kim Bogart, Finance Director Crystal Feast, Development Director Lisa Fierce, Fire Chief Chris Fitch, Economic Development Director Mario Iezzoni, Public Works Director Robert Rivera, Assistant Library Director Ann Scott, Parks and Recreation Director Elaine Smith, Technology Solutions Director Bryan Weed, Human Resources Manager Bernie Wharran and Assistant to the City Manager Martin Murphy.

2 Pledge of Allegiance

3 Moment of Silence

4 Approval of May 16, 2017 Regular Meeting and Work Session Minutes

Motion was made to approve the minutes as presented.

Motion made by Chopper Davis and seconded by Judy DeBella Thomas. The Motion Passed. 5-0.
Ayes: Davis, DeBella Thomas, Marlowe, Phillips, Starkey

5 Proclamation - Playful City USA

Mayor Marlowe read the proclamation congratulating the Parks and Recreation Department on receiving the Playful City USA designation for the ninth consecutive year. Parks and Recreation Director Elaine Smith accepted the parchment.

6 Proclamation - World Elder Abuse Awareness Day (By Title Only)

Mayor Marlowe read the proclamation by title only.

7 Proclamation - Reverend Betty Batey Retirement (By Title Only)

Mayor Marlowe read the proclamation by title only.

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

Mayor Marlowe opened the floor for public comment. John Kane came forward to speak. He stated that he wanted to thank the City Manager and Deputy Mayor Starkey for getting him the information he wanted. He stated ordinances deal with specific matters. Everything he spoke to last time was in the Charter. The City Manager reports to Council. He has been coming here for thirty-four years to speak. He acts on his own behalf.

Dr. Laura Kinhead came forward to speak. She stated there was a rash of vandalism in the downtown area. Thieves have stolen half the plants off of her property. She suggested getting cameras in the downtown along Grand Blvd.

Lou Parillo came forward to speak. He wanted to ask a few things about the Hacienda. Could we open it partially and take the fence down? Read a developer to develop it incrementally. Suggested getting the ballroom back to its original splendor. Can we find money in budget to get this done. Council is forward thinkers.

With no one else coming forward for public comment, Mayor Marlowe closed Vox Pop. Councilman Davis stated he was aware of Dr. Kinhead's problem and would like to see cameras along Grand and down Main. Mayor Marlowe asked to get numbers as we go into budget season. Councilman Davis asked Economic Development Director Mario Iezzoni to address the Hacienda comments. Mr. Iezzoni stated there is a plan to get the first floor open and active. Waiting on grant funding after the governor signs off on the budget. The small matching grant will shell out the building. The fence will come down once the windows and doors are done. Hopefully in the next year to year in a half.

Councilwoman DeBella Thomas stated the vision of the building lets itself so beautifully with the renaissance of the city. However best to eliminate the fence. Heading into busy season now in the park and it is not very nice looking with the fencing. Discussion with merchants regarding cameras in the downtown a year or two ago.

Councilman Phillips stated the summer of 2018 is unacceptable. Lose momentum when it is not accessible. Move fence closer to the building. What happens next year if we don't get grant funding. He would like to make it accessible so people can walk through it. Spent last five years looking like elements could not be done. Now projects are finished or underway. In regards to cameras work on public-private partnership with Southgate to give impression that people are watching what is going on. Time to add cameras to the platform. The Hacienda just does not play well with him personally and has made his thoughts known.

Deputy Mayor Starkey stated he was in favor of the cameras as long as the business owners agree to it. He asked City Attorney Driscoll for clarification to Mr. Kane's comments. City Attorney Driscoll stated the Charter provides that Council will make the decisions by ordinance and that is what has been done legally in 1995. When home rule was enacted all Charters became ordinances by law. Deputy Mayor Starkey stated he wants the Hacienda open as well but we can't force a developer to come in. Can't renovate it just like a shopping center. Are we looking for private funds or try to budget the city to fund it.

Councilwoman DeBella Thomas agreed with Councilman Phillips' comment about moving the fencing back towards the building. Mr. Iezzoni stated looking at other options in regards to fencing. Mr.

Iezzoni stated \$1.2 million to open the first floor. Councilman Phillips stated that the report Mr. Iezzoni referred to was from last year. It is a conversation that needs to be had. All people are asking for is what it will take to make this area accessible. Already answered the question that the city wants to be involved in the project for a long time. He spoke to the City Attorney about a referendum during last election cycle. What can we do to enhance development capabilities. Chief Fitch stated that the structure needs to be deemed safe and meets all codes.

Mayor Marlowe asked City Manager to get the figures of what it would cost and then discuss at a work session.

9 Consent Agenda

Motion was made to accept the Consent Agenda.

Motion made by Chopper Davis and seconded by Judy DeBella Thomas. The Motion Passed. 5-0.
Ayes: Davis, DeBella Thomas, Marlowe, Phillips, Starkey

- a Parks and Recreation Advisory Board Minutes - April 2017
- b Purchases/Payments for City Council Approval

10 Public Reading of Ordinances

- a Second Reading, Ordinance No. 2017-2115 Amendments to Section 14-23 of the City Noise Ordinance to Address Portable Microphones

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns stated the purpose of this agenda item was to specifically address megaphones at public events. Upon opening the floor to public comment, no one came forward therefore Mayor Marlowe returned the floor to Council. Councilman Phillips stated he appreciated Chief Bogart's attention on this matter and then proceeded to speak about the gentleman who was at the concert the past weekend. Councilwoman DeBella Thomas stated she hears what is being said and distressed by the noise but still feels it is a first amendment right. Mayor Marlowe stated that the ordinance is not restricting first amendment just keeping the volume down. Motion was made to approve the ordinance upon its second and final reading.

Motion made by Bill Phillips and seconded by Jeff Starkey. The Motion Passed. 4-1. Ayes: Davis, Marlowe, Phillips, Starkey Nays: DeBella Thomas

11 Business Items

- a Second Amendment to the NPR Surplus Water and O&M Agreement Tampa Bay Water- Consideration for Approval

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to execute a second amendment to the agreement between the City and Tampa Bay Water in regards to the operation and maintenance costs of the treatment plant. Suzannah Folsom from Tampa Bay Water made a brief presentation to Council. She stated that Tampa Bay Water provides 165 million gallons a day. The original agreement that was negotiated included complex calculations. There were some improvements that were made. At the end of the year the City would have to go back and recalculate the costs on actual costs. The first amendment was done in 2009. Made the calculation adjustable. Now calculations are based on the year 1967 instead of 1913. The second amendment has the new calculations. New rate will be \$.60/1,000 gallons. Upon opening the floor to public comment, no one came forward therefore Mayor Marlowe returned the floor to Council. Mayor Marlowe stated

he is on the Board of Tampa Bay Water but the City Attorney has advised there is no conflict. Councilwoman DeBella Thomas stated she appreciated the due diligence by bringing this to the city's attention. Councilman Phillips stated anything that can be done to reduce ground pumping. Better not to take down the aquifer. Motion was made to approve the item as presented.

Motion made by Bill Phillips and seconded by Judy DeBella Thomas. The Motion Passed. 5-0.

Ayes: Davis, DeBella Thomas, Marlowe, Phillips, Starkey

b KIAFest Main Street Blast Alcoholic Beverage Special Event

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve an ABSEP for New Port Richey Main Street's KIAFest Main Street Blast. The specific proposal is for June 30 and July 1st. The request is to sell alcohol on Friday from 5-11pm and on Saturday from noon-11pm. The event organizers have since submitted the hold harmless and insurance.

Upon opening the floor to public comment, no one came forward therefore Mayor Marlowe returned the floor to Council. Councilwoman DeBella Thomas stated that NPR Main Street has been working with veterans to have them view the fireworks in a safe location to accommodate them. Councilman Phillips stated they need to take out Cavalaire Square out of the special event functions. Ms. Smith stated that NPR Main Street submitted this request on an old application. New application has that omitted. Deputy Mayor Starkey reiterated he wanted a work session with organizers, bars and restaurants. Look at events to benefit residents and business owners. Councilman Davis would like to see the park as a whole and not as each event comes along. Mayor Marlowe stated that being at the hospitality meeting the Main Street group seemed receptive. Glad to see new sod put down. Motion was made to approve the item as presented.

Motion made by Chopper Davis and seconded by Judy DeBella Thomas. The Motion Passed. 5-0.

Ayes: Davis, DeBella Thomas, Marlowe, Phillips, Starkey

c Allocation of Penny for Pasco Proceeds

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to dedicate an allocation as it relates to the second "bucket" funding more commonly referred to as Penny for Pasco funds. First bucket had three categories. In December 2014 set percentage for each funding category. In 2015 Council established proceeds to Penny for Pasco 2 funds. Council came up with eight categories. The percentage recommendations that are outlined in the agenda item. She then went through each category and percentage. City estimate \$2 million a year through 2024. The percentage allocation does not have to be precise but in conclusion of the funding cycle they will need to be in compliance.

Upon opening the floor to public comment, no one came forward therefore Mayor Marlowe returned the floor to Council. Councilman Davis asked why we were setting percentages so far in advance. Can we look at a few years. City Manager Manns stated this was done by resolution but the funding mechanism calls for a distribution formula. Ms. Feast stated the previous resolution and funding is what was done previously.

Mayor Marlowe stated that a future City Council could amend the resolution. Sets a guide for staff.

Councilman Phillips stated back when the first Penny funds were needed we wanted the electorate to know that when the money came in it was going to be reinvested in the community. Everyone saw the benefits of the first Penny. When the second Penny came around. He stated he appreciated Councilman Davis' comments but staff needs it to be systematic. He has been adamant about how to direct the city with no game plan. Leveraging dollars to push projects out that haven't been progressive enough about. Economic Development and public facilities can be leveraged with grant funding. He stated if only allocate for projects for the next five years that's fine but at end of the day public trust that when \$2 million comes in it is being used appropriately. Have the tool and know where it's funding.

Councilman Davis stated we should look at two years or three not on Council's in 2024. He suggested conducting a work session instead.

Councilwoman DeBella Thomas stated she looks at this as a guide and it is not carved in stone. Not necessarily a problem.

Mayor Marlowe stated that this is a guide.

Deputy Mayor Starkey stated he doesn't need a work session. Staff needs a guide. Can change next year to move percentages around.

Motion was made to approve the item as presented.

Motion made by Jeff Starkey and seconded by Judy DeBella Thomas. The Motion Passed. 5-0.
Ayes: Davis, DeBella Thomas, Marlowe, Phillips, Starkey

d Request to Purchase Two Portable Radios

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve the purchase of two portable radios. The radios would be purchased with forfeiture funds. 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 Bill Phillips and seconded by Chopper Davis. The Motion Passed. 5-0. Ayes: Davis, DeBella Thomas, Marlowe, Phillips, Starkey

e Request to Purchase Mobile Fingerprint Identification Devices

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve the purchase of three mobile fingerprint devices. A donation of \$2,000 came in from the Elks Lodge, \$2,000 from an anonymous doner and the remainder would come from forfeiture funds to cover the cost of this agenda item. 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 Judy DeBella Thomas and seconded by Chopper Davis. The Motion Passed. 5-0.
Ayes: Davis, DeBella Thomas, Marlowe, Phillips, Starkey

f Board Appointment: Dawn Curinga, Cultural Affairs Committee

This item was pulled from the agenda.

Motion made by and seconded by . The Motion Withdrawn. 0-0.

g Three Minute Report: Development Department

12 Communications

Mayor Marlowe stated that Public Works has been doing speed checks on River Road. He does not see speed problem. He reminded Council about the proposed temporary road diet on Grand Blvd. coming in October. Monday afternoon met with homeless coalition talking about homeless navigation center at the old Boys and Girls Club. Getting them housed and safe and then integrate into society. Looking to open the facility next summer. Some months back had discussion with the landscape architect with the downtown trees and he was not a fan of palms however looking at the palms that have

been planted, he concedes he was wrong. Look down Grand from Main at the palm trees the palms were the right decision. He would like a discussion on outdoor dining and small tables out on sidewalk. Historically there needs to be a fence around it. If you look at ordinances there is nothing that requires that. Would like to see it tried in a few places similar to what the ice cream and cupcake shop are doing.

Deputy Mayor Starkey stated that there is the flagpole on Grand Blvd. but not in the park. He stated there needs to be one perhaps by the band shell. City Manager Manns stated that staff is working on three flagpoles and they will be established in a month. He received a message on Facebook from someone who was fined \$500 for a food truck. Police Chief is collecting facts. City Manager Manns stated that Council will need to give direction whether to allow food trucks. City Manager Manns stated staff is collecting sample ordinances and a formal recommendation will be advanced in the near future. Finally he was e-mailed regarding a water bill. Mr. Rivera stated that the meter was read in error and that it has been taken care of.

Councilwoman DeBella Thomas there a lot inquiry about flags in and around downtown. People are interested in launching flags on the streetlights. She congratulated the Parks and Recreation Department for the Playful City USA designation. Thanked those who corresponded over the last week and asked to please sign your name to e-mails and contact number so she can return calls and e-mails. When there is disagreement or miscommunication applaud the fact that we can express our opinion and ideas and although may not come to an agreeable conclusion nice to have that exchange of communication.

Councilman Phillips stated he did not get update on Dr. Grassin request for the bridge. He is looking for an update on Central Avenue and River Road for quieting mechanisms. He hopes that Playful City will get kids out to play in the city and get on recreation youth board as we need next wave of leadership. He attended the City cleanup and concert on Saturday. The new shade structures are in place are a net benefit and they were throwing shade to three quarters of the area. He would like the West Pasco Board of Realtors to come and give a presentation about New Port Richey. Want to know what's going on in our own backyard. The Property Appraiser has given preliminary numbers and he's not impressed. Find out what we need to do with Penny fund and strategic plan how to make programs work. Not a big sense of community on Grand Blvd. as it looks good in some areas and then desolate in others. He brought attention to the snipe signs about a program fostered through a HVAC business. He thinks it may be a scam. Code is on top of it. He just wanted to let residents know we are on top of it and doing the best they can.

City Manager Manns thanked Ann Scott for her dedication to city and wished well on her new job.

13 Adjournment

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

(signed) _____
Judy Meyers, City Clerk

Approved: _____ (date)

Initialed: _____



NEW PORT RICHEY

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

TO: City of New Port Richey City Council
FROM: Crystal S. Feast, Finance Director
DATE: 6/20/2017
RE: Purchases/Payments for City Council Approval

REQUEST:

The City Council is asked to review the attached list of purchases and expenditures and authorize payment.

DISCUSSION:

Section 2-161 of the City's Code of Ordinances requires approval by the City Council for purchases and payments in excess of \$25,000.

RECOMMENDATION:

It is recommended that the City Council authorize the payment of the attached list of purchases and expenditures.

BUDGET/FISCAL IMPACT:

The purchases and expenditures presented have already been budgeted for. Expenditures will be included in the fiscal year-end reporting.

ATTACHMENTS:

Description	Type
☐ Purchases/Payments for City Council Approval	Exhibit

PURCHASES/PAYMENTS FOR CITY COUNCIL APPROVAL

<u>Layne Inliner</u>	\$226,078.00
Project: 2016/2017 Sanitary Sewer Gravity Lining Project	
75% work complete	
Services thru April 7, 2017	

<u>Augustine Construction Inc</u>	55,942.56
Project: 2015 Stormwater System Improvements	
21% work is complete	
Services thru May 2, 2017	

RECURRING EXPENDITURES OVER \$25,000

Fiduciary Trust Intl. of the South (Police Pension - 06/01/2017)	\$37,939.88
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NEW PORT RICHEY

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

TO: City of New Port Richey City Council
FROM: Robert M Rivera, Public Works Director
DATE: 6/20/2017
RE: First Reading, Ordinance No. 2017-2114 Amending Section 23-46 to Remove Circle Blvd. from One-Way Street Listing

REQUEST:

The request is for City Council to conduct a first reading on to approve Ordinance No. 2017-2114, to remove Circle Blvd. from the One-Way Street listing.

DISCUSSION:

The New Port Richey Florida Code of Ordinances Chapter 23 – Traffic and Motor Vehicles, Division 3 One-Way Streets, Section 23-46. Established a list of streets, when properly posted by signs, that shall be restricted to one-way traffic only. Circle Blvd. from Grand Blvd. around Orange Lake counter-clockwise proceeding east, north, west, and south was included in that designation.

As City Council is aware, as part of the Sims Park Improvements a portion of Grand Blvd. was removed and relocated and Circle Blvd. was altered to allow for two-way traffic in the east, north, west, and south directions around Orange Lake from Sims Lane to Bank Street.

RECOMMENDATION:

Staff would consider this a “housekeeping” item and would recommend approval of the proposed Ordinance as submitted.

BUDGET/FISCAL IMPACT:

There is no funding required for this item at this time.

ATTACHMENTS:

Description	Type
❑ Ordinance 2017-2114	Ordinance
❑ Chapter23.Div.3.1 way.Streets	Backup Material

ORDINANCE NO. 2017-2114

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR AMENDMENT SECTION 23-46 OF THE NEW PORT RICHEY CODE OF ORDINANCES; PERTAINING TO ONE-WAY STREETS; PROVIDING FOR TWO-WAY TRAFFIC ON CIRCLE BOULEVARD; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, as a result of improvements to Sims Park, the appropriate traffic pattern for Circle Boulevard is for two-way traffic;

WHEREAS, the Code of Ordinances provides for one-way traffic on Circle Boulevard; and

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

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

Section 1. Section 23-46 of the Code of Ordinances, pertaining to one-way streets, is hereby amended as follows (strikeout text is deleted and underlined text is added):

Sec. 23-46. - Established.

The following streets, when properly posted by signs, shall be restricted to one-way traffic only in the direction indicated below:

Name of street	Direction of traffic movement
Tidalwave Drive from Grand Boulevard south to Aspen Way	West
Mandy Lane from Palmetto Road to Jasmine Drive	North
Florida Avenue from Madison Street to Jefferson Street	West
Jefferson Street from Florida Avenue to Main Street	South
George Street from Gulf Drive to Elm Street	South
Chapel Street from Kenwood Street to City limits	North
Circle Boulevard from Grand Boulevard around Orange Lake Counter-	East, North, West, South

clockwise	
-----------	--

Section 2. Conflict with Other Ordinances and Codes. All ordinances or parts of ordinances of the City of New Port Richey, Florida, in conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict.

Section 3. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

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

The foregoing Ordinance was duly read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this ____ day of _____, 2017, and read and adopted on second reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this ____ day of _____, 2017.

ATTEST:

By: _____
Judy Meyers, City Clerk

By: _____
Robert Marlowe, Mayor-Council Member

(Seal)

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

Timothy P. Driscoll, City Attorney

miles per hour. Upon completion of the investigation the city manager shall present the investigation results and recommendations to the city council.

(Ord. No. 1245, § I, 11-6-90)

Sec. 23-34. - Maximum speed limit.

After review of the investigation and any report prepared at the direction of the city manager, city council may, by resolution, lower the maximum speed on local streets and/or highways in residential districts if the investigation indicated reduced speed is warranted. The speed limit may encompass all residential districts in the city or may be limited to specific streets within the city.

From time to time, as deemed appropriate by city council and as warranted by appropriate investigation, the city council may amend, by resolution, the established reduced speed zones on local streets and highways in the city, exclusive of state roads.

(Ord. No. 1245, § II, 11-6-90)

Secs. 23-35—23-45. - Reserved.

DIVISION 3. - ONE-WAY STREETS

Sec. 23-46. - Established.

The following streets, when properly posted by signs, shall be restricted to one-way traffic only in the direction indicated below:

Name of street	Direction of traffic movement
Tidalwave Drive from Grand Boulevard south to Aspen Way	West
Mandy Lane from Palmetto Road to Jasmine Drive	North
Florida Avenue from Madison Street to Jefferson Street	West
Jefferson Street from Florida Avenue to Main Street	South
George Street from Gulf Drive to Elm Street	South
Chapel Street from Kenwood Street to City limits	North
Circle Boulevard from Grand Boulevard around Orange Lake Counter-clockwise	East, North, West, South

(Code 1964, § 22-1(b); Ord. No. 1213, § 1, 11-21-89; Ord. No. 1439, § 1, 12-16-97)

Secs. 23-47—23-60. - Reserved.

ARTICLE III. - STOPPING, STANDING, PARKING^[2]



NEW PORT RICHEY

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

TO: City of New Port Richey City Council
FROM: Robert M Rivera, Public Works Director
DATE: 6/20/2017
RE: Seawall Condition Assessment Report – Consideration for Approval

REQUEST:

The request of staff for City Council is to review and consider for approval the attached Seawall Condition Assessment Report.

DISCUSSION:

As City Council is aware, the City's current Capital Improvement Program includes the 2016/2017 Seawall Stabilization Project. The project includes the subsurface utility engineering and the stabilization of the City's existing seawall structures where needed. This project is a proactive approach to rectify unstable soil conditions identified by staff during field inspections. The first phase of the process is to identify existing conditions to determine methods of repairs, and to prioritize the seawall remediation process.

RECOMMENDATION:

Approval of the assessment report is recommended.

BUDGET/FISCAL IMPACT:

Funding for this project is identified as Penny for Pasco (2) dollars

ATTACHMENTS:

Description	Type
□ Seawall Condition Assessment Report	Backup Material

CITY OF NEW PORT RICHEY PARKS SEAWALL CONDITION ASSESSMENT REPORT

Prepared for:

CITY OF NEW PORT RICHEY
DEPARTMENT OF PUBLIC WORKS



Prepared by:

STROUD ENGINEERING CONSULTANTS, INC.
10503 Cyndee Lane
Odessa, Florida 33556

Certificate of Authorization #29607

Stroud Engineering Project No. 1810-14-25

June 2017



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ATTACHMENT A	GROUND PENETRATING RADAR SURVEY – VOID DETECTION
ATTACHMENT B	COST ESTIMATE SPREADSHEETS

1. **INTRODUCTION**

1.1. **AUTHORIZATION**

At the request of the City of New Port Richey, Stroud Engineering Consultants, Inc. prepared a Scope of Services Proposal and was issued a Task Order in January 2017 to prepare the Seawall Condition Assessment Report (Report).

1.2. **PURPOSE**

The City owns approximately 3,540-linear feet of seawalls, throughout their parks located along the Pithlachascotee River. The type of wall designed and constructed at these locations is actually termed a bulkhead, which is a vertical shoreline stabilization structure that primarily prevents erosion of the river banks, protects vegetation and facilities constructed along the river front, and provides minimal protection from wave action. However, for the purposes of maintaining consistency with the City's records, the term seawall will be used throughout this Report. The walls provide an economical approach for vertical shoreline stabilization, allowing the City to maximize upland property area and recreation use. The seawalls are located at five (5) City-owned parks along the river and include the following:

- Sims Park Riverwalk
- Sims Park Boat Ramp
- Cotee River Park
- Jasmine Park
- Grand Boulevard Park

During yearly inspections of the seawalls by City staff, they observed a number of changes to the seawalls that were occurring. The changes noted from the inspections included seawall cracking, settlement, increasing separation between the seawall and sidewalk, increasing separation at seawall construction joints, erosion of sediment from the seawall foundation, and leaning of seawalls toward the river. The location and layout of the City's riverfront park system is shown on **Figure 1**.

Stroud Engineering has conducted an investigation of the current condition of the seawalls at each park location. The investigation consisted of the visual inspection or survey of the existing seawalls and included the use of ground penetrating radar (GPR) to identify the location of voids at the seawalls. This investigation report includes the following key elements:

1. Condition assessment for each existing seawall location.
2. Viable construction repair methods for each seawall deterioration category.
3. Repair recommendations with an opinion of the probable construction costs associated with each of the seawall repair locations.
4. Prioritization of the repair locations based upon the severity of deterioration and frequency of use.
5. Preliminary construction phasing plan, in coordination with City staff, to meet the City's yearly fiscal budgets allocated for the seawall repair.

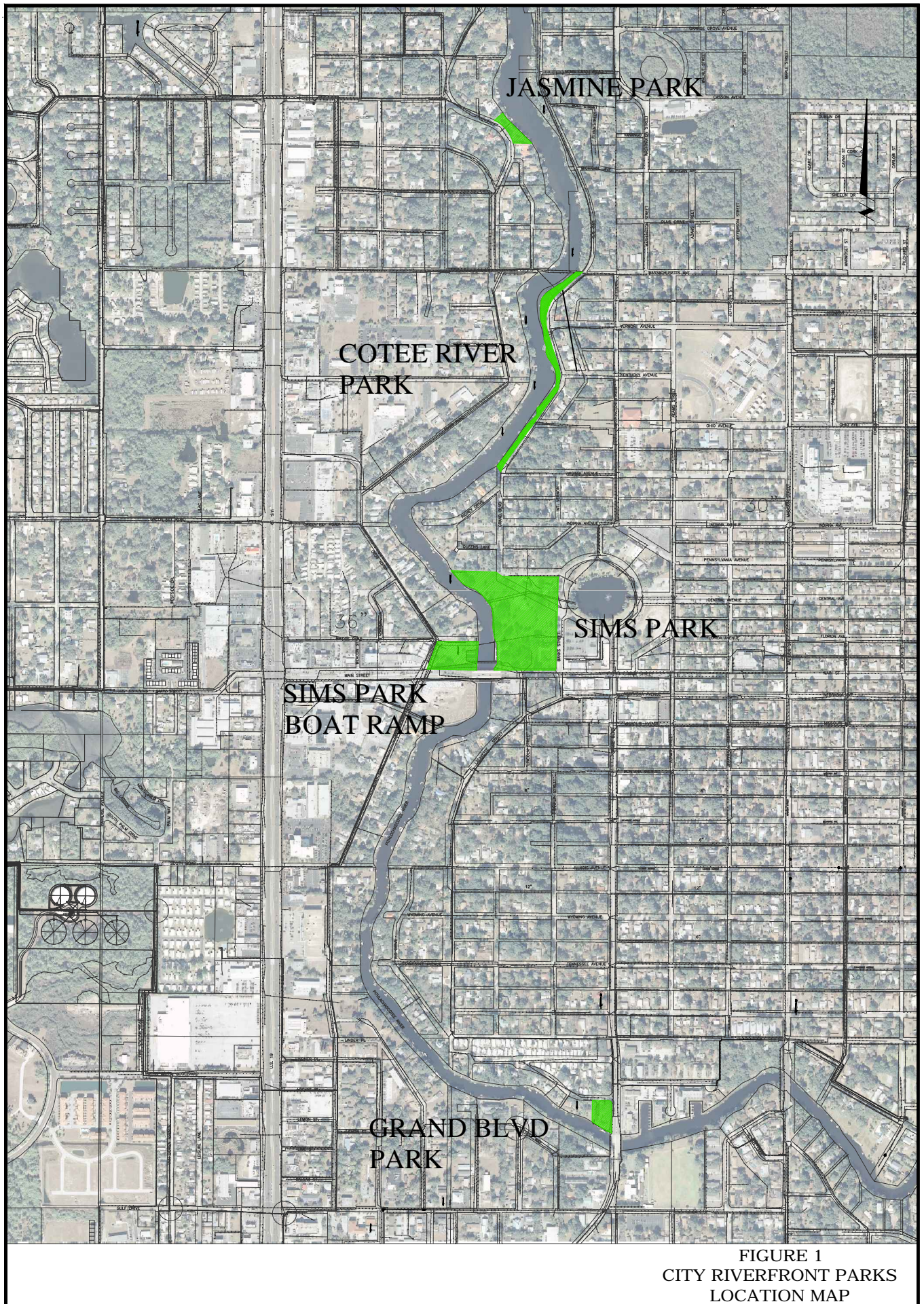


FIGURE 1
CITY RIVERFRONT PARKS
LOCATION MAP

2. SEAWALL INVESTIGATION

The investigation consisted of a dual approach: (1) visual inspection of the seawall and (2) the use of Ground Penetrating Radar (GPR) along the seawall. GPR is a geophysical exploration tool used to provide a graphic cross-sectional view of subsurface conditions. The investigation included a review of the existing seawall design drawings, as available. Additionally, the City conducted test excavations at three separate park seawall locations to gain confirmation of the seawall construction and tie-back system condition.

2.1. ELEMENTS OF SEAWALL DESIGN

Standards that apply to typical seawall design have been developed by the Army Corps of Engineers (EM 1110-2-1614, Design of Revetments, Seawalls, and Bulkheads, USACE, 1995). The following elements need to be considered during the design process:

- Topography of the wall location – elevations, grading, depth of water, etc. The amount of soil that is required to be supported is a component in the structural design of the wall.
- Soil properties – unit weight of soil; the ratios of sand, clay, or silt. Soil types and drainage properties are important design considerations, especially as backfill material to the adjacent wall structure.
- Embedment/Stability – depth of wall for stability is a major design consideration to provide sufficient foundational support and to prevent erosion from the foundation.
- Water Table – differential water levels behind and in front of walls which can impart differential hydraulic loading (hydrostatic pressure) on the walls. It is a vital design element to provide methods to relieve hydrostatic pressure from the wall, as this is one of the most common reasons for wall failures.
- Wall Material Properties – the type of material, strength of material, performance in marine environment, etc. needs to be considered to factor corrosion prevention and wall life-span.
- Surcharge Loads – the inclusion of additional loads on and behind the walls, such as wall caps, structures, vehicles, etc. needs to be factored in the structural design of the wall and foundation.
- Stormwater Runoff – include methods to allow overland stormwater to flow over walls to reduce the potential for seepage or channeling of water behind the walls which contributes to structural erosion loss.
- Wave Action Forces – while wave action on bulkhead walls are anticipated to be minimal, wave action needs to be accounted for in the design of the wall foundation.
- Toe Scour – velocities of water flowing along wall impart hydraulic forces along the base of the wall, and also contribute to the design of the wall foundation and embedment depth.

The City was able to provide records of park improvements projects for three (3) of the seawall locations which included design revisions to the walls. These projects only added concrete caps, sidewalks, and cap drains to the existing seawall structures. There were no records found for the original seawall design or construction.

Therefore, much of the design criteria as described above cannot be verified for the seawalls. If a wall is damaged or deteriorated, the original design – and/or the improvements constructed – may not have accounted for the design criteria.

2.2. EXISTING SEAWALL CONDITION

The assessment of seawall condition is based on not only the physical condition of the seawall, but the likely reasons which caused or contributed to the detriment. Since it is believed the majority of the seawalls were constructed over 30 years ago, there can be an expected level of deterioration, as the average life-span of concrete seawalls is 30 years. Maintenance programs can extend the wall life well beyond the average life-span.

Most seawalls fail due to erosion of soil, either below the foundation or from behind the wall. This condition is caused due to water-conveyed erosion, where water seeps in behind the wall and over time, develops erosion channels and creates voids. These voids remove the structural bearing capacity, allowing cracks to form in the wall, which allows more erosion and exacerbates the deterioration. As the walls settle, and more foundation material is eroded, they typically begin to rotate or tilt from the vertical position.

The details of the condition assessment are presented below for each park location. The GPR Survey is included in **Attachment A** to this Report.

2.2.1. GRAND BOULEVARD PARK

This park is located along the west side of Grand Boulevard, on the north side of the Pithlachascotee River. This park was constructed in 2006 and improvements to the existing 135-ft long seawall were constructed during that project. These improvements included the addition of a 24-inch concrete cap connected to the existing concrete seawall by use of vertical 8-inch long steel dowels set at 4'-0" on center (O.C.). Drainage spillways were built into the new cap structure and a concrete sidewalk with expansion joint was constructed adjacent to the new concrete cap. The width of the existing seawall is not known, however it is reasonable to assume a minimum thickness of 8-inches. The GPR investigation did not find evidence of a void at this location. Also, there was no observed soil erosion at the wall cap to sidewalk joint, or at the wall toe/foundation. **Table 1** provides a summary of the deterioration found at the seawall. **Figure 2** shows the park site with the location of the wall deterioration identified. **Figure 3** is a photograph of the wall damage noted during the inspection.

Table 1 – Grand Boulevard Park Summary

Item No.	Description of Seawall Deterioration	Station
1	Wall Crack at Base – Vertical	1+26

Other deficiencies of this wall include the lack of drainage pipes to allow groundwater to drain from behind the wall into the river. This condition creates hydrostatic pressure behind the wall and exerts forces that can contribute to wall cracks.



FIGURE 2
GRAND BOULEVARD PARK
SEAWALL DETERIORATION



Figure 3 – Wall Crack at Base/Waterline

2.2.2. SIMS PARK BOAT RAMP

This park is located along the west side of the Pithlachascotee River, on the north side of Main Street. There were no records provided to determine when this seawall was originally constructed. The condition of the seawall and cap show excessive deterioration and damage, indicating a long period of time has elapsed since the wall was constructed. Numerous areas of the wall and cap had cracking of the concrete, spalling of the concrete, and insufficient sealing of wall construction joints. The total length of seawall at this park is 375-ft.

The cap width varies between 12-inches and 16-inches, with the grade elevation of the park matching the top elevation of the cap. There appear to be mortar repairs to the existing cap at previous concrete damage areas. The width of the existing seawall is not known, however it is reasonable to assume a minimum thickness of 8-inches. The GPR investigation did find evidence of a void at one location along the wall. **Table 2** provides a summary of the deterioration found at the seawall. **Figure 4** shows the park site with the location of the wall deterioration areas identified. **Figures 5, 6, 7, and 8** are photographs of the wall damage noted during the inspection.

Table 2 – Sims Park Boat Ramp

Item No.	Description of Seawall Deterioration	Station
1	Erosion at Wall Joint	-0+95
2	Erosion Behind Wall	-0+95 to -0+75
3	Crack at Wall Cap – Horizontal	-0+75 to -0+30
4	Cap Damage – Spalling	-0+25
5	Cap Damage – Spalling	0+80
6	Erosion at Wall Joint	1+02
7	Crack at Wall – Vertical	2+28
8	Cap Damage – Spalling	2+41
9	Erosion at Wall Joint – Possible Void Detected	2+61
10	Cap Damage - Spalling	2+85
11	Cap Cracking, Wall Joint Separation, Exposed Rebar	3+08

There are drainage pipes in the wall, however, the condition and construction details of the drain pipes are not known. In addition, the location and number of drain pipes appear to be insufficient for proper drainage of groundwater from behind the wall.

In addition to the repair of the seawalls, the City plans to construct new wall caps and sidewalks. These improvements are intended to match the decorative and design features of Sims Park directly across the river.

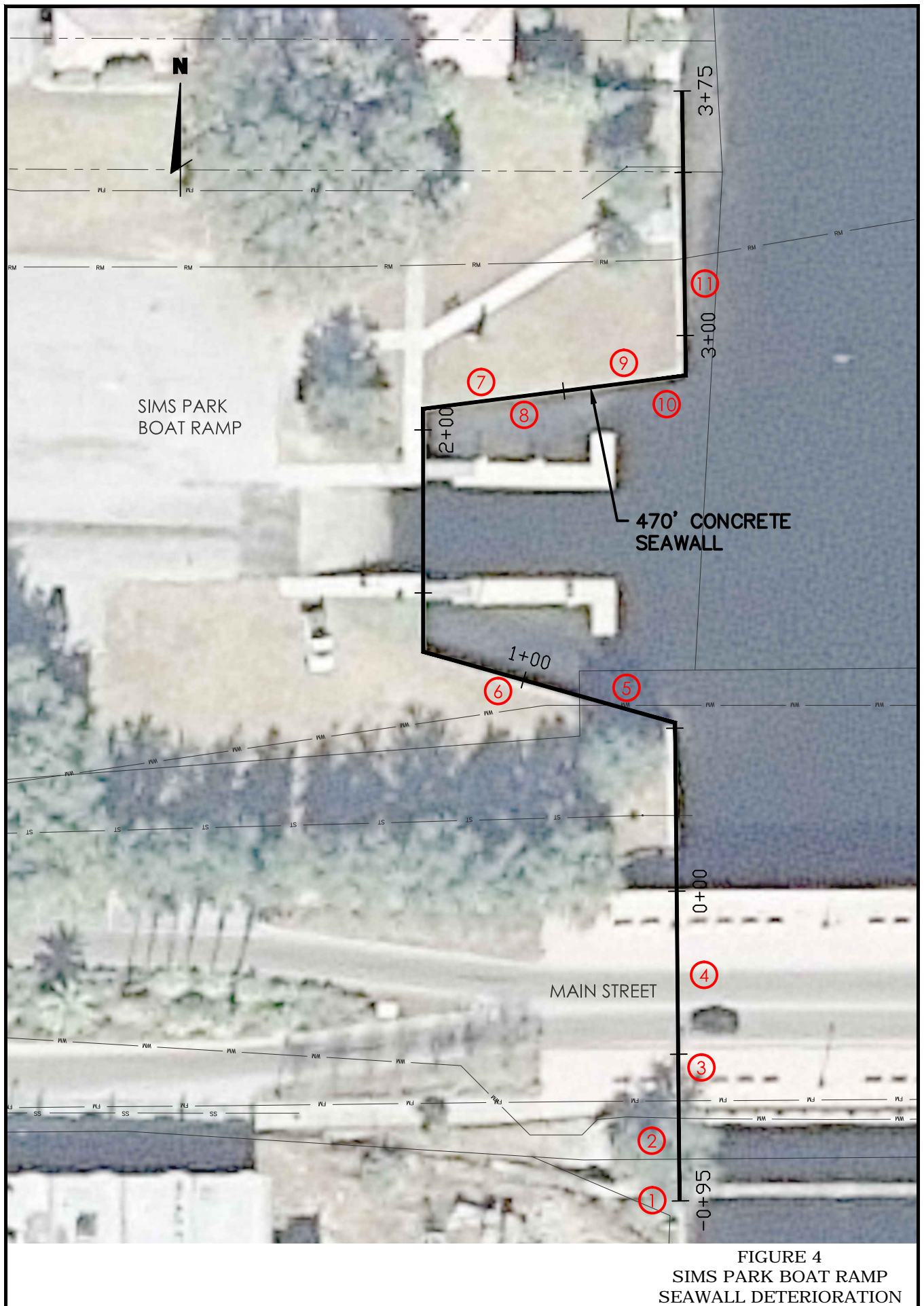


FIGURE 4
SIMS PARK BOAT RAMP
SEAWALL DETERIORATION



Figure 5 – Vertical Wall Crack



Figure 6 - Drainage Pipe at Wall Joint



Figure 7 - Damaged Wall Caps



Figure 8 - Deterioration at Wall Joint

2.2.3. SIMS PARK

Sims Park is located along the east side of the Pithlachascotee River, on the north side of Main Street and directly across from Sims Park Boat Ramp. The original construction date of the seawall is unknown. This park has had a number of park improvement projects, the latest completed in 2015 which involved the reconstruction of portions of the sidewalks abutting the seawall cap. That project also included an emergency repair of an observed void under the sidewalk and adjacent to the wall near the northern edge of the park. The total length of seawall at this park is approximately 940-ft.

A prior project, completed in 1999, involved the construction of new 18-inch wide concrete caps connected to the existing concrete seawall by use of vertical 8-inch steel dowels set at 4'-0" on center (O.C.). Drainage channels were built into the new cap structure and a concrete sidewalk with expansion joint was constructed adjacent to the new concrete cap. The width of the existing seawall is not known, however it is reasonable to assume a minimum thickness of 8-inches. There are no observable drainage pipes in the wall. The GPR investigation did find evidence of voids at several locations along the wall. **Table 3** provides a summary of the deterioration found at the bulkhead wall. **Figures 9, 10, and 11** show the park seawall layout along with the locations of the wall deterioration identified during the visual inspection. **Figures 12 and 13** are photographs of the wall damage noted during the inspection.

Table 3 – Sims Park Wall Deterioration Summary

Item No.	Description of Seawall Deterioration	Station
1	Wall cap crack - horizontal	-0+60 to 0+00
2	Loss of expansion joint between wall cap and sidewalk	0+58
3	Sidewalk settlement at spillway – minor crack on old wall cap	1+06
4	Wall crack – vertical	1+21
5	Sidewalk settlement at spillway – water ponding	1+33
6	Wall crack – vertical – possible void detected (GPR)	1+54
7	Cap damage – spalling at wall joint	1+66
8	Wall cap crack	1+97
9	Possible void detected – erosion channel visible inside wall	2+38
10	Large crack at wall joint, wall cap spalling	2+42
11	Possible void detected (GPR)	2+42
12	Wall joint separation/spalling	2+71
13	Wall crack – vertical, wall appears to be leaning at crack	3+14
14	Wall joint separation	3+75
15	Wall crack at joint	4+37
16	Possible void detected (GPR)	4+65
17	Wall crack – vertical, located next to outfall pipe	5+80
18	Wall joint separation	6+75

19	Wall to sidewalk joint separation and void	7+30 to 7+60
20	Wall joint separation/spalling	7+80
21	Wall crack at joint	8+48
22	Wall crack – vertical	9+12
23	Wall damage – spalling	9+22
24	Wall crack at end of wall joint	9+42



FIGURE 9
SIMS PARK SEAWALL
DETERIORATION

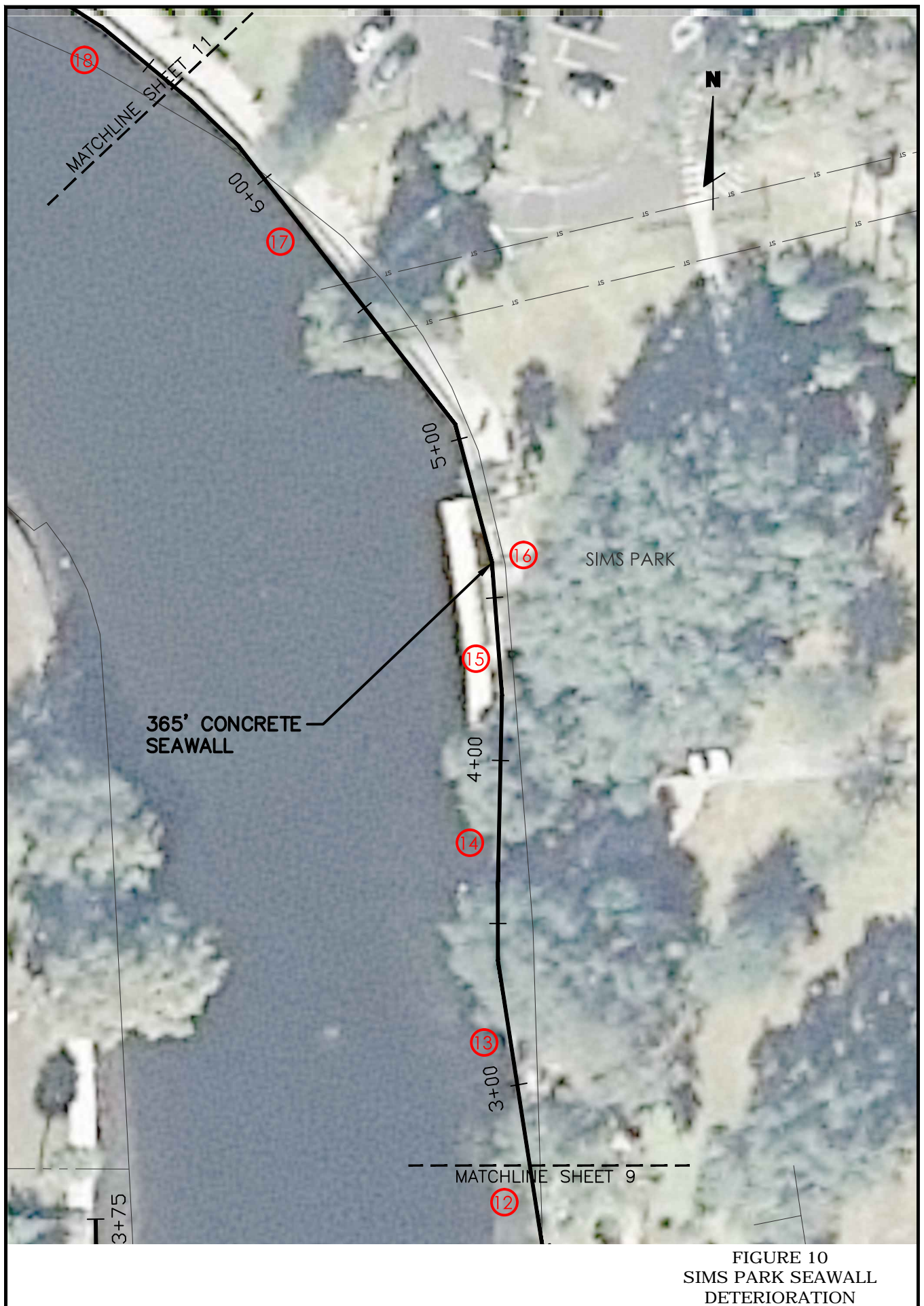


FIGURE 10
SIMS PARK SEAWALL
DETERIORATION



FIGURE 11
SIMS PARK SEAWALL
DETERIORATION



Figure 12 – Wall Crack/Spalling



Figure 13 – Wall Crack/Shifting Outward

2.2.4. COTEE RIVER PARK

The Cotee River Park is located along the west side of Grand Boulevard with a northern terminus near the intersection of Massachusetts Avenue, and bordered on the west side by the Pitlachascotee River. This park is linearly aligned along the river with approximately 1,850-ft of seawall. Information about the construction of the original seawall is unknown. The last park improvements project was constructed in 2003, and involved the construction of new 18-inch wide concrete caps connected to the existing concrete seawall by use of vertical 8-inch steel dowels set at 4'-0" O.C. Drainage spillways were built into the new cap structure and a concrete sidewalk with expansion joint was constructed adjacent to the new concrete cap. The width of the existing seawall is not known, however it is reasonable to assume a minimum thickness of 8-inches. The GPR investigation did not find evidence of voids at this location. The City also excavated a concrete tie-back and this structure appeared to be in good condition.

Table 4 provides a summary of the deterioration found at the seawall. **Figures 14, 15, 16, 17, and 18** show the locations of the wall deterioration identified during the visual inspection. **Figures 19 and 20** are photographs of the wall damage noted during the inspection.

Table 4 – Cotee River Park Seawall Damage Summary

Item No.	Description of Seawall Deterioration	Station
1	Wall cap spillway crack - horizontal	1+35
2	Minor cracking at wall cap and seawall	1+85
3	Wall cap crack - minor	2+95
4	Wall cap spillway crack - horizontal	3+30
5	Horizontal crack at wall cap spillway and vertical crack at storm drain wall penetration	3+90
6	Wall cap spillway crack – horizontal	4+20
7	Wall cap crack – minor	4+36
8	Crack at wall – vertical	4+45
9	Wall cap crack – minor	4+99
10	Wall cap spillway crack - horizontal	5+44
11	Wall joint separation	5+68
12	Wall cap spillway crack – horizontal Wall cap damage - spalling	6+02
13	Wall crack – horizontal approx.. 4' long	6+08
14	Wall cap spillway – sidewalk settlement	6+32
15	Wall joint separation	6+77
16	Wall joint separation	7+75
17	Wall cap spillway crack – horizontal Settlement of adjacent sidewalk	8+13
18	Wall joint separation	9+00
19	Wall joint separation Wall foundation crack	10+00

20	Wall cap spillway – sidewalk settlement	10+82
21	Wall cap crack – minor	11+58
22	Wall joint separation	12+06
23	Crack at wall – vertical	12+65
24	Wall joint separation Wall joint deterioration	13+04
25	Separation of wall and sidewalk	13+10
26	Wall cap spillway crack – horizontal Wall crack - vertical	13+24
27	Wall cap spillway crack – horizontal Wall crack - vertical	13+84
28	Wall joint separation	14+06
29	Wall cap spillway crack – horizontal Wall crack - vertical	14+43
30	Wall and foundation crack - irregular	14+80
31	Wall joint separation	15+12
32	Wall crack – irregular	15+33
33	Wall cap spillway crack – horizontal Wall crack – vertical	15+60
34	Wall joint separation	16+25
35	Wall cap spillway crack – horizontal Wall crack – vertical	16+54
36	Wall joint separation	17+42
37	Wall cap spillway crack – horizontal Wall crack – vertical	18+12

Other deficiencies of this wall include the lack of drainage pipes to allow groundwater to drain from behind the wall into the river. This condition creates hydrostatic pressure behind the wall and exerts forces that can contribute to wall cracks. While the wall has no drainage pipes, the park designer did provide for overland stormwater runoff by sloping the sidewalks to the wall cap spillways.

Also, near station 15+00, there appears to be increased separation at the expansion joint between the sidewalk and the concrete slab of a shade pavilion. The determination of movement from either the seawall or the pavilion structure is unknown. This condition should be monitored to determine if the structure separation worsens.



FIGURE 14
COTEE RIVER PARK
SEAWALL DETERIORATION

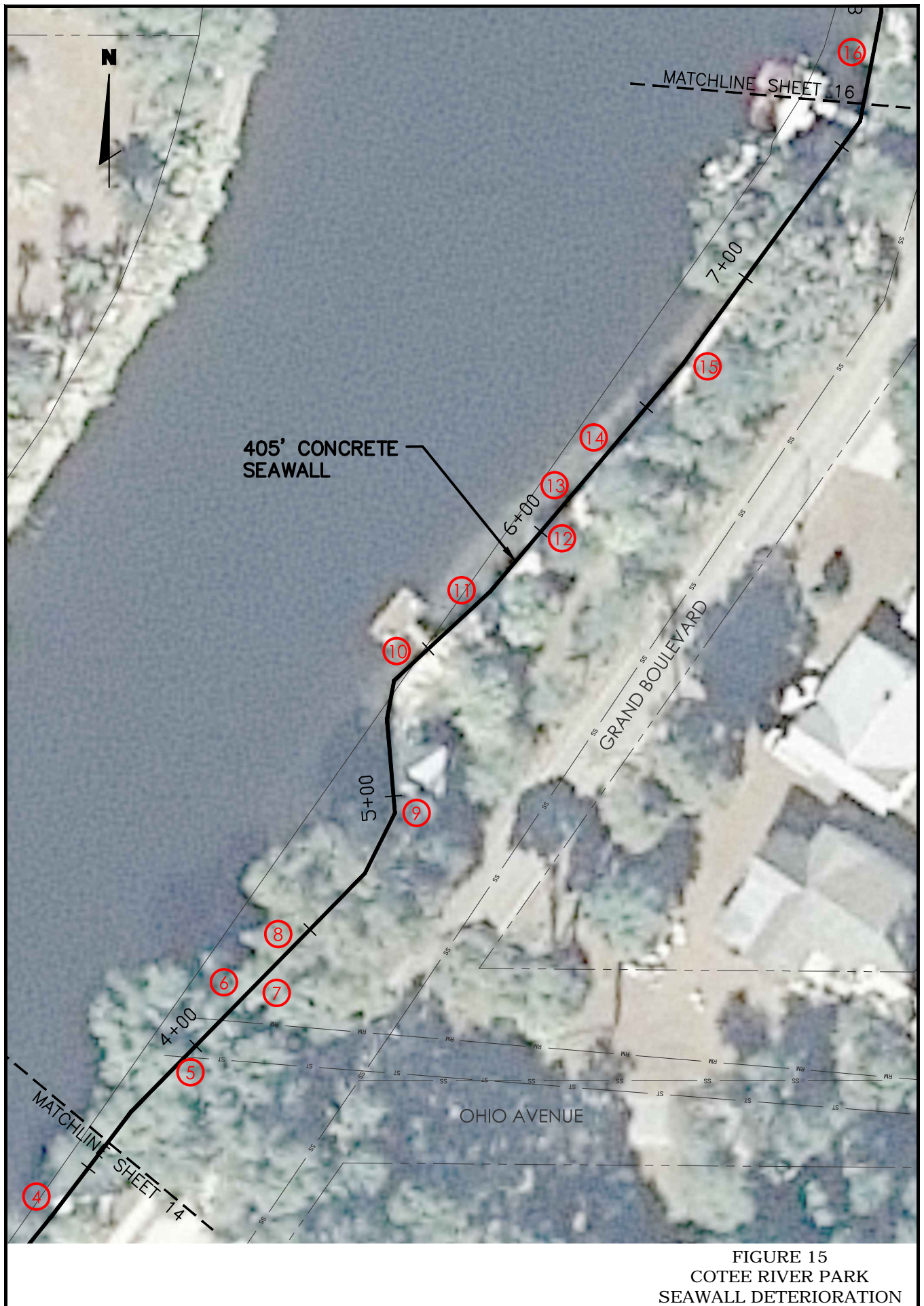


FIGURE 15
COTEE RIVER PARK
SEAWALL DETERIORATION

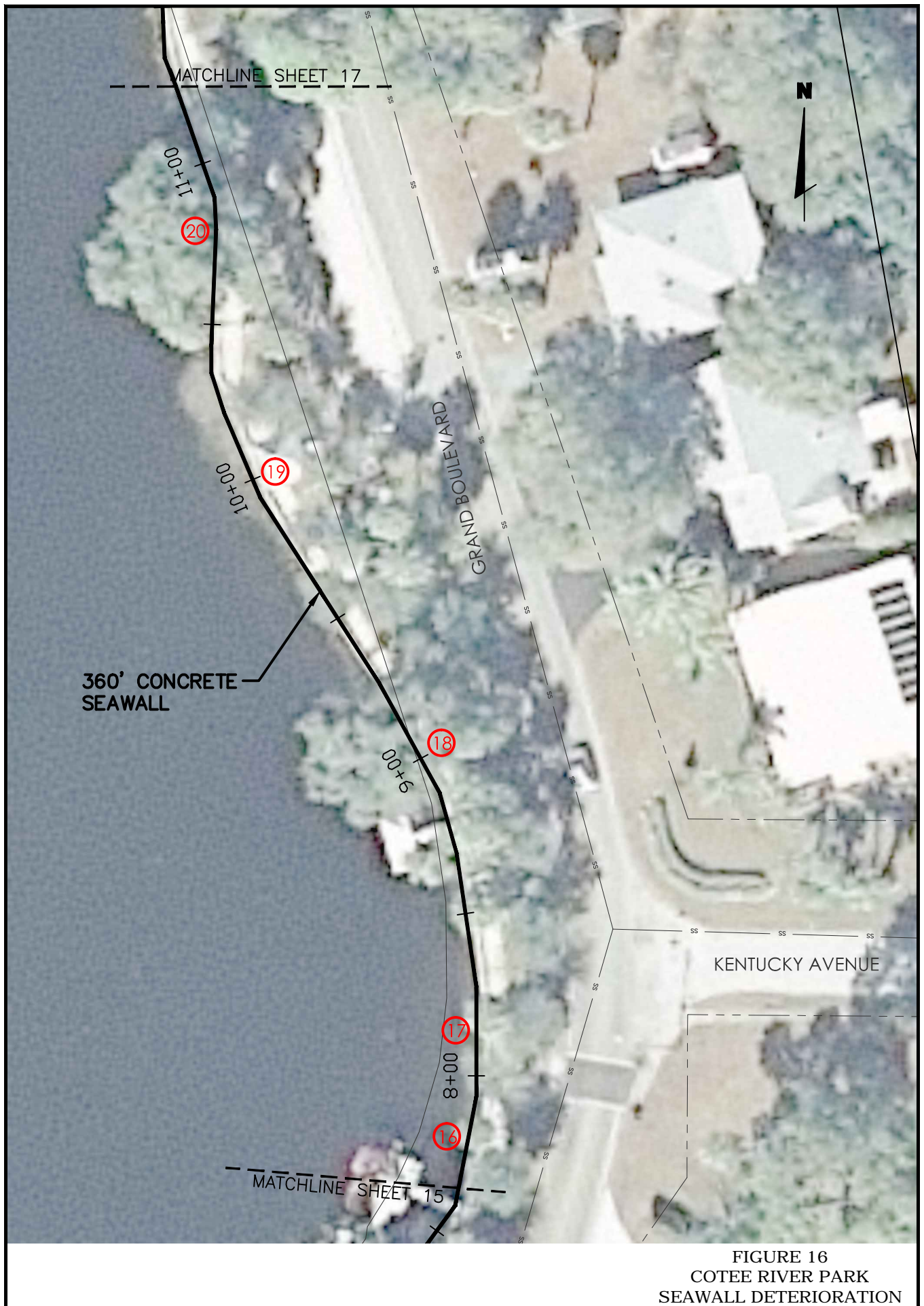




FIGURE 17
COTEE RIVER PARK
SEAWALL DETERIORATION

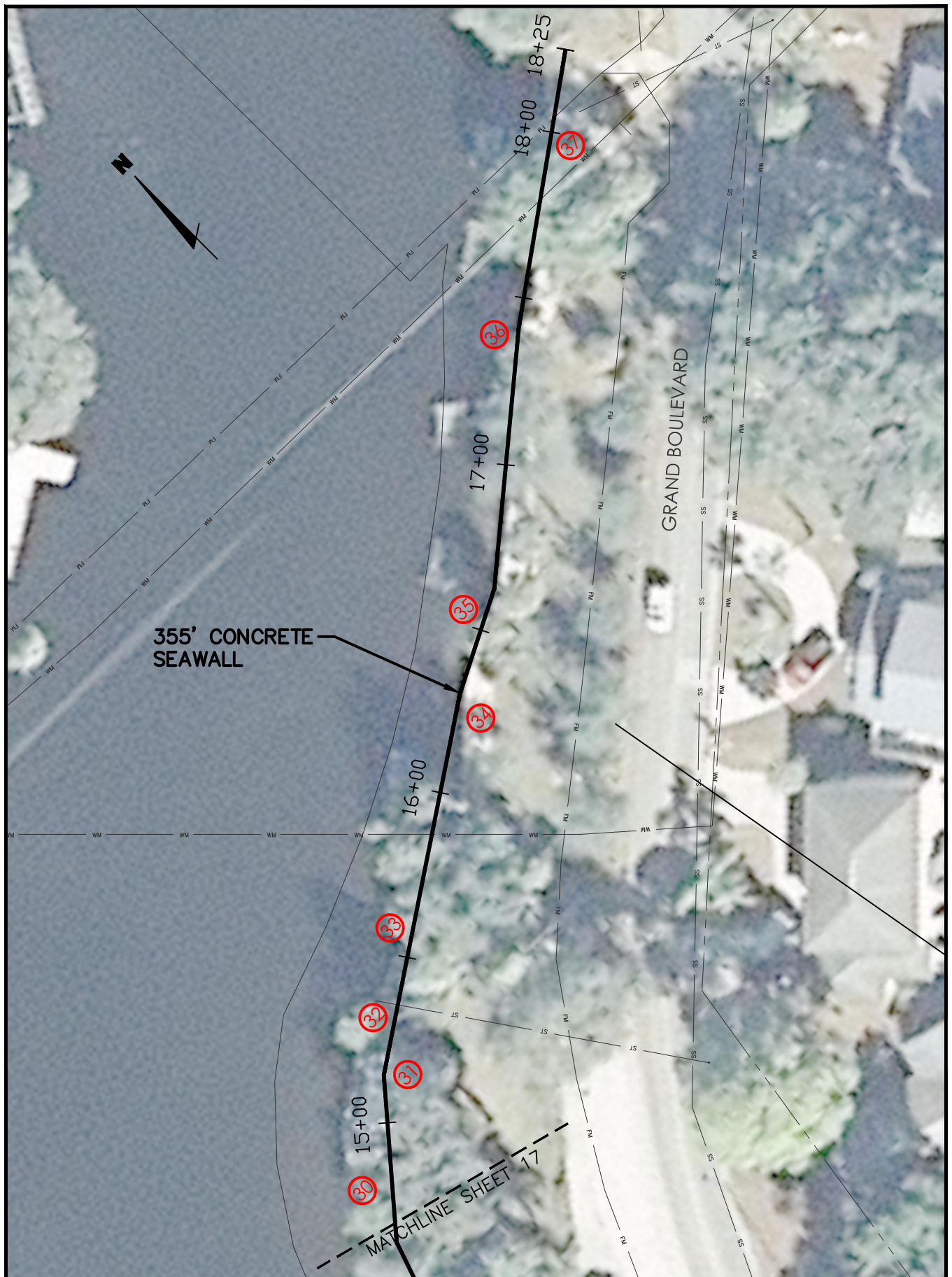


FIGURE 18
COTEE RIVER PARK
SEAWALL DETERIORATION



Figure 19 – Wall Crack at Spillway



Figure 20 – Wall Joint Separation/Spalling

2.2.5. JASMINE PARK

Jasmine Park is located along the west side of the Pithlachascotee River and along the east side of Jasmine Drive. The original construction date of this bulkhead wall is unknown. During the visual inspection, there was evidence of improvements or repairs to the wall, in an attempt to prevent or limit wall failure. These improvements included the installation of drainage pipes along the wall every 6' and the installation of steel rod tie-backs to subsurface mass concrete deadmans (i.e thrust blocks). At the top of the wall is a 4" thick x 2'-6" wide concrete cap. The width of the existing seawall was measured during the tie-back excavation and verified at a thickness of 8-inches. The total length of seawall at this park is 260-ft.

The City performed an excavation of an existing tie-back for both an original concrete wall tie-back and one of the retrofitted steel rod tie-backs. The excavation also exposed one of the 2" diameter drainage holes in the wall, which revealed the lack of a soil filter to prevent erosion through the hole. It is possible this condition exists for the other drainage holes.

The GPR investigation did find evidence of voids at several locations along the wall. **Table 5** provides a summary of the deterioration found at the bulkhead wall. **Figure 21** shows the park seawall layout along with the locations of the wall deterioration identified during the visual inspection. **Figures 22, 23, 24, 25, and 26** are photographs of the wall damage noted during the inspection.

Table 5 – Jasmine Park

Item No.	Description of Seawall Deterioration	Station
1	Wall Joint Damage - Erosion	0+00
2	Wall Cap Damage - Spalling	0+10 to 0+33
3	Possible Void Detected	0+40 to 0+70
4	Wall Leaning Outward 2-3 Degrees	0+70 to 0+97
5	Wall Crack – Vertical	0+97
6	Possible Void Detected	0+97 to 1+31
7	Wall Leaning Outward 4-5 Degrees	1+31 to 1+75
8	Possible Void Detected	2+10 to 2+30

In addition to the repair or replacement of the seawalls, the City plans to construct new wall caps and sidewalks. These improvements are intended to match the decorative and design features of the other riverfront parks. However, we recommend additional investigation of the seawall foundation be conducted during the design phase to assure the wall is capable of supporting the new wall cap structure. It may be necessary to provide additional structural support or seawall replacement prior to constructing the wall cap and sidewalk additions.



FIGURE 21
JASMINE PARK SEAWALL
DETERIORATION



Figure 22 - Wall Failure/Crack



Figure 23 - Wall Leaning Toward River – Separation at Construction Joint (Looking South)



Figure 24 - Wall Leaning Toward River – Vertical Wall Crack (Looking North)



Figure 25 - Jasmine Park Seawall Drainage Hole Excavation – No Filter or Slotted Pipe Protection to Prevent Soil Erosion Through Hole



Figure 26 - Jasmine Park Bulkhead Concrete Tie-Back Excavation

3. SEAWALL REPAIR EVALUATION

The condition assessment provided a detailed understanding of the current state of the City's riverfront park seawalls. The existing seawalls do require maintenance and repair on a periodic basis. Even with the limited knowledge of the current age of the seawall structures, they appear to be meeting their intended purpose which is to protect the adjacent upland properties. However, a number of the seawalls require significant repair to extend their operational life-span.

3.1. REPAIR METHODS

The condition assessment identified repair areas for each seawall location. Based upon the type of condition noted and the severity of the wall deterioration, repair methods were determined for each location. The recommended repair methods for each wall deterioration area are shown in **Table 6**. The repair methods include a number of different technologies and materials, which are discussed in detail below.

Table 6 – Seawall Repair Methods

Deterioration Description	Recommended Repair Method
Wall Joint Damage - Separation	Seal exterior of wall joint with epoxy grout, inject 1-part hydrophobic polyethylene resin to stabilize and seal joint from interior
Wall Crack – Vertical and Horizontal	Clean concrete surface at crack location, seal crack from exterior side, inject hydrophobic grout behind wall crack to seal interior
Wall Cap Damage - Spalling	Clean concrete surface at spalled location, construct wood form, apply Sika portland cement mortar to match adjacent surfaces
Wall Cap Damage - Cracks	Bevel each edge of concrete crack, clean concrete surface, apply Sika portland cement mortar to seal crack
Sidewalk Settlement	Inject 2-part structural polyurethane resin to lift concrete sidewalk back to original grade
No or Insufficient Wall Drainage Pipes	Coring of the bulkhead walls and installation of new 4" diameter drainage pipes, including flap valve and filter at specified locations along each wall
Possible Void Detected	Inject 2-part structural polyurethane resin to fill void
Wall Leaning Outward	Remove concrete seawall and replace with steel reinforced concrete foundation and wall. Reuse existing tie-back system if suitable. Connect to existing seawall with VROD composite rebar.
Damaged Tie-Back System	Install helical ground anchors with steel rod to connect to wall anchors

3.2. REPAIR MATERIALS

The following section of this Report provides a brief discussion for each of the proposed repair products identified in Table 6.

3.2.1. SOIL STABILIZING POLYURETHANE (1-PART)

The 1-part polyurethane is a thin liquid resin that reacts with moisture when injected into soil, forming a rock hard, water-tight mass. Conditions behind the seawall require working with wet soils and often below the waterline. This product is often referred to as hydrophobic grout and is used to stabilize loose soils or sands, stopping underground water flows and leaking seawalls. This material is virtually unaffected by fluctuation in the moisture content and retains its strength, size, and impermeability under almost all soil conditions. This product is NSF certified for use in potable water tanks.

For the seawall repair, holes are drilled in the concrete sidewalk or seawall, depending on the application, to accommodate ½" pipes that are driven to the bottom of the void at the structure. The polyurethane chemical resin is injected through the pipes to stabilize and seal any leaks at the structure foundation. This procedure will be conducted along the wall perimeter at each crack or construction joint location to stabilize and seal any leaks at the structure foundation.

3.2.2. STRUCTURAL FOAM POLYURETHANE (2-PART)

The 2-part polyurethane product is used to provide structural support to concrete structures, and is used in combination with the 1-part polyurethane product depending on the repair need. These products are NSF certified for use in potable water tanks.

For the seawall repair, holes are drilled in the concrete sidewalk or seawall, depending on the application, to accommodate ½" pipes that are driven to the bottom of the void at the structure. A polyurethane chemical resin is injected through the pipes. This polyurethane foam material chemically expands to fill voids and cracks in the walls, and impart pressure on the concrete structures. This procedure will be conducted along the seawall at each deteriorated area to stabilize and fill any voids along at the wall.

3.2.3. EPOXY GROUT

To repair cracks near or below the waterline, the proposed repair product is a two component, fast curing epoxy sealing system. The epoxy grout is applied with low pressure injection into the cracks of structural concrete. Examples of this type of epoxy sealing system are the Sikadur Resin products.

3.2.4. PORTLAND CEMENT MORTAR

To repair spalled or smaller wall or wall cap cracks, the proposed repair product is a cementitious patching material that is troweled onto the cleaned concrete surface and formed to match the adjacent surfaces. Examples of this type of product are SikaRepair 222 and 223.

3.2.5. WALL DRAINAGE PIPES

A significant amount of seawall structure failures occur due to the build-up of excessive hydrostatic pressure caused by inadequate drainage from the upland side of the structure. To provide positive drainage to reduce the hydrostatic pressure, the existing seawalls will require the installation of new drainage pipes. These drain pipes are constructed of 4-inch diameter stainless steel pipe, with a flanged face to mount to the wall exterior, a flap valve to allow the discharge of water and prevent intrusion of water from the river, and a stainless steel filter assembly to prevent the loss of soil from the wall interior. This type of product is also produced in a 2.5-inch diameter for use in retrofitting existing weep holes.

3.2.6. FIBERGLASS CONNECTING RODS

To connect new seawall panels to the existing panels requires the use of tension resisting structural members, typically steel rebar. For the purposes of exposure to marine environments, particularly with this application, the use of composite rebar made from high strength glass or carbon fibers and vinyl ester resin is recommended. The glass/carbon fibers impart strength to the rod while the vinyl ester resin provides corrosion resistance in harsh environments. This product can also be used to provide a structural repair to walls experiencing heavy crack development.

3.2.7. HELICAL GROUND ANCHORS

Helical seawall tie-backs are used for new seawall construction and retrofitting failing seawalls. They have advantages over conventional deadman tie-backs because they can be installed quickly and tensioned immediately for reduced construction times. These anchors can be installed from land or water side of the wall, they are removable and extendable, and can be installed underneath existing structures. Helical anchors are classified as soil anchors and loads are developed based upon the capacity of the soil behind the wall. Holding capacity is proportional to installation torque. Length and bearing area of the anchors can be adjusted in the field to meet the specified load requirements.

3.3. ESTIMATED COSTS

Estimated costs of each repair location discussed in Section 2 were determined and are listed in the table below. The costs for each method were based on estimation of quantities and unit prices from projects of similar construction elements, and use of material unit prices from a qualified local seawall repair contractor. The level of accuracy of the cost estimates is expected to be between +/- 25%. **Table 7** presents the total capital costs for each project location.

Table 7 – Repair Cost Summary and Project Ranking

Park Location	Estimated Repair Cost	Engineering, Permitting, and Survey Cost	Total Capital Cost	Project Ranking
Grand Boulevard Park	\$12,280	\$1,840	\$14,120	4
Sims Park Boat Ramp	\$233,230	\$35,000	\$268,230	3
Sims Park	\$170,500	\$25,600	\$196,100	1
Cotee River Park	\$156,800	\$23,500	\$180,300	2
Jasmine Park	\$175,500	\$26,300	\$201,800	5

Capital costs include engineering, permitting, equipment/material purchase, and construction of the improvements. A 25% contingency amount was included in the capital costs. Detailed cost spreadsheets for each park location are included in **Attachment B** of this Report.

Project rankings, shown in **Table 7**, were developed based on comparing (1) the estimated repair costs for each location, (2) the amount and frequency of recreational use at each park, and (3) the inclusion of the seawall repairs with the City's overall park improvements objectives. Each project ranking is discussed below:

1. Even though Sims Park has a high repair cost, this park was ranked with the highest priority to receive repairs since the City has recently completed the first phase of the Sims Park Improvements project. This park has the highest resident recreational use and is a high profile park within the City.
2. The next project ranking priority is for the Cotee River Park. This park also went through a major improvements project within the past 15 years and is heavily used, and completing repairs in a timely manner will help limit the potential for continued seawall deterioration and future costly repairs.
3. The Sims Park Boat Ramp was ranked 3rd in priority, as this park is planned for park improvements to mirror the recently completed Sims Park. The seawall repair and improvements for this park could also be included in the future park improvements project construction phase.
4. Grand Boulevard Park was ranked 4th in priority, as the seawall is in relatively good condition. With the low estimated cost this seawall can be repaired as the City's budget allows.
5. Jasmine Park was ranked 5th in priority, as this park bears a high repair cost while it has a total seawall length significantly less than the top 3 ranked parks. This park is also mainly a

neighborhood park with limited parking or other facilities that would improve City resident access. Also, with the City's plan is to add new wall caps and sidewalks, should further evaluation require a greater amount of seawall replacement, the overall project cost could increase significantly.

3.4. RECOMMENDATIONS

The goal of this Report was to conduct a condition assessment of the City's riverfront parks, identify construction methods to repair the seawall deficiencies, provide estimated construction costs of the proposed repairs, and prioritize the repair of each park seawall.

In order to provide the City with a projection of project funding, a phasing plan for the proposed seawall repairs has been developed and is shown in **Table 8**.

Table 8 – Phasing Plan

Park Location	Project Year			
	2018	2019	2020	2021
Grand Boulevard Park				X
Sims Park Boat Ramp			X	
Sims Park	X			
Cotee River Park		X		
Jasmine Park				X
Total Yearly Project Allocation	\$196,100	\$180,300	\$268,230	\$215,920

Based on the condition assessment presented within this Report and the associated costs estimated for each park seawall repair project, we recommend the City move forward with the project phasing plan for fiscal years 2018 through 2021.

ATTACHMENT A



UNIVERSAL ENGINEERING SCIENCES

Consultants in: Geotechnical Engineering • Environmental Engineering
Construction Materials Testing • Threshold Inspection • Private Provider Inspection

OFFICES IN
• Atlanta, GA
• Daytona Beach, FL
• Fort Myers, FL
• Fort Pierce, FL
• Gainesville, FL
• Jacksonville, FL
• Leesburg, FL
• Miami, FL
• Ocala, FL
• Orange City, FL
• Orlando, FL
• Palm Coast, FL
• Panama City, FL
• Pensacola, FL
• Rockledge, FL
• Sarasota, FL
• St. Augustine, FL
• Tampa, FL
• West Palm Beach, FL

March 17, 2017

Brent Heath, P.E.
Stroud Engineering Consultants
10503 Cyndee Lane
Odessa, FL 33556

Reference: ***Ground Penetrating Radar Survey – Void Detection
City of New Port Richey - Seawall
New Port Richey, Pasco County, Florida
Universal Project No. 0830.1700044.0000
RPT No. 1438562***

Dear Mr. Heath:

Universal Engineering Sciences, Inc. (Universal) has completed a ground penetrating radar (GPR) survey along the seawall of Grand Boulevard Park, Sims Boat Ramp, Sims Park, Cotee River Park, and Jasmine Park located in New Port Richey, Pasco County, FL. The following report presents the results of our field exploration with an interpretation as related to any voids along the seawalls.

1.0 SURVEY METHODOLOGY

The exploration took place on March 6, 2017. The GPR survey was conducted throughout the area of interests as shown in the Geophysical (GPR) Exploration Plans on **Figures 1 through 10**. The field data was processed in the office utilizing computer analysis to filter and enhance results.

Ground Penetrating Radar (GPR) is a geophysical exploration tool used to provide a graphic cross-sectional view of subsurface conditions. This cross-sectional view is created from the reflections of repetitive, short-duration electromagnetic (EM) waves which are generated by an antenna in contact with the ground surface as the antenna is pulled in linear traverses across the ground surface. The reflections occur at the subsurface contacts between materials with differing electrical properties. The electrical property contrast that causes the reflections is the dielectric permittivity, which is directly related to the electrical conductivity of the material. The GPR method is commonly used to identify such targets as underground utilities, underground storage tanks, buried debris, or geological features. This recorded information can be used to assist in siting locations for geotechnical borings. The greater the electrical contrast between the surrounding earth materials and the target of interest, the greater the amplitude of the reflected return signal. Unless the buried object/target of interest is highly conductive, only part of the signal energy is reflected back to the antenna located on the ground surface with the remaining portion of the signal continuing to propagate downward to be reflected by deeper features. If there is little or no electrical contrast between the target of interest and the surrounding earth materials, it would be very difficult, if not impossible to identify the object using GPR.

The depth of penetration of the GPR is very site specific and is controlled by two primary factors: subsurface soil conditions and antenna frequency. The GPR signal is attenuated (absorbed) as it passes through earth materials. As the energy of the GPR signal is diminished due to

attenuation, the energy of the reflected waves is reduced, eventually to a level where the reflections can no longer be detected. In general, the more conductive the earth materials, the greater the GPR signal attenuation. In Florida, typical soil conditions which severely limit the GPR signal penetration are near-surface clays, organic materials, and the presence of saline water in the soil pore water space.

A GPR survey is conducted along survey lines (transects), which are measured paths along which the GPR antenna is moved. Available known reference points (i.e., building corners, driveways, topographic features etc.) are placed on a master map, which includes traces of the GPR transect lines overlying the survey geometry. The survey map allows for correlation between the GPR data and the position of the GPR antenna on the ground. Features most commonly associated with potential voids are:

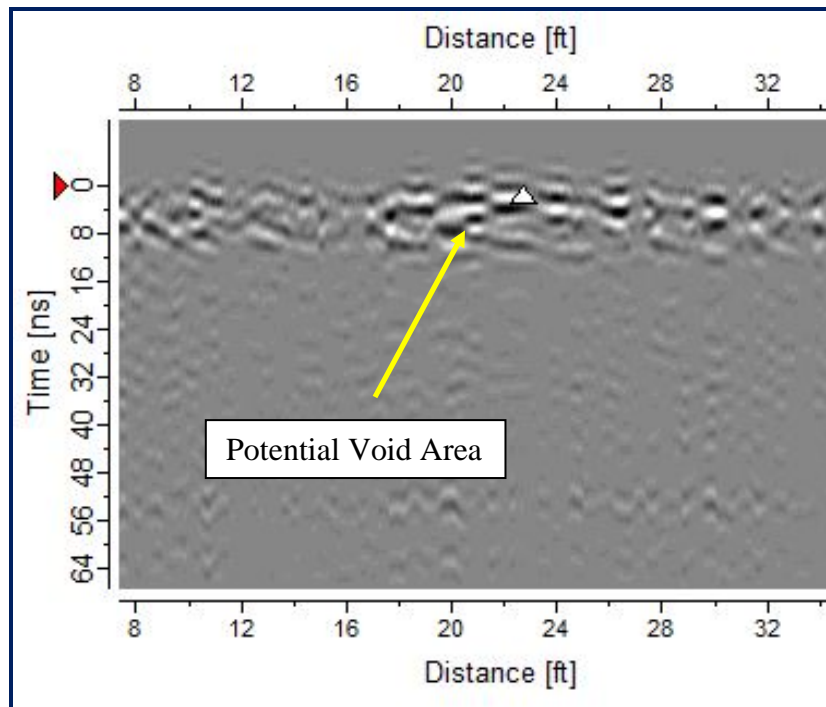
- A strong reflection or a higher contrast area imaged within a transect with no definite shape.

2.0 FIELD SURVEY AND CONCLUSIONS

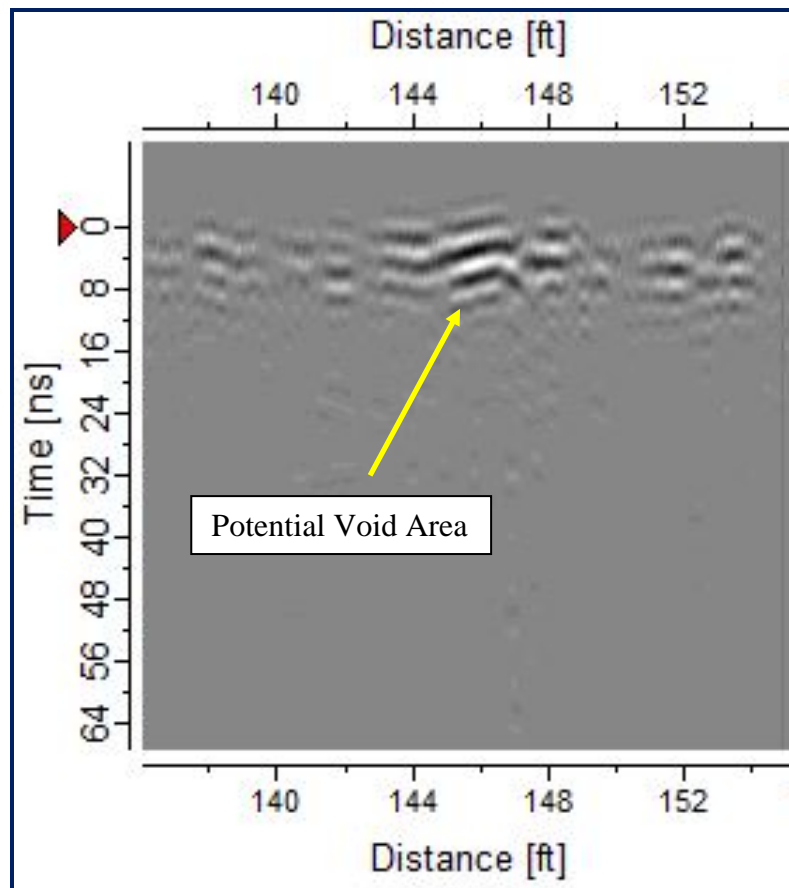
2.1 Ground Penetrating Radar

The GPR survey was conducted along transect lines established within the survey area, as shown on the Exploration Plans, **Figures 1 through 10**. A RAMAC X2M integrated radar with a 500-megahertz antenna with a time window of 78 nanoseconds (ns) was used to perform the GPR survey. A total of sixty four (64) transects were completed in continuous mode. The GPR was coupled with a Trimble AgGPS 114 differential global positioning system (GPS) receiver to obtain latitude and longitude coordinates along each GPR trace. The equipment settings for, and date of GPR data collection are included on the GPR Exploration Plan. In addition to potential voids, underground pipes, culverts and tiebacks were imaged.

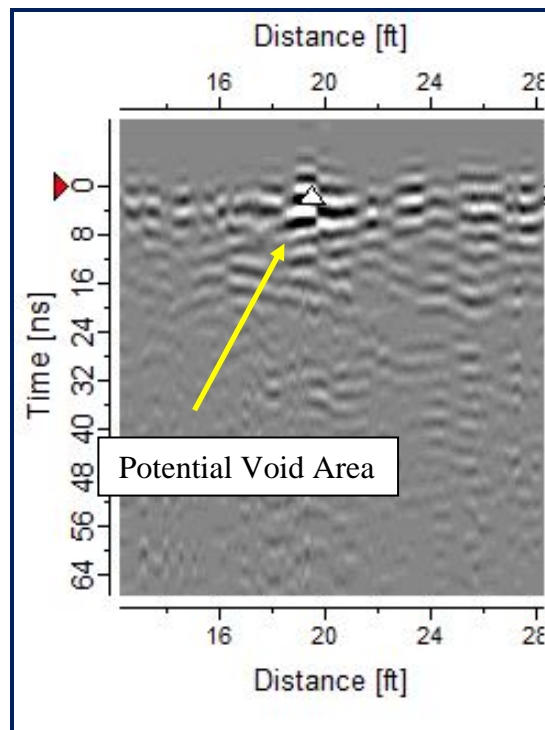
Within imaged GPR profiles, Universal encountered seven areas which were imaged to be a potential void.



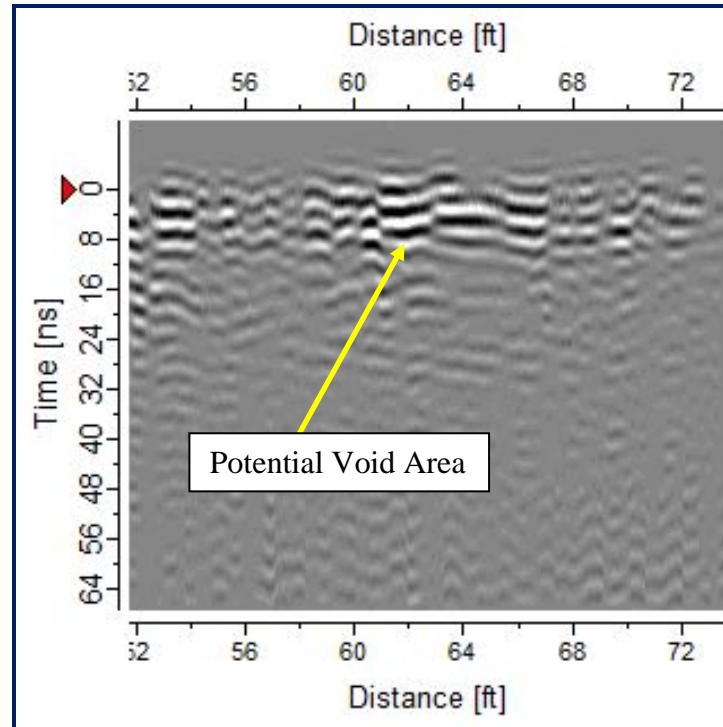
Radargram 6 – Showing potential void along the seawall at Sims Boat Ramp.



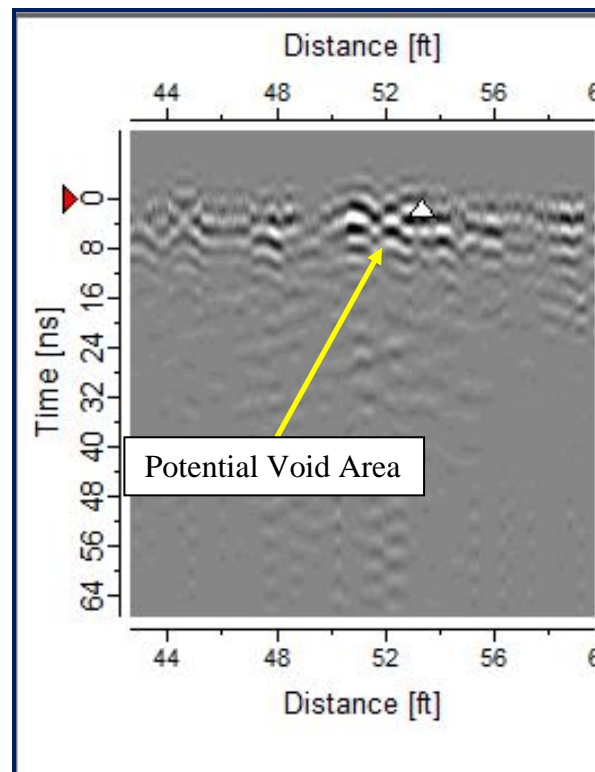
Radargram 30 – Showing potential void along the seawall at Sims Park.



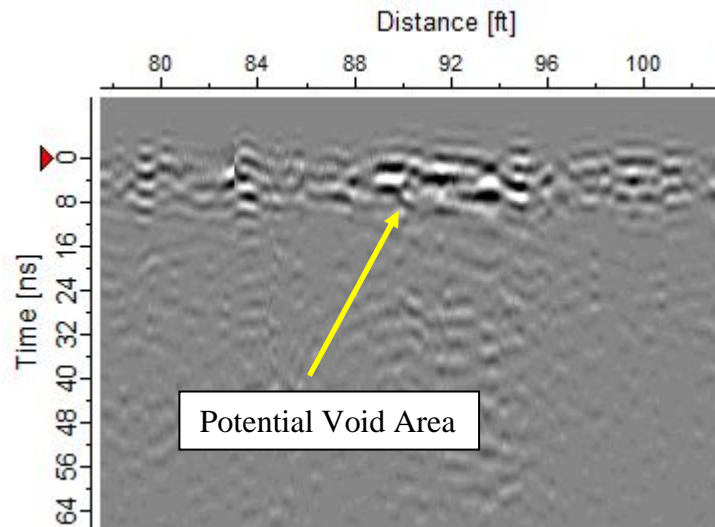
Radargram 31 – Showing potential void along the seawall at Sims Park.



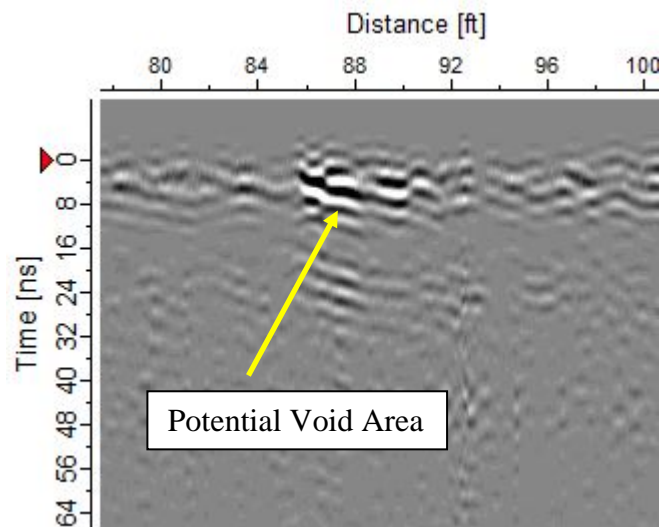
Radargram 35 – Showing potential void along the seawall at Sims Park.



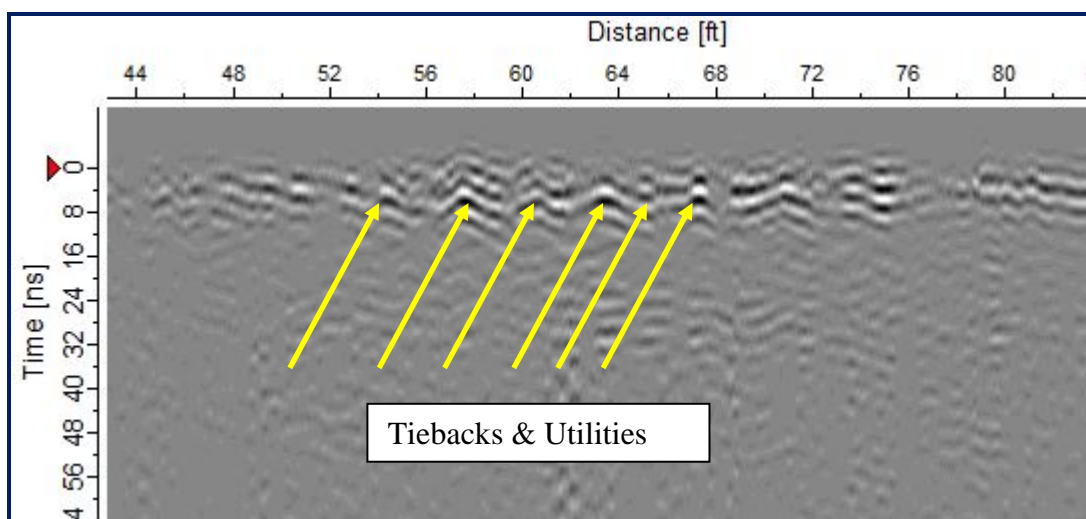
Radargram 39 – Showing potential void along the seawall at Sims Park.



Radargram 61 – Showing potential void along the seawall at Jasmine Park.



Radargram 62– Showing potential void along the seawall at Jasmine Park.



Radargram 64 – Showing tiebacks and utilities on approximately three foot centers along the seawall at Jasmine Park.

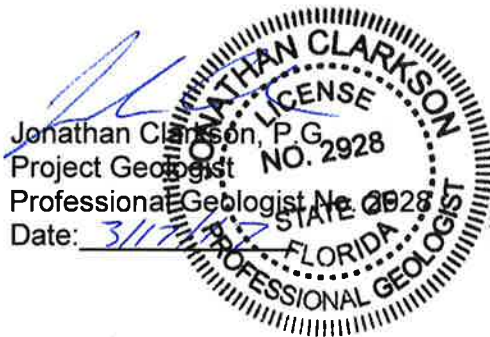
2.2 Conclusions

Universal, observed potential void areas along the Sims Boat Ramp, Sims Park, and Jasmine Park seawalls which were identified in the GPR transects completed during the survey. Within the transects completed along Grand Boulevard Park and Cotee Rive Park, no potential void areas were imaged. Other voids may exist along the seawalls however, were too small to be imaged with the antenna used in this survey. The GPS coordinates of the potential voids have been saved for future reference. The void areas are estimated to be at the greatest depth, .5 to 1.5 feet below the sidewalks/area along the seawall and 2 to 5 feet in length. The locations of the potential voids can be seen in **Figures 1 through 10**. The area of the void should be verified and recommendations for filling the area can be provided upon request.

Respectfully submitted,

UNIVERSAL ENGINEERING SCIENCES, INC.

Certificate of Authorization No. 549/GB33



FIGURES



LEGEND:
GPR TRANSECT (500MHz – TIME WINDOW = 78ns)

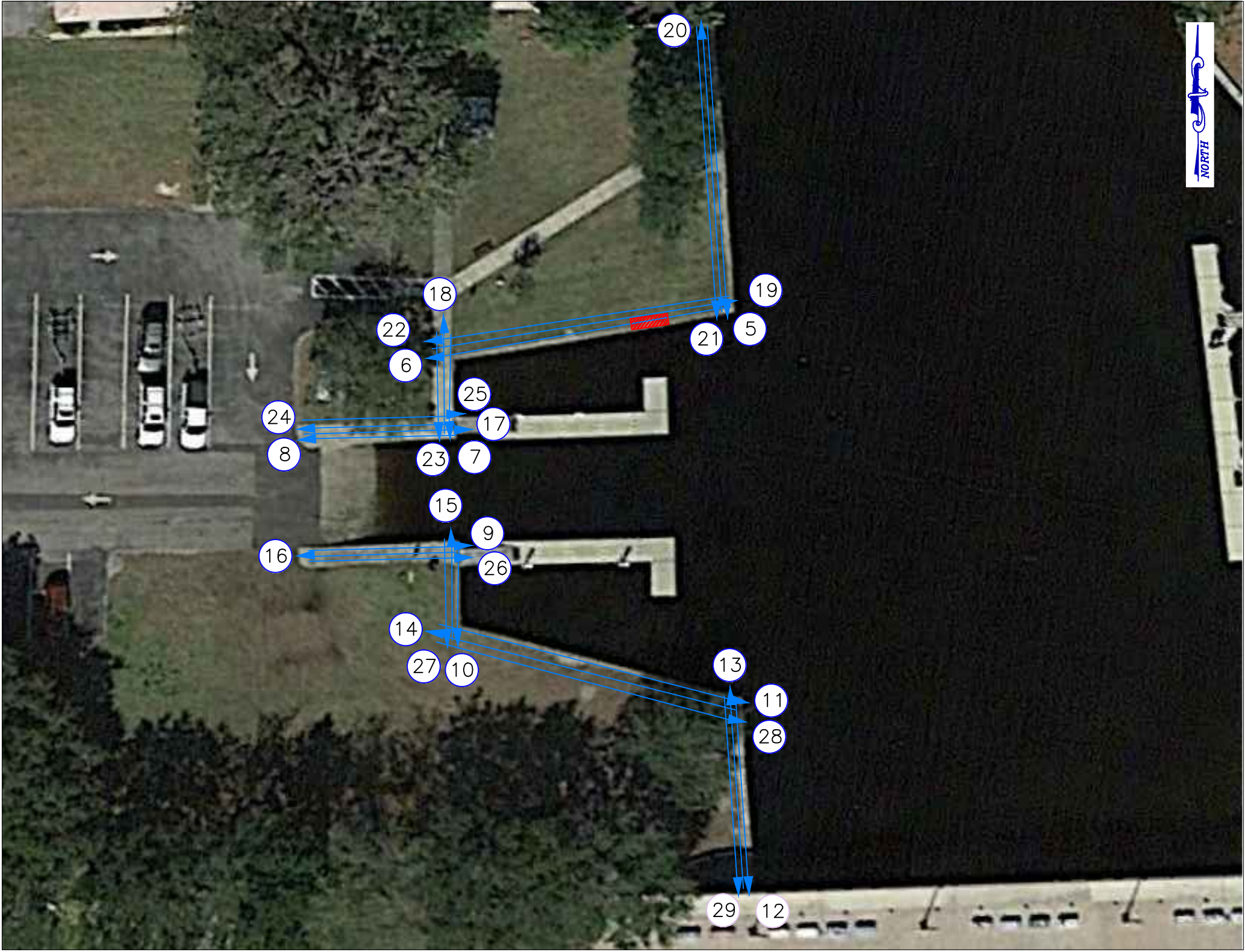


CLIENT: STROUD ENGINEERING			
DRAWN BY:	JC	DATE:	MAR 17, 2017
SURVEYED BY:	JC	DATE:	MAR 6, 2017
REPORT NO:		SCALE:	NTS
PROJECT NO: 0830.1700044.0000			

NEW PORT RICHEY SEAWALL NEW PORT RICHEY, PASCO COUNTY, FLORIDA	
GEOPHYSICAL (GPR) EXPLORATION PLAN – GRAND BLVD PARK	




Figure 1



LEGEND:
GPR TRANSECT (500MHz – TIME WINDOW = 78ns)

CLIENT: STROUD ENGINEERING

NEW PORT RICHEY SEAWALL
NEW PORT RICHEY, PASCO COUNTY, FLORIDA


UNIVERSAL
ENGINEERING SCIENCES

DRAWN BY: JC

SURVEYED BY: JC

REPORT NO:

PROJECT NO: 0830.1700044.0000

DATE: MAR 17, 2017

DATE: MAR 6, 2017

SCALE: NTS

GEOPHYSICAL (GPR) EXPLORATION PLAN – SIMS BOAT RAMP

Figure 2



LEGEND:
GPR TRANSECT (500MHz – TIME WINDOW = 78ns)

CLIENT: STROUD ENGINEERING

DRAWN BY: JC

DATE: MAR 17, 2017

SURVEYED BY: JC

DATE: MAR 6, 2017

REPORT NO:


SCALE: NTS

PROJECT NO: 0830.1700044.0000

NEW PORT RICHEY SEAWALL

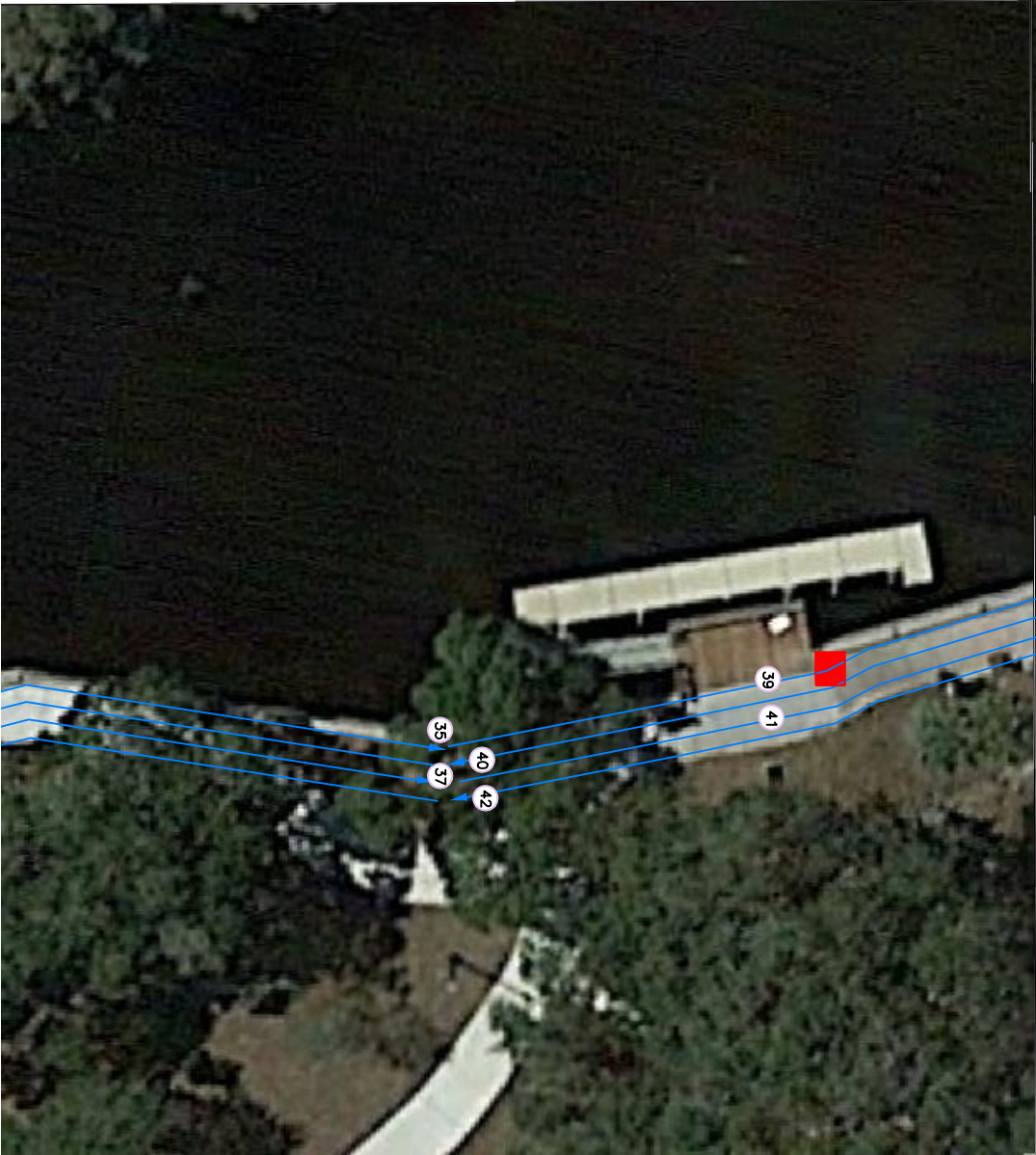
NEW PORT RICHEY, PASCO COUNTY, FLORIDA


GEOPHYSICAL (GPR) EXPLORATION PLAN – SIMS PARK



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Figure 3



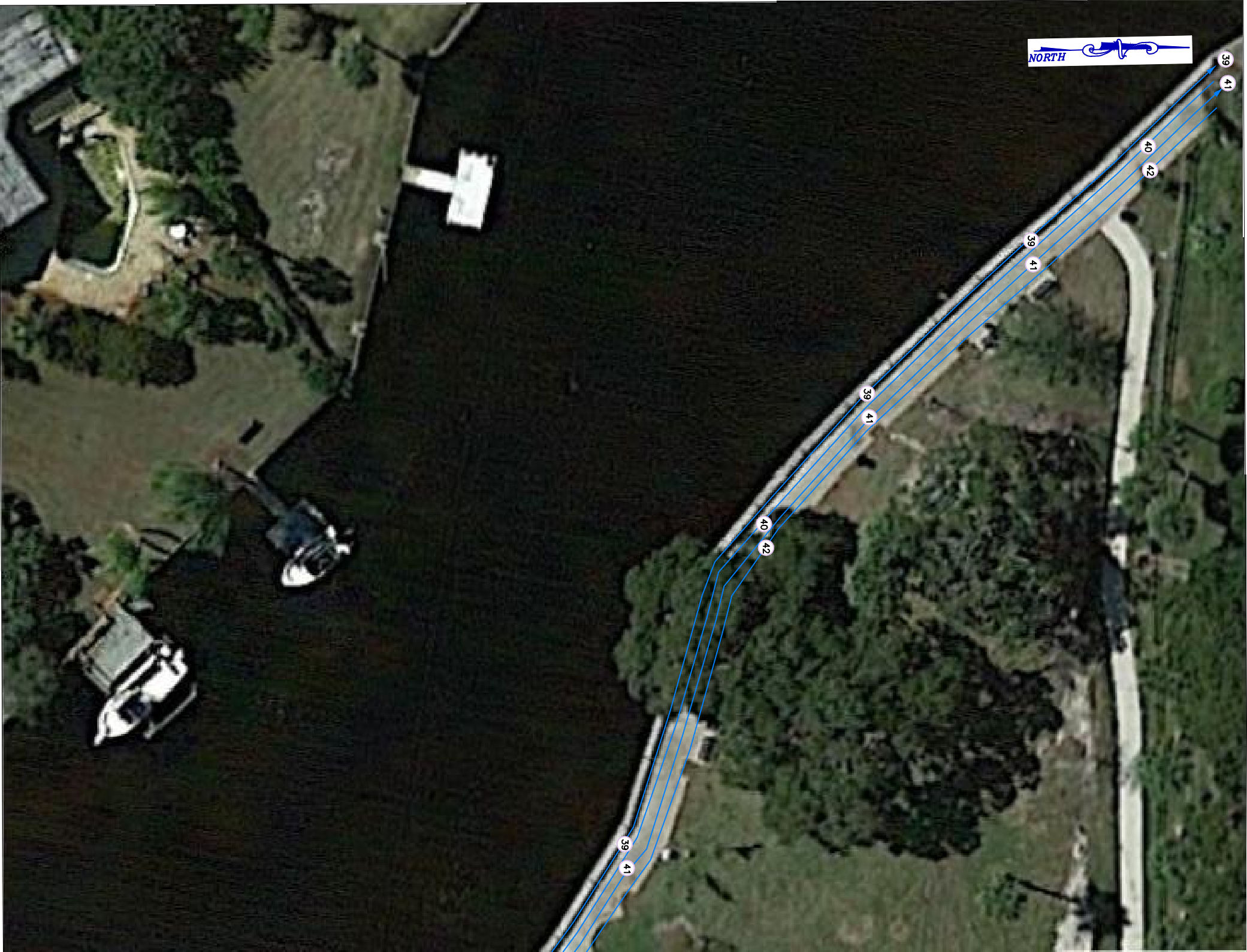
LEGEND:
 GPR TRANSECT (500MHz – TIME WINDOW = 78ns)



<p>CLIENT: STROUD ENGINEERING</p>		<p>DATE: MAR 17, 2017</p>	
		<p>DRAWN BY: JC</p>	
<p>NEW PORT RICHEY SEAWALL NEW PORT RICHEY, PASCO COUNTY, FLORIDA</p>		<p>DATE: MAR 6, 2017</p>	
		<p>SURVEYED BY: JC</p>	
<p>GEOPHYSICAL (GPR) EXPLORATION PLAN – SIMS PARK</p>		<p>SCALE: NTS</p>	
		<p>REPORT NO:</p>	
<p>PROJECT NO: 0830.1700044.0000</p>			



Figure 4



LEGEND:
→
GPR TRANSECT (500MHz – TIME WINDOW = 78ns)


CLIENT: STROUD ENGINEERING	NEW PORT RICHEY SEAWALL NEW PORT RICHEY, PASCO COUNTY, FLORIDA			 UNIVERSAL ENGINEERING SCIENCES
	GEOPHYSICAL (GPR) EXPLORATION PLAN – SIMS PARK			
	DRAWN BY: JC	DATE: MAR 17, 2017		
	SURVEYED BY: JC	DATE: MAR 6, 2017		
	REPORT NO: NTS			
PROJECT NO: 0830.1700044.0000				

Figure 5

LEGEND:
GPR TRANSECT (500MHz – TIME WINDOW = 78ns)

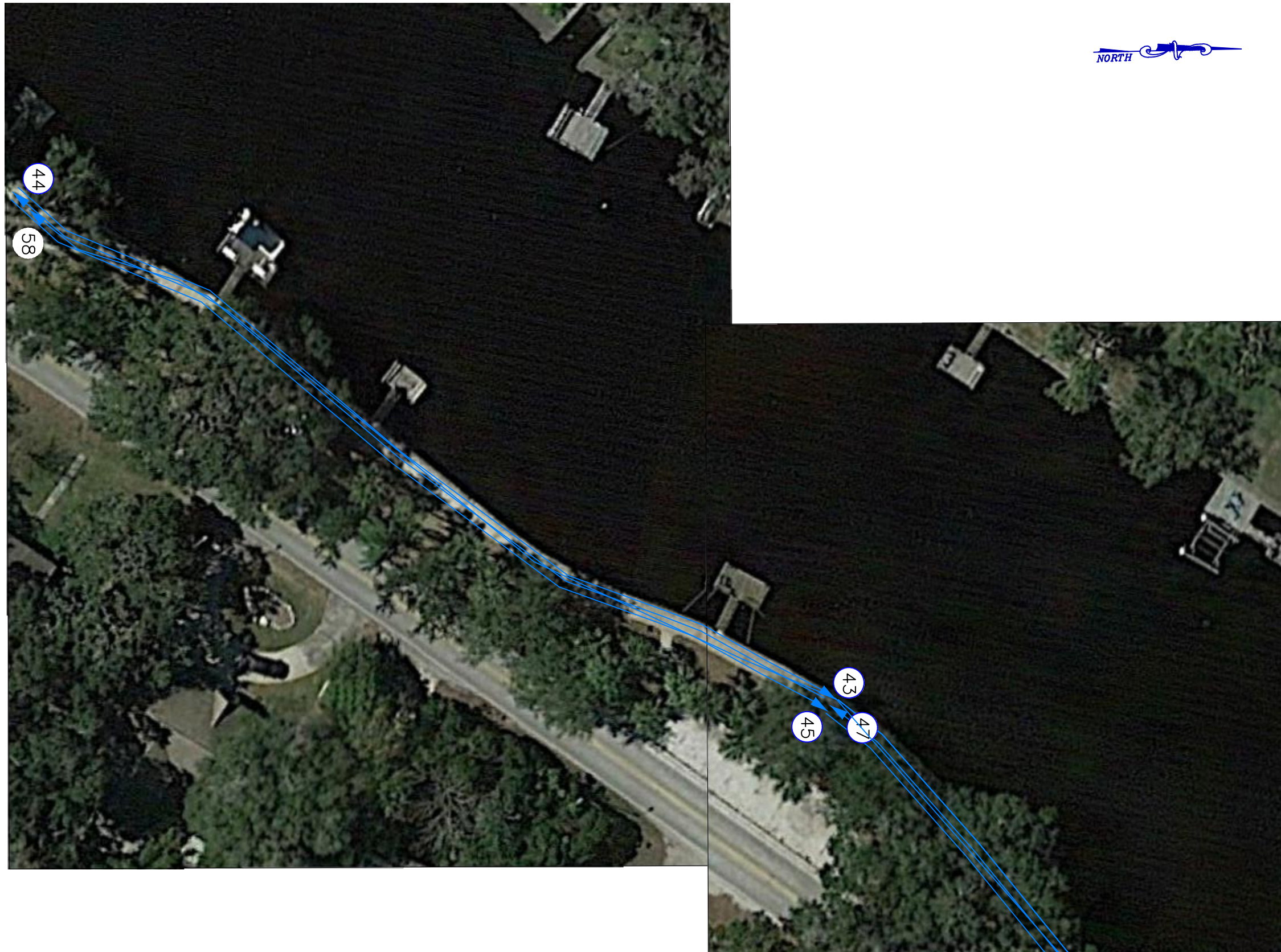


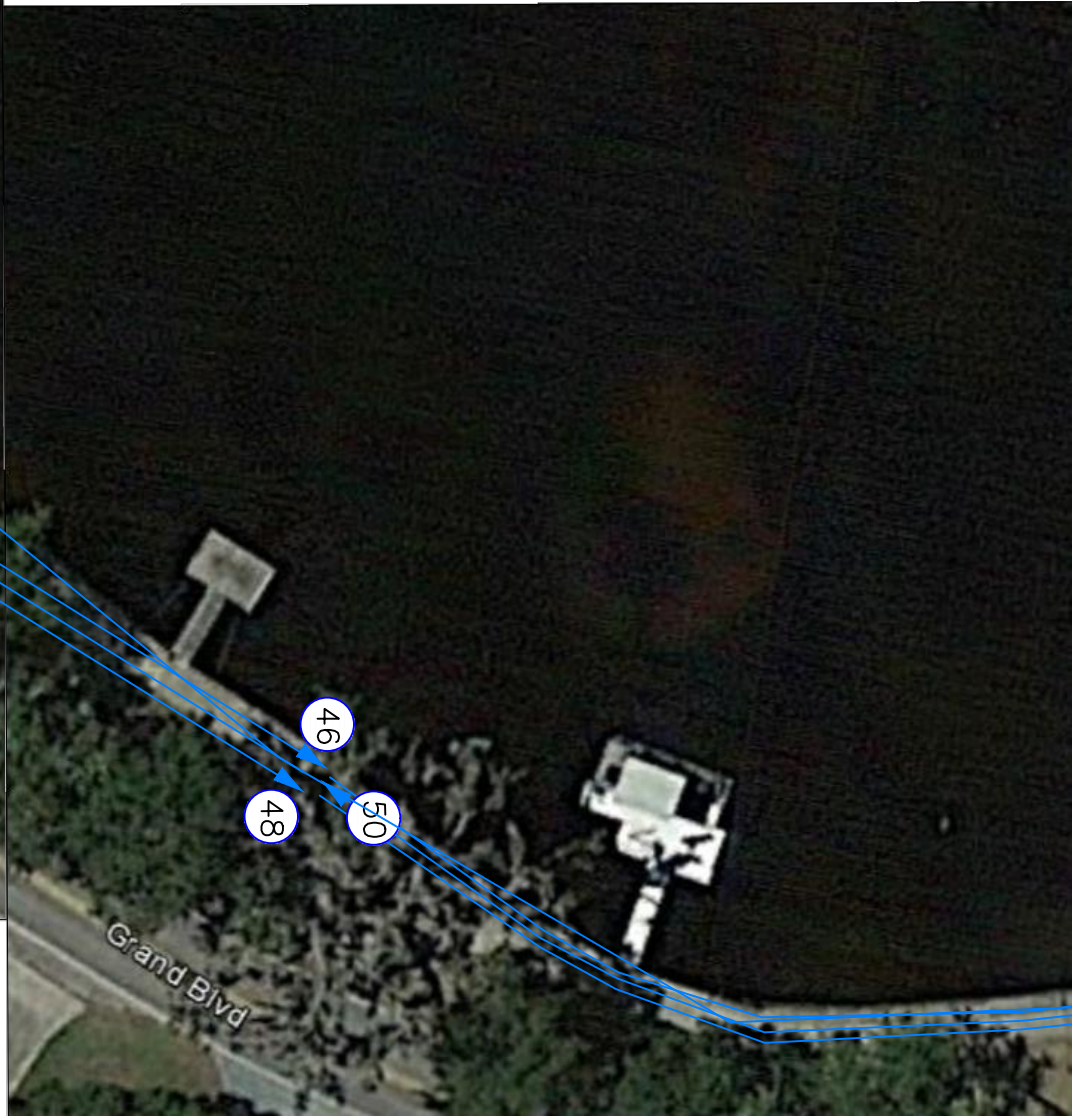
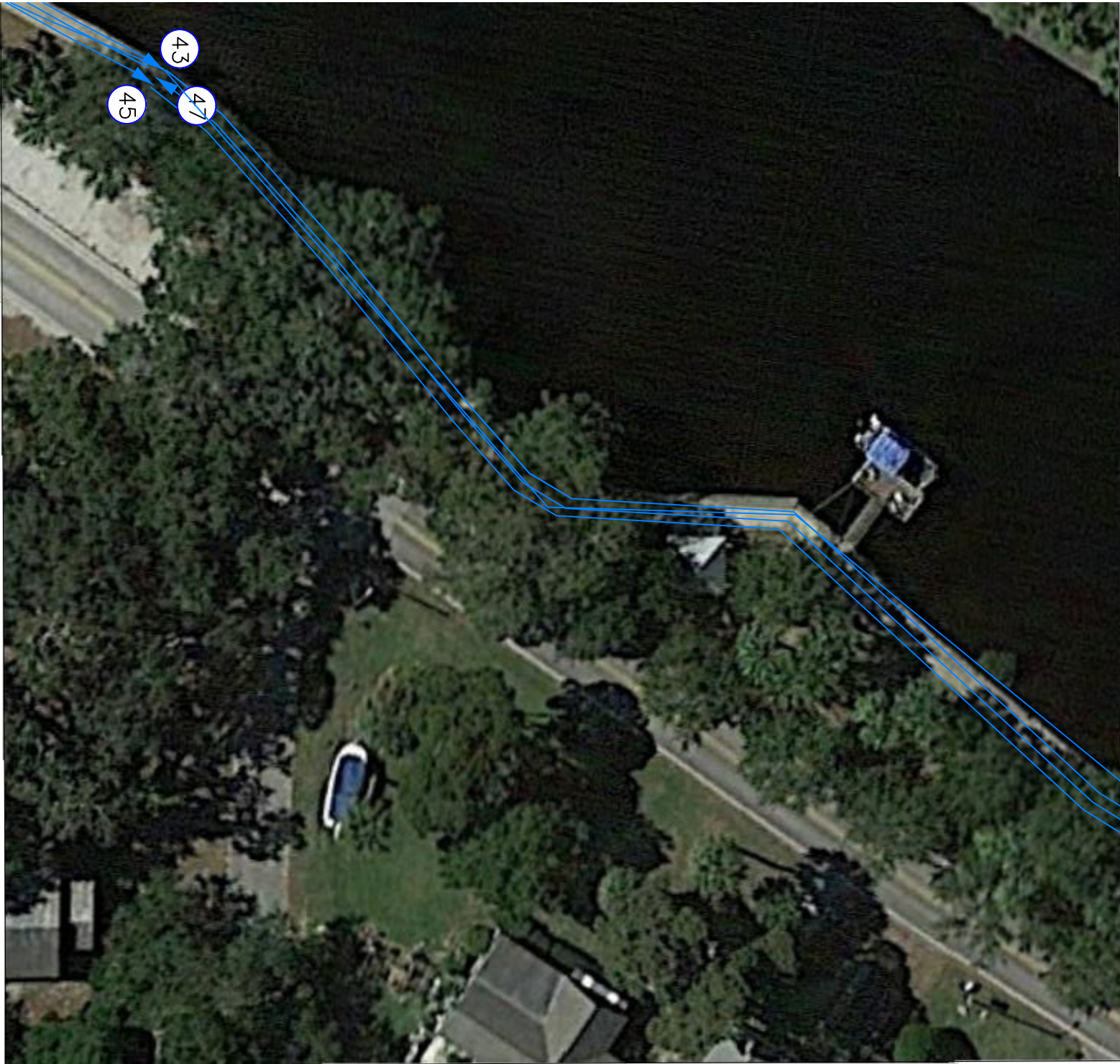
Figure 6


NEW PORT RICHEY SEAWALL
NEW PORT RICHEY, PASCO COUNTY, FLORIDA

GEOPHYSICAL (GPR) EXPLORATION PLAN – COTEE RIVER PARK

CLIENT: STROUD ENGINEERING

DRAWN BY:	JC	DATE:	MAR 17, 2017
SURVEYED BY:	JC	DATE:	MAR 6, 2017
REPORT NO:		SCALE:	NTS
PROJECT NO:	0830.1700044.0000		



LEGEND:
 GPR TRANSECT (500MHz – TIME WINDOW = 78ns)

CLIENT: STROUD ENGINEERING			
DRAWN BY:	JC	DATE:	MAR 17, 2017
SURVEYED BY:	JC	DATE:	MAR 6, 2017
REPORT NO:		SCALE:	NTS
PROJECT NO: 0830.1700044.0000			

NEW PORT RICHEY SEAWALL NEW PORT RICHEY, PASCO COUNTY, FLORIDA	
GEOPHYSICAL (GPR) EXPLORATION PLAN – COTEE RIVER PARK	

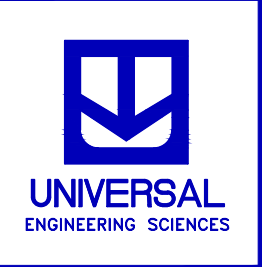
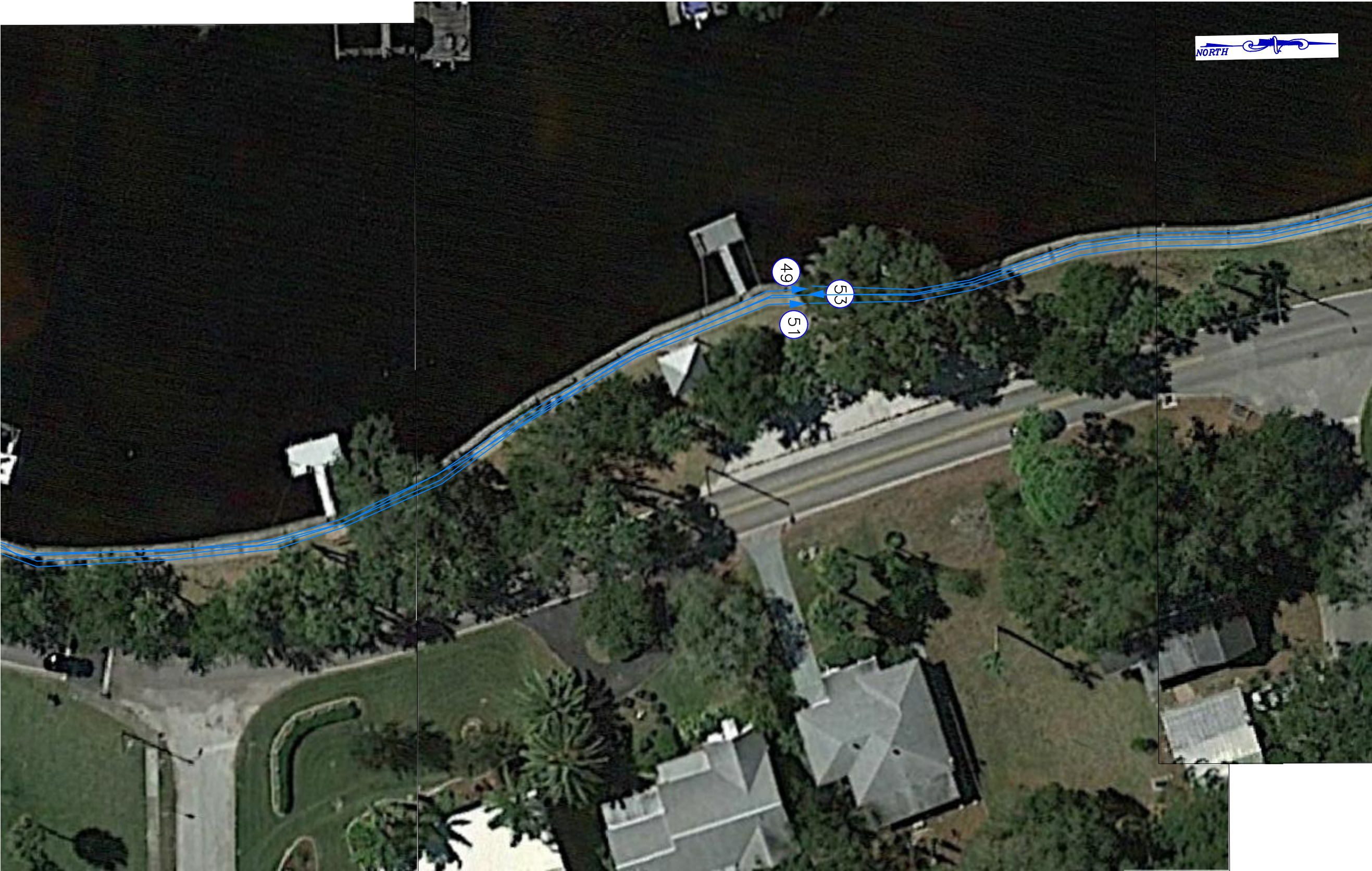


Figure 7



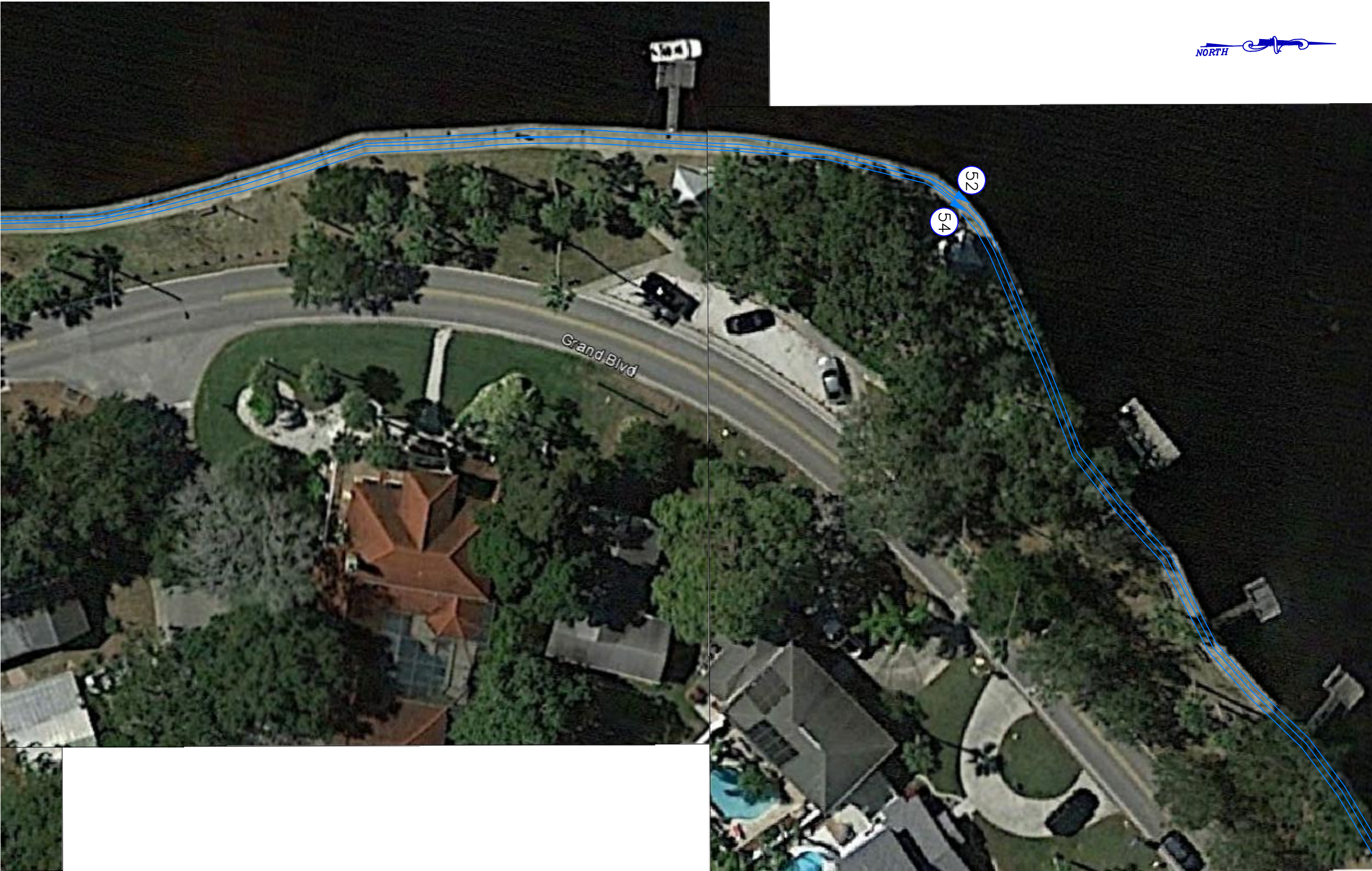
LEGEND:
GPR TRANSECT (500MHz – TIME WINDOW = 78ns)

CLIENT: STROUD ENGINEERING			
DRAWN BY:	JC	DATE:	MAR 17, 2017
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REPORT NO:		SCALE:	NTS
PROJECT NO: 0830.1700044.0000			

NEW PORT RICHEY SEAWALL NEW PORT RICHEY, PASCO COUNTY, FLORIDA	
GEOPHYSICAL (GPR) EXPLORATION PLAN – COTEE RIVER PARK	




Figure 8



LEGEND:
GPR TRANSECT (500MHz – TIME WINDOW = 78ns)

CLIENT: STROUD ENGINEERING			
DRAWN BY:	JC	DATE:	MAR 17, 2017
SURVEYED BY:	JC	DATE:	MAR 6, 2017
REPORT NO:		SCALE:	NTS
PROJECT NO: 0830.1700044.0000			

NEW PORT RICHEY SEAWALL NEW PORT RICHEY, PASCO COUNTY, FLORIDA	
GEOPHYSICAL (GPR) EXPLORATION PLAN – COTEE RIVER PARK	



UNIVERSAL
ENGINEERING SCIENCES

Figure 9



LEGEND:
GPR TRANSECT (500MHz – TIME WINDOW = 78ns)



CLIENT: STROUD ENGINEERING			
DRAWN BY:	JC	DATE:	MAR 17, 2017
SURVEYED BY:	JC	DATE:	MAR 6, 2017
REPORT NO:		SCALE:	NTS
PROJECT NO: 0830.1700044.0000			

NEW PORT RICHEY SEAWALL NEW PORT RICHEY, PASCO COUNTY, FLORIDA	
GEOPHYSICAL (GPR) EXPLORATION PLAN – JASMINE PARK	

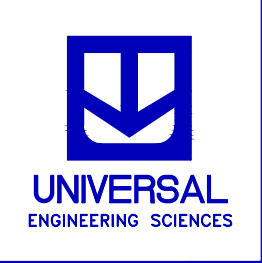


Figure 10

ATTACHMENT B

**New Port Richey
Grand Boulevard Park**

Preliminary Cost Estimate

May 30, 2017

Seawall Repair

Item	Description	Unit Measure	Unit Cost	Quantity	Cost
1	MOBILIZATION/DEMOBILIZATION/BONDS (10%)	LS	\$893.00	1	\$893
2	PREVENTION, CONTROL, AND ABATMENT OF EROSION AND WATER POLLUTION	LS	\$500.00	1	\$500
3	FLOATING TURBIDITY BARRIER	LF	\$10.00	50	\$500
4	SEAWALL VERTICAL JOINT SEALING (URETHANE INJECTION)	GAL	\$150.00	20	\$3,000
5	VENT INSTALLATION	EA	\$400.00	12	\$4,800
6	CRACK REPAIR (EPOXY GROUT AND SEAL)	LF	\$65.00	2	\$130
7	LINEAR JOINT SEALING (URETHANE INJECTION)	LF	\$25.00	0	\$0
8	CAP REPAIR (PRESSURE WASH, RENEW COAT)	SF	\$20.00	0	\$0
9	SPALL PATCHING	SF	\$75.00	0	\$0
10	INITIAL CONTINGENCY AMOUNT (25%)	LS	\$2,455.75	1	\$2,456
Capital Cost Total:					\$12,279
ENGINEERING, SURVEYING, PERMITTING (15%)					\$1,842
Project Cost Total:					\$14,121

**New Port Richey
Sims Park Boat Ramp**

Preliminary Cost Estimate

May 30, 2017

Seawall Repair

Item	Description	Unit Measure	Unit Cost	Quantity	Cost
1	MOBILIZATION/DEMOBILIZATION/BONDS (10%)	LS	\$16,962.50	1	\$16,963
2	PREVENTION, CONTROL, AND ABATMENT OF EROSION AND WATER POLLUTION	LS	\$2,000.00	1	\$2,000
3	FLOATING TURBIDITY BARRIER	LF	\$10.00	500	\$5,000
4	SEAWALL VOID FILL (URETHANE INJECTION)	GAL	\$150.00	150	\$22,500
5	VENT INSTALLATION	EA	\$400.00	30	\$12,000
6	CRACK REPAIR (EPOXY GROUT AND SEAL)	LF	\$65.00	500	\$32,500
7	LINEAR JOINT SEALING (URETHANE INJECTION)	LF	\$25.00	500	\$12,500
8	SPALL PATCHING	SF	\$75.00	100	\$7,500
9	SEAWALL SURFACE REPAIR (PRESSURE WASH, RENEW COAT)	SF	\$20.00	2000	\$40,000
10	CONCRETE/PAVER SIDEWALK	SF	\$20.00	375	\$7,500
11	SEAWALL CONCRETE CAP	LF	\$75.00	375	\$28,125
12	INITIAL CONTINGENCY AMOUNT (25%)	LS	\$46,646.88	1	\$46,647
Capital Cost Total:					\$233,234

ENGINEERING, SURVEYING, PERMITTING (15%) **\$34,985**

Project Cost Total: \$268,220

**New Port Richey
Sims Park**



Preliminary Cost Estimate

May 30, 2017

Seawall Repair

Item	Description	Unit Measure	Unit Cost	Quantity	Cost
1	MOBILIZATION/DEMOBILIZATION/BONDS (10%)	LS	\$12,400.00	1	\$12,400
2	PREVENTION, CONTROL, AND ABATMENT OF EROSION AND WATER POLLUTION	LS	\$2,500.00	1	\$2,500
3	FLOATING TURBIDITY BARRIER	LF	\$10.00	500	\$5,000
4	SEAWALL VOID FILL (URETHANE INJECTION)	GAL	\$150.00	400	\$60,000
5	VENT INSTALLATION	EA	\$400.00	90	\$36,000
6	CRACK REPAIR (EPOXY GROUT AND SEAL)	LF	\$65.00	150	\$9,750
7	LINEAR JOINT SEALING (URETHANE INJECTION)	LF	\$25.00	150	\$3,750
8	CAP REPAIR (PRESSURE WASH, RENEW COAT)	SF	\$20.00	0	\$0
9	SPALL PATCHING	SF	\$75.00	40	\$3,000
10	HELICAL ANCHOR	EA	\$2,000.00	2	\$4,000
11	INITIAL CONTINGENCY AMOUNT (25%)	LS	\$34,100.00	1	\$34,100
Capital Cost Total:					\$170,500
ENGINEERING, SURVEYING, PERMITTING (15%)					\$25,575
Project Cost Total:					\$196,075

**New Port Richey
Cotee River Park**



Preliminary Cost Estimate

May 30, 2017

Seawall Repair

Item	Description	Unit Measure	Unit Cost	Quantity	Cost
1	MOBILIZATION/DEMOBILIZATION/BONDS (10%)	LS	\$11,400.00	1	\$11,400
2	PREVENTION, CONTROL, AND ABATMENT OF EROSION AND WATER POLLUTION	LS	\$2,500.00	1	\$2,500
3	FLOATING TURBIDITY BARRIER	LF	\$10.00	500	\$5,000
4	SEAWALL VOID FILL (URETHANE INJECTION)	GAL	\$150.00	100	\$15,000
5	VENT INSTALLATION	EA	\$400.00	180	\$72,000
6	CRACK REPAIR (EPOXY GROUT AND SEAL)	LF	\$65.00	200	\$13,000
7	LINEAR JOINT SEALING (URETHANE INJECTION)	LF	\$25.00	200	\$5,000
8	CAP REPAIR (PRESSURE WASH, RENEW COAT)	SF	\$20.00	0	\$0
9	SPALL PATCHING	SF	\$75.00	20	\$1,500
10	INITIAL CONTINGENCY AMOUNT (25%)	LS	\$31,350.00	1	\$31,350
Capital Cost Total:					\$156,750
ENGINEERING, SURVEYING, PERMITTING (15%)					\$23,513
Project Cost Total:					\$180,263

**New Port Richey
Jasmine Park**

Preliminary Cost Estimate

May 30, 2017

Seawall Repair

Item	Description	Unit Measure	Unit Cost	Quantity	Cost
1	MOBILIZATION/DEMOBILIZATION/BONDS (10%)	LS	\$6,700.00	1	\$6,700
2	PREVENTION, CONTROL, AND ABATMENT OF EROSION AND WATER POLLUTION	LS	\$5,000.00	1	\$5,000
3	FLOATING TURBIDITY BARRIER	LF	\$10.00	500	\$5,000
4	SEAWALL VOID FILL (URETHANE INJECTION)	GAL	\$150.00	200	\$30,000
5	VENT INSTALLATION	EA	\$150.00	40	\$6,000
6	CRACK REPAIR (EPOXY GROUT AND SEAL)	LF	\$65.00	100	\$6,500
7	LINEAR JOINT SEALING (URETHANE INJECTION)	LF	\$25.00	100	\$2,500
8	SPALL PATCHING	SF	\$75.00	160	\$12,000
9	REMOVE CONCRETE SEAWALL	LF	\$200.00	60	\$12,000
10	CONSTRUCT CONCRETE SEAWALL	LF	\$500.00	60	\$30,000
11	CONCRETE/PAVER SIDEWALK	SF	\$20.00	260	\$5,200
12	SEAWALL CONCRETE CAP	LF	\$75.00	260	\$19,500
13	INITIAL CONTINGENCY AMOUNT (25%)	LS	\$35,100.00	1	\$35,100
Capital Cost Total:					\$175,500
ENGINEERING, SURVEYING, PERMITTING (15%)					\$26,325
Project Cost Total:					\$201,825



NEW PORT RICHEY

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

TO: City of New Port Richey City Council
FROM: Debbie L. Manns, City Manager
DATE: 6/20/2017
RE: Second Amended Interlocal Agreement - School Impact Fees

REQUEST:

This request is for approval of a Second Amended Intergovernmental Agreement for the imposition, calculation, collection, administration and expenditure of School Impact Fees imposed on new residential construction.

DISCUSSION:

Since 2001, Pasco County, the School Board and each County municipality have had an Intergovernmental Agreement which required the each municipality to collect school impact fees. In 2005, the impact fees were updated along with an Amended Intergovernmental Agreement. As the costs associated with providing public school facilities continues to increase, the School Board commissioned a study earlier this year to “recalibrate” the existing school impact fee using the current level of service standards for building and site area, school construction and land acquisition costs, and the associated projected student growth.

The Impact Fee Study identified a significant need over the next five and ten year periods based upon projected student growth (7,500 additional student seats). To meet this need in part, the study recommended an increase in the current impact fee to help meet the projected need for new schools, as impact fees cannot be used to increase capacity of current facilities or for general operations and maintenance. Impact Fees can only be used to provide new capacity to serve corresponding new growth. The new fees create a tier system for single family detached dwellings by square footage.

This amendment affirms the cooperation with the County in the collection of the School Impact Fees in accordance with the School Impact Fee Regulations due on new residential construction. The term of this Agreement shall extend from the date of its execution through June 2027. The term shall be automatically renewed for additional one-year terms every July 1st unless one party delivers a written notice of termination to other parties prior to January 1st of that year. Termination as to a party(ies) shall not affect the remainder of the parties obligations under this Agreement.

RECOMMENDATION:

Staff recommends approval of the request.

BUDGET/FISCAL IMPACT:

Funding is not required for this recommendation.

ATTACHMENTS:

Description

Type

- | | | |
|---|--|-----------------|
| ▣ | Second Amended Interlocal Agreement - School Impact Fees | Backup Material |
| ▣ | 2017 Pasco County School Impact Fee Study | Backup Material |

SECOND AMENDED SCHOOL IMPACT FEES INTERGOVERNMENTAL
AGREEMENT
BETWEEN PASCO COUNTY, FLORIDA, THE CITIES OF DADE CITY, NEW
PORT RICHEY, PORT RICHEY, ZEPHYRHILLS, SAN ANTONIO AND THE TOWN
OF ST. LEO, AND THE DISTRICT SCHOOL BOARD OF PASCO COUNTY

THIS SECOND AMENDED INTERGOVERNMENTAL AGREEMENT is made and entered into by Pasco County, a political subdivision of the State of Florida; (the “County”); the Cities of Dade City, New Port Richey, Port Richey, Zephyrhills, San Antonio and the Town of St. Leo, municipal corporations existing under the laws of the State of Florida, (the “Cities”/“Town” or “City”); and the District School Board of Pasco County, a body corporate existing under the laws of the State of Florida (the “School Board”).

WHEREAS, Pasco County continues to experience rapid growth generated by new residential construction and the accompanying increase in public school enrollment leading to overcrowded public school facilities in the Pasco County School District, which includes all of incorporated and unincorporated Pasco County; and

WHEREAS, in 2001 the County adopted Ordinance No. 01-06, the School Impact Fee Ordinance, codified in the Pasco County Code of Ordinances in Chapter 78, Article II, which required~~s~~ new residential construction to contribute its fair share of the cost of public school facilities necessitated by such new residential construction by the payment of ~~S~~school ~~I~~mpact ~~F~~ees (“School Impact Fees”); and

WHEREAS, the County, Cities/Town and School Board entered into an Intergovernmental Agreement dated April 3, 2001, which required the Cities/Town to also collect School Impact Fees; and

WHEREAS, in 2005 the School Board ~~has~~ adopted ~~a~~the School Impact Fee Update Report, ~~dated February 4, 2005, by TischlerBise,~~ and the County has requested that the County amended the School Impact Fee Ordinance to increase the School Impact Fees based on the 2005 School Impact Fee Update Report~~accordingly~~ (“2005 School Impact Fee Increase”); and

WHEREAS, the County, Cities/Town and School Board entered into an Amended Intergovernmental Agreement dated June 7, 2005, which required the Cities/Town to collect the 2005 School Impact Fee Increase; and

WHEREAS, subsequent to the 2005 School Impact Fee Increase, the County codified the School Impact Fee Ordinance and the collection of School Impact Fees into Sections 1302.1 and 1302.3 of the Pasco County Land Development Code; and

WHEREAS, as reflected in a 2017 School Impact Fee Update Report prepared and adopted by the School Board, the costs associated with providing public school facilities continues to increase and the County will adopt ~~an~~ amendments to Sections 1302.1 and 1302.3 of the Pasco County Land Development Code~~Amendment to Chapter 78, Article II~~ increasing the amount of School Impact Fees~~amount~~, necessitating this amendment to the Amended~~original~~ Intergovernmental Agreement dated June 7, 2005~~April 3, 2004~~; and

WHEREAS, the School Impact Fees shall continue to be imposed and collected throughout Pasco County, including both the unincorporated area and within the boundaries of the Cities/Town; and

WHEREAS, the parties to this Second Amended Intergovernmental Agreement (“Agreement”) reaffirm their cooperation to utilize their individual powers to provide for

county-wide procedures for the imposition, calculation, collection, administration and expenditure of ~~s~~School ~~i~~Impact ~~f~~Fees imposed on new residential construction to assist the public in complying with the school impact fee requirements in Sections 1302.1 and 1302.3 of the Pasco County Land Development Code, as may be amended from time to time~~the Amendments to Chapter 78, Article II, (“School Impact Fee Regulations”) County Ordinance~~”).

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. This Agreement is entered into pursuant to the provisions of the Florida Interlocal Cooperation Act, contained in Section 163.01, ~~of the~~ Florida Statutes. This Agreement shall be filed with the Clerk of the Circuit Court of Pasco County upon its adoption by the parties.

3. The Cities/Town hereby agree to continue to assist and cooperate with the County in the collection of the School Impact Fees in accordance with the School Impact Fee Regulations~~County Ordinance~~, within the boundaries of the Cities/Town as follows:

- (a) The Cities/Town acknowledge the effectiveness of the School Impact Fee Regulations~~County Ordinance~~ on the Cities/Town and agree to collect the school impact fees due on new residential construction as set forth and as required in the School Impact Fee Regulations~~Amended School Impact Fee Schedule as found in Section 78-81 of the County Ordinance~~.

(b) The Cities/Town agree that (i) proposed developments or subdivisions located within the Cities/Town that intend to provide housing for persons who are fifty-five (55) years of age or older, and that intend to seek a waiver of School Impact Fees, shall be reviewed by the County for compliance with Section 1302.1.D. of the School Impact Fee Regulations; (ii) any interpretations of the School Impact Fee Regulations shall be rendered exclusively by the County Administrator, or the County Administrator's designee for the School Impact Fee Regulations; and (iii) any appeals of such interpretations, or requested relief from the School Impact Fee Regulations, shall be processed exclusively by the County in accordance with Section 407 of the Pasco County Land Development Code, as may be amended from time to time, after consultation with, and participation by, the School Board Superintendent, or designee.

(c) Requests for independent fee calculations and school impact fee credits pursuant to Sections 1302.1.E and 1302.1.F. of the School Impact Fee Regulations shall be determined exclusively by the School Board and County consistent with the School Impact Fee Regulations and other intergovernmental agreements between the School Board and County.

(d) Requests for school impact fee refunds pursuant to Section 1302.1.H. of the School Impact Fee Regulations shall be determined exclusively by the School Board.

(e) If the amount of the School Impact Fees is adjusted pursuant to Section 1302.3.B.2. or 1302.3.C.3. of the School Impact Fee Regulations, the School Board or County shall provide a written notice to the Cities/Town that includes (i)

the amounts of the adjusted School Impact Fees, and (ii) the effective date of any adjusted School Impact Fees. The Cities/Town shall have no obligation to implement any adjustment to the School Impact Fees until 30 days after receiving such written notice of the adjustment, or until the effective date of the adjustment, whichever occurs later.

4.(b) The City(s)/Town or County may assess and retain an administration or collection fee not to exceed the City/Town's or County's actual cost of administering and collecting School Impact Fees, as determined by each City, Town or County, ~~1% of the total School Impact Fee~~ to offset the administrative costs of collecting or administering the School Impact Fees. Said administration or collection fee shall be in addition to the School Impact Fees ~~and is non-refundable.~~ The Cities/Town and County shall provide to the School Board an electronic file (csv file) with the fields as shown below that will document all School Impact Fee permits and collections received each month. The electronic file shall be provided to the School Board on or before the 15th of the calendar month following the Cities/Town's or County's collection of this information.

Permit File

<u>Permit Number</u>
<u>Permit Status</u>
<u>Permit Date MMDDYY</u>
<u>Construction Type</u>
<u>Property Owner</u>
<u>Contractor Code</u>
<u>Contractor Name</u>
<u>Lot Number, Street Number, Street Name</u>
<u>Parcel Section, Township, Range, Subdivision, Block, Plot</u>

Receipt File

<u>Permit Number</u>
<u>Account Number</u>
<u>Amount</u>
<u>Receipt Number</u>
<u>Receipt Date MMDDYY</u>
<u>Debit/Credit Code</u>
<u>Voided Receipt Flag</u>

~~4. Such collection method shall remain in effect during each annual renewal term as provided in paragraph 5 unless the City(s)/Town notifies the County in writing prior to the 1st day of June of the selection of an alternative collection option for the next ensuing annual renewal period.~~

5. The ~~initial~~ term of this Agreement shall extend from the date of its execution through June 2027~~06~~. The ~~initial~~ term shall be automatically renewed for additional one-year terms every July 1st unless one party delivers a written notice of termination to other parties prior to January 1st of that year. Termination as to a party(ies) shall not affect the remainder of the parties obligations under this Agreement.

6. All notices and clarifications required under this Agreement and the original and Amended Intergovernmental Agreement ~~adopted by the Board of County Commissioners on April 3, 2001~~, shall be directed to the following officials ~~or successor in that position~~:

For the County:

~~John Gallagher~~, County Administrator
8731 Citizens Dr.~~7530 Little Road~~, Suite 340
New Port Richey, Florida 34654

For the City of

~~Harold Sample~~, City Manager

Dade City:	P.O. Box 1355 Dade City, Florida 33525
For the City of New Port Richey:	J. Scott Miller , City Manager City of New Port Richey 5519 Main Street New Port Richey, Florida 34652
For the City of Port Richey:	Jerry Calhoun , City Manager 6333 Ridge Road Port Richey, Florida 34668
For the City of San Antonio:	Barbara Sessa , City Clerk P.O. Box 75 San Antonio, Florida 33576
For the Town of St. Leo:	Joan Rogers , Town Clerk P.O. Box 2479 St. Leo, Florida 33574
For the City of Zephyrhills:	Steve Spina , City Manager 5335 8 th Street Zephyrhills, Florida 33540
For the School Board:	Heather Fiorentino , Superintendent Pasco County School Board 7227 Land O'Lakes Boulevard Land O'Lakes, Florida 34639

7. In consideration for the County's implementation of the [School Impact Fee Regulations](#)~~County Ordinance~~ and the Cities'/Town's cooperation in the collection of the School Impact Fee as provided in this Agreement, the School Board agrees that it will indemnify and hold the County and the Cities/Town harmless from any loss or damage occasioned by this Agreement or the [School Impact Fee Regulations](#)~~County Ordinance~~, including, but not limited to any loss or damage for any claim arising from the passage, administration or enforcement of the [School Impact Fee Regulations](#)~~County Ordinance~~ or the expenditure or collection of ~~the s~~[School i](#)mpact [Fees pursuant to the School Impact](#)

Fee Regulations, except for claims relating to the administration or collection fee authorized by paragraph 4. The School Board further agrees to indemnify the County and the Cities/Town for the costs of litigation arising from the School Impact Fee Regulations~~County Ordinance~~ or this Agreement, including attorney's fees, damages, and all other losses, except for litigation relating to the administration or collection fee authorized by paragraph 4. In the event of such litigation, the School Board has the right to hire additional attorneys and otherwise control the litigation. Nothing in this Agreement, however, shall be construed to be a waiver by any party of the rights and protections afforded under the common law doctrine of sovereign immunity or under Section 768.28, Florida Statutes, as may be applicable, including, but not limited to any limitation of liability or limitations as to the amount of recoverable damages available.

8. This Agreement shall be governed by the laws of the State of Florida. All legal actions to enforce the 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.

9. To the extent of any conflict between the original or Amended Intergovernmental Agreement and this Agreement, this Agreement shall be deemed controlling. Any provisions of the original or Amended Intergovernmental Agreement not modified by this Agreement shall remain in full force and effect.

10. 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.

11. 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 ~~against any party upon the date of execution by such party~~. 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.

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

(SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS

BY: _____ BY: _____

PAULA S. O'NEIL, Ph.D. ~~JED PITTMAN,~~
CLERK & COMPTROLLER

~~MIKE MOORE~~ PAT MULIERI,
~~Ed. D.,~~ CHAIRMAN

DATE: _____

~~APPROVED AS TO LEGAL FORM AND SUFFICIENCY~~
~~Office of the County Attorney~~

By: _____

~~ATTORNEY~~

[SEAL]

DISTRICT SCHOOL BOARD OF
PASCO COUNTY

ATTEST:

Print Name

Title

Date

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: _____
Attorney for District School Board

[SEAL]

CITY OF DADE CITY

ATTEST:

Clerk

Mayor

Date

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: _____
Attorney for City of Dade City

[SEAL]

CITY OF NEW PORT RICHEY

ATTEST:

Clerk

Mayor

Date

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: _____
Attorney for City of New Port Richey

[SEAL]

CITY OF PORT RICHEY

ATTEST:

Clerk

Mayor

Date

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: _____
Attorney for City of Port Richey

[SEAL]

CITY OF SAN ANTONIO

ATTEST:

Clerk

Mayor

Date

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: _____
Attorney for City of San Antonio

[SEAL]

TOWN OF ST. LEO

ATTEST:

Clerk

Mayor

Date

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: _____
Attorney for Town of St. Leo

[SEAL]

CITY OF ZEPHYRHILLS

ATTEST:

Clerk

Mayor

Date

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: _____
Attorney for City of Zephyrhills



School Impact Fee Update

Prepared for:
District School Board of Pasco County, Florida

May 15, 2017

Prepared by:



4701 Sangamore Road
Suite S240
Bethesda, Maryland 20816
800.424.4318
www.tischlerbise.com

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EXECUTIVE SUMMARY

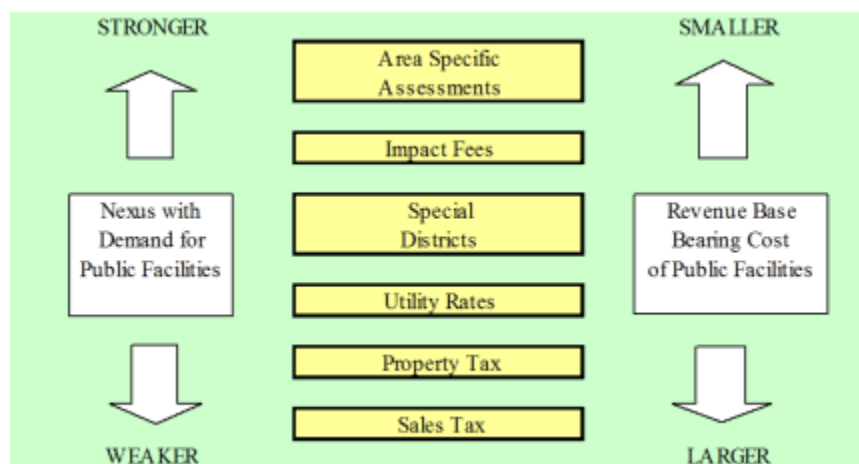
TischlerBise was retained by the District School Board of Pasco County (“District”) to recalibrate the District’s school impact fees using current level of service standards for building and site area, school construction and land acquisition costs, and other FY 2015-2016 budget information. This report is an update to the 2007 *School Impact Fees Update Report* prepared by TischlerBise.

Impact fees are one-time payments used to defray the cost impacts of school facilities necessary to accommodate new development. The payment amount represents new growth’s fair share of capital facility needs. TischlerBise evaluated possible methodologies and documented appropriate demand indicators by type of development for the fee amounts. Specific capital costs were identified using local data and current dollars. Level of Service (LOS) standards and cost factors are presented in this report and are the basis for the calculations. It should be noted that although growth affects both capital and operating expenses incurred by schools, the impact fee analysis addresses new development’s impact on *capital* facilities only. It is further limited to capital improvements and existing debt service that provide additional capacity as opposed to maintenance or rehabilitation.

WHY IMPACT FEES?

Infrastructure funding alternatives force decision-makers to wrestle with a dynamic tension between two competing desires. As shown on the left side of Figure ES1, various funding options have a strong-to-weak connection between the source of funds and the demand for public facilities. It is unfortunate that the funding options with the closest nexus to the demand for public facilities also have the smallest revenue base to bear the cost of the public facilities (see the right side of the diagram). For example, only new development pays impact fees whereas all residents and business pay property tax. Therefore, the property tax base continues to increase over time, but the annual increase in new development is relatively constant from year to year.

Figure ES1. Infrastructure Funding Alternatives



Source: Paul Tischler, Dwayne Guthrie and Nadejda Mishkovsky. 1999. Introduction to Infrastructure Financing. IQ Service Report, Vol. 31, No. 3. Washington, DC: International County/County Management Association.

Moreover, the District is facing declining revenues from a number of important funding sources. For instance, since 1994, Florida Statute 1011.71(2) authorized districts to levy up to 2.0 mills for construction, renovations, and maintenance of school buildings. In 2008, in response to insufficient funding for school districts operating accounts (payroll, utilities, school supplies, etc.) the legislature diverted 0.25 mills to the State operating account. In 2009, the legislature again diverted 0.25 mills to the State operating account, reducing the capital outlay millage to 1.5 mills. Because growth in the student population had slowed during the Great Recession, the loss of these funds was less problematic at the time. However, now that the student population is growing once more, the loss of 0.5 mills is challenging the District's financial stability. By the District's estimation, this loss in capital funding amounts to approximately 12 million dollars annually.

Another example of declining revenues is the Public Education Capital Outlay (PECO) program. PECO is a program in which the State draws funds from a tax collected on the gross receipts from the sale of utility services and provides these funds to school districts for maintenance projects. However, in recent years, PECO dollars have been diverted to charter schools. In fact, from 2012-2014, PK-12 traditional schools received no PECO funding at all. Even though PECO funding has been relatively small, amounting from 1 to 3 million dollars annually, the District must find other funding sources to replace this gap in its budget.

A final example is Pasco County's local option sales tax, commonly referred to as the Penny for Pasco. In 2004, voters passed a local option sales tax to fund school and county infrastructure. The receipts from this tax were used by the District to address overcrowding through school construction. The ten-year sales tax was renewed for an additional 10 years beginning in January 2015, but these funds are now designated primarily for the remodel and renovation of aging schools and not as a funding source for construction of substantial student seats to meet the new demands of growth. Therefore, this can no longer be viewed as a primary source of funding to address the capital needs of growth.

Thus, the District no longer views PECO, the capital outlay millage, or the local option sales tax as adequate revenue sources for meeting the needs of PK-12 student growth. Impact fees represent a policy decision to shift a portion of growth-related capital needs from broad-based revenues, like the Penny for Pasco sales taxes, to revenues that have a stronger nexus between the fee payers and the demand for public facilities. As a dedicated revenue source, impact fees can only be used to fund growth-related system improvements, and therefore, are a more reliable source of funding to meet increased demand in Pasco County schools, as the District's portion of the local option sales tax is now primarily dedicated to maintenance and technology improvements and a significant portion (1.2992 mills) of the 1.5 capital outlay millage is earmarked for debt service.

APPROACH AND METHODOLOGY

There are three basic *methodologies* used to calculate impact fees. The **incremental expansion method** documents the current level of service for each type of public facility in both quantitative and qualitative

measures. The intent is to use fee revenue to expand or provide additional facilities, as needed to accommodate new development, based on the current cost to provide capital improvements. The **plan-based method** is commonly used for public facilities that have adopted plans or engineering studies to guide capital improvements, such as utility systems. A third approach, known as the **cost recovery method**, is based on the rationale that new development is paying for its share of the useful life and remaining unused capacity of an existing facility or land.

Recommended school impact fees for Pasco County Schools **are derived using the incremental expansion approach**. For school capital improvements, the most common methodology employed is typically the incremental expansion method when future capacity needs are anticipated. This approach allows for the greatest flexibility in providing future capacity improvements. Under this methodology, the fees are based on current levels of service (LOS) and project costs for each type of school facility (i.e., elementary, middle, and high), land for school sites, and buses. The LOS is documented in both quantitative and qualitative measures and the intent is to use fee revenue to provide additional or expanded public school facilities as needed to accommodate new development. *Impact fees calculated using this approach can also be used to retire debt service on bonds issued to provide growth-related school capacity.*

The current LOS and capital costs for new or expanded facilities are used to derive a cost per student for each type of school facility. Using the cost per student and the average District public school student generation rate, a cost by type of residential unit is derived. The term “student generation rate” refers to the average number of public school students per housing unit in the District school system. To proportionately capture the demand over the life of a housing unit, student generation rates are calibrated to reflect the average demand from all units (as opposed to the demand from *new* units) in the District school system.

A general requirement common to impact fee calculations is the evaluation of *credits*. Two types of credits should be considered, **future revenue credits** and **site-specific credits**. Revenue credits may be necessary to avoid potential double payment situations arising from a one-time facility fee plus the payment of other revenues that may also fund growth-related capital improvements. Revenue credits are dependent upon the fee methodology used in the cost analysis.

To avoid this potential double payment situation, future revenue credits are appropriate to account for outstanding debt on District school facilities. A credit is necessary since new residential units that will pay the fee will also contribute to future principal payments on this remaining debt through property taxes. A credit is not necessary for interest payments because interest costs are not included in the costs.

The second type of credit, a **site-specific credit**, is for system improvements that have been included in the fee calculations. Policies and procedures related to site-specific credits for system improvements should be addressed in the ordinance that establishes the County’s impact fees. However, the general concept is that developers may be eligible for site-specific credits or reimbursements *only if they provide*

system improvements that have been included in the fee calculations. Project improvements normally required as part of the development approval process are not eligible for credits against impact fees.

RECOMMENDED SCHOOL IMPACT FEES

Figure ES2 displays the current school impact fees for Pasco County. As shown below, the current adopted fees include four residential floor area types, including Single Family Detached, Single Family Attached (Townhome/Duplex), Multifamily, and Mobile Home.

Figure ES2. Current Impact Fees: District School Board of Pasco County

Current Fees	
Housing Type	Fee
Single-family detached	\$4,876
Single-family attached	\$1,757
Multifamily	\$1,874
Mobile Home	\$2,871

The school impact fees are applied only to residential development and are assessed per housing unit, reflecting the proportionate demand by type of unit. In this update to the school impact fee, the fees for single family detached units are broken out into three size thresholds, consistent with the County's mobility fee schedule. The amounts shown are the recommended amounts based on the methodologies, level of service, and costs for the capital improvements identified herein. The fees represent the highest amount feasible for each type of applicable development, which represent new growth's fair share of the capital costs, as detailed in this report. The District School Board can adopt amounts that are lower than the recommended amounts shown. However, a reduction in fee revenue will necessitate an increase in other revenues, a decrease in planned capital expenditures, and/or a decrease in the District's level of service.

Figure ES3 provides the schedule of recommended school impact fees for the District School Board for Pasco County. For a single family detached housing unit 1,500 square feet or less, the recommended fee amount is \$7,540; for a single family detached housing unit 1,501 square feet to 2,499 square feet, the recommended fee amount is \$9,785; and for a single family detached housing unit 2,500 square feet or more, the recommended fee amount is \$12,028.

For a single family attached unit, the recommended fee is \$3,633; for a multifamily unit, the recommended fee amount is \$5,295; and for a mobile home, the recommended fee amount is \$5,544.

Figure ES3. Recommended School Impact Fees: District School Board of Pasco County

Recommended School Impact Fees: District School Board of Pasco County				
	Elementary (K-5)	Middle School (6-8)	High (9-12)	TOTAL
Single Family Detached 1500 or less	\$3,266	\$1,755	\$2,519	\$7,540
Single Family Detached 1501-2499	\$3,838	\$2,402	\$3,545	\$9,785
Single Family Detached 2500 or more	\$4,859	\$2,956	\$4,213	\$12,028
Single Family (Townhome)	\$1,572	\$854	\$1,206	\$3,633
Multifamily	\$2,348	\$1,201	\$1,747	\$5,295
Mobile Home	\$2,450	\$1,270	\$1,824	\$5,544

Factors for the differences in the proposed fees compared to the current fees include the following:

- Changes in pupil generation rates:
 - Higher pupil generation rates for all housing unit types in this study compared to the previous study (2007).
- Changes in structure
 - The previous impact fee study had a “one size fits all” single family detached school impact fee. This update includes a three-tiered single family detached school impact fee, by size of house, which is consistent with Pasco County’s mobility fee structure.
- Changes in components:
 - The 2007 study included ancillary and administrative space, whereas this study does not.
 - The 2007 study included a separate building contents cost, whereas this study includes this expense in the construction costs.
- Changes in costs:
 - Higher elementary and high school construction and bus costs.
 - Lower middle school construction costs

OVERVIEW

INTRODUCTION TO IMPACT FEES

Definition

Impact fees, also known as development fees, are one-time payments used to fund capital improvements necessitated by new growth. Impact fees have been utilized by local governments in various forms for at least fifty years. Impact fees do have limitations, and should not be regarded as the total solution for infrastructure financing needs. Rather, they should be considered one component of a comprehensive portfolio to ensure adequate provision of public facilities with the goal of maintaining current levels of service in a community. Any community considering facility fees should note the following limitations:

- Impact fees can only be used to finance capital infrastructure and cannot be used to finance ongoing operations and/or maintenance and rehabilitation costs;
- Impact fees cannot be deposited in the local District School Board's General Fund. The funds must be accounted for separately in individual accounts and earmarked for the capital expenses for which they were collected; and
- Impact fees cannot be used to correct existing infrastructure deficiencies unless there is a funding plan in place to correct the deficiency for all current residents and businesses in the community.

Legal Framework

U. S. Constitution. Like all land use regulations, development exactions—including impact and facility fees—are subject to the Fifth Amendment prohibition on taking of private property for public use without just compensation. Both state and federal courts have recognized the imposition of impact fees on development as a legitimate form of land use regulation, provided the fees meet standards intended to protect against regulatory takings. To comply with the Fifth Amendment, development regulations must be shown to substantially advance a legitimate governmental interest. In the case of impact fees, that interest is in the protection of public health, safety, and welfare by ensuring that development is not detrimental to the quality of essential public services.

There is little federal case law specifically dealing with impact fees, although other rulings on other types of exactions (e.g., land dedication requirements) are relevant. In one of the most important exaction cases, the U. S. Supreme Court found that a government agency imposing exactions on development must demonstrate an “essential nexus” between the exaction and the interest being protected. (See *Nollan v. California Coastal Commission*, 1987.) In a more recent case (*Dolan v. City of Tigard, OR*, 1994), the Court ruled that an exaction also must be “roughly proportional” to the burden created by development. However, the *Dolan* decision appeared to set a higher standard of review for mandatory dedications of land than for monetary exactions such as impact or facility fees.

Required Findings

There are three reasonable relationship requirements for impact fees that are closely related to “rational nexus” or “reasonable relationship” requirements enunciated by a number of state courts. Although the term “dual rational nexus” is often used to characterize the standard by which courts evaluate the validity of development impact fees under the U. S. Constitution, we prefer a more rigorous formulation that recognizes three elements: “impact or need,” “benefit,” and “proportionality.” The dual rational nexus test explicitly addresses only the first two, although proportionality is reasonably implied, and was specifically mentioned by the U.S. Supreme Court in the *Dolan* case. The reasonable relationship language of the statute is considered less strict than the rational nexus standard used by many courts. Individual elements of the nexus standard are discussed further in the following paragraphs.

Demonstrating an Impact. All new development in a community creates additional demands on some, or all, public facilities provided by local government. If the supply of facilities is not increased to satisfy that additional demand, the quality or availability of public services for the entire community will deteriorate. Impact/facility fees may be used to recover the cost of development-related facilities, but only to the extent that the need for facilities is a consequence of development that is subject to the fees. The *Nollan* decision reinforced the principle that development exactions may be used only to mitigate conditions created by the developments upon which they are imposed. That principle clearly applies to impact fees. In this study, the impact of development on improvement needs is analyzed in terms of quantifiable relationships between various types of development and the demand for specific facilities, based on applicable level-of-service standards.

Demonstrating a Benefit. A sufficient benefit relationship requires that facility fee revenues be segregated from other funds and expended only on the facilities for which the fees were charged. Fees must be expended in a timely manner and the facilities funded by the fees must serve the development paying the fees. However, nothing in the U.S. Constitution or the State enabling Act authorizing the District School Board’s impact fee requires that facilities funded with fee revenues be available *exclusively* to development paying the fees. In other words, existing development may benefit from these improvements as well.

Procedures for the earmarking and expenditure of fee revenues are typically mandated by the State enabling act, as are procedures to ensure that the fees are expended expeditiously or refunded. All of these requirements are intended to ensure that developments benefit from the fees they are required to pay. Thus, an adequate showing of benefit must address procedural as well as substantive issues.

Demonstrating Proportionality. The requirement that exactions be proportional to the impacts of development was clearly stated by the U.S. Supreme Court in the *Dolan* case (although the relevance of that decision to impact fees has been debated) and is logically necessary to establish a proper nexus. Proportionality is established through the procedures used to identify development-related facility costs, and in the methods used to calculate impact fees for various types of facilities and categories of

development. The demand for facilities is measured in terms of relevant and measurable attributes of development. For example, the need for school improvements is measured by the number of public school-age children generated by development.

Methodologies and Credits

Any one of several legitimate methods may be used to calculate impact fees. The choice of a particular method depends primarily on the service characteristics and planning requirements for the facility type being addressed. Each method has advantages and disadvantages in a particular situation, and to some extent can be interchangeable, because each allocates facility costs in proportion to the needs created by development.

Reduced to its simplest terms, the process of calculating impact fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities. The following paragraphs discuss three basic methods for calculating facility fees and how those methods can be applied.

Plan-Based Fee Calculation. The plan-based method allocates costs for a specified set of improvements to a specified amount of development. The improvements are identified by a facility plan and development is identified by a land use plan. In this method, the total cost of relevant facilities is divided by total demand to calculate a cost per unit of demand. Then, the cost per unit of demand is multiplied by the amount of demand per unit of development (e.g. housing units or square feet of building area) in each category to arrive at a cost per specific unit of development (e.g., single family detached unit).

Cost Recovery Fee Calculation. The rationale for the cost recovery approach is that new development is paying for its share of the useful life and remaining capacity of facilities already built or land already purchased from which new growth will benefit. This methodology is often used for systems that were oversized such as sewer and water facilities. To calculate a fee using the cost recovery approach, the facility cost is divided by ultimate number of demand units the facility will serve.

Incremental Expansion Fee Calculation. The incremental expansion method documents the current level of service (LOS) for each type of public facility in both quantitative and qualitative measures, based on an existing service standard (such as square feet per student). The level of service standards are determined in a manner similar to the current replacement cost approach used by property insurance companies. However, in contrast to insurance practices, the fee revenues would not be for renewal and/or replacement of existing facilities. Rather, revenue will be used to expand or provide additional facilities, as needed, to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments, with LOS standards based on current conditions in the community. This approach is utilized for this study.

Credits. Regardless of the methodology, a consideration of “credits” is integral to the development of a legally valid impact fee methodology. There are two types of “credits” each with specific, distinct characteristics, but both of which should be addressed in the development of facility fees. The first is a credit due to possible double payment situations. This could occur when contributions are made by the property owner toward the capital costs of the public facility covered by the impact fee. This type of credit is integrated into the impact fee calculation. The second is a credit toward the payment of a fee for dedication of public sites or improvements provided by the developer and for which the facility fee is imposed. This type of credit is addressed in the administration and implementation of an impact fee program.

GENERAL LEGAL FRAMEWORK FOR FLORIDA

This framework introduces the authority under which impact fees are imposed in Florida, but is not exhaustive of every aspect of the body of law now related to impact fees. **In addition, TischlerBise has documented in bold type how this analysis ensures the “dual rational nexus” discussed in this section is met.**

The authority for Florida counties to adopt and collect impact fees to offset the demands new development creates for new infrastructure is well established. *St. Johns County v. Northeast Florida Builders Association* (583 So. 2d 635, 638 Fla. 1991) states, “The use of impact fees has become an accepted method of paying for public improvements that must be constructed to serve new growth.”¹ State statutes specifically “encourage the use of innovative land development regulations which include provisions such as ... impact fees,” and Florida courts have upheld local government’s authority to adopt fees under general home rule and police power theories.²

In 2006, the Florida legislature passed the “Florida Impact Fee Act,” which recognized impact fees as “an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction.” § 163.31801(2), Fla. Stat. The statute – concerned mostly with procedural and methodological limitations – did not expressly allow or disallow any particular public facility type from being funded with impact fees. The Act did specify procedural and methodological prerequisites, most of which were common to the practice already. Subsequent amendments to the Act, in 2009, removed prior notice requirements for impact fee reductions (but not increases) and purported to elevate the standard of judicial review.³

¹ Citing *Home Builders & Contractors Ass’n. v. Palm Beach Cty.*, 446 So.2d 140 (Fla. 4th DCA 1984); *Hollywood, Inc. v. Broward County*, 431 So.2d 606 (Fla. 4th DCA 1983).

² See §163.3202(3), Fla. Stat.; see also *Home Builders & Contractors Ass’n.*, 446 So.2d 140.

³ The “Florida Impact Fee Act” currently reads as follows:

163.31801 Impact fees; short title; intent; definitions; ordinances levying impact fees.

(1) This section may be cited as the “Florida Impact Fee Act.”

(2) The Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further finds that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction. Due to the growth of impact fee collections and local governments’ reliance on impact fees, it is the intent of the Legislature to ensure that, when a county or municipality adopts an impact fee by ordinance or a special district adopts an impact fee by resolution, the governing authority complies with this section.

Under Florida law, impact fees must comply with the “dual rational nexus” test, which requires “a reasonable connection, or rational nexus, between the need for additional capital facilities and the growth in service units generated by new development. In addition, the government must show a reasonable connection, or rational nexus, between the expenditures of the funds collected and the benefits accruing to the subdivision,” St. Johns County, 583 So.2d at 637 (quoting Hollywood, Inc. 431 So. 2d at 611-12). Impact fee calculation studies, generally speaking, establish the pro rata, or proportionate, “need” for new infrastructure and implementing ordinances to ensure that new growth paying the fees receive a pro rata “benefit” from their expenditure.

The School District of Pasco County is updating its impact fees in order to fund capital facilities needed to meet the demand created by new growth in Pasco County. **As documented in this report, it is anticipated that new residential development will generate the demand for 2,458 additional elementary school seats, 1,227 middle school seats, and 1,592 high school seats, or a total of 5,278 student seats over the next five years.** The need for these services, and the infrastructure necessary to provide them, is driven by residential development; therefore, as vacant lands within Pasco County convert to residential uses, or as existing uses expand, the demand imposed upon the school district for additional capital facilities increases proportionately.

The need for additional capacity for new development is further shown through the School District’s existing work plan. Hollywood, Inc., 431 So.2d at 611 (holding that a plan for providing facilities at a reasonable level of service demonstrates “a reasonable connection between the need for additional park facilities and the growth in population”). Capital facilities necessary to provide this infrastructure have been provided by the School District to date; however, as new development occurs, the School District will need to provide new residents with the same levels of services and facilities. The expenditures required to maintain levels of service are not necessitated by existing residents, but rather by new growth. **As documented in this report, the School District has planned capital expenditures for a minimum of 7,500 additional student seats over the next ten years to accommodate the demands from new residential growth.**

(3) An impact fee adopted by ordinance of a county or municipality or by resolution of a special district must, at minimum:

- (a) Require that the calculation of the impact fee be based on the most recent and localized data.
- (b) Provide for accounting and reporting of impact fee collections and expenditures. If a local governmental entity imposes an impact fee to address its infrastructure needs, the entity shall account for the revenues and expenditures of such impact fee in a separate accounting fund.
- (c) Limit administrative charges for the collection of impact fees to actual costs.
- (d) Require that notice be provided no less than 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A county or municipality is not required to wait 90 days to decrease, suspend, or eliminate an impact fee.

(4) Audits of financial statements of local governmental entities and district school boards which are performed by a certified public accountant pursuant to s. 218.39 and submitted to the Auditor General must include an affidavit signed by the chief financial officer of the local governmental entity or district school board stating that the local governmental entity or district school board has complied with this section.

(5) In any action challenging an impact fee, the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee meets the requirements of state legal precedent or this section. The court may not use a deferential standard.

Furthermore, through the implementation of the School District's work plan, new development paying impact fees will receive a pro rata benefit from new facilities built with those fees. **While excess capacity may exist today system-wide at the elementary and middle school levels, capacity needs at individual schools are not concentrated in specific areas of the County, but exist in all areas of the County. As a result, the School District's planned and anticipated growth-related capital expansions over the next ten years will not be limited to certain areas of the County, and will therefore benefit all fee payers as additional student seats are constructed and attendance zones are redrawn in order to reflect the construction of additional school capacity and to balance capacity and enrollment.**

Finally, there are several steps the school district will take to ensure ongoing compliance with applicable Florida laws related to impact fees. First, it will continue to update and implement plans for expending impact fee revenues on the types of facilities TischlerBise has used to develop the fees in this study. In Florida, this typically is done through the Capital Improvement Plan (CIP) and Capital Improvements Element (CIE) framework.

PREVIOUS PASCO COUNTY SCHOOL IMPACT FEES AND SUMMARY OF MAJOR CHANGES

As documented in this report, the School District of Pasco County has complied with the Florida Development Impact Fee Act and applicable legal precedents. Impact fees are proportionate and reasonably related to capital improvement demands of new development. Specific costs have been identified using local data and current dollars. With input from school district staff, TischlerBise determined demand indicators for each type of capital facility to allocate costs to new development. This report documents the formulas and input variables used to calculate the impact fees for each type of facility. Impact fee methodologies also identify the extent to which new development is entitled to various types of credits to avoid potential double payment of growth-related capital costs.

Key differences between the previous and proposed impact fees are highlighted in the following points.

1. Since the previous study (2007), student generation rates in all types of housing units have increased.
2. The previous impact fee study had a "one size fits all" single family detached school impact fee. This update includes a three-tiered single family detached school impact fee, by size of house, which is consistent with Pasco County's mobility fee structure.
3. Previous impact fees included ancillary and administrative space while the proposed fees exclude this component.

CONCEPTUAL IMPACT FEE CALCULATION

In contrast to project-level improvements, impact fees fund growth-related infrastructure that will benefit multiple development projects, or the entire jurisdiction (referred to as system improvements). The first step is to determine an appropriate demand indicator for the particular type of infrastructure. The demand indicator measures the number of demand units for each unit of development. For example, an appropriate indicator of the demand for schools is population growth, and the increase in

population can be estimated from the average number of students per housing unit. The second step in the impact fee formula is to determine infrastructure units per demand unit, typically called level-of-service (LOS) standards. In keeping with the school example, a common LOS standard is square footage per student. The third step in the impact fee formula is the cost of various infrastructure units. To complete the school example, this part of the formula would establish the cost per square foot for school facility construction.

DISTRICT SCHOOL BOARD OF PASCO COUNTY IMPACT FEE OVERVIEW

The County has seen significant residential growth over the past several years and concomitant increases in enrollment. Growth is expected to continue in the future. The appendix provides detail on land use and demographic assumptions and projections. The District School Board of Pasco County is updating its school impact fee methodology and assumptions to ensure that schools have adequate capacity to accommodate growth.

As mentioned in the previous section, the incremental expansion approach is used to derive the school impact fee. This approach determines current level of service standards for school buildings (elementary, middle, and high), land for school sites, and buses. Level of service standards are derived using *current enrollment* and are expressed as follows:

School buildings: Square feet per student by type of school

Land: Acres per student by type of school; and

Buses: Vehicles per student

A credit is included in the impact fee to account for outstanding debt on school capacity improvements, State funding, Penny for Pasco sales tax, and local capital outlay millage. Further detail on the approach, levels of service, costs, and credits is provided in the body of this report.

PUBLIC SCHOOL STUDENT GENERATION RATES

New residential development results in demand for additional school capacity. Student generation rates are used to determine the level of this demand. The term “student generation rate” refers to the number of public school students per housing unit in the District School Board of Pasco County.

To determine the student residence types and locations within the County, the residential addresses of students enrolled during the 2014-2015 school year were geo-coded and matched to Parcel IDs. The Parcel IDs have been tied to tax parcels (including size of unit) in the County, which determines property use, resulting in student counts by school level type and residence category. In addition, the District calculated dwelling unit counts for single family units by three size categories, which is consistent with how Pasco County has implemented its mobility fee, as well as dwelling unit counts for the remaining three residential categories. Age restricted units were excluded. The District determined student generation rates by dividing the student counts for each category and school level type by the dwelling unit counts.

Figure 1. Student Generation Rates: District School Board of Pasco County

Public School Students per Housing Unit	School Level			TOTAL
	<i>Elementary (K-5)</i>	<i>Middle School (6-8)</i>	<i>High (9-12)</i>	
Single Family Detached 1500 or less	0.160	0.076	0.098	0.334
Single Family Detached 1501-2499	0.188	0.104	0.138	0.430
Single Family Detached 2500 or more	0.238	0.128	0.164	0.530
Single Family Attached (Townhome)	0.077	0.037	0.047	0.161
Multifamily	0.115	0.052	0.068	0.235
Mobile Home	0.120	0.055	0.071	0.246

As shown above, a single family detached unit 1,500 square feet or less in size is estimated to generate a total of 0.334 students, with 0.160 in elementary grades, 0.076 in middle school grades, and 0.098 in high school grades. A single family detached unit 1,501 to 2,499 square feet or less in size is estimated to generate a total of 0.430 students, with 0.188 in elementary grades, 0.104 in middle school grades, and 0.138 in high school grades. Finally, a single family detached unit 2,500 square feet or more in size is estimated to generate a total of 0.530 students, with 0.238 in elementary grades, 0.128 in middle school grades, and 0.164 in high school grades.

For the remaining residential land use types, a single family attached unit (Townhome) is estimated to generate 0.161 students, with 0.077 in elementary grades, 0.037 in middle school grades, and 0.047 in high school grades. A multifamily unit is estimated to generate a total of 0.235 students, with 0.115 in elementary grades, 0.052 in middle school grades, and 0.068 in high school grades. A mobile home unit is estimated to generate a total of 0.246 students, with 0.120 in elementary grades, 0.055 in middle school grades, and 0.071 in high school grades.

SUMMARY OF GROWTH INDICATORS

STATE COFTE PROJECTIONS

To determine the total number of students expected to be generated by student growth, TischlerBise examined Florida Department of Education's Capital Outlay Full Time Equivalent projections, which are used to determine disbursements to school districts. These projections are displayed in Figure 2.

Figure 2. COFTE Projections, 2016-2027

Year	COFTE Projection*	Additional Students
2016-2017	64,063	--
2017-2018	64,600	537
2018-2019	64,582	-18
2019-2020	64,582	0
2020-2021	64,778	196
2021-2022	65,028	250
2022-2023	65,242	214
2023-2024	65,563	321
2024-2025	65,623	60
2025-2026	65,905	282
2026-2027	66,449	544
Total		1,842

* 2015-2016 Capital Outlay Full Time Equivalent Student Membership Forecast, State Department of Education

*2016-2017 Capital Outlay Full Time Equivalent Student Membership Forecast, State Department of Education

These projections have historically been more conservative than actual enrollment totals. For example, 2016 enrollment (current as of October 15) is 68,426, higher than the State's projected 64,063 students. Moreover, both the District and TischlerBise anticipate greater future residential growth that will exceed the annual figures projected by the State. Because COFTE projections historically underestimate demand, TischlerBise used a two-year housing permit trend (2013-2015, detailed in the Appendix) to prepare an alternative projection of additional students to determine future demand for school infrastructure, as shown in Figure 3. As shown in Figure 3, this results in a projected increase of 1,056 additional public school students generated by new housing units. It should be noted that this projection is conservative for two reasons. First, as the County has emerged from the great recession, residential construction activity has increased substantially, and is likely to exceed these projections. Second, this projection is only new students generated by new housing units, and does not include new public school students generated by the "recycling" of the County's existing housing stock. In fact, the average increase in FTE enrollment for the District over the last four years is 1,388 students.

Figure 3. TischlerBise Projections, 2017-2026

Projected Housing Unit and Student Growth												
	2017	2018	2019	2020	2021	5-year Total	2022	2023	2024	2025	2026	10-year Total
Cumulative	1	2	3	4	5		6	7	8	9	10	
Housing Unit Projections												
New Single Family Units	1,831	1,831	1,831	1,831	1,831		1,831	1,831	1,831	1,831	1,831	
Additional Elementary School Students	309	309	309	309	309	1,547	309	309	309	309	309	3,094
Additional Middle School Students	163	163	163	163	163	815	163	163	163	163	163	1,630
Additional High School Students	211	211	211	211	211	1,053	211	211	211	211	211	2,106
Total Additional Students	683	683	683	683	683	3,415	683	683	683	683	683	6,830
New Multifamily Units	1,422	1,422	1,422	1,422	1,422		1,422	1,422	1,422	1,422	1,422	
Additional Elementary School Students	164	164	164	164	164	818	164	164	164	164	164	1,635
Additional Middle School Students	74	74	74	74	74	370	74	74	74	74	74	739
Additional High School Students	97	97	97	97	97	483	97	97	97	97	97	967
Total Additional Students	334	334	334	334	334	1,671	334	334	334	334	334	3,342
New Mobile Homes	156	156	156	156	156		156	156	156	156	156	
Additional Elementary School Students	19	19	19	19	19	94	19	19	19	19	19	187
Additional Middle School Students	9	9	9	9	9	43	9	9	9	9	9	86
Additional High School Students	11	11	11	11	11	55	11	11	11	11	11	111
Total Additional Students	38	38	38	38	38	192	38	38	38	38	38	384
	1,056	1,056	1,056	1,056	1,056	5,278	1,056	1,056	1,056	1,056	1,056	10,555

*Single family attached and detached generation rates were combined for projecting student growth. The combined rates are as follows: elementary schools, 0.169; middle schools, 0.089; and mobile homes, 0.115. The combined rate for all grades is 0.373.

If development follows these trends, Pasco County's residential growth will necessitate the provision of student stations for an additional 2,458 elementary school students, 1,227 middle school students, and 1,592 high school students, for a total of 5,278 students across all grades, by 2021 (Figure 4). As noted above, the projection of new students generated by the construction of new housing units is likely conservative, and does not include new students generated by the County's existing housing stock.

Figure 4. Additional Students by School Type, 2017-2021

Additional Students, 2017-2021	
Elementary	2,458
Middle	1,227
High	1,592
Total	5,278

*Source: TischlerBise

DISTRICT WORK PLAN

Figure 5 shows capacity projects (permanent student stations) identified in the 2016-2017 Work Plan by the School District of Pasco County to meet the needs of increased enrollment. During the next ten years, the District has identified the need for 2,000 permanent student stations in elementary schools, 3,500 permanent student stations in a PK-8 school, and 2,000 permanent student stations in high schools, for a total of 7,500 student stations.

Figure 5. District Work Plan for New Student Stations, 2017-2027

District Work Plan for New Student Stations			
School Type	Location	Student Stations	Year
Elementary Schools			
Elementary School	54 Corridor	1,000	2027
Elementary School	Wesley Chapel	1,000	2026
Elementary/Middle Schools			
Middle School	Cypress Creek	1,500	2020
K-8 School	Starkey Ranch	2,000	2021
High Schools			
High School West	54 Corridor	2,000	2024
	Total:	7,500	

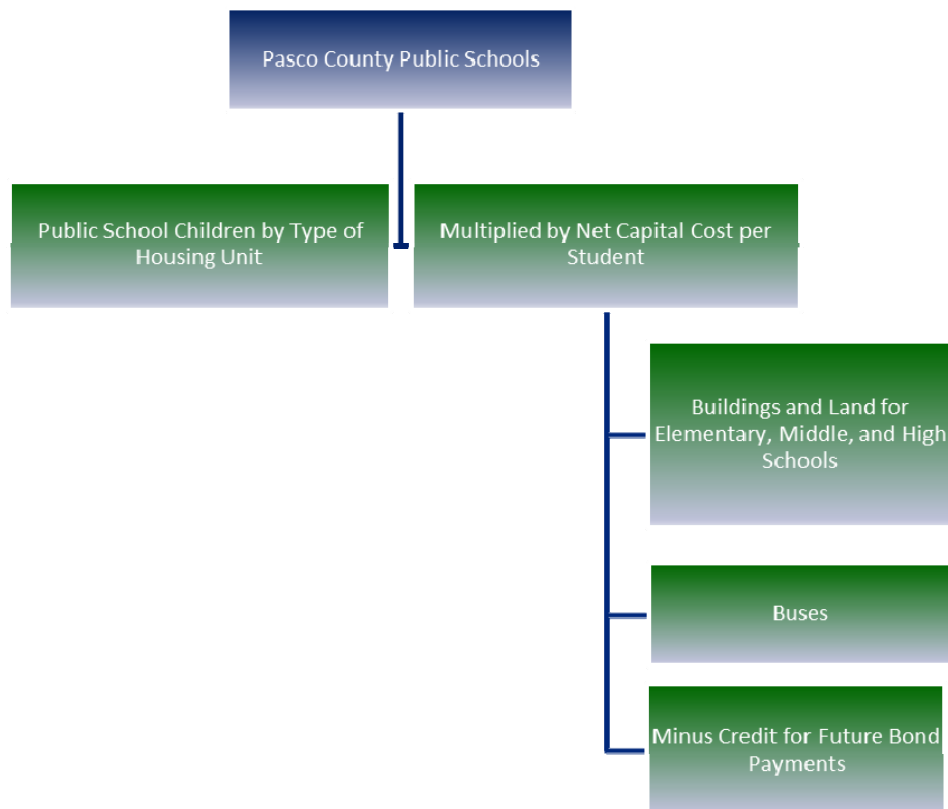
Source: District School Board of Pasco County

SCHOOL FACILITY FEES: PASCO COUNTY SCHOOLS

METHODOLOGY

The school impact fee methodology is based on current average public school student generation rates, level of service standards, and costs. Figure 6 illustrates the methodology used to calculate the fee. The school impact fees use an incremental expansion approach, which documents the current level of service for public facilities in both quantitative and qualitative measures. The intent is to use impact fee revenue to expand or provide additional facilities as needed to accommodate new development, based on the current level of service and cost to provide capital improvements. All school levels are included in the fees. Costs for school buildings, land for school sites, and buses are included in the fee. The costs are adjusted to account for credits for State and local revenues and debt dedicated to school capital projects.

Figure 6. Impact Fee Methodology Chart: District School Board of Pasco County



Benefit Districts

TischlerBise evaluated the possibility of benefit districts. Benefit districts are typically created to ensure the fee payer receives the benefit in cases when the capital projects built with impact fee revenues benefit a limited geographic area. In the case of public schools, attendance boundaries can be redrawn to balance school enrollment with available school capacity and, therefore, can serve different

geographic areas over time. In addition, the State Department of Education (DOE) has been increasing its support of Choice programs where students can attend schools outside of their designated districts. As such, the appropriate impact fee benefit district for public schools is countywide, and sub-county districts are deemed inappropriate for the Pasco County school impact fees.

BUILDING AND SITE LEVELS OF SERVICE STANDARDS

This section provides a current inventory of public schools in the District school system. The data contained in these tables are used to determine Level of Service (LOS) standards for school buildings and sites on which the facility fees are based. Levels of service are shown based on two sets of figures—current enrollment and capacity.

Pasco County Elementary Schools (K-5)

An inventory of elementary schools and current levels of service are shown in Figure 7. As indicated below, elementary school buildings (housing grades PK-5) have a total of 5,134,308 million square feet of floor area on approximately 999 acres. Total enrollment in all elementary schools on October 15, 2016 is 31,576 and total permanent capacity is 33,104. Utilization percentages for individual schools are calculated by dividing enrollment by capacities. In the 2016-2017 school year, elementary school utilization percentages range from a low of 60 percent at Wiregrass and Lacooche to a high of 146 percent at Oakstead and Woodland. Utilization for the entire elementary school inventory is 95%.

Since elementary schools overall are currently operating under capacity, *the level of service standard on which the facility fees are based is calculated using capacity* (shaded in Figure 7). This ensures new development is not charged for a higher level of service than what is currently provided or what is planned to be provided, using a level of service that is based on capacity represents the level of service the District provides (or will ultimately provide).

Levels of service are shown for buildings and land for elementary schools at the bottom of Figure 7. Levels of service are calculated by dividing the amount of infrastructure by total enrollment and capacity. (For example, 5,134,308 square feet of gross school building space is divided by a permanent capacity of 33,104 students to arrive at 155.10 square feet per student.) Because District elementary schools are currently below capacity, levels of service differ when calculated based on enrollment and capacity. For example, the building square footage level of service is 162.60 square feet per student when based on enrollment versus a level of service of 155.10 square feet per student when based on capacity.

Current levels of service are:

Land: 0.031 acres per student

Buildings: 155.1074 square feet per student

Figure 7. Inventory and Levels of Service for District Elementary Schools

ELEMENTARY SCHOOLS (Grades K-5)				<i>Official</i>		
<i>Inventory, Enrollment, and Utilization</i>	<i>Site</i>	<i>Building</i>	<i>Building</i>	<i>Enrollment</i>	<i>Permanent</i>	
<i>Facility</i>	<i>Acreage</i>	<i>Net SF</i>	<i>Square Footage</i>	<i>Fall 2016</i>	<i>Capacity</i>	<i>Utilization</i>
Anclote	14.90	66,803	70,811	528	481	110%
Calusa	10.50	78,591	83,306	522	657	79%
Centennial	20.00	93,149	98,738	490	687	71%
Cypress	43.27	79,127	83,875	807	708	114%
Chasco	12.90	111,832	118,542	756	624	121%
Connerton	16.00	128,609	136,326	858	762	113%
Cotee River	39.20	122,294	129,632	681	751	91%
Chester W. Taylor Jr.	37.19	103,259	109,455	579	536	108%
Double Branch	17.90	110,946	117,603	779	762	102%
Denham Oaks	30.00	132,419	140,364	707	888	80%
Deer Park	22.51	80,228	85,042	580	615	94%
Fox Hollow	25.00	116,225	123,199	562	774	73%
Gulf Highlands	22.91	124,261	131,717	681	762	89%
Gulfside	16.38	77,117	81,744	417	649	64%
Gulf Trace	16.57	97,832	103,702	644	762	85%
Hudson	18.59	87,937	93,213	590	561	105%
James M. Marlowe	21.59	101,401	107,485	523	616	85%
Lacoochee	21.19	88,682	94,003	349	579	60%
Longleaf	16.13	106,950	113,367	686	685	100%
Lake Myrtle	15.16	101,698	107,800	641	736	87%
Dr. Mary Giella	20.00	95,160	100,870	677	634	107%
Moon Lake	28.00	83,182	88,173	620	602	103%
Mitty P. Locke	24.34	96,925	102,741	631	746	85%
New River	19.45	113,982	120,821	790	762	104%
Northwest	19.20	88,078	93,363	642	720	89%
Odessa	20.49	102,777	108,944	1017	762	133%
Oakstead	47.00	146,703	155,505	1115	762	146%
Pasco	15.00	96,847	102,658	656	715	92%
Pine View	20.37	107,633	114,091	600	624	96%
Quail Hollow	20.00	64,849	68,740	456	692	66%
Rodney B. Cox	19.18	77,962	82,640	475	510	93%
Richey	17.67	120,593	127,829	674	852	79%
San Antonio	18.66	92,000	97,520	668	776	86%
Schrader	12.80	144,601	153,277	662	770	86%
Shady Hills	15.00	74,537	79,009	502	520	97%
Sanders Memorial	11.51	122,561	129,915	749	804	93%
Seven Oaks	14.01	117,633	124,691	836	674	124%
Sand Pine	26.27	86,401	91,585	532	525	101%
Sunray	10.52	98,044	103,927	541	629	86%
Seven Springs	18.56	92,004	97,524	493	636	78%
Trinity	18.56	103,015	109,196	618	621	100%
Trinity Oaks	14.28	116,943	123,960	729	762	96%
Veterans	12.25	100,601	106,637	859	762	113%
Wesley Chapel	21.10	111,704	118,406	621	613	101%
Wiregrass	17.80	79,071	83,815	532	882	60%
Woodland	16.70	97,781	103,648	949	652	146%
Watergrass	22.43	102,854	109,025	659	762	86%
West Zephyrhills	40.10	99,886	105,879	893	740	121%
TOTALS	999	4,843,687	5,134,308	31,576	33,104	95%

<i>Elementary School Levels of Service</i>	<i>Site Acreage</i>	<i>Building SF</i>
LOS per Student (current enrollment)	0.032	162.60
LOS per Student (permanent capacity)	0.030	155.10

Middle Schools (Grades 6-8)

The inventory and current levels of service for middle schools (grades 6-8) are shown below in Figure 8. As indicated below, middle school buildings have a total of 2,711,707 square feet of gross floor area on approximately 434 acres. Total enrollment in all middle schools on October 15, 2016 is 15,290 and total permanent capacity 16,806. Utilization percentages for individual schools are calculated by dividing enrollment by capacities. Overall, middle schools are operating at 91 percent capacity for the 2016-2017 school year; utilization rates range from a low of 51 percent at Crews Lake to a high of 143 percent at Dr. John Long.

Levels of service are shown for buildings and land for middle schools at the bottom of Figure 8. Levels of service are calculated by dividing the amount of infrastructure by capacity, since total enrollment is less than overall capacity. (For example, 2,711,707 square feet of school building space is divided by middle school total capacity of 15,290 students to arrive at 161.36 square feet per student.)

Current levels of service are:

Land: 0.026 acres per student

Buildings: 161.36 square feet per student

Figure 8. Inventory and Levels of Service for District Middle Schools

MIDDLE SCHOOLS (Grades 6-8)				Official		
Inventory, Enrollment, and Utilization	Site	Building	Building	Enrollment	Permanent	
<i>Facility</i>	<i>Acreage</i>	<i>Net SF</i>	<i>Square Footage</i>	<i>Fall 2016</i>	<i>Capacity</i>	<i>Utilization</i>
Bayonet Point	28.90	137,528	145,780	769	920	84%
Centennial	25.04	121,763	129,069	594	617	96%
Chasco	22.20	136,228	144,402	689	850	81%
Crews Lake	34.40	199,819	211,808	706	1,384	51%
Charles S. Rushe	22.00	200,801	212,849	1,418	1,345	105%
Gulf	20.00	167,622	177,679	883	1,411	63%
Hudson	35.00	148,745	157,670	706	1,015	70%
Dr. John Long	29.16	205,026	217,328	1,892	1,328	143%
Pasco	7.79	146,427	155,213	915	959	95%
Paul R. Smith	44.72	187,602	198,858	935	1,287	73%
Pine View	16.41	142,504	151,054	968	1,152	84%
Raymond B. Stewart	15.80	184,224	195,277	898	1,076	83%
River Ridge	56.90	178,614	189,331	1,064	1,138	93%
Seven Springs	44.90	230,171	243,981	1,666	1,350	123%
Thomas E. Weightman	30.50	171,140	181,408	1,187	975	122%
TOTALS	434	2,558,214	2,711,707	15,290	16,806	91%

Middle School Levels of Service	Site Acreage	Building SF
LOS per Student (current enrollment)	0.028	177.35
LOS per Student (permanent capacity)	0.026	161.36

High Schools (Grades 9-12)

The inventory and current levels of service for high schools (grades 9-12) are shown in Figure 9. As indicated below, high school buildings have a total of 3,211,359 square feet of gross floor area on

approximately 721 acres. Total enrollment in all high schools on October 15, 2016 is 21,166 and total capacity is 21,032. Utilization percentages for individual schools are calculated by dividing enrollment by capacities. Overall, high schools are at 101 percent capacity for the 2016-2017 school year; utilization rates range from a low of 72 percent at Fivay to a high of 154 percent at Wiregrass Ranch.

Levels of service are shown for buildings and land for high schools at the bottom of Figure 9. Levels of service are calculated by dividing the amount of infrastructure by enrollment, since total enrollment is more than overall capacity. (For example, 3,211,359 square feet of school building space is divided by current high school enrollment of 21,166 students to arrive at 151.72 square feet per student.).

Current levels of service are:

Land: 0.034 acres per student

Buildings: 151.72 square feet per student

Figure 9. Inventory and Levels of Service for District High Schools

HIGH SCHOOLS (Grades 9-12)				Official		
Inventory, Enrollment, and Utilization				Enrollment	Permanent	
<i>Facility</i>	<i>Site Acreage</i>	<i>Building Net SF</i>	<i>Building Square Footage</i>	<i>Fall 2016</i>	<i>Capacity</i>	<i>Utilization</i>
Anclote	64.01	226,852	240,463	1,347	1,684	80%
Fivay	48.01	278,342	295,043	1,307	1,826	72%
Gulf	37.59	246,909	261,724	1,308	1,560	84%
Hudson	41.70	186,684	197,885	1,194	1,609	74%
James W. Mitchell	72.80	231,931	245,847	2,194	1,853	118%
Land O'Lakes	84.30	219,809	232,998	1,786	1,530	117%
Pasco	63.46	252,150	267,279	1,760	1,491	118%
Ridgewood	26.22	198,730	210,654	1,060	1,465	72%
River Ridge	64.70	268,272	284,368	1,601	1,877	85%
Sunlake	56.80	218,643	231,762	1,946	1,698	115%
Wesley Chapel	58.30	225,353	238,874	1,678	1,506	111%
Wiregrass Ranch	62.12	244,277	258,934	2,515	1,633	154%
Zephyrhills	40.90	231,632	245,530	1,470	1,300	113%
TOTALS	721	3,029,584	3,211,359	21,166	21,032	101%

High School Levels of Service	Site Acreage	Building SF
LOS per Student (current enrollment)	0.034	151.72
LOS per Student (permanent capacity)	0.034	144.05

SCHOOL CONSTRUCTION COSTS

To derive average school construction costs, TischlerBise obtained the total plant cost per student station (the cost of the entire school complex for each student station) for recent school construction projects by type of school. The weighted average school construction cost is \$26,333 total plant cost per student station for elementary schools. For middle schools, TischlerBise used the total plant cost per student station for Crews Lake Middle School, constructed in 2008 and considered the prototype for future middle school construction, and adjusted the cost to current dollars using the Turner Building Index, a price index for nonresidential construction. The resulting cost was \$29,235 for middle schools. Finally, a projected cost for High School "GGG" on Old Pasco Road of \$31,399 total plant student station cost is used for high schools (Figure 10). These costs include the cost for access improvements that may be required.

Figure 10. School Building Costs: District School Board of Pasco County

School	Student Stations	Cost Per Student Station	Total Plant SS Cost*	Total Plant Cost
Odessa Elementary	762	\$18,303	\$19,962	\$15,211,044
Connerton Elementary	762	\$21,088	\$24,157	\$18,407,634
Richey Elementary	762	\$20,135	\$22,863	\$17,421,606
Sanders Elementary	762	\$29,707	\$33,726	\$25,699,212
Elementary "W" (Wiregrass Ranch)	882	\$26,651	\$30,185	\$26,623,170
Elementary "B" (Bexley Ranch)	886	\$22,648	\$26,475	\$23,456,850
<i>Total</i>	<i>4,816</i>	<i>\$138,532</i>	<i>\$157,368</i>	<i>\$126,819,516</i>
			\$26,333	
Middle School**	1,447	\$28,916	\$29,235	\$42,303,121
High School "GGG" (Old Pasco Rd.)	1,949	\$28,616	\$31,399	\$61,196,651

*Total Plant Student Station (SS) Cost is a weighted average for elementary schools

**Crews Lake Middle School (2008) costs adjusted to 2015 prices using Turner Building Index

LAND COSTS

The District School Board will need to purchase land for future school sites to accommodate school capital needs brought about by growth in the County. As shown below, the District has acquired 111.81 acres since 2010 at a total cost of \$5,741,277. This results in a current average cost per acre of \$51,349. Figure 11 provides further detail on land costs.

Figure 11. Cost of Land: District School Board of Pasco County

School Site	Year Purchased	Original Cost	Acres	Total Cost Per Acre
Bexley South (Impact fee credit)	2016	\$963,277	18.09	\$53,249
Elementary "A" (Scheublein Property)	2015	\$1,650,000	20.22	\$81,602
Elementary "Q" (Smith 54)	2013	\$2,233,000	22.00	\$101,500
Clark Property (Adjacent land west of Bus Garage)	2014	\$385,000	18.50	\$20,811
High School "III" (Handcart Rd.)	2010	\$510,000	33.00	\$15,455
Total		\$5,741,277	111.81	\$51,349

BUS COSTS

Another infrastructure component included in the impact fee is buses. The District owns its fleet and new buses will be purchased to accommodate increased enrollment. The District's current fleet includes 129 ESE buses, 30 clean natural gas buses, 46 propane buses and 442 diesel buses. Total current value of the fleet is estimated at approximately \$88.1 million, which equates to a current cost per student of \$833.75. Levels of service and costs are provided below in Figure 12 for the bus fleet.

Figure 12. Buses Levels of Service and Costs: District School Board of Pasco County

Type of Bus	Number of Units	Cost/Bus	Total Cost
Lift Bus (ESE)	129	\$103,484	\$13,349,436
CNG Bus	30	\$128,780	
Propane Bus	46	\$102,371	
Diesel Bus	442	\$98,871	\$43,700,982
<i>Total</i>	647	\$88,176.84	\$57,050,418
Fall 2016 Enrollment			68,426
Buses per Student			0.009
Cost per Student			\$833.75

CREDITS FOR STATE AND LOCAL REVENUES DEDICATED TO SCHOOL CONSTRUCTION

As discussed previously in this report, the District School Board's portion of the County's local option sales tax, commonly referred to as the Penny for Pasco, is now primarily designated for technology improvements and the remodeling and renovation of aging schools, and not as a significant funding source for construction to meet the demands of new growth. It is estimated that these remodeling and renovation projects will create 756 additional student stations. With the exception of sales tax for these limited expansions, the District School Board is totally reliant on its capital outlay millage of 1.5 mills to fund school capacity projects. This revenue source is used to service payments on Certificates of Participation for new school construction. Therefore, TischlerBise recommends a credit for principle payments for existing Certificates of Participation. We also recommend a sales tax credit for the 756 additional student seats constructed with Penny for Pasco proceeds.

Figure 13 provides the credit calculation for existing District School Board Certificate of Participation debt. To account for the time value of money, annual principle payments per student are discounted using a net present value formula based on a current interest rate of 2.67 percent. Annual principle payments are divided by projected COFTE enrollment from the State of Florida each year to get a per student credit. For example, in the 2016-2017 school year, the principle payment for Certificates of Participation (\$15,812,687) is divided by the projected enrollment of 64,063 for a total credit of \$247 per student. The total net present value per student for existing Certificates of Participation is \$4,027.

Figure 13. Credits for Existing Principle Payments

<i>Fiscal Year</i>	<i>COPS Payments</i>	<i>Total Students*</i>	<i>Payment Per Student</i>
2017	\$15,812,687	64,063	\$247
2018	\$17,284,743	64,600	\$268
2019	\$20,692,583	64,582	\$320
2020	\$15,271,257	64,582	\$236
2021	\$15,862,516	64,778	\$245
2022	\$16,497,804	65,028	\$254
2023	\$17,086,872	65,242	\$262
2024	\$17,069,593	65,563	\$260
2025	\$17,714,466	65,623	\$270
2026	\$29,402,115	65,905	\$446
2027	\$19,056,917	66,449	\$287
2028	\$19,900,000	66,666	\$299
2029	\$21,305,000	66,883	\$319
2030	\$22,255,000	67,100	\$332
2031	\$23,470,000	67,317	\$349
2032	\$24,775,000	67,534	\$367
2033	\$25,940,000	67,751	\$383
TOTAL	\$339,396,553		\$2,808
Discount Rate**			2.67%
Net Present Value			\$4,027
*Projection of students is from State COFTE projections			
**Interest rate at which the District has recently or could presently issue debt			

The District School Board does receive a nominal amount of Capital Outlay & Debt Service revenue from the State of Florida that is used to fund capacity projects, so a revenue credit is required. A credit is also given for the portion of projected capital outlay millage that is not used to service payments for debt and Certificates of Participation, since this remaining millage could be used to construct additional school capacity. **It is recognized that this approach provides more credit than what is legally required, as this approach credits new development for capital outlay millage that covers the interest costs for the Certificates of Participation, yet the interest costs have not been factored into the impact fee.**

Figure 14 provides the revenue credit calculation for Capital Outlay & Debt Service revenue, as well as net capital outlay millage after a reduction for payments on existing Certificates of Participation. To account for the time value of money, annual revenue projections per student are discounted using a net present value formula based on a current interest rate of 2.67 percent. Annual revenue projections are divided by projected COFTE enrollment from the State of Florida each year to get a per student credit. For example, in the 2016-2017 school year, the capital outlay millage is \$36,350,733. This is reduced by \$15,812,687 for payments to existing Certificates of Participation, for a net amount of \$20,538,046. This is divided by the projected enrollment of 64,063 for a total credit of \$321 per student. The total net present value per student for capital outlay millage is \$3,891. The same calculation is made for Capital Outlay & Debt Service revenue, which results in a credit of \$18 per student.

Figure 14. Credits for Dedicated Revenue

<i>Fiscal Year</i>	<i>Local Capital Imp. Millage</i>	<i>Less COPS Payments</i>	<i>Net Local Cap. Imp. Millage</i>	<i>Total Students*</i>	<i>Payment Per Student</i>
2017	\$36,350,733	\$15,812,687	\$20,538,046	64,063	\$321
2018	\$40,076,684	\$17,284,743	\$22,791,941	64,600	\$353
2019	\$42,080,518	\$20,692,583	\$21,387,935	64,582	\$331
2020	\$44,184,544	\$15,271,257	\$28,913,287	64,582	\$448
2021	\$46,393,771	\$15,862,516	\$30,531,255	64,778	\$471
2022	\$48,713,459	\$16,497,804	\$32,215,655	65,028	\$495
2023	\$51,149,132	\$17,086,872	\$34,062,260	65,242	\$522
2024	\$53,706,589	\$17,069,593	\$36,636,996	65,563	\$559
2025	\$56,391,918	\$17,714,466	\$38,677,452	65,623	\$589
2026	\$59,211,514	\$29,402,115	\$29,809,399	65,905	\$452
TOTAL	\$478,258,862	\$182,694,636	\$295,564,226		\$4,542
Discount Rate**					2.67%
Net Present Value					\$3,891
<i>Fiscal Year</i>	<i>CO & DS Total</i>	<i>Total Students*</i>	<i>Payment Per Student</i>		
2017	\$298,524	64,063	\$5		
2018	\$233,319	64,600	\$4		
2019	\$233,319	64,582	\$4		
2020	\$233,319	64,582	\$4		
2021	\$233,319	64,778	\$4		
TOTAL	\$1,231,800		\$19		
Discount Rate**					2.67%
Net Present Value					\$18

*Projection of students is from State COFTE projections
 **Interest rate at which the District has recently or could presently issue debt

Figure 15 provides the revenue credit calculation for 756 student seats at the high school level that will be created through remodeling projects funded through the recent renewal of the Penny for Pasco. To determine the cost of these student seats, TischlerBise multiplied the 756 student seats by the cost per high school student seat found in Figure 10 (\$31,399 per seat), which totals \$23,737,644. To derive the credit, the total cost of capacity (\$23,737,644) is divided by the FY2021 COFTE projection of 64,778, for a credit per student of \$366.

Figure 15. Credits for Penny for Pasco

<i>Fiscal Year</i>	<i>Cost of Capacity*</i>	<i>Students in 2021</i>	<i>Credit Per Student</i>
2021	\$23,737,644	64,778	\$366

*Funds from Penny for Pasco estimated by multiplying 756 students by the cost per High School seat (\$31,399)

SCHOOL FACILITY FEE INPUT VARIABLES

Factors used to derive the school impact fee are summarized in Figure 16. Impact fees for schools are based on student generation rates (i.e., public school students per housing unit) and are only assessed on residential development. Level of service standards are based on current costs per student for school buildings, land, and buses as described in the previous sections and summarized below. Using elementary schools as an example, the total gross capital cost per student is the sum of the boxed cost components as follows: costs per student of \$26,333 [building construction cost] + \$1,550 [land cost] + \$834 [bus cost] = \$28,717 gross cost per student. The credits for existing debt service payments (\$4,027), Penny for Pasco (\$366) and future revenue (\$3,909) revenues are then subtracted to derive the net capital cost per student (\$20,415) for elementary schools. The same approach is followed for middle and high schools.

Figure 16. Schools Facility Fee Input Variables: District School Board of Pasco County

INPUT VARIABLES: District School Board of Pasco County

Public School Students per Housing Unit	School Level			TOTAL
	<i>Elementary (K-5)</i>	<i>Middle School (6-8)</i>	<i>High (9-12)</i>	
Single Family Detached 1500 or less	0.160	0.076	0.098	0.334
Single Family Detached 1501-2499	0.188	0.104	0.138	0.430
Single Family Detached 2500 or more	0.238	0.128	0.164	0.530
Single Family Attached (Townhome)	0.077	0.037	0.047	0.161
Multifamily	0.115	0.052	0.068	0.235
Mobile Home	0.120	0.055	0.071	0.246

Current Level of Service Standards			
	<i>Elementary</i>	<i>Middle</i>	<i>High</i>
Permanent Building Square Feet per Student	155.10	161.36	151.72
Total Cost per Square Foot	\$170	\$181	\$207
Total Building Construction Cost per Student	\$26,333	\$29,235	\$31,399
Acreage per Student	0.030	0.026	0.034
Land Cost per Acre	\$51,349	\$51,349	\$51,349
Land Cost per Student	\$1,550	\$1,325	\$1,760
Buses per Student	0.009	0.009	0.009
Cost per Bus	\$88,177	\$88,177	\$88,177
Bus Cost per Student	\$834	\$834	\$834
Total Gross Capital Cost per Student	\$28,717	\$31,394	\$33,993
Credit for Existing Debt	(\$4,027)	(\$4,027)	(\$4,027)
Credit for Penny for Pasco	(\$366)	(\$366)	(\$366)
Credit for Future Revenue	(\$3,909)	(\$3,909)	(\$3,909)
Total Net Local Capital Cost per Student	\$20,415	\$23,092	\$25,691

RECOMMENDED IMPACT FEES FOR THE DISTRICT SCHOOL BOARD OF PASCO COUNTY

Figure 17 shows the schedule of recommended impact fees for the District School Board of Pasco County. The fees are calculated by multiplying the student generation rate by the net capital cost per student for each type of school by type of housing. Each component is then added together to derive the total public school impact fee. For example, for a single family detached unit 1,500 square feet or less in size, the elementary school portion of the fee is calculated by multiplying the student generation rate of 0.160 by the net capital cost per elementary student of \$20,415, which results in \$3,266 per housing unit. This is repeated for the other school levels. The three portions of the fee are added together to calculate the total fee by type of residential unit.

Figure 17. Recommended School Impact Fees: District School Board of Pasco County

Recommended School Impact Fees: District School Board of Pasco County				
	Elementary (K-5)	Middle School (6-8)	High (9-12)	TOTAL
Single Family Detached 1500 or less	\$3,266	\$1,755	\$2,519	\$7,540
Single Family Detached 1501-2499	\$3,838	\$2,402	\$3,545	\$9,785
Single Family Detached 2500 or more	\$4,859	\$2,956	\$4,213	\$12,028
Single Family (Townhome)	\$1,572	\$854	\$1,206	\$3,633
Multifamily	\$2,348	\$1,201	\$1,747	\$5,295
Mobile Home	\$2,450	\$1,270	\$1,824	\$5,544

RECOMMENDED IMPACT FEES BY COMPONENT

Figure 18 shows the schedule of recommended impact fees for the District School Board of Pasco County by component (e.g. land, buses, construction).

Figure 18. Recommended School Impact Fees: By Component

Recommended School Impact Fees: District School Board of Pasco County, Construction Component				
	Elementary (K-5)	Middle School (6-8)	High (9-12)	TOTAL
Single Family Detached 1500 or less	\$2,995	\$1,634	\$2,327	\$6,956
Single Family Detached 1501-2499	\$3,519	\$2,236	\$3,275	\$9,031
Single Family Detached 2500 or more	\$4,455	\$2,753	\$3,892	\$11,100
Single Family (Townhome)	\$1,441	\$796	\$1,114	\$3,352
Multifamily	\$2,153	\$1,118	\$1,614	\$4,885
Mobile Home	\$2,246	\$1,183	\$1,685	\$5,114

Recommended School Impact Fees: District School Board of Pasco County, Land Component				
	Elementary (PK-5)	Middle School (6-8)	High (9-12)	TOTAL
Single Family Detached 1500 or less	\$178	\$75	\$130	\$384
Single Family Detached 1501-2499	\$209	\$103	\$185	\$497
Single Family Detached 2500 or more	\$264	\$127	\$220	\$611
Single Family (Townhome)	\$86	\$37	\$62	\$185
Multifamily	\$128	\$52	\$90	\$270
Mobile Home	\$133	\$55	\$95	\$283

Recommended School Impact Fees: District School Board of Pasco County, Bus Component				
	Elementary (PK-5)	Middle School (6-8)	High (9-12)	TOTAL
Single Family Detached 1500 or less	\$95	\$43	\$62	\$200
Single Family Detached 1501-2499	\$111	\$59	\$87	\$257
Single Family Detached 2500 or more	\$141	\$72	\$103	\$317
Single Family (Townhome)	\$46	\$21	\$30	\$96
Multifamily	\$68	\$29	\$43	\$140
Mobile Home	\$71	\$31	\$45	\$147

APPENDIX: DEMOGRAPHIC AND LAND USE ANALYSIS

As part of our Work Scope, TischlerBise prepared documentation on demographic data and development projections. The development projections are used solely for the purpose of having an understanding of the possible future pace of service demands, impact fee revenues, and capital expenditures. The data herein are for Pasco County's school impact fees.

Calculations herein are based on analysis conducted using Excel software. Results are discussed in the memo using one-and two-digit places (in most cases), which represent rounded figures. However, the analysis itself uses figures carried to their ultimate decimal places; therefore, the sums and products generated in the analysis may not equal the sum or product if the reader replicates the calculation with the factors shown in the report (due to the rounding of figures shown, not in the analysis).

POPULATION AND HOUSING CHARACTERISTICS

According to the U.S. Census Bureau, a household is a housing unit that is occupied by year-round residents. Impact fees often use per capita standards and persons per housing unit or persons per household to derive proportionate-share fee amounts. When persons per housing unit are used in the fee calculations, infrastructure standards are derived using year-round population.

As shown in the bottom portion of Figure A1, in 2013, dwellings with a single unit per structure (detached and attached) averaged 2.28 persons per unit. Dwellings in structures with multiple units averaged 1.50 year-round residents per unit. Mobile homes averaged 1.50 year-round residents per unit.

Figure A1. Pasco County, FL Persons per Housing Unit

Pasco County, FL Population and Housing Characteristics in 2013

Units in Structure	Renter & Owner			Housing Units	Persons Per Hsg Unit	Vacancy Rate
	Persons	Households	Persons per Household			
Single Family	353,798	130,721	2.71	155,477	2.28	15.9%
Mobile Homes	67,160	30,959	2.17	44,918	1.50	31.1%
Multifamily	39,265	19,953	1.97	27,691	1.42	27.9%
Total	460,223	181,633	2.53	228,086		
Vacant/Seasonal HU				46,453		
2013 Summary by Type of Housing	Persons	House- holds	Persons per Household	Housing Units	Persons Per Hsg Unit	Housing Mix
Single Family	353,798	130,721	2.71	155,477	2.28	68%
Mobile Homes	67,160	30,959	2.17	44,918	1.50	20%
Multifamily	39,265	19,953	1.97	27,691	1.42	12%
Subtotal	460,223	181,633	2.53	228,086	2.02	Vacancy Rate
Group Quarters	6,136					
TOTAL	466,359	181,633		228,086		20.4%

Source: 2009-2013 American Community Survey 5-year Estimates, U.S. Census Bureau

RECENT RESIDENTIAL CONSTRUCTION

From 2000 to 2010, Pasco increased by an average of 5,521 housing units per year. The chart at the bottom of Figure A2 indicates the estimated number of housing units added by decade in Pasco. Housing units constructed per decade were at their height 1970s and 1980s, slowed in the 1990s, and picked up once more prior to the Great Recession. However, since the mid- to late-2000s, construction has slowed. In fact, from 2011 to 2015, Pasco County added an average of only 2,075 housing units per year (Figure A3). However, as the County has emerged from the great recession, residential construction activity has increased substantially, and is expected to continue an increasing trend.

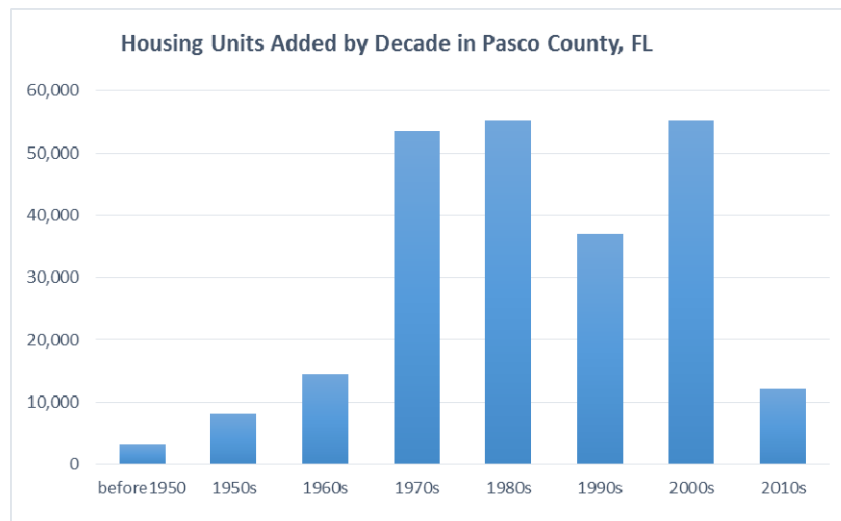
Figure A2. Housing Units by Decade

Pasco County, Florida	
US Census Bureau Population in 2010*	464,697
Housing Units in 2010*	228,928
Total Housing Units in 2000	173,717
New Housing Units	55,211

*2010 Census Summary

Table H1 from 2000 Census 100% Count data

From 2000 to 2010, Pasco County added an average of 5,521 housing units per year. From 2011 to 2015, the County added an average of 2,075 units per year.



Source for 1990s and earlier is Table B25034, American Community Survey, 2010.

Source for 2000s is U.S. Census Bureau

Source for 2010s is County permitting records

Figure A3. Housing Permitting from 2001-2015

Year	Single Family	Multifamily	Mobile Home	Total
2001	3,860	3,095	889	7,844
2002	4,786	3,139	794	8,719
2003	5,883	4,279	795	10,957
2004	6,300	8,878	784	15,962
2005	7,252	5,329	722	13,303
2006	4,723	3,892	690	9,305
2007	1,955	1,995	452	4,402
2008	1,111	2,231	259	3,601
2009	937	982	159	2,078
2010	974	570	141	1,685
2011	884	802	98	1,784
2012	1,138	524	119	1,781
2013	1,449	908	111	2,468
2014	1,738	1,342	153	3,233
2015*	1,924	1,502	159	3,585
Total	44,914	39,467	6,325	90,706

Source: Pasco County, FL. *2015 Is estimated

From 2001 to 2010, Pasco County added an average of 3,778 single family units, 3,439 multifamily units, and 569 mobile home per year according to County building permit data.

From 2014 to 2015, Pasco County added an average of 1,831 single family units, 1,422 multifamily units, and 156 mobile home per year according to County building permit data.

Current Estimate of Housing Units and Households

There were 183,844 housing units in Pasco County, FL on April 1, 2010. Using building permit information for residential development from April 2010 to March 2015, TischlerBise estimates the number of housing units for April 1, 2015 is 239,425.

Figure A4. April 2015 Estimate of Housing Units in Pasco County, FL

	April 1, 2010 Units [1]	Building Permits Issued [2]						Estimated April 1, 2015 Units [3]
		2010 (April-Dec)	2011 (Jan-Dec)	2012 (Jan-Dec)	2013 (Jan-Dec)	2014 (Jan-Dec)	2015 (Jan-Mar)	
Single Family	156,051	730.5	884	1,138	1,449	1,738	468	161,990
Multifamily	27,793	428	802	524	908	1,342	626	31,796
Mobile Home	45,084	74	98	119	111	153	21	45,638
Totals	183,844	1,158	1,686	1,781	2,468	3,233	1,115	239,425

[1] 2013 ACS 5-year data used to apply housing mix breakdown to 2010 Census housing unit count

[2] Pasco County, FL; units per multifamily permit are estimated by permitting category

[3] US 2010 Census units plus permitted units added



NEW PORT RICHEY

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

TO: City of New Port Richey City Council
FROM: Crystal S. Feast, Finance Director
DATE: 6/20/2017
RE: Approval of Assessment Rate Studies & Rates

REQUEST:

The City Council is being asked to perform a final review of and approve the rate studies for the Stormwater Utility and Street Lighting Assessments and give City Staff its consent to move forward with the assessment procedures for both Assessments, at a rate of \$80.00 for Stormwater Utilities and \$38.71 for Street Lighting.

DISCUSSION:

The City Council adopted ordinances establishing a Stormwater Utility Assessment and Street Lighting Assessment in September 2001 and 2003, respectively. The City has found that the use of a non-ad valorem assessment is the most equitable method of providing the necessary funding for providing street lighting services within the City and improvements and extensions of the City's stormwater utility system.

The rate studies used to support the current assessment rates for the Stormwater Utility Assessment and Street Lighting Assessment were performed in May 2012 by Government Service Group. Those rate studies covered a 5-year period ending FY2017. City staff has engaged Ayres Associates to perform updated rate studies to ensure that the current assessment rate is appropriate for continued support of the City's stormwater management program and street lighting program.

The first draft of the rate studies were presented to the City Council during a work session on May 16, 2017. Ayres Associates will present the final drafts of the rate studies for your review and approval.

City staff is proposing an assessment rate of \$80.00 for Stormwater Utilities, which is an increase of \$2.64 from the previous assessment rate of \$77.36. City staff is also proposing an assessment rate of \$38.71 for Street Lighting, which is an increase of \$2.47 from the previous assessment rate of \$36.24. Both proposed rates are supported by the rate studies prepared by Ayres Associates.

RECOMMENDATION:

The City Council is being asked to perform a final review of and approve the rate studies for the Stormwater Utility and Street Lighting Assessments and give City Staff its consent to move forward with the assessment procedures for both Assessments, at a rate of \$80.00 for Stormwater Utilities and \$38.71 for Street Lighting.

BUDGET/FISCAL IMPACT:

Approval of rates will be factored into next year's operating budget for the Stormwater Utility Fund and Street Lighting Fund.

ATTACHMENTS:

Description	Type
Final Draft of Stormwater Utility Rate Study	Exhibit

Storm Water Assessment Rate Study



Prepared for:

**City of New Port Richey
Florida**

June 20, 2017

Storm Water Assessment Rate Study



3433 Oakwood Hills Parkway
Eau Claire, WI 54701-7698
715.834.3161 • Fax: 715.831.7500
www.AyresAssociates.com

Ayres Associates Project No. 65-0145.02
File: v:\tampa-bc\projects\65-0145.00 npr contracts\65-0145.02 npr stormwater rate study\t16ahq conpr rate studies\ci- stormwater\final
storm water assessment rate study.docx

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Introduction

The City of New Port Richey has retained Ayres Associates to review and update the Storm Water Assessment Study utilized to determine the applicable assessment rates necessary to fund their Storm Water Utility. The previous Storm Water Assessment Rate Study was prepared by Government Services Group in May of 2012. That report covered a 5-year projection through Fiscal Year 2016-17 (FY 17).

Scope of Services: Study Update

- **Project Initiation** – Evaluate data and information regarding the provision of storm water services and facilities in the City including, but not limited to engineering information, public works data, existing legal documents and reports.
- **Review the Current Methodology** – Review documents and information relative to the current rate structure of the existing storm water assessment program and discuss with staff any problems or concerns with the current methodology; provide recommendations to update the current assessment rate methodology, if applicable.
- **Identify Full Costs (Revenue Requirements) of the Storm Water Program** – Evaluate the full cost of the storm water management system using the City's most current financial information and the storm water planning documents, which will include (i) the costs of maintaining and operating the City's storm water system based on the level of funding required by the City, (ii) the costs of capital projects, debt service and required reserves, (iii) indirect and/or administrative costs and (iv) billing and collection costs associated with the Uniform Method of collection; develop projections for annual revenue requirements for the City's storm water operations and maintenance, capital projects, debt service and required reserve and determine a method of increasing revenue and adjustments of assessment rates on an annual basis or as desired by the City.
- **Evaluate Vacant Lands** – Evaluate the magnitude that storm water generated by vacant lands is contributing to the storm water system. Based on that impact assign ERU's.
- **Calculate Preliminary Proforma Schedule of Rates** – Using the total units derived from the preliminary assessment roll developed by the City and the inclusion of the additional vacant land units, calculate a proforma schedule of rates based on the apportionment methodology and revenue requirements for the assessment program.
- **Address Issues** – Research and present recommendations on any outstanding issues that may arise from the assessment program.
- **Prepare and Present Assessment Report** – Prepare a draft report that includes documentation of the storm water costs and proforma rates; After City staff review, prepare and present the final version of the Assessment Report.

Overview of City's Existing Storm Water Rates and Apportionment Methodology

Existing Storm Water Assessment Rates

The City initially implemented a storm water utility fee in 2001 which was collected on the Tax Bill. The fees charged were based on an Equivalent Residential Unit (ERU) whereby an ERU equals an average number of square feet of impervious area.

The storm water assessment rates adopted in 2001 were \$40.32 per ERU. In Fiscal Year 2011-12, the storm water assessments generated approximately \$525,000 in revenue; however, the City's storm water expenditures for that year were approximately \$825,020 thus creating an operating deficit. If 100% of those expenses were funded by the storm water utility, the rate would have been \$61.35 per ERU.

In 2012 the City reviewed the utility rates and costs, and developed a 5 year projection of revenue and expenses, whereby the rate necessary to cover the projected costs was **\$77.36 per ERU**. That rate was adopted and has not changed since that time. In Fiscal Year 2016-17 (FY 17) the revenue expected to be generated by this rate is \$1,047,099. The anticipated expenditures for budget year 2016-17 was \$1,238,380.

In addition to budgeted storm water assessments, additional revenues are sought through outside funding sources in order to be able to do large capital expenditure projects. The existing storm water budgets allocate an average of \$200,000 annually for infrastructure maintenance and betterment projects.

Existing Apportionment Methodology

The City's existing apportionment methodology consists of an impervious area model which is the most common rate model. The impervious area model is based on the observation that storm water runoff is largely related to the amount of impervious surface on a specific parcel. A given parcel's share of costs is proportionate to the impervious surface of the parcel relative to that generated by a typical base unit (i.e. Equivalent Residential Unit (ERU)). The impervious area model has a solid theoretical base - on most parcels the amount of impervious area is clearly the primary determinant regarding the quantity of runoff generated and, to a lesser degree, the potential amount of non-point source pollutants that could originate on that parcel. This methodology does not take into account that undeveloped parcels, though to a lesser degree than developed parcels, still contribute runoff and non-point source pollutants to the storm water system.

Existing Parcel Apportionment

The City's parcel apportionment is accomplished through the development of a base-billing unit, called an Equivalent Residential Unit (ERU). Based on URS, Inc.'s June 2001 Storm Water Utility Implementation Program, Technical Memorandum Change Order 1 Parcel Characterization (Technical Memorandum), the **ERU value is equal to 2,629 square feet** which represents the average amount of impervious area for single family parcels in the City.

Existing Rate Classes

Each property use within the City on the ad valorem tax roll was assigned by the City to a rate class based on its assignment of use by the Pasco County Property Appraiser or verification of use obtained through field research. A listing of Class Codes and associated property use category is provided as Appendix A.

Using the Class Codes, the specific methodology for the parcel apportionment within each category of property use is generally described below.

Single Family Residential Parcels – Single family residential parcels, are parcels to which the Property Appraiser assigned a Use Code 01, 02, 04, 09 or 28. All single family residential parcels were assigned one (1) ERU per dwelling unit. Mobile home and RV parks were assigned 1 ERU per individual site within the park.

General Parcels – General parcels are all other parcels with improvements which were not classified as single family residential parcels or undeveloped parcels. Impervious areas for all general parcels were computed as the sum of the structure area and the pavement area. The number of ERUs attributable to each General Parcel is determined by dividing the impervious area of the General Parcel by the ERU value identified in the Existing Parcel Apportionment section above.

Undeveloped Parcels – Undeveloped parcels are not currently being charged a storm water assessment unless there are impervious areas present on the parcel. If there are impervious surfaces on an undeveloped parcel, the parcel is then treated as a General Parcel for storm water purposes.

Storm Water Programs in Florida

Source: Florida Storm Water Association 2016 Storm Water Utility Report Narrative

“In 2016, Florida had 67 counties and over 410 cities. It is difficult to determine exactly how many storm water utilities exist in the state, but FSA’s best estimate is that there were approximately 165 local governments that established storm water utilities pursuant to Chapter 403, Florida Statutes, or their own home rule powers. One hundred and twenty-four storm water utilities responded to the 2016 survey questionnaire. FSA expects the number of storm water utilities to continue to increase for several reasons:

- *The Florida Supreme Court has consistently upheld the validity of such fees;*
- *There is (generally) more public support for funding programs with user fees as opposed to ad valorem or other general taxes; and,*
- *The process of implementing the multi-billion dollar Total Maximum Daily Loads and Numeric Nutrient Criteria programs in Florida is now beginning to take full effect.*

Also, to the extent that recently adopted measures reduce the amount of property tax revenues available in the city or county general fund, local governments will be more inclined to consider storm water user fees or increases therein as a way to fund water quality programs. As one might expect, service areas dedicated exclusively to the city constituted a significant majority of storm water utilities in part reflecting the relative ease of attaching a user charge onto an existing billing mechanism. Most storm

water utilities are located within a department of public works and have used impervious area as the basis for calculating the fee.

As in earlier surveys, revenue generated from storm water utilities represents a significant source of funds to address storm water pollution and flooding problems, but it still falls short of being able to address long-term, capital needs. Most jurisdictions report that utility charges are adequate to meet most administrative costs but not for needs associated with capital improvement programs. Whether storm water utility fees can be raised at a rate to keep pace with the costs of TMDLs remains to be seen.”

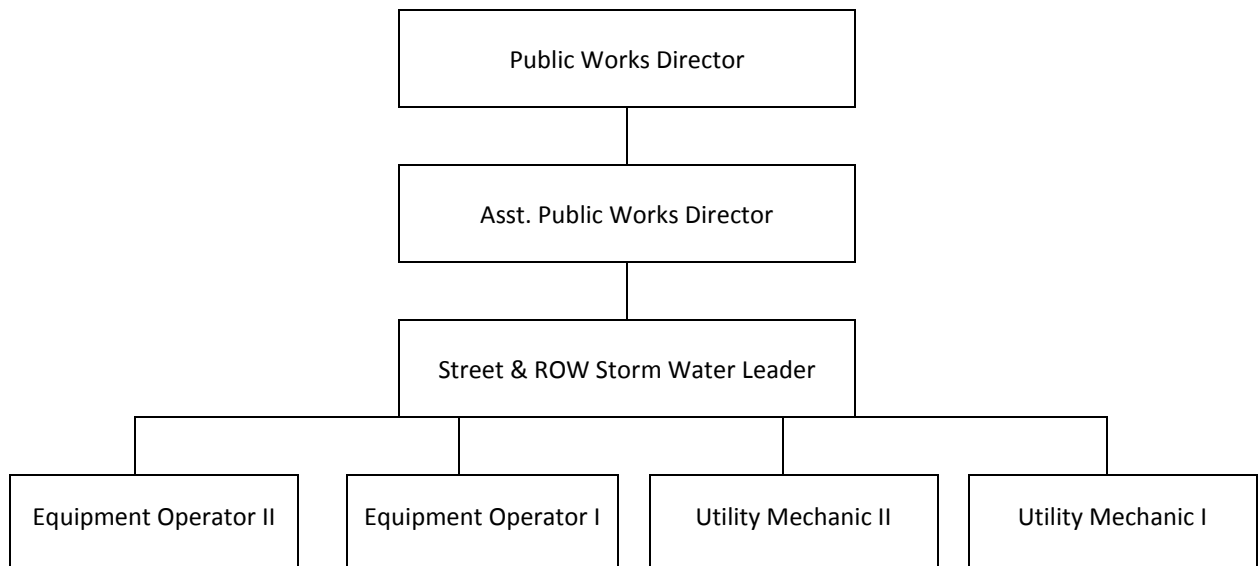
The City, in order to comply with the new nutrient limitation mandates of the National Pollutant Discharge Elimination System (NPDES) permit, utilizes the storm water utility to administer the policies and ordinances necessary.

In 2011, approximately 59% of the survey respondents did not charge undeveloped parcels. That percentage is declining. The 2016 survey results showed only approximately 55% of the respondents did not charge undeveloped parcels, meaning that more and more utilities are charging both developed and undeveloped parcels.

Service Description and Cost Calculations

Storm water services are currently provided to residential and non-residential properties within the City. Storm water services are provided through the City's Public Works Department and consists of five full-time employees dedicated to the provision of storm water services throughout the City. The following is an organizational chart for the City's Storm Water Utility.

City of New Port Richey, Florida
Storm Water Utility Organizational Chart



Assessable Cost Calculations

To develop a 5-year proforma assessable budget, Ayres utilized the City's Fiscal Year 2016-2017 (FY 17) Storm Water Utility Fund Budget as well as the Capital Improvement Program Storm Water Utility Fund 5-year FY 18 – FY 22 Revenue and Expense Model.

The total assessable cost calculations were developed using the following assumptions:

Expenditures

- Begin with Fiscal Year 2016-17 (FY 17) Storm Water Utility Fund Budget provided by the City.
 - Increase personnel services 2.5% annually.
 - Increase operating expenses 3% annually.
- The infrastructure maintenance and betterment projects are contingent upon the City's ability to obtain additional outside funding to help defray costs. This amount from the utility is budgeted to increase each year for a five year average of \$339,400 annually.
- Indirect Costs are transfers to the General Fund for costs due to administration, legal and other support services provided to the storm water utility by other City departments.
 - This cost is budgeted at \$130,000 annually.
- The City has no existing storm water utility debt service.
- The contingency reserves are set to resume in FY 18 and increase 2.5% annually.
- The Renewal & Replacement (R&R) reserve is based on the Equipment Purchases annualized costs in the Capital Improvement Program (CIP).

Revenues

- Revenues are shown as a reduction in the total assessable expenditures. Due to current and historic low interest rates, interest revenues are shown as remaining constant.
- The City has no recurring grants. Grants have historically been project specific. The following grants have been utilized to provide funding for capital projects: Penny for Pasco (P4P), and South West Florida Water Management District Cooperative Funding Grant (SWFWMD).

Miscellaneous Assessment Expenditures

- The Miscellaneous Assessment Expenditures portion of the budget include costs associated with this Rate Study, implementation costs and annual program maintenance. These costs are reimbursable through the assessment program.
- Pursuant to section 197.3632, Florida Statutes, the tax collector and property appraiser may each enter into an agreement with the local government for reimbursement of necessary administrative costs incurred from the collection of the non-ad valorem assessment. Accordingly, if any such fee(s) is charged, the fee may be recouped as an add-on to the total assessable costs for the year.
 - Collection Costs (TC) reflects reimbursement for the collection costs associated with the non-ad valorem assessment incurred by the Tax Collector (TC). Pursuant to section 197.3632, Florida Statutes, a municipal government shall only compensate the tax collector for the actual costs of collecting the non-ad valorem assessments, not to exceed 2%, on the amount of special assessments collected and remitted. The collection cost has been assumed to be 2%.

- Property Appraiser Costs are the costs for services relating to providing notice of the storm water assessment in the annual TRIM notices.
- Statutory Discount reflects a 95% collection of the Storm Water Assessment to cover the 4% statutory discount allowed by the Uniform Method and 1% reserve for under collection. Accordingly, the statutory discount is budgeted at 5% of the total assessable costs.

Table 1 shows the City's Fiscal Year 2016-17 Storm Water Utility Operating Fund Budget.

Table 1 – City Storm Water Utility Operating Fund Fiscal Year 2016-2017 (FY 17) Budget

Expenditures		Budget FY 17
Code	Personnel Services	
12-99	Regular Full-Time Wages	137,230
14-11	Overtime Wages	12,160
15-11	Employee Incentives	250
15-16	Health Insurance Waiver Stipend	-
15-22	Education Incentive Pay	600
15-27	Standby Time	7,140
15-29	Meal Allowance	-
21-11	Social Security Matching	12,180
22-11	Florida Retirement System	11,770
23-11	Health Insurance	37,290
23-12	Life Insurance	250
23-13	Accidental Death & Disab Insurance	100
23-15	Net OPEB Obligation Expense	-
24-33	Workers Comp - Irrigation Workers/Oper/Drivers (0251)	8,470
Total Personnel Services		227,440
Operating Expenses		
31-29	Engineering Services - Misc	35,000
31-99	Professional Services - Misc	35,000
34-33	Lawn Maintenance	50,000
34-38	Lab Test	10,000
34-99	Contractual Services - Misc	35,000
40-11	Travel & Training	2,390
41-21	Telephone - Local	1,300
41-34	Data Lines	2,000
41-41	Pager Services	100
42-11	Postage	50
43-11	Electric - City Facilities	14,240
43-31	Trash Removal	12,500
43-73	Street Light Fee	40
43-81	Stormwater Assessment	80
44-19	Rent - Equipment/Software	5,000
45-11	Liability Insurance - Comp. General	3,330
45-21	Building & Contents Insurance	3,300
45-22	Pollution Insurance	4,400
45-23	Automobile & Truck Insurance	750
46-11	Maintenance & Repairs - Bldg & Grounds	15,000

Table 1 – City Storm Water Utility Operating Fund Fiscal Year 2016-2017 (FY 17) Budget (Continued)

Operating Expenses		Budget FY 17
46-21	Maintenance & Repairs - Equipment	400
46-31	Maintenance & Repairs - Central Garage	7,500
49-83	Permit Fees	2,500
49-99	Other Current Charges - Misc	2,000
51-11	Office Supplies - General	1,000
51-21	Maps & Charts	300
51-41	Small Tools & Implements	7,000
52-11	Fuel	20,000
52-25	Software License Support	400
52-31	Clothing & Apparel	1,500
52-43	Computer/Operating Supply	1,400
52-47	First Aid Supplies	200
52-89	Automotive Parts	20,000
52-99	Operating Supplies - Misc	13,800
53-21	Signs & Sign Material	5,000
53-31	Pipe/Culvert Material	10,000
53-41	Sod/Seed	10,000
53-99	Road Materials - Misc	10,000
54-11	Dues & Memberships	200
54-61	Books & Publications	200
Total Operating Expenses		342,880
Transfers		
91-51	Transfer to General Fund	329,030
91-52	Transfer to Street Improvement Fund	56,030
91-53	Transfer to Capital Improvement Fund	283,000
Total Transfer		668,060
Total Stormwater Utility Fund		1,238,380

Table 2 shows the City's Five (5) Year Capital Improvement Program Summary for Fiscal Years 2017-18 (FY 18) through 2021-22 (FY 22).

Table 2 – City Five (5) Year Capital Improvement Program Summary

	FY 18	FY 19	FY 20	FY 21	FY 22	5-Year
	FY 2017-18	FY 2018-19	FY2019-20	FY2020-21	FY 2021-22	Average
63-XX Flood Control						
Flood Control/Water Quality Projects	317,000	330,000	340,000	350,000	360,000	339,400
TOTAL	317,000	330,000	340,000	350,000	360,000	339,400
64-13 Data Processing Equipment						
Laptop Computer	-	-	-	2,400	-	480
Desktop Computer	-	-	2,800	-	-	560
Total	-	-	2,800	2,400	0	1,040
64-15 Trucks and Trailers						
(#114) Service Truck w/ Crane (R&R)	5,000	5,000	5,000	5,000	5,000	5,000
(#110) Service Truck w/ Liftgate (R&R)	5,000	5,000	5,000	5,000	5,000	5,000
(#96) Flatbed (R&R)	5,000	5,000	5,000	5,000	5,000	5,000
Vacuum Line Cleaning Truck (R&R)	50,000	50,000	50,000	50,000	50,000	50,000
(#69) Water Tanker Truck (R&R)	7,000	7,000	7,000	7,000	7,000	7,000
Total	72,000	72,000	72,000	72,000	72,000	72,000
64-16 Heavy Equipment						
(#11) Clam Shell (R&R)	5,000	5,000	5,000	5,000	5,000	5,000
(#102) Street Sweeper (R&R)	17,500	17,500	17,500	17,500	17,500	17,500
Total	22,500	22,500	22,500	22,500	22,500	22,500
64-31 Special Purpose Equipment						
Sand Bag Station (R&R)	10,000	-	-	-	-	2,000
Portable Pumping System (R&R)	3,000	3,000	3,000	3,000	3,000	3,000
Total	13,000	3,000	3,000	3,000	3,000	5,000
TOTAL STORMWATER UTILITY CIP	424,500	427,500	440,300	449,900	457,500	439,940

Table 3 shows the five-year proforma assessable budget based on the above stated assumptions for the provision of storm water services in the City.

Table 3 – Storm Water Five – Year Proforma Assessable Budget FY 18 through FY 22

	FY 17 Budget FY 2016-17	FY 18 FY 2017-18	FY 19 FY 2018-19	FY 20 FY2019-20	FY 21 FY2020-21	FY 22 FY 2021-22	5-Year Average
Expenditure Summary							
Personal Services	227,440	233,126	238,954	244,928	251,051	257,327	245,077
Operating Expenses	342,880	353,166	363,761	374,674	385,914	397,492	375,002
Infrastructure Maintenance & Betterment	283,000	317,000	330,000	340,000	350,000	360,000	339,400
Indirect Costs	329,030	130,000	130,000	130,000	130,000	130,000	130,000
Existing Debt Service	-	-	-	-	-	-	-
Reserves	-	15,000	15,375	15,759	16,153	16,557	15,769
R&R Reserves	-	107,500	97,500	97,500	97,500	97,500	99,500
TOTAL EXPENDITURES	1,182,350	1,155,792	1,175,591	1,202,862	1,230,619	1,258,877	1,204,748
Revenue							
Interest S.B.A.	500	500	500	500	500	500	500
Interest FMIvt	450	450	450	450	450	450	450
TOTAL REVENUES	950	950	950	950	950	950	950
TOTAL EXPENDITURES	1,182,350	1,155,792	1,175,591	1,202,862	1,230,619	1,258,877	1,204,748
TOTAL REVENUES	950	950	950	950	950	950	950
TOTAL NET EXPENDITURES	1,181,400	1,154,842	1,174,641	1,201,912	1,229,669	1,257,927	1,203,798
Miscellaneous Assessment Expenditures							
Study Costs	19,420	-	-	-	-	-	-
Annual Assessment Roll Maintenance	2,500	2,500	2,500	2,500	2,500	2,500	2,500
First Class Notices	10,000	-	-	-	-	-	-
Collection Costs (TC)	26,096	24,892	25,318	25,905	26,501	27,109	25,945
Property Appraiser Costs	150	150	150	150	150	150	150
Statutory Discount (4% early payment & 1% non-collection)	65,240	62,231	63,295	64,761	66,254	67,773	64,863
Total Misc. Assessment Expenditures	123,406	89,773	91,263	93,316	95,405	97,532	93,458
TOTAL ASSESSABLE COSTS	1,304,806	1,244,615	1,265,904	1,295,228	1,325,074	1,355,459	1,297,256

Determination of Storm Water Services Demand

Special Assessment Benefit Assumptions

The following assumptions support a finding that the storm water services provided by the City provide a special benefit to the assessed parcels.

- The provision of storm water management services and the availability and use of facilities or improvements by owner and occupants of such property to properly and safely detain, retain, convey or treat storm water discharged from such property;
- Stabilization of or the increase of property values;
- Increased safety and better access to property;
- Improved appearance;
- Rendering property more adaptable to a current or reasonably foreseeable new and higher use;
- Alleviation of the burdens caused by storm water runoff and accumulation associated with the present or projected use of property; and

- Fostering the enhancement of environmentally responsible use and enjoyment of the natural resources within the City such as Pithlachascotee River and Orange Lake.

Cost Apportionment Assumptions

The cost apportionment exercise addresses two fundamental questions; Who pays; and for what services?

Defining the benefit or service area is a geographically precise process. Based on a parcel specific evaluation, it was determined that the entire geographic area of the City benefits from the storm water management services.

Parcel Apportionment Assumptions

Parcel apportionment focuses on the question, “How is each parcel’s share of recoverable costs to be determined?” The following assumptions support findings that the recommended parcel apportionment is fair, reasonable, and equitable.

- The amount of runoff generated by a parcel and sent to the storm water system represents that parcel’s proportionate share of the burden of creating and maintaining the storm water system.
 - The amount of runoff from a developed parcel is largely determined by the amount of impervious area (hard surfaces through which water does not easily pass) contained on a parcel – the more the impervious area, the more the runoff, the more the cost of treatment and the more the charge to the parcel.
 - The amount of runoff from an undeveloped parcel (though less than a developed parcel) is largely determined by the size of the parcel.
 - the larger the parcel, the more the runoff, the more the cost of treatment and the more the charge to the parcel.
- The value of the parcel does not determine the scope of the required storm water management services. The potential demand for storm water services by developed property is driven by either the amount of impervious area located on a developed parcel or the size of an undeveloped parcel.
- Apportioning the assessed costs for storm water services attributable to the single family residential property use category on a per parcel basis is a fair and reasonable method of parcel apportionment based upon statistical data contained in the Technical Memorandum and in this study.

Proposed Developed Parcel Apportionment

Parcel apportionment is accomplished through the development of a base billing unit, called an Equivalent Residential Unit (ERU). An ERU is a measure that serves as a common index to compare runoff generated by different sized properties with different storm water generation characteristics. The ERU value for developed parcels of 2,629 square feet of impervious area as defined in the Technical Memorandum is still a valid measure and no change is proposed.

Proposed Undeveloped Parcel Apportionment

The City has recognized that undeveloped parcels also contribute to the storm water systems. This is to a lesser degree since the impervious area is less, but nonetheless, runoff and non-point source pollutants are still generated by undeveloped properties which the storm water utility must account for. A common nationwide recognized storm water software program HydroCAD, developed by HydroCAD Software Solutions, LLC, is based on the United States Department of Agriculture (USDA) Urban Hydrology for Small Watersheds Technical Release 55 (TR55). The following is an excerpt from the preface of this document – *“TR-55 presents simplified procedures to calculate storm runoff volume, peak rate of discharge, hydrographs, and storage volumes required for floodwater reservoirs. These procedures are applicable in small watersheds, especially urbanizing watersheds, in the United States. First issued by the Soil Conservation Service (SCS) in January 1975, TR-55 incorporates current SCS procedures”*. This document has been the standard for estimating runoff volumes and rates.

Utilizing the methodology of TR55, one can estimate the runoff for a typical single family residential parcel as well as from a undeveloped parcel. The following is a summary of that evaluation for the City of New Port Richey.

Average Residential Parcel Size – Utilizing the year end 2016 Pasco County tax roll database for the City of New Port Richey, the total number of single family residential parcels (see Rate Class category below for Use Codes) is 5,479 parcels. The tax roll shows that the total square footage of those parcels is 39,470,942 square feet. Dividing these two numbers shows that the average residential parcel size is **7,204 square feet**.

Dividing the average residential impervious area (see Developed Parcel Apportionment above) by the average residential parcel size equals 36.5% impervious.

TR55 developed standard Curve Numbers (CN) for various land covers based on the specific hydrologic soil group (Type A – Type D) developed by the Soil Conservation Service (SCS). According to the SCS Soil Survey for Florida, The City of New Port Richey is predominately dominated by Type A soils. Fully Developed Urban Area Residential Districts with ¼ acre lot size, 38% imperviousness, Type A soils, have a CN of 61. Conversely, Fully Developed Urban Area Open Spaces with grass cover >75%, Type A soils, have a CN of 39.

Time of concentration is defined at the time required for runoff to travel from the most hydrologically distant point of an area to the point of collection. Conservatively assuming an average residential lot is approximately 120 feet deep, the time of concentration for sheet flow through mowed grass is 12 minutes.

Rainfall events typical for the region and storm intensity are then used to predict the runoff. In 2014, the National Oceanic and Atmospheric Association (NOAA) updated the rainfall tables to more accurately reflect the intensity and magnitude of the typical model storm (ATLAS14). For this evaluation, the ATLAS14 rainfall table for Pasco County Florida was used.

These curve numbers along with the time of concentration, the average residential parcel size, and the rainfall table are used in the HydroCAD model to predict the runoff from the average residential parcel and an equivalent size undeveloped parcel for various typical storm event. Table 4 below shows the comparison based on these storm events.

Table 4 – Storm Water Runoff Summary

Storm	1-Year	2-Year	5-Year	10-Year	25-Year	50-Year	100-Year	Total
Rainfall (Inches)	4.25	5.00	6.75	8.00	9.00	10.00	11.50	
Average Residential Runoff (cubic feet)	506	742	1386	1904	2343	2800	3511	13192
Average Undeveloped Runoff (cubic feet)	31	94	348	606	850	1122	1576	4627
Percent of Residential	6%	13%	25%	32%	36%	40%	45%	35%

Undeveloped Parcel Runoff Percentage – Based on the sum of all the storm events, an equivalent size undeveloped parcel will contribute approximately **35 percent** of the runoff of an average residential parcel.

Proposed Rate Classes

Using the data from the Pasco County Tax Rolls, there are approximately 7,481 parcels within the City, each with a unique property use code as assigned by the Pasco County Property Appraiser. The City has then assigned a Rate Class Code to each of the parcels based on that use code. A listing of Rate Class Codes and associated property use categories is provided as Appendix A.

Using the Rate Class Codes, the specific methodology for the parcel apportionment within each category of property use is generally described below.

Single family Residential Parcels – Single family residential parcels are parcels to which the Property Appraiser has assigned a Use Code 01, 02, 04, 09 or 28. All single family residential parcels are assigned one (1) ERU per dwelling unit. Mobile home and RV parks are charged 1 ERU per individual site within the park.

General Parcels – General parcels are all other parcels not classified as single family residential parcel, undeveloped parcels or not charged parcels. Impervious areas for all general parcels are computed as the sum of the structure area and the pavement area. The number of ERUs attributable to each General Parcel is determined by dividing the impervious area of the General Parcel by the ERU value defined in the Proposed Developed Parcel Apportionment section above.

Undeveloped Parcels – Undeveloped parcels are vacant parcels to which the Property Appraiser has assigned a Use Code of 00, 10, 40, or 70. The number of ERUs attributable to each Undeveloped Parcel is determined by dividing the total area of the parcel by the Average Residential Parcel size and then multiplying that by the Undeveloped Parcel Runoff Percentage.

Not Charged – Not Charged parcels are those parcels to which the Property Appraiser has assigned a Use Code of 94, 95, 96, or 99. These codes will not be utilized in ERU calculations or storm water assessments.

Based on the foregoing methodology, Table 5 provides the total number of ERUs by rate class.

Table 5 – Total Number of ERU's by Rate Class

Rate Class	Parcel Count	ERUs
Single Family Residential Parcels	5,479	6,355
General Parcels	1,319	7,050
Undeveloped Parcels	643	2,812
Not Charged	40	-
Total	7,481	16,216

Source: Utility Assessment Roll and Pasco County Parcel Data Roll

Preliminary Storm Water Assessment Rates

Based on the costs of providing storm water services and the number of ERUs, Table 6 summarizes the recommended storm water rates after application of the storm water methodology for Fiscal Year 2017-18 at 100 percent of the assessable costs.

Table 6 – Preliminary Rates Fiscal Year 2017-18 (FY 18)

100% of Assessable Costs =	\$	1,244,615
Total Assessable Costs	\$	1,244,615
Total Number of ERU's		16,216
Rate Per ERU	\$	76.75

Table 7 reflects the annual rates at 100 percent of the 5 year average assessable costs.

Table 7 – Preliminary Rates 5-Year Average

100% of Assessable Costs =	\$	1,297,256
Total Assessable Costs	\$	1,297,256
Total Number of ERU's		16,216
Rate Per ERU	\$	80.00

Table 8 reflects the rates at 100 percent of Fiscal Years 2017-18 through 2021-22 assessable costs.

Table 8 – Preliminary Rates Fiscal Years 2017-18 (FY 18) through 2021-22 (FY 22)

100% of Assessable Costs

	FY 17-18 Proforma Budget	FY 18-19 Proforma Budget	FY 19-20 Proforma Budget	FY 20-21 Proforma Budget	FY 21-22 Proforma Budget	5 Year Average Budget
Total Assessable Costs	\$ 1,244,615	\$ 1,265,904	\$ 1,295,228	\$ 1,325,074	\$ 1,355,459	\$ 1,297,256
Total Number of ERU's	16,216	16,216	16,216	16,216	16,216	16,216
Rate Per ERU	\$ 76.75	\$ 78.06	\$ 79.87	\$ 81.71	\$ 83.59	\$ 80.00
Collections						Total
Over/(Under) @ \$77.36	9,890	(11,399)	(40,722)	(70,569)	(100,953)	(42,751)
Over/(Under) @ \$80.00	52,701.15	31,413	2,089	(27,758)	(58,142)	61

Computation of Storm Water Charges

Parcel charges are calculated on a two-step basis:

- ERU –
 - The amount of developed impervious area relative to the base-billing unit is calculated by dividing the impervious area on a developed parcel by the ERU impervious value defined in the Proposed Developed Parcel Apportionment above;
 - The undeveloped parcel size relative to the base-billing unit is calculated by dividing the square footage of an undeveloped parcel by the Average Residential Parcel Size and then multiplying that by the Undeveloped Parcel Runoff Percentage.
- Mitigation Credits – This is necessary where simple impervious area or undeveloped parcel size does not adequately account for relative runoff for a give parcel. It is applied as simple factors multiplied against the ERUs.

Mitigation Credit

Mitigation credits reflect the fact that given two identically situated parcels with identical improvements, the parcel with on-site private storm water treatment facilities will generate less volume of runoff, runoff at a slower rate, and/ or less polluted runoff than the parcel without comparable facilities.

The City's current mitigation policy is outlined in the City's Storm Water Utility Service Charge Credit Technical Manual.

Methodology Revisions

Item 1: Acceptance of Undeveloped Parcel Methodology & Use Codes

Item 2: Treating Use Code 87 Other State as General instead of Not Charged

Implementation Schedule

To implement the updated storm water assessment rates and methodology presented in this Rate Study beginning in Fiscal Year 2017-18, the City of New Port Richey must complete the following tasks:

Critical Events Schedule

Event	Date
Workshop Re: Methodology and Rates	May 16, 2017
City Provides Direction on Rates	May 16, 2017
City Approves Final Rate Studies	June 20, 2017
City Passes Assessment Resolutions	September 2017
Appear on Residents' Tax Bill	October, 2017

Appendix A
Pasco County Use Codes vs Rate Class Codes

Pasco County Use Codes vs Rate Class Codes

Use Code	Description	Rate Class Code
00	Vacant Residential	Undeveloped
01	Single Family	Residential
02	Mobile Homes	Residential
03	Multi-Family - 5 or more units	General
04	Condominium	Residential
08	Multi-Family - less than 5 units	General
09	Residential Common Elements/Areas	Residential
10	Vacant Commercial	Undeveloped
11	Retail Stores, One Story, All Types	General
12	Stores, Office, SFR	General
13	Department Stores	General
14	Supermarket	General
16	Shopping Center Community	General
17	1 Story Office	General
18	Multi-Story Office	General
19	Professional Service Building	General
21	Restaurants	General
22	Drive-In Restaurants	General
23	Financial Institutions	General
25	Service Shops Non-Automotive	General
26	Service Stations	General
27	Auto Sales, Service, etc.	General
28	Rental MH/RV Park	Residential
29	Wholesale MFG., etc.	General
30	Florist, Greenhouses	General
32	Theaters, Enclosed	General
33	Night Clubs, Bars, etc.	General
39	Hotels, Motels	General
40	Vacant Industrial	Undeveloped
41	Light Manufacturing	General
48	Warehousing (Block or Metal)	General
70	Vacant Institutional	Undeveloped
71	Churches	General
72	Schools, Colleges, Private	General
73	Hospitals, Private	General
74	Homes for the Aged	General
76	Mortuaries, Cemeteries, etc.	General
77	Clubs, Lodges, Halls	General
78	Out Patient Clinics	General
82	Forests, Parks, etc.	General
83	Schools, Public	General
85	Hospitals, Public	General
86	Other County	General
87	Other State	General
88	Other Federal	General
89	Other Municipal	General
91	Utilities	General
94	Right-of-Way, Streets, Ditch	Not Charged
95	Rivers and Lakes, Submerged Lands	Not Charged
96	Sewage Disposal, Waste Lands, Swamp	Not Charged
99	Acreage not zoned agricultural – with/without extra features	Not Charged

Street Lighting Assessment Rate Study



Prepared for:

City of New Port Richey, Florida

June 20, 2017

Street Lighting Assessment Rate Study



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street lighting assessment rate study.docx

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Introduction

The City of New Port Richey has retained Ayres Associates to review and update the Street Lighting Assessment Study utilized to determine the applicable assessment rates necessary to fund the Street Lighting Utility. The previous Street Lighting Assessment Rate Study was performed by Government Services Group in May of 2012. That report covered a 5-year projection through Fiscal Year 2016-17 (FY 17).

Scope of Services: Study Update

- **Project Initiation** – Obtain and evaluate data and information regarding the provision of street lighting services and facilities in the City.
- **Review of Current Methodology** – Review documents and information relative to the current rate structure of the existing street lighting assessment program and discuss with staff any problems or concerns with the current methodology; provide recommendations to update the current assessment rate methodology, if applicable.
- **Identify Full Costs (Revenue Requirements) of the Street Lighting Program** – Evaluate the full cost of the street lighting services using the City's most current financial information, which will include (i) the costs of maintaining and operating the City's street lighting system based on the level of funding required by the City, (ii) indirect and/or administrative costs and (iii) billing and collection costs associated with the Uniform Method of collection; develop projections for annual revenue requirements for the City's street lighting operations and maintenance and determine a method of increasing revenue and adjustments of assessment rates on an annual basis or as desired by the City.
- **Evaluate Vacant Lands** – Evaluate the benefit received by vacant lands from the street lighting system. Based on that benefit assign ERU's.
- **Calculate Preliminary Proforma Schedule of Rates** – Using the total units derived from the preliminary assessment roll developed by the City, calculate a proforma schedule of rates based on the apportionment methodology and revenue requirements for the assessment program.
- **Address Issues** - Research and present recommendations on any outstanding issues that may arise from the assessment program.
- **Prepare and Present Assessment Report** – Prepare a draft report that includes documentation of the street lighting costs and proforma rates; after City staff review, prepare and present the final version of the Assessment Report.

Service Description and Cost Calculations

Street lighting services are currently provided to residential and non-residential properties within the City and the City's Utility Service area. Duke Energy (formerly Progress Energy) owns and installs the lighting fixtures, performs the maintenance, pays the power consumption, and then leases them back to the City. Services include several different types of luminaires and poles throughout the City and the services are consistent throughout the City. The Florida Department of Transportation (FDOT) provides a portion of the funding for street lights abutting US HWY 19.

Overview of City's Existing Street Lighting Assessment Program

In 2003, the City implemented a street lighting assessment program based on the apportionment methodology identified in Burton & Associates August 2003 Street Lighting Services Assessment Program Final Report (Burton's Report). The street lighting assessment was imposed on all developed properties and established rates for residential and non-residential rate categories.

The Fiscal Year 2011-12 (FY 12) adopted street lighting assessment rate was \$26.07 per ERU and generated approximately \$244,122 in revenue. This created an operating deficit of approximately \$68,044. If the City would have funded 100% of the street lighting assessable costs for Fiscal Year 2011-12 (FY 12), the street lighting assessment rate would have been \$33.34 per ERU.

The analysis conducted by Burton established an Equivalent Residential Unit (ERU) based on the average single family residence in the City. The ERU value established by Burton was 1,860 square feet. Based on that ERU value, tiers were developed for residential parcels (which includes single family, mobile homes, condominiums, and multi-family) and non-residential parcels (non-church and church) with a non-residential cap of 300,001 square feet. Vacant parcels were not charged a street lighting assessment.

City staff felt the tier structure was complicated and confusing to explain to property owners in that there were seven (7) residential rate tiers and 33 non-residential tiers with varying progression of tier sizes. Primarily due to the complexity of the tier structure, City staff also found that it was very difficult and time consuming to maintain the street lighting assessment roll.

In 2012, the City reviewed the utility rates, costs and structure and developed a 5-year projection of revenue and expenses whereby the rate necessary to cover the projected costs was **\$36.24 per ERU**. Also, the tier structure was condensed to a Single Family Residential unit and a General unit. Undeveloped Parcels are not being charged. That rate and structure was adopted and has not changed since that time. In FY 2016-17 (FY 17) the revenue expected to be generated by this rate is \$392,198. The anticipated expenditures for budget year 2016-17 was \$371,900. The anticipated expenditures did not account for administrative, legal and other support services provided to the street lighting utility by other City departments.

Assessable Cost Calculations

To develop a 5-year proforma assessable budget, Ayres utilized the City's Fiscal Year 2016-17 (FY 17) Street Lighting Fund Budget.

The total assessable cost calculations were developed using the following assumptions:

- Begin with FY 2016-17 (FY 17) street lighting fund budget provided by the City:
 - Increase electricity costs by 4% annually.
 - Increase the street light rental and maintenance costs by 4% annually.
 - Include an annual Renewal & Replacement (R&R) reserve for street lighting, equipment, and installation of additional street lights.
 - Increase the US HWY 19 street light operation and maintenance costs by 4% annually.
 - Added Indirect Costs. These are transfers to the General Fund for costs due to administration, legal and other support services provided to the street lighting utility by

other City departments. An initial budget of \$50,000 was used and increased 2.5% annually.

- Revenues are shown as a reduction in the total assessable expenditures. The revenues remained constant since they are established by Florida Department of Transportation (FDOT).
- The Miscellaneous Assessment Expenditures portion of the budget includes costs associated with this Rate Study, implementation costs, and annual program maintenance. These costs are reimbursable through the assessment program.
- Pursuant to section 197.3632, Florida Statutes, the tax collector and property appraiser may each enter into an agreement with the local government for reimbursement of necessary administrative costs incurred from the collection of the non-ad valorem assessment. Accordingly, if any such fee(s) is charged, the fee may be recouped as an add-on to the total assessable costs for the year.
 - Collection Costs (TC) reflects reimbursement for the collection costs associated with the non-ad valorem assessment incurred by the Tax Collector (TC). Pursuant to section 197.3632, Florida Statutes, a municipal government shall only compensate the tax collector for the actual costs of collecting the non-ad valorem assessments, not to exceed 2%, on the amount of special assessments collected and remitted. We have assumed a 2% collection cost.
 - Property Appraiser Costs are the costs for services relating to providing notice of the street lighting assessment in the annual TRIM notices.
- Statutory Discount reflects a 95% collect of the Street Lighting Assessment to cover the 4% statutory discount allowed by the Uniform Method and 1% reserve for under collection. Accordingly, the statutory discount is budgeted at 5% of the total assessable costs.

Table 1 shows the City's Fiscal Year 2016-17 (FY 17) street lighting budget.

Table 1 – City FY 2016-17 (FY 17) Street Lighting Budget

Code	Expenditures	Budget FY 17
43-11	Electricity - City Facilities	70,000
43-72	Street Light Rental & Maintenance	250,000
43-74	US-19 Street Lighting O&M	50,000
52-52	Misc. Lighting Elements	15,000
	Total Expenditures	385,000
	Reserves	
94-21	Reserves - Contingency	23,150
	Total Reserves	23,150
	Revenues	
334-50	St. Hwy Lighting & Main Agreement	(35,000)
361-10 & 35	Interest	(1,250)
	Total Revenues	(36,250)
	Total Net Street Lighting Fund	371,900

Table 2 shows the 5-year proforma assessable budget based on the above stated assumption for the provision of street lighting services in the City.

Table 2 – 5-Year Proforma Assessable Budget FYI 2017-18 (FY 18) through FY 2021-22 (FY 22)

	FY 17 BUDGET FY 2016-17	FY 18 FY 2017-18	FY 19 FY 2018-19	FY 20 FY2019-20	FY 21 FY2020-21	FY 22 FY 2021-22	5-Year Average
Expenditure Summary							
Electricity - City street Lights	70,000	74,800	77,792	80,904	84,140	87,505	81,028
Street Light Rental & Maintenance	250,000	270,500	281,320	292,573	304,276	316,447	293,023
R&R Reserves	10,000	40,000	10,000	10,000	10,000	10,000	16,000
US 19 Street Light Operation & Maintenance	50,000	52,000	54,080	56,243	58,493	60,833	56,330
Indirect Costs		50,000	51,250	52,531	53,845	55,191	52,563
TOTAL EXPENDITURES	380,000	487,300	474,442	492,251	510,753	529,975	498,944
Revenue							
Inerest	1,250	1,250	1,250	1,250	1,250	1,250	1,250
FDOT Reimbursement	35,000	35,000	35,000	35,000	35,000	35,000	35,000
TOTAL REVENUES	36,250	36,250	36,250	36,250	36,250	36,250	36,250
TOTAL EXPENDITURES	380,000	487,300	474,442	492,251	510,753	529,975	498,944
TOTAL REVENUES	36,250	36,250	36,250	36,250	36,250	36,250	36,250
TOTAL NET EXPENDITURES	343,750	451,050	438,192	456,001	474,503	493,725	462,694
Miscellaneous Assessment Expenditures							
Study Costs	14,550	-	-	-	-	-	-
Legal Costs	-	-	-	-	-	-	-
Annual Assessment Roll Maintenance	717	717	717	717	717	717	717
First Class Notices	10,000	-	-	-	-	-	-
Collection Costs (TC)	7,939	9,719	9,442	9,825	10,223	10,636	9,969
Property Appraiser Costs	150	150	150	150	150	150	150
Statutory Discount (4% early payment & 1% non-collection)	19,848	24,297	23,605	24,563	25,558	26,591	24,923
Total Misc. Assessment Expenditures	53,204	34,882	33,914	35,255	36,648	38,094	35,759
TOTAL ASSESSABLE COSTS	396,954	485,932	472,106	491,256	511,151	531,820	498,453

Determination of Street Lighting Services Demand

Special Assessment Benefit Assumptions

The following assumptions and legislative declarations support a finding that the Street Lighting Assessment Program confers a special benefit on all parcels in the City.

- The provision of street lights specially benefits all parcels, whether residential or non-residential, developed or undeveloped property uses, by protecting and enhancing their value, use and enjoyment.
- The provision of street lights and the operation and maintenance of those lights provides better property identification and recognition, and enhanced safety access to property.

Cost Apportionment Assumptions

The cost apportionment exercise addresses two fundamental questions: Who pays; and for what services?

Defining the benefit or service area is a geographically precise process. Based on a parcel-specific evaluation conducted by the City, it was determined that the entire geographic area of the City benefits from the street lighting services.

Proposed Developed Parcel Apportionment

Parcel apportionment is accomplished through the development of a base billing unit, called an Equivalent Residential Unit (ERU). The base billing unit is defined as the size of the average single-family residence in the City. An ERU is a measure that serves as a common index to compare each parcel's benefit of use derived from the availability of street lighting services. Generally, developed parcels of property that have a larger building area, receive proportionately more benefit than developed parcels with smaller building areas. As identified in Burton 's Report, the **ERU value is 1,860 square feet of building area**. This is still a valid measure and no change is proposed.

Proposed Undeveloped Parcel Apportionment

The City has recognized that undeveloped parcels also benefit from street lighting systems. Generally, larger undeveloped parcels of property receive proportionately more benefit than smaller undeveloped parcels and undeveloped parcels of property receive less of a benefit than developed parcels of property because there are no improvement values to protect, just the land values.

Utilizing the year end 2016 Pasco County tax roll database for the City of New Port Richey, the average number of single family residential parcels (see Rate Class category below for Use Codes) is 5,479 parcels. The tax rolls show the total value of those parcels to be \$356,575,524, the total land value of those parcels to be \$92,780,985 and the total square footage of those parcels to be 39,470,942 square feet. Using the total value and dividing by the total number of parcels shows the average single family residential developed parcel value to be \$65,080. Using the total land value and dividing by the total number of parcels shows the average single family developed parcel land value is \$16,934. Dividing the average land value by the average parcel value yields an **Average Single Family Land Value Ratio of 26%** of the average total value. Dividing the total square footage by the total number of parcels shows the average single family residential parcel size is **7,204 square feet**.

In order to calculate a uniform benefit for undeveloped parcels, it is proposed to take the total undeveloped parcel square footage and divide it by the average single family residential parcel size and then multiply it by the land value to total value percentage ratio.

Rate Classes

Using the data from the Pasco County Tax Rolls, there are approximately 7,481 parcels within the City, each with a unique property use codes as assigned by the Property Appraiser. The City has then assigned a Rate Class Code to each of the parcels based on that use code. A listing of Rate Class Codes and associated property use categories is provided as Appendix A.

Using the Rate Class Codes, the specific methodology for the parcel apportionment within each category or property use is generally described below.

Single Family Residential Parcels – Single Family residential parcels are parcels to which the Property Appraiser has assigned a Use Code 01, 02, 04, 09, or 28. All single family residential parcels are assigned

1 ERU per dwelling unit. Mobile home and RV parks are assigned 1 ERU per individual site within the park.

General Parcels – General parcels are all other developed parcels not classified as single family residential parcels, as Undeveloped Parcels or as not charged parcels. The number of ERUs attributable to each general parcel is determined by dividing the sum of the building square footage for each parcel by the ERU value identified above.

Undeveloped Parcels – Undeveloped parcels are vacant parcels to which the Property Appraiser has assigned a Use Code of 00, 10, 40, or 70. The number of ERUs attributable to each Undeveloped Parcel is determined by dividing the total area of the parcel by the Average Residential Parcel size and then multiplying that by the Average Single Family Land Value Ratio defined in the section above.

Not Charged – Not charged parcels are those parcels to which the Property Appraiser has assigned a Use Code of 94, 95, 96, or 99. These codes will not be utilized in ERU calculations or lighting assessments.

Based on the foregoing methodology, Table 3 provides the total number of ERUs by rate class.

Table 3 – Total Number of ERUs by Rate Class Code

Rate Class	Parcel Count	ERUs
Residential Parcels	5,479	6,371
General Parcels	1,319	4,416
Undeveloped Parcels	643	2,090
Not Charged	40	-
Total	7,481	12,878

Source: Utility Assessment Roll

Calculation of Assessment Rates

Based on the costs of providing the street lighting services and the number of ERUs in the city, Table 4 summarizes the recommended assessment rates after application of the proposed assessment methodology for Fiscal Year 2017-18 (FY 18) at 100 percent of the assessable costs.

Table 4 – Preliminary Rates Fiscal Year 2017-18 (FY 18)

100% of Assessable Costs =	\$	485,932
Total Assessable Costs	\$	485,932
Total Number of ERU's		12,878
Rate Per ERU	\$	37.73

Table 5 reflects the annual rates at 100 percent of the 5-year average assessable costs.

Table 5 – Preliminary Rates 5-Year Average

100% of Assessable Costs =	\$	498,453
Total Assessable Costs	\$	498,453
Total Number of ERU's		12,878
Rate Per ERU	\$	38.71

Table 6 reflects the rates at 100 percent of Fiscal Years 2017-18 (FY 18) through 2021-22 (FY 22) assessable costs and an annual comparison of total revenue excess or (shortfall) by year based on the 5-year average rate and the current assessment rate.

Table 6 – Preliminary Rates Fiscal Years 2017-18 (FY 18) through 2021-22 (FY 22)

	FY 17-18 Proforma Budget	FY 18-19 Proforma Budget	FY 19-20 Proforma Budget	FY 20-21 Proforma Budget	FY 21-22 Proforma Budget	5 Year Average Budget
Total Assessable Costs	\$ 485,932	\$ 472,106	\$ 491,256	\$ 511,151	\$ 531,820	\$ 498,453
Total Number of ERU's	12,878	12,878	12,878	12,878	12,878	12,878
Rate Per ERU	\$ 37.73	\$ 36.66	\$ 38.15	\$ 39.69	\$ 41.30	\$ 38.71
Collections						Total
Over/(Under) @ \$38.71	\$ 12,561	\$ 26,387	\$ 7,237	\$ (12,658)	\$ (33,327)	\$ 200
Over/(Under) @ \$36.24	\$ (19,247)	\$ (5,421)	\$ (24,571)	\$ (44,465)	\$ (65,135)	\$ (158,839)

Methodology Revisions

Item 1: Acceptance of Undeveloped Parcel Methodology

Item 2: Acceptance of Adding Indirect Costs

Item 3: Treating Use Code 87 Other State as General instead of Not Charged

Implementation Schedule

To implement the update street lighting assessment rates and methodology presented in this Rate Study beginning in Fiscal Year 2017-18 (FY 18), the City of New Port Richey must complete the following tasks:

Critical Events Schedule

Event	Date
Workshop Re: Methodology and Rates	May 16, 2017
City Provides Direction on Rates	May 16, 2017
City Approves Final Rate Studies	June 20, 2017
City Passes Assessment Resolutions	September 2017
Appear on Residents' Tax Bill	October 2017

Appendix A
Pasco County Use Codes vs Rate Class Codes

Pasco County Use Codes vs Rate Class Codes

Use Code	Description	Rate Class Code
00	Vacant Residential	Undeveloped
01	Single Family	Residential
02	Mobile Homes	Residential
03	Multi-Family - 5 or more units	General
04	Condominium	Residential
08	Multi-Family - less than 5 units	General
09	Residential Common Elements/Areas	Residential
10	Vacant Commercial	Undeveloped
11	Retail Stores, One Story, All Types	General
12	Stores, Office, SFR	General
13	Department Stores	General
14	Supermarket	General
16	Shopping Center Community	General
17	1 Story Office	General
18	Multi-Story Office	General
19	Professional Service Building	General
21	Restaurants	General
22	Drive-In Restaurants	General
23	Financial Institutions	General
25	Service Shops Non-Automotive	General
26	Service Stations	General
27	Auto Sales, Service, etc.	General
28	Rental MH/RV Park	Residential
29	Wholesale MFG., etc.	General
30	Florist, Greenhouses	General
32	Theaters, Enclosed	General
33	Night Clubs, Bars, etc.	General
39	Hotels, Motels	General
40	Vacant Industrial	Undeveloped
41	Light Manufacturing	General
48	Warehousing (Block or Metal)	General
70	Vacant Institutional	Undeveloped
71	Churches	General
72	Schools, Colleges, Private	General
73	Hospitals, Private	General
74	Homes for the Aged	General
76	Mortuaries, Cemeteries, etc.	General
77	Clubs, Lodges, Halls	General
78	Out Patient Clinics	General
82	Forests, Parks, etc.	General
83	Schools, Public	General
85	Hospitals, Public	General
86	Other County	General
87	Other State	General
88	Other Federal	General
89	Other Municipal	General
91	Utilities	General
94	Right-of-Way, Streets, Ditch	Not Charged
95	Rivers and Lakes, Submerged Lands	Not Charged
96	Sewage Disposal, Waste Lands, Swamp	Not Charged
99	Acreage not zoned agricultural – with/without extra features	Not Charged



NEW PORT RICHEY

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

TO: City of New Port Richey City Council

FROM: Lisa L. Fierce, Development Director

DATE: 6/20/2017

RE: Resolution 2017-20 - Imposing & Assessing Cost of Abatement and Removal of Unsafe Structure at 6829 Garden Drive

REQUEST:

City Council is to conduct a hearing for the purpose of assessing the costs of abatement of the unsafe structure and determine if a lien should be imposed. The matter shall be handled as a quasi-judicial proceeding.

DISCUSSION:

The subject property is 0.07 acres located on the west side of Garden Drive, approximately 80 feet north of Coral Court. It is located within the Edgewater Garden Mobile Home Park that was platted in 1959. The site had contained a mobile home damaged by a fire on October 2, 2015. The Building Official determined that the structure met the definition of unfit or unsafe structure and should be abated under the non-emergency condemnation procedure. At its December 1, 2015 meeting, City Council determined that the condition of the structure presented a clear, present and immediate hazard to the safety of persons or property. It adopted a non-emergency resolution (#2016-01) declaring the mobile to be a nuisance and authorized the immediate abatement and removal of the nuisance.

The property owner filed an appeal of City Council's decision with the Circuit Court of the Six Judicial Circuit. The court's decision was to deny the appeal. The mobile was demolished by the City contractors on May 5, 2017.

Section 6-180 of the Code provides that when any nuisance has been abated and removed under the condemnation regulations, the City shall conduct a public hearing to determine whether to assess the costs of abatement against the property. Notice of the hearing was provided to the owner of record and interested parties by mail. A copy of the notice was posted in City Hall at least 10 days prior to the hearing.

City Council shall hear evidence pertaining to the costs incurred by the City for the abatement and removal of the building declared a nuisance, and shall hear any testimony or evidence which the owner or interested person may offer. After hearing all of the facts and evidence, City Council shall decide whether or not the cost of the abatement and removal should be assessed against the subject property and, if so, the amount of such costs. Should Council decide to assess the costs, it shall adopt a resolution setting forth its findings of facts and specifying the amount that it finds to be properly imposed and assessed. Such amount may include the entire cost of abatement, including rodent extermination, all administrative costs, reasonable attorneys' fees, postal expense, [and] newspaper publication. The assessed amount shall constitute a lien on the property which is superior to all others except taxes. The City shall file such lien in the County's official record book showing the nature of such lien, the amount thereof, the legal description of the property and the name of the owner of the property. The lien shall date from the date of filing and shall accrue interest at the rate then prescribed for judgments in accordance with F.S. chapter 55. City Council may authorize the City attorney to enforce any such lien in the manner prescribed by F.S. chapter 162.

RECOMMENDATION:

Staff recommends approval of the resolution and authorization to impose a lien to recover costs outlined herein.

BUDGET/FISCAL IMPACT:

The City's expenses for the the removal of the unsafe structure totaled \$4,281. This includes title search, certified notices to owner/interested parties and advertising in the *Tampa Bay Times*.

ATTACHMENTS:

Description	Type
▣ Resolution No. 2017-20	Backup Material
▣ Site Location Map	Backup Material
▣ Article VI Code of Ordinances	Backup Material
▣ Before Demolition Photos	Backup Material
▣ After Demolition Photo	Backup Material
▣ Emergency Order Granting Stay	Backup Material
▣ District Court Ruling - Appeal for 6829 Garden Drive	Backup Material
▣ City Council Minutes - December 1, 2015	Backup Material
▣ Expense Log & Supporting Documents	Backup Material

Resolution #2017-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW PORT RICHEY, PASCO COUNTY, FLORIDA SETTING FORTH FINDINGS OF FACT AND IMPOSING AND ASSESSING COSTS OF ABATEMENT AND REMOVAL ON REAL PROPERTY LOCATED AT 6829 GARDEN DRIVE, NEW PORT RICHEY, FLORIDA, 34652

WHEREAS, City Council of the City of New Port Richey, after hearing the testimony and considering the evidence presented at the quasi-judicial hearing of June 20, 2017, including the evidence of record of the hearing, all with regard to the property located at 6829 Garden Drive, New Port Richey, Florida, 34652, also known as parcel ID: 06-26-16-0030-00000-0670 and legally described as:

LOT 67, EDGEWATER GARDENS, UNIT 1, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 67, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, TOGETHER WITH MOBILE HOME SITUATED THEREON AND ALL IMPROVEMENTS AND APPURTENANTS THERETO, AKA 6829 GARDEN DRIVE, NEW PORT RICHEY, FLORIDA

(the "Property") adopts this resolution memorializing its decision that costs incurred by the City for the abatement and removal of buildings be assessed on the Property, setting forth its findings of fact, and specifying the amount that it finds to be properly imposed and assessed against the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEW PORT RICHEY, PASCO COUNTY, FLORIDA, THAT:

1. Findings of Fact. The facts presented by City Staff at the June 20, 2017 quasi-judicial hearing are hereby adopted as the findings of fact, a summary of which follows, that:
 - a. On December 1, 2015, City Council adopted Resolution #2016-01 authorizing the abatement of buildings on the Property.
 - b. City Council provided the manner in which the owner of the Property or any interested person could proceed with private abatement.
 - c. The decision of the City Council to abate the structure was appealed to the Circuit Court in and for Pasco County and was upheld.
 - d. The City Council determined that the owner of the Property was not proceeding with private abatement in such manner and, therefore, the structure on the Property was abated and removed in accordance with Resolution #2016-01.
 - e. The City incurred costs of four thousand two hundred eighty-one US dollars (\$4,281) in abating and removing the building on the Property.

2. Decision of Council. As determined by the City Council at the conclusion of the June 20, 2017 hearing, such costs should be imposed and assessed against the Property.
3. Amount of Lien. As determined by the City Council at the conclusion of the June 20, 2017 hearing, four thousand two hundred eighty-one US dollars (\$4,281) shall be properly imposed and assessed against the property.
4. Recordation. The City Clerk shall cause this Resolution to be recorded in the Public Records of Pasco County, Florida for the purpose of imposing a lien and encumbrance against the Property for the full amount of the costs set forth herein.
5. Effective Date. This resolution shall be effective immediately upon adoption by the City Council.

DONE AND RESOLVED this 20th day of June, 2017.

(SEAL)

(ATTEST):

Judy Meyers,
City Clerk

Rob Marlowe,
Mayor-Councilmember

APPROVED AS TO LEGAL FORM AND CONTENT

By _____
Timothy Driscoll
City Attorney



EDGEWATER DR

GARDEN DR

CORAL CT

SNUG HARBOR RD

MANOR BEACH RD

6829 Garden Drive

ARTICLE VI. - DANGEROUS OR UNSAFE STRUCTURES^[4]*Footnotes:**--- (4) ---**Cross reference— Fire prevention and protection, Ch. 8; flood damage prevention, Ch. 9; health and sanitation, Ch. 11; mobile homes, Ch. 15; subdivisions, Ch. 21; zoning, Ch. 26.*

DIVISION 1. - GENERALLY

Sec. 6-141. - Definitions.

The following definitions shall apply throughout this article:

Abandoned shall refer to any structure left vacant and unsecured by the owner of such structure with no overt indication of intent of the owner to resume the intended use of such structure.

Dilapidated, deteriorated or decayed structure shall refer to any structure which, by reason of inadequate maintenance, obsolescence or abandonment, is unsafe or unsanitary, constitutes a fire hazard or other danger to life or property or is inadequate for the purpose for which such structure was intended.

Hazard/hazardous shall refer to a situation which presents an exposure to danger or harm or a threat to safety.

Structure shall include any dwelling, edifice, building or other improvement which is intended or used for habitation or occupation.

Unfit or unsafe shall refer to any structure that is:

- a. Structurally unsound or unstable;
- b. Lacks running potable water or sanitary sewer facilities or is otherwise unsanitary;
- c. Inadequately provided with exit facilities or not provided with permanent means of securing all openings against unauthorized entry;
- d. Unsuitable, improper or inadequate for the use or occupancy for which it was intended;
- e. Dangerous to life or property because of a violation of one or more of the various codes of ordinances of the city;
- f. An attractive nuisance to children or a potential haven for vagrants; or
- g. A fire hazard or otherwise hazardous to health or safety because of inadequate maintenance, dilapidation, obsolescence or abandonment.

(Ord. No. 1451, § 1, 4-7-98)

Sec. 6-142. - Certain structures declared to be a nuisance.

Unfit or unsafe structures as defined in this section are hereby declared a nuisance and unlawful.

(Ord. No. 1451, § 1, 4-7-98)

Secs. 6-143—6-150. - Reserved.

DIVISION 2. - EMERGENCY PROCEDURE

Sec. 6-151. - Authority of building official to condemn hazardous structures; declaration of nuisance.

Whenever the building official determines that any structure constitutes a clear, present and immediate hazard to the safety of persons or property, the building official may issue an order of condemnation prohibiting habitation or occupation of the structure, which order shall be conspicuously posted on the structure. It shall be unlawful to alter, deface or remove any such order during the pendency thereof.

The building official shall report the facts surrounding issuance of the order to the city council at its next regular meeting or other meeting called to hear emergency condemnations. Upon a determination that the condition of the structure at issue presents a clear, present and immediate hazard to the safety of persons or property, the city council shall adopt an emergency resolution declaring the same to be a nuisance and authorizing the immediate abatement and removal, forthwith, of such nuisance.

(Code 1964, § 6-46; Ord. No. 1451, § 1, 4-7-98)

Sec. 6-152. - Contents of resolution; notice to parties in interest.

The emergency resolution authorizing the abatement of any building declared a nuisance shall set forth a description of the property, the name and the address of the owner thereof as listed on the most recent tax roll, a recitation of facts in support of the action being taken by the city council and the method and the manner and by whom the abatement measure is to be performed. The city shall make a reasonable effort under the circumstances to give notice to the owner and any other person known to have an interest in the property, including, but not limited to, telephone or verbal notice, of the time, date and place when the resolution is to be considered by the city council. Notice of the hearing shall also be posted in city hall prior to the hearing.

If the owner or any interested person can make arrangements for the abatement of such nuisance within the same time period as contemplated by the city council, the resolution shall be adopted but shall be held in abeyance for a stated time in order to allow the owner or such interested person, forthwith, to proceed with the abatement and removal of the nuisance; provided, however, that if the owner or any interested person does not proceed with the abatement in such manner, the nuisance shall be abated and removed in accordance with the provisions of the resolution.

(Code 1964, § 6-48; Ord. No. 1451, § 1, 4-7-98)

Sec. 6-153. - Manner of abatement.

The abatement of any building declared a nuisance may be performed by city employees or by an independent contractor who shall dismantle, demolish, abate and remove such a nuisance. If an independent contractor is employed for such purpose, in the interest of expediting such abatement for the protection and security of the public welfare and safety, it shall not be necessary to invite bids for the performance of such abatement work but instead the city council shall secure price quotations with all due dispatch and award the abatement job to the most qualified independent contractor who is capable of performing such work on an emergency basis; provided, however, that the abatement job shall be awarded to the contractor making the lowest price quotation so long as such independent contractor is certified and licensed to perform such an abatement job in accordance with the method of removal and abatement thereof as prescribed by the city council.

(Code 1964, § 6-47; Ord. No. 1451, § 1, 4-7-98)

Sec. 6-154. - Hearing on costs; notice of hearing.

When any building declared a nuisance has been abated and removed pursuant to an emergency resolution, the city council shall schedule a hearing for the purpose of assessing the costs of the abatement and removal. Notice of the hearing shall be provided to the owner of the property and any person known to have an interest therein, as verified by an ownership and encumbrance report from a licensed title company doing business within the county. Notice shall be personally served as provided by law, except that notice may also be given by registered or certified mail, return receipt requested. Where personal service cannot be had, service by publication may be had in the manner prescribed by F.S. chapter 50. The hearing pursuant to the notice shall be held no less than thirty (30) days nor more than sixty (60) days following the date of the issuance of the notice. The notice shall be set forth on a form addressed to the party in interest, setting forth the legal description of the real property, reciting the reasons and purposes of the hearing and stating that the city council will at such hearing determine the costs and expenses that were incurred by the city in the abatement and removal of the building. The notice shall advise the party in interest that he has the right to attend the hearing, to be represented by counsel thereat and to present any evidence or to show cause why such costs should not be imposed or assessed against the subject real property. The notice shall further state that if the city council shall determine that such costs should be imposed and assessed against the subject real property, then the city council will adopt a resolution to that effect which will be recorded on the public records of the county for the purpose of imposing a lien or encumbrance against the real property for the full amount of the abatement and removal costs. Additionally, a copy of the resolution authorizing the abatement and removal of the nuisance shall be attached to the assessment notice.

(Code 1964, § 6-49; Ord. No. 1451, § 1, 4-7-98)

Sec. 6-155. - Hearing procedure; imposition of lien.

At the time, date and place scheduled for the hearing, the city council shall hear evidence pertaining to the costs incurred by the city for the abatement and removal of the building declared a nuisance, shall hear any testimony or evidence which the owner of the subject property or any person interested therein may desire to tender, and after hearing all of the facts and evidence, the city council shall decide whether or not the cost of the abatement and removal should be assessed against the subject real property and, if so, the amount of such costs. Should the council decide that such costs should be assessed against the subject real property, the council shall adopt a resolution setting forth its findings of facts and specifying the amount that it finds to be properly imposed and assessed against the subject real property. Such amount may include the entire cost of abatement, including rodent extermination, all administrative costs, reasonable attorneys' fees, postal expense, [and] newspaper publication. When so assessed by city council, such amount shall constitute a lien upon such property superior to all others except taxes. The city shall file such lien in the county's official record book showing the nature of such lien, the amount thereof, the legal description of the property and the name of the owner of the property. The lien shall date from the date of filing and shall accrue interest at the rate then prescribed for judgments in accordance with F.S. chapter 55. The city council may authorize the city attorney to enforce any such lien in the manner prescribed by F.S. chapter 162.

(Code 1964, § 6-50; Ord. No. 1451, § 1, 4-7-98)

Sec. 6-156. - Satisfaction of assessment.

Whenever the assessment levied pursuant to this division is paid in full, the city council shall adopt a resolution or declaration for the purpose of declaring that the assessment has been satisfied and is discharged as a lien against the subject real property.

(Code 1964, § 6-51; Ord. No. 1451, § 1, 4-7-98)

DIVISION 3. - SUPPLEMENTAL PROCEDURES FOR ABATEMENT OF MINOR NUISANCES

Sec. 6-157. - Minor nuisance defined.

For purposes of this article, "minor nuisance" shall include any structure which is not provided with a permanent means of securing all openings against unauthorized entry, or has other unfit or unsafe features which may be corrected by means other than the complete demolition or removal of the structure.

(Ord. No. 1451, § 1, 4-7-98)

Sec. 6-158. - Abatement of minor nuisances.

Minor nuisances may be abated in the manner prescribed by chapter 11 of this Code. The building official may secure any abandoned structure without notice to the owner as deemed necessary to expeditiously prevent such structure from being an attractive nuisance to children or affording a haven for vagrants.

During the pendency of any abatement proceeding under this division, the building official may issue and post an order of condemnation in the manner prescribed by section 6-151.

(Ord. No. 1451, § 1, 4-7-98)

Secs. 6-159—6-170. - Reserved.

DIVISION 4. - NONEMERGENCY PROCEDURE

Sec. 6-171. - Purpose.

This division provides procedures for the abatement of certain nuisances, comprised of unfit structures which do not appear to present a clear, present and immediate hazard to the safety of persons or property.

(Code 1964, § 14B-1; Ord. No. 1451, § 1, 4-7-98)

Sec. 6-172. - Determination of unfit or unsafe structure; notice to parties in interest.

When the building official verifies the existence of an unfit or unsafe structure, he shall schedule a public hearing to report the condition of such structure to the city council. Notice of the hearing shall be served upon the owner of record and all other persons having a legal interest in the property, as verified by an ownership and encumbrance report from a licensed title company doing business within the county, in the manner prescribed by section 6-154. The notice shall be in the form prescribed by section 6-154, and shall additionally direct the owner of record or any other party in interest to correct the unfit or unsafe condition forthwith. The hearing pursuant to the notice shall be held no less than thirty (30) days nor more than sixty (60) days following the date of the issuance of the notice.

(Code 1964, § 14B-2; Ord. No. 1451, § 1, 4-7-98)

Sec. 6-173. - Hearing procedure.

At the time, date and place scheduled for the hearing, the city council shall hear evidence pertaining to whether the structure is unfit or unsafe, including any testimony or evidence which the owner of the property or any interested person may desire to tender. Upon a proper showing and considering of all the evidence, the city council may, by resolution, declare the structure to be a nuisance and authorize the building official to take appropriate, specific action at a time certain but in no case sooner than sixteen (16) days from the date of such resolution. If the owner or any interested person can make arrangements for the abatement of the nuisance within the same time period as contemplated by the city council, the resolution shall be adopted but shall be held in abeyance for a stated time in order to allow the owner or such interested person, forthwith, to proceed with the abatement and removal of the nuisance; provided, however, that if the owner or any interested person does not proceed with the abatement in such manner, the nuisance shall be abated and removed in accordance with the provisions of the resolution.

(Code 1964, § 14B-11; Ord. No. 1451, § 1, 4-7-98)

Sec. 6-174. - Extension of time to comply.

If the owner or any interested parties shall have obtained a building or demolition permit within the specified period and in good faith they promptly begin work to comply and/or abate the nuisance but it appears that they will not be able to complete the work by the date specified, they may file a written request to the city manager or his designee stating the reasons they have been unable to fully comply. If reasonable grounds are shown therefor, the city manager is authorized to issue extensions not to exceed sixty (60) days in which to fully complete the abatement.

In exceptional cases, the city manager may further extend by thirty (30) days the period allowed by the previous action, upon written request, as merited by special hardship, unusual difficulty or unique problems. All requests for extensions shall be made either in person or by certified mail, return receipt requested, to the city manager. All extensions granted by the city manager or his designee shall be in writing and shall be sent to the requesting party.

(Code 1964, § 14B-3; Ord. No. 1451, § 1, 4-7-98)

Secs. 6-175—6-178. - Reserved.

Sec. 6-179. - Action by city on failure to comply; manner of abatement.

If the owner or other parties in interest shall fail to comply with any such order within the time therein fixed, the city may abate the nuisance using city employees or an independent contractor who shall dismantle, demolish, abate and remove such nuisance. If an independent contractor is employed for such purpose, in the interest of expediting such abatement for the protection and security of the public welfare and safety, it shall not be necessary to invite bids for the performance of such abatement work but instead the city council shall secure price quotations with all due dispatch and award the abatement job to the most qualified independent contractor who is capable of performing such work on an emergency basis; provided, however, that the abatement job shall be awarded to the contractor making the lowest price quotation so long as such independent contractor is certified and licensed to perform such an abatement job in accordance with the method of removal and abatement thereof as prescribed by city council.

(Code 1964, § 14B-7; Ord. No. 1451, § 1, 4-7-98)

Sec. 6-180. - Hearing on costs; notice of hearing; imposition of lien.

When any nuisance has been abated and removed pursuant to this division, the city shall conduct a public hearing to determine whether to assess the costs of abatement against the property upon which such nuisance was located. Notice of the hearing shall be given to the owner of record and interested parties by regular United States mail. In addition, a copy of the notice shall be posted in city hall at least ten (10) days prior to the hearing. The hearing shall be conducted and a lien may be imposed in accordance with the procedure outlined in section 6-155. The city council may authorize the city attorney to enforce any such lien in the manner prescribed by F.S. chapter 162.

(Code 1964, § 14B-8; Ord. No. 1451, § 1, 4-7-98)

Sec. 6-181. - Satisfaction of assessment.

Whenever the assessment levied pursuant to this division is paid in full, the city council shall adopt a resolution or declaration for the purpose of declaring that the assessment has been satisfied and is discharged as a lien against the subject real property.

(Code 1964, § 14B-9; Ord. No. 1451, § 1, 4-7-98)

Sec. 6-182. - Appearance of interested parties before city council.

Any interested party appearing before the city council may appear in person, by counsel or by an agent.

(Code 1964, § 14B-10; Ord. No. 1451, § 1, 4-7-98)

Sec. 6-183. - Alternative procedure for abating nuisance.

Nothing contained in this division shall prohibit the city council from authorizing, at any time, the filing of a circuit court action in the circuit court of the county pursuant to F.S. § 823.05 for the abatement of a nuisance.

(Code 1964, § 14B-12; Ord. No. 1451, § 1, 4-7-98)

DIVISION 5. - DEMOLITION OF SLUM OR BLIGHTED STRUCTURES^[5]

Footnotes:

--- (5) ---

Editor's note—Ord. No. 1992, § 1, adopted Nov. 20, 2012, supplied provisions to be added to this Code as §§ 6-196—6-205. Inasmuch as there were already provisions designated as such, these provisions have been redesignated as §§ 6-184—6-193 at the discretion of the editor.

Sec. 6-184. - Definitions.

[The following terms shall have the meanings as indicated.]

Blighted structure or condition means a deteriorated or deteriorating structure which endangers life or property by fire or other causes, unsanitary or unsafe condition(s) or deterioration of the site and its improvements, which condition(s) impair or arrest the sound growth of the City of New Port Richey or are a menace to the public health, safety, morals or welfare of the City of New Port Richey.

Interested party means the owner as defined below and any other person or entity who has previously requested real property ad valorem tax notices with respect to the subject property in accordance with F.S. § 197.344, as the same may be renumbered or amended from time to time, and any mortgage holders or other lien holders of record, and the occupants, if any, of the structure.

Owner means:



Before Demolition Photos - 6829 Garden Drive



IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
OF THE STATE OF FLORIDA IN AND FOR PASCO COUNTY

Appellate Division

Appeal No. 51-2015-CA-3987AAXWS

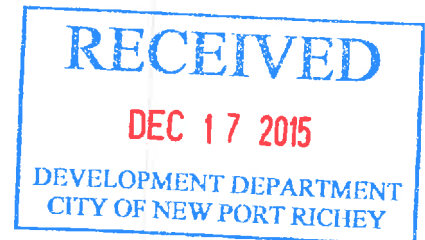
RONALD HOWARTH,

Petitioner,

vs.

CITY OF NEW PORT RICHEY,
FLORIDA,

Respondent.



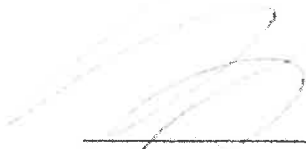
EMERGENCY ORDER GRANTING STAY

This matter came before the court upon an Amended Motion for Emergency Stay Pending Determination of Petition for Writ of Certiorari. The court finds:

- (1) Judge Diskey entered "Order Dismissing Emergency Motion for Stay without Prejudice" to file this motion with this Appellate Division.
- (2) Petitioner filed his motion at 4:03 p.m. this date.
- (3) The demolition of petitioner's property is imminent, on or about tomorrow, December 17, 2015.
- (4) No member of the Appellate Tribunal is available at this time to properly review the merits of the petitioner's Amended Motion for Emergency Stay.
- (5) Petitioner's substantial property interests will be irreversibly impacted if the demolition takes place before this motion can be heard on its merits.

Accordingly, it is ORDERED and ADJUDGED that pending review by a member of the Appellate Division the Amended Motion for Emergency Stay Pending Determination of Petition for Writ of Certiorari is GRANTED AND DEMOLITION IS STAYED.

ORDERED DONE AND ORDERED in Chambers, Dade City, Pasco County, Florida, this 16th day of December, 16, 2105. *10 5 27, 2015*



Lynn Tepper, Acting Appellate Judge

Copies to:

Mr. Ronald Howarth, by scan at twthappiness@yahoo.com

City of New Port Richey, by hand delivery by petitioner

Judge Eiskey, by scan

Judge Parthle, by hand delivery by J.A.

Judge Hobb, by hand delivery by J.A.

Mayor Marlowe asked Director Rivera to approach the Platte Road residents again to request space for yellow caution lights.

Motion made by Jeff Starkey and seconded by Bill Phillips. The Motion Passed. 5-0. Ayes: Marlowe, Phillips, Davis, Starkey, DeBella Thomas

b Emergency Resolution #2016-02: Abatement and Removal of Unsafe Structure at 6035/6037 High Street

(Previously Business Item 8a.) City Attorney Poblack read the proposed resolution by title only, and announced the beginning of the quasi-judicial hearing.

- No Council members reported ex-parte communication.
- No one declared themselves to be substantially-affected parties.
- Development Director Fierce presented the City's case for Emergency Resolution 2016-02.
- No property owner was present.
- None coming forward for public comment, Mayor Marlowe returned the floor to Council.
- Council questioned City staff.
 - To Deputy Mayor Phillips, Building Official Jim Evetts stated the property was approximately two blocks from the fire station.
 - To Councilwoman DeBella Thomas, Mr. Evetts stated the fire's cause was unknown, and possibly was started by vagrants.
 - To Councilman Starkey, Ms. Fierce and Mr. Evetts responded that the City's demolition costs and legal fees would be recovered by a lien on the property.
- City Attorney Poblack closed the quasi-judicial hearing.

Motion made by Jeff Starkey and seconded by Bill Phillips. The Motion Passed. 5-0. Ayes: Marlowe, Phillips, Davis, Starkey, DeBella Thomas

X c Resolution #2016-01: Abatement and Removal of Unsafe Structure at 6829 Garden Drive

(Previously Business Item 8b.) City Attorney Poblack read the proposed resolution by title only, stating that the sixth whereas clause would be struck from the resolution, and announced the beginning of the quasi-judicial hearing.

- No Council members reported ex-parte communication.
- No one declared themselves to be substantially-affected parties.
- Development Director Fierce presented the City's case for Resolution 2016-01.
- Property owner Ron Howarth presented his case for halting the proposed demolition.
 - This was his seventh property to suffer fire damage.
 - He could repair the property for \$2,000, and asked to be able to do so.
 - It was unconstitutional for the City to intrude in a citizen's affairs and decide outcomes for them.
 - He supplied photographs of the structure's interior: wood beams shored up the ceiling and plywood covered the burnt-out wall (appended to these minutes).
 - He supplied a schematic showing an overall view of the structure and its damage (appended to these minutes).
 - He provided a scale model of the structure showing its damage.
 - He supplied a property appraisal (appended to these minutes).
- Mr. Howarth responded to City staff's questions.
 - The structure was not altered into a duplex.
 - The structure was never rented to two people.
 - He did not apply for remodeling permits.
 - Per City regulations, he would reside in the structure in order to qualify as an owner-occupant and begin repairs.
- Mr. Howarth had no questions for City staff.
- Director Fierce made her closing statement.
- Mr. Howarth made his closing statement.
- None coming forward for public comment, Mayor Marlowe returned the floor to Council.
- City Attorney Poblack closed the quasi-judicial hearing.

cc 12/1/15 20F2

Councilman Starkey stated that due to its extensive damage, the structure could not be repaired to its previous standards. Councilwoman DeBella Thomas thought that the structure's safety issues rendered it permanently uninhabitable.

Motion made by Jeff Starkey and seconded by Chopper Davis. The Motion Passed. 5-0. Ayes: Marlowe, Phillips, Davis, Starkey, DeBella Thomas

d 2015/2016 Downtown Landscaping Improvements Project - Design Task Order

(Previously Business Item 8c.) None coming forward for public comment, Mayor Marlowe returned the floor to Council.

Motion made by Bill Phillips and seconded by Jeff Starkey. The Motion Passed. 5-0. Ayes: Marlowe, Phillips, Davis, Starkey, DeBella Thomas

e Cooperative Funding Agreement - North Park Stormwater Improvements

(Previously Business Item 8d.) None coming forward for public comment, Mayor Marlowe returned the floor to Council.

Motion made by Chopper Davis and seconded by Judy DeBella Thomas. The Motion Passed. 5-0. Ayes: Marlowe, Phillips, Davis, Starkey, DeBella Thomas

f Request to Purchase Police Vehicle Emergency Equipment

None coming forward for public comment, Mayor Marlowe returned the floor to Council.

Motion made by Chopper Davis and seconded by Judy DeBella Thomas. The Motion Passed. 5-0. Ayes: Marlowe, Phillips, Davis, Starkey, DeBella Thomas

g Request to Purchase Portable Radios

None coming forward for public comment, Mayor Marlowe returned the floor to Council.

Motion made by Chopper Davis and seconded by Judy DeBella Thomas. The Motion Passed. 5-0. Ayes: Marlowe, Phillips, Davis, Starkey, DeBella Thomas

h Request to Purchase K-9 Vehicle Heat Alarm System

None coming forward for public comment, Mayor Marlowe returned the floor to Council.

Motion made by Chopper Davis and seconded by Bill Phillips. The Motion Passed. 5-0. Ayes: Marlowe, Phillips, Davis, Starkey, DeBella Thomas

i Annual Membership Drive - Recreation and Aquatic Center

None coming forward for public comment, Mayor Marlowe returned the floor to Council.

Motion made by Bill Phillips and seconded by Judy DeBella Thomas. The Motion Passed. 5-0. Ayes: Marlowe, Phillips, Davis, Starkey, DeBella Thomas

j Parks and Recreation Board Resignation, Application, and Roster acceptance

None coming forward for public comment, Mayor Marlowe returned the floor to Council. City Manager Manns will thank Mr. Copeland in writing for his volunteer service.

Motion made by Chopper Davis and seconded by Jeff Starkey. The Motion Passed. 5-0. Ayes: Marlowe, Phillips, Davis, Starkey, DeBella Thomas

k Three-Minute Report: Economic Development

Expense Log

Case Address: 6829 Garden Drive

Page	Date	Activity/Description	Vendor Name	Expense
1		Expense Log		
2-4	10/16/2015	Title Search	Executive Title Service of Florida, Inc	\$150.00
5-11	10/29/2015	Notice to Owner/Interested Parties - City Council, Condemnation Hearing (12-1-2015) - Certified Mail	U.S. Postal Service	\$48.69
12-14	11/4/2015	Notice to Owner/Interested Parties - City Council, Condemnation Hearing (12-1-2015) - Certified Mail	U.S. Postal Service	\$13.91
15-16	10/31/2015	Notice published in Newspaper	Pasco Times	\$174.94
	11/7/2015	Notice published in Newspaper	Pasco Times	--
17-21	12/1/2015	Resolution #2016-01 Recorded in Public Records with Pasco County	City of New Port Richey	\$35.50
22-23	3/27/2017	Notice To Proceed to demolition contractor	City of New Port Richey	\$ N/A
24	5/12/2017	Demolition of this slum & blighted structure - Demolished 5/5/2017	TNT Environmental, LLC	\$3,833.50
25-28	6/7/2017	Notice to Owner/Interested Parties - City Council, Cost of Abatement & Imposition of Lien, Hearing (6-20-2015) Mr. Howarth's sent by certified mail (x3) - All others sent regular mail	U.S. Postal Service	\$24.46
Total Expenses				\$4,281.00

EXECUTIVE TITLE SERVICES OF FLORIDA, INC.

October 16, 2015

City of New Port Richey
Attn: Lisa Fierce
5919 Main Street
New Port Richey, FL 34652

RE: 6829 Garden Dr.
New Port Richey, FL 34652
Parcel # 06/26/16/0030/00000/0670

Dear Ms. Fierce:

The undersigned has made a search of the Public Records of Pasco County, Florida from 01/01/1985 to 10/14/2015 @8:00am, as to the following described property:

LOT 67, EDGEWATER GARDEN, NO 1, according to map or plat thereof as recorded in Plat Book 6, Page 67, Public Records of Pasco County, Florida

NOTE: Actual Legal should read :

LOT 67, EDGEWATER GARDENS, UNIT 1, according to map or plat thereof as recorded in Plat Book 6, Page 67, Public Records of Pasco County, Florida

From our search, we find the following of record: (copies attached)

OWNER OF RECORD:

Ronald Howarth and Brady Nihart, as joint tenants with right of survivorship, by virtue of Warranty Deed executed by Bear Creek Rentals, Inc., a Florida Corporation, dated November 4, 2011 and filed for record November 4, 2011 in O.R. Book 8618, Page 3071, Public Records of Pasco County, Florida.

ENCUMBRANCES:

Judgment: State of Florida vs: Brady Daniel Nihart dated January 12, 2006 and filed for record February 01, 2006 in O.R. Book 6819, Page 1601, Public Records of Pasco County, Florida

Judgment: State of Florida vs: Brady Daniel Nihart dated June 7, 2006 and filed for record June 23, 2006 in O.R. Book 7051, Page 772, Public Records of Pasco County, Florida

Notice of Federal Tax Lien: Internal Revenue Service on Brady D. Nihart filed May 10, 2010 in O.R. Book 8328, Page 763, Public Records of Pasco County, Florida.

NOTE: Taxes paid through 12/31/2014

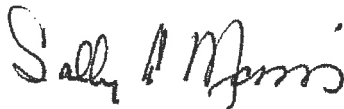
This report undertakes only to show the record and does not attempt to pass opinion upon the validity of title shown.

Corporate status, if applicable, has not been verified. Special assessments, if any, have not been examined.

Subject to easements and restrictions of record.

This report is prepared for information purposes and the responsibility hereunder is confined to the party for which it is compiled; and acceptance of this report shall evidence agreement with the undersigned that no insurance is to be issued thereon, and that in consideration of the limited charges therefore, the liability of the undersigned for any negligence, errors or omissions with respect to the content hereof is limited to the amount charged.

Best Regards,
Executive Title Services of Florida, Inc.



Sally A. Morris, Pres.

*Backup documents not included
in expense log!*

EXECUTIVE TITLE SERVICES OF FLORIDA, INC.

5419 Main Street
New Port Richey, FL 34652
(727) 848-4111
(727) 848-5515(fax)

Date: October 16, 2015

Invoice #: 58

To: City of New Port Richey
5919 Main Street
New Port Richey, FL 34652

Reference: 001

Attn: Lisa Fierce

Legal: LOT 67, EDGEWATER GARDENS

DEBIT DESCRIPTION	DEBIT	PAID	CREDIT DESCRIPTION	CREDIT	BALANCE
O & E / 6829 Garden Dr., NPR	\$150.00				\$150.00
TOTALS:	\$150.00	\$0.00		\$0.00	\$150.00



NEW PORT RICHEY

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

**Notice to Owner/Interested Parties
Condemnation Hearing
Chapter 6, Article VI of the Code of Ordinances**

SENT VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

October 29, 2015

To Owners and Interested Parties:

The structure located at 6829 Garden Drive, New Port Richey, FL 34652 has been determined by the City of New Port Richey Building Official to be unfit or unsafe in accordance with Chapter 6, Article VI, New Port Richey Code, due to a recent fire of the structure.

Owners of Property and Interested Parties as reflected in the Public Records of Pasco County:

Ronald Howarth 6829 Garden Drive New Port Richey, FL 34652	Brady Nihart 6829 Garden Drive New Port Richey, FL 34652	Ronald Howarth & Brady Nihart 6829 Garden Drive New Port Richey, FL 34652
Internal Revenue Services 31 Hopkins Plaza Baltimore, MD 21201	State of Florida c/o Paula O'Neil 7530 Little Road, Suite 106 New Port Richey, FL 34654	Pasco County Clerk of Court Paula O'Neil 7530 Little Road, Suite 106 New Port Richey, FL 34654

Pasco County Tax Collector
Mike Fasano
8731 Citizens Drive
New Port Richey, FL 34654


Parcel ID: 06-26-16-0030-00000-0670

Legal Description: LOT 67, EDGEWATER GARDENS, UNIT 1, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 67, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, TOGETHER WITH MOBILE HOME SITUATED THEREON AND ALL IMPROVEMENTS AND APPURTENANTS THERETO, AKA 6829 GARDEN DRIVE, NEW PORT RICHEY, FLORIDA

The City of New Port Richey City Council shall conduct hearing on Tuesday, December 1, 2015 at 7:00 pm in the City Council Chambers of City Hall (5919 Main Street, New Port Richey, FL). The purpose of the meeting is to report the condition of the structure to City Council which may, by resolution, declare the structure to a nuisance and authorize the Building Official to take appropriate, specific action at a time certain. You are hereby directed to correct the unfit or unsafe condition forthwith.

At the hearing, City Council will determine the costs and expenses that may be incurred by the City in the abatement and removal of the building. You have the right to attend the hearing, to be represented by counsel thereat and to present any evidence or to show cause why such costs should not be imposed or assessed against the subject real property. If City Council shall determine that such costs should be imposed and assessed against the subject real property, then the City Council will adopt a resolution to that effect which will be recorded on the public records of the County for the purpose of imposing a lien or encumbrance against the real property for the full amount of the abatement and removal costs. A copy of the resolution authorizing the abatement and removal of the nuisance is attached.

Sincerely,



James C. Evetts
Building Official

Copy: Development Department
City Attorney
City Manager
Code Enforcement

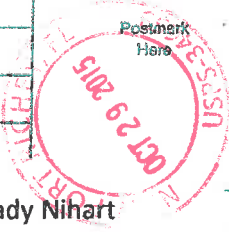
* Enclosures: Article VI, Chapter 6 of the Code of Ordinances, Division 4
Resolution #2016-01 - Authorizing Abatement of Nuisance

* Enclosures not included with expens log


7014 0150 0000 3931 9315

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$.705
Certified Fee	3.45
Return Receipt Fee (Endorsement Required)	2.80
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.955
	
Sent To Ronald Howarth Street, Apt. or PO Box 6829 Garden Drive City, State New Port Richey, FL 34652	


7014 0150 0000 3931 9346

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$.705
Certified Fee	3.45
Return Receipt Fee (Endorsement Required)	2.80
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.955
	
Sent To Ronald Howarth & Brady Nihart Street, Apt. or PO Box 6829 Garden Drive City, State New Port Richey, FL 34652	

7014 0150 0000 3931 9322

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$.705
Certified Fee	3.45
Return Receipt Fee (Endorsement Required)	2.80
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.955
	
Sent To State of Florida Street, Apt. or PO Box c/o Paula O'Neil City, State 7530 Little Road, Suite 106 City, State New Port Richey, FL 34651	

7014 0150 0000 3931 9292

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$.705
Certified Fee	3.45
Return Receipt Fee (Endorsement Required)	2.80
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.955
	
Sent To Pasco County Clerk of Circuit Court Street, Apt. or PO Box Paula O'Neil City, State 7530 Little Road, Suite 106 City, State New Port Richey, FL 34654	

7014 0150 0000 3931 9339

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$.705
Certified Fee	3.45
Return Receipt Fee (Endorsement Required)	2.80
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.955
	
Sent To Internal Revenue Services Street, Apt. or PO Box 31 Hopkins Plaza City, State Baltimore, MD 21201	

7014 0150 0000 3931 9308

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$.705
Certified Fee	3.45
Return Receipt Fee (Endorsement Required)	2.80
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.955
	
Sent To Pasco County Tax Collector Street, Apt. or PO Box Mike Fasano City, State 8731 Citizens Drive City, State New Port Richey, FL 34651	

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

7014 0150 0000 3931 5591

Postage	\$.705
Certified Fee	3.45
Return Receipt Fee (Endorsement Required)	2.80
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.955



Sent To

Street, Apt.
 or PO Box #
 City, State, ZIP+4®



Brady Nihart
 6829 Garden Drive
 New Port Richey, FL 34652

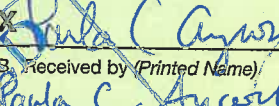
PS Form 38

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature X <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Ronald Howarth 6829 Garden Drive New Port Richey, FL 34652</p>		<p>B. Received by (Printed Name) <i>Ronald Howarth</i></p>	<p>C. Date of Delivery</p>
<p>2. Article Number (Transfer from service label)</p> <p>7014 0150 0000 3931 9315</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>PS Form 3811, July 2013</p>		<p>Domestic Return Receipt</p>	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature X <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Ronald Howarth & Brady Nihart 6829 Garden Drive New Port Richey, FL 34652</p>		<p>B. Received by (Printed Name) <i>Ronald Howarth</i></p>	<p>C. Date of Delivery</p>
<p>2. Article Number (Transfer from service label)</p> <p>7014 0150 0000 3931 9346</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>PS Form 3811, July 2013</p>		<p>Domestic Return Receipt</p>	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
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<p>1. Article Addressed to:</p> <p>Brady Nihart 6829 Garden Drive New Port Richey, FL 34652</p>		<p>B. Received by (Printed Name) <i>Ronald Howarth</i></p>	<p>C. Date of Delivery</p>
<p>2. Article Number (Transfer from service label)</p> <p>7014 0150 0000 3931 5591</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>PS Form 3811, July 2013</p>		<p>Domestic Return Receipt</p>	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature  <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
1. Article Addressed to: Pasco County Tax Collector Mike Fasano 8731 Citizens Drive New Port Richey, FL 34651		B. Received by (Printed Name)  C. Date of Delivery 11/02/15	
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No	
		3. Service Type <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)		7014 0150 0000 3931 9308	
PS Form 3811, July 2013		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature  <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
1. Article Addressed to: Pasco County Clerk of Circuit Court Paula O'Neil 7530 Little Road, Suite 106 New Port Richey, FL 34654		B. Received by (Printed Name) Paula C. O'Neil C. Date of Delivery 11/02/15	
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No	
		3. Service Type <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)		7014 0150 0000 3931 9292	
PS Form 3811, July 2013		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>State of Florida c/o Paula O'Neil 7530 Little Road, Suite 106 New Port Richey, FL 34651</p>		<p>B. Received by (Printed Name) Paula C. Anzures</p> <p>C. Date of Delivery 11/04/2015</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7014 0150 0000 3931 9322</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>PS Form 3811, July 2013</p>		<p>Domestic Return Receipt</p>	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Internal Revenue Services 31 Hopkins Plaza Baltimore, MD 21201</p>		<p>B. Received by (Printed Name) R. Cohen</p> <p>C. Date of Delivery 11/3/15</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7014 0150 0000 3931 9339</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>PS Form 3811, July 2013</p>		<p>Domestic Return Receipt</p>	

6829 Garden Drive, 34652

Title Search

Pasco County Clerk of Circuit Court
Paula O'Neil
7530 Little Road, Suite 106
New Port Richey, FL 34654

State of Florida
c/o Paula O'Neil
7530 Little Road, Suite 106
New Port Richey, FL 34651

Brady Nihart
6829 Garden Drive
New Port Richey, FL 34652

Pasco County Tax Collector
Mike Fasano
8731 Citizens Drive
New Port Richey, FL 34651

Internal Revenue Services
31 Hopkins Plaza
Baltimore, MD 21201

8) Ronald Howarth
6840 Edgewater Drive
New Port Richey, FL 34652

Ronald Howarth
6829 Garden Drive
New Port Richey, FL 34652

Ronald Howarth & Brady Nihart
6829 Garden Drive
New Port Richey, FL 34652

9) Ronald Howarth
6953 Edgewater Drive
New Port Richey, FL 34652

Notices sent to 8 & 9 on Nov. 4, 2015.

7014 0150 0000 3931 9377

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$.705
Certified Fee	3.45
Return Receipt Fee (Endorsement Required)	2.90
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.955

Sent To
Street, A
or PO Box
City, State, ZIP+4®
PS Form 3800, June 2010

Ronald Howarth
6840 Edgewater Drive
New Port Richey, FL 34652

NOV 13 2015
Postmark Here
NEW PORT RICHEY, FL 34652

7014 0150 0000 3931 9360

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$.706
Certified Fee	3.45
Return Receipt Fee (Endorsement Required)	2.90
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.956

Sent To
Street, A
or PO Box
City, State, ZIP+4®
PS Form 3800, June 2010

Ronald Howarth
6953 Edgewater Drive
New Port Richey, FL 34652

NOV 13 2015
Postmark Here
NEW PORT RICHEY, FL 34652

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
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<p>1. Article Addressed to:</p> <p>Ronald Howarth 6840 Edgewater Drive New Port Richey, FL 34652</p>		<p>B. Received by (Printed Name) <i>Ronald Howarth</i> C. Date of Delivery <i>11/16/15</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>2. Article Number (Transfer from service label) 7014 0150 0000 3931 9377</p>		<p>3. Service Type <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input checked="" type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p>	
<p>PS Form 3811, July 2013</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
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<p>1. Article Addressed to:</p> <p>Ronald Howarth 6953 Edgewater Drive New Port Richey, FL 34652</p>		<p>B. Received by (Printed Name) <i>Ronald Howarth</i> C. Date of Delivery <i>11/16/15</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>2. Article Number (Transfer from service label) 7014 0150 0000 3931 9360</p>		<p>3. Service Type <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p>	
<p>PS Form 3811, July 2013</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	


Domestic Return Receipt

Tampa Bay Times
Published Daily


STATE OF FLORIDA } ss
COUNTY OF Pasco County


Before the undersigned authority personally appeared Sarah Potts who on oath says that he/she is Legal Clerk of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Condemnation Hearing** was published in Tampa Bay Times: 10/31/15, 11/7/15. in said newspaper in the issues of Baylink Pasco

Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida, each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper


Signature of Affiant

Sworn to and subscribed before me this 11/07/2015.


Signature of Notary Public

 SARAH POTTS
MY COMMISSION # FF 160101
EXPIRES: September 14, 2018
Bonded Thru Budget Notary Services
Type of identification produced _____

NOTICE AND ORDER OF CONDEMNATION OF UNFIT OR UNSAFE STRUCTURE

To: Ronald Howarth, 6829 Garden Drive, New Port Richey, FL 34652;
Brady Nihart, 6829 Garden Drive, New Port Richey, FL 34652

Re: 6829 Garden Drive, New Port Richey, FL 34652,
Parcel ID: 06-26-16-0030-00000-0670; Legal

Description:

LOT 67, EDGEWATER GARDENS, UNIT 1, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 67, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, TOGETHER WITH MOBILE HOME SITUATED THEREON AND ALL IMPROVEMENTS AND APPURTENANTS THERETO, AKA 6829 GARDEN DRIVE, NEW PORT RICHEY, FLORIDA

The structure located at 6829 Garden Drive, New Port Richey, FL 34652 has been determined by the City of New Port Richey Building Official to be unfit or unsafe in accordance with Chapter 6, Article VI, New Port Richey Code, due to a recent fire of the structure. The City of New Port Richey City Council shall conduct hearing on Tuesday, December 1, 2015 at 7:00 pm in the City Council Chambers of City Hall (5919 Main Street, New Port Richey, FL, 34652). The purpose of the meeting is to report the condition of the structure to City Council which may, by resolution, declare the structure to a nuisance and authorize the Building Official to take appropriate, specific action at a time certain. You are hereby directed to correct the unfit or unsafe condition forthwith.

At the hearing, City Council will determine the costs and expenses that may be incurred by the City in the abatement and removal of the building. You have the right to attend the hearing, to be represented by counsel thereat and to present any evidence or to show cause why such costs should not be imposed or assessed against the subject real property. If City Council shall determine that such costs should be imposed and assessed against the subject real property, then the City Council will adopt a resolution to that effect which will be recorded on the public records of the County for the purpose of imposing a lien or encumbrance against the real property for the full amount of the abatement and removal costs. A copy of the resolution authorizing the abatement and removal of the nuisance is available in the Development Department, located in City Hall, at 5919 Main Street, between the hours of 8:00 am and 4:30 pm.

Published October 31, 2015 & November 7, 2015

211867

FILE COPY

RECEIVED

NOV 09 2015

**DEVELOPMENT DEPARTMENT
CITY OF NEW PORT RICHEY**



City of New Port Richey

5919 Main Street
New Port Richey, FL 34652-2785

Purchase Order

for Materials or Services

Reg. # 83863

P.O. NUMBER 092235

DATE 11/24/2015

BID NUMBER

PLEASE INVOICE IN DUPLICATE - ATTN. ACCOUNTS PAYABLE DEPT.

T
O
V
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R

TAMPA BAY TIMES
DEPT 3396
PO BOX 123996
DALLAS

TX 53123-396

S
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O

CITY OF NEW PORT RICHEY
CITY OF NEW PORT RICHEY
ATTN: CITY CLERK
5919 MAIN STREET
NEW PORT RICHEY, FL 34652

VENDOR NO. 326123

DELIVER BY:		SHIP VIA:		FOB	DESTINATION	TERMS:	
11/30/2015						NET	
ACCOUNT NUMBER	QUANTITY	U/M	ITEM NO. AND DESCRIPTION		UNIT PRICE	AMOUNT	
1 00100235124911	1.00	EA	915 000 CONDEMNATION HEARING		174.9400	174.94	
PREP BY D		STATE TAX EXEMPT CERTIFICATE NUMBER 85-8012621647C-4		DO NOT EXCEED THIS TOTAL WITHOUT AUTHORIZATION		TOTAL AMOUNT	
						\$174.94	

ORIGINATOR

APPROVED BY

NOT VALID WITHOUT AUTHORIZATION SIGNATURE



Property Owner: Ronald Newirth
00

Resolution #2016-01

A RESOLUTION REQUESTING THE NUISANCE ABATEMENT OF A STRUCTURE SUBJECT TO A CONDEMNATION ORDER OF THE BUILDING OFFICIAL PURSUANT TO SECTION 6-171 THROUGH SECTION 6-183 OF THE CODE OF ORDINANCES OF THE CITY OF NEW PORT RICHEY; FINDING A HAZARD TO THE SAFETY OF PERSONS OR PROPERTY IN THE SUBJECT PROPERTY; CONDEMNING THE SUBJECT PROPERTY & AUTHORIZING THE DEMOLITION AND REMOVAL OF THE NUISANCE AT THE SUBJECT PROPERTY; FINDING THE SUBJECT PROPERTY TO CONSIST OF PARCEL ID: 06-26-16-0030-00000-0670 LOCATED AT 6829 GARDEN DRIVE, LEGALLY DESCRIBED AS LOT 67, EDGEWATER GARDENS, UNIT 1, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 67, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA. TOGETHER WITH MOBILE HOME SITUATED THEREON AND ALL IMPROVEMENTS AND APPURTENANTS THERETO, AKA 6829 GARDEN DRIVE, NEW PORT RICHEY, FLORIDA AND SHOWN ON EXHIBIT A; AND FOR OTHER PURPOSES AND RELIEF.

WHEREAS, the structure whose location is set forth herein is vacant and has become run down, dilapidated, unsightly, dangerous, obnoxious, unsafe, not fit for human habitation and detrimental to the public welfare of the City of New Port Richey, its citizens, and its residents;

WHEREAS, the condition of the Subject Property is unfit and unsafe to the safety of persons or property in the vicinity of the Subject Property;

WHEREAS, the condition of the Subject Property constitutes a serious fire and health hazard to the City of New Port Richey, and unless actions are taken to remedy this situation by demolition and removal of said nuisance, there is a great likelihood that the surrounding property may be destroyed by fire originating from such unsafe and hazardous structures, and also that since structures contain litter, trash and debris with breeding rats, rodents, insects and other germ carriers of diseases;

WHEREAS, the Subject Property consists of a mobile unit which has been condemned and is uninhabitable;

WHEREAS, the condemned building on the Subject Property possesses no electricity;

WHEREAS, buildings on the Subject Property show exposed insulation and exposed electrical wiring;

WHEREAS, the buildings on the Subject Property are built of and contain flammable material creating an imminent safety and fire hazard;

WHEREAS, the Building Official has posted an Order of Condemnation subject to Section 6-751, of the Code of New Port Richey upon the structure on the Subject Property;

WHEREAS, the structure on the Subject Property constitutes a hazard to the health and safety of the citizens of New Port Richey, and they should be dismantled, demolished, abated, or removed for the purpose of eliminating such hazards.

Rept: 1866289 Rec: 35.50
DS: 0.00 IT: 0.00
05/25/2017 K. M., Dpty Clerk

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
05/25/2017 01:33pm 1 of 4
OR BK 9546 PG 1238

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

SECTION 1: That City Council hereby declares the structure located at the Subject Property identified in Section 4 below to be vacant while constituting a hazard to the safety of persons or property.

SECTION 2: That City Council hereby declares that the structure located at the Subject Property identified in Section 4 have been ordered condemned by the City Building Official and the habitation or occupation of such structures has been prohibited.

SECTION 3: That City Council hereby declares the Subject Property consists of a dilapidated mobile unit that was damaged beyond 50% of the value of the structure; the building on the Subject Property possesses no electricity; the building on Subject Property shows exposed insulation and exposed electrical wiring; the building on the Subject Property is built and contains flammable material creating an imminent safety and fire hazard; and because of such conditions, the City Council declares the structure on the Subject Property to be a public nuisance and orders that they be dismantled, demolished, abated, or removed within 16 days.

SECTION 4: The property subject to this Resolution identified by parcel number 06-26-16-0030-00000-0670 and is located with physical address 6829 Garden Drive, New Port Richey, Florida 33652 and a legal description of:

LOT 67, EDGEWATER GARDENS, UNIT 1, ACCORDING TO MAP OR PLAT THEREOFAS RECORDED IN PLAT BOOK 6, PAGE 67, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, TOGETHER WITH MOBILE HOME SITUATED THEREON AND ALL IMPROVEMENTS AND APPURTENANTS THERETO, AKA 6829 GARDEN DRIVE, NEW PORT RICHEY, FLORIDA (the "Subject Property").

The Subject Property is owned by Ronald Howarth and Brady Nihart whose address is 6829 Garden Drive, New Port Richey, FL 34652. The City of New Port Richey has made a reasonable effort under the circumstances to provide notice to Ronald Howarth and Brady Nihart and any other person known to have an interest in the Subject Property.

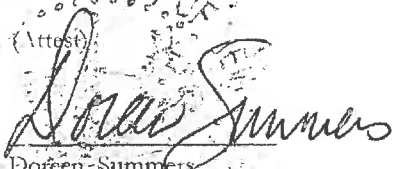
SECTION 5: The City Council hereby declares the nuisance provided herein to constitute an unsafe and unfit structure which is a nuisance to the safety of persons or property pursuant to Section 6-171 of the Code of Ordinances of the City of New Port Richey. The City Council authorizes the Building Official in concert with the Public Works Department of the City of New Port Richey to dismantle, demolish, abate, or remove immediately the structure on the Subject Property or procure the use of an independent contractor without the invitation of bids but instead by securing price quotations in compliance with Section 6-179 of the Code of Ordinances for the City of New Port Richey.


SECTION 6: The owner of the Subject Property or any interested person can make arrangements for the abatement of such nuisance within the same time period as contemplated by the City Council, and in such a situation this resolution shall be adopted but shall be held in abeyance for a stated time in order to allow the owner or such interested person to proceed with the abatement or removal of the nuisance; provided however, that if the owner or any interested person does not proceed with the abatement in such manner, the nuisance shall be dismantled, demolished, abated, or removed in accordance with the provisions of the resolution. Nothing in this section shall prohibit the City of New Port Richey from immediately dismantling, demolishing, abating, or removing the nuisances on the Subject Property.

SECTION 7: That the provisions of this Resolution are hereby declared to be severable and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 8: That this Resolution shall be in full force and effect from and after its passage and approval.

SECTION 9: DONE AND RESOLVED this 1st day of December, 2015.

(Seal)
(Attest)

Doreen Summers
City Clerk


Rob Matlock
Mayor-Councilmember

APPROVED AS TO LEGAL FORM AND CONTENT FOR THE SOLE
RELIANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA


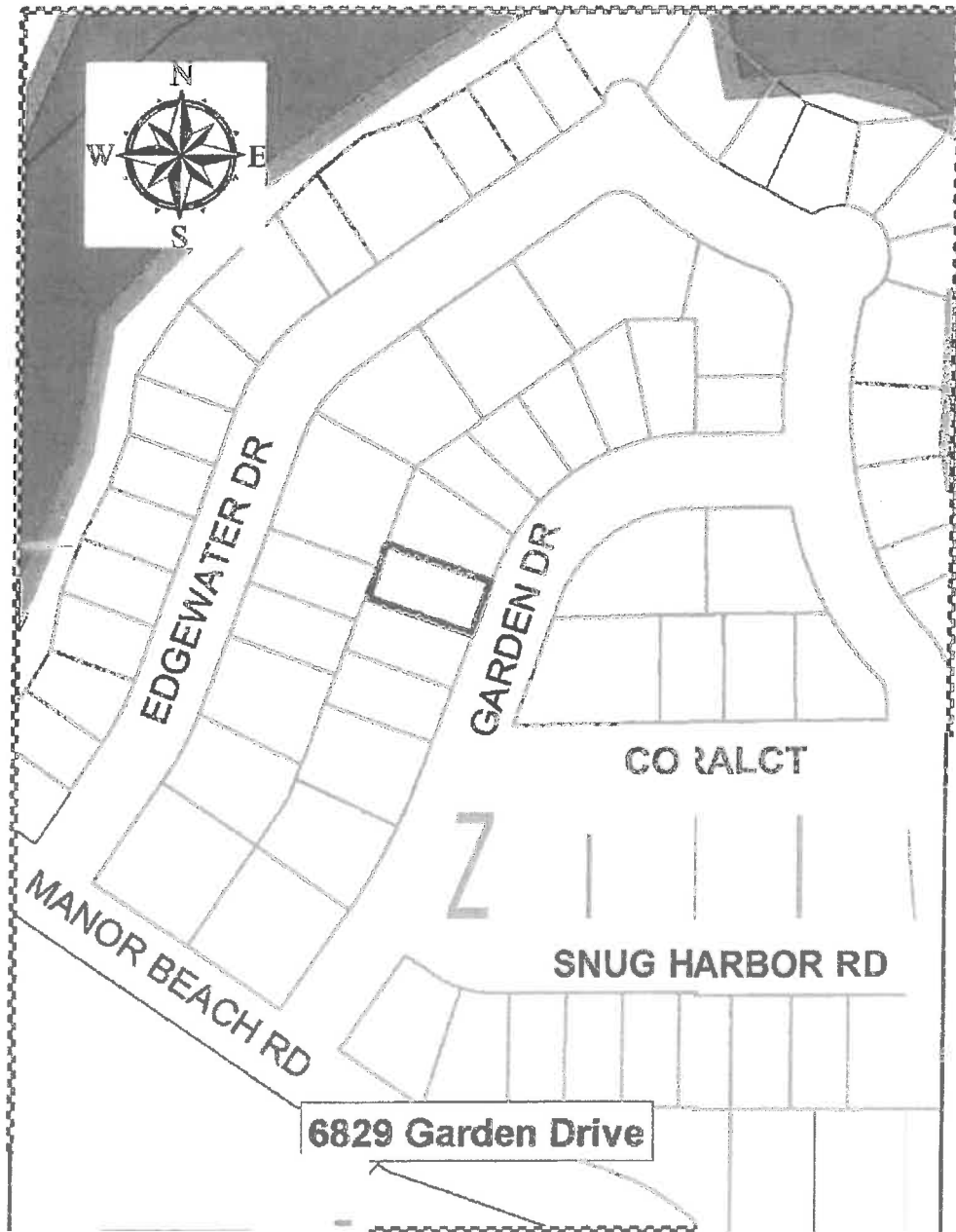
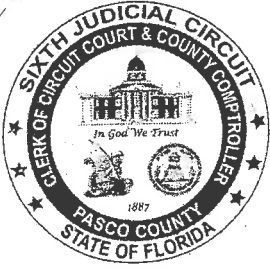

Joseph Poblick
City Attorney

Exhibit A- Site Location Map
6829 Garden Drive, New Port Richey, Florida 33652
Parcel ID: 06-26-16-0030-00000-0670





Office of PAULA S. O'NEIL, Ph.D.
Clerk & Comptroller
PASCO County, Florida

May 25, 2017 01:33 PM

Receipt # 1866289 Drawer WGR005W
NEW PORT RICHEY CITY OF
Operator: K. McCutcheon
Amount 35.50

#35.50

Instrument # 2017-080063 Type 0490A
Book # 9546 Page # 1238 Time 01:33 PM
Recording Fee 35.50
Reference: MELANIE/CITY OF NEW PORT
RICHEY

Escrow Acct: 115030 35.50
Escrow Bal May 25, 2017: -145.50



NEW PORT RICHEY

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

April 27, 2017

Mr. T.J. Staten
TNT Environmental, LLC
17852 Pine Knoll Dr
Dade City, FL 33523

Re: P.O. Number: IFB-KB-15-139
Case Number: RES2017-12
Owner Name: Ronald Howarth
Site Address: 6829 Garden Drive, New Port Richey, FL 34652
(PID: 06-26-16-0030-00000-0690)

Dear Mr. Staten:

This letter will serve as your "Notice to Proceed" with demolition and clearance on the above-referenced property. Photographs, information from the office of Pasco County Property Appraiser with location map, and work description in accordance with your cost estimate for this property, are included to assist you. Please provide before and after photographs with your invoice.

Please contact me if you have any questions at 727-853-1045 or evettsj@cityofnewportrichey.org.

Sincerely,

Jim Evetts
Building Official

Enclosures: Photographs
Property Appraiser's information with location map
Work description

*Photographs & Property Appraiser's information
Not included in Expense log!*

Price Schedule
Pasco County Community Development Department
Slum and Blighted Area Clean-up
PO # 164001
Bid Solicitation# IFB-KB-15-139
10/01/2015-9/30/2016

Proposal # _____

Job # _____

Address: _____

6829 Garden Dr. NPR

Case No. _____

Estimate

Item#	Description	Estimated Quantity	Unit	Unit Cost	Total
1.	Demolitions: Provide cost per square foot per specifications of the bid document	2150	SF*	\$1.69	3633.50
2.	Clearance: Removal of debris and noxious materials per specifications of the bid document. Provide costs on a cubic-yard basis		CY**	\$1.00	
3.	Fill material delivered per specifications of the bid document. Provide cost per cubic yard.		CY**	\$95.00	
4.	Mobilization costs, including permit fees, per specifications of the bid document. Mobilization costs will only be paid to the vendor per Specification No. 6.4 of the bid document. All mobilization costs for jobs where issuance of a Notice to Proceed is not aborted, the mobilization costs shall be included in the other prices. Provide lump-sum fee.		LSF***	\$200.00	
5.	Septic Tank Abandonment per specifications of bid document. Provide lump-sum fee.	1	LSF***	\$1,500.00	
6.	Neighborhood cleanup: Provide machinery and manpower, to include the use of backhoe and operators (based on an eight [8] hour day) and mobilization costs per specifications of the bid document. Provide lump-sum fee for an eight [8] hour day.		LSF***	\$1,280.00	
7.	Thirty (30) yard roll-off dumpster; Provided, setup, and removal, to include disposal of material per specifications of the bid document. Provide lump-sum fee for each dumpster.		LSF***	\$280.00	
8.	Concrete Removal and disposal		CY**	\$20.00	
9.	Demolition, clearance and proper disposal of structures deemed to contain Regulation Asbestos Materials (RAMs) due to the unsafe condition of the structure		SF*	\$3.00	3633.50

T N T ENVIRONMENTAL LLC

17852 PINE KNOLL DR.
DADE CITY, FL. 33523
352-567-1822

Invoice

Date	Invoice #
5/11/2017	727

Bill To
CITY OF NEW PORT RICHEY MELANIE TYLER 5919 MAIN ST. NEW PORT RICHEY, FL. 34652



P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
2,150	Demolition - Case#RES2017-12 6829 GARDEN DR NPR DATE OF DEMO: 5/5/17	1.69	3,633.50
50	SILT FENCE	4.00	200.00

	Total	\$3,833.50
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Payments/Credits	\$0.00
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Balance Due	\$3,833.50
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NEW PORT RICHEY

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

Notice to Owner/Interested Parties Hearing on Costs of Abatement/Imposition of Lien Article VI, Chapter 6 of the Code of Ordinances

June 7, 2017

To Owners and Interested Parties:

On December 1, 2015, City Council determined that the (former) structure located on the property at 6829 Garden Drive, presented a clear, present and immediate hazard to the safety of persons or property. Council adopted nonemergency Resolution #2016-01 declaring the structure to be a nuisance and authorized the immediate abatement and removal of same (see attachment).

The purpose of this correspondence is to notify you that City Council will hold a hearing on Tuesday, June 20, 2017 to assess the costs of the abatement and removal that were incurred by the City and decide whether the costs should be assessed against the real property in the form of a lien. The owner(s) or any other interested party may attend the hearing, be represented by legal counsel thereat and present any evidence or show cause as to why such costs should not be imposed or assessed. If City Council shall determine that such costs should be imposed and assessed, it shall adopt a resolution to that effect which will be recorded in the public records in Pasco County. For further information, contact me at 727-853-1045.

Owners of Property and Interested Parties as reflected in the Public Records of Pasco County:

* Ronald Howarth
6829 Garden Drive
New Port Richey, FL 34652

Pasco County Tax Collector
Mike Fasano
8731 Citizens Drive
New Port Richey, FL 34651

Internal Revenue Services
31 Hopkins Plaza
Baltimore, MD 21201

* Ronald Howarth
6840 Edgewater Drive
New Port Richey, FL 34652

State of Florida
c/o Paula O'Neil
7530 Little Road, Suite 106
New Port Richey, FL 34651

* Ronald Howarth
6953 Edgewater Drive
New Port Richey, FL 34652

Pasco County Clerk of Circuit
Court, Paula O'Neil
7530 Little Road, Suite 106
New Port Richey, FL 34654

Parcel ID: 06-26-16-0030-00000-0670

Legal Description: LOT 67, EDGEWATER GARDENS, UNIT 1, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 67, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, TOGETHER WITH MOBILE HOME SITUATED THEREON AND ALL IMPROVEMENTS AND APPURTENANTS THERETO, AKA 6829 GARDEN DRIVE, NEW PORT RICHEY, FLORIDA

Sincerely,

James Evetts
Building Official

Copy: City Attorney
City Manager

* Sent Certified

* Enclosures: Proposed Resolution #2017-20
Adopted Resolution #2016-01
Article VI, Chapter 6 of the Code of Ordinances, Emergency Condemnation

* Enclosures not included
with expense log

7014 0150 0000 3931 8721

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CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$.88
Certified Fee	3.35
Return Receipt Fee (Endorsement Required)	2.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.98

Postmarked Here
 JUN - 7 2017
 NEW PORT RICHEY, FL
 USPS-34653

Sent To
 Street, Apt. or PO Box
 City, State
 Ronald Howarth
 6829 Garden Drive
 New Port Richey, FL 34652

PS Form 3800, October 2009

9298 1696 0000 0510 4102

U.S. Postal Service™
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OFFICIAL USE

Postage	\$.88
Certified Fee	3.35
Return Receipt Fee (Endorsement Required)	2.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.98

Postmarked Here
 JUN - 7 2017
 NEW PORT RICHEY, FL
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 6840 Edgewater Drive
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PS Form 3800, October 2009

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Postmarked Here
 JUN - 7 2017
 NEW PORT RICHEY, FL
 USPS-34653

Sent To
 Street, Apt. or PO Box
 City, State
 Ronald Howarth
 6953 Edgewater Drive
 New Port Richey, FL 34652

PS Form 3800, October 2009

Notice of Hearing - Cost of Attachment & Imposition of Lien

Department Dept.
New Port Richey
Main Street
Richey, FL 34652

Hasler

FIRST-CLASS MAIL

06/07/2017

US POSTAGE \$000.88⁰



ZIP 34652
011E11675105

Internal Revenue Services
31 Hopkins Plaza
Baltimore, MD 21201

Department Dept.
New Port Richey
Main Street
Richey, FL 34652

Hasler

FIRST-CLASS MAIL

06/07/2017

US POSTAGE \$000.88⁰



ZIP 34652
011E11675105

Pasco County Tax Collector
Mike Fasano
8731 Citizens Drive
New Port Richey, FL 34651

Department Dept.
New Port Richey
Main Street
Richey, FL 34652

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06/07/2017

US POSTAGE \$000.88⁰



ZIP 34652
011E11675105

Pasco County Clerk of Circuit Court
Paula O'Neil
7530 Little Road, Suite 106
New Port Richey, FL 34654

Department Dept.
New Port Richey
Main Street
Richey, FL 34652

Hasler

FIRST-CLASS MAIL

06/07/2017

US POSTAGE \$000.88⁰



ZIP 34652
011E11675105

State of Florida
c/o Paula O'Neil
7530 Little Road, Suite 106
New Port Richey, FL 34651



NEW PORT RICHEY

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

TO: City of New Port Richey City Council
FROM: Kim Bogart, Chief of Police
DATE: 6/20/2017
RE: Request to Contribute and Participate in Crime Stoppers of Tampa Bay Gun Bounty Program

REQUEST:

I respectfully request Council authorize the Police Department to contribute \$2,000 to the Crime Stoppers of Tampa Bay Gun Bounty Program.

DISCUSSION:

The Pasco County Sheriff's Office, in conjunction with Crime Stoppers of Tampa Bay, is initiating a Gun Bounty Program similar to existing programs in Tampa, Miami, Jacksonville, St. Petersburg and other cities across the country. They have asked for our participation.

"The Gun Bounty Program is a special reward program* that has a simple formula: 1 Gun + 1 Arrest = \$1,000. Anonymous tips called into Crime Stoppers that result in at least one arrest on a firearms related charge with the recovery of at least one illegal firearm will be eligible for an automatic cash reward of \$1,000.

The gun Bounty Program is NOT a gun buy-back program. It is a public safety program designed to remove illegal firearms from the hands of violent criminals. The anonymous tip must originate through the Crime Stoppers program, and area law enforcement will be responsible for investigating and confirming the eligibility for rewards for tips received."

This program is being funded by donations from participating law enforcement agencies in our county and no tax dollars will be used.

RECOMMENDATION:

I recommend Council authorize the police department to contribute \$2,000 to Crime Stoppers of Tampa Bay and participate in the Gun Bounty Program.

BUDGET/FISCAL IMPACT:

Abandoned property monies will be used for the contribution; therefore, there is no direct fiscal impact to the Department's F/Y 2017/2017 Budget.

ATTACHMENTS:

Description

Type

No Attachments Available



NEW PORT RICHEY

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

TO: City of New Port Richey City Council
FROM: Debbie L. Manns, City Manager
DATE: 6/20/2017
RE: Ratification of the Police Union Contract

REQUEST:

The request is for the City Council to vote in favor of the proposed agreement between the City of New Port Richey and the West Central Florida Police Benevolent Association (PBA) for the period spanning from October 1, 2015 through September 30, 2018.

DISCUSSION:

The City's negotiating team reached a tentative agreement with the West Central Florida Police Benevolent Association relating to a collective bargaining agreement on May 5, 2017. The collective bargaining agreement covers a three (3) year period of time spanning from October 1, 2015 through September 30, 2018.

In accordance with Section 447, Labor Organizations Part II, Public Employees, Florida Statutes, both negotiating teams agreed to recommend to their respective voting bodies that the agreement be approved as written. The PBA held a vote on May 7, 2017 and formally voted to approve the collective bargaining agreement. The purpose of this agenda item is to provide an outline of the financial impacts of the proposed agreement and to obtain your support of such.

Below is a summary of the financial impacts associated with the proposed collective bargaining agreement:

Wages:

- A wage adjustment in the amount of \$25.00 per pay period will be paid to officers serving in the capacity of field training officer as designated by the Police Chief.
- An annual payment in the amount of \$1,040.00 will be issued to officers whom are appointed by the Police Chief and trained to serve as a Traffic Homicide Investigator.
- Effective the first pay period after ratification of the agreement bargaining unit members will be placed at the step in the career ladder plan which is commensurate with their actual tenure with the Police Department.
- Bargaining unit employees that have achieved a topped-out status as it relates to wages would receive a one-time lump sum payment of an amount equal to three

(3) percent of their current base pay.

- In the event that the city provides an annual cost-of-living adjustment to non-union members of the city staff it will similarly be provided to members of the union group.

Pension:

- Effective the beginning of the payroll cycle that succeeds the adoption of the collective bargaining agreement the employee contributions shall be 6.5% of salary to the pension fund.
- Under the benefit structure:

Average Final Compensation: shall be defined as (1/12) of the average annual salary of the 3 best years of the last 5 years of credited service.

Compensation: means total cash remuneration paid by the city for services rendered and includes overtime payments up to and not exceeding 300 hours. Salary does not include payments for accrued sick or annual leave.

Normal Retirement: a member's normal retirement date shall be the first day of the month coincident with or the next following the date he or she reaches age 52 and completes 10 years of credited service or the date he or she completes 23 years of service.

Normal Retirement Benefit: shall equal 3.25% of average final compensation for each year or part thereof of credited service accrued succeeding the date of the ratification of the collective bargaining agreement

Early Retirement: eligibility is based on the attainment of age fifty (50) and the completion of ten (10) years of credited service. Credited service and average final compensation shall be actuarially reduced to take into account the member's younger age and the earlier commencement of retirement income benefit payments not to exceed 3% for each year by which the member's age at retirement preceded the member's normal retirement age.

DROP Program: members entering the DROP program after the date of the Ordinance's amendment shall have a one-time irrevocable option of being credited with interest based upon the fixed rate of 1.5% or the Pension Plan's rate of return.

- All accumulated excess Chapter 185 premium tax funds held in reserve as of the effective date of the labor agreement shall be applied to reduce the City's annual required contribution to the Police Retirement Pension System.
- The total amount of future excess Chapter 185 premium tax revenues shall be applied to reduce the City's annual required contribution to the Police Retirement Pension System.
- A Defined Contribution Plan will be created by the city to implement the provisions of Section 185.35, Florida Statutes subject to the conditions as identified above.

RECOMMENDATION:

The recommendation is for the City Council to formally vote to approve and in so doing ratify the collective bargaining agreement with the West Central Florida Police Benevolent Association.

BUDGET/FISCAL IMPACT:

The financial impact associated with the approval of this agenda item for the current fiscal year is \$59,286.00. The funding to support this expenditure is available in the Reserves, Contingency account number 001-0580-584-94-21. The impact for FY 2017-2018 is \$80,549.00 and if this item is approved, will be appropriately budgeted.

ATTACHMENTS:

Description	Type
☐ Police Union Contract	Backup Material

AGREEMENT BETWEEN THE
WEST CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION
AND THE
CITY OF NEW PORT RICHEY

October 1, 2015 thru September 30, 2018

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ARTICLE 1: PREAMBLE

Section 1. This Agreement is entered into by and between, the City of New Port Richey, a municipality in the State of Florida, hereinafter called the "Employer" and the West Central Florida Police Benevolent Association, hereinafter referred to as the "PBA". This labor agreement is applicable for employees as defined in Certification Number 583 issued to the West Central Florida Police Benevolent Association in accordance with the certification granted by the Public Employees Relations Commission on June 25, 1982.

Section 2. It is the intent and purpose of this agreement to promote and maintain harmonious and cooperative relationships between the employer and employees, both individually and collectively, and the PBA; to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this agreement; and to set forth herein the basic and entire agreement between the parties in the determination of wages, hours and the terms and conditions of employment.

Section 3. The parties recognize that the best interest of the community will be served by assuring the public, at all times, of orderly and uninterrupted operations and functions of the municipal government, and by providing in the most efficient manner, public service to the citizens of the community.

ARTICLE 2: RECOGNITION

Section 1. The Employer hereby recognizes the PBA as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all employees in the certified bargaining unit.

Section 2. The bargaining unit for which this recognition is accorded is as defined in the certification granted by the Public Employees Relations Commission on June 25, 1982, comprised of all full time employees within the City of New Port Richey Police Department employed in positions as follows: Police Sergeants, Patrol Officers, Detectives, Corporals, and Dispatchers.

All other employees in other ranks within the police department and all other positions within the City of New Port Richey are excluded from this bargaining unit.

Section 3. The West Central Florida PBA hereby recognizes the City Manager or his representative as the public employer's representative for the purpose of collective bargaining.

ARTICLE 3: PBA REPRESENTATIVE

Section 1. The Employer will recognize one (1) PBA representative and one (1) alternate appointed by the elected representative, whose duties shall be to process grievances on behalf of members of the bargaining unit who request such representation. The PBA representative shall

be granted time off with pay for the purpose of negotiations during his regularly scheduled shift for the day pursuant to Section 2. In no situation shall the time off from duty result in the computation of or the payment of overtime.

Section 2. Time off the job with pay to process grievances shall be granted by the Chief of Police or his designee at his discretion. The granting of such time off shall never result in the payment of overtime.

Section 3. City work hours shall not be used by employees or the PBA representatives for the conduct of Union organized meeting or other types of Union business not expressly authorized by this Agreement.

Section 4. Solicitation of any and all kinds by the PBA including solicitation of membership, grievances, political activities, and the collection of PBA monies shall not be engaged in during working hours in work areas of the New Port Richey Police Department.

Section 5. Any time off for employees and access to the New Port Richey Police Department administration building by PBA representatives who are not employees shall be required to have the prior approval of the Chief of Police or his designee.

Section 6. All union business, with the exception of authorized grievance or discipline representation, is to be conducted off City property.

ARTICLE 4: MANAGEMENT'S RIGHTS

Section 1. Except as specifically and expressly abridged limited or modified by the written terms of this agreement, all of the rights, powers and authority previously possessed or enjoyed by the City of New Port Richey prior to this agreement are retained by the City, and may be exercised without prior notice to or consultation with the PBA.

Section 2. Nothing in this agreement shall be construed so as to limit or impair the right of the City to exercise its sole and exclusive discretion on all of the following matters, providing such exercise is not inconsistent with the express terms of this agreement:

A. To manage the Police Department and exercise sole and exclusive control and absolute discretion over the organization and the operations thereof.

B. To determine the purpose and functions of the Police Department and its constituent divisions, bureaus, and units.

C. To perform those duties and exercise those responsibilities which are assigned to the City by Federal and State Law, City ordinance or by City regulation.

D. To determine and adopt such policies and programs, standards, rules and regulations as are deemed by the City to be necessary for the operation and/or

improvement of the Police Department, and to select manage and direct management, administrative, supervisory and other personnel.

E. To alter or vary past practices and otherwise to take such measures as the City may determine to be necessary to maintain order and efficiency relative to both the work force and the operations/services to be rendered thereby, provided that such exercise is consistent with the express terms of this agreement.

F. To set the methods means of operations and standards of services to be offered by the Police Department and to contract such operations/services to the extent deemed practical and feasible by the City in its sole discretion.

G. To determine and re-determine job content, workload and workforce size.

H. To decide the number, location, design, and maintenance of the Police Department's facilities, supplies and equipment. To relocate, remodel or otherwise revise operations and facilities as may be deemed necessary to the City.

I. To determine the qualifications of all employees of the Police Department. To select, examine, hire, classify, train, lay off, assign, schedule, retain, transfer, promote, direct and manage all employees of the Police Department.

J. To select supervisory and managerial personnel from the working forces strictly on the basis of management's determination of individual ability based on competitive examination, performance evaluation, seniority, special skills, classifications, and other job related elements at the discretion of the City.

K. To discharge, demote or suspend any employee of the Police Department, and to take other disciplinary action against such employees, or to relieve such employees from duty for just cause.

L. To increase, reduce, change, modify or alter the size and composition of the work force.

M. To establish, change or modify the number, types and grades of positions/employees assigned to a division, bureau, unit or project of the Police Department.

N. To determine the extent of its operations. To determine when any part of the complete operation shall function or be halted and to determine when, where and to what extent operations/services shall be increased or decreased.

O. To establish, change or modify employee duties, tasks, responsibilities or requirements.

P. To make, issue, publish, modify and enforce policies, procedures, rules and

regulations as the City may from time to time deem appropriate.

Q. To grant merit increases to bargaining unit employees as the City, in its sole discretion, may determine to be necessary or deserved.

All other rights to manage the Police Department and the operations, functions and purposes thereof, which are not recited in or expressly limited by this agreement, are reserved exclusively to the City.

Section 3. The City Council has sole authority to determine and re-determine the purpose and mission of the Police Department.

Section 4. If, in the sole discretion of the City Manager, it is determined that civil emergency conditions exist, including but not limited to; riots, civil disorders, hurricane/tornado conditions, epidemics, public employee strikes or other similar catastrophes, any and all provisions of this Agreement may be suspended by the City during the time of the declared emergency, with the exception of pay scales and benefits.

Section 5. The City has the sole, exclusive right to direct the managerial, supervisory and administrative personnel, and any other person not covered by this Agreement, to perform any task in connection with the operation of the Police Department, whether or not normally performed by the employees within the bargaining unit.

Section 6. The selection process and assignment of supervisory and managerial personnel are the sole responsibility of management and shall not be subject to the grievance and arbitration procedures provided in this agreement.

Section 7. The PBA recognizes that the City and the Police Department have certain obligations to comply with Federal, State and local laws, ordinances, regulations, directives and guidelines which may be applicable to such matters as affirmative action, equal employment opportunity, etc., and shall cooperate in such compliance. Such matters shall not be subject to the grievance and arbitration procedures provided in this agreement.

Section 8. The City shall have the right, during the term of this Agreement, to terminate selected services/operations permanently. In such event, all obligations hereunder to its affected employees and to the PBA shall forthwith terminate. The City shall also have the right, from time to time during this agreement, to suspend selected services / operations in whole or in part, and during the period of such suspension this agreement shall also be suspended without liability in respect to either the PBA or the employees involved.

Section 9. The City hereby retains and reserves all rights, powers, duties, authority and responsibility conferred upon and vested in it by the laws and constitutions of the State of Florida and the United States as well as the Charter of the City of New Port Richey.

Section 10. Except as otherwise expressly provided in this Agreement, any written rule, regulation, policy or procedure affecting those employees of the bargaining unit in effect prior to,

as well as those issued after, the effective date of this Agreement, shall remain and be in full force and effect unless changed, modified or deleted by the City. The Police Chief or his designee shall notify the PBA Representative of the change prior to implementation. Final authority to change, modify or delete any rule or regulation rests with the City.

Section 11. It is expressly understood by and between the parties to this agreement that the City shall not be deemed to have waived or modified any of the rights reserved to the City under this Article by not exercising said rights either in a particular matter or in a particular manner.

Section 12. Nothing contained in this agreement shall abrogate the rights, duties and responsibilities of the City Manager, as provided by law.

Section 13. Nothing in this agreement shall limit the City in the exercise of its managerial functions. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives of management not specifically enumerated. The City can exercise only those managerial functions that do not violate or abridge this agreement.

Section 14. The exercise of the above enumerated managerial rights, except as otherwise provided herein, shall not preclude an aggrieved from filing a grievance, but such grievance can be filed only on the grounds that the action complained of by him is in violation of the express written terms of this agreement.

Section 15. In the exercise of the above enumerated rights the City recognizes its obligations to bargain if the law requires over such rights or decisions that alter, modify or impact on hours, wages and terms and conditions of employment of bargaining unit employees. Nothing contained in this section shall prevent the City from implementing the proposed right or decision, but any settlement, agreement or legislative imposition finally reached as a result of negotiations shall be retroactive to the date of implementation.

ARTICLE 5: NO STRIKE PROVISION

Section 1. The parties hereby recognize the provisions of Chapter 447 of the Florida Statutes. There will be no strikes, work stoppage, picketing in furtherance of a work stoppage, slowdowns, boycotts, or failure or refusal to perform assigned work by the employees or the Union, and there will be no lockouts by the City for the duration of this Agreement. The Union supports the City fully in maintaining normal operations. Any employee who participates in or promotes a strike, work stoppage, picketing in furtherance of a work stoppage, slowdown, boycott, or failure or refusal to perform assigned work shall be subject to disciplinary action, up to and including termination of employment.

Section 2. The Union agrees that in any event of any strike, work stoppage, picketing in furtherance of a work stoppage, or interference with the operation of the City, the Union officers of the PBA and the local shall promptly and publicly disavow such strike and work stoppage and order the employees engaged in such activity to return to work.

ARTICLE 6: NON-DISCRIMINATION

Section 1. The right of the employees of this bargaining unit to belong to, participate in or refrain from belonging to the PBA shall not be prohibited, abridged, or interfered with.

Section 2. The West Central Florida PBA as the certified representative of all employees covered by this collective bargaining agreement shall not discriminate with regard to representation of any employee in this bargaining unit and will accept members to its organization without regard to race, color, creed, sex, age, physical handicap, national origin, marital status or political affiliation.

Section 3. The City and the PBA specifically agree that the provisions of this agreement shall be equally applicable to all employees covered herein without regard to race, color, religion, creed, sex, national origin, membership or non-membership in a labor organization or age, as provided by law.

Section 4. All members of the bargaining unit shall live within a 60 minute response time of the Police Department.

ARTICLE 7: PBA BUSINESS

Section 1. The PBA shall notify the employer in writing of the names of its official bargaining unit representatives.

Section 2. Neither PBA representatives nor any bargaining unit employees shall leave their posts or work stations for the purpose of investigation, presenting, handling or settling grievances without the permission of the Chief of Police or his designee. PBA representatives (meaning both employee and non-employee) shall not contact any employee or other person concerning grievance matters or any other PBA business during either the working hours of any employee sought to be contacted without the permission of the Chief of Police or his designee of the employees involved. Said permission shall not be unreasonably denied.

Section 3. Copies of any Police Department General Orders and operating procedures affecting employees covered by this agreement shall be made available to the PBA when issued for information purposes.

Section 4. The City shall prepare and provide the PBA with a seniority list for this bargaining unit on an annual basis during the month of October. This list shall be deemed correct unless an objection is raised by the PBA or by a bargaining unit employee within thirty (30) calendar days after receipt. The PBA agrees to pay for the preparation, publication and issuance of the seniority list at a flat rate of Five (5) Dollars at the time of issuance. The seniority list shall reflect the employees' name, identification number, classification, salary, employment date, and classification date. The PBA agrees to pay for the preparation, publication and issuance of any additional seniority lists at a flat rate of fifteen (15) dollars each at the time of issuance.

ARTICLE 8: BULLETIN BOARD

Section 1. The employer agrees to provide space for one PBA Bulletin Board, the location of which shall be selected within thirty (30) calendar days of the implementation of this agreement. The location shall be determined by the Chief of Police or his designee in consultation with the PBA representative.

Section 2: The bulletin board will not exceed approximately 4' x 3' in size at the location as determined in Section 1 of this Article.

Section 3. Subject to the approval (non-grievable) of the Chief of Police, the PBA may post material on the bulletin board.

Section 4. All notices posted shall be signed by a PBA officially recognized representative and the PBA shall be responsible for all Union related material posted. All costs incident to preparing and posting of Union materials will be borne by the PBA and further, the PBA shall be responsible for maintaining the Union bulletin board in an orderly and neat condition.

Section 5. Duplicate copies of all notices posted shall be submitted to the Chief of Police or his designee for approval prior to posting.

Section 6. Under no circumstances shall the PBA post any material which might be interpreted as political in nature, denunciatory or inflammatory, or not in good taste. No material shall be posted which is derogatory of any person or organization, or which constitutes election campaign material for or against any person, organization, or fraction thereof, except that election material relating to internal West Central Florida PBA elections may be posted on the PBA authorized bulletin board.

Section 7. The PBA shall be held responsible and accountable that all notices be kept current, businesslike and non-accusatory.

Section 8. Under no circumstances shall the PBA tender for posting any notice containing material which might be interpreted as political in nature, or which tends to disparage or interfere with any elected or appointed officials or employees of a City.

Section 9. Any material found on the PBA bulletin board not on file and previously approved by the Chief of Police or in violation of any sections of the Article shall be promptly removed by the Chief of Police or his designee.

ARTICLE 9: PERSONNEL RECORDS

Section 1. Employees covered by this agreement shall have, upon reasonable request, the right to inspect their official personnel record, which shall be maintained in the office of the Personnel Administrator and the Personnel file on employees maintained by the Chief of Police. Employees shall have the right to have duplicate copies made of the personnel file for their use at the expense of the employee.

Section 2. Employees shall have the right within fifteen (15) calendar days of notification or knowledge, to add to their official personnel record written refutation of derogatory performance evaluations and citizen complaints. This right of refutation is in consideration that grievances are prohibited against performance evaluations. The Police Department and the PBA shall discuss the evaluation process and establish guidelines for the raters' use in preparing performance evaluations through the labor management committee.

Section 3. Written reprimands and letters of counseling shall be clearly stamped "not for use in determining more severe penalty" provided that a period of two years has elapsed. Suspensions shall be stamped in the same manner after a period of three years has elapsed. Suspensions and employee evaluations shall be a permanent portion of the employee's official personnel record.

Section 4. Letters of complaint where there is a finding by the Chief of Police or his designee that the complaint is false or unfounded shall be clearly and boldly marked as **FALSE** or **UNFOUNDED** and signed or initialed by the Chief of Police or his designee.

ARTICLE 10: INTERNAL INVESTIGATIONS

Section 1. The Employer agrees to comply with the provisions of Florida Statute, Chapter 112.532, known as the "Law Enforcement Officers' Bill of Rights."

Section 2. The employee involved shall be given an exact copy of any written statement he/she may execute.

Section 3. Employees within this bargaining unit shall not be required to take a polygraph examination during an internal affairs investigation.

Section 4. Employees relieved from duty for alleged violations of the law or any City or departmental rules may remain on full salary and allowances depending upon the seriousness of the charge(s) at the absolute discretion of the city until such time as the charges have been investigated by the Chief of Police or his designee.

Section 5. When an investigation covered by Section 1 of this Article is completed, the files shall reflect one (1) of the following as the case disposition:

- A. Unfounded
- B. Exonerated
- C. Not Sustained
- D. Sustained

The files referred to in this section are the I. A. files which shall be maintained as a separate file in the office of the Chief of Police where he may designate.

Section 6. If requested by the employee, members of the bargaining unit shall have the right to have a Representative of his/her choice in any matter in which the employee reasonably

believes could be disciplinary in nature or could possibly become disciplinary in nature, including preliminary interviews or during an actual I. A. investigation in accordance with the provisions of Florida Statute 112.532. Routine work discussions between supervisor and employee do not fall under this section.

Section 7. Members of the bargaining unit shall cooperate with the Department's internal investigations, as set forth in the Department's Policies and Procedures and in accordance with law. Bargaining unit members shall submit all necessary reports on time and in accordance with established Departmental procedures. Reports, written or oral, shall be truthful and complete and member shall not knowingly enter or cause to be entered any inaccurate, false or improper information.

ARTICLE 11: GRIEVANCE PROCEDURE

Purpose: The purpose of this article is to establish a procedure for the fair, expeditious and orderly adjustment of grievances and is to be used only for the settlement of disputes between employer and employee, or group of employees, involving the interpretation or application of a specific clause of this collective bargaining agreement. A career service employee shall have the option of utilizing the City Grievance and Appeal Procedure or the grievance procedure established under this article, but such employee cannot use both a City Grievance and Appeal Procedure and a negotiated grievance procedure.

An employee covered by this Agreement shall have the right to be represented, or refrain from exercising the right to be represented in the determination of grievances arising under the terms and conditions of employment covered by this agreement. Nothing in this section shall be construed to prevent any employee from presenting, at any time, his own grievances, and having such grievances adjusted without the intervention of the bargaining agent.

Section 1. Definitions

A. A "grievance" shall be defined as any dispute involving the interpretation, application or alleged violation of a specific clause or provision of this agreement. No other matter shall be considered a grievance or shall be the subject of arbitration.

B. The PBA shall have the right to file grievances in the third step of the grievance procedure in any non-disciplinary matter involving the interpretation or application of this agreement on behalf of a permanent employee provided however that this right shall be strictly limited to those matters where the PBA can factually demonstrate:

1. That the matter is covered by a provision of the agreement, and,
2. That the matter involves the interpretation or application of that provision, and,
3. The grievance does not seek to add to or subtract from any provision of the

agreement, and

4. The subject matter of the grievance is general in nature having application to a majority of the members of the bargaining unit.

C. The term "employee" means any individual within the bargaining unit covered by this agreement.

D. The term "day" when used in this procedure, shall mean calendar days Monday through Friday, exclusive of holidays and weekends.

E. A "grievant" is an employee covered by this agreement.

Section 2. Grievance Procedure

Step 1. The aggrieved employee may, with or without PBA representation, submit a written grievance to the Chief of Police or his designee within ten (10) days after the occurrence of the matter from which the dispute arose. The written grievance at this step, and at all steps thereafter, shall contain the following information:

- a. A statement of the grievance including date of the grievance, date of occurrence, and details, and facts upon which the grievance is based.
- b. The specific article and section of the labor agreement alleged to have been violated.
- c. The action, remedy or solution requested by the employee.
- d. Signature of aggrieved employee, and PBA representative if applicable.
- e. Reason for rejection of management's answer, if appealed.
- f. Date submitted.

Grievances submitted which do not contain the above information shall be considered inappropriate and shall be returned to the employee who will have three (3) calendar days to resubmit.

The Police Chief or his designee shall hold a meeting within ten (10) days after receiving the grievance, (with or without PBA representation at the grievant's option) and within ten (10) days after meeting give his answer in writing to the grievant.

Step 2. If the grievance is not resolved at Step 1, the grievant may submit a written appeal to the City Manager within five (5) days after receiving the written answer from the Chief of Police or his designee. The City Manager shall indicate, in writing the disposition of the grievance to the grievant within ten (10) working days from receipt of appeal. The City manager

reserves the right to convene a meeting at his discretion, with the grievant and the PBA representative, if applicable, prior to indicating his disposition of the grievance to the grievant. However, in grievances involving suspension or discharge, the City Manager shall convene such a meeting pursuant to labor management prior to the disposition of the grievance.

Step 3. If the grievance is not resolved by the City Manager's response, then the PBA only may submit the grievance to arbitration.

a. If the PBA elects to appeal to arbitration, they may do so within ten (10) days after the City Manager's response by requesting a sub-regional panel from Florida of proposed arbitrators from FMCS. The Federal Mediation and Conciliation Service shall be used and the arbitration proceedings shall be in accordance with the rules then existing of the FMCS.

b. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of a collective bargaining agreement in arriving at a decision on the issue or issues presented, and shall confine his decision solely to the interpretation or application of the agreement. The arbitrator shall not have authority to determine any other issues not submitted to him.

c. The arbitrator shall be required to render his decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the close of the hearing.

d. In case of a grievance involving any continuing or other money claim against the employer, no award shall be made by the arbitrator which shall allow any alleged accruals for more than fourteen (14) calendar days prior to the date when such grievance shall have been submitted in writing.

e. Upon receipt of the arbitrator's award, corrective action, if any, will be implemented as soon as possible, but in any event no later than fifteen (15) calendar days after receipt of the arbitrator's award absent an appeal of the award as provided by law.

f. Either party to this agreement desiring transcripts of the arbitration hearings shall be responsible for the cost of such transcripts, if available.

g. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the PBA and the employer, subject to any limited right of appeal as provided by Chapter 682, Florida Statutes.

h. The arbitrator's fee and expenses shall be borne by the losing party as determined and shall be so stipulated by the arbitrator.

i. The expenses in connection with attendance of participants and witnesses for either side shall be paid by the party producing such participants and witnesses. In the event the witnesses are City employees, and on duty and their testimony is relevant, they shall be relieved from their normal duties for the purpose of their testimony with no loss of pay. At the conclusion of their normal scheduled duty hours, the City will not be liable for the payment of overtime.

j. The expenses in connection with attorney's fees shall be paid by the party employing the attorney.

k. Only those grievances which directly concern or involve the interpretation or application of specific clause or section of this agreement may be submitted to arbitration. In no event shall arbitration be permitted for the following:

The interpretation, application, merits or legality of any state or local law or ordinance, including, specifically, all ordinances adopted by the City Council of the City of New Port Richey.

The merits or legality of any or all of the City's human resources or personnel rules and regulations, and the Police Department's General Orders.

Provided that none of the foregoing shall be construed in such a manner to prohibit the Union or a grievant from arbitrating an alleged contractual violation and nothing herein shall be deemed to be a waiver by the Union or a grievant that the provisions of this contract supersede all of the aforementioned citations except Federal or State law.

Section 3.

a. The time limits provided in this article shall be strictly observed, unless extended by the City. Failure of the grievant or the PBA, whichever is appropriate, to proceed with the grievance within the time herein provided shall result in dismissal of the grievance and deemed settled based on the last response by management.

b. Failure of the City or its representative to respond within the time provided shall entitle the grievant or the PBA, whichever is appropriate, to proceed to the next step in the grievance procedure provided the grievant or the PBA timely requests advancement to the next step as measured from the date when the City's response was due.

c. All grievances shall be processed during times which do not interfere with, or cause interruption of an employee's work responsibilities.

d. Employees will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this agreement. Compliance with such directives will not in any way prejudice the employee's right to file a grievance within the time limits contained herein nor shall compliance affect the ultimate resolution of the grievance. No employee or group of employees may refuse to follow directions pending the outcome of a grievance.

e. Management grievances, should they occur as a result of official PBA activity or actions, will be submitted directly to the President or his designee of the West Central Florida Police Benevolent Association, Inc., within fourteen (14) days of the date upon which management became aware of the situation prompting the grievance. The PBA President or his designee will provide a written answer within five (5) days. A management grievance may be

pursued to arbitration.

f. Nothing in this article or elsewhere in this agreement shall be construed to permit the PBA to process a grievance on behalf of any employee without his consent, or with respect to any matter which is the subject of a grievance, appeal, administrative action before a governmental board or agency, or Court proceeding, brought by an individual employee or group of employees, or by the PBA. The only exception will be a PBA class action grievance.

g. Each grievance or dispute will be considered separately and submitted separately to an arbitrator.

h. Employees in an initial probationary status are not entitled to file a grievance. The PBA is prohibited from filing a grievance on behalf of an employee on probation. However, employees on probationary status, with or without PBA assistance, may appeal to the Chief of Police for consideration but are precluded from the arbitration process.

i. The parties shall not be permitted to assert in any arbitration proceedings any evidence which was not submitted at the Step 2 level. However, nothing herein shall prevent the PBA from presenting live testimony that was not presented at the Step 2 level or any evidence which was not available or known to it at the time of the Step 2 phase of this procedure. Such evidence shall however be made available to the other party as soon as practicable prior to the hearing in order to provide an opportunity for settlement.

ARTICLE 12: SHIFT EXCHANGE AND SUBSTITUTES

Section 1. Employees covered by this agreement may exchange shifts that would otherwise be on-duty time under the following conditions:

A. That the proper forms are submitted for approval at least twenty-four (24) hours in advance to the employee's immediate supervisor.

B. That the person loaning or substituting for another will be covered by workman's compensation in case of injury while working as a substitute but will not receive pay for the fill-in period.

C. That the exchange of time be limited to one 8 hour shift per substitute within any 24 hour period.

D. Necessary approvals, as determined by the Chief of Police or his designee, must be obtained prior to the substitution or exchange taking place.

E. If the employee agreeing to exchange or substitute for another is sick for or during the scheduled and approved time exchange, his sick leave account will be -charged. In addition, a doctor's certificate attesting to the fact that he was too ill to work must be provided to the Chief of Police before any sick leave pay is authorized.

F. The employee agreeing to exchange or substitute for another is obligated to remain on duty for the full period of time agreed to. An employee working in an exchange or substitute situation shall not be granted time off during the period of time agreed to.

G. The employee being relieved will not be eligible for workman's' compensation for other associated benefits which would ordinarily be connected with an on-duty injury, but will receive his regular salary while off duty. The employee should receive workman's' compensation and other benefits while off duty provided that employee is injured while performing what otherwise would be a police function while off duty.

H. Shift or duty time exchanges and substitutions must be paid back within sixty (60) calendar days. Compensating a fellow officer who accepts a trade with anything other than fulfilling the trade by working for that officer is strictly prohibited. Such action will be grounds for discipline up to and including termination.

I. The proper form is hereby authorized for this purpose.

ARTICLE 13: VEHICLES AND EQUIPMENT

Section 1. It shall be the responsibility of the individual employee to check the vehicle and all equipment which has been issued to him to assure it is in safe operating condition prior to use of operation. If an assigned vehicle is damaged and the damage has not been reported, the employee shall submit a written report to supervision.

A. If the supervisor believes that the vehicle or item of equipment is in such an unsafe condition as to be a hazard to the operator or the public, the Municipal Maintenance Department shall be notified for appropriate disposition. The Municipal Maintenance Department shall be the final authority as to inspection and repairs needed to release a vehicle or item of equipment back into service.

Section 2. The City will make every reasonable effort to provide and maintain safe working conditions. To this end, the PBA will cooperate and encourage the employee to work in a safe manner. Also, management will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from management, any employee or the PBA. Within thirty (30) days of receipt, the Police Department shall give a written reply to the employee or the PBA, as the case may be, regarding the disposition of their recommendation.

Section 3. The City will provide proper and necessary safety equipment and devices for employees engaged in work where such special equipment and devices are necessary. Such equipment and devices, where provided, must be used. Failure by employees to utilize provided equipment or devices will be subject to disciplinary action. The City shall determine which equipment will be provided to perform the duties of employees covered under this contract.

Section 4. In the event an employee leaves the employ of the department, he shall return all uniforms and safety equipment to the department.

ARTICLE 14: PAY PROVISIONS

Section 1

A. Effective the beginning of the first pay period after ratification of this Agreement by both parties, bargaining unit members will be placed at the step in the Step Construction below commensurate with their actual tenure with the Police Department. Bargaining unit members who were already at the top of Step Construction below as of their FY 2016-2017 anniversary date will receive a one-time lump sum payment not added to their base equal to 3% of their base pay, minus applicable withholdings

B. FY 2016-17, bargaining unit members will be eligible for step increases using the Step Construction below. Bargaining unit members who have a FY 2016-17 anniversary date that falls on or before the ratification of this Agreement by both parties shall receive their step increase at the beginning of the first pay period after ratification of this Agreement by both parties. Bargaining unit members who have a FY 2016-17 anniversary date that falls after the ratification of this Agreement by both parties shall receive their step increase on their anniversary date. FY 2017-18, bargaining unit members will be eligible for step increases on their anniversary dates using the Step Construction below. Each bargaining unit member is eligible for no more than one step increase per fiscal year, except as provided in paragraph 1.A above. Additionally, if the City of New Port Richey gives across-the-board increases to all employees during the life of this Agreement, the same increases will be extended to the members of the bargaining unit.

C. All wage increases, including but not limited to step and across-the-board increases, are limited to the life of this Agreement and no such increases will be given after expiration of this contract except as established in negotiations for a successor agreement.

STEP CONSTRUCTION

WAGES: Based upon 2,080 yearly hours of work.

Dispatchers:

Probationary	\$15.31
Dispatcher I	\$16.91
Dispatcher II	\$18.95
Dispatcher III	\$19.99
Communications/Technology Supervisor	\$21.03

Police Officers:

Probationary	\$18.93
Patrol Officer I	\$21.33
Patrol Officer II	\$21.90
Patrol Officer III	\$22.76

Patrol Officer IV	\$23.62
Patrol Officer V	\$25.14
Patrol Officer VI	\$26.65
Master Patrolman I	\$27.30
Master Patrolman II	\$27.95
Corporal	\$28.76
Sergeant	\$30.97

Bargaining unit members whose current hourly rates are higher than the hourly rate for their step in the Step Construction above will not have their hourly rates reduced to the Step Construction hourly rate for their step.

Section 2. Cleaning Allowance

A. The employer agrees, pursuant to B, C, and D below, for the term of this agreement to continue the current cleaning allowance for those eligible as determined by the Chief of Police.

Dispatchers	\$500
Police Officers	\$500
Detectives	\$500
Corporals	\$500
Sergeants	\$500

B. At such a time the City determines that it would be in the best interest to contract the cleaning of uniforms to an outside cleaning establishment the City reserves the right to do so.

C. There shall be no payment of cleaning allowance to employees upon contracting out. The employer agrees for the term of this agreement, to pro-rate accrued payment for those eligible as determined by the Chief of Police up to the time of contracting out to an outside cleaning establishment.

D. The cleaning allowance shall be paid in two installments for those eligible and authorized. One payment on or about April 15th and one payment on or about September 15th, for each fiscal year ending on September 30th. Probationary employees shall be paid on a pro-rata basis up to the amount accrued from their original date of hire on the above date.

E. The PBA agrees that the employer shall not be required to further bargain over the impact of management decision to contract out the cleaning and maintenance of uniforms.

F. The City agrees that the pick up and delivery point for cleaning and maintenance will be at the police station.

Section 3. Clothing Allowances

A. The employer agrees pursuant to B, C and D below, for the term of this

agreement, to continue to make available a clothing allowance for appropriately designated employees after successful completion of their one (1) year probationary period.

B. The amount of the Clothing Allowance shall be up to a maximum of \$500 annually.

C. An employee who is designated as eligible to receive the Clothing Allowance shall be reimbursed up to the maximum amount authorized upon turning in proper receipts for appropriate clothing purchase and signing a certification form stating that all clothing purchased will be appropriate for the purpose of fulfilling their duties as Detectives or such payment shall be forfeited.

D. Upon producing proper receipts for appropriate clothing purchases, an employee may receive a Clothing Allowance reimbursement on or about September 15th for each fiscal year ending September 30th.

Section 4. Detective Allowance Pay

Employees who are formally assigned, approved, and classified by the Chief and the City Manager as Detectives shall receive twenty dollars (\$20.00) per week in a special payment. This will be paid on or about September 15, of each fiscal year.

Section 5. Uniforms and Equipment

The employer agrees to continue the current policies of providing uniforms and equipment.

Section 6. Entry Level Salary Arrangement

Management reserves the right to enter into an entry level salary arrangement with any newly hired employee based upon experience or qualifications at a level set by management at its sole discretion.

Section 7. Christmas and Holiday Bonus

Members of the bargaining unit are eligible for the same Christmas and holiday bonus offered other employees.

Section 8.

Compensation for Field Training Officers (FTO) - The city is willing to compensate field training officers with a wage adjustment. The amount of the compensation will be \$25.00 per pay period for officers that have successfully completed the required training, are in good standing with the department and designated as FTO by the Police Chief. As an additional incentive field training officers, will receive a supplement of \$10.00 per day during the term of any assignment whereby they are providing instruction and performing assessments of the work behaviors of officers in training. Appointments to the position of Field Training Officer are at the

sole discretion of the Police Chief.

Section 9.

Compensation for Traffic Homicide Investigators (THI) - The city is willing to provide compensation to employees trained to serve as traffic homicide investigators. The amount of the compensation will be \$1,040.00 per year. Appointments to the position of Traffic Homicide Investigator are at the sole discretion of the Police Chief.

ARTICLE 15: HOLIDAYS

Section 1. The following holidays shall be observed on the City's stipulated day of observance:

- New Years' Day
- Martin Luther King, Jr.'s Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Four Floating Holidays
- One Personal Day

One additional personal leave day will be accrued after 5 years' seniority.

Section 2. Normally when a holiday falls on Saturday, the preceding Friday shall be observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be observed as the official holiday. This rule will normally be followed unless stipulated differently in a City list of observed holiday dates for a specific year.

Section 3. The City Manager shall determine when any department, operation or section or any portion thereof will be closed in observance of the holiday.

Section 4. An employee must be on active pay status for his entire scheduled hours of duty or work his normal schedule of hours, on his regularly scheduled working day immediately prior to a holiday and his regularly scheduled working day immediately following a holiday in order to qualify for holiday pay.

Section 5. Employees who are scheduled and required by their supervisor to work on the day observed as a holiday must work that day to be eligible to earn the holiday. On the day that employee works the holiday the employee will be paid time and a half for those hours worked. An employee who is scheduled to work on the day observed as a holiday and reports sick will be

charged sick for the day and be ineligible for holiday pay for that day. Section 4 of this Article will not apply to employees scheduled and required to work on the day observed as the holiday.

Section 6. Employees on annual leave, annual military leave, jury duty, medical leave, funeral leave and all other absences from duty and on active pay status on the calendar day the holiday is observed must use the holiday on the same calendar day that it is earned.

Section 7. Whenever possible, employees will be granted time off on holidays; however, an employee who is required to work on any such holiday whose normal day off occurs on such a holiday shall be paid an additional eight (8) hours at his straight time hourly rate of pay.

Section 8. The floating holidays may be taken at the employee's discretion subject to the approval of the Chief of Police or his designee.

Section 9.

A. The initial personal leave day shall be granted to all full-time employees on their anniversary date of employment;

B. Personal leave shall not be accrued. Personal leave must be used in the anniversary year in which earned or the hours will remain as credited sick leave hours.

C. Personal leave hours will be subtracted from annual sick leave. In the event an employee does not have credited sick leave hours, he shall not be eligible for personal leave until sufficient sick hours are accrued.

ARTICLE 16: ANNUAL LEAVE (VACATION)

Section 1. Annual Leave Accrual Rate

A. Annual leave will be accrued on a monthly basis and computed as of the anniversary date of original hire of employees covered by this contract who have been continuously employed from the date of employment or re-employment.

<u>Continuous Employment</u>	<u>Annual Accrual</u>
Up to 5 Years' Service	12 days / 96 hours
5 to 6 Years' Service	13 days/ 104.4 hours
6 to 7 Years' Service	14 days / 112.8 hours
7 to 8 Years' Service	15 days/ 120 hours
8 to 9 Years' Service	16 days/ 128.4 hours

9 to 10 Years' Service

17 days/ 136.8 hours

10 or more Years' Service

18 days/ 144 hours

B. Paid annual leave may not be taken during the first six (6) months of employment or re-employment.

Section 2. Carry-Over.

A. Annual leave is not cumulative and must be used during the year following the year in which it is earned. It is the City's policy that employees be absent from the job for vacation (rest and relaxation) purposes at least once a year for a minimum of two (2) weeks. The Chief of Police or his designees are responsible for the rescheduling of employees for annual leave purposes.

B. There shall be no carry-over of any annual leave hours in accordance with the stated policy above in Section 1A. The City Manager may, at his sole discretion, consider approving the carry-over due to operational requirements and based on the individual employee's written request, by August 1, stating the reasons why a carry-over of any hours should be considered.

Section 3. Usage.

A. After completion of six (6) months of continuous service, employees shall be eligible to use annual leave as accrued.

B. Annual leave for patrol officers shall normally be granted for periods of not less than one (1) working day. Annual leave for corporals or sergeants shall be utilized in periods of five (5) consecutive work days unless there is another supervisor regularly scheduled for work in which case shorter periods shall be approved.

C. Annual leave may, under unusual circumstances, be requested, scheduled and approved in a minimum of four hour increments.

D. The request for annual leave shall be submitted, in writing, to the Chief of Police or his designee not less than ten (7) calendar days prior to the beginning of the leave. Annual leave may be taken only after the necessary approval(s) are obtained.

E. Scheduling of annual leave vacations shall be the exclusive right of the City. Such scheduling and approval of vacation requests shall be based upon the operational requirements of the New Port Richey Police Department as determined by the City and secondly, upon the length of service of the employee.

F. Annual leaves (vacations) shall not involve or require the use of extra or "relief" employees. The Chief of Police or his designee shall arrange vacation schedules and reallocate duties on a basis that result in a minimum of interference with the functions and operations of the

Police Department.

G. Employees may not request paid annual leave for hours not earned and accrued. Annual leave with pay shall not be allowed in advance of being earned or accrued.

H. For the purposes of this Article, payment for all annual leave/vacation time is based on the employee's regular straight time hour's rate. The straight time hourly rate is exclusive of any premiums bonus or other type of incentive.

I. Holidays which occur during an employee's vacation period shall not be charged against his annual leave accrual.

Section 4. Payment of Unused Leave.

A. Employees who voluntarily leave City employment (retirement, resignation) shall receive all annual leave earned and "on the books" as of the date of leaving, provided that a minimum of two (2) weeks' notice of resignation is received by the Police Department.

B. Employees who are terminated for just cause shall be eligible to receive payment for unused annual leave.

C. Payment for accrued annual leave shall not apply to employees having less than one (1) year of continuous employment. For annual leave purposes, re-employed or re-instated employees shall be considered new employees.

D. Employees placed on layoff status will receive pay for all accrued annual leave up to the time of the layoff at their straight time hourly rate.

E. Employees who die while in the employ of the City shall have all of their accrued annual leave paid to the spouse or estate as the case may be.

F. Employees shall not be paid for accrued annual leave in lieu of taking such leave.

G. No annual leave/ vacation pay will be made during a work stoppage or a strike.

ARTICLE 17: MEDICAL LEAVE

Section 1. Paid Medical Leave Program: Purpose and Policy

A. Medical leave with pay shall be provided to employees covered by this Agreement at no cost to the employees. Medical leave is deemed to be an income protection program for periods of working time that employees are unable to work due to illness or injury off the job. This program is considered a type of illness insurance policy to protect the employees pay during periods of inability to report to, and perform work. The medical leave program is to provide employees with basic salary during periods in which they are medically incapacitated and unable

to perform their job assignment.

B. Employees getting sick in the performance of their duties or injured on the job will be covered under the Workman's' Compensation program.

C. Medical leave up to the amount accrued may be taken during an employee's probationary period. If the employee resigns or is terminated before the end of his or her probationary period, any medical leave taken will be reimbursed to the City by deduction from the employee's final pay.

D. Employees shall be ineligible for medical leave with pay for illness or injury sustained while engaged in outside employment.

E. Employees who die while in the line of duty shall have all of their accrued medical leave paid to the spouse or estate as the case may be.

F. Bargaining Unit members will be eligible for the City's Medical Leave Incentive Program as constituted or any substitute enacted for other employees.

G. Payment of Discontinued Sick Leave Program-Balances from the former discontinued system will be paid out under the stipulated options for payment at the time. Employees will have the option of receiving payment for their sick leave balance as of January 1, 1998, at its cash value upon their retirement; or, receiving a percentage of its value in two (2) installments. The amount of early payoff will be reduced depending upon the employee's age, length of service with the City, and length of time between the current calendar year and the point in time when the employee would reach eligibility for normal retirement. Such calculation shall be calculated in the same manner as for other City employees who became eligible for this plan in 1995.

Section 2. Rate of Accrual.

A. The hours of medical leave will be accrued on a monthly basis and computed as of the anniversary date of original employment or re-employment.

B. The annual accrual rate shall be ninety-six (96) hours per year.

Section 3. Request for Medical Leave.

A. An employee medically incapacitated to the extent that he/she is unable to work, shall personally notify his/her supervisor or other approved departmental representative at such time before the scheduled reporting time as designated by the department, giving the reason for the requested medical leave and the expected duration of the absence. Occasionally, circumstances may prevent an employee from personally notifying the department of a medical absence, in which case notification may be made by another person. If an employee is not able to notify, and can substantiate this to the satisfaction of the Chief of Police or his designee, medical leave will be authorized.

B. Employees shall follow proper notification and absence request procedures for each day the employee is unable to work, unless prior approval specifically waiving this requirement is granted by the Chief of Police or his designee. Failure to properly report absences may cause an employee to be charged with an absence without leave.

C. If, and whenever, medical leave may appear to be abused, the employee claiming/requesting such leave may be required to furnish a physician's report to support the necessity for such absence. The City reserves the right in all cases of illness, or reported illness, to require the employee to furnish a physician's report. Abuse of medical privileges shall constitute grounds for disciplinary action.

Section 4. Extended Illness Recuperation.

A. Employees granted illness leave for medical reasons shall assist in promoting their recuperation by remaining at either their residence, another location approved in advance by the Police Chief or his designee, a hospital, or the attending physician. An employee authorized to be absent from work for extended illness reasons shall not engage in any recreational or work activities except upon receiving prior approval from his physician or the Police Chief or his designee. Abuse of extended illness leave privileges shall constitute grounds for disciplinary action.

B. Other places of recuperation shall be permitted under the following conditions:

1. Pre-authorization by a medical person in writing with specifics.
2. Pre-authorization must be on file with immediate supervisor and to include address and phone number,

C. Employees recuperating from an illness in which there was no involvement with doctors or hospitals may request, through the chain of command, another place of recuperation. Approval will be required in advance and address and phone number to be a part of the request.

D. In the event of a major illness, employees may solicit, and employees may voluntarily donate, accrued sick leave to the incapacitated member to continue financial stability following the exhaustion of his accrued sick leave. The amount of leave to be donated shall not exceed sixteen hours and the done must have at least 192 hours of accrued at the time of the donation.

Section 5. Management will use discretion in determining whether or not a visit is required to verify an employee's illness and a report made of the reasons for absence from duty.

Section 6. Should an employee be absent, claiming medical leave and fail to comply with the provisions of this Article, such employee shall then be charged with "leave without pay."

Section 7. Physicians' Report.

A. In order to utilize the medical leave with pay benefit under this Article for bona-fide illness or injuries which require an employee's absence from work, the Chief of Police or his designee may use discretion as to when a completed doctor's report signed by an attending physician is necessary. A completed Doctor's report shall be required in each case an employee is absent for more than three (3) consecutive days or for repeat/chronic revisits to the doctor for follow-up illness or injuries.

B. A doctor's report will not be accepted by department management unless they have been completed properly in full, including employee's return to duty, attending physician's diagnosis covering dates of treatment and recuperative period allowing for days off. The report will be signed by the attending physician and submitted for approval to the Chief of Police or his designee.

Section 8. Physical Performance Standard. Frequent claiming of medical leave benefits will constitute grounds that the physical condition of the employee is below the standard necessary for the proper performance of duties. The employee's physical condition will be reviewed by an authorized City physician, who shall recommend retention or separation.

Section 9. Dispatcher Illness. When dispatcher calls in sick or becomes ill while on duty, the shift supervisor shall contact available dispatchers and offer them the opportunity to work. This does not prohibit the supervisor from assigning another qualified person to such duty if no dispatcher is available.

Section 10. Nothing in this agreement shall be construed to require any action inconsistent with the Family Medical Leave Act.

ARTICLE 18: FUNERAL LEAVE

Section 1. Employees covered by this Agreement may be granted, upon approval of the Chief of Police or his designee, time off with pay at straight time rate, not to exceed three (3) consecutive working days, to attend the funeral in the event of a death in the employee's immediate family. Where a deceased immediate relative lived out of the State of Florida, the employee may, at the discretion of the City Manager, be granted five (5) consecutive working days.

Section 2. For the purpose of this article, the employee's immediate family shall be defined within City policy. Current policy is the employee's spouse, children, parent, grandmother, grandfather, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, legal guardian, or any relative living in the same household. City policy may change with an amendment to the City's Rules and Regulations.

Section 3. Funeral leave shall not be charged to annual or medical leave.

Section 4. Should an employee require additional time other than provided in Section 1 of this article, he may request the additional time from the Chief of Police or his designee. Any additional time used may be charged to annual leave if the employee has hours accrued that can be charged.

Section 5. If required by the Chief of Police or his designee, the employee shall provide proof of death in his immediate family as defined in Section 2 of this article before compensation is approved. The Chief of Police shall decide what proof is required.

ARTICLE 19: MILITARY LEAVE

Section 1. Employees covered by this commissioned reserved officers or personnel in the United States military or naval service or members of the Florida State National Guard, shall be entitled to leave of absence from their respective duties for such time as they shall be ordered to military service or field training in an active duty or active duty for training status, for a period not to exceed leave of absence with pay from their respective duties up to 240 hours or 30 (8 hr. days) in any annual period, in accordance with Florida Statutes, Chapter 115.

Section 2. The employee shall be required to submit an order or statement from the appropriate military commander as evidence of such duty. Such order or statement must accompany the formal request for military leave.

Section 3. When required to serve as stated above, employees will receive their regular pay from the City in accordance with Florida Statutes 115.

Section 4. Regular pay means the employee's straight time hourly rate not to include any premiums, bonuses or other type of incentives.

Section 5. Employees may elect to use annual leave in lieu of military leave and receive his regular City pay in addition to the military pay he would receive for such duty.

Section 6. Employees who are members of the Armed Forces Reserve or Florida National Guard shall be excused from work without pay to attend inactive duty training drills as required. Evidence of membership in the applicable organization shall be provided to the department by the employee. Requests for such absences from work can be made by the employee either orally or in writing. The submission of the applicable Reserve or National Guard training schedule will satisfy this requirement. Except upon declaration of civil emergency conditions, if there is a conflict between departmental scheduling and required military training, the department will make every effort to excuse the employee from work.

Section 7. Otherwise, the City will comply with the minimum requirements of any applicable State or Federal law or regulation, as amended.

ARTICLE 20: SENIORITY, LAYOFF AND RECALL

Section 1. Seniority.

A. City seniority is an employee's length of city service in continuous permanent status employment or reemployment from the first day of continuous permanent employment, provided the employee successfully completes his probationary period. City seniority shall be used for vacation and sick leave accruals, service awards and other matters based on length of City service. This date changes if the employee is in a non-pay status for one pay period or more; the anniversary date is then deferred by an equivalent amount.

B. Classification seniority is length of continuous service in classification. After successful completion of the probationary period, length of time in classification reverts to date of entry, transfer or promotion to present classification. The classification seniority date shall be used in connection with merit reviews, layoff consideration and promotional eligibility opportunities. This date will be adjusted an equivalent amount for a leave of absence with pay or disciplinary suspension for one pay period or more.

C. Employees shall lose all seniority as a result of the following;

Resignation

Retirement

Termination

Absence without permission or authorized leave for three (3) consecutive working days

Layoff exceeding one (1) year

Failure to report to the personnel department the intention of returning to work within five (5) days after receipt of the certified notice

Failure to return from military leave within the time limits provided by law

Section 2. Probationary Periods.

The probationary period shall be for a period of one (1) year from the first day of work following graduation from the Police Academy or for one (1) year in the classification from the date of employment if the new employee has previously fulfilled the requirements of the State of Florida Police Standards Board.

Section 3. Lay-off.

A. Whenever it becomes necessary to separate employees from the City's service,

the City Manager shall determine the organizational units and classifications to be affected. The order of layoff is as follows:

1. Employees serving an initial probationary period.
2. Probationary employees promoted from a lower classification shall return to such lower classification.
3. Permanent employees.

B. It is understood that the needs of the City and the respective skills and abilities of the employees will be part of a variety of determining factors concerning layoffs. Individual factors will include: classification seniority, performance ratings and the recommendation of the Chief of Police.

C. When the Chief of Police believes that a certain permanent employee is essential to the efficient operation of the police department because of special skills of abilities, and wishes to retain this individual in preference to a person with a higher rating as provided in Section 3B above, he must submit a written request to the City Manager for permission to do so. If the City Manager approves the request, the individual may be retained under this exception.

D. Any employee who is to be laid off will be given fifteen (15) working days' notice or as much advance notice as possible depending upon the circumstances at the time.

E. Duties performed by any employee laid off may be reassigned to other employees already working.

Section 4. Recall.

A. Probationary employees laid off shall have their names placed on the eligible register from which they came in order of the respective ranking for no more than one (1) year.

B. Permanent employees who are laid off shall have their names placed in the layoff section of the eligible list for no more than one (1) year. They shall be given first opportunity for re-employment in the class from which they were laid off in the reverse order of ranking from which the layoff's occurred. The City Manager may, at his sole option, extend the eligible list for one (1) additional year.

C. Laid off employees who are re-employed within one (1) year from the date of layoff shall be credited with the medical leave balance accrued at the time of layoff, shall not have their eligibility for earning annual leave interrupted and shall be placed in the same pay grade and pay rate they were in at the time of layoff. If changes of grade have occurred during the time of layoff, appropriate adjustments shall be made for the individual upon his return to work.

D. The City will offer recall to laid-off employees by certified mail to the last known

address. Within seven (7) calendar days of the certified receipt date, laid off employees must signify their intention of returning to work to the personnel office.

E. Recall will be offered to laid-off employees provided they are physically and otherwise qualified to perform the duties of the job. A laid off employee who is temporarily unable to accept due to medical reasons when offered re-employment may request a leave of absence not to exceed thirty (30) calendar days.

ARTICLE 21: DUES CHECK OFF

Section 1. Employees covered by this agreement may authorize, on the prescribed form, the deduction of PBA dues and/or uniform assessments.

Section 2. PBA dues and uniform assessments shall be deducted each applicable pay period and the funds deducted, minus the applicable service fee, shall be remitted to the PBA within thirty (30) days.

Section 3. The PBA agrees to pay the employer a reasonable fee for the services of dues and uniform assessment deductions. The fee for total deductions, both dues and uniform assessments, if any, shall be fourteen (\$0.14) cents per member per pay period for those who have authorized such deductions.

Section 4. For the purpose of putting this Article into effect, the employer will furnish the PBA with forms for completion by employees who desire to authorize payroll deductions of PBA dues and uniform assessments. These forms shall be made a part of this labor agreement.

Section 5. Payroll dues and/or uniform assessment authorizations are revocable at the employee's request upon thirty (30) days written notice to the employer and the PBA.

Section 6. The employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any requests of this nature.

Section 7. In any pay period in which there is insufficient pay to cover all other duly authorized deductions, PBA dues and uniform assessments will not be deducted from an employee's pay.

Section 8. The PBA shall submit a written request stating in dollars and cents, the new amount of PBA dues and/or uniform assessments to be deducted from the rates of members who have authorized such deductions. This request shall be submitted in advance of the effective date of any changes.

Section 9. The PBA shall agree to pay the employer a reasonable fee for any change in bargaining unit membership dues structure or uniform assessment structure, at the rate of twelve (\$0.12) cents times the number of members on PBA dues on the effective date of such changes. In addition, a flat fee of twelve dollars (\$12.00) shall apply to any fee schedule change including

dues and assessments, dental plan or other type deduction. A check to cover this fee shall accompany any letter of change of notice.

Section 10. The PBA will indemnify, defend and hold harmless the City against any and all claims, demands, suits, or other form of liability that shall arise out of, or by, payroll deduction of Union dues and uniform assessments. The PBA agrees that in case of error, proper adjustment, if any, will be made by the PBA with the affected employees.

ARTICLE 22: MISCELLANEOUS

Section 1. Departmental Procedure.

Each officer will be provided a copy of the Standard Operation Procedures and Rules of the Police Department.

Section 2. Promotional Opportunity.

Promotional examinations will be open to employees who are serving in specified classes for such a period as may be prescribed. Promotional examinations may be held for specific classes or occupations at the sole discretion of the City. The term "promotional examination" specifies a fitness test to determine relative standing of applicants for positions in the specific class. Examinations will be by written and oral exam. An employee's physical condition may be taken subject to the following restrictions:

Section 3. Reimbursement for Personal Property

A. The maximum reimbursement for all personal property shall be one hundred ten (\$110) dollars.

B. Requests for reimbursement for the loss of or repair to personal property must be made within the shift in which the loss or damage occurs.

C. Reimbursement for loss or damaged personal property must be approved by the Chief of Police and the Personnel Administrator.

D. Requests for reimbursement for the loss of or damage to personal property that exceed one hundred ten (\$110.00) dollars may be approved by the City Manager. The City Manager may, at the request of the Chief of Police and at his sole discretion, authorize additional payment not to exceed two hundred (\$200) dollars.

Section 4. Tuition Reimbursement. Bargaining unit employees shall be entitled to participate in the City's tuition reimbursement program which reimburses tuition expenses for courses related to the field of employment as provided by the City's Rules and Regulations.

ARTICLE 23: WORK WEEK AND OVERTIME

Section 1. Hours of Work.

A. The normal work week will consist of (40.00) hours. The City shall establish the work week and hours of work best suited to meet the needs of the public. Nothing in this agreement shall be constructed as a guarantee or limitation of the number of hours to be worked per week. Any roll call briefing will be included as part of regular hours of work.

B. All employees will have a designated work schedule/shift with an established starting time and quitting time. The City has the sole discretion to schedule and/or assign hours of work and establish starting and quitting times. Work schedules/shifts will be posted and made known to employees. The City will give fifteen (15) calendar days' notice of changes in schedules/shifts or duty assignments, except in emergency situation as determined by the City.

C. Employees are entitled to a lunch break of 30 minutes during their shift. During this lunch break, the employee will not be given any duties to perform. The Department reserves the right at any time to interrupt an officer's lunch break and send him on a call or assign him duties to perform, at which time the officer is directed to immediately proceed and attend to the task assigned to him unless otherwise indicated.

D. The Police Department agrees to continue the current policies concerning rest periods.

E. The Police Department agrees to continue the current policy concerning notice by employees if they are unable to report for work for any reason.

F. It is strongly recommended that Dispatchers take a paid fifteen (15) minute break and a paid thirty (30) minute meal break during their scheduled shift. It is understood that, in case of emergency, the Dispatcher may be called back into the Communications Center and the break or meal break rescheduled for a later time. The scheduling of such breaks and meal breaks shall be controlled by the employee's supervisor.

Section 2. Overtime.

A. All authorized and approved work performed in excess of (40) hours, inclusive of the thirty-minute lunch, in any one work week shall be considered overtime and shall be paid at the rate of time and one-half the employee's straight time hourly rate of pay pursuant to the Rules and Regulations promulgated by the Wage and Hour Division of the United States Department of Labor. Known and scheduled overtime will be assigned with as much advance notice as possible. Employees shall be required to work overtime when scheduled and assigned.

B. The employer will not alter the normal days off for the purpose of avoiding the payment of overtime. The Chief of Police or his designee may change normal days off when required to cover absences due to vacation (in excess of 40 hours), extended periods of illness, or

emergency conditions. The "Flex-Shift" Dispatcher(s) who are affected by the necessary change will be given as much previous notice as is reasonably expected.

C. The City, in its sole discretion, shall schedule and assign overtime. No employee in this bargaining unit is authorized to schedule and assign himself to overtime duty.

D. For purposes of the weekly overtime computation, holidays, sick leave, funeral leave, jury duty leave, and other absences from duty on active pay status shall not be considered as "time worked."

E. Nothing contained in this agreement shall be interpreted as requiring duplication or a pyramiding of premium payments.

F. The City may at any time discontinue paying bargaining unit members overtime compensation pursuant to the FLSA during the period covered by this Collective Bargaining Agreement, any court of competent jurisdiction issues a stay against enforcement of the FLSA as to the state or local governmental units or the Act is overruled as it applies to state and local government units by any court of competent jurisdiction.

Section 3. Recall. Employees who are called to work, at the City's sole discretion, outside their regularly scheduled duty hours shall be paid for the hours worked at the appropriate rate of pay with a minimum of two (2) hours at time and one-half.

Section 4. Court Time.

A. Court time is an integral part of police work and the parties agree that police officers required to attend court in the performance of their duties should be compensated.

B. In the event court attendance or a judicial hearing is required during scheduled off duty hours; employees shall receive the applicable rate of pay for each hour spent in attendance. The employee will receive overtime compensation only in the event the City is required to pay such under the Rules and Regulations pertaining to police officers promulgated by the Wage and Hour Division of the United States Department of Labor. Reports and record keeping for accurate payments shall be accomplished by completion of the form attached to this article and made a part of this agreement. The department reserves the sole right to change the reporting form if and when circumstances warrant it.

C. Time spent in court or a judicial hearing is the actual time required to report as stated on the subpoena or as scheduled continuing until released by the judge or other officer of the court. When an officer is required to respond, under subpoena, he shall receive a minimum of two (2) hours pay. Should said appearance go beyond the two (2) hour minimum, the officer shall be compensated for actual hours spent in attendance.

D. Employees required to be placed on stand-by for court appearances shall be furnished with a pager for the sole purpose of the stand-by status.

Section 5. Off - Duty Police Employment.

A. Employees classified as probationary police officers shall not be considered for off duty police employment until after they have completed the FTO Program and are capable of operating a police unit by his/her self. Police Corporals and Police Sergeants, regardless of probationary status will be allowed to voluntarily submit their name(s) to the Chief of Police or his designee to be considered for off duty police employment.

B. The rates of off-duty work will be reviewed periodically, by the Chief and the PBA representative, in an effort to prevent other agencies from obtaining the off-duty assignments due to their rates being less.

C. When an outside agency contracts with the City to provide police services, over and above services normally provided, employees may volunteer for the assignment or may be assigned by the Police Department.

D. At the City's direction, and solely for the convenience of the off-duty employee police officer and his outside employer, the City may pay the off-duty police officer for work done by him for an outside agency. The rates for such off-duty work may vary with the type and nature of services to be provided the outside agency or employer. At all times, it is understood that while working in an off-duty capacity, the City is not the employer of the Police Officer. Hours worked on off-duty police assignments shall not be considered as time worked for the computation of overtime, vacation or sick leave accruals, or for any other purpose.

E. Any problems in administering the off—duty police employment program, such as assignments, time of assignments, rejections, non-availability or other situations shall be resolved by the Chief of Police or his designee. Problems in connection with this program may be appealed to the Chief of Police but are ineligible to be submitted through the grievance and arbitration procedures.

F. While employed in any off-duty capacity, a Police Officer's conduct in performance of duty must at all times be in compliance with all general orders and rules and regulations of the City of New Port Richey Police Department. All officers performing such duties shall, in turn, assure that the officer's act in a manner consistent with departmental policy and professional police work.

G. A police officer shall at all times take proper action on any offense or condition which normally would require police action. The primary duty, obligation and responsibility of an officer are at all times to the Police Department.

H. No officer shall agree to follow rules set by a private person as to how he will perform his police duties if it would cause the officer to deviate from proper police procedure. Should he so deviate, he may be subject to disciplinary action at the sole discretion of supervision and approved by the Chief of Police.

ARTICLE 24: CONSULTATION LABOR / MANAGEMENT COOPERATION

Section 1. In consideration of the concerns of the PBA in matters concerning training, safety, departmental General Orders, equipment and the administration of the agreement, a consultation procedure is hereby agreed to. Matters appropriate for consultation between the parties include wages, hours and terms and conditions of employment.

Section 2. Consultation is defined as a discussion, exchange of viewpoints and to provide input or obtain information that is within the discretion of the Police Department. The consultation procedures shall not be considered negotiations or bargaining.

Section 3. Consultation meetings between the PBA representatives and management shall be scheduled within a reasonable time of the discretion of the Chief of Police upon the request of either party. Upon approval of such meeting, a date of such meeting shall be scheduled within thirty (30) days. Consultation meetings may be called by the City consistent with confidentiality, or other legal restrictions, to advise the PBA of anticipated major changes affecting bargaining unit employees. Arrangements for any consultation meeting shall be made ten (10) working days in advance whenever possible and an agenda of matters to be taken up at the meeting shall be presented in writing at the time a consultation meeting is requested.

Section 4. Matters taken up in consultation meetings shall be those listed on the agenda and by PBA representatives. Up to a maximum of two (2) may attend any one meeting. PBA representative's maximum means a maximum of two (2) members of the bargaining unit, if required, and one (1) from the PBA office, a non-employee of the City.

Section 5. There will be no limitation placed on the number of consultation meetings that may be requested. Employees will be paid for attendance at consultation meetings (up to their normal schedule of work hours, if however, the meeting extends past normal quitting time, no additional pay will be authorized). Such meetings shall be scheduled within a reasonable time after notification of either party.

ARTICLE 25: PENSION

Section 1. The City of New Port Richey and the employee organization PBA recognize that the New Port Richey Police Pension System is administered under the current plan document adopted by the City, Article III, Chapter 18, Code of Ordinances pursuant to Ordinance No. 1532. This document may be amended from time to time by amendment adopted by the City Council. The City and Union understand that pension is a mandatory subject of bargaining and can choose to bargain the pension benefit or changes to the plan, at any time during the life of this Agreement, or in place of bargaining both parties can agree to work through the pension board and make specific recommendations concerning the plan to the City Council.

Section 2. The parties agree that Ordinance No. 1532, and thereby the bargaining unit members' retirement benefits, shall be amended by freezing the existing benefit structure and implementing a new benefit structure which will apply to all credited service earned after the date of the Ordinance's amendment. This new benefit structure will not be applicable to

members who are or become eligible for normal retirement on or before the date of the Ordinance's amendment. The new benefit structure shall include the provisions of Ordinance No. 1532, as amended by the following, along with any other changes necessary to either achieve the following benefit changes or to make the pension plan conform to language and benefits required by Chapter 185, Florida Statutes. The following are the changes and implementation of the benefit changes:

A. Plan Freeze; New Benefit Structure.

The benefit structure in effect on the date of the Ordinance's amendment, is frozen at midnight on that date. All members will be vested in benefits accrued to that date and payable under the terms and conditions of the provisions then in effect. No additional benefits of any kind will accrue; provided, however, that for any member who is eligible to retire with normal retirement benefits on the date of the Ordinance's amendment, the benefit structure in effect on the date of the Ordinance's amendment, shall remain in effect beyond the date of the Ordinance's amendment, and shall not be frozen.

B. Average Final Compensation

Under the benefit structure effective the date of the Ordinance's amendment, Average Final Compensation means one-twelfth (1/12) of the average annual salary of the 3 best years of the last 5 years of credited service immediately prior to retirement, termination, or death.

C. Compensation

Under the benefit structure effective the date of the Ordinance's amendment, Salary means total cash remuneration paid by the City for services rendered, but only including overtime payments up to 300 hours. Salary does not include payments for accrued sick or annual leave. Salary includes all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions. Compensation in excess of limitations set forth in section 401(a)(17) of the code shall be disregarded.

D. Employee contribution

Effective the date of the Ordinance's amendment, each member shall contribute six and one half (6.5) percent of his or her Salary to the pension fund.

E. Normal retirement

Effective the date of the Ordinance's amendment, a member's normal retirement date shall be the first day of the month coincident with, or the next following the date he or she attains age 52 and completes 10 years of credited service or the date he or she completes 23 years of creditable service. Members who have attained 10 or more years of service with the City's Police Department of the date of the Ordinance's amendment shall retain their current normal retirement date.

F. Normal Retirement Benefit

The monthly retirement benefit shall equal 3.25 percent of Average Final Compensation for each year or part thereof of credited service accrued after the date of the Ordinance's amendment. The existing minimum and maximum benefits shall remain unchanged.

G. Early retirement

Effective the date of the Ordinance's amendment, a member shall be eligible for early retirement upon attainment of age fifty (50) and the completion of ten (10) years of credited service. Credited service and average final compensation shall be determined as of the early retirement date, but actuarially reduced to take into account the member's younger age and the earlier commencement of retirement income payments not to exceed three (3) percent for each year by which the member's age at retirement preceded the member's normal retirement age.

H. DROP

Members entering the DROP program after the date of the Ordinance's amendment shall have a one-time irrevocable option of being credited with interest based upon the fixed rate of return of 1.5% or the Pension Plan's rate of return (not to fall below 0%).

I. Accumulated excess Chapter 185 premium tax monies

The parties mutually consent and agree that the total amount of accumulated excess Chapter 185 premium tax monies held in reserve as of the effective date of this Agreement shall be applied to reduce the City's annual required contribution to the Police Retirement System.

J. Future excess Chapter 185 premium tax revenues

The parties mutually consent and agree that the total amount of future excess Chapter 185 premium tax monies shall be applied to reduce the City's annual required contribution to the Police Retirement System.

K. Share plan

A Defined Contribution ("Share Plan") will be created by the City in consultation with the Union to implement the provisions of Section 185.35, Florida Statutes, subject to the provisions of paragraphs I and J of this Section.

ARTICLE 26: SAVINGS CLAUSE

Section 1. If any sentence, clause, section or article of this agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other sentences, clauses, sections and articles of this agreement shall remain in full force and effect for the duration of this agreement.

Section 2. Should any provision of this agreement jeopardize the receipt by the City of any Federal grant in aid funds or other Federal or State allotment of money, the provisions shall be deemed invalid. However, such invalidation shall not invalidate the remaining portions of the labor agreement and they shall remain in full force and effect. The parties shall immediately

renegotiate the invalid provision toward the attainment of a valid provision, if possible.

ARTICLE 27: ENTIRE AGREEMENT

Section 1. The parties agree and acknowledge that, during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, including those dealing with pension matters and that all understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this labor agreement.

Section 2. Any arrangements, provisions, procedures or understandings previously agreed to by the parties, either informally or formally, shall henceforth be void as of the effective date of this agreement, after ratification by both parties, unless included in this labor agreement.

Section 3. The City and the PBA for the life of this agreement, each voluntarily and unequivocally waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject matter specifically referred to or covered by this agreement including but not limited to pension matters. This waiver applies to subjects not mentioned in this agreement, even though such matters or subject may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this agreement. All terms and conditions of employment not covered by this agreement shall continue to be subject to the City's sole direction and control.

ARTICLE 28: DURATION

This Agreement shall be effective upon ratification and shall continue in full force and effect until September 30, 2018.

Should the Union or the City desire to terminate, change or modify this Agreement, notice should be sent to the other party no later than June 15, 2018.

ARTICLE 29: AMENDMENTS

The PBA and the City by mutual agreement may amend, correct, or alter articles contained within this Agreement. Such changes may be authorized by the City Manager or his designee and the PBA President or his designee.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives on this ____ day of _____, 2017.

For the City of New Port Richey:

Rob Marlowe

Mayor

Debbie L. Manns

City Manager

For the West Central Florida PBA:

Chris Purnell

PBA Representative

Jim Diamond III

Director of Operations

APPENDIX A: CLASSIFICATION PATROL OFFICER

PROBATIONARY OFFICER: Probationary position. Must remain in this status until completion of the one (1) year probationary period.

POLICE OFFICER I: After completion of the one (1) year probationary period and minimum of 3.0 average on performance done on a semi-annual basis.

POLICE OFFICER II: After completion of two (2) years' service with the City of New Port Richey and a minimum of 3.0 average on performance evaluation done on a semi-annual basis. May substitute one (1) year of service with the City of New Port Richey with a minimum of five (5) years prior service as a police officer and a minimum of 3.0 average on performance evaluation done on a semi-annual basis.

POLICE OFFICER III: After completion of three (3) years' service with the City of New Port Richey and a minimum of 3.0 average on performance evaluation done on a semi-annual basis. May substitute one (1) year of service with the City of New Port Richey with a minimum of 3.0 average on performance evaluation done on a semi-annual basis. Must remain in this classification for one (1) year.

POLICE OFFICER IV: After completion of the service requirement in the classification of Patrolman III and a minimum of 3.0 average on performance evaluation done on a semi-annual basis. Must stay in this classification for one (1) year.

POLICE OFFICER V: After completion of the time in grade requirement in the classification of Police Officer IV as described above, and a minimum of 3.0 average on performance evaluation done on a semi-annual basis. Must stay in this classification for one (1) year.

POLICE OFFICER VI: After completion of the one (1) year requirement in the classification of Police Officer V and a minimum of 3.0 average on performance evaluation done on a semi-annual basis.

MASTER PATROL OFFICER I: After completion of eight (8) years of service with the City of New Port Richey and a minimum of 3.0 average on performance evaluation done on a semi-annual basis.

MASTER PATROL OFFICER II: After completion of ten (10) years of service with the City of New Port Richey and a minimum of 3.0 average on performance evaluation done on a semi-annual basis.

Initial placement shall be based upon:

1. Years of service with the City of New Port Richey.
2. Prior years' experience as a police officer
3. 3.0 average performance rating as rated by the four sergeants, chief or his designee, after six months continued service with semi-annual evaluations.
4. Approval by the Human Resources Director and the City Manager.

When an employees' yearly evaluation falls below a 3.0 average it will be considered as an unacceptable level, and that employee shall be compelled to remain at his present level and shall be ineligible for a yearly increase. The employee shall remain at his/her level until he/she attains a minimum of 3.0 average over the next semi-annual employee evaluation.

* 3.0 Average Performance Rating Equates To A Meets Standard Rating

APPENDIX B: DISPATCHER

PROBATIONARY DISPATCHER: Probationary position. Must remain in this classification until the completion of the one year probationary period.

DISPATCHER I: After completion of the one year probationary period and a minimum of 3.0 average on performance evaluation done on a quarterly basis. Must remain in this classification for two years.

DISPATCHER II: After 3 years' service with the City of New Port Richey and a minimum of 3.0 average on performance evaluation done on a quarterly basis. Must remain in this classification for two years.

DISPATCHER III: After five years' service with the City of New Port Richey and a minimum of 3.0 average on performance evaluation done on a semi-annual basis.

Initial placement shall be based upon:

1. Years of service with the City of New Port Richey.
2. Prior years' experience as a police officer.
3. 30 average performance rating as rated by the four sergeants, chief or his designee, after six months continued service with semi-annual evaluation.
4. Approval by the Human Resources Director and the City Manager.

When an employees' yearly evaluation falls below a 3.0 average it will be considered as an unacceptable level, and that employee shall be compelled to remain at his present level and shall be ineligible for a yearly increase. The employee shall remain at his/her level until he/she attains a minimum of a 3.0 average over the next semi-annual employee evaluation.

* 3.0 Average Performance Rating Equates To A Meets Standard Rating



NEW PORT RICHEY

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

TO: City of New Port Richey City Council

FROM: Debbie L. Manns, City Manager

DATE: 6/20/2017

RE: Two Year Contract Extension with American Traffic Solutions for the City's Intersection Safety Program

REQUEST:

The request is for City Council to authorize the City Manager to enter into a two year contract extension with American Traffic Solutions, Inc. (ATS) related to the Intersection Safety Program (red light cameras).

DISCUSSION:

As you are aware, the City's current contract with ATS will elapse on June 20, 2017. Staff has received a proposal from ATS to continue our relationship with them. In short, they have agreed to keep the renewal fee at the current rate of \$4,250 per camera for a two year renewal period. In addition, ATS has agreed to contribute \$3,000 to the City's safety awareness campaign. The safety awareness campaign will focus on safety outcomes, camera locations and how program revenue is used. This information will be made readily accessible on the city's website and may help to mitigate some of the negative public perceptions of the program. To aid you in your decision on this matter, I have also attached for reference a memorandum prepared by Chief Bogart which supports the continued use of the cameras.

RECOMMENDATION:

Staff recommends that City Council approve the request to enter into a two year contract extension with ATS and authorize the City Manager to execute said contract.

BUDGET/FISCAL IMPACT:

Since this program operates in the positive and is a source of revenue to the city there is no direct financial impact associated with this agenda item.

ATTACHMENTS:

Description	Type
☐ Third Amendment to the Professional Services Agreement with ATS	Backup Material
☐ Memorandum from Chief Bogart	Backup Material

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Third Amendment (“Third Amendment”) is effective as of the final date of execution hereof and is entered into between American Traffic Solutions, Inc. (“ATS”), a corporation duly registered under the laws of the State of Kansas with its principal place of business at 1150 N. Alma School Rd, Mesa, Arizona 85201 and the City of New Port Richey, FL (“City”), a municipal corporation of the State of Florida.

RECITALS

WHEREAS, on October 5, 2010 the City and ATS entered into a contract for Photo Enforcement Services Agreement (the “Agreement”) to provide Automated Traffic Enforcement Systems;

WHEREAS, on September 4, 2013, the parties executed a First Amendment to the Agreement;

WHEREAS, on June 21, 2016, the parties executed a Second Amendment to the Agreement;

WHEREAS, Section 15 of the Agreement requires any change, addition, deletion, extension or modification of the Agreement to be in writing and duly executed by the parties; and

WHEREAS, the City and ATS mutually desire to amend, modify or alter certain terms and conditions of the Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Third Amendment, the City and ATS do hereby agree as set forth below:

1. The above recitals are true and correct and are incorporated herein.
2. Section 3.1 of Article II “General Terms and Conditions” is hereby amended to extend the Term of the Agreement and additional two years until June 20, 2019.
3. Section 1 of Exhibit A is hereby amended to add the following: At the City’s request, ATS will contribute \$3,000 per each additional year of the Term of the Agreement towards the City’s Traffic Safety Awareness Campaign to further the City’s goal of enhancing traffic safety and reducing dangerous driving. The City has agreed to apply these funds to the uses outlined in its letter dated June 14, 2017 in furtherance of this public safety purpose.
4. Except as expressly amended or modified by the terms of this Third Amendment, all terms of the Agreement as amended by the First Amendment and Second Amendment shall remain in full force and effect. In the event of a conflict between the terms of this Third Amendment and the Agreement or the First Amendment or the Second Amendment, the terms of this Third Amendment shall prevail and control.

5. The provisions of the Agreement, as amended by the First, Second, and Third Amendments, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof.
6. This Third Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument
7. Each party represents and warrants that the representative signing this Third Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Third Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment.

CITY OF NEW PORT RICHEY, FL

AMERICAN TRAFFIC SOLUTIONS, INC.

By:_____

By:_____

Title:_____

Name: Elizabeth Caracciolo
SVP/GM ATS State and Local Government
Solutions

Date:_____

Date:_____

APPROVED AS TO FORM

By:_____
City Attorney

Date:_____



NEW PORT RICHEY POLICE DEPARTMENT

Chief Kim Bogart

MEMORANDUM

TO: Debbie Manns, City Manager

FROM: Kim Bogart, Chief of Police

DATE: June 12, 2017

SUBJECT: New Port Richey Intersection Safety Program Evaluation

This memorandum addresses key points of consideration when evaluating the effectiveness and potential continuation of the New Port Richey Intersection Safety Program. The charts, graphs and comments that follow will show traffic crashes are increasing at a steady rate throughout the City and there are challenges ahead regarding reducing the number of crashes.

It is important to be mindful that recent studies have shown turning off red light cameras has associated costs in terms of lost lives, injuries and property damage. In a recent study, the Insurance Institute for Highway Safety Highway Loss Data Institute (IIHS), which is an independent, nonprofit scientific and educational organization, reported “. . . cities that turned off red light cameras [experienced] 30 percent more fatal red light running crashes per capita and 16 percent more fatal crashes of all types per capita at signalized intersections.” This study focused specifically on examining the effects of ending camera programs. (IIHS News, July 28, 2016)

It is also important to recognize that it is difficult and dangerous to stop a red light runner on a busy highway such as US 19. (*The Annual Average Daily Traffic count for US 19 at Main Street in 2016 was 54,500 vehicles*). “In order to stop a red light runner, officers usually have to follow the vehicle through the red light, endangering themselves as well as other motorists and pedestrians. (IIHS News, February 1, 2011).

When compared to 99 Florida cities having populations between 15,000 – 74,999, the City of New Port Richey ranks in the highest 25 percent in nine categories based on total actual serious injuries and fatalities during 2011 – 2015. This is according to the Florida Department of Transportation in its FY2018 Highway Safety Matrix – Ranking of Florida Cities. Of the nine categories, New Port Richey ranks 4th highest with drivers 65+; 9th highest with teen drivers; 11th highest in serious injuries or fatalities, and in pedestrian or bicycle related crashes; and 12th highest in motorcycle related crashes. The matrix, which follows in its entirety, shows the overall rankings of all 100 cities:

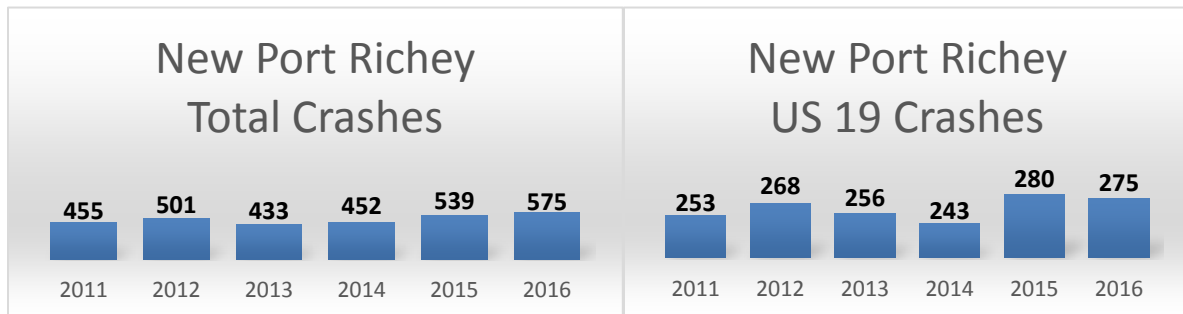
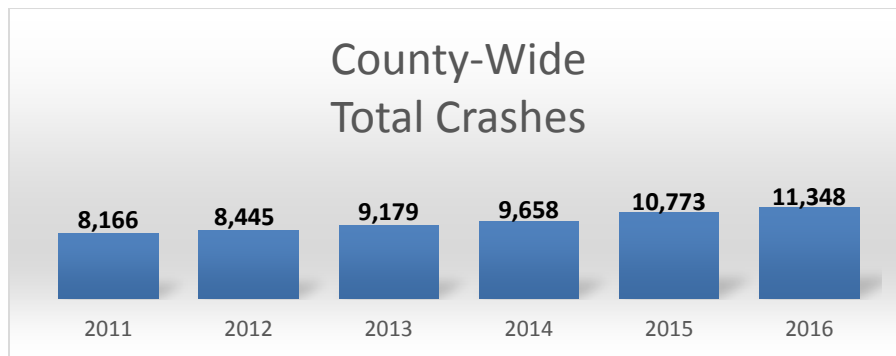
FDOT		FY2018 Highway Safety Matrix - Ranking of Florida Cities																FDOT	
(Based on total actual serious injuries and fatalities during 2011 - 2015)																			
Group II - Population of 15,000-74,999 - 99 Cities																			
Florida City (Group II)	Serious Injuries or Fatalities	Distracted Driving	Drivers 65+	Impaired Driving	Motorcycle Related	Occupant Protection	Pedestrian or Bicyclist Related	Speed or Aggressive Driving	Teen Drivers	Florida City (Group II)	Serious Injuries or Fatalities	Distracted Driving	Drivers 65+	Impaired Driving	Motorcycle Related	Occupant Protection	Pedestrian or Bicyclist Related	Speed or Aggressive Driving	Teen Drivers
Altamonte Springs	55	64	69	55	64	55	47	92	48	New Smyrna Beach	37	49	38	14	15	23	58	32	42
Apopka	20	16	37	22	26	21	31	35	19	North Lauderdale	79	85	74	94	69	89	53	87	84
Aventura	25	10	17	72	35	51	28	26	55	North Miami	31	48	45	28	36	45	18	59	56
Bartow	85	72	89	95	94	73	86	94	85	North Miami Beach	34	35	51	52	30	26	30	48	30
Belle Glade	91	82	96	91	99	74	71	96	97	North Port	39	31	27	27	53	43	54	49	36
Bonita Springs	61	58	49	30	39	47	68	63	92	Oakland Park	27	47	42	36	27	25	15	17	46
Boynton Beach	24	33	29	25	34	13	22	23	33	Ocala	8	11	6	4	11	2	9	7	3
Bradenton	1	2	1	1	2	1	1	11	1	Ocoee	68	46	76	56	87	29	62	57	52
Casselberry	66	54	72	68	38	78	49	74	88	Opalocka	77	77	81	83	90	63	77	65	90
Clermont	41	22	46	38	37	34	46	72	28	Ormond Beach	14	18	11	10	6	15	24	12	12
Cocoa	15	14	21	17	17	28	25	8	14	Oviedo	65	68	71	60	50	75	63	56	51
Coconut Creek	38	38	32	26	43	31	50	27	32	Palm Beach Gardens	23	13	28	18	41	12	35	15	25
Cooper City	80	80	75	86	80	64	80	68	66	Palm Springs	64	59	66	59	52	71	33	31	50
Coral Gables	28	25	26	29	42	36	13	73	37	Palmetto Bay	87	86	88	89	81	77	81	89	74
Crestview	67	57	67	74	78	57	61	47	58	Panama City	9	4	12	9	13	6	14	4	7
Cutler Bay	84	94	98	88	71	85	70	81	80	Parkland	97	99	95	99	98	99	93	70	77
Dania Beach	47	51	60	63	44	41	51	24	68	Pensacola	7	9	10	6	9	5	8	13	8
Daytona Beach	6	8	9	8	3	4	3	2	11	Pinecrest	88	95	84	90	89	82	92	90	89
DeBary	98	74	91	62	92	92	99	76	78	Pinellas Park	4	6	3	5	7	16	6	5	5
DeLand	13	7	18	7	14	7	19	9	16	Plant City	29	65	34	44	25	9	42	29	20
Delray Beach	16	21	13	39	22	10	10	10	29	Port Orange	10	20	5	11	8	38	17	16	10
Doral	70	84	97	69	55	76	69	67	53	Punta Gorda	44	29	25	48	31	17	67	60	59
Dunedin	52	63	39	73	63	54	44	50	43	Riviera Beach	57	45	61	49	77	46	48	39	81
Edgewater	60	53	58	64	68	70	73	51	87	Rockledge	69	61	59	51	60	62	91	40	49
Eustis	72	69	63	46	47	49	75	64	72	Royal Palm Beach	73	70	77	53	70	50	83	58	54
Fort Myers	5	5	7	3	5	3	4	1	6	Safety Harbor	92	96	82	76	91	95	88	77	94
Fort Pierce	51	75	53	45	45	67	37	42	61	Sanford	22	27	47	12	16	14	16	14	17
Fort Walton Beach	56	52	54	35	54	56	45	45	57	Sarasota	3	3	2	2	4	8	2	3	4
Greenacres	49	34	64	34	67	33	41	6	47	Sebastian	76	92	56	78	65	72	78	93	69
Haines City	58	37	44	77	86	60	74	82	71	Seminole	43	41	31	41	18	86	59	28	34
Hallandale Beach	48	56	55	66	66	61	29	62	79	St Cloud	86	81	79	75	74	94	87	83	96
Hialeah Gardens	90	87	99	96	82	90	95	98	75	Stuart	53	66	43	54	51	68	43	36	64
Homestead	17	36	30	58	23	11	12	46	26	Sunny Isles Beach	89	79	85	84	95	79	66	95	93
Jacksonville Beach	50	32	65	42	49	65	39	38	35	Sweetwater	94	91	93	92	75	97	94	99	86
Jupiter	18	15	20	20	32	19	20	20	22	Tamarac	45	55	40	65	48	37	38	61	60
Key West	12	19	22	19	1	20	7	19	18	Tarpon Springs	19	17	16	21	21	35	32	43	15
Kissimmee	2	1	8	13	10	30	5	21	2	Tavares	82	89	62	87	61	84	84	80	67
Lake Mary	78	71	87	47	58	58	85	66	73	Temple Terrace	74	78	73	61	79	87	76	52	63
Lake Wales	63	83	50	67	72	48	82	34	65	Titusville	40	39	33	37	24	32	56	37	27
Lake Worth	32	43	48	24	33	40	21	22	41	Venice	26	30	15	32	19	39	36	97	45
Lauderdale Lakes	81	93	83	79	93	93	55	79	91	Vero Beach	62	67	36	50	59	66	60	78	62
Lauderhill	33	62	41	93	56	42	23	44	39	Wellington	54	26	57	43	76	69	64	18	21
Leesburg	42	40	24	40	20	18	40	55	40	West Melbourne	75	60	70	70	73	88	79	75	83
Lynn Haven	96	73	94	98	97	80	98	91	76	Weston	59	76	68	82	40	81	65	30	44
Maitland	95	97	90	85	83	91	96	84	98	Winter Garden	71	50	78	57	84	83	72	86	82
Marco Island	99	98	80	97	85	98	90	85	99	Winter Haven	46	44	35	81	57	44	57	33	13
Margate	21	24	23	71	62	22	27	53	24	Winter Park	36	12	52	33	29	59	26	71	23
Miami Lakes	83	90	92	80	88	53	97	88	70	Winter Springs	93	88	86	31	96	96	89	69	95
Naples	35	28	19	15	46	27	34	54	31	Zephyrhills	30	42	14	23	28	52	52	41	38
New Port Richey	11	23	4	16	12	24	11	25	9										

Legend	
<div></div>	Highest 25% in a category.

The following table shows crashes have increased county-wide at a steady rate, but much more dramatically city-wide. Relative to the red light camera program, it is important to note, the crashes on New Port Richey US 19 remained nearly constant compared to the city-wide rate. This is a potential indicator that motorists are aware they are on camera and drive more responsibly.

Table 1

YEAR	New Port Richey Total Crashes	Total Injuries	Fatalities	New Port Richey US 19 Crashes	County-Wide Total Crashes
2011	455	119	3	253	8,166
2012	501	173	1	268	8,445
2013	433	106	0	256	9,179
2014	452	154	3	243	9,658
2015	539	199	4	280	10,773
2016	575	223	8	275	11,348

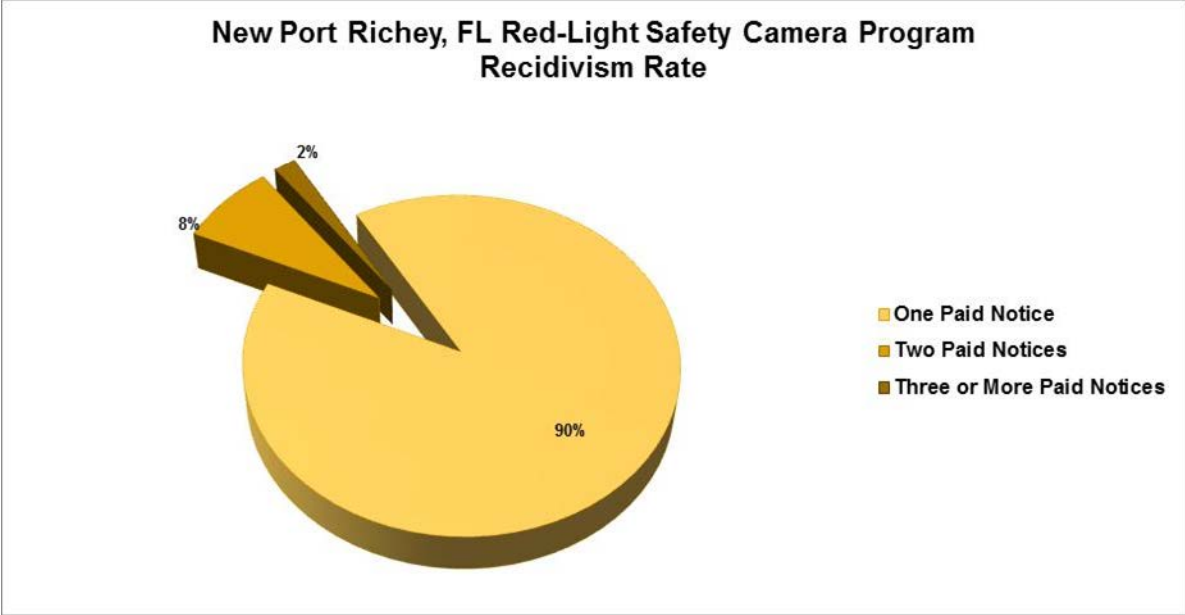


Source for Pasco County Crash Data: Florida's Integrated Report Exchange System (FIRES)

Source for City of New Port Richey Crash Data: New Port Richey Police Department Records

The recidivism (repeat violator) rate is another element to consider when evaluating the effectiveness of the City's Red Light Camera System (RLCS). The data that follows in Table 2 shows that most red light runners in New Port Richey do not get a second ticket. This rate reported for the entire six years the program has been in place has remained constant at 10 percent. That means 90 percent of all violators who receive a ticket and pay it do not violate again. Additionally, the recidivism rate of motorists that have New Port Richey zip code addresses is only 15.7 percent. These low rates in both categories indicates a positive change in driver behavior to stop on red.

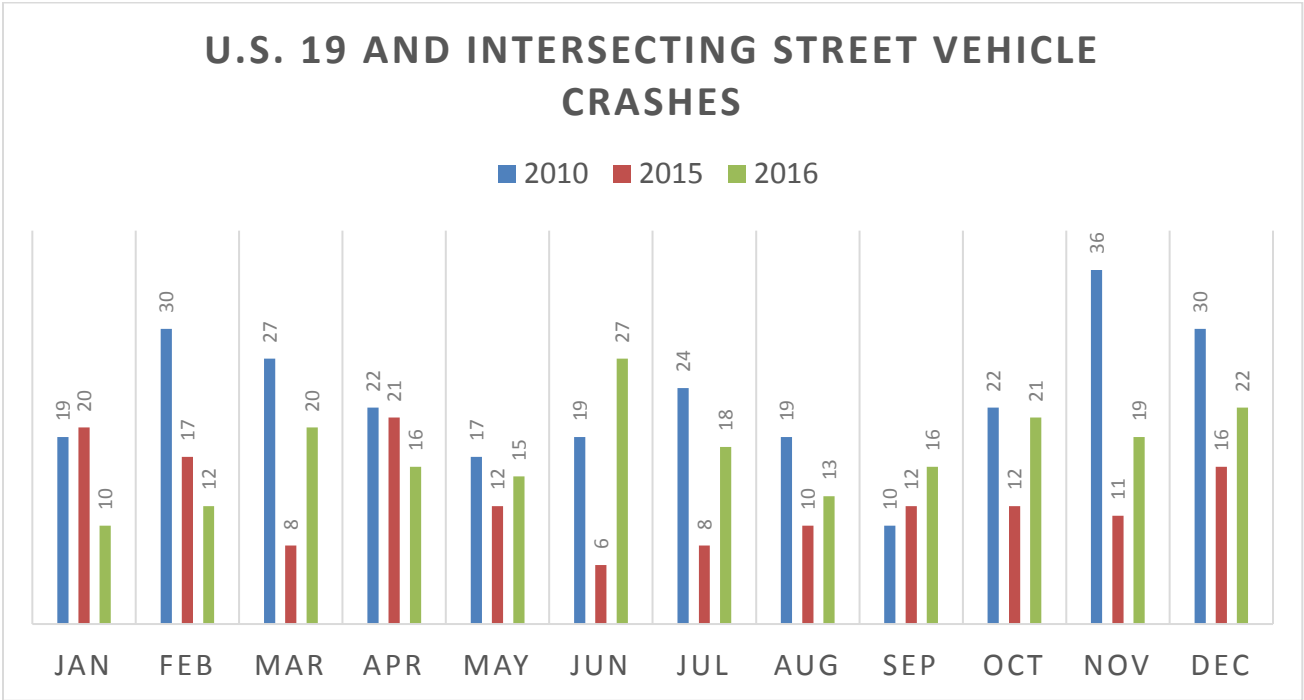
Table 2



Graphic supplied by American Traffic Solutions:

The next two tables show comparisons of US 19 and intersecting street crashes to total crashes. To minimize confusion, 2010 is used as a benchmark due to road construction on U.S. 19 had not begun and red light cameras had not been installed. Vehicle crash data from 2010 is compared with that from 2015 and 2016, which was after completion of the U.S. 19 construction project. Table 3 compares the number of vehicle crashes that occurred on U.S. 19 and intersecting streets. It shows crashes were significantly less in 2015 than in 2010 and, although the number of crashes rose in 2016, the increase was still less than the number of crashes in 2010.

Table 3



2010 Data Source: New Port Richey Police Department Records
 2015 and 2016 Data Source: Florida's Integrated Report Exchange System (FIRES)

Table 4 shows 521 motor vehicle crashes occurred within the City limits during 2010 with 275 (53 percent) of those crashes taking place along U.S. 19 and intersecting streets. In 2015, the total number of crashes in the City was 539, but the proportion of crashes on U.S. 19 and intersecting streets significantly reduced to 153 (28 percent). For 2016, the number of crashes in the City was 575 with 209 (36 percent) of the crashes along U.S. 19 and intersecting streets.

Table 4

	2010	2015	2016
Total Crashes	521	539	575
U.S. 19 & Intersecting Street Crashes	275	153	209

53% 28% 36% Percentage of total crashes

When reviewing Table 5, which shows the number of Notices of Violations issued over time, it is important to note that effective December 31, 2013, the Florida Department of Transportation increased the perception/reaction time (PRT) value to 1.4 seconds in their formula for calculating the duration of amber times for all existing traffic infraction devices in Florida. These adjustments significantly increased the time for drivers to perceive the traffic signal change from green to yellow and to react. This change initially reduced the number of infractions; however, the average monthly number of violations has remained high for some intersections:

Table 5

MONTH	NPR01 NB 19 @ Trbl. Crk Rd.	NPR02 NB 19 @ Flormr Terr.	NPR04 SB 19 @ Marine Pkywy.	NPR05 NB 19 @ Gulf Dr.	NPR06 SB 19 @ Gulf Dr.	NPR07 NB 19 @ Crs. Bayou Bvd.	NPR08 SB 19 @ Main St.	NPR09 WB Main St. @ 19	NPR10 SB 19 @ Crs. Bayou Bvd.
Jun-11			390	393	482	430	241		
Jul-11			444	408	450	336	258		
Aug-11			475	521	431	411	286		
Sep-11			409	410	404	376	264		
Oct-11			351	377	332	322	190		
Nov-11			200	273	261	203	129		
Dec-11			309	272	306	282	152		
Jan-12			274	224	295	268	159		
Feb-12			161	278	300	304	153		
Mar-12			165	448	382	436	206		
Apr-12			139	425	363	322	175		
May-12			175	410	314	363	189	206	265
Jun-12			134	359	269	313	186	127	273
Jul-12			123	281	239	317	156	98	238
Aug-12			122	322	240	318	164	85	212
Sep-12			94	257	245	240	129	59	177
Oct-12			83	219	188	205	93	78	126
Nov-12	60	57	61	199	190	172	80	61	125
Dec-12	154	105	74	207	174	174	96	73	131
Jan-13	177	109	60	172	158	150	89	59	117
Feb-13	221	113	56	201	162	203	91	61	113
Mar-13	132	91	69	408	265	345	176	125	161
Apr-13	Out of Service	51	52	408	317	306	166	100	185
May-13		48	47	375	264	327	165	95	191
Jun-13		37	38	396	329	295	167	54	230
Jul-13		41	28	349	287	275	126	50	222
Aug-13		32	37	224	244	292	119	59	226
Sep-13		35	39	129	91	138	39	27	89
Oct-13		58	39	28	2	35	9	38	5
Nov-13	209	194	75	206	92	339	128	75	180

Dec-13	83	70	20	95	98	148	55	52	78
Jan-14	107	60	18	80	74	85	34	34	54
Feb-14	116	51	14	85	82	67	52	19	37
Mar-14	138	64	10	111	105	101	57	21	55
Apr-14	161	54	30	85	91	113	51	120	72
May-14	190	97	33	85	111	159	42	532	122
Jun-14	184	78	40	122	109	137	18	311	111
Jul-14	198	89	45	133	135	86	20	295	76
Aug-14	200	69	39	125	99	58	17	277	63
Sep-14	135	12	27	110	111	55	10	178	65
Oct-14	142	23	42	128	108	71	15	274	73
Nov-14	118	22	30	136	106	69	14	130	44
Dec-14	121	22	51	126	100	76	10	Out of Service	66
Jan-15	89	25	51	119	115	67	13		46
Feb-15	97	18	39	100	104	77	18		52
Mar-15	123	29	39	134	114	90	20		78
Apr-15	294	26	46	110	118	102	22		73
May-15	421	69	74	146	134	95	24	174	101
Jun-15	420	140	159	124	177	164	31	826	80
Jul-15	452	264	107	191	213	200	33	475	47
Aug-15	466	234	166	243	231	171	34	839	Out of Service
Sep-15	437	196	127	212	191	187	34	579	
Oct-15	430	165	139	206	166	161	18	502	
Nov-15	417	182	132	202	185	153	24	461	
Dec-15	399	155	130	221	195	134	23	426	
Jan-16	365	143	128	161	177	116	18	209	
Feb-16	328	138	135	195	167	125	19	349	
Mar-16	410	198	153	212	201	150	30	323	
Apr-16	440	196	144	216	185	151	23	391	
May-16	459	194	150	223	187	142	17	292	
Jun-16	459	164	187	187	206	130	27	305	
Jul-16	467	20	9	83	224	Out of Service	Out of Service	230	
Aug-16	458	163	Out of Service	263	218			328	
Sep-16	234	209		244	181			322	
Oct-16	422	190		219	184			260	
Nov-16	356	198		175	192			127	
Dec-16	292	174		171	192			89	
Jan-17	352	159		215	173			44	
Feb-17	309	157		208	167			57	
Mar-17	371	204		248	221			66	
Apr-17	368	176		213	205			66	

As an ancillary benefit, American Traffic Solutions has routinely provided the New Port Richey Police Department with video recordings upon request. Over the last six years, the Department has requested video recordings 180 times to assist with investigations of homicides, shootings robberies, burglaries, car-jackings, and hit and run vehicle crashes.

In the proposed renewal agreement, American Traffic Solutions (ATS) will continue to honor a \$4,250 fee per camera for an additional two year term. In addition, at the City's request, ATS will contribute \$3,000 per each additional year of the Term of the Agreement towards the City's Traffic Safety Awareness Campaign to further the City's goal of Enhancing traffic safety and reducing dangerous driving.

Based on the fact that so many violations continue to occur, I recommend Council consider keeping the five remaining cameras at this time.