



COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING
CITY OF NEW PORT RICHEY
NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA
August 15, 2017
IMMEDIATELY FOLLOWING THE REGULAR CITY COUNCIL MEETING

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 Approval of August 1, 2017 CRA Meeting Minutes - Page 2
- 3 Memorandum of Understanding with New Port Richey Main Street, Inc. - Page 5
- 4 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: Members of the Community Redevelopment Agency
FROM: Judy Meyers, City Clerk
DATE: 8/15/2017
RE: Approval of August 1, 2017 CRA Meeting Minutes - Page 2

REQUEST:

The request is for the Board of Directors to approve the minutes from the August 1, 2017 CRA meeting.

DISCUSSION:

The Board of Directors met for its regularly scheduled meeting on August 1, 2017. The minutes from that meeting are attached for the Board's review and approval.

RECOMMENDATION:

Staff recommends that the Board of Directors approve the minutes from the August 1, 2017 CRA meeting as submitted.

BUDGET/ FISCAL IMPACT:

No funding is required for this item.

ATTACHMENTS:

Description	Type
☐ August 1, 2017 CRA Meeting Minutes	Backup Material



MINUTES OF THE COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING
CITY OF NEW PORT RICHEY
NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA
August 1, 2017
IMMEDIATELY FOLLOWING THE REGULAR CITY COUNCIL MEETING

MINUTES

ORDER OF
BUSINESS

1 Call to Order - Roll Call

The meeting was called to order by Chairman Rob Marlowe at 8:38 pm. Those in attendance were Director Judy DeBella Thomas, Director Jeff Starkey and Director Chopper Davis. Director Bill Phillips was absent.

Also in attendance were Executive Director 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, Library Director Andi Figart, Technology Solutions Director Bryan Weed, Human Resources Manager Bernie Wharran, Assistant to the City Manager Martin Murphy and Assistant Parks and Recreation Director Chris Bornfleth.

2 Approval of July 18, 2017 CRA Meeting Minutes - Page 2

Motion was made to approve the minutes as presented.

Motion made by Chopper Davis and seconded by Jeff Starkey. The Motion Passed. 4-0. Ayes: Davis, DeBella Thomas, Marlowe, Starkey Absent: Phillips

3 FY 2017-2018 Proposed Budget Presentation - Page 6

Executive Director Manns introduced Economic Development Director Mario Iezzoni who then presented the item to the Board. Mr. Iezzoni noted the following changes in the proposed budget for FY18:

Revenue:

- 334-70 Florida Historic Preservation Grant proceeds \$550,00 small matching grant and special category grant funds received
- 362-19 rent from the Business Incubator
- 381-37 Penny for Pasco dollars

- 389-87 grants that are in process and the commercial grant program
- 389-90 half of the small matching and special category grant funds. The paperwork is complete and we are in the negotiation phase with architect.

Expenditures:

- Picking up half salary for KC Quaretti
- 34-61 \$15,000 for New Port Richey Main Street Program
- 49-51 \$350,000 is committed the remaining \$350,000 for the two grant programs
- 62-33 small matching and special category grants going into the Hacienda for next year
- 62-53 Main Street Landings incentive program splitting allocation up over two years

4 Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 8:45 pm.

(signed) _____
Judy Meyers, City Clerk

Approved: _____ (date)

Initialed: _____



TO: Members of the Community Redevelopment Agency

FROM: Debbie L. Manns, Executive Director

DATE: 8/15/2017

RE: Memorandum of Understanding with New Port Richey Main Street, Inc. - Page 5

REQUEST:

The request is for the Board of Directors to authorize the Executive Director to enter into an agreement with the New Port Richey Main Street, Inc. Board of Directors in respect to the administration of the National Main Street Program and to approve an appropriation in the amount of \$15,000.00 to support program activities.

DISCUSSION:

Traditionally the city has provided financial support to the Main Street Program. In that regard, attached you will find a summary of the history of the city's support of the program. As you can see, the amount of the annual appropriation varies. The most significant contribution to the program was made in 2016 at which time the city assigned a full-time staff person to administer the program.

For various reasons it has been determined that an annual appropriation is a better method by which to demonstrate the city's support of the program. In that respect and in consideration of the challenges of the upcoming budget I am recommending that an appropriation in the amount of \$15,000 be designated to support the program. I am additionally recommending that specific performance objectives be put in place as it relates to the administration of the program. The performance objectives will be relied upon as a mechanism to gauge and determine the amount of city support of the program for future fiscal years. The performance objectives are included in the attached program agreement.

RECOMMENDATION:

Staff recommends that the Board of Directors authorize the Executive Director to enter into an agreement with the New Port Richey Main Street, Inc. Board of Directors for an amount not to exceed \$15,000.00 covering the FY 2017-2018 in relationship to the administration of the National Main Street Program.

BUDGET / FISCAL IMPACT:

Funding for this item is available in the CRA budget account number 630-0080-515-34-61.

ATTACHMENTS:

Description	Type
❑ Memorandum of Understanding with New Port Richey Main Street, Inc.	Backup Material
❑ New Port Richey Main Street Funding History	Backup Material
❑ Performance Objectives	Backup Material

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF NEW PORT RICHEY
COMMUNITY REDEVELOPMENT AGENCY AND
NEW PORT RICHEY MAIN STREET, INC.**

This MEMORANDUM OF UNDERSTANDING herein referred to as “AGREEMENT” is made upon the signing of the parties by and between the City of New Port Richey, Florida, Community Redevelopment Agency a municipal corporation, whose address is 5919 Main Street, New Port Richey, Florida, 34652, herein after referred to as “CITY”, and New Port Richey Main Street, Inc., a Florida Main Street 501C3 nonprofit organization authorized to do business as a nonprofit in the State of Florida, whose address is 6345 Grand Boulevard, New Port Richey, Florida, 34652, hereinafter referred to as “NPRMS.”

W I T N E S S E T H:

WHEREAS, the City of New Port Richey has been designated a Florida Main Street City by the Division of Historical Resources, Florida Department of State;

WHEREAS, CITY has budgeted funds to support the administration of the Main Street Program;

WHEREAS, NPRMS is incorporated, filed for, and received their 501C3 status, and has a working Board of Directors;

WHEREAS, CITY has supported the development of NPRMS and intends to continue to do so;

WHEREAS, the parties agree on the importance of a strong four-point Main Street Approach for Downtown; and

WHEREAS, the parties desire to create a strong and viable downtown.

NOW THEREFORE in consideration of the mutual covenants, promises, and representations contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to as follows:

ARTICLE I - RECITALS

The WHEREAS clauses are hereby incorporated by reference and are represented to be true and correct.

ARTICLE II - TERM

This AGREEMENT shall continue in force from October 1, 2017 until September 30, 2018 unless either party chooses to exercise its rights under Article VII - Termination below.

ARTICLE III - ADMINISTRATION OF AGREEMENT

Administration of this AGREEMENT shall be under the general direction of the Executive Director or designee who shall act as CITY'S representative during the performance of this AGREEMENT. The Agreement Administrator for NPRMS is its President or designee, who will also serve as the day-to-day contact person. Each party agrees to provide written notification within fifteen (15) days, should the representative of either party change during the term of this AGREEMENT.

ARTICLE IV – PAYMENTS

Payments in the amount of \$3,750.00 each per quarter shall be made by CITY to NPRMS, by the end of each fiscal quarter, so long as NPRMS provides the following to CITY:

1. A written request for distribution of funds with a projected budget for the expenditure of said funds;
2. The Reports provided in Article V of this Agreement;
3. Full performance of the Main Street Four Point Approach and Guiding Principles; and

4. Faithful and timely performance of all provisions of this Agreement.

ARTICLE V – OBLIGATIONS OF NPRMS

Throughout the term of this Agreement, NPRMS shall:

1. Employ paid professional staff who shall be responsible for the day-to-day administration of the program;
2. Raise and expend sufficient funds to support administration of the program, the maintenance of an office in the downtown area of the City, and to meet program objectives;
3. Implement a comprehensive program based on the Four-Point Approach recommended by the National Main Street Center, which shall include the development of an annual written Work Plan submitted to CITY within 90 days of the effective date of this Agreement, and the establishment of a strong, broad-based organizational system, to include without limitation committees for organization, design, historic preservation, and economic vitality;
4. Maintain data for monitoring the progress of the organization and submit quarterly progress reports thereon, along with any other information requested by CITY, which shall include the progress made toward completion of Work Plan goals and accomplishments;
5. Include in its written progress reports committee communications regarding agendas, attendance rosters, action items and accomplishments; and
6. Provide CITY quarterly financial statements of its operations, along with its fiscal year 2017 Internal Revenue Service Form 990 no later than January 15, 2018.

ARTICLE VI - GENERAL CONDITIONS

This AGREEMENT is governed by and shall be construed according to the laws of the State of Florida and the governing documents of the Florida and National Main Street organizations. Venue for any dispute, claim or action arising out of or related to this AGREEMENT shall be in the Sixth Judicial Circuit in and for Pasco County, Florida (Westside.) Each party hereto shall bear their own attorneys' fees and costs in the event of any dispute, claim, action or appeal arising out of or related to this AGREEMENT.

ARTICLE VII - WARRANTY AND OBLIGATION

This AGREEMENT sets forth the final and entire AGREEMENT between the parties hereto and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

The obligations of CITY under this AGREEMENT are subject to the availability of funds lawfully appropriated for its purpose by CITY. As a condition of any payment by CITY hereunder, funds must be appropriated in each annual budget and may be withdrawn at CITY's sole discretion.

ARTICLE VIII - INDEMNIFICATION

NPRMS shall indemnify and hold the CITY harmless, including its elected and appointed officials, agents and employees, from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs, and attorney's fees on appeal arising out of or resulting from the carrying out of this AGREEMENT, arising out of any work activities performed under this AGREEMENT, or constituting a breach of any term of this AGREEMENT, except if due to a negligent act of the CITY.

ARTICLE IX - TERMINATION

This Agreement may be terminated by CITY if NPRMS fails to fulfill in a timely and proper manner any of its obligations under this Agreement, by notice to NPRMS, which shall take

effect immediately upon delivery by CITY in accordance with this Agreement. CITY shall evaluate the overall effectiveness of the program at the conclusion of this Agreement prior to approval of any future agreements or renewal of this Agreement with NPRMS.

ARTICLE X - REVIEW OF FINANCIAL RECORDS

For a period of up to three (3) years after the end of the fiscal year in which the grant is awarded or termination of this AGREEMENT, the CITY shall have the right to review and audit any and all financial records or any other records having to do with this AGREEMENT, at any time. NPRMS agrees to cooperate fully on any review or audit conducted by CITY. NPRMS shall submit an annual operating budget to the CITY within thirty (30) days of execution of this AGREEMENT.

ARTICLE XI - AMENDMENTS

Amendments hereof must be mutually agreed upon by the parties and must be in writing.

ARTICLE XII - NOTICES

Whenever either party desires to give notice unto the other, written notice shall be sent via hand delivery or first class mail to:

New Port Richey Main Street, Inc.
ATTN: President, Board of Directors
5837 Main Street
New Port Richey, FL 34652

City of New Port Richey
Community Redevelopment Agency
ATTN: Executive Director
5919 Main Street
New Port Richey, FL 34652

With a copy to:

City of New Port Richey
ATTN: General Counsel
5919 Main Street
New Port Richey, FL 34652

All notices shall be effective upon receipt. Any party may change their representative to get notice or their address by giving notice in this manner without the need of formal amendment to this AGREEMENT.

ARTICLE XIII - BOARD OF DIRECTORS

The CITY shall appoint one voting member and one ex-officio member to the Board of Directors for NPRMS as its representatives.

IN WITNESS WHEREOF, the parties have caused this MEMORANDUM OF UNDERSTANDING to be executed for the uses and purposes therein expressed on the day and year first above written.

ATTEST:

**CITY OF NEW PORT RICHEY
COMMUNITY REDEVELOPMENT AGENCY**

Judy Meyers, City Clerk

Debbie L. Manns, Executive Director

Approved as to form:

Date

Timothy P. Driscoll, General Counsel

NEW PORT RICHEY MAIN STREET, INC.

Date

By: _____

its _____

Witness:

Signature

Signature

Printed Name of Witness

Printed Name of Witness



NEW PORT RICHEY

5919 MAIN STREET • NEW PORT RICHEY, FL 34652 • 727.853.1041

TO: Debbie L. Manns, City Manager
FROM: Crystal S. Feast, Finance Director
DATE: June 8, 2017
RE: Funding Agreements With Greater New Port Richey Main Street

Below represents a summary of funding that was provided to Greater New Port Richey Main Street by the City. From FY1988 – FY2007, this funding was backed by a contractual agreement between the City and GNPR Main Street. From FY2008 – FY2015, this funding came in the form of a grant funding agreement. In FY2016 and FY2017, the City paid the salary and benefits of an employee of the Greater New Port Richey Main Street. The summary below doesn't include in-kind services for special events.

FY	Contractual Services	Grant Award	Employee (Salary & Benefits)	TOTAL
1988	\$ 19,133.30			\$ 19,133.30
1989	\$ 20,000.00			\$ 20,000.00
1990	\$ 20,000.00			\$ 20,000.00
1991	\$ 40,000.00			\$ 40,000.00
1992	\$ 25,000.00			\$ 25,000.00
1993	\$ 25,000.00			\$ 25,000.00
1994	\$ 22,000.00			\$ 22,000.00
1995	\$ 22,000.00			\$ 22,000.00
1996	\$ 22,000.00			\$ 22,000.00
1997	\$ 28,500.00			\$ 28,500.00
1998	\$ 22,000.00			\$ 22,000.00
1999	\$ 50,000.00			\$ 50,000.00
2000	\$ 4,106.67			\$ 4,106.67
2001	\$ 15,000.00			\$ 15,000.00
2002	\$ 30,000.00			\$ 30,000.00
2003	\$ 30,000.00			\$ 30,000.00
2004	\$ 30,000.00			\$ 30,000.00
2005	\$ 45,000.00			\$ 45,000.00
2006	\$ 45,000.00			\$ 45,000.00
2007	\$ 45,000.00			\$ 45,000.00
2008		\$ 37,000.00		\$ 37,000.00
2009		\$ 37,000.00		\$ 37,000.00
2010		\$ 37,000.00		\$ 37,000.00
2011		\$ 30,000.00		\$ 30,000.00
2012		\$ 25,000.00		\$ 25,000.00
2013		\$ 10,000.00		\$ 10,000.00
2014		\$ 10,000.00		\$ 10,000.00
2015		\$ 10,000.00		\$ 10,000.00
2016			\$ 30,634.36	\$ 30,634.36
2017			\$ 21,411.84	\$ 21,411.84
	\$ 559,739.97	\$ 196,000.00	\$ 52,046.20	\$ 807,786.17

PERFORMANCE OBJECTIVES

Duties and Responsibilities of the City

1. **Funding.** The City has appropriated a sum in the amount of \$15,000.00 for the period commencing on October 1, 2017 and ending September 30, 2018.
2. **Payments.** Under the terms and conditions of this agreement the City agrees to distribute the funds in four equal installments of \$3,750.00 on a quarterly basis, beginning on October 1, 2017 unless otherwise approved and authorized in writing by the City Manager. Payments by the City will be contingent on the following:
 - a) Submittal of a written request for distribution of funds with a projected budget for the expenditure of funds;
 - b) Receipt and approval by the city of the reports specified in Section 4 paragraph 1 of the Agreement;
 - c) The employ of the Main Street Four Point Approach and Guiding Principles;
 - d) Faithful and timely performance of all of the provisions of this Agreement.
3. **Evaluation.** The city shall conduct an annual program review to evaluate the progress of the Main Street Program for the prior 12-month period. The results of said evaluation shall be the chief factor in the determinacy of future funding of the Program.

Duties and Responsibilities of the Main Street Board of Directors

1. **Staff.** The Main Street Board of Directors shall employ paid professional staff who will be responsible for the day-to-day administration of the program.
2. **Revenue.** The Main Street Board of Directors shall raise and expend funds to support the administration of the program, the maintenance of an office in the downtown area and program objectives.
3. **Work Plan.** The Main Street Board of Directors shall implement a comprehensive program based on the Four-Point Approach recommended by the National Main Street Center. This includes the development of an annual

written work plan and the establishment of a strong, broad-based organizational system to include but not be limited to the following committees: organization, design, economic vitality and design. The Work Plan shall be submitted to the City at the time of the City's annual review as specified in Section 3, paragraph 1 of this Agreement. The Work Plan shall consist of activities to be completed by each of the Committees.

4. Reports. The Main Street Board of Directors shall be responsible for the maintenance of data for monitoring the progress of the organization, submitting quarterly progress reports and provide such other information as requested by the City. The written progress reports shall summarize progress made towards completion of Work Plan goals and accomplishments.

Additionally, the Main Street Board of Directors are responsible to ensure that the written progress reports include the following Committee communications: agendas, attendance rosters, action items and accomplishments.

5. Financial Statement and IRS Form 990. The Association shall provide a copy of its financial statements on a quarterly basis. The FY 17 Internal Revenue Service Form 990 shall be submitted to the City by January 15, 2018.

Termination of the Agreement

If through any cause, the Association shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if any conditions or stipulations of the Agreement are violated, the City will thereupon have the right to immediately terminate the agreement by giving notice to the Board of Directors of such termination.