



**CITY COUNCIL REGULAR MEETING**  
**CITY OF NEW PORT RICHEY**  
**NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS**  
**5919 MAIN STREET, NEW PORT RICHEY, FLORIDA**  
**March 5, 2024**  
**7:00 PM**

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**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 February 15, 2024 Special Meeting and February 20, 2024 Regular Minutes Page 3
5. Proclamation: Irish American Heritage Month Page 62
6. Proclamation: Athletic Training Month Page 63
7. Proclamation: Problem Gambling Awareness Month (By Title Only) Page 64
8. Vox Pop for Items Not Listed on the Agenda or Listed on Consent Agenda
  - a. Speakers must identify themselves prior to speaking by stating their name and full address for the record. Speakers shall address the City Council as a whole and refrain from addressing individual members of the City Council or the City staff. Speakers shall afford the utmost courtesy to the City Council, to City employees, and to the public, and shall refrain at all times, from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities.

9. Consent Agenda

- |    |   |         |
|----|---|---------|
| a. | Purchases/Payments for City Council Approval                      | Page 65 |
| b. | Cultural Affairs Committee Minutes - November 2023 - January 2024 | Page 67 |
| c. | Library Advisory Board Minutes - November 2023 and January 2024   | Page 73 |

10. Public Reading of Ordinances

- |    |   |         |
|----|---|---------|
| a. | First Reading, Ordinance No. 2024-2291: Rezoning for 12.42 Acres of Property Located at Sea Forest Drive and Green Key Road | Page 87 |
|----|---|---------|

11. Business Items

- |    |  |          |
|----|--|----------|
| a. | Board Appointment: David P. Folds, III, Cultural Affairs Committee | Page 105 |
| b. | 2024 Sims Park Artificial Turf Installation                        | Page 113 |
| c. | Auxiliary Power Generator Purchase – Fire Station No. 2            | Page 127 |
| d. | Resolution No. 2024-03: Amending City Council Meeting Times        | Page 138 |
| e. | Potential Acquisition of 5462 Grand Boulevard                      | Page 144 |
| f. | City Manager Performance Evaluation                                | Page 159 |

12. Communications

13. Adjournment

Agendas may be viewed on the City's website: [www.citynpr.org](http://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, 727-853-1021, not later than four days prior to said proceeding.



# NEW PORT RICHEY

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

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**TO:** City of New Port Richey City Council

**FROM:** Judy Meyers, CMC, City Clerk

**DATE:** 3/5/2024

**RE:** Approval of February 15, 2024 Special Meeting and February 20, 2024 Regular Minutes

**REQUEST:**

The request is for City Council to approve the minutes from the February 15, 2024 special meeting and February 20, 2024 regular meeting.

**DISCUSSION:**

City Council conducted a special meeting on February 15, 2024 to continue their discussion on modifications to the City's Solid Waste Ordinance. City Council then met for their regularly scheduled meeting on February 20, 2024. The minutes from those meetings are attached for Council's review and approval.

**RECOMMENDATION:**

Staff recommends that City Council approve the minutes from the February 15, 2024 special meeting and February 20, 2024 regular meeting as submitted.

**BUDGET/FISCAL IMPACT:**

No funding is required for this item.

**ATTACHMENTS:**

Description	Type
❑ February 15, 2024 Special Meeting Minutes	Backup Material
❑ February 20, 2024 Regular Minutes	Backup Material



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

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

**February 15, 2024**

**6:00 PM**

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**ORDER OF**  
**BUSINESS**

**1 Call to Order – Roll Call**

The meeting was called to order by Mayor Chopper Davis at 6:00 p.m. Those in attendance were Deputy Mayor Matt Murphy, Councilman Mike Peters and Councilwoman Kelly Mothershead. Councilman Peter Altman participated via telephonically.

Also in attendance were City Manager Debbie L. Manns, ICMA-CM, City Attorney Timothy Driscoll, City Clerk Judy Meyers, Finance Director Crystal Dunn, Public Works Director Robert Rivera, and Police Chief Bob Kochen.

**2 Pledge of Allegiance**

**3 Moment of Silence**

**4 Business Items**

**a. Continued Discussion Regarding Modifications to the Solid Waste Collection Ordinance - Page 3**

City Manager Manns introduced the item to Council. She stated the purpose of this agenda item was to continue the discussion regarding modifications to the City's Solid Waste Collection Ordinance. City Manager Manns then highlighted the changes in the proposed ordinance from first reading. City Attorney Driscoll highlighted the changes to the billing section. She then introduced Finance Director Crystal Dunn who then made a presentation to Council. Mrs. Dunn began her presentation by stating the estimates were based on the Property Appraiser. She stated the first part of the chart was based on the remaining FY24. Administrative Fee is calculated at 1.5%. The franchise fee is calculated at 10%. Total estimated revenue for FY24 is \$123,229. Total costs were estimated at \$58,697 for FY24. Mrs. Dunn then highlighted the revenue and costs moving forward. Total estimated costs were \$94,780 and total residential revenue estimated is \$115,959. The commercial revenue estimate is \$116,470. City Manager Manns stated it is important to note that these are only estimates at this point. Councilman Peters asked about the revenue in 2023 and Mrs. Dunn stated she would provide it. Mayor Davis asked about account audits and Mrs. Dunn stated the accounts were audited in 2020. Councilman Altman asked how much revenue are we receiving now and how much money do we think we are losing from bad debt. He stated he is not in agreement with the collection system that was described. Councilman Peters stated that attaching it separately to the property owners makes sense. Councilman Altman



stated it is an inefficient manner of collection by sending two instead of combining it on the water bill. Deputy Mayor Murphy asked about the billing for the garbage to the property owner and water to the renter. City Manager Manns stated it was in our best interest to do an independent bill. Councilman Altman stated that the things presented is not consistent with what is being done in the real world around us. Councilman Peters stated that residents receive quarterly bills now and will continue to receive quarterly bills. Councilwoman Mothershead stated she was not sure this was the best billing. She did notice that some of the costs have gone down. City Manager Manns then made a presentation to Council regarding the benefits of the single-hauler system. She stated the waste haulers are able to effectuate a 9% an annual increase. JD Parker was due to implement a 6.9% increase. She stated the bill under the 6.9% would have been \$62.49 and with the City it will be \$59.28 for residential services. She stated that other benefits include efficiency, community aesthetics, participation, road maintenance and accountability. City Manager Manns then corrected some of the misinformation that had been printed in the Suncoast News. She stated tonight's meeting is the tenth public meeting on this matter. She then also spoke regarding quarterly billing, trucks on the roadway and the administrative fee.

Upon opening the floor to public comment, the following people came forward to speak:

- Nathan Pollock, 6153 Massachusetts Ave., NPR spoke about negotiating a rate for his business.
- Jennifer Eichenberger, 5842 Illinois Ave, NPR spoke about her current service with JD Parker and added fees. She asked if anything was set aside for low-income households. City Manager Manns stated there are no funds currently set aside.
- Jack Weinstein, 5800 Montana Ave., NPR spoke regarding the situation at his complex regarding who is going to be billed. Mayor Davis stated the billing will go to the landlord.
- Angela Addino Napolitano, 6013 Adams St., NPR spoke regarding wording in the ordinance. She stated this is forced compliance.
- Marlowe Jones, 6141 Pine Hill Rd., PR spoke regarding a resident survey, sidewalks, provisions about going through trash, and gentrification.
- Judith Allen, 5940 Grand Blvd., NPR spoke about the corner of Illinois and the non-enforcement of the no trucks sign. She spoke about an Attorney General Opinion, public records, raising garbage bills, insurance and lawsuits.

With no one else coming forward Mayor Davis returned the floor to Council.

## 5 Communications

Deputy Mayor Murphy stated his goal by doing the single-hauler is that residents will get a cheaper price. He stated he has not had many businesses approach him and the one he did speak with said it was double. He would like to see an apples to apples comparison. He stated the billing system should be whatever is most efficient. Councilman Peters stated by negotiating with a single-hauler we staved off the 6.9% increase. He stated the most efficient way moving forward is billing through the tax bill. He stated there are many benefits to this system. He stated he wanted to correct some inaccuracies that were stated by Ms. Allen. He stated she consistently misspoke. He stated that he moved to this city by choice because of the character of the city. He stated his house was purchased not inherited as implied by Ms. Allen. He stated her business is at her house. He stated he wanted for the record that he had an individual attack him personally with no facts or knowledge. Mayor Davis stated he has never had conversations with Judith Allen nor Marlowe Jones and any quoting of him simply is incorrect. Mayor Davis spoke about Patriot Stogies and the \$43 fee. He stated that Hernando County has one service provider.

## 6 Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 7:03 p.m.

(signed) \_\_\_\_\_

Judy Meyers, CMC, City Clerk

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

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

**ORDINANCE NO. 2024-2285**

**AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR AMENDMENT OF CHAPTER 10 OF THE NEW PORT RICHEY CODE OF ORDINANCES, PERTAINING TO SOLID WASTE COLLECTION; PROVIDING CRITERIA FOR DETERMINING THE SOLID WASTE COLLECTION FEE; PROVIDING FOR COLLECTION THEREOF; PROVIDING FOR A LIEN FOR NON-PAYMENT OF THE FEE; PROVIDING FOR ADMINISTRATION BY THE CITY MANAGER; PROVIDING MISCELLANEOUS REQUIREMENTS; PROVIDING FOR DEFINITION OF TERMS; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

WHEREAS, the city council has adopted single collector solid waste collection system within the city to replace the prior multiple collector system;

WHEREAS, the city council deems it appropriate to provide for a method of collecting the cost of solid waste collection from each property throughout the city based upon the type of property;

WHEREAS, the City Council has determined that the fees contained herein are fairly apportioned for the services provided for the benefit of all properties within the city; 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 in accordance with the City's police powers.

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

**SECTION 1. Chapter 10 of the Code of Ordinances, pertaining to solid waste and providing as follows, is hereby amended as follows (strikeout text is deleted and underlined text is added):**

**Chapter 10 SOLID WASTE ~~GARBAGE AND REFUSE~~**

**ARTICLE I. IN GENERAL**

Sec. 10-~~12~~. Definitions of terms ~~Depositing garbage and trash in city.~~

~~(a) Definitions:~~ As used in this chapter, section the terms contained in this section shall have the meanings hereafter provided.:

1. City Limits shall mean the limits of the City of New Port Richey as may be amended from time to time by annexation or contraction.

2. Commercial Collection shall mean any collection of solid waste other than residential curbside solid waste collection.

3. Commercial Owner shall mean any owner of property that is not owned by a residential Owner.

4. Developed Property shall mean any property having a structure of any kind located thereon.

5. Dump shall means to dump, throw, discard, place, deposit, distribute, attach, dispose of, or to cause to be dumped, thrown, discarded, placed, deposited, distributed, attached, or disposed of.

6. Excluded Waste shall mean radioactive, highly flammable, explosive, volatile, corrosive, biomedical, biohazardous, toxic, pathological, infectious, or hazardous waste as defined by law.

7. Level of Service shall mean the type, number and frequency of commercial collection of solid waste containers from properties within the city.

8. Motor vehicle shall means an automobile, motorcycle, truck, trailer, semitrailer, truck tractor, or semitrailer combination or any other similar vehicle.

9. Person shall means any individual, firm, entity, sole proprietorship, partnership, corporation, or unincorporated association.

10. Residential Curbside Solid Waste Collection shall mean the collection of solid waste from a residential customer, in a residential solid waste container or consisting of uncontained solid waste, recyclables and yard waste, placed at the edge of the nearest right-of-way, including a street or alley way, adjacent to real property within the city limits, only.

11. Residential Owner shall mean the owner of developed property within the city limits having fewer than six (6) residential dwelling units as defined by the city's Land Development Code.

12. Residential Solid Waste Container shall mean a solid waste container designed for and used by residents in dwellings having fewer than six (6) residential units, which may also be used by small commercial businesses or in conjunction with commercial solid waste containers by other commercial businesses or residents in multi-family dwellings having greater than five (5) residential units, having a capacity of less than fifty (50) gallons which may be manually collected for disposal into the rear of a solid waste collection vehicle, or having a capacity of less than one hundred (100) gallons collected through the use of a mechanical lifting and dumping apparatus.

13. *Solid Waste* ~~*Garbage, trash or other waste matter*~~ shall mean all garbage, rubbish, waste, trash, or debris of any kind. For the purposes of this section, this includes, but is not limited to: refuse, cans, bottles, boxes, containers, papers, leaflets, circulars, advertising materials, tobacco products, tires, appliances, mechanical equipment or parts, building or construction materials, tools, machinery, ~~vessels, aircrafts, farm machinery or equipment, sludge,~~ decaying vegetative matter, ~~exposed salvageable material or~~ other manmade materials, refuse from residential, commercial, or industrial activities, animal waste, recyclable material, personal items, including clothing and household goods, kitchen and table food waste or other waste that is attendant with or results from the storage, preparation, cooking or handling of food material, wood scraps, yard waste, tree or landscape debris and rotting fruit, cardboard, cloth, glass, rubber, plastic, carpet, ~~discarded vehicles,~~ vehicle tires or other vehicle or watercraft fixtures or parts, household goods and appliances, tools and equipment that are broken, derelict, or otherwise in disrepair, or substance in any form resulting from domestic, industrial, commercial, ~~mining,~~ ~~agricultural,~~ or governmental operations.

14. *Solid Waste Collection Services Provider* shall mean an entity that is in the business of, and qualified and licensed for, providing solid waste collection services pursuant to a franchise authorized by the city and designated as the city's solid waste collection services provider.

15. *Solid Waste Collection Vehicle* shall mean a truck designed and used for the collection and disposal of solid waste, either manually or through the use of a mechanical lifting and dumping apparatus.

16. *Solid Waste Container* shall mean any container or receptacle used and kept for the purpose of storing solid waste for collection and disposal by an appropriate solid waste collection services provider.

17. *Special Commercial Collections* shall mean commercial collections in addition to the regular level of service for any property.

18. *Special Pickup Solid Waste* shall mean solid waste items that are too large or heavy to be placed inside of a residential solid waste container.

19. *Uncontained Solid Waste* shall mean solid waste placed adjacent to a solid waste container or at the regular solid waste collection site on the property, that may include, without limitation, any bagged, boxed, or bundled solid waste other than special pickup solid waste. Bundled yard waste and Christmas trees shall be included in this definition.

20. *Undeveloped* shall mean having no structure of any kind thereon, which status shall continue until the issuance of a certificate of occupancy for new construction or the initiation of commercial collection, if applicable, whichever occurs earlier.

21. *Vessel* shall means a boat, barge, or airboat or any other vehicle used for transportation on water.

22. Yard Waste shall mean brush and plant-based debris, except fruit, including without limitation limbs, leaves, stems, and flowers that is not contained in a solid waste container.

**Sec. 10-21. Prohibitions ~~Burying or burning garbage, trash, vegetation.~~**

- (a) ~~Burying or burning~~ *Prohibited*. The burying or burning within the city limits of any solid waste ~~garbage, trash, trees, palmetto stumps~~ or other items of a like nature is hereby ~~determined by the city council to be detrimental to the best interest of the general health and welfare of the city and is hereby prohibited.~~
- (b) ~~Dumping~~ *prohibited*. Unless otherwise authorized by law or permit, it is unlawful for any person to dump solid ~~garbage, trash, or other waste matter~~ in any manner or amount within the city limits:
  - (1) In or on any public highway, road, street, alley, or thoroughfare, including any portion of the right-of-way thereof, or any other public lands, except in containers or areas lawfully provided therefore. When any garbage is thrown or discarded from a motor vehicle, the operator or owner of the motor vehicle, or both, shall be deemed in violation of this section;
  - (2) In or on any freshwater lake, river, canal, or stream or tidal or coastal water of the county. When any garbage is dumped from a vessel, the operator or owner of the vessel, or both, shall be deemed in violation of this section; or
  - (3) In or on any private property, unless prior consent of the owner has been given, and unless such solid waste litter will not cause a public nuisance or be in violation of any other state or local law, rule, or regulation, and the same is deposited in a proper solid waste container or in a manner otherwise authorized in this chapter for the disposal of solid waste.
- (c) ~~*Burden of proof.*~~ In enforcing this section, the burden of proof shall be on the person accused of violating this section to prove that he or she had authority to dump the garbage and that such dumping did not cause a public nuisance.
- (d) ~~Enforcement of other regulations~~. This section does not limit the authority of any state or local agency to enforce other laws, rules, or ordinances relating to litter, garbage, trash, refuse, or solid waste management.
- (e) ~~Special requirements~~. Refrigerators and similar equipment which are being discarded shall have the doors removed and shall be removed ~~discarded~~ from the property within twenty-four (24) hours of being placed on the exterior of the property. ~~It shall be unlawful for any person to dump or otherwise deposit any garbage, trash or other waste matter within the incorporated territorial limits of the city other than in a private garbage can upon the premises of the person involved.~~
- (f) ~~Excluded waste~~. No excluded waste shall be deposited or allowed by any property owner in or around any solid waste container of any kind within the city.

**Sec. 10-3. Solid waste collection ~~Motor vehicles for the collection of garbage or trash.~~**

- (a) ~~It shall be unlawful for any person to park or store a~~ Any solid waste collection ~~motor vehicle which is designed or used for the collection of trash, refuse or garbage within this city during the intervening hours between sunset and sunrise, unless such motor vehicle shall be~~

thoroughly cleaned, sanitized and deodorized of all such solid waste, shall be properly stored or parked only in a facility licensed for the same, and shall not be parked upon any public property or right-of-way garbage, trash or refuse.

- ~~(b) It shall be unlawful for any person to allow or permit any such motor vehicle as described in subsection (a) to be parked or stored on the property which is owned, possessed or controlled by such person, during the intervening hours between sunset and sunrise, unless such motor vehicle shall be thoroughly cleaned, sanitized and deodorized of all such trash, refuse or garbage; or unless the motor vehicle is disabled by a malfunction which prevents the cleaning, sanitization and deodorization thereof and the motor vehicle is parked at a garage within this city, for the express purpose of accomplishing the repair of the disability or malfunction.~~
- ~~(c) A violation of this section shall be punished in the manner provided in section 1-14 and each day that such a violation continues to exist shall be deemed to be a separate and distinct offense.~~

#### **Sec. 10-4. Disposal of yard waste debris.**

- (a) On properties receiving residential curbside solid waste collection, yard waste may be placed at the regular solid waste collection site on said property in accordance with the regular solid waste collection schedule, so long as the yard waste is placed in a solid waste container or bag, or is cut into lengths of less than four (4) feet, tied in bundles weighing less than fifty (50) pounds, and contains tree limbs no larger than six (6) inches in diameter. The solid waste collection services provider shall remove the yard waste described in this subsection in accordance with the regular solid waste collection schedule for each property receiving residential curbside solid waste collection services as part of the regular solid waste collection service provided to each such property.
- (b) Residents or private contractors employed by residents of the city shall be permitted to place ~~vegetation and vegetative~~ yard waste debris collected and removed from residential property in the public right-of-way adjacent to the residential property from which the same was collected and removed, outside the traveled portion of any street, alley or sidewalk, or in an area designated by the city as a community collection area, for collection pickup by permitted private haulers or the city public works department, as provided in this subsection. All ~~vegetation and vegetative~~ yard waste debris collected and removed from a property shall remain for pick up at its designated location. The relocation by any person of ~~vegetation or vegetative~~ yard waste debris collected and removed from a property to any public or private property, other than the public right-of-way adjacent to the property from which the same was collected and removed, or a community collection area, shall constitute illegal dumping and a violation of this section. The city manager may designate a community collection area pick up location for ~~vegetation and vegetative~~ yard waste debris as deemed in the best interest of the city. Any and all ~~vegetation or vegetative~~ yard waste debris placed in any public right-of-way shall not interfere with any sidewalks, residential property, stormwater drainage or vehicular traffic. All ~~vegetation and vegetative~~ yard waste debris placed under this subsection shall be cut into lengths of less than six (6) feet, unbundled, without containers of any kind, with no tree limbs greater than eight (8) inches in diameter. All leaves shall not be placed in plastic bags, boxes, or any other type of container. ~~(b) The placement of vegetation and vegetative~~ yard waste debris as provided in this subsection shall ~~only~~ be permitted any day

between sunrise and sunset ~~each day~~, without regard to the regular solid waste collection schedule for said property.

- (c) The ~~vegetation or vegetative~~ yard waste debris generated from the substantial or total removal of the vegetation from trees having a trunk diameter greater than eight (8) inches diameter at breast height (dbh) shall not be placed in any right-of-way or other public or private property.
- ~~(d) It shall otherwise be unlawful for any person to place or dump, or cause to be placed or dumped, any vegetation, yard debris, garbage, trash, refuse, roofing materials, tires, or other waste materials of any kind or character whatsoever in the public right of way within the jurisdictional limits of the city.~~
- ~~(de)~~ All private contractors removing ~~vegetation and vegetative~~ yard waste debris from properties within the city limits shall be licensed, bonded, and have sufficient company identification on all vehicles and equipment used for such activity.
- ~~(ef)~~ All private contractors removing ~~vegetation and vegetative~~ yard waste debris from properties within the city limits shall set up proper maintenance of traffic, whether a permit is required or not, and shall not block public sidewalks when performing work within city rights-of-way.
- ~~(g) Any violation of this section shall be punished in the manner as provided in section 1-14 or otherwise in this Code. Each day the violation continues to exist shall be deemed a separate and distinct offense.~~
- ~~(fh)~~ Nothing contained herein shall be deemed to authorize the placement of ~~vegetation or vegetative~~ yard waste debris in or on any public or private property not specifically authorized under this section, including, without limitation, any public park, public building or undeveloped property.

#### **Secs. 10-5. Penalty.**

A violation of this chapter shall be punished in the manner provided in the Code of Ordinances for violations of the Code of Ordinances, and each day that such a violation continues to exist shall be deemed to be a separate and distinct offense.

#### **Sec. 10-6. Administration.**

The city manager shall have full authority to administer the provisions of this chapter and shall exercise all powers of the city specifically included herein not otherwise prohibited, including the power to address matters not specifically identified in this chapter but which are contemplated by the terms hereof for the successful operation of the city's solid waste collection services system, as determined by the city manager, including without limitation requiring or allowing different levels of service as necessary to provide for the safe, sufficient and aesthetic storage and removal of all solid waste in the city.

#### **Secs. 10-7 5—10-20. Reserved.**



## ARTICLE II. SOLID WASTE COLLECTION

### DIVISION 1. - GENERALLY

#### Sec. 10-21. Hauling of certain garbage prohibited.

It shall be unlawful for any person to haul solid waste ~~garbage or other refuse~~ of any kind ~~which has an offensive odor or which might be injurious or dangerous to the health of the inhabitants of the city~~ unless such vehicle in which the materials are being transported is covered or enclosed so as to prevent the falling off of the materials or any portion thereof and to prevent the offensive odors emitting therefrom.

#### Sec. 10-22. Placement of waste for collection.

The collection site for all solid waste ~~garbage, trash and refuse~~ shall be at the immediate proximity of the avenue or street side of the customer's real property estate lot and all solid waste ~~eans, containers~~ or packages containing solid waste ~~garbage, trash and refuse~~ shall be placed and positioned as close as possible to the surface of such avenue or street, but shall not be placed in any manner whereby the same will constitute an obstacle, impairment or interference with vehicular or pedestrian traffic; provided, however, that where the customer's real property estate lot abuts an alleyway that has been approved for collection as provided in this article, the collection site may be located as close as possible to the alleyway in such a manner that the same does not create an obstacle, impairment or interference with vehicular or pedestrian traffic along such an alleyway. All solid waste ~~receptacles and mechanical~~ containers shall be maintained in good condition and repair. All such receptacles shall be provided with a cover sufficiently tight to prevent flies or other insects from having access to the contents of such receptacles. Containers in which wet solid waste ~~garbage or trash matter~~ is placed shall be watertight. All solid waste ~~garbage eans and mechanical~~ containers shall be subject to inspection by the city at any time and may be rejected as appropriate. The city council may establish uniform approved solid waste containers ~~trash receptacles~~ for different types of properties as it deems necessary, and any owner or occupant of any such property so designated shall place all solid waste ~~refuse~~ in such approved container ~~receptacle~~, only, and no other solid waste containers ~~receptacles~~ shall be allowed on such property.

#### Sec. 10-23. Collection from alleys.

Pursuant to a written request by any customer whose real property estate lot abuts an alleyway or the solid waste collection services provider ~~any holder of the solid waste collection franchise~~ whose collection route includes real properties estate lots which abut an alleyway, the city council may adopt a resolution to establish collection sites along such alleyways subject to the following conditions:

- (1) Written notice must be provided to the solid waste collection services provider ~~franchisee~~ or customer who will be subjected to the mandate of such a resolution. The notice shall be mailed, by certified mail, return receipt requested, to such franchisee and by regular United States mail to such customer at least thirty (30) days prior to the meeting of the city council where the adoption of such a resolution will be considered by the city council, and the time, date and place of the meeting together with a statement that the franchisee or customer shall have the right to be heard at the meeting on whether the resolution should be adopted, shall be included in the notice;

- (2) All customers whose real property estate lots abut on such an alleyway shall be required to locate their ~~cans~~, solid waste containers and packages for collection, at collection sites, at the near proximity along the route of any such alleyway if the city council, after due consideration, adopts such a resolution; and
- (3) Such a resolution shall be adopted only if the alleyway has a safe road surface and is not obstructed by trees, bushes, structural improvements, power or telephone poles or any other obstruction and is sufficient to accommodate the movement of the permit holder's collection vehicles or the accommodation of the permit holder's other equipment.

#### **Sec. 10-24. Duties of collector, property owner fees.**

(a) ~~The holder of the solid waste collection services provider franchise, and any special permit holder as required in section 10-41, shall clean, sweep, collect and remove any solid waste garbage, trash, refuse or residue which may be spilled or is scattered, loose or otherwise uncovered at or within the immediate proximity of the solid waste garbage cans, trash cans or other containers or packages of uncontained solid waste, garbage, trash or refuse so that upon such collection there shall be no scattered, loose or otherwise uncovered residue of any solid waste garbage, trash or refuse at the collection site; provided, that all solid waste garbage is enclosed, by the customer, in a solid waste garbage can, receptacle, or other waterproof container, and that all or is uncontained solid waste trash is properly packaged by the customer.~~

(b) Each property owner or occupant within the city shall be charged a solid waste collection service fee, as determined from time to time by ~~resolution of the city council~~ providing for the removal and collection of all solid waste ~~garbage, trash or refuse~~ from each property owned thereby in accordance with this chapter. The solid waste collection service fee for each property shall be determined by assessing the actual cost to the city of providing the collection service to each type of property within the city, together with appropriate administrative fees, including any fee imposed by the tax collector or property appraiser for non-ad valorem assessments, or billing fees, as applicable, and the franchise fee due from the solid waste collection services provider franchisee. The fee for properties ~~having receiving residential curbside solid waste collection dwellings of five (5) or fewer than six (6) units, including single family dwellings, hereafter referred to as "residential collections"~~, shall be a uniform fee for each residential unit, as determined by the city council ~~by resolution~~. The fees for properties receiving commercial, industrial, government, institutional, and multi family properties with greater than five (5) dwelling units, hereinafter referred to as "commercial collections", shall be based upon the level of service number, size and frequency of collection of the solid waste containers receptacles used on each such property. The city council shall set the rate for commercial collections for each such property annually, based upon the most recent level of service data for each such property. The city manager may adjust the rate charged for any commercial collection at a property where sufficient evidence is made available to the city that there has been an established, consistent, long-term change in the level of service to the property served, ~~through the number, size or frequency of collection of the receptacles at said property~~. For the purpose hereof, ~~"undeveloped" properties shall not be subject to a solid waste collection service fee. mean having no structure of any kind thereon, which status shall continue until the issuance of a certificate of occupancy for new construction or the initiation of commercial collection, if applicable, whichever occurs earlier.~~ In the event a property changes its collection status from residential, collection to commercial or undeveloped to another status collection, or vice versa, the service fees shall be adjusted

accordingly upon the next billing cycle, pro rata to account for any undercharge or overcharge. The city council shall determine from time to time ~~by resolution~~ whether to bill property owners for the solid waste collection fee or whether to assess the same using the uniform non-ad valorem collection method. ~~The city council may provide for special pick-ups included within the residential collection fees.~~ The cost for special pick-ups in excess of those included in the residential curbside solid waste collection fee shall be determined by, and paid to, the solid waste collection services provider franchisee, per the franchise agreement therewith.

#### **Sec. 10-25. Collection hours, days.**

~~Those~~ The solid waste collection services provider franchisee shall only be permitted to collect solid waste ~~garbage, trash, refuse and recyclable materials~~ between the hours of 6:00 a.m. and 7:00 p.m. on Mondays and Thursdays ~~for within those residential~~ curbside solid waste collection areas of the city where single or multiple family structures exist, and garbage cans for ~~garbage, trash or refuse, or blue bags for recyclable materials, are used.~~ No collection of solid waste ~~garbage, trash, refuse or recyclable materials~~ within said residential areas of the city shall be permitted on any other day of the week, except in the event the following holidays fall on a Monday or Thursday:

- (1) New Year's Day,
- (2) Dr. Martin Luther King, Jr. Birthday
- (3) Memorial Day,
- (4) Juneteenth,
- (5) Independence Day,
- (6) Labor Day,
- (7) Veterans' Day,
- (8) Thanksgiving Day,
- (9) Day after Thanksgiving, or
- (10) Christmas Day.

In the event any of the above listed holidays fall on a Monday or Thursday, the franchisee shall collect such solid waste ~~garbage, trash, refuse or recyclable materials~~ on the holiday or on the day immediately following the holiday.

Notwithstanding the foregoing, commercial collections may be made between the hours of 6:00 a.m. and 7:00 p.m. on any day of the week, except Sundays.

#### **Sec. 10-26. Solid waste collection charges. ~~Penalty.~~**

~~Any person who violates any of the provisions of this article shall be subject to a penalty as prescribed by section 1-14.~~

(a) Service generally. Each owner of property within the city limits shall have solid waste collection services provided by the city's solid waste collection services provider, pursuant to this chapter. Residential owners shall be provided continuous residential curbside solid waste collection services for each dwelling unit on any developed property without any further action or

agreement of the owner for the collection of solid waste from said owners' property. Commercial owners shall be required to order the necessary level of service for the continuous collection of solid waste from said owners' property directly from the solid waste collection services provider.

(b) *Billing.* Each property owner in the city shall be billed by the city on a periodic basis for solid waste collection services on the billing cycle set by the city. All charges billed shall be due and owing within fifteen (15) days of the date billed. Residential curbside collection services shall be billed in advance and all other accounts shall be billed in arrears. Credit card payments may be accepted, subject to imposition of any processing fees incurred by the city as set forth in the city's fee schedule. Any unpaid charges shall be subject to the recording in the public records of a lien against the property for which said charges were billed if the same are overdue for at least thirty (30) days, which lien shall be a priority lien of the same dignity as ad valorem taxes as allowed by law. Annually, the city council may approve a non-ad valorem assessment against any property having unpaid solid waste collection service charges as set forth herein. The assessment roll shall be approved by the city council and provided to the Pasco County Property Appraiser and Pasco County Tax Collector within the time provided by law for the placement of said unpaid charges on the tax bill for the subject property. All unpaid and overdue charges shall be subject to interest at the rate of eight percent (8%) per annum. By further action of the city council, all solid waste collection, or any portion thereof, may be assessed as a non-ad valorem assessment for each property, in lieu of the billing method set forth herein.

(c) *Residential collection.* Each residential owner in the city shall be billed the solid waste collection fee imposed by the city periodically for each dwelling unit on said owner's developed property within the city regardless of the use of said collection services, as provided in subsection (b) hereof. If the property of any residential owner is located within a community association area, and said association has entered into an agreement with the city to be responsible for and pay all solid waste collection fees for each of the properties within said subdivision on a form provided by the city, all billing for the properties identified in the agreement shall be submitted to the responsible community association. The city reserves the right to bill each residential owner if the community association fails to pay the solid waste collection fees subject to said agreement when the same are due, or collect the fees through the non-ad valorem assessment method if approved by city council.

(d) *Commercial collection.* Each commercial owner in the city shall be billed the solid waste collection fees imposed by the city for the level of service provided. Each commercial owner shall have the right to change the level of service for said owner's property no more often than once each ninety (90) days, which change shall become effective on the next billing cycle at least fifteen (15) days after the city is notified of the change in level of service for said commercial owner by the solid waste collection services provider. Notwithstanding the foregoing, special commercial collections may be provided to each commercial customer at the rates approved by the city council for each collection of each type of container, and may include temporary solid waste containers. Each commercial owner's account may be adjusted periodically to address changes in level of service upon submittal of sufficient information to the city to justify said adjustment at the city's discretion, or if the city determines an adjustment is otherwise necessary for any reason.

(e) Special pickup. Each residential customer receiving and entitled to residential curbside solid waste collection shall be entitled to receive up to two (2) collections annually of special pickup solid waste without charge. Collection of special pickup solid waste shall be arranged by said customer with the solid waste collection services provider. Said customer shall pay the solid waste collection services provider, directly, for any special pickup solid waste collections in excess of the annual number provided herein, upon being billed by the provider for the same at the rates approved by the city council from time to time. Each special pickup solid waste collection shall be limited to special pickup solid waste items weighing no more than 100 pounds each and no larger than three (3) cubic yards in size. By January 31 of each year, the solid waste collection services provider shall provide the city an accounting of special pickup collections billed in the prior calendar year and the city shall deduct the ten percent (10%) franchise fee applicable to said collections from any sums due and owing to said provider. The city may conduct an audit of the solid waste collections services provider's records from time to time to verify the accuracy of the reporting made of the special pickup collections for any time period.

(f) Residential service interruption. Each residential curbside solid waste collection customer may request discontinuance of solid waste collection services for a period of no less than three (3) consecutive months, so long as the water account is in the name of said owner, the water service is discontinued for the same duration as the solid waste services, and both the solid waste and water account are current. The owner shall pay a service interruption fee and a resumption of service fee in the amount determined by city council.

## **DIVISION 2. – SOLID WASTE COLLECTION FRANCHISE, SPECIAL PERMITS**

### **Sec. 10-41. Required.**

It shall be unlawful for any person to engage in the business enterprise of collecting, transporting or disposing of solid waste ~~garbage, trash or refuse~~ within ~~this the city limits~~ or to use the streets, alleys or rights-of-way of this city for such purpose, regardless of whether such person is required by law to hold a local business tax receipt issued by this city, without first being issued a solid waste collection franchise or special permit by the city council and entering into a franchise agreement with the city, the form of which shall be approved by the city council. ~~For purposes of this chapter of the New Port Richey City Code and all sections hereof, "solid waste" shall mean and include all garbage, trash or refuse, roll-off services of construction and demolition debris (hereinafter "C&D"), special waste, and special pickups of seasonal trash and debris, but does not include the collection of "recovered materials" as defined in F.S. § 403.703, as regulated pursuant to F.S. ch. 403.~~ The city council shall from time to time award a solid waste collection franchise to a single solid waste collector for all properties within the city for such term as the city council may authorize for the collection of all solid waste within the city other than C&D. In addition, the city council may issue annual special permits for collectors of C&D, only, to such collectors in the business of providing such services. The solid waste collection franchisee shall also obtain an annual special permit in accordance with this article in order to collect C&D.

### **Sec. 10-42. Qualification.**

In order for any person or entity to qualify for the solid waste collection franchise or a special permit as required by this division, the city council shall determine by competent, substantial

evidence that such person or entity has complied with the following criteria. Such person or entity shall:

- (1) Own, possess, lease or otherwise maintain or control the necessary equipment of a type, design and specification which is generally manufactured for the collection of solid waste ~~garbage, trash and refuse~~ in sufficient quantity to assure the prompt, sanitary and efficient collection, transportation and disposition of the solid waste ~~garbage, trash and refuse~~ which is to be collected by such person or entity within this city in the performance of such a business; provided, however, that the body of all solid waste ~~garbage~~ collection vehicles used by such person or entity shall be watertight to the extent that it shall be impossible for water or other liquids to escape prior to the unloading of the contents thereof at the disposal area and all packer vehicles so listed shall have an enclosed cab, well located handrails, adequate door fastenings, hydraulic unloading capabilities, and ample racks or supports for tools, containers and other equipment and all such vehicles shall have adequate cover to prevent the contents thereof from falling, spilling or being blown from any such vehicle while in transit and all such vehicles shall be adequate in number and type to perform, satisfactorily, the duties prescribed for the same and shall be maintained in good mechanical condition; provided, however, that all such vehicles or other equipment shall also conform to any requirements as prescribed by the laws of the state or the rules and regulations of the state department of health and rehabilitative services, the state department of pollution control and any other governmental agency having jurisdiction to prescribe the type, standards or specifications of any such vehicles or equipment;
- (2) Employ, supervise, manage and control a required number of qualified employees who are necessary in order to operate and maintain such equipment so that the use thereof will conform with the requirements of this chapter ~~article~~ and all other laws, rules or ordinances;
- (3) ~~If the solid waste collection services provider,~~ Own, possess, lease or otherwise maintain or control the necessary collection equipment and employ, supervise, manage and control the required number of competent employees to ensure that the residential, commercial and industrial solid waste ~~customers of such applicant~~ will receive collection service at a frequency of not less than two (2) times per week, between the hours of 6:00 a.m. and 7:00 p.m. on Mondays and Thursdays within those residential areas of the city where single or multiple family structures exist, and solid waste containers ~~garbage cans~~ for solid waste ~~garbage, trash or refuse, including or blue bags for~~ recyclable materials, are used, at intervals of not less than three (3) calendar days between collections during such a workweek except during weeks which contain legal holidays in which event the applicant shall possess the necessary equipment and employ the necessary personnel to ensure that there will be a collection of solid waste ~~garbage, trash and refuse~~ from those customers receiving such service on the day immediately following the holiday, if the holiday occurred on the day which was scheduled for collection, and recycling collection services of not less than one (1) time per week;
- (4) Be insured by a comprehensive liability insurance policy in an amount not less than one million dollars (\$1,000,000.00) per person bodily injury, two million dollars (\$2,000,000.00) per occurrence, and one hundred thousand dollars (\$100,000.00) property damage per occurrence, and that the employees of such person are properly

insured as required by F.S. ch. 440, and that the insurance shall be evidenced by delivering a certificate of such insurance with the application for such the solid waste collection franchise or a special permit;

- (5) Indemnify and hold the city harmless against any and all losses, claims, damages, suits or actions for personal injury or property damage arising from the collection of solid waste by the permit holder or franchisee, including all attorneys' fees incurred by the city in any legal or administrative proceeding and all appeals thereof;
- (6) If the solid waste collection franchisee, maintain an office within the city limits of New Port Richey, Florida, sufficiently staffed and open from 9:00 a.m. to 4:00 p.m. Monday through Friday, except on legal holidays, to field customer inquiries and complaints;
- (7) Have installed and functioning on all trucks a global positioning system monitor and cameras providing digital video images emanating from all four (4) sides of each truck; and
- (8) Have the capacity and willingness to comply with all applicable local, state, and federal laws, rules, and regulations.

#### **Sec. 10-43. Application.**

The application for the solid waste collection services provider shall be in the form approved by the city as a request for proposals from time to time as needed to award a contract to such provider. The application for a special permit as required by this division shall be on a form provided by the city, by May 1 of each year for the following calendar year, which shall list the following information:

- (1) The name, street address and mailing address of the principal place of business and branch locations of the person or persons to be granted such a special permit or if the applicant is a partnership, corporation, joint venture or other business entity, the application shall set forth the name or names, street addresses, and mailing addresses of the principal officers thereof, the name or names, street addresses and mailing addresses of the person or persons who are to be the manager, supervisor or executive employee of such entity as well as the street address and mailing address and location of the principal place of business and any branch offices of such partnership, corporation, joint venture or other business entity;
- (2) A full description of all of the equipment owned, possessed, leased or otherwise maintained or controlled by the applicant which will be used in the collection, transportation and disposition of such garbage, trash and refuse and the exact location and method where the same will be disposed of; provided, however, that if the location of the disposal site is outside of the city, the applicant shall produce, in writing, from the officials of the county or municipality in which such location exists that the disposal site has been approved by the governing body of such county or municipality and any condition pertaining to such approval shall also be set forth in the application;
- (3) A complete list of the names, ages and addresses of all employees who will be employed by the applicant by the business enterprise within this city and the exact duties which will be performed by any such employee; provided, however, that if the applicant is issued such a special permit and subsequent thereto there is a change in the list of

employees, the applicant shall, within seventy-two (72) hours from the date of such change, notify the city clerk, in writing, by providing the city clerk with a current, corrected list of all such employees;

- (4) The number of commercial collection accounts, which shall be itemized with the number, size and frequency of collection for each receptacle at each commercial collection property served, along with the date and nature of any change in service during the prior year;
- (5) A complete rate schedule of the respective rates that such applicant intends to charge for ~~residential and commercial~~ C&D collections for the upcoming calendar year if a special permit is issued to the applicant by the city council;
- (6) ~~A statement by the applicant that collection of garbage, trash and refuse shall be available for each such account at a frequency of no less than two (2) times per week at intervals of not less than three (3) calendar days between collections for the solid waste collection franchisee, or at such other frequencies and intervals of time as the applicant and the customers shall agree upon for C&D;~~
- (7) A statement by the applicant that all collection equipment shall be of a type as generally manufactured for the collection of refuse and a listing of all such equipment shall be included as provided in this section. A service fee in an amount determined by ~~resolution~~ of the city council and payable to the city shall accompany the application.

#### **Sec. 10-44. Public notice of hearing ~~on application~~.**

A public notice of the hearing on the award of the solid waste collection franchise or application for the issuance of a special permit as required by this division shall be published in a newspaper which is published in the city at least ten (10) days prior to the date of the hearing at which the application will be considered by the city council and the notice of hearing shall be in the following form:

##### *Notice of Public Hearing*

Please take notice that an application for a ~~special permit~~ or franchise to collect, transport and dispose of garbage, trash and refuse has been made to the city council of New Port Richey, Florida by \_\_\_\_\_ of \_\_\_\_\_, and that a hearing on said application will be held in the city council chambers at the Municipal Building, 5919 Main Street, New Port Richey, Florida, commencing at the hour of 7:00 o'clock p.m. or as soon thereafter as the matter may be heard, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

All persons who are residents of said city or otherwise have valid evidence pertaining to said application are invited to attend said hearing and to be heard by said city council pertaining thereto.

\_\_\_\_\_  
City Clerk

#### **Sec. 10-45. Criteria for issuance.**

- (a) After reviewing the application for a special permit or the solid waste collection services franchise as required by this division at a duly convened meeting of the city council, written notice of which shall be provided to the applicant, by certified mail at least ten (10) days prior to the meeting, the city council shall ascertain and determine that the:



- (1) Equipment listed by the applicant is of such a nature that the same will meet the specifications as required in this article;
  - (2) Applicant owns or possesses sufficient equipment and employs a sufficient number of employees to provide service to the number of customers listed on the application in accordance with the frequency and intervals of collection that is required in order to ensure that solid waste ~~garbage, trash and refuse~~ is collected, transported and disposed of, as required in this chapter article;
  - (3) Applicant is duly qualified to perform the solid waste collection for which the permit or franchise is awarded; and
  - (4) Applicant is insured by a comprehensive liability insurance coverage in an amount not less than one million dollars (\$1,000,000.00) per person, bodily injury; two million dollars (\$2,000,000.00) per occurrence; and one hundred thousand dollars (\$100,000.00) property damage per occurrence.
- (b) If the city council shall determine that the applicant complies with the requirements of this article, the city council may issue a special permit or franchise providing therein such terms and conditions as the city council shall determine to be necessary in order to ensure that the applicant shall comply with the provisions of this chapter article. The granting of such a special permit shall not be construed as the grant of a franchise or of a vested right nor shall such special permit become coupled with an interest and such permit may be revoked or suspended by the city council upon the showing of good cause. The solid waste collection services franchise may be revoked upon good cause and shall not create a vested right or a permit coupled with an interest.

#### **Sec. 10-46. Non-transferability.**

The special permit or solid waste collection services franchise authorized by this article shall be nontransferable so that any person or entity that intends to succeed to the business interests of a permit or franchise holder shall file an application for such special permit or franchise and comply with the other procedural and substantive requirements of this article in order to qualify for the issuance of such a special permit or franchise.

#### **Sec. 10-47. Revocation or suspension.**

- (a) The city council may revoke or suspend any special permit or franchise if the city council shall determine that the permit or franchise holder has failed to:
  - (1) Provide adequate and satisfactory service as required by the special permit or franchise;
  - (2) Maintain proper equipment and personnel for the collection and disposal of solid waste ~~garbage, trash and refuse~~ as required by the special permit or franchise;
  - (3) For a solid waste collection services provider, mMaintain a timely schedule of pickups within the frequency and duration of time for such pickups as prescribed in this chapter article;
  - (4) Dispose of solid waste ~~garbage, trash or refuse~~ in a manner prescribed by the state department of health and rehabilitative services or in an approved sanitary landfill; or
  - (5) Maintain comprehensive liability insurance coverage as required by this article.

- (b) If a complaint is filed with the city council and the city council deems it advisable to inquire into the matter of such complaint, and if the complaint is of such a nature that the special permit or franchise can be suspended or revoked, the city council shall adopt a resolution directed to the permit or franchise holder which shall specify therein the exact nature of the charges or complaints which have been filed against the same permit holder, the name and residence address of the person or persons making such complaint, a list of the names and addresses of all material witnesses who are available to testify in regard to the complaint, and a notice of hearing which shall be held no less than ten (10) days nor more than thirty (30) days after a copy of the resolution has been served upon the permit or franchise holder in accordance with the provisions of F.S. chapter 48, which pertains to service of process. The resolution shall also specify the time, date and place where the hearing will be held on such complaint and shall advise the permit or franchise holder that he is entitled to be represented by counsel at the hearing. Upon the hearing of testimony and the receipt of evidence, if the city council shall, by competent and substantial evidence, determine that the charge or complaint against the permit or franchise holder is true and correct, the city council may then revoke or suspend the special permit or franchise, or if the charge or complaint is not established by substantial, competent evidence, then such charges shall be dismissed. If the city council, by substantial, competent evidence, does not find the misconduct on the part of the permit or franchise holder to warrant a revocation or suspension, but that the same does warrant a citation or the imposition of additional conditions on the special permit or franchise of the permit or franchise holder, the city council shall so stipulate in writing.

#### **Sec. 10-48. Renewal.**

All special permits as authorized in this article shall be renewable from year to year and shall be effective between January first and December thirty-first of each such year or that portion thereof from the date of issuance until the next succeeding thirty-first day of December. The renewal of special permits as required in this article shall be subject to the same application and hearing requirements as specified in sections 10-43 through 10-45 and the hearing for the annual renewal thereof shall be held no later than November fifteenth of each such year. The city council, after considering the renewal application and after hearing all relevant evidence pertaining thereto, may approve the renewal of such permit for the ensuing year if the applicant shall establish, by competent substantial evidence, that such a renewal is consistent with the health, safety, welfare and hygiene of the residents of the city.

#### **Sec. 10-49. Franchise agreement.**

- (a) The franchise agreement required by section 10-41 shall be in addition to all other provisions of this division, including the required special permit. No person shall utilize public rights-of-way, alleys, streets, and other public infrastructure within the city for the purpose of engaging in the business enterprise of collecting, transporting or disposing of solid waste ~~garbage, trash or refuse~~ within this city without first entering into a franchise agreement with the city, the form and terms of which shall be set by ~~resolution~~ of the city council.
- (b) A person may not execute a franchise agreement with the city unless and until they have met all requirements contained in this article and obtained a special permit pursuant to this division and which is valid and in good standing.

- (c) Upon execution of the franchise agreement, the person shall be considered a "franchisee" with all benefits and privileges set forth in the franchise agreement and must at all times comply with all requirements set forth in this ~~chapter article~~, the franchise agreement, as well as any and all laws, rules, regulations, ordinances, and orders of regulatory bodies applicable to the business enterprise of collecting and transporting or disposing of solid waste ~~garbage, trash or refuse~~ within this city. Failure of the city or any governmental agency to take action on any violation shall not relieve the franchisee of compliance nor be deemed a waiver of franchisee's obligation to comply with all such requirements and laws.
- (d) Franchise fees:
- (1) Each franchise agreement shall provide for payment of franchise fees from the franchisee to the city as compensation for the rights and benefits granted hereunder, including but not limited to, the right to engage in the business enterprise of collecting, transporting or disposing of solid waste ~~garbage, trash or refuse~~ within this city and the right to utilize public rights-of-way, alleys, streets, and other public infrastructure within the city and all benefits associated therewith.
  - (2) The franchise fee shall be based on the collected revenues of the franchisee, or the city as to the solid waste collection services provider, and shall be in the form of a percentage set by ~~resolution of~~ the city council. Use of a billing method that has the ~~aeffect~~ effect of reducing or avoiding the payment of franchise fees under the franchise agreement shall be cause for immediate termination and revocation of the franchise agreement, without prejudice as to any additional penalties for such actions.
  - (3) For C&D permit holders, franchise fees shall be paid monthly and must be accompanied by a statement of the franchisee's collected revenues in a form prescribed by the city's finance department. Failure to remit the franchise fees and documentation required herein shall be grounds for termination and revocation of the franchise agreement. For the solid waste collection services provider ~~franchise holder~~, franchise fees shall be deducted from any payment remitted to the franchisee by the city.
- (e) The city reserves its right to enter into franchise agreements and grant other similar rights to more than one (1) person, business, or entity. The franchise agreement is not an exclusive right to provide the services described herein within the city, unless provided otherwise in said agreement. The city further reserves its right to provide its services, including but not limited to, the solid waste collection services described herein, to any person. The execution of the franchise agreement, and any renewal thereof, shall not be construed as creating any vested rights. Each franchise agreement shall be terminable and revocable in accordance with its terms and the terms of this article.

**Secs. 10-50—10-57. Reserved.**

### **ARTICLE III. SOLID WASTE CONTAINERS ~~GARBAGE CANS AND DUMPSTERS~~**

#### **Sec. 10-58. Definitions.**

The ~~following~~ words, terms and phrases, ~~when~~ used in this article, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning.:

1. Bumper shall mean a post, curb, or other structure that keeps the dumpster located on the pad when servicing.

2. Commercial Solid Waste Container shall mean a solid waste container designed for and used by commercial businesses and residents in multi-family dwellings, typically collected for disposal through the use of a mechanical lifting and dumping apparatus, and commonly referred to as dumpster, available in various sizes ~~Dumpster shall mean a garbage, trash or other waste material container that is designed and constructed to be mechanically lifted for placement on, or dumping into, a refuse truck. The term dumpster shall include, but not be limited to, compactors and containers commonly referred to as "roll offs."~~

3. Commercial Solid Waste Container Dumpster Pad shall mean the concrete foundation on which the screen is constructed.

4. Commercial Solid Waste Container Dumpster Screen shall mean the enclosure of a commercial solid waste container ~~dumpster and dumpster~~ pad area, including the gate for access to the container dumpster, as provided in this article.

5. Residential Solid Waste Container shall mean a solid waste container designed for and used by residents in dwellings having fewer than six (6) residential units, which may also be used by small commercial businesses or in conjunction with commercial solid waste containers by other commercial businesses or residents in multi-family dwellings having greater than five (5) residential units, having a capacity of less than fifty (50) gallons which may be manually collected for disposal into the rear of a solid waste collection vehicle, or having a capacity of less than one hundred (100) gallons collected through the use of a mechanical lifting and dumping apparatus ~~Garbage can shall mean any container, other than a dumpster, used for garbage, trash, refuse or other waste material, including recycling containers.~~

6. Temporary commercial solid waste container dumpster shall mean a container dumpster used on a construction site or at a special event for a limited, defined time period.

## **Sec. 10-59. Storage generally.**

(a) Residential solid waste containers ~~Single family residential and duplex dwellings~~ shall be stored ~~garbage cans~~ within the side or rear yard on each property, out of view of public streets.

(b) Commercial solid waste containers, ~~including multifamily, garbage can and recycling containers. In all zoning districts, garbage cans and recycling containers shall be stored as far from public streets and adjacent property as is practicable. When stored, all garbage cans and recycling containers shall be screened from public and from adjacent property view at ground level as much as is practicable.~~

(c) Screening for residential solid waste containers used by small commercial businesses by wall, fence, landscape or hedge shall be required as provided in this section permitted. Garbage can and recycling container storage location and screening shall be approved by the development services department. If landscape or hedge is used as screening, it shall be maintained in a condition to present a living, healthy, neat and orderly appearance, and in a manner consistent with the intent of creating a visual barrier. The screen shall be sufficient to block the view of the solid waste container from adjacent properties and rights-of-way.

(d) Residential solid waste containers shall only be placed at curbside for collection after four (4:00) p.m. on the day before the scheduled collection day and shall be removed from the curbside collection area by the end of the scheduled collection day.

**Sec. 10-60. Screening of commercial solid waste containers ~~dumpsters~~.**

(a) Commercial solid waste containers~~Dumpster~~. All commercial solid waste containers ~~dumpsters~~ located within the city shall be screened in accordance with the regulations of this section.

(b) *Screen required.* All commercial solid waste containers ~~dumpsters~~ shall be screened on all sides, and not visible at ground level from the right-of-way ~~street~~ or any adjacent property, with a dumpster screen gate for access to the dumpster.

(c) *Screen design/construction.* The commercial solid waste container ~~dumpster~~ screen shall be constructed of masonry, solid wood, or substantially opaque fencing, designed and installed to completely screen the container ~~dumpster~~ from view. The ~~dumpster~~ screen and gate shall be a minimum of five (5) feet in height, and no more than six (6) feet in height, as measured from grade. There shall be a minimum of two (2) feet of clearance on all sides of the container ~~dumpster~~.

(d) *Pad.* The commercial solid waste container ~~dumpster~~ shall sit on a reinforced concrete pad with bumper. The pad shall be made of three thousand (3,000) psi concrete with a minimum thickness of six (6) inches. The pad shall be constructed so that there is a minimum clearance of two (2) feet on all sides.

(e) Commercial solid waste container ~~Dumpster~~ *screen gate.* The commercial solid waste container ~~dumpster~~ screen gate shall be constructed of substantially opaque fencing material, designed and installed to completely screen the container ~~dumpster~~ from view. The gate shall be construed of suitable heavy gauge materials, secured with sturdy hinges or slides, and latches with the ability to be locked open for windy conditions. The gate shall be kept closed except when the container ~~dumpster~~ is actively being loaded or unloaded, or the container ~~dumpster~~ or ~~dumpster~~ screen are being maintained.

(f) *Florida Standard Building Code.* All construction shall be in accord with the standards required in the Florida Standard ~~Building Code~~ Building Code.

(g) *Location.* The commercial solid waste container ~~dumpster~~ and ~~dumpster~~ screen shall be located in the off-street parking area, within the required yard setback area, and shall not impede visibility or traffic flow. No container ~~dumpster~~ shall be located within any public street, alley, right-of-way or easement. A container and screen ~~dumpster~~ shall be located so as to allow ease of access for collection trucks.

(h) *Nuisance.* No commercial solid waste container ~~dumpster~~ or ~~dumpster~~ screen shall be located, maintained, or allowed so as to result in the violation of chapter 15 (Nuisance), appendix A, Land Development Code of the City of New Port Richey.

**Sec. 10-61. Number, size and type.**

The following standards ~~are to~~ set forth the minimum size and type of solid waste container ~~garbage can and/or dumpster~~ required for a specific use:

- (a) Single-family uses and duplexes shall be limited to use of residential solid waste containers ~~garbage cans~~ only. Each unit shall provide refuse containers for a minimum equivalent volume of two (2) 30-gallon solid waste ~~refuse~~ containers per unit. No commercial solid waste containers ~~dumpsters~~ shall be allowed except as regulated under temporary dumpsters, section 10-~~65~~2.
- (b) Multifamily uses with ~~three (3) or more~~ than two (2), but fewer than six (6) residential units, shall provide volume for a minimum equivalency of at least two (2) 30-gallon solid waste ~~refuse~~ containers per unit or a properly screened commercial solid waste container located outside the front yard of the property ~~at least one 1.5 cubic yard bin for each five (5) units.~~
- (c) Commercial and industrial uses shall provide commercial solid waste ~~refuse~~ containers in a number and size so as to adequately contain the solid waste ~~refuse~~ generated by the use. Waste in excess of one 8 4-cubic yard container requires portable or stationary compactor service, or additional or larger containers ~~bins, or larger bins.~~
- (d) Restaurant uses shall provide commercial solid waste ~~refuse~~ containers in a number and size so as to adequately contain the solid waste ~~refuse~~ generated by the use, and in no case less than ~~however~~ a minimum 2 3-cubic-yard container ~~must be provided~~. Waste in excess of one 8 4-cubic-yard container requires portable or stationary compactor service, or additional or larger containers ~~bins, or larger bins.~~
- (e) Hazardous or noxious wastes must be contained in a safe and sanitary manner in accordance with applicable regulations.
- (f) ~~The following tables shall be utilized to determine the size and type of refuse container necessary:~~

TABLE 1  
DIMENSIONS OF REFUSE CONTAINERS

Standard 30-gallon can	20.5" diameter x 27" high		
	High	Deep	Wide
1.5 cubic yard bin	43"	36"	80"
2.0 cubic yard bin	47"	39"	80"
3.0 cubic yard bin	58"	48.5"	80"
4.0 cubic yard bin	64"	53.5"	80"

TABLE 2  
EQUIVALENCY TABLE

Bin size	Equivalent # cans
1.5 cubic yard bin	10 30-gallon cans
2.0 cubic yard bin	14 30-gallon cans
3.0 cubic yard bin	21 30-gallon cans
4.0 cubic yard bin	28 30-gallon cans

~~These are typical dimensions and may differ on the service provider. Larger bins and/or compactors may be used as space, location, and screening provisions allow.~~

**Sec. 10-62. Temporary dumpsters.**

Temporary dumpsters shall be exempt from the location and screening requirements of this article and shall be removed as soon as the construction activity or event is completed. They shall be placed in a manner so as to minimize any ~~effects~~ on neighboring properties and may not be placed on public rights-of-ways unless specifically authorized through the issuance of a right-of-way use permit.

**Sec. 10-63. Compliance.**

- (a) Before locating or constructing any solid waste container ~~garbage can or dumpster~~ screen, approval shall be obtained from the development services department in accord with this section. In the event an application is submitted for a permit or development order relating to commercial or multifamily development, including a permit request for remodeling, repair, renovation, etc., the accompanying submittal will include a plan for solid waste container ~~garbage can and/or dumpster~~ location and screening that complies with the requirements of this article section.
- (b) Any screen constructed in accordance with this article shall be maintained in such a manner as to ~~ensure~~ that it is a safe structure, and complies with all applicable life safety regulations and construction standards.
- (c) The failure to construct and thereafter, to maintain any screen as required in this section, or to comply with any order of the development services department with regard to the administration of this section, shall be punishable in accordance with the general penal provision of the New Port Richey City Code.

**Sec. 10-64. ~~Reserved.~~ Variances.**

The application of this article section ~~may~~ result in practical difficulties and unnecessary hardship in isolated cases. Therefore, where enforcement of the provisions of this article would result in unnecessary or undue hardship, this article may be varied in accord with the requirements set forth in chapter 5, section 5.03.00, Land Development Code, Appendix A (Zoning Code), New Port Richey City Code. Any variance should be such that it does not deter the principal intent of this section which is to provide for screening of solid waste containers ~~garbage facilities~~ in accord with the prescribed standards.

**Sec. 10-65. Reserved.**

**SECTION 2. Enforcement.** The provisions of this Ordinance shall be enforced as otherwise provided in the Code of Ordinances.

**SECTION 3. Solid Waste Fees.** The solid waste fees set forth in Exhibit “A” attached hereto shall be the fees to be collected for the solid waste collection services provided in this ordinance, which may be amended from time to time by the city council by resolution as provided by law.

**SECTION 4. 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 5. 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 6. Effective Date.** This ordinance shall take effect immediately upon its adoption as provided by law. The initial imposition of the solid waste collection service fee on each property within the city and the commencement of the collection operations of the initial solid waste collection service provider, as provided herein, shall be for solid waste collection services commencing on or after March 2, 2024.

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 \_\_\_\_\_, 2024, 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 \_\_\_\_\_, 2024.

ATTEST:

By: \_\_\_\_\_  
Judy Meyers, CMC, City Clerk

By: \_\_\_\_\_  
Alfred C. Davis, 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 CA Approved 2-13-24



## EXHIBIT A

FY2023-2024 SOLID WASTE COLLECTION FEES								
RESIDENTIAL								
Frequency	Quarterly Fee							
2/wk	\$ 59.28							
NON-RESIDENTIAL CURBSIDE								
Frequency	Monthly Fee	Extra Pick-Up Fee (per occurrence)						
1/wk	\$ 26.36	\$ 16.73						
2/wk	\$ 43.08	\$ 16.73						
3/wk	\$ 65.70	\$ 16.73						
4/wk	\$ 89.09	\$ 16.73						
COMMERCIAL								
	Monthly Collection Fee							
	Frequency							
Dumpster Size	1/wk	2/wk	3/wk	4/wk	5/wk	6/wk	Second Container Delivery/Removal Fee (Extra Lift Fee will also apply)	Extra Pick- Up/Lift Fee (Per occurrence)
2 yards	\$ 43.45	\$ 86.90	\$ 128.12	\$ 151.51	\$ 173.46	\$ 218.56	\$ 167.25	\$ 26.69
4 Yards	\$ 79.18	\$ 158.35	\$ 237.52	\$ 316.69	\$ 331.66	\$ 371.46	\$ 167.25	\$ 53.39
6 yards	\$ 103.27	\$ 206.54	\$ 309.81	\$ 413.07	\$ 435.85	\$ 479.44	\$ 167.25	\$ 80.08
8 yards	\$ 119.73	\$ 239.47	\$ 359.20	\$ 478.94	\$ 523.25	\$ 627.89	\$ 167.25	\$ 106.77



**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**

**February 20, 2024**

**7:00 PM**

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**ORDER OF**  
**BUSINESS**

**1. Call to Order – Roll Call**

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

Also in attendance were City Manager Debbie L. Manns, City Attorney Timothy Driscoll, City Clerk Judy Meyers, Finance Director Crystal Dunn, Fire Chief Chris Fitch, Public Works Director Robert Rivera, Police Chief Bob Kochen, Library Director Andi Figart, Technology and Innovations Director Robert Greene, Assistant City Manager Gregory Oravec and Human Resources Director Arnel Wetzell.

**2 Pledge of Allegiance**

**3 Moment of Silence**

**4 Approval of February 6, 2024 Regular Meeting Minutes**

Motion was made to approve the minutes as presented.

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

**5 Proclamation: Black History Month**

**6 Vox Pop for Items Not Listed on the Agenda or Listed on Consent Agenda**

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

- George Romagnoli, 6235 Florida Ave., NPR spoke regarding the City's Small Cities Block Grant and the renewal of our CDBG application. He urged to look at other areas for grants. He also spoke regarding working with the Council on housing rehab.
- Judith Allen, 5940 Grand Blvd., NPR spoke regarding the CDBG grant and Mr. Peters' trust.

- Shinikki Whiting, 5755 Indiana Ave., NPR spoke regarding comments made by Council at the last meeting and Black History Month.
- Nathan Pollock, 6153 Massachusetts Ave., NPR spoke regarding a meeting yesterday and conversation with the City Manager. He inquired when he would get something in writing.
- Marlowe Jones, 6141 Pine Hill Rd., PR spoke regarding the last City Council meeting and elections.
- Angela Napolitano, 6013 Adams St., NPR spoke regarding the black wrought iron stop signs. She stated it took years to get a stop sign. She asked about the cost to the city. She also spoke regarding drainage, sidewalks, Judith Allen and her mother.
- Jerry Kline, 8607 Parkside Dr., NPR stated his name and address.

With no one else coming forward for public comment, Mayor Davis closed Vox Pop.

- a Speakers must identify themselves prior to speaking by stating their name and full address for the record. Speakers shall address the City Council as a whole and refrain from addressing individual members of the City Council or the City staff. Speakers shall afford the utmost courtesy to the City Council, to City employees, and to the public, and shall refrain at all times, from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities.

## 7 Consent Agenda

Motion was made to accept the Consent Agenda.

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

- a Budget Amendment
- b Purchases/Payments for City Council Approval

## 8 Public Reading of Ordinances

- a Second Reading, Ordinance No. 2024-2283: Amendments to Firefighters' Pension Ordinance

City Attorney Driscoll read the proposed ordinance by title only. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the ordinance upon its second and final reading.

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

- b Second Reading, Ordinance No. 2024-2284: Amendments to Police Pension Ordinance

City Attorney Driscoll read the proposed ordinance by title only. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the ordinance upon its second and final reading.

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

- c Second Reading, Ordinance No. 2024-2285: Modification of the Solid Waste Collection System

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced Public Works Director Robert Rivera who then made a presentation to Council. He began his presentation by highlighting the changes in the proposed ordinance from first reading. City Manager Manns then provided a summary of the billing process and service levels. Upon opening the floor to

public comment, the following people came forward to speak:

- June Pearson, 5637 Georgia Ave., NPR spoke regarding Council speaking louder so people in the back can hear.
- Marlowe Jones, 6141 Pine Hill Rd., PR spoke in opposition of the ordinance.
- Nathan Pollock, 6153 Massachusetts Ave., NPR spoke about road maintenance assessment, noise complaints, noise pollution, illegal trash dumping and listening to the people.
- Dave Schwendeman, 2940 Meadowood Dr., NPR spoke regarding looking at bigger cities.
- Ryan Knoll, 6431 Taylor Ct., NPR spoke regarding a rally at Sims Park.
- George Romagnoli, 6235 Florida Ave., NPR spoke regarding an issue he had with a hauler. He stated we are creating a regulated monopoly. He stated we need to emphasize people can contact the city if there is an issue with the hauler.
- Darla Schwendeman, 2940 Meadowood Dr., NPR asked about a contract. She also spoke about noise issues from her mother. She asked about tax funds going to defend a position.
- Charles Weis, 6013 Adams St., NPR asked if two dwellings on one property would be double billed.
- Angela Addino Napolitano, 6013 Adams St., NPR spoke regarding her tax bill, factoring in for low-income assistance, the interest rate, liens and Code Enforcement.
- Judith Allen, 5940 Grand Blvd., NPR spoke regarding her conversations with Council, petitions, homestead, and yard debris.

With no one else coming forward Mayor Davis returned the floor to Council. City Manager Manns thanked Mr. Romagnoli for his comments and stated a communication will go out to all residents if the ordinance passes. She stated that all cities play a role in waste management. She stated this is the 11th time we've spoken about this issue over the last three years. City Manager Manns stated that information was presented at the last meeting regarding the proposed cost savings. She stated the intent of the program is not to make money. City Manager Manns stated she is confident in the program built but acknowledged that there are flaws. She stated we have presented the best model for the next seven months. She stated she will follow up on the answers that Mr. Pollock is seeking. City Manager Manns stated that the hauler will provide a monthly report. Councilman Peters stated that this is the best thing for the majority of the citizens. He stated that we can use the economy of scales to get the best price. He stated there is a net decrease that the citizens will be paying. He stated he still thinks billing on the tax roll is best. Deputy Mayor Murphy stated looking at the overall picture the pros are outweighing the cons. He stated there are 3 to 4 trucks up and down his road twice a week. That will be down to one. He stated the hauler will be accountable. Deputy Mayor Murphy stated multiple addresses will be looked at. He stated we have the ability to change the billing system next year. He stated he is confident the City can address Mr. Pollock's issues. Councilman Altman stated that he made it clear a while ago that he has knowledge of this. He spoke about Ms. Baker's previous comments. He stated the notices were sent to the public without a meeting from the dais. Councilman Altman stated he is excited that JD Parker was chosen. He then spoke about the net operating revenue. He stated that the numbers are incorrect. He stated he has asked over and over what it would cost to put the fee on the water bill. He stated this is bad administrative advice. Councilman Altman asked if the City feels that it is clear of any liability to move forward given the current law. City Attorney Driscoll stated that there was a claim and it will be defended. City Manager Manns stated that she at least has to suggest that Councilman Altman has been consistent in his recommendation of placing the solid waste on the water bills and the amount of uncollected debt and what percentage is attributed to renters. She stated it is 70% is in the names of renters. She stated if at some point we do decide that it is appropriate that we put it on water bills we may need to transfer names of accounts to owners to help alleviate the problem. She stated we are not down as much in franchise fees as what was stated by Councilman Altman. She stated there are more commercial accounts that have been reported. Councilwoman Mothershead stated she agreed with Deputy Mayor Murphy's comments. She stated she thinks that there are some billing issues and exceptions that will be addressed. Mayor Davis stated that particular situations will be addressed individually. He stated that this is a pilot program and there will be opportunities to make improvements. He stated we work for the public. He stated we are elected by you. He likes the way it was presented to the city. Mayor Davis stated this is an opportunity to keep the city clean. Motion was made to approve the ordinance upon its second and final reading.

Motion made by Mike Peters and seconded by Matt Murphy. The Motion Passed. 4-1. Ayes: Davis, Mothershead, Murphy, Peters Nays: Altman

9 Business Items

a 2024 Fitzgerald's St. Patrick's Day Event Railroad Square Alcoholic Beverage Application

City Manager Manns introduced Parks and Recreation Director Andre Julien who then presented the item to Council. He stated that the purpose of this agenda item was to review Railroad Square Usage and Alcoholic Beverage Special Event Applications for the Fitzgerald's St. Patrick's Day Event. The event will be held March 15-17. The applicant has requested to offer beer and wine to be sold in Railroad Square as follows: Friday, March 15th from 3:30pm - 10:30pm, Saturday, March 16th from 5pm - 12am, and Sunday, March 17th from 11am - 12am. Upon opening the floor to public comment, the following people came forward to speak:

- Marlowe Jones, 6141 Pine Hill Rd., PR spoke regarding a text message.
- Michael Nadzam, 6014 River Rd., NPR spoke about Council doing a great job.

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

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

b Request to Purchase Universal Forensic Extraction Device (UFED) from Cellebrite Inc.

City Manager Manns introduced Police Chief Robert Kochen who then presented the item to Council. He stated that the purpose of this agenda item was to approve the purchase of the (UFED) digital extraction device from Cellebrite Inc in the amount of \$100,000.00 and corresponding budget amendment. The software will be used to decode, extract, and analyze digital information from computers, cell phones, and other digital devices that are used in committing major crimes and drug offenses. This would be a sole source purchase. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the item and corresponding budget amendment as presented.

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

c 2023 RAC Activity Pool Resurfacing Project Close Out

City Manager Manns introduced Public Works Director Robert Rivera who then presented the item to Council. He stated that the purpose of this agenda item was to approve a deductive change order in the amount of \$10,271.34 and the final pay request in the amount not to exceed \$97,166.16 to AuMiller Pools, LLC for the completion of the 2023 RAC Activity Pool Resurfacing Project. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the item as presented.

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

d Frances Ave. Park Boardwalk Project – Engineering Services Task Order No. 24-001

City Manager Manns introduced Public Works Director Robert Rivera who then presented the item to Council. He stated that the purpose of this agenda item was to approve Task Order No. 24-001 from Ayres Associates, Inc. for engineering services in the amount not to exceed \$92,995 for the proposed 2024 Frances Ave. Park Boardwalk Project design, bidding, and construction phases. The project includes the construction of a boardwalk along the park's river's edge from the north boundary of the park south to the existing kayak launch and sidewalks are proposed to connect the existing sidewalks in

the park to the constructed boardwalk. In addition, decorative lighting fixtures, and benches, irrigation and landscape elements are included. Finally, several ADA compliant playground equipment structures will be installed in the existing playground area. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Councilman Altman made a motion to deny the item. Motion failed for lack of a second. Councilman Peters made a motion to approve the item as presented. Motion seconded by Councilwoman Mothershead.

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

e Rejection of Bids for ITB24-005 WWTP Oxidation Ditch #3

City Manager Manns introduced Public Works Director Robert Rivera who then presented the item to Council. He stated that the purpose of this agenda item was to approve the rejection of the bids received for the ITB24-005 WWTP Oxidation Ditch #3 Project. The bids ranged from a low of \$269,000 to a high of \$760,605. Subsequent to staff review of bid submissions and discussions with bidders, it was determined that there was confusion among the bidders with the ITB. Due to the complexity of the project staff would like to proceed with the rejection of bids and rebid the project in an effort to reduce the wide disparity of bid amounts, and encourage a reduction in the higher three bids due to a better understanding of the project scope. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the item as presented.

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

10 Communications

Councilwoman Mothershead addressed comments made by Ms. Whiting earlier in the meeting. She stated we all need to be professional. She is looking forward to seeing the entryway sign. She stated she did talk to a few of her neighbors and none of them had an issue with the single-hauler. Deputy Mayor Murphy addressed comments made by Councilman Altman. He stated he has supported him on many items. He said he will support anyone who has a good idea. He stated that we have to be aware of what we are saying and doing as we are held to a higher standard. We have to make sure we are doing our best effort. Councilman Altman responded to Deputy Mayor Murphy's comments. He stated we celebrate all of the good things happening in our city. Councilman Altman spoke about Schwettman and the School Board. He stated we need to give direction to the City Manager. He stated he is frustrated that the others meet with the City Manager regularly. He stated we have to reassert our role as policy makers. Councilman Altman stated that he frustrated that he cannot work as a policy maker at this level. He then spoke about the billing for the solid waste. Councilman Peters spoke regarding multiple carriers. He stated there is an antique law which required the three-year notice. He stated we heard from a small group of people. He stated that he is glad that we are moving forward on it. He stated hopefully Council will make the change to put the fee on the tax bill in the upcoming year. Councilman Peters addressed comments made by Councilman Altman regarding meetings with the City Manager. He stated Ms. Allen once again represented misinformation when she spoke. He suggested moving the starting times for Council meetings from 7:00 p.m. to 6:00 p.m. He stated an earlier start time would be beneficial. Mayor Davis stated that sometimes it seems like the city is against us but it is really only 5 people. He stated not all of Council lives on River Road and the object is not River Road. He spoke regarding Schwettman and the gathering of ideas. He stated the building sitting empty is not a good idea. He stated the silent majority is running the show. The public sees it. He stated that we are going to agree to disagree sometimes. Councilman Peters commended Chief Kochen for his speech earlier today at Neat Coffee Bar. He stated People Places recently did a talk regarding Schwettman and it was a wonderful program. He stated he thinks it is online. City Manager Manns addressed comments made earlier about the loss of grant funding and she stated that is just untrue and she has not been advised of such. She stated she was in contact with the DEO just less than two weeks ago and was advised that our HAP had been approved. She stated she has been very open about the changes she wanted to the plan. She stated that it has been asserted that paperwork needed to be submitted which is

simply not true. She stated we are lining up the County program to assist our residents with grant funds. City Manager Manns stated that tools are being developed for housing programs through the CRA Master Plan Update. She stated some exciting things are going to be happening in several neighborhoods.

11 Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 9:18 p.m.

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

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

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

**ORDINANCE NO. 2024-2285**

**AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR AMENDMENT OF CHAPTER 10 OF THE NEW PORT RICHEY CODE OF ORDINANCES, PERTAINING TO SOLID WASTE COLLECTION; PROVIDING CRITERIA FOR DETERMINING THE SOLID WASTE COLLECTION FEE; PROVIDING FOR COLLECTION THEREOF; PROVIDING FOR A LIEN FOR NON-PAYMENT OF THE FEE; PROVIDING FOR ADMINISTRATION BY THE CITY MANAGER; PROVIDING MISCELLANEOUS REQUIREMENTS; PROVIDING FOR DEFINITION OF TERMS; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

WHEREAS, the city council has adopted single collector solid waste collection system within the city to replace the prior multiple collector system;

WHEREAS, the city council deems it appropriate to provide for a method of collecting the cost of solid waste collection from each property throughout the city based upon the type of property;

WHEREAS, the City Council has determined that the fees contained herein are fairly apportioned for the services provided for the benefit of all properties within the city; 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 in accordance with the City's police powers.

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

**SECTION 1. Chapter 10 of the Code of Ordinances, pertaining to solid waste and providing as follows, is hereby amended as follows (strikeout text is deleted and underlined text is added):**

**Chapter 10 SOLID WASTE ~~GARBAGE AND REFUSE~~**

**ARTICLE I. IN GENERAL**

**Sec. 10-12. Definitions of terms ~~Depositing garbage and trash in city.~~**



~~(a) Definitions.~~ As used in this chapter, ~~section~~ the terms contained in this section shall have the meanings hereafter provided.:

1. City Limits shall mean the limits of the City of New Port Richey as may be amended from time to time by annexation or contraction.

2. Commercial Collection shall mean any collection of solid waste other than residential curbside solid waste collection.

3. Commercial Owner shall mean any owner of property that is not owned by a residential Owner.

4. Developed Property shall mean any property having a structure of any kind located thereon.

5. Dump shall means to dump, throw, discard, place, deposit, distribute, attach, dispose of, or to cause to be dumped, thrown, discarded, placed, deposited, distributed, attached, or disposed of.

6. Excluded Waste shall mean radioactive, highly flammable, explosive, volatile, corrosive, biomedical, biohazardous, toxic, pathological, infectious, or hazardous waste as defined by law.

7. Level of Service shall mean the type, number and frequency of commercial collection of solid waste containers from properties within the city.

8. Motor vehicle shall means an automobile, motorcycle, truck, trailer, semitrailer, truck tractor, or semitrailer combination or any other similar vehicle.

9. Person shall means any individual, firm, entity, sole proprietorship, partnership, corporation, or unincorporated association.

10. Residential Curbside Solid Waste Collection shall mean the collection of solid waste from a residential customer, in a residential solid waste container or consisting of uncontained solid waste, recyclables and yard waste, placed at the edge of the nearest right-of-way, including a street or alley way, adjacent to real property within the city limits, only.

11. Residential Owner shall mean the owner of developed property within the city limits having fewer than six (6) residential dwelling units as defined by the city's Land Development Code.

12. Residential Solid Waste Container shall mean a solid waste container designed for and used by residents in dwellings having fewer than six (6) residential units, which may also be used by small commercial businesses or in conjunction with commercial solid waste containers by other commercial businesses or residents in multi-family dwellings having greater than five (5) residential units, having a capacity of less than fifty (50) gallons which may be manually collected for disposal into the rear of a solid waste collection vehicle, or having a capacity of less than one hundred (100) gallons collected through the use of a mechanical lifting and dumping apparatus.

13. *Solid Waste Garbage, trash or other waste matter* shall mean all garbage, rubbish, waste, trash, or debris of any kind. For the purposes of this section, this includes, but is not limited to: refuse, cans, bottles, boxes, containers, papers, leaflets, circulars, advertising materials, tobacco products, tires, appliances, mechanical equipment or parts, building or construction materials, tools, machinery, vessels, aircrafts, farm machinery or equipment, sludge, decaying vegetative matter, exposed salvageable material or other manmade materials, refuse from residential, commercial, or industrial activities, animal waste, recyclable material, personal items, including clothing and household goods, kitchen and table food waste or other waste that is attendant with or results from the storage, preparation, cooking or handling of food material, wood scraps, yard waste, tree or landscape debris and rotting fruit, cardboard, cloth, glass, rubber, plastic, carpet, discarded vehicles, vehicle tires or other vehicle or watercraft fixtures or parts, household goods and appliances, tools and equipment that are broken, derelict, or otherwise in disrepair, or substance in any form resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

14. *Solid Waste Collection Services Provider* shall mean an entity that is in the business of, and qualified and licensed for, providing solid waste collection services pursuant to a franchise authorized by the city and designated as the city's solid waste collection services provider.

15. *Solid Waste Collection Vehicle* shall mean a truck designed and used for the collection and disposal of solid waste, either manually or through the use of a mechanical lifting and dumping apparatus.

16. *Solid Waste Container* shall mean any container or receptacle used and kept for the purpose of storing solid waste for collection and disposal by an appropriate solid waste collection services provider.

17. *Special Commercial Collections* shall mean commercial collections in addition to the regular level of service for any property.

18. *Special Pickup Solid Waste* shall mean solid waste items that are too large or heavy to be placed inside of a residential solid waste container.

19. *Uncontained Solid Waste* shall mean solid waste placed adjacent to a solid waste container or at the regular solid waste collection site on the property, that may include, without limitation, any bagged, boxed, or bundled solid waste other than special pickup solid waste. Bundled yard waste and Christmas trees shall be included in this definition.

20. *Undeveloped* shall mean having no structure of any kind thereon, which status shall continue until the issuance of a certificate of occupancy for new construction or the initiation of commercial collection, if applicable, whichever occurs earlier.

21. *Vessel* shall mean a boat, barge, or airboat or any other vehicle used for transportation on water.

22. Yard Waste shall mean brush and plant-based debris, except fruit, including without limitation limbs, leaves, stems, and flowers that is not contained in a solid waste container.

**Sec. 10-21. Prohibitions Burying or burning garbage, trash, vegetation.**

- (a) Burying or burning Pprohibited. The burying or burning within the city limits of any solid waste garbage, trash, trees, palmetto stumps or other items of a like nature is hereby ~~determined by the city council to be detrimental to the best interest of the general health and welfare of the city and is hereby prohibited.~~
- (b) Dumping prohibited. Unless otherwise authorized by law or permit, it is unlawful for any person to dump solid garbage, trash, or other waste matter in any manner or amount within the city limits:
  - (1) In or on any public highway, road, street, alley, or thoroughfare, including any portion of the right-of-way thereof, or any other public lands, except in containers or areas lawfully provided therefore. When any garbage is thrown or discarded from a motor vehicle, the operator or owner of the motor vehicle, or both, shall be deemed in violation of this section;
  - (2) In or on any freshwater lake, river, canal, or stream or tidal or coastal water of the county. When any garbage is dumped from a vessel, the operator or owner of the vessel, or both, shall be deemed in violation of this section; or
  - (3) In or on any private property, unless prior consent of the owner has been given, ~~and unless such solid waste litter~~ will not cause a public nuisance or be in violation of any other state or local law, rule, or regulation, and the same is deposited in a proper solid waste container or in a manner otherwise authorized in this chapter for the disposal of solid waste.
- (c) ~~{Burden of proof.}~~ In enforcing this section, the burden of proof shall be on the person accused of violating this section to prove that he or she had authority to dump the garbage and that such dumping did not cause a public nuisance.
- (d) Enforcement of other regulations. This section does not limit the authority of any state or local agency to enforce other laws, rules, or ordinances relating to litter, garbage, trash, refuse, or solid waste management.
- (e) Special requirements. Refrigerators and similar equipment which are being discarded shall have the doors removed and shall be removed discarded from the property within twenty-four (24) hours of being placed on the exterior of the property. ~~It shall be unlawful for any person to dump or otherwise deposit any garbage, trash or other waste matter within the incorporated territorial limits of the city other than in a private garbage can upon the premises of the person involved.~~
- (f) Excluded waste. No excluded waste shall be deposited or allowed by any property owner in or around any solid waste container of any kind within the city.

**Sec. 10-3. Solid waste collection Motor vehicles for the collection of garbage or trash.**

- (a) ~~It shall be unlawful for any person to park or store a~~Any solid waste collection motor vehicle which is designed or used for the collection of trash, refuse or garbage within this city during the intervening hours between sunset and sunrise, unless such motor vehiele shall be

thoroughly cleaned, sanitized and deodorized of all such solid waste, shall be properly stored or parked only in a facility licensed for the same, and shall not be parked upon any public property or right-of-way garbage, trash or refuse.

- (b) ~~It shall be unlawful for any person to allow or permit any such motor vehicle as described in subsection (a) to be parked or stored on the property which is owned, possessed or controlled by such person, during the intervening hours between sunset and sunrise, unless such motor vehicle shall be thoroughly cleaned, sanitized and deodorized of all such trash, refuse or garbage; or unless the motor vehicle is disabled by a malfunction which prevents the cleaning, sanitization and deodorization thereof and the motor vehicle is parked at a garage within this city, for the express purpose of accomplishing the repair of the disability or malfunction.~~
- (c) ~~A violation of this section shall be punished in the manner provided in section 1-14 and each day that such a violation continues to exist shall be deemed to be a separate and distinct offense.~~

#### **Sec. 10-4. Disposal of yard waste debris.**

- (a) On properties receiving residential curbside solid waste collection, yard waste may be placed at the regular solid waste collection site on said property in accordance with the regular solid waste collection schedule, so long as the yard waste is placed in a solid waste container or bag, or is cut into lengths of less than four (4) feet, tied in bundles weighing less than fifty (50) pounds, and contains tree limbs no larger than six (6) inches in diameter. The solid waste collection services provider shall remove the yard waste described in this subsection in accordance with the regular solid waste collection schedule for each property receiving residential curbside solid waste collection services as part of the regular solid waste collection service provided to each such property.
- (b) Residents or private contractors employed by residents of the city shall be permitted to place ~~vegetation and vegetative~~ yard waste debris collected and removed from residential property in the public right-of-way adjacent to the residential property from which the same was collected and removed, outside the traveled portion of any street, alley or sidewalk, or in an area designated by the city as a community collection area, for collection pickup by permitted private haulers or the city public works department, as provided in this subsection. All ~~vegetation and vegetative~~ yard waste debris collected and removed from a property shall remain for pick up at its designated location. The relocation by any person of ~~vegetation or vegetative~~ yard waste debris collected and removed from a property to any public or private property, other than the public right-of-way adjacent to the property from which the same was collected and removed, or a community collection area, shall constitute illegal dumping and a violation of this section. The city manager may designate a community collection area pick up location for ~~vegetation and vegetative~~ yard waste debris as deemed in the best interest of the city. Any and all ~~vegetation or vegetative~~ yard waste debris placed in any public right-of-way shall not interfere with any sidewalks, residential property, stormwater drainage or vehicular traffic. All ~~vegetation and vegetative~~ yard waste debris placed under this subsection shall be cut into lengths of less than six (6) feet, unbundled, without containers of any kind, with no tree limbs greater than eight (8) inches in diameter. All leaves shall not be placed in plastic bags, boxes, or any other type of container. (b) The placement of ~~vegetation and vegetative~~ yard waste debris as provided in this subsection shall only be permitted any day

between sunrise and sunset ~~each day~~, without regard to the regular solid waste collection schedule for said property.

- (c) The ~~vegetation or vegetative~~ yard waste debris generated from the substantial or total removal of the vegetation from trees having a trunk diameter greater than eight (8) inches diameter at breast height (dbh) shall not be placed in any right-of-way or other public or private property.
- ~~(d) It shall otherwise be unlawful for any person to place or dump, or cause to be placed or dumped, any vegetation, yard debris, garbage, trash, refuse, roofing materials, tires, or other waste materials of any kind or character whatsoever in the public right-of-way within the jurisdictional limits of the city.~~
- ~~(de)~~ All private contractors removing ~~vegetation and vegetative~~ yard waste debris from properties within the city limits shall be licensed, bonded, and have sufficient company identification on all vehicles and equipment used for such activity.
- ~~(ef)~~ All private contractors removing ~~vegetation and vegetative~~ yard waste debris from properties within the city limits shall set up proper maintenance of traffic, whether a permit is required or not, and shall not block public sidewalks when performing work within city rights-of-way.
- ~~(g) Any violation of this section shall be punished in the manner as provided in section 1-14 or otherwise in this Code. Each day the violation continues to exist shall be deemed a separate and distinct offense.~~
- ~~(fh)~~ Nothing contained herein shall be deemed to authorize the placement of ~~vegetation or vegetative~~ yard waste debris in or on any public or private property not specifically authorized under this section, including, without limitation, any public park, public building or undeveloped property.

#### **Secs. 10-5. Penalty.**

A violation of this chapter shall be punished in the manner provided in the Code of Ordinances for violations of the Code of Ordinances, and each day that such a violation continues to exist shall be deemed to be a separate and distinct offense.

#### **Sec. 10-6. Administration.**

The city manager shall have full authority to administer the provisions of this chapter and shall exercise all powers of the city specifically included herein not otherwise prohibited, including the power to address matters not specifically identified in this chapter but which are contemplated by the terms hereof for the successful operation of the city's solid waste collection services system, as determined by the city manager, including without limitation requiring or allowing different levels of service as necessary to provide for the safe, sufficient and aesthetic storage and removal of all solid waste in the city.

#### **Secs. 10-7 5—10-20. Reserved.**

## ARTICLE II. SOLID WASTE COLLECTION

### DIVISION 1. - GENERALLY

#### Sec. 10-21. Hauling of certain garbage prohibited.

It shall be unlawful for any person to haul solid waste ~~garbage or other refuse~~ of any kind ~~which has an offensive odor or which might be injurious or dangerous to the health of the inhabitants of the city~~ unless such vehicle in which the materials are being transported is covered or enclosed so as to prevent the falling off of the materials or any portion thereof and to prevent the offensive odors emitting therefrom.

#### Sec. 10-22. Placement of waste for collection.

The collection site for all solid waste ~~garbage, trash and refuse~~ shall be at the immediate proximity of the avenue or street side of the customer's real property estate ~~lot~~ and all solid waste ~~eans, containers~~ or packages containing solid waste ~~garbage, trash and refuse~~ shall be placed and positioned as close as possible to the surface of such avenue or street, but shall not be placed in any manner whereby the same will constitute an obstacle, impairment or interference with vehicular or pedestrian traffic; provided, however, that where the customer's real property estate ~~lot~~ abuts an alleyway that has been approved for collection as provided in this article, the collection site may be located as close as possible to the alleyway in such a manner that the same does not create an obstacle, impairment or interference with vehicular or pedestrian traffic along such an alleyway. All solid waste ~~receptacles and mechanical~~ containers shall be maintained in good condition and repair. All such receptacles shall be provided with a cover sufficiently tight to prevent flies or other insects from having access to the contents of such receptacles. Containers in which wet solid waste ~~garbage or trash matter~~ is placed shall be watertight. All solid waste ~~garbage eans and mechanical~~ containers shall be subject to inspection by the city at any time and may be rejected as appropriate. The city council may establish uniform approved solid waste ~~containers trash receptacles~~ for different types of properties as it deems necessary, and any owner or occupant of any such property so designated shall place all solid waste ~~refuse~~ in such approved container ~~receptacle~~, only, and no other solid waste ~~containers receptacles~~ shall be allowed on such property.

#### Sec. 10-23. Collection from alleys.

Pursuant to a written request by any customer whose real property estate ~~lot~~ abuts an alleyway or the solid waste collection services provider ~~any holder of the solid waste collection franchise~~ whose collection route includes real properties ~~estate lots~~ which abut an alleyway, the city council may adopt a resolution to establish collection sites along such alleyways subject to the following conditions:

- (1) Written notice must be provided to the solid waste collection services provider ~~franchisee~~ or customer who will be subjected to the mandate of such a resolution. The notice shall be mailed, by certified mail, return receipt requested, to such franchisee and by regular United States mail to such customer at least thirty (30) days prior to the meeting of the city council where the adoption of such a resolution will be considered by the city council, and the time, date and place of the meeting together with a statement that the franchisee or customer shall have the right to be heard at the meeting on whether the resolution should be adopted, shall be included in the notice;



- (2) All customers whose real ~~property estate~~ lots abut on such an alleyway shall be required to locate their ~~cans~~, solid waste containers and packages for collection, at collection sites, at the near proximity along the route of any such alleyway if the city council, after due consideration, adopts such a resolution; and
- (3) Such a resolution shall be adopted only if the alleyway has a safe road surface and is not obstructed by trees, bushes, structural improvements, power or telephone poles or any other obstruction and is sufficient to accommodate the movement of the permit holder's collection vehicles or the accommodation of the permit holder's other equipment.

#### **Sec. 10-24. Duties of collector, property owner fees.**

(a) ~~The holder of the solid waste collection services provider franchise, and any special permit holder as required in section 10-41, shall clean, sweep, collect and remove any solid waste~~ garbage, trash, refuse or residue which may be spilled or is scattered, loose or otherwise uncovered at or within the immediate proximity of the solid waste ~~garbage cans, trash cans or other containers or packages of uncontained solid waste, garbage, trash or refuse so that upon such collection there shall be no scattered, loose or otherwise uncovered residue of any solid waste garbage, trash or refuse at the collection site; provided, that all solid waste garbage is enclosed, by the customer, in a solid waste garbage can, receptacle, or other waterproof container, and that all or is uncontained solid waste trash is properly packaged by the customer.~~

(b) Each property owner or occupant within the city shall be charged a solid waste collection service fee, as determined from time to time by ~~resolution of the city council providing for the removal and collection of all solid waste garbage, trash or refuse from each property owned thereby in accordance with this chapter. The solid waste collection service fee for each property shall be determined by assessing the actual cost to the city~~ or solid waste collections services provider of providing the collection service to each type of property within the city, together with appropriate administrative fees, including any fee imposed by the tax collector or property appraiser for non-ad valorem assessments, or billing fees, as applicable, and the franchise fee due from the solid waste collection services provider franchisee. The fee for properties receiving residential curbside solid waste collection dwellings of five (5) or fewer than six (6) units, including single family dwellings, hereafter referred to as "residential collections", shall be a uniform fee for each residential unit, as determined by the city council ~~by resolution~~. The fees for properties receiving commercial, industrial, government, institutional, and multi-family properties with greater than five (5) dwelling units, hereinafter referred to as "commercial collections", shall be based upon the level of service number, size and frequency of collection of the solid waste containers receptacles used on each such property. The city council shall set the rates for commercial collections for each such property annually, based upon the most recent level of service data for each such property. The city manager may adjust the rate charged for any commercial collection at a property where sufficient evidence is made available to the city that there has been an established, consistent, long term change in the level of service to the property served, through the number, size or frequency of collection of the receptacles at said property. For the purpose hereof, "undeveloped" properties shall not be subject to a solid waste collection service fee, mean having no structure of any kind thereon, which status shall continue until the issuance of a certificate of occupancy for new construction or the initiation of commercial collection, if applicable, whichever occurs earlier. In the event a property changes its collection status from residential, collection to commercial or undeveloped to another status collection, or

~~vice versa~~, the service fees shall be adjusted accordingly upon the next billing cycle, pro rata to account for any undercharge or overcharge. The city council shall determine from time to time ~~by resolution~~ whether to bill property owners for the solid waste collection fee or whether to assess the same using the uniform non-ad valorem collection method. ~~The city council may provide for special pick-ups included within the residential collection fees.~~ The cost for special pick-ups in excess of those included in the residential curbside solid waste collection fee shall be determined by, and paid to, the solid waste collection services provider at the rates approved by the city council franchisee, per the franchise agreement therewith. The charges for commercial collections shall be billed by the solid waste collection services provider directly to the property owners provided such service, and the solid waste collection services provider shall pay the city the franchise fees applicable thereto.

#### **Sec. 10-25. Collection hours, days.**

~~These~~ The solid waste collection services provider franchisee shall only be permitted to collect solid waste ~~garbage, trash, refuse and recyclable materials~~ between the hours of 6:00 a.m. and 7:00 p.m. on Mondays and Thursdays ~~for within these residential curbside solid waste collection areas of the city where single or multiple family structures exist, and garbage cans for garbage, trash or refuse, or blue bags for recyclable materials, are used.~~ No collection of solid waste ~~garbage, trash, refuse or recyclable materials~~ within said residential areas of the city shall be permitted on any other day of the week, except in the event the following holidays fall on a Monday or Thursday:

- (1) New Year's Day,
- (2) Dr. Martin Luther King, Jr. Birthday
- (3) Memorial Day,
- (4) Juneteenth,
- (5) Independence Day,
- (6) Labor Day,
- (7) Veterans' Day,
- (8) Thanksgiving Day,
- (9) Day after Thanksgiving, or
- (10) Christmas Day.

In the event any of the above listed holidays fall on a Monday or Thursday, the franchisee shall collect such solid waste ~~garbage, trash, refuse or recyclable materials~~ on the holiday or on the day immediately following the holiday.

Notwithstanding the foregoing, commercial collections may be made between the hours of 6:00 a.m. and 7:00 p.m. on any day of the week, except Sundays.

#### **Sec. 10-26. Solid waste collection charges. ~~Penalty.~~**

~~Any person who violates any of the provisions of this article shall be subject to a penalty as prescribed by section 1-14.~~



(a) *Service generally.* Each owner of property within the city limits shall have solid waste collection services provided by the city's solid waste collection services provider, pursuant to this chapter. Residential owners shall be provided continuous residential curbside solid waste collection services for each dwelling unit on any developed property without any further action or agreement of the owner for the collection of solid waste from said owners' property. Commercial owners shall be required to order the necessary level of service for the continuous collection of solid waste from said owners' property directly from the solid waste collection services provider.

(b) *Billing.* Each property owner receiving residential curbside collection services in the city shall be billed by the city on a periodic basis for solid waste collection services on the billing cycle set by the city. All charges billed shall be due and owing within fifteen (15) days of the date billed. Residential curbside collection services shall be billed in advance. Credit card payments may be accepted, subject to imposition of any processing fees incurred by the city as set forth in the city's fee schedule. Any unpaid charges shall be subject to the recording in the public records of a lien against the property for which said charges were billed if the same are overdue for at least thirty (30) days, which lien shall be a priority lien of the same dignity as ad valorem taxes as allowed by law. Annually, the city council may approve a non-ad valorem assessment against any property having unpaid solid waste collection service charges as set forth herein. The assessment roll shall be approved by the city council and provided to the Pasco County Property Appraiser and Pasco County Tax Collector within the time provided by law for the placement of said unpaid charges on the tax bill for the subject property. All unpaid and overdue charges shall be subject to interest at the rate of eight percent (8%) per annum. By further action of the city council, all solid waste collection, or any portion thereof, may be assessed as a non-ad valorem assessment for each property, in lieu of the billing method set forth herein.

(c) *Residential collection.* Each residential owner in the city shall be billed the solid waste collection fee imposed by the city periodically for each dwelling unit on said owner's developed property within the city regardless of the use of said collection services, as provided in subsection (b) hereof. If the property of any residential owner is located within a community association area, and said association has entered into an agreement with the city to be responsible for and pay all solid waste collection fees for each of the properties within said subdivision on a form provided by the city, all billing for the properties identified in the agreement shall be submitted to the responsible community association. The city reserves the right to bill each residential owner if the community association fails to pay the solid waste collection fees subject to said agreement when the same are due, or collect the fees through the non-ad valorem assessment method if approved by city council.

(d) *Commercial collection.* Each commercial owner in the city shall be billed the solid waste collection fees at the rates set by the city for the level of service provided. All invoices for commercial collections shall be provided by the solid waste collection services provider, directly. Any property owner receiving commercial collections shall pay the fees for such services to the solid waste collection services provider upon periodic billing thereof.

(e) *Special pickup.* Each residential customer receiving and entitled to residential curbside solid waste collection shall be entitled to receive up to two (2) collections annually of special pickup solid waste without charge. Collection of special pickup solid waste shall be

arranged by said customer with the solid waste collection services provider. Said customer shall pay the solid waste collection services provider, directly, for any special pickup solid waste collections in excess of the annual number provided herein, upon being billed by the provider for the same at the rates approved by the city council from time to time. Each special pickup solid waste collection shall be limited to special pickup solid waste items weighing no more than 100 pounds each and no larger than three (3) cubic yards in size. By January 31 of each year, the solid waste collection services provider shall provide the city an accounting of special pickup collections billed in the prior calendar year and the city shall deduct the ten percent (10%) franchise fee applicable to said collections from any sums due and owing to said provider. The city may conduct an audit of the solid waste collections services provider's records from time to time to verify the accuracy of the reporting made of the special pickup collections for any time period.

(f) Residential service interruption. Each residential curbside solid waste collection customer may request discontinuance of solid waste collection services for a period of no less than three (3) consecutive months, so long as the water account is in the name of said owner, the water service is discontinued for the same duration as the solid waste services, and both the solid waste and water account are current. The owner shall pay a service interruption fee and a resumption of service fee in the amount determined by city council.

## **DIVISION 2. – SOLID WASTE COLLECTION FRANCHISE, SPECIAL PERMITS**

### **Sec. 10-41. Required.**

It shall be unlawful for any person to engage in the business enterprise of collecting, transporting or disposing of ~~solid waste garbage, trash or refuse~~ within ~~this the city limits~~ or to use the streets, alleys or rights-of-way of this city for such purpose, regardless of whether such person is required by law to hold a local business tax receipt issued by this city, without first being issued a solid waste collection franchise or special permit by the city council and entering into a franchise agreement with the city, the form of which shall be approved by the city council. ~~For purposes of this chapter of the New Port Richey City Code and all sections hereof, "solid waste" shall mean and include all garbage, trash or refuse, roll-off services of construction and demolition debris (hereinafter "C&D"), special waste, and special pickups of seasonal trash and debris, but does not include the collection of "recovered materials" as defined in F.S. § 403.703, as regulated pursuant to F.S. ch. 403.~~ The city council shall from time to time award a solid waste collection franchise to a single solid waste collector for all properties within the city for such term as the city council may authorize for the collection of all solid waste within the city other than C&D. In addition, the city council may issue annual special permits for collectors of C&D, only, to such collectors in the business of providing such services. The solid waste collection franchisee shall also obtain an annual special permit in accordance with this article in order to collect C&D.

### **Sec. 10-42. Qualification.**

In order for any person or entity to qualify for the solid waste collection franchise or a special permit as required by this division, the city council shall determine by competent, substantial evidence that such person or entity has complied with the following criteria. Such person or entity shall:

- (1) Own, possess, lease or otherwise maintain or control the necessary equipment of a type, design and specification which is generally manufactured for the collection of solid

~~waste garbage, trash and refuse~~ in sufficient quantity to assure the prompt, sanitary and efficient collection, transportation and disposition of the solid waste ~~garbage, trash and refuse~~ which is to be collected by such person or entity within this city in the performance of such a business; provided, however, that the body of all solid waste ~~garbage~~ collection vehicles used by such person or entity shall be watertight to the extent that it shall be impossible for water or other liquids to escape prior to the unloading of the contents thereof at the disposal area and all packer vehicles so listed shall have an enclosed cab, well located handrails, adequate door fastenings, hydraulic unloading capabilities, and ample racks or supports for tools, containers and other equipment and all such vehicles shall have adequate cover to prevent the contents thereof from falling, spilling or being blown from any such vehicle while in transit and all such vehicles shall be adequate in number and type to perform, satisfactorily, the duties prescribed for the same and shall be maintained in good mechanical condition; provided, however, that all such vehicles or other equipment shall also conform to any requirements as prescribed by the laws of the state or the rules and regulations of the state department of health and rehabilitative services, the state department of pollution control and any other governmental agency having jurisdiction to prescribe the type, standards or specifications of any such vehicles or equipment;

- (2) Employ, supervise, manage and control a required number of qualified employees who are necessary in order to operate and maintain such equipment so that the use thereof will conform with the requirements of this chapter ~~article~~ and all other laws, rules or ordinances;
- (3) If the solid waste collection services provider, ~~Own,~~ possess, lease or otherwise maintain or control the necessary collection equipment and employ, supervise, manage and control the required number of competent employees to ensure that the residential, commercial and industrial solid waste customers ~~of such applicant~~ will receive collection service at a frequency of not less than two (2) times per week, between the hours of 6:00 a.m. and 7:00 p.m. on Mondays and Thursdays within those residential areas of the city where single or multiple family structures exist, and solid waste containers ~~garbage cans~~ for solid waste ~~garbage, trash or refuse, including or blue bags~~ for recyclable materials, are used, at intervals of not less than three (3) calendar days between collections during such a workweek except during weeks which contain legal holidays in which event the applicant shall possess the necessary equipment and employ the necessary personnel to ensure that there will be a collection of solid waste ~~garbage, trash and refuse~~ from those customers receiving such service on the day immediately following the holiday, if the holiday occurred on the day which was scheduled for collection, and recycling collection services of not less than one (1) time per week;
- (4) Be insured by a comprehensive liability insurance policy in an amount not less than one million dollars (\$1,000,000.00) per person bodily injury, two million dollars (\$2,000,000.00) per occurrence, and one hundred thousand dollars (\$100,000.00) property damage per occurrence, and that the employees of such person are properly insured as required by F.S. ch. 440, and that the insurance shall be evidenced by delivering a certificate of such insurance with the application for such the solid waste collection franchise or a special permit;

- (5) Indemnify and hold the city harmless against any and all losses, claims, damages, suits or actions for personal injury or property damage arising from the collection of solid waste by the permit holder or franchisee, including all attorneys' fees incurred by the city in any legal or administrative proceeding and all appeals thereof;
- (6) If the solid waste collection franchisee, maintain an office within the city limits of New Port Richey, Florida, sufficiently staffed and open from 9:00 a.m. to 4:00 p.m. Monday through Friday, except on legal holidays, to field customer inquiries and complaints;
- (7) Have installed and functioning on all trucks a global positioning system monitor and cameras providing digital video images emanating from all four (4) sides of each truck; and
- (8) Have the capacity and willingness to comply with all applicable local, state, and federal laws, rules, and regulations.

#### **Sec. 10-43. Application.**

The application for the solid waste collection services provider shall be in the form approved by the city as a request for proposals from time to time as needed to award a contract to such provider. The application for a special permit as required by this division shall be on a form provided by the city, by May 1 of each year for the following calendar year, which shall list the following information:

- (1) The name, street address and mailing address of the principal place of business and branch locations of the person or persons to be granted such a special permit or if the applicant is a partnership, corporation, joint venture or other business entity, the application shall set forth the name or names, street addresses, and mailing addresses of the principal officers thereof, the name or names, street addresses and mailing addresses of the person or persons who are to be the manager, supervisor or executive employee of such entity as well as the street address and mailing address and location of the principal place of business and any branch offices of such partnership, corporation, joint venture or other business entity;
- (2) A full description of all of the equipment owned, possessed, leased or otherwise maintained or controlled by the applicant which will be used in the collection, transportation and disposition of such garbage, trash and refuse and the exact location and method where the same will be disposed of; provided, however, that if the location of the disposal site is outside of the city, the applicant shall produce, in writing, from the officials of the county or municipality in which such location exists that the disposal site has been approved by the governing body of such county or municipality and any condition pertaining to such approval shall also be set forth in the application;
- (3) A complete list of the names, ages and addresses of all employees who will be employed by the applicant by the business enterprise within this city and the exact duties which will be performed by any such employee; provided, however, that if the applicant is issued such a special permit and subsequent thereto there is a change in the list of employees, the applicant shall, within seventy-two (72) hours from the date of such change, notify the city clerk, in writing, by providing the city clerk with a current, corrected list of all such employees;



- (4) The number of commercial collection accounts, which shall be itemized with the number, size and frequency of collection for each receptacle at each commercial collection property served, along with the date and nature of any change in service during the prior year;
- (5) A complete rate schedule of the respective rates that such applicant intends to charge for ~~residential and commercial~~ C&D collections for the upcoming calendar year if a special permit is issued to the applicant by the city council;
- (6) ~~A statement by the applicant that collection of garbage, trash and refuse shall be available for each such account at a frequency of no less than two (2) times per week at intervals of not less than three (3) calendar days between collections for the solid waste collection franchisee, or at such other frequencies and intervals of time as the applicant and the customers shall agree upon for C&D;~~
- (7) A statement by the applicant that all collection equipment shall be of a type as generally manufactured for the collection of refuse and a listing of all such equipment shall be included as provided in this section. A service fee in an amount determined by ~~resolution~~ of the city council and payable to the city shall accompany the application.

**Sec. 10-44. Public notice of hearing ~~on application~~.**

A public notice of the hearing on the award of the solid waste collection franchise or application for the issuance of a special permit as required by this division shall be published in a newspaper which is published in the city at least ten (10) days prior to the date of the hearing at which the application will be considered by the city council and the notice of hearing shall be in the following form:

*Notice of Public Hearing*

Please take notice that an application for a special permit or franchise to collect, transport and dispose of garbage, trash and refuse has been made to the city council of New Port Richey, Florida by \_\_\_\_\_ of \_\_\_\_\_, and that a hearing on said application will be held in the city council chambers at the Municipal Building, 5919 Main Street, New Port Richey, Florida, commencing at the hour of 7:00 o'clock p.m. or as soon thereafter as the matter may be heard, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

All persons who are residents of said city or otherwise have valid evidence pertaining to said application are invited to attend said hearing and to be heard by said city council pertaining thereto.

\_\_\_\_\_  
City Clerk

**Sec. 10-45. Criteria for issuance.**

- (a) After reviewing the application for a special permit or the solid waste collection services franchise as required by this division at a duly convened meeting of the city council, written notice of which shall be provided to the applicant, by certified mail at least ten (10) days prior to the meeting, the city council shall ascertain and determine that the:
  - (1) Equipment listed by the applicant is of such a nature that the same will meet the specifications as required in this article;

- (2) Applicant owns or possesses sufficient equipment and employs a sufficient number of employees to provide service to the number of customers listed on the application in accordance with the frequency and intervals of collection that is required in order to ensure that solid waste ~~garbage, trash and refuse~~ is collected, transported and disposed of, as required in this chapter article;
  - (3) Applicant is duly qualified to perform the solid waste collection for which the permit or franchise is awarded; and
  - (4) Applicant is insured by a comprehensive liability insurance coverage in an amount not less than one million dollars (\$1,000,000.00) per person, bodily injury; two million dollars (\$2,000,000.00) per occurrence; and one hundred thousand dollars (\$100,000.00) property damage per occurrence.
- (b) If the city council shall determine that the applicant complies with the requirements of this article, the city council may issue a special permit or franchise providing therein such terms and conditions as the city council shall determine to be necessary in order to ensure that the applicant shall comply with the provisions of this chapter article. The granting of such a special permit shall not be construed as the grant of a franchise or of a vested right nor shall such special permit become coupled with an interest and such permit may be revoked or suspended by the city council upon the showing of good cause. The solid waste collection services franchise may be revoked upon good cause and shall not create a vested right or a permit coupled with an interest.

**Sec. 10-46. Non-transferability.**

The special permit or solid waste collection services franchise authorized by this article shall be nontransferable so that any person or entity that intends to succeed to the business interests of a permit or franchise holder shall file an application for such special permit or franchise and comply with the other procedural and substantive requirements of this article in order to qualify for the issuance of such a special permit or franchise.

**Sec. 10-47. Revocation or suspension.**

- (a) The city council may revoke or suspend any special permit or franchise if the city council shall determine that the permit or franchise holder has failed to:
  - (1) Provide adequate and satisfactory service as required by the special permit or franchise;
  - (2) Maintain proper equipment and personnel for the collection and disposal of solid waste ~~garbage, trash and refuse~~ as required by the special permit or franchise;
  - (3) For a solid waste collection services provider, mMaintain a timely schedule of pickups within the frequency and duration of time for such pickups as prescribed in this chapter article;
  - (4) Dispose of solid waste ~~garbage, trash or refuse~~ in a manner prescribed by the state department of health and rehabilitative services or in an approved sanitary landfill; or
  - (5) Maintain comprehensive liability insurance coverage as required by this article.
- (b) If a complaint is filed with the city council and the city council deems it advisable to inquire into the matter of such complaint, and if the complaint is of such a nature that the special

permit or franchise can be suspended or revoked, the city council shall adopt a resolution directed to the permit or franchise holder which shall specify therein the exact nature of the charges or complaints which have been filed against the same permit holder, the name and residence address of the person or persons making such complaint, a list of the names and addresses of all material witnesses who are available to testify in regard to the complaint, and a notice of hearing which shall be held no less than ten (10) days nor more than thirty (30) days after a copy of the resolution has been served upon the permit or franchise holder in accordance with the provisions of F.S. chapter 48, which pertains to service of process. The resolution shall also specify the time, date and place where the hearing will be held on such complaint and shall advise the permit or franchise holder that he is entitled to be represented by counsel at the hearing. Upon the hearing of testimony and the receipt of evidence, if the city council shall, by competent and substantial evidence, determine that the charge or complaint against the permit or franchise holder is true and correct, the city council may then revoke or suspend the special permit or franchise, or if the charge or complaint is not established by substantial, competent evidence, then such charges shall be dismissed. If the city council, by substantial, competent evidence, does not find the misconduct on the part of the permit or franchise holder to warrant a revocation or suspension, but that the same does warrant a citation or the imposition of additional conditions on the special permit or franchise of the permit or franchise holder, the city council shall so stipulate in writing.

#### **Sec. 10-48. Renewal.**

All special permits as authorized in this article shall be renewable from year to year and shall be effective between January first and December thirty-first of each such year or that portion thereof from the date of issuance until the next succeeding thirty-first day of December. The renewal of special permits as required in this article shall be subject to the same application and hearing requirements as specified in sections 10-43 through 10-45 and the hearing for the annual renewal thereof shall be held no later than November fifteenth of each such year. The city council, after considering the renewal application and after hearing all relevant evidence pertaining thereto, may approve the renewal of such permit for the ensuing year if the applicant shall establish, by competent substantial evidence, that such a renewal is consistent with the health, safety, welfare and hygiene of the residents of the city.

#### **Sec. 10-49. Franchise agreement.**

- (a) The franchise agreement required by section 10-41 shall be in addition to all other provisions of this division, including the required special permit. No person shall utilize public rights-of-way, alleys, streets, and other public infrastructure within the city for the purpose of engaging in the business enterprise of collecting, transporting or disposing of solid waste garbage, trash or refuse within this city without first entering into a franchise agreement with the city, the form and terms of which shall be set by ~~resolution~~ of the city council.
- (b) A person may not execute a franchise agreement with the city unless and until they have met all requirements contained in this article and obtained a special permit pursuant to this division and which is valid and in good standing.
- (c) Upon execution of the franchise agreement, the person shall be considered a "franchisee" with all benefits and privileges set forth in the franchise agreement and must at all times comply with all requirements set forth in this chapter article, the franchise agreement, as well as any

and all laws, rules, regulations, ordinances, and orders of regulatory bodies applicable to the business enterprise of collecting and transporting or disposing of solid waste ~~garbage, trash or refuse~~ within this city. Failure of the city or any governmental agency to take action on any violation shall not relieve the franchisee of compliance nor be deemed a waiver of franchisee's obligation to comply with all such requirements and laws.

(d) Franchise fees:

- (1) Each franchise agreement shall provide for payment of franchise fees from the franchisee to the city as compensation for the rights and benefits granted hereunder, including but not limited to, the right to engage in the business enterprise of collecting, transporting or disposing of solid waste ~~garbage, trash or refuse~~ within this city and the right to utilize public rights-of-way, alleys, streets, and other public infrastructure within the city and all benefits associated therewith.
  - (2) The franchise fee shall be based on the collected revenues of the franchisee, or the city as to the solid waste collection services provider, and shall be in the form of a percentage set by ~~resolution of~~ the city council. Use of a billing method that has the ~~effect~~ of reducing or avoiding the payment of franchise fees under the franchise agreement shall be cause for immediate termination and revocation of the franchise agreement, without prejudice as to any additional penalties for such actions.
  - (3) For C&D permit holders, franchise fees shall be paid monthly and must be accompanied by a statement of the franchisee's collected revenues in a form prescribed by the city's finance department. Failure to remit the franchise fees and documentation required herein shall be grounds for termination and revocation of the franchise agreement. For the solid waste collection services provider ~~franchise holder~~, franchise fees shall be deducted from any payment remitted to the franchisee by the city.
- (e) The city reserves its right to enter into franchise agreements and grant other similar rights to more than one (1) person, business, or entity. The franchise agreement is not an exclusive right to provide the services described herein within the city, unless provided otherwise in said agreement. The city further reserves its right to provide its services, including but not limited to, the solid waste collection services described herein, to any person. The execution of the franchise agreement, and any renewal thereof, shall not be construed as creating any vested rights. Each franchise agreement shall be terminable and revocable in accordance with its terms and the terms of this article.

**Secs. 10-50—10-57. Reserved.**

**ARTICLE III. SOLID WASTE CONTAINERS ~~GARBAGE CANS AND DUMPSTERS~~**

**Sec. 10-58. Definitions.**

The following words, terms and phrases, ~~when~~ used in this article, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning.:

1. Bumper shall mean a post, curb, or other structure that keeps the dumpster located on the pad when servicing.

2. Commercial Solid Waste Container shall mean a solid waste container designed for and used by commercial businesses and residents in multi-family dwellings, typically collected for



~~disposal through the use of a mechanical lifting and dumping apparatus, and commonly referred to as dumpster, available in various sizes~~ Dumpster shall mean a garbage, trash or other waste material container that is designed and constructed to be mechanically lifted for placement on, or dumping into, a refuse truck. The term dumpster shall include, but not be limited to, compactors and containers commonly referred to as "roll-offs."

3. Commercial Solid Waste Container Dumpster Pad shall mean the concrete foundation on which the screen is constructed.

4. Commercial Solid Waste Container Dumpster Screen shall mean the enclosure of a commercial solid waste container dumpster and dumpster pad area, including the gate for access to the container dumpster, as provided in this article.

5. Residential Solid Waste Container shall mean a solid waste container designed for and used by residents in dwellings having fewer than six (6) residential units, which may also be used by small commercial businesses or in conjunction with commercial solid waste containers by other commercial businesses or residents in multi-family dwellings having greater than five (5) residential units, having a capacity of less than fifty (50) gallons which may be manually collected for disposal into the rear of a solid waste collection vehicle, or having a capacity of less than one hundred (100) gallons collected through the use of a mechanical lifting and dumping apparatus ~~Garbage can shall mean any container, other than a dumpster, used for garbage, trash, refuse or other waste material, including recycling containers.~~

6. Temporary commercial solid waste container dumpster shall mean a container dumpster used on a construction site or at a special event for a limited, defined time period.

#### **Sec. 10-59. Storage generally.**

(a) Residential solid waste containers ~~Single-family residential and duplex dwellings~~ shall be stored ~~garbage cans~~ within the side or rear yard on each property, out of view of public streets.

(b) Commercial solid waste containers, including multifamily, garbage can and recycling containers. ~~In all zoning districts, garbage cans and recycling containers shall be stored as far from public streets and adjacent property as is practicable. When stored, all garbage cans and recycling containers shall be screened from public and from adjacent property view at ground level as much as is practicable.~~

(c) Screening for residential solid waste containers used by small commercial businesses by wall, fence, landscape or hedge shall be required as provided in this section permitted. ~~Garbage can and recycling container storage location and screening shall be approved by the development services department. If landscape or hedge is used as screening, it shall be maintained in a condition to present a living, healthy, neat and orderly appearance, and in a manner consistent with the intent of creating a visual barrier. The screen shall be sufficient to block the view of the solid waste container from adjacent properties and rights-of-way.~~

(d) Residential solid waste containers shall only be placed at curbside for collection after four (4:00) p.m. on the day before the scheduled collection day and shall be removed from the curbside collection area by the end of the scheduled collection day.

**Sec. 10-60. Screening of commercial solid waste containers dumpsters.**

(a) *Commercial solid waste containers Dumpster.* All commercial solid waste containers dumpsters located within the city shall be screened in accordance with the regulations of this section.

(b) *Screen required.* All commercial solid waste containers dumpsters shall be screened on all sides, and not visible at ground level from the right-of-way street or any adjacent property, with a dumpster screen gate for access to the dumpster.

(c) *Screen design/construction.* The commercial solid waste container dumpster screen shall be constructed of masonry, solid wood, or substantially opaque fencing, designed and installed to completely screen the container dumpster from view. The dumpster screen and gate shall be a minimum of five (5) feet in height, and no more than six (6) feet in height, as measured from grade. There shall be a minimum of two (2) feet of clearance on all sides of the container dumpster.

(d) *Pad.* The commercial solid waste container dumpster shall sit on a reinforced concrete pad with bumper. The pad shall be made of three thousand (3,000) psi concrete with a minimum thickness of six (6) inches. The pad shall be constructed so that there is a minimum clearance of two (2) feet on all sides.

(e) *Commercial solid waste container Dumpster screen gate.* The commercial solid waste container dumpster screen gate shall be constructed of substantially opaque fencing material, designed and installed to completely screen the container dumpster from view. The gate shall be construed of suitable heavy gauge materials, secured with sturdy hinges or slides, and latches with the ability to be locked open for windy conditions. The gate shall be kept closed except when the container dumpster is actively being loaded or unloaded, or the container dumpster or dumpster screen are being maintained.

(f) *Florida Standard Building Code.* All construction shall be in accord with the standards required in the Florida Standard Building Code.

(g) *Location.* The commercial solid waste container dumpster and dumpster screen shall be located in the off-street parking area, within the required yard setback area, and shall not impede visibility or traffic flow. No container dumpster shall be located within any public street, alley, right-of-way or easement. A container and screen dumpster shall be located so as to allow ease of access for collection trucks.

(h) *Nuisance.* No commercial solid waste container dumpster or dumpster screen shall be located, maintained, or allowed so as to result in the violation of chapter 15 (Nuisance), appendix A, Land Development Code of the City of New Port Richey.

## Sec. 10-61. Number, size and type.

The following standards ~~are to~~ set forth the minimum size and type of solid waste container ~~garbage can and/or dumpster~~ required for a specific use:

- (a) Single-family uses and duplexes shall be limited to use of residential solid waste containers ~~garbage cans~~ only. Each unit shall provide refuse containers for a minimum equivalent volume of two (2) 30-gallon solid waste ~~refuse~~ containers per unit. No commercial solid waste containers ~~dumpsters~~ shall be allowed except as regulated under temporary dumpsters, section 10-652.
- (b) Multifamily uses with ~~three (3) or more than two (2), but fewer than six (6)~~ residential units, shall provide volume for a minimum equivalency of at least two (2) 30-gallon solid waste ~~refuse~~ containers per unit or a properly screened commercial solid waste container located outside the front yard of the property at least one 1.5 cubic yard bin for each five (5) units.
- (c) Commercial and industrial uses shall provide commercial solid waste ~~refuse~~ containers in a number and size so as to adequately contain the solid waste ~~refuse~~ generated by the use. Waste in excess of one 8 4-cubic yard container requires portable or stationary compactor service, or additional or larger containers ~~bins, or larger bins.~~
- (d) Restaurant uses shall provide commercial solid waste ~~refuse~~ containers in a number and size so as to adequately contain the solid waste ~~refuse~~ generated by the use, and in no case less than however a minimum 2 3-cubic yard container ~~must be provided~~. Waste in excess of one 8 4-cubic yard container requires portable or stationary compactor service, or additional or larger containers ~~bins, or larger bins.~~
- (e) Hazardous or noxious wastes must be contained in a safe and sanitary manner in accordance with applicable regulations.
- (f) ~~The following tables shall be utilized to determine the size and type of refuse container necessary:~~

TABLE 1  
DIMENSIONS OF REFUSE CONTAINERS

Standard 30-gallon can	20.5" diameter x 27" high		
	High	Deep	Wide
1.5 cubic yard bin	43"	36"	80"
2.0 cubic yard bin	47"	39"	80"
3.0 cubic yard bin	58"	48.5"	80"
4.0 cubic yard bin	64"	53.5"	80"

TABLE 2  
EQUIVALENCY TABLE

Bin size	Equivalent # cans
1.5 cubic yard bin	10 30-gallon cans
2.0 cubic yard bin	14 30-gallon cans
3.0 cubic yard bin	21 30-gallon cans
4.0 cubic yard bin	28 30-gallon cans

~~These are typical dimensions and may differ on the service provider. Larger bins and/or compactors may be used as space, location, and screening provisions allow.~~

**Sec. 10-62. Temporary dumpsters.**

Temporary dumpsters shall be exempt from the location and screening requirements of this article and shall be removed as soon as the construction activity or event is completed. They shall be placed in a manner so as to minimize any effects on neighboring properties and may not be placed on public rights-of-ways unless specifically authorized through the issuance of a right-of-way use permit.

**Sec. 10-63. Compliance.**

- (a) Before locating or constructing any solid waste container ~~garbage can or dumpster~~ screen, approval shall be obtained from the development services department in accord with this section. In the event an application is submitted for a permit or development order relating to commercial or multifamily development, including a permit request for remodeling, repair, renovation, etc., the accompanying submittal will include a plan for solid waste container ~~garbage can and/or dumpster~~ location and screening that complies with the requirements of this article section.
- (b) Any screen constructed in accordance with this article shall be maintained in such a manner as to ensure that it is a safe structure, and complies with all applicable life safety regulations and construction standards.
- (c) The failure to construct and thereafter, to maintain any screen as required in this section, or to comply with any order of the development services department with regard to the administration of this section, shall be punishable in accordance with the general penal provision of the New Port Richey City Code.

**Sec. 10-64. ~~Reserved.~~ Variances.**

The application of this article section ~~may~~ result in practical difficulties and unnecessary hardship in isolated cases. Therefore, where enforcement of the provisions of this article would result in unnecessary or undue hardship, this article may be varied in accord with the requirements set forth in chapter 5, section 5.03.00, Land Development Code, Appendix A (Zoning Code), New Port Richey City Code. Any variance should be such that it does not deter the principal intent of this section which is to provide for screening of solid waste containers ~~garbage facilities~~ in accord with the prescribed standards.

**Sec. 10-65. Reserved.**

**SECTION 2. Enforcement.** The provisions of this Ordinance shall be enforced as otherwise provided in the Code of Ordinances.

**SECTION 3. Solid Waste Fees.** The solid waste fees set forth in Exhibit “A” attached hereto shall be the fees to be collected for the solid waste collection services provided in this ordinance, which may be amended from time to time by the city council by resolution as provided by law.

**SECTION 4. 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 5. 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 6. Effective Date.** This ordinance shall take effect immediately upon its adoption as provided by law. The initial imposition of the solid waste collection service fee on each property within the city and the commencement of the collection operations of the initial solid waste collection service provider, as provided herein, shall be for solid waste collection services commencing on or after March 2, 2024.

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 \_\_\_\_\_, 2024, 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 \_\_\_\_\_, 2024.

ATTEST:

By: \_\_\_\_\_  
Judy Meyers, CMC, City Clerk

By: \_\_\_\_\_  
Alfred C. Davis, 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

## EXHIBIT A

FY2023-2024 SOLID WASTE COLLECTION FEES								
RESIDENTIAL								
Frequency	Quarterly Fee							
2/wk	\$ 59.28							
NON-RESIDENTIAL CURBSIDE								
Frequency	Monthly Fee	Extra Pick-Up Fee (per occurrence)						
1/wk	\$ 26.36	\$ 16.73						
2/wk	\$ 43.08	\$ 16.73						
3/wk	\$ 65.70	\$ 16.73						
4/wk	\$ 89.09	\$ 16.73						
COMMERCIAL								
		Monthly Collection Fee						
		Frequency						
Dumpster Size	1/wk	2/wk	3/wk	4/wk	5/wk	6/wk	Second Container Delivery/Removal Fee (Extra Lift Fee will also apply)	Extra Pick- Up/Lift Fee (Per occurrence)
2 yards	\$ 43.45	\$ 86.90	\$ 128.12	\$ 151.51	\$ 173.46	\$ 218.56	\$ 167.25	\$ 26.69
4 Yards	\$ 79.18	\$ 158.35	\$ 237.52	\$ 316.69	\$ 331.66	\$ 371.46	\$ 167.25	\$ 53.39
6 yards	\$ 103.27	\$ 206.54	\$ 309.81	\$ 413.07	\$ 435.85	\$ 479.44	\$ 167.25	\$ 80.08
8 yards	\$ 119.73	\$ 239.47	\$ 359.20	\$ 478.94	\$ 523.25	\$ 627.89	\$ 167.25	\$ 106.77

<b>Parcel ID</b>		05-26-16-0030-13200-0155 (Card: 1 of 2)							
<b>Classification</b>		00800-Mfr <10 Units							
<b>Mailing Address</b>				<b>Property Value</b>					
NAPOLITANO ANGELA M				<b>Just Value</b>		<b>\$157,797</b>			
6013 ADAMS ST				Ag Land		\$0			
NEW PORT RICHEY, FL 34652-2804				Land		\$56,300			
				Building		\$101,115			
				Extra Features		\$382			
<b>Physical Address</b>						<b>Non-School</b>		<b>School</b>	
6013 ADAMS STREET, NEW PORT				Assessed		\$56,900		\$78,520	
RICHEY, FL 34652				Homestead Exemption		-\$25,370		-\$25,000	
5805 ILLINOIS AVENUE, NEW PORT				Additional Exemptions		-\$0		-\$0	
RICHEY, FL 34652									
<b>Legal Description (First 200 characters)</b>				<b>Taxable Value</b>		<b>\$31,530</b>		<b>\$53,520</b>	
See Plat for this Subdivision				Warning: A significant taxable value increase may occur when sold.		Click <a href="#">here</a> for details and info. regarding the posting of exemptions.			
CITY OF NEW PORT RICHEY PB 4 PG 49 SOUTH 2/3									
OF LOT 15 & LOT 16 BLOCK 132 OR 5680 PG 100 &									
OR 8109 PG 1595 OR 9078 PG 3603 OR 9285 PG									
2620									
<b>Jurisdiction</b>									
CITY OF New PORT RICHEY									
<b>Community Dev District</b>									
N/A									

<b>Land Detail (Card: 1 of 2 )</b>									
Line	Use	Description	Code	Zoning	Units	Type	Price	Condition	Value
1	0100R	SFR	LP1-1	00R3	5000.000	SF	\$5.63	1.00	\$28,150
2	0100R	SFR	LP1-1	00R3	5000.000	SF	\$5.63	1.00	\$28,150

<b>Additional Land Information</b>				
Acres	Tax Area	FEMA Code	Subsidence Activity	Neighborhood Code(s)
0.23	60NP	X	None Reported	NPRY

<b>View Sketch Building Information - Use 0100-Single Family Residential (Card: 1 of 2 )</b>				
<b>Year Built</b>	1936	<b>Stories</b>	1.0	
<b>Exterior Wall 1</b>	Average	<b>Exterior Wall 2</b>	None	
<b>Roof Structure</b>	Gable or Hip	<b>Roof Cover</b>	Asphalt or Composition Shingle	
<b>Interior Wall 1</b>	Drywall	<b>Interior Wall 2</b>	None	
<b>Flooring 1</b>	Laminate	<b>Flooring 2</b>	None	
<b>Fuel</b>	Electric	<b>Heat</b>	Forced Air - Ducted	
<b>A/C</b>	Central	<b>Baths</b>	1.0	

Line	Code	Description	Sq. Feet	Value
1	BAS01	LIVING AREA	1,110	\$83,742
2	FOP01	FINISHED OPEN PORCH	162	\$3,093

<b>Extra Features (Card: 1 of 2 )</b>					
Line	Code	Description	Year	Units	Value
No Extra Features					

<b>Sales History</b>					
<b>Previous Owner:</b>		ADDINO ANNA M & NAPOLITANO ANGELA M			
Month/Year	Book/Page	Type	DOR Code	Condition	Amount
11/2015	9285 / 2620	Quit Claim Deed	11	I	\$0
7/2014	9078 / 3603	Warranty Deed	11	I	\$0
6/2009	8109 / 1595	Quit Claim Deed	11	I	\$0
12/2003	5680 / 0100	Warranty Deed		I	\$49,000
7/2003	5435 / 1252	Certificate of Title		I	\$0
4/2001	4596 / 1841	Warranty Deed		I	\$49,900
12/1999	4307 / 1406	Warranty Deed		I	\$0

<b>Parcel ID</b>		05-26-16-0030-13200-0155 (Card: 2 of 2)			
<b>Classification</b>		00800-Mfr <10 Units			
<b>Mailing Address</b>		<b>Property Value</b>			
NAPOLITANO ANGELA M		<b>Just Value</b>		<b>\$157,797</b>	
6013 ADAMS ST		Ag Land		\$0	
NEW PORT RICHEY, FL 34652-2804		Land		\$56,300	
		Building		\$101,115	
		Extra Features		\$382	
<b>Physical Address</b>					
6013 ADAMS STREET, NEW PORT					
RICHEY, FL 34652					
5805 ILLINOIS AVENUE, NEW PORT					
RICHEY, FL 34652					
<b>Legal Description (First 200 characters)</b>		<b>Assessed</b>		<b>Non-School</b>	
See Plat for this Subdivision		Homestead Exemption		-\$25,370	
CITY OF NEW PORT RICHEY PB 4 PG 49 SOUTH 2/3		Additional Exemptions		-\$0	
OF LOT 15 & LOT 16 BLOCK 132 OR 5680 PG 100 &					
OR 8109 PG 1595 OR 9078 PG 3603 OR 9285 PG					
2620					
<b>Jurisdiction</b>		<b>Taxable Value</b>		<b>\$31,530</b>	
CITY OF New PORT RICHEY				<b>\$53,520</b>	
<b>Community Dev District</b>		<b>Warning: A significant taxable value increase may occur when sold.</b>			
N/A		<b>Click <a href="#">here</a> for details and info. regarding the posting of exemptions.</b>			

Land Detail (Card: 2 of 2 )									
Line	Use	Description	Code	Zoning	Units	Type	Price	Condition	Value
No Land Records									

Additional Land Information				
Acres	Tax Area	FEMA Code	Subsidence Activity	Neighborhood Code(s)
0.23	60NP	X	None Reported	NPRY

View Sketch Building Information - Use 0100-Single Family Residential (Card: 2 of 2 )				
Year Built	1936	Stories	1.0	
Exterior Wall 1	Average	Exterior Wall 2	None	
Roof Structure	Gable or Hip	Roof Cover	Rolled Composition	
Interior Wall 1	Drywall	Interior Wall 2	None	
Flooring 1	Asphalt Tile	Flooring 2	None	
Fuel	Oil	Heat	Convection	
A/C	Window Unit	Baths	1.0	

Line	Code	Description	Sq. Feet	Value
1	BAS01	LIVING AREA	486	\$14,280

Extra Features (Card: 2 of 2 )				
Line	Code	Description	Year	Units
1	RDCFENCE	DECORATIVE FENCE	2015	384

Sales History					
Previous Owner:			ADDINO ANNA M & NAPOLITANO ANGELA M		
Month/Year	Book/Page	Type	DOR Code	Condition	Amount
11/2015	9285 / 2620	Quit Claim Deed	11	I	\$0
7/2014	9078 / 3603	Warranty Deed	11	I	\$0
6/2009	8109 / 1595	Quit Claim Deed	11	I	\$0
12/2003	5680 / 0100	Warranty Deed		I	\$49,000
7/2003	5435 / 1252	Certificate of Title		I	\$0
4/2001	4596 / 1841	Warranty Deed		I	\$49,900
12/1999	4307 / 1406	Warranty Deed		I	\$0





THE CITY OF  
**NEW PORT  
RICHEY**  
FLORIDA

# UTILITIES SERVICES INVOICE

Office: 2010 Main Street • Hours: 8 AM - 5 PM  
Email: [utility@cityofnewportrichey.org](mailto:utility@cityofnewportrichey.org) Phone: (727) 813-4500  
Questions regarding sewer Backups: (727) 813-4500  
24-hour emergency (Police Dept.): (727) 813-4500

## SERVICE DETAILS

Customer Name: **NAPOLITANO, ANGELA & ADDINO, A**  
Cycle/Route: **42-13**  
Service Location: **5805 ILLINOIS AVE**  
Customer Type: **Multi-Family**

Meter #	Service Period	Days	Current	Previous	Usage
73386002	12/16/23 - 01/16/24	31	551	548	3

(Usage x 1000)

Service Description	Usage	New Charges
WA WATER BASE CHARGE		\$19.49
WATER CONSUMPTION	3	\$11.07
WA TAMPA BAY INCREASE		\$2.37
SW SEWER BASE CHARGE		\$24.61
SEWER CONSUMPTION		\$17.70
<b>Total New Charges</b>		<b>\$75.24</b>

PO \$75.24  
2/7/24

## ACCOUNT SUMMARY

Account ID: <b>24658</b>	Customer ID: <b>288535</b>
Billing Date:	01/24/2024
Previous Balance:	\$85.62
Payment Received on 01/05/2024:	(\$85.62)
Adjustments:	\$0.00
New Charges:	\$75.24
<b>Total Balance Due:</b>	<b>\$75.24</b>
<b>Payment Due By 02/13/2024</b>	
<b>If Paid After 02/13/2024:</b>	<b>\$80.24</b>

## THOUGHT WE'D LET YOU KNOW

SWFWMD MODIFIED PHASE ONE WATER SHORTAGE ORDER  
LIMITING WATERING RESTRICTIONS TO ONCE PER WEEK  
IS IN EFFECT STARTING 12/01/2023. FOR DETAILS, PLEASE  
VISIT

[www.swfwmd.state.fl.us/business/erp/mltina/district-water-restrictions](http://www.swfwmd.state.fl.us/business/erp/mltina/district-water-restrictions)

PLEASE BRING ENTIRE BILL IF PAYING IN PERSON. PLEASE DETACH AND RETURN BOTTOM PORTION IF PAYING BY MAIL. PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.



## NEW PORT RICHEY

UTILITY DEPARTMENT  
P.O. BOX 2079  
NEW PORT RICHEY, FL 34656-2079

## UTILITY BILLING PAYMENT COUPON

Check and complete form on  
back of this coupon:

☐ Change in billing address

Account ID: **24658** Customer ID: **288535**

**Total Balance Due: \$75.24**

**Payment Due By 02/13/2024**

**If Paid After 02/13/2024: \$80.24**

001924



AUTO\*\*SCH 5-DIGIT 34652 1924 T5:6 1924 1 AV 0.504



NAPOLITANO, ANGELA & ADDINO, A  
6013 ADAMS ST  
NEW PORT RICHEY FL 34652-2804

If not paid by payment due date a \$5.00 or 5% penalty will be  
assessed whichever is greater. Make checks payable to: City of  
New Port Richey.



CITY OF NEW PORT RICHEY  
PO BOX 2079  
NEW PORT RICHEY FL 34656-2079



67756042024800591154000000075242



Office of the Mayor  
City Of New Port Richey  
**Proclamation**

**WHEREAS**, the Irish first came to Florida in the 1500s first as missionaries and mercenary soldiers and then as planters, traders, businessmen, doctors and administrators; and

**WHEREAS**, Fr. Richard Arthur, an Irish-born priest from Limerick who was appointed parish priest for St. Augustine in 1597 and ecclesiastical judge of Florida, established the first public school in America and opened it to both boys and girls of all races; and

**WHEREAS**, by 1776 nearly 300,000 Irish nationals had emigrated to the American colonies and played a crucial role in America's War for Independence; and

**WHEREAS**, five signers of the Declaration of Independence were of Irish descent, and three signers were Irish born; and

**WHEREAS**, over the course of our nation's history, twenty-two presidents have proudly proclaimed their Irish American Heritage; and

**WHEREAS**, in 1792 Irish born James Hoban provided the architectural plans for the White House and served as one of the supervising architects for the construction of the Capitol; and

**WHEREAS**, Irish Americans have played integral roles in our armed forces including Commodore John Barry who is recognized as the First Flag Officer of the United States Navy, Capitan Oliver Perry who achieved a major naval victory in the Battle of Lake Erie, and the five Sullivan brothers who made the ultimate sacrifice for democracy and freedom during the Naval Battle of Guadalcanal.

**NOW, THEREFORE**, I, Chopper Davis , Mayor of the City of New Port Richey do hereby proclaim the month of March 2024 as

*Irish American Heritage  
Month*

in the City of New Port Richey and encourage all residents to celebrate the diverse cultures, traditions, and histories of Irish Americans and to acknowledge the important contributions made by them.



*In witness whereof I have hereunto set my  
hand and caused this seal to be affixed.*

\_\_\_\_\_  
ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_





Office of the Mayor  
City Of New Port Richey

# Proclamation

**WHEREAS**, the Athletic Trainers' Association of Florida was founded in 1983 as an organization committed to the education of its members and the enhancement of the profession of athletic training, creating better health care for the population it serves; and

**WHEREAS**, athletic trainers from professional, collegiate, high school, and club sports teams, public safety and every branch of the United States military work together to promote and practice the profession of athletic training within the City of New Port Richey; and

**WHEREAS**, athletic trainers are highly skilled health care professionals who specialize in immediate, acute and emergency care; injury prevention; risk management and rehabilitation of injury and illness; and

**WHEREAS**, the National Athletic Trainers' Association represents and supports more than 45,000 members of the athletic training profession, including more than 3,049 in the State of Florida and over 77 in Pasco County; and

**WHEREAS**, Leading organizations concerned with athletic training and health care have united in a common commitment to raise public awareness of the importance of the profession of athletic training and the role of athletic trainers in the provision of quality health care services

**NOW, THEREFORE**, I, Chopper Davis, Mayor of the City of New Port Richey do hereby proclaim the month of March 2024 as

## National Athletic Training Month

in the City of New Port Richey and encourage all residents to join me in recognizing athletic trainers for their honorable work in keeping the community healthy.



In witness whereof I have hereunto set my  
hand and caused this seal to be affixed.

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_





Office of the Mayor  
City Of New Port Richey  
**Proclamation**

**WHEREAS**, problem gambling is a serious public health issue which impacts family, friends, and businesses with significant societal and economic costs, affecting more than one million Floridians of all ages, races, and ethnic backgrounds in all communities; and

**WHEREAS**, it is estimated that more 200,000 Florida adults of diverse age, race, ethnicity, and socio-economic status suffer from problem gambling and need treatment; and

**WHEREAS**, the issue of problem gambling is a community issue, as 8-10 people are affected for every one problem gambler and conservative estimated social costs are \$9 billion annually; and

**WHEREAS**, the Florida Council on Compulsive Gambling's 2023 awareness campaign provides an opportunity for the public, policymakers, educators, businesses, mental health, criminal justice professionals, the gaming industry, and others, to make known the adverse effects of problem gambling, as well as available treatment; and

**WHEREAS**, educating the public about how problem gambling affects everyone in the community, including youth, older adults, and families, is essential if we are to be proactive about this problem.

**NOW, THEREFORE**, I, Chopper Davis , Mayor of the City of New Port Richey, do hereby proclaim the month of March as

*Problem Gambling  
Awareness Month*

in New Port Richey and urge any individual, professional, or organization whom is dedicated to assisting those in need to participate in raising awareness and treating problem gambling by promoting the statewide 24- hour Help Line at 888-Admit-It.



*In witness whereof I have hereunto set my  
hand and caused this seal to be affixed.*

\_\_\_\_\_  
ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_



# NEW PORT RICHEY

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

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**TO:** City of New Port Richey City Council  
**FROM:** Crystal M. Dunn, Finance Director  
**DATE:** 3/5/2024  
**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 \$25,000 and over.

**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 Listing	Backup Material

PURCHASES/PAYMENTS FOR CITY COUNCIL APPROVAL

Razorback LLC	\$142,917.00
Decubellis Tank & Aerator Paint Rehabilitation	

Stroud Engineering Consultants Inc.	\$30,485.00
Fleet Maintenance & Warehouse Facility	
Final Design and Construction Phase Services	

RECURRING EXPENDITURES OVER \$25,000

Shelley's Septic Tanks, Inc.	\$30,013.20
Hauling, Treatment & Disposal of Biosolids	



# NEW PORT RICHEY

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

**TO:** City of New Port Richey City Council

**FROM:** Andrea Figart, New Port Richey Public Library Director

**DATE:** 3/5/2024

**RE:** Cultural Affairs Committee Minutes - November 2023 - January 2024

## REQUEST:

The request before City Council is to review and consider approving the attached minutes from the November 15, 2023; December 20, 2023; and January 17, 2024, Cultural Affairs Committee Meetings.

## DISCUSSION:

The Cultural Affairs Committee makes recommendations and advises the City Council regarding financial sponsorship and the creation of informational and entertainment activities that promote City residents' cultural education and appreciation.

The Cultural Affairs Committee holds monthly meetings, with the most recent meeting occurring on February 20, 2024, at which time the committee reviewed and approved the minutes from the previous meeting.

The Cultural Affairs Committee's next meeting will take place on Wednesday, March 20, 2024, at 6:30 p.m. The meeting will be held at the Public Library, and the public is invited to attend.

## RECOMMENDATION:

The recommendation before City Council is to review and accept the minutes from the November 15, 2023, through January 17, 2024, Cultural Affairs Committee Meetings.

## BUDGET/FISCAL IMPACT:

None

## ATTACHMENTS:

Description	Type
▣ Cultural Affairs Committee Meeting Minutes_Nov 15,2023	Backup Material
▣ Cultural Affairs Committee Meeting Minutes_December 20, 2023	Backup Material
▣ Cultural Affairs Committee Meeting Minutes_January 17, 2024	Backup Material

**NEW PORT RICHEY CULTURAL AFFAIRS COMMITTEE  
BOARD MEETING  
NOVEMBER 15, 2023**

**MINUTES**

The regular meeting of the Cultural Affairs Committees was held at the New Port Richey Public Library at 6:30 pm on Wednesday, November 15, 2023. Board members in attendance: Kim Brust, Eric Mullins, Kelly Smallwood, Beth Fregger, City Liaison - Andrea Figart, Chairperson - Richard Melton, Public - PHSC student Billy Norton.

**APPROVAL OF MINUTES**

Minutes were unanimously approved

**VOX POP** - There were no discussions or speakers

**CONTINUING BUSINESS**

1. Beth Fregger offered to take over the writing of the minutes. A motion was made by Kim Brust - Second by Kelly Smallwood. It was unanimously approved.
2. Committee Recommendations of other applicants - suggestions were made on advertising for new members.
  - a. Put a notice on the back of the water bill.
  - b. Make a post on the City website  
City Liaison will check on these and talk with the City's new marketing specialist, Ali Buckman, to see if other options are available.
3. Funding amount update - City Liaison reported the committee has a budget of \$6000 for the FY 2023-24.
4. City's 100 Year celebration - Ideas, Updates. - The city liaison reported that the committee will be meeting after the first of the year to begin planning. The future committee members will be notified.
5. Program Possibilities & Grants
  - a. Florida Humanities - Florida Talks Speaker Grant - *Rolling Deadline* City liaison explained the grant process.
    - i. We can choose up to 3 speakers for a minimum of \$300/speaker. Committee chose
      1. David Morton - Florida Film Historian
      2. Eliot Kleinberg - Florida Author
      3. David Head - Florida Author
      4. Alternate - Chris Kahl - Florida Folk Singer and Storyteller
    - ii. A grant writing committee was formed to pursue this grant members are: City Liaison - Andi Figart, Kim Brust, Richard Melton
    - iii. The committee will also contact the suggested speakers to request their availability in Qtr 2, 3 & 4.
    - iv. Kim Brust motioned to pursue this grant. This was seconded by Anna Mae McNally and passed unanimously.



- b. Florida Humanities - Community Project Grant
  - i. Grant is awarded 3 times per year and could be used to produce the documentary film about NPR discussed at the previous meeting
  - ii. The deadline for the 2023 grant is December 2023. A motion was made to apply for this grant in 2024 after the new deadlines were published. Motion made by Anna Mae McNally second by Kelly Smallwood. Passed unanimously.
  - iii. A grant writing committee was formed to pursue this grant, Members are: City Liaison - Andi Figart, Beth Fregger, Eric Mullins, and Kelly Smallwood.
  - iv. To prepare for the Community Projects Grant, it was suggested to go forward with pricing out the cost of producing the film. To do that, the committee will develop an RFP to send to individuals to write, direct, and produce this documentary and make this a 100th anniversary project for the city. Chair Rich Melton requested this be put under New Business for the December Meeting.
- c. CAC Project Plan - To respect the committee's time, Chair Rich Melton suggested moving this to Continuing Business for the December meeting

## **NEW BUSINESS**

**OTHER** - No other discussions

A motion to adjourn the meeting was made by Anna Mae McNulty and seconded by Eric Mullins. Approved unanimously.

The meeting was adjourned at 7:35 pm.

Respectfully submitted,  
Beth Louise Fregger

**NEW PORT RICHEY CULTURAL AFFAIRS COMMITTEE**  
**DECEMBER 20, 2023**  
**6:30 pm**  
**MINUTES**

*The regular meeting of the Cultural Affairs Committees was held at the New Port Richey Public Library at 6:30 pm on Wednesday, December 20, 2023.*

**Board members in attendance:** Chairperson- Richard Melton, Kim Brust, Anna Mae McNally, Beth Fregger, City Liaison - Andrea Figart.

**Public in attendance:** Dave Folds, Vincent Gaddy, PFAC - Andrea Monge.

**APPROVAL OF MINUTES** - The minutes of the November 15, 2023, meeting were unanimously approved.

**VOX POP** – No speakers

**CONTINUING BUSINESS**

1. Committee Recommendations of potential committee applicants - suggestions were made on advertising for new members. City Liaison Andi Figart reported regarding:
  - a. Put a notice on the back of the water bill - Andi Figart contacted the finance dept. and that announcement space is currently scheduled to communicate new billing options to residents. However, it may be available as early as the March Utility Bill.
  - b. City website – There is a page on the city website that has information about all the city boards and committees. Adding updates about each board/committee's projects is currently unavailable, but the suggestion will be forwarded to the committee that is currently building the new website. Andi Figart will follow up as the website is developed.
  - c. Social media - Andi Figart has conveyed the committee's suggestion to Judy Myers, City Clerk. The City's official social media page has not previously been used to solicit board/committee applicants.
  - d. The Bridge – A related article about volunteering and a call out for board and committee applicants will appear in the next edition.
2. Funding amount update - City Liaison reported the committee has a remaining budget of \$6000 for the FY 2023-24.
3. Program Possibilities & Grants - Florida Humanities Grant Ed Webpage: Liaison shared info on Grant writing tips, tricks & webinars available and will forward info on grant education.
4. Florida Talks Speaker Grant - update. it was suggested we come up with a theme for the speakers series. It will be a "summer speakers series" June - September

***COMMITTEE INCLUDES: Kim Brust, Rich Melton, and assisted by Andi Figart***

- a. David Morton - Florida Film Historian - Rich Melton spoke to him regarding availability in sept
  - b. Eliot Kleinberg - Florida Author - Beth Fregger will contact
  - c. David Head - Florida Author is already booked in NPR
  - d. Chris Kahl - Florida Folk Singer and Storyteller - Kim Brust will contact
5. Florida Humanities - Community Project Grant - Liaison passed out deadlines for the grant  
***COMMITTEE INCLUDES: Beth Fregger, Eric Mullins, Kelly Smallwood, and assisted by Andi Figart***
6. CAC Project Plan - need to set up goals and objectives

**NEW BUSINESS**

It was suggested to see how CAC could assist in fixing the sculptural wall at Cavalier Square.

**OTHER** - No other discussions

**ADJOURNAMENT-** A motion to adjourn the meeting was made by Anna Mae McNulty and seconded by Kim Brust. The motion was approved unanimously, and the meeting adjourned at 7:35 pm.

Respectfully submitted,  
Beth Louise Fregger

## **NEW PORT RICHEY CULTURAL AFFAIRS COMMITTEE**

### **JANUARY 17, 2024, MEETING MINUTES**

The regular meeting of the Cultural Affairs Committees was held at the New Port Richey Public Library at 6:30 pm on Wednesday, January 17, 2023. Board members in attendance: Kim Brust, Beth Fregger, Kelly Smallwood, City Liaison - Andrea Figart, Chairperson - Richard Melton, Public - Dave Folds, Vincent Gaddy.

**APPROVAL OF MINUTES** - The meeting minutes from December 20, 2023, were unanimously approved.

**VOX POP** - No Speakers

#### **CONTINUING BUSINESS**

1. Andi passed out upcoming events and meeting dates
2. Committee Recommendations to promote applying for the committee-
  - a. A recruitment announcement on the back of the water bill could be possible as early as March.
  - b. Make a post on the city website. The city is updating its website. Andi Figart will follow up as the website is developed.
  - c. Social media - Andi Figart contacted Judy Myers in the City Manager's office
  - d. The Bridge - posting is in the most recent issue.
3. Schwetman Center Updates - Many ideas are being floated around, and the City continues to evaluate the options.
4. City Centennial Committee update
  - a. The Steering Committee will meet on Feb 1 at 6 pm in the NPR Library's Magnolia Room.
  - b. Subcommittees are being formed. If interested, contact Judy Meyers, City Clerk.  
MeyersJ@cityofnewportriches.org
5. Program Possibilities & Grants - Florida Humanities Grant Ed Webpage: Liaison shared info on Grant writing tips, tricks & webinars available and will forward info on future related grant education opportunities.
6. Florida Talks Speaker Grant - update. June - September  
**COMMITTEE INCLUDES: Kim Brust, Rich Melton and Andi Figart**
  - a. David Morton - Florida Film Historian - Rich Melton spoke to him regarding availability in Sept
  - b. Eliot Kleinberg - Florida Author -He is available. Kim Brust will update
  - c. Chris Kahl - Florida Folk Singer and Storyteller - Kim Brust will contact

#### **NEW BUSINESS**

1. NPR Public Library Film Festival & Competition - Overview and Sponsorship Proposal - Tomas Monzon presented the proposed event and prize sponsorship request. The committee requested a sheet with the proposed sponsorship packages for further consideration. The committee suggested having a film historian speak during the film festival. Richard Melton will coordinate on the dates.
2. Artistic Murals - Adding more murals to downtown was discussed. It was pointed out that the mural ordinance in the city needs to be updated. The committee discussed researching mural ordinances in other cities for ideas to share with the city manager and council. Beth Fregger volunteered to research mural ordinances in St Pete, Safety Harbor, and Lake Placid. Other topics to research: compensation for artists, finding artists, and crosswalk murals.

**OTHER** - No other discussions

**ADJOURNMENT**- A motion to adjourn the meeting was made by Kelly Smallwood and seconded by Kim Brust. The motion was approved unanimously, and the meeting was adjourned at 7:35 pm

Respectfully submitted,  
Beth Louise Fregger



# NEW PORT RICHEY

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

**TO:** City of New Port Richey City Council

**FROM:** Andrea Figart, New Port Richey Public Library Director

**DATE:** 3/5/2024

**RE:** Library Advisory Board Minutes - November 2023 and January 2024

## REQUEST:

The request before City Council is to review and approve the attached minutes from the November 27, 2023, and January 22, 2024, New Port Richey Public Library Advisory Board Meetings.

## DISCUSSION:

The Library Advisory Board holds regular meetings and most recently convened on February 26, 2024. At this time, the board reviewed and approved the meeting minutes from the November 27, 2023, and January 22, 2024, meetings.

The Library Advisory Board will consider the February 26, 2024, meeting minutes for approval at their March 25, 2024, Meeting. The meeting will be held in the Magnolia Room of the New Port Richey Public Library located at 5939 Main Street, New Port Richey. The public is invited to attend and should enter by way of the staff door located on the north side of the building.

## RECOMMENDATION:

The recommendation before City Council is to review and accept the minutes from the November 27, 2023, and January 22, 2024, NPRPL Library Advisory Board Meetings.

## BUDGET/FISCAL IMPACT:

None

## ATTACHMENTS:

Description	Type
❑ Library Advisory Board November 27, 2023, Meeting Minutes	Backup Material
❑ November 27, 2023, Handout: NPR Public Library Social Media Report for October 2023	Backup Material
❑ November 27, 2023, Handout: Why Floridians Value Public Libraries_2021	Backup Material
❑ Library Advisory Board January 22, 2024, Meeting Minutes	Backup Material
❑ January 22, 2024, Handout: FLA's Statement on ALA-FLA Relationship	Backup Material
❑ January 22, 2024, Handout: NPRPL FY 2023-2024, First Quarter Report- Circulation, Programming, and Social Media Usage Report	Backup Material

**Library Advisory**  
**Board Meeting**  
**November 27, 2023**

**In Attendance:** Ron Becker, Nancy Cote, Nicholas Pacini, Marcia Milhall, Lewis Curtwright (by telephone), Renee Tyner, Jayne Brewin and Andi Figart.

- I. Call to Order:** 9:35 a.m. by Ron Becker. A quorum was met.
- II. Minutes:** The October minutes were unanimously accepted
- III. Public Comment:** None
- IV. Officer/Committee Reports:**

**Pasco County Library Advisory Board & Library Cooperative (Ron Becker)**

- The Pasco County Library System will not meet again until January 2024. Due to the political climate, the Library System will not attend Legislative Days in January 2024.

**The Friends of the New Port Richey Library (Nancy Cote)**

- Recent events include the Children's Halloween Parade, a successful Rummage Sale in cooperation with the West Pasco Historical Society and the West Pasco Art Guild, and the Harbors Market. A volunteer appreciation luncheon will be held on December 6. Major donations were received from the Gulf Harbors Civic Association and the Community Service Council of West Pasco. Bonnie Martin (who has been researching the history of the NPR Library) noted that our library was a charter member of the Florida Library Association, established in 1919.

**Library Director's Update (Andi Figart)**

- The library staff salary study was completed, resulting in many staff compensation increases.
- Two new full-time positions were approved by City Administration and City Council: City Manager Debbie Manns, Community and Outreach Coordinator and Grant Specialist.
- The Library Director noted that a new bi-lingual story time will be added in January 2024.
- The Library Director announced that the new video featuring Florida State Representative Brad Yeager, coordinated by Library Advisory Board member Nicholas Pacini and Pier 19, was shared on social media.
- The Library Director stated that the office of Representative Brad Yeager requested an appropriation request for the mobile Library branch. After receiving approval from City Administration, the Director submitted the appropriation forms. The Friends of the NPR Library were listed to match the requested funds. The request will be forwarded to the Committee Chairman and then to the Florida House and Senate before finally going before the Governor for final approval. The Governor will sign or veto any requests by July 1. To support and facilitate approval of this appropriation request, the LAB can communicate with our elected officials via letters/emails/in-person meetings.

**V. Continuing Business:**

- Nicholas Pacini presented the social media monthly October report noting that Facebook's reach doubled last year.
- McKenna (an active 2<sup>nd</sup> grader volunteer) and her mentor and mother are working to support the newest Little Free Library with a children's book drive. A photo shoot planned at the NPR Recreation and Aquatic Center when it is installed.

**VI. New Business:**

- Library Director Andi Figart asked us to review the FLA 2024 Legislative Platform and Priorities, the FLA Statement on FLA-ALA Relationship and the Division Update from State Librarian Amy Johnson and the Division of Library and Information Services (attached). She also called attention to the recent news article about the surrounding Public Library Systems, which are considering whether to drop their memberships in both groups. There is much discussion regarding criticism of the American Library Association and the Florida Library Association from certain groups. There is also much discussion regarding criticism towards the Governor for directing Florida's Dept of State: Division of Library and Information Services to not allocate grant funding for any initiative that is connected to or pays for ALA/FLA-related initiatives.

She asked us to be aware of other discussions in our county and surrounding counties and for us to be strong advocates for our entire community.

While our library can still apply for DOS:DLIS Operational grants, operational grant funds received from the DOS:DLIS cannot be used to pay for training, programs, or equipment, etc. created by the American Library Association or its affiliates. The NPR Public Library is not an organizational member of either. The library director showed a video of state librarian Amy Johnson speaking about this issue, which may be viewed on the Division of Library Information Services YouTube Channel. Nicolas Pacini and Lewis Curtwright plan to attend the FLA Legislative Days meeting January 23-24 to advocate for Florida Libraries—please contact Nicolas about any topics that you wish presented.

**VII. Communications:**

- The next meeting will be on January 22, 2024, at 9:30 am at the library.

**VIII. Adjournment**

- The meeting was adjourned at 11 am.

*Respectfully submitted,*

*Nancy M. Cote*

Nancy M. Cote, Secretary

# SOCIAL MEDIA MONTHLY REPORT

NPR PUBLIC LIBRARY

OCTOBER 2023

● Data taken from 10/1 - 10/30



**1,624**

INTERACTIONS ON  
GOOGLE BUSINESS  
PROFILE

PROFILE VIEWS

**4,193**



FOLLOWERS

**3,969**

MAIN  
PAGE

**1,253**

YOUTH  
PAGE

PAGE VISITS

**1,905**

**728**



**1,779**

FOLLOWERS

PAGE VISITS

**30**

There were  
2,757 Google  
searches for the  
New Port Richey  
Public Library  
in October.



**42** NEW FACEBOOK FOLLOWS (MAIN)

**17** NEW FACEBOOK FOLLOWS (YOUTH)

**9** NEW INSTAGRAM FOLLOWERS



POST  
TOTALS

**49**

MAIN FACEBOOK

**19**

YOUTH FACEBOOK

**4**

INSTAGRAM

FACEBOOK  
REACH

**18,307**



TOTAL SHARES  
ON OUR POSTS

**202**





**Leadership. Advocacy. Communication.**

## **Why Floridians Value Their Public Libraries**

***Floridians love their libraries*** – Over 57 percent of Floridians have library cards. That’s more than 12.3 million people. 2018-19 - *Florida Department of State*

***Floridians really enjoy reading*** - Florida libraries circulated over 99 million items – books, cds, dvds, etc., in 2018-19.

***Books, music and movies*** - There are over 41 million items in Florida public libraries. Of these, over 10.4 million are e-books, 1.6 million are audio and 3.4 million are video.

***Floridians vote for libraries with their feet*** – Florida residents visited public libraries about 62.6 million times in 2018-19 for an average of over 2.9 visits per person.

***Libraries help children learn and prepare them for school*** – Libraries help young children learn to read and help parents and caregivers learn to support that learning. Florida libraries conducted over 116,240 programs for children in 2018-19 with over 3.3 million children attending – and children checked out over 31 million items!

***Floridians come to libraries for technology and job search*** - There are over 17,290 public access computers available in Florida libraries. Floridians used these computers 13.2 million times in 2018-19 and over 2.9 million Floridians received technology instruction in libraries. Frequently use is for job seeking! Many libraries offer free wireless access!

***Many Floridians use libraries from their home, school or office*** - Floridians visited library websites over 74.8 million times in 2018-19, using services like the Florida Electronic Library that offer electronic information and online help.

***Librarians help you find what you’re looking for*** - Library staff answered over 18.4 million reference questions in 2018-19 and 427,000 of those questions were answered using online reference services.

***For many, the library is their lifeline to essential government services*** – Library staff help the public transact their E-Government business using library computers for services including Unemployment Compensation, Medicare, Fla. Dept. of Children and Families, immigration, and the IRS. Library staff are important members of disaster management teams and following disasters, library computers help survivors locate family members and apply for insurance and assistance.

***91% of Americans say public libraries are important to their communities*** – “Library Services in the Digital Age,” *Pew Internet & American Life Project, January 2013*

***Florida libraries are efficient*** - Florida libraries served the public at an average cost of \$28.89 per person in 2018-19 compared with a national average of \$44.89 2019. *IMLS*

***Good return on investment*** - Florida’s public libraries return at least \$10.18 for every \$1 invested. 2013 - *Florida Department of State*

***Thank you for supporting Florida libraries!***

*Florida Library Association – 541 East Tennessee Street, Suite 103  
Tallahassee, FL 32308 – / Phone: 850-270-9205 / [www.flalib.org](http://www.flalib.org)*

**Library Advisory Board**  
**Meeting Minutes**  
January 22, 2024

**In Attendance:** Ron Becker, Nancy Cote, Nicholas Pacini, Marci Mihall, Lewis Curtwright (by telephone), Renee Tyner, Jayne Brewin, and Andi Figart. Joan Nelson Hook was absent.

- I. **Call to Order:** 9:35 a.m. by Ron Becker. A quorum was met.
- II. **Minutes:** The November 2023 minutes were unanimously accepted.
- III. **Public Comment:** None
- IV. **Officer/Committee Reports:**
  - Pasco County Library Advisory Board & Library Cooperative (Ron Becker)
    - The Pasco County Library System has not met since October 2023. Ron attended the re-dedication of the South Holiday Branch. The Regency Branch will re-open soon. Funds are still needed to renovate the Hudson Branch. The Library System will not attend Legislative Day this month due to the political climate.
  - The Friends of the New Port Richey Library (Nancy Cote)
    - Recent events included the volunteer appreciation luncheon held on December 6 with 21 attendees and the MLK Volunteer Fair on January 6 which resulted in 3 new individual memberships. Bonnie Martin has completed the FOL history—only editing is needed before publication.
  - Library Director's Update (Andi Figart)
    - The Library's first Day of Service Volunteer Fair was held January 6. In keeping with Dr. Martin Luther King's message, this Volunteer Fair was well-attended.
    - The Library Director highlighted the Thursday Musicale sing-out on January 25 with the Holocaust Remembrance program immediately following. The bi-lingual story time is resuming. The City of NPR Centennial Steering Council will hold its second meeting on February 1 at 6 pm. Anyone interested in serving on sub-committees may contact City Clerk Judy Meyers by letter or email.
    - One of the library's air units will be replaced. The fire alarm monitoring system was also upgraded to cell service. Public Works hosted a meeting of Dept Directors to evaluate the current alarm monitoring system, and PW will be reviewing a new company.
    - The Library Director stated that a request for funding for the mobile library branch has passed its first round of several required approvals. Brad Yeager (Florida House) and Ed Hooper (Florida Senate) submitted the finding request to their respective committees for the next step in the legislative process.
    - The Library Director alerted us to increasing numbers of public information requests regarding ALA and FLA memberships.
    - The Library Director shared FY2023 library statistics along with statistics for 2024 Q1. Quarterly statistics will be regularly presented.

**V. Continuing Business:**

- Nicholas Pacini and Lewis Curtwright will attend the January 24, 2024, Library Legislative Day in Tallahassee. They have three meetings: State Senator Danny Burgess; an aid to State Representative Kevin Steele; State Senator Ed Hooper and possibly State Representative Brad. They plan to discuss our library needs including: Higi machine; FOL fund-raising; invite aid to visit the library; emphasis on how the NPR Library serves everyone.
- Nicholas Pacini presented the quarterly Social Media report ending 12/31/2023.
- The newest Little Free Library for the Parks & Recreation Center will be open soon with monitoring by Nicholas Pacini.

**VI. New Business:**

- Ron Becker asked for a volunteer to replace Nancy Cote as Secretary who has resigned. Nicholas Pacini nominated Lewis Curtwright which was seconded by Bonnie Martin. The motion passed. Lewis will assume the position on February 26.
- The May LAB meeting will be held Monday, May 20, rather than May 27 due to the Memorial Day holiday.

**VII. Communications:**

- The next meeting will be February 26, 2024, at 9:30 am at the library.

**VIII. Adjournment**

- The meeting was adjourned at 10:40 am.

*Respectfully submitted,*

*Nancy M. Cote*

Nancy M. Cote, Secretary



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545 E. Tennessee St. ▪ Ste. 100-D ▪ Tallahassee, FL 32308 ▪ 850-270-9205 ▪ [www.flalib.org](http://www.flalib.org)

September 25, 2023

The Florida Library Association (FLA) is an independent non-profit organization with its own elected officers and bylaws. To support library service on a national level, FLA has had a long affiliation with the American Library Association (ALA) and is designated as a state chapter. As a chapter, FLA has a representative on the large ALA Council.

Similar to other organizations and associations (The American Bar Association, for example), chapters govern themselves while upholding a shared set of values that are not determined by one person. Through our chapter affiliation, FLA has access to the professional expertise of ALA staff and benefits from ALA's work to ensure that federal funds for libraries come to Florida. However, all FLA membership dues go to support continuing education and advocacy for Florida's school, academic, special, and public library workers. FLA's Board of Directors oversees and directs the vision, scope, and mission of our organization.

ALA states that "Chapters have the final authority within ALA for all programs and policies that concern only the area for which the chapter is responsible." FLA is that authority for Florida, not ALA.

ALA's President is an elected, volunteer position, holding office for one year. That position has no authority over FLA's work or direction. Furthermore, neither ALA nor FLA has power over the collection decisions that are made across this state in libraries of all kinds. All purchasing and collection decisions are locally governed by our libraries and in partnership with their partners and stakeholders.

FLA and all libraries in the Sunshine State share a commitment to provide library service and resources that represent the needs and values of Florida's citizens. This includes representing views that some might deem controversial or unpopular; and to make materials freely available to those who want them. We willingly share and defend the values of intellectual freedom and freedom to read. The values of intellectual freedom and the freedom to read are ones we share and are willing to defend.

Florida libraries are fundamental to the freedoms we enjoy as Americans. FLA and its more than 950 members are committed to ensuring our state's citizens can learn and think freely, are literate, lead fulfilling lives and are prepared for the workforce and for full participation in our democratic process.

Warmly,

A handwritten signature in blue ink, appearing to read 'Douglas Crane', with a stylized, cursive script.

Douglas Crane  
Florida Library Association President, 2023-2024

# SOCIAL MEDIA REPORT


NPR PUBLIC LIBRARY: FY 2024 - Quarter 1

• Data taken from 9/1 - 12/31

### Top-performing organic posts

Here are posts that have performed well over the last 90 days. Understanding what's working can help you decide what to create and share next, so you can keep up the great work.

#### Highest reach on a post ⓘ




Facebook post

👤 Our annual Trick-or-Treat Parade was a...

Oct 27, 2023, 12:21 PM

This post's reach (4,924) is **3,161%** higher than your median post reach (151) on Facebook.

#### Highest reactions on a post ⓘ




Facebook post

👤 Our annual Trick-or-Treat Parade was a...

Oct 27, 2023, 12:21 PM

This post received **1,750%** more reactions (148 reactions) than your median post (8 reactions) on Facebook.

#### Highest comments on a post ⓘ



Facebook post

Join us this month for our first accepting puzzles starting to...

Nov 1, 2023, 1:11 PM

This post received 16 comments compared to your median post (0 comments) on Facebook.

Performance

Daily

Cumulative ⓘ

Reach ⓘ

39K ↓ 18.5%

Content interactions ⓘ

3.7K ↓ 31%

Followers ⓘ

Lifetime

4.1K

Link clicks ⓘ

882 ↑ 35.5%

Minutes viewed ⓘ

144 ↑ 1.1K%

3,000

2,000

1,000

0

Oct 11

Oct 31

Nov 20

Dec 10

Dec 30

— Reach

— From organic

— From ads

Reach breakdown

Total

39,015 ↓ 18.5%

From organic

25,135 ↓ 35.2%

From ads

16,701 ↑ 55.9%

Page 82

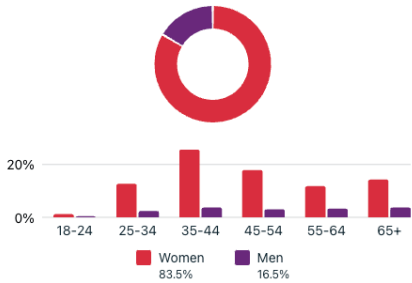
Audience

Current audience Potential audience

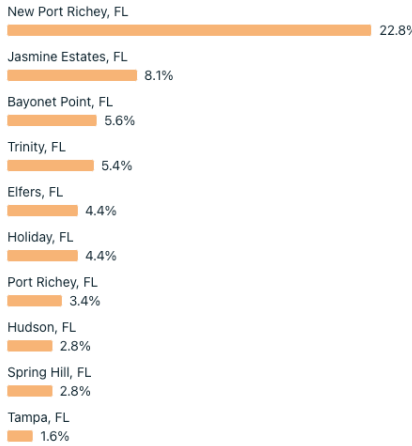
Facebook followers ⓘ

4,076

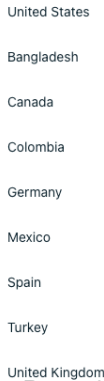
Age & gender ⓘ



Top cities



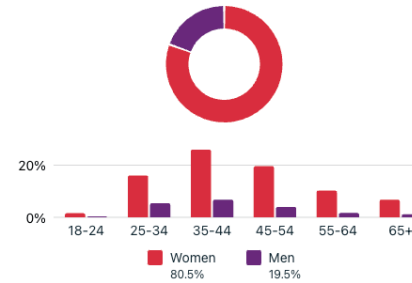
Top countries



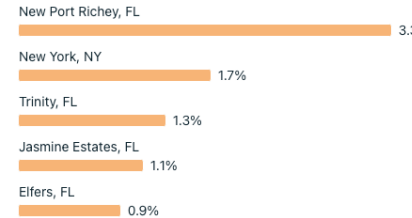
Instagram followers ⓘ

1,783

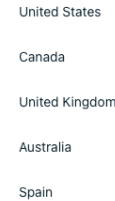
Age & gender ⓘ



Top cities



Top countries



Compare your performance against businesses in the Government Agencies category

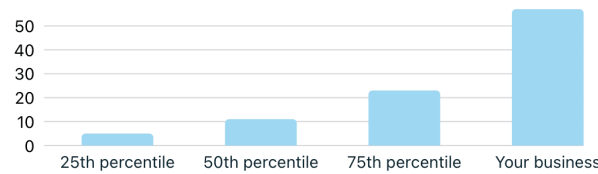
Results are based on businesses with similar organic 28-day reach in your category. [Edit category](#)

Published content ⓘ

57

Higher than others

How often your business published versus others in this category



Over the last 28 days, you typically published more posts and stories compared to other businesses in this category. Keep up the great work by scheduling content in advance.

Create post

Facebook followers ⓘ

4.1K

Similar to others

Typically: 2.5K

Follows ⓘ

64

Higher than others

Typically: 24

Content interactions ⓘ

1.2K

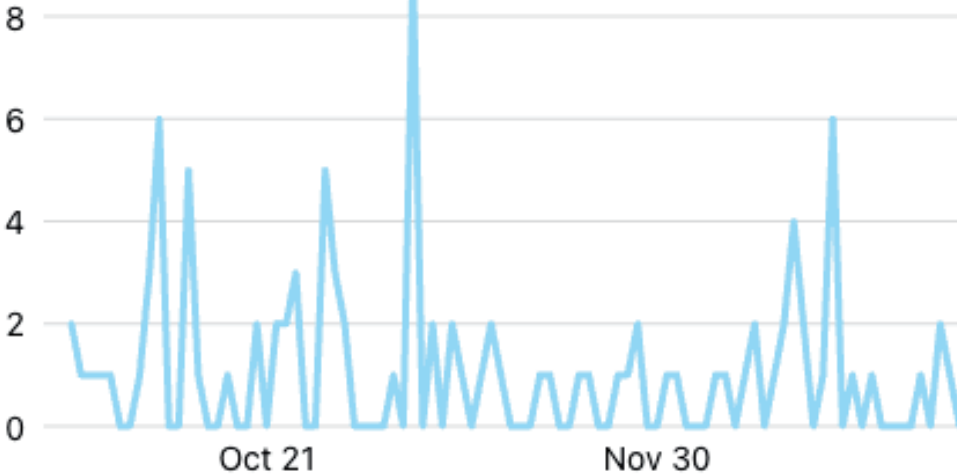
Higher than others

Typically: 405

New likes and follows

Facebook Page new likes ⓘ

98 ↓ 16.2%



# SOCIAL MEDIA REPORT

NPR PUBLIC LIBRARY: FY 2024 - Quarter 1

• Data taken from 9/1 - 12/31



NEW PORT RICHEY  
PUBLIC LIBRARY

# Youth

## Top-performing organic posts

Here are posts that have performed well over the last 90 days. Understanding what's working can help you decide what to create and share next, so you can keep up the great work.

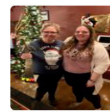
### Highest reach on a post ⓘ



Facebook post  
We wrapped up our  
Homeschoolers Junior...  
Oct 31, 2023, 10:30 AM

This post's reach (2,726) is **1,358%** higher than your median post reach (187) on Facebook.

### Highest reactions on a post ⓘ



Facebook post  
Congratulations to this  
year's Library Employee...  
Dec 15, 2023, 10:30 AM

This post received **1,667%** more reactions (159 reactions) than your median post (9 reactions) on Facebook.

### Highest comments on a post ⓘ



Facebook post  
Congratulations to this  
year's Library Employee...  
Dec 15, 2023, 10:30 AM

This post received 46 comments compared to your median post (0 comments) on Facebook.

## Performance

Daily

Cumulative ⓘ

### Reach ⓘ

10.8K ↓ 16.1%

### Content interactions ⓘ

1.2K ↑ 7%

### Followers ⓘ

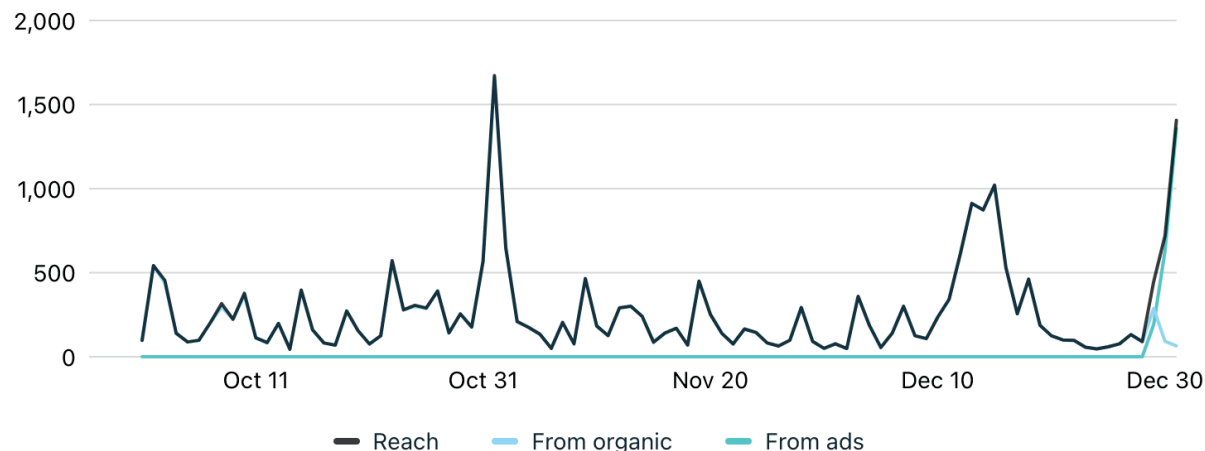
Lifetime  
1.3K

### Link clicks ⓘ

85 ↓ 41.8%

### Minutes viewed ⓘ

30 ↓ 66.7%



### Reach breakdown

#### Total

**10,793** ↓ 16.1%

#### From organic

**9,611** ↓ 9.4%

#### From ads

**1,867** ↓ 21.6%



Audience

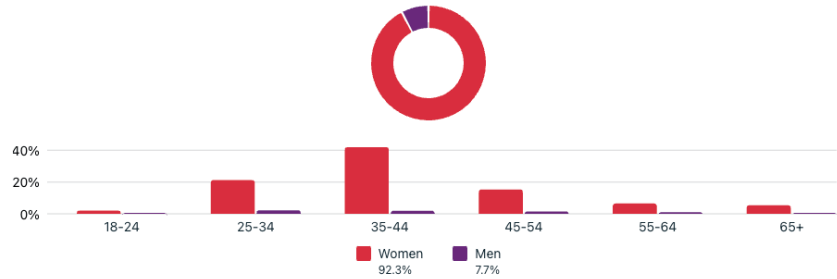
Current audience

Potential audience

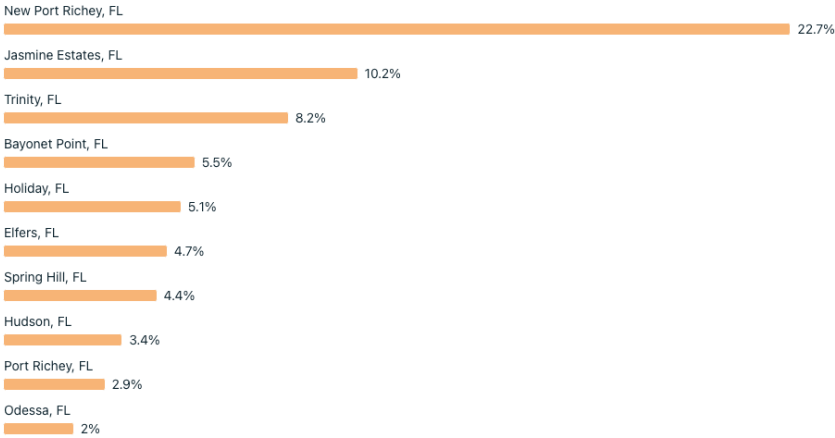
Facebook followers ⓘ

1,298

Age & gender ⓘ



Top cities



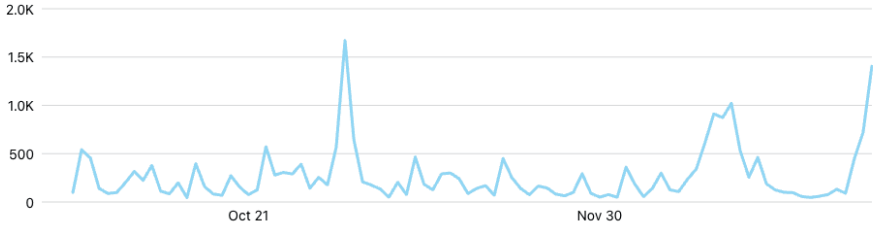
Top countries

- United States
- India
- Kosovo
- Egypt
- Ghana
- Lebanon
- Mexico
- Philippines
- Thailand
- United Kingdom

Reach

Facebook reach ⓘ

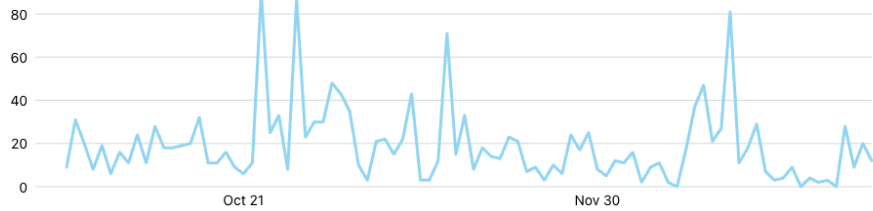
10,793 ↓ 16.1%



Visits

Facebook visits ⓘ

1,742 ↓ 16%



Business comparison

Businesses to watch

Compare your performance against businesses in the Government Agencies category

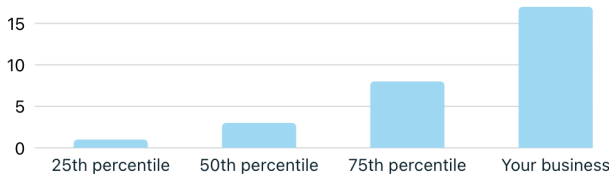
Results are based on businesses with similar organic 28-day reach in your category. [Edit category](#)

Published content ⓘ

17

Higher than others

How often your business published versus others in this category



Over the last 28 days, you typically published **more posts and stories** compared to other businesses in this category. Keep up the great work by scheduling content in advance.

Create post



Facebook followers ⓘ

1.3K

Similar to others

Typically: 882

Follows ⓘ

29

Higher than others

Typically: 7

Content interactions ⓘ

387

Higher than others

Typically: 49

# Circulation and Programming Stats

NPR PUBLIC LIBRARY: FY 2024 - Quarter 1

• Data taken from 10/1 - 12/31



NEW PORT RICHEY  
PUBLIC LIBRARY

## Circulation / Reserve Statistics

Started: Friday, January 19, 2024 at 10:25:29 AM EST

Finished: Friday, January 19, 2024 at 10:25:30 AM EST

Duration: 1 second

### Report criteria:

- Data Type: Circulations.
- Date: Sunday October 1 2023 through the end of Sunday December 31 2023.
- Time Division: Month.
- By Circulation Type.
- Include In-Library.
- Exclude Renewals.
- By Checked Out.

## Circulation Results

	10/2023	11/2023	12/2023	Totals
Normal	2365	2461	2234	7060
Self-Check	3835	3224	2606	9665
In-Library	337	237	235	809
In-Library (Bulk)	518	293	139	950
	7055	6215	5214	18484

## Program Statistics

Quarterly total for passive programs:

16 programs, 742 total participants

### October:

89 programs

2,502 attendees

### November:

72 programs

1,668 attendees

### December:

59 programs

1,342 attendees

**Door Count:** October: 8,227 November: 7,233 December: 6,127 Total: 21,587



# 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, ICMA-CM, City Manager

**DATE:** 3/5/2024

**RE:** First Reading, Ordinance No. 2024-2291: Rezoning for 12.42 Acres of Property Located at Sea Forest Drive and Green Key Road

## REQUEST:

The request is for City Council to conduct a first reading of an ordinance to rezone a 12.42 acre property located at Sea Forest Drive and Green Key Road from PDD and R-1 to PDD.

## DISCUSSION:

The subject property is located at the southeast corner of Sea Forest Drive and Green Key Road. The property is vacant with the eastern and southern portions lying in wetlands. The applicant is requesting to rezone from PDD & R-1 to a PDD with an amended site plan. The revised site plan will consist of 60 single-family attached townhomes with site amenities. If the request is denied the zoning will revert to the current PDD & R-1 zoning with the approved site plan for a 124 bed Assisted Living Facility.

The proposal is consistent with the following policies of the City's Comprehensive Plan:

- FLU 1.2.2 - The City shall encourage a balanced land use mix providing for a variety of housing styles, densities and open space.
- FLU 1.2.4 - Existing residential areas shall be protected from the encroachment of incompatible activities; likewise, other land use areas shall be protected from the encroachment of incompatible residential activities.
- HOU 1.1.5 - The City shall continue to allow a variety of residential densities and housing types through the Future Land Use map and the Land Development Code.

The current site plan is approved for a 124 bed assisted living facility (ALF). The request is to amend the site plan to allow for 62 single family detached townhomes. The 62 units meet the maximum density allowed of 5 units/acre. Additionally, the site plan meets the multifamily design standards in the architecture, amenities provided, open space, traffic flow, balconies/patios, and general layout of the buildings.

Although an ALF is a permitted use in the PDD, a single family townhome development is more appropriate for the neighborhood as it is similar to other residential developments. The proposed site plan meets the city's requirements and is more conducive to enhancing the environment as demonstrated by the amenities and landscaping.

The Land Development Review Board reviewed this item at their meeting on January 18, 2024 and recommended approval of the amended site plan.

## RECOMMENDATION:

Staff recommends that City Council conduct the first reading of an ordinance to rezone a 12.42 acre property located at Sea Forest Drive and Green Key Road from PDD and R-1 to PDD as submitted.

## BUDGET/FISCAL IMPACT:

No funding is required for this item.

**ATTACHMENTS:**

Description	Type
▣ Ordinance No. 2024-2291: Rezoning for 12.42 Acres of Property Located at Sea Forest Drive and Green Key Road	Ordinance
▣ Rezoning Application - NPR Townhomes, LLC	Backup Material
▣ Aerial Map of Property	Backup Material
▣ LDRB Draft Minutes - January 18, 2024	Backup Material

## **ORDINANCE NO. 2024-2291**

**AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA PROVIDING FOR AMENDMENT OF THE LAND DEVELOPMENT CODE (LDC) ZONING DISTRICT MAP; PROVIDING FOR REZONING OF APPROXIMATELY 12.33 ACRES OF PROPERTY, GENERALLY LOCATED AT SOUTHEAST CORNER OF SEA FOREST DRIVE AND GREEN KEY ROAD , HAVING PARCEL IDENTIFICATION NUMBER 06-26-16-0050-03700-0030, AS SHOWN ON THE MAP ATTACHED HERETO AS EXHIBIT “A” AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AMENDMENT OF THE ZONING DISTRICT DESIGNATION FOR SAID PROPERTY FROM PLANNED DEVELOPMENT DISTRICT (PDD) AND RESIDENTIAL-1 (R-1) TO PLANNED DEVELOPMENT DISTRICT (PDD) WITH AMENDED SITE PLAN PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes Chapter 163 requires each county and each municipality to adopt or amend and enforce land development regulations that are consistent with and implement their adopted comprehensive plan;

**WHEREAS**, on June 29, 1989, the City Council adopted Ordinance No. 1203, which approved the City’s Comprehensive Plan, which includes a 2030 Future Land Use Map;

**WHEREAS**, on November 19, 1991, the City Council adopted Ordinance No. 1268, which enacted the City’s Land Development Code (LDC), which provides for a Zoning District Map;

**WHEREAS**, The LDC addresses the procedure for obtaining a change to the Zoning District Map;

**WHEREAS**, the owner/applicant, NPR Townhomes, LLC, filed with the Development Department, a Zoning District Map (ZDM) amendment application (REZ-23-10-0010) to change from PDD and R-1 to PDD with amended site plan the zoning designation of a 12.33 acre property located at the southeast corner of Sea Forest Drive and Green Key Road ;

**WHEREAS**, the Development Department has reviewed the ZDM amendment application and concludes it is consistent with the application filing requirements in the LDC;

**WHEREAS**, the Development Review Committee (DRC) has reviewed the ZDM amendment application and has concluded it is consistent with the LDC, and has recommended the Land Development Review Board (LDRB) forward a recommendation to the City Council that the ZDM amendment application be approved;

**WHEREAS**, the Development Department has prepared a staff report and reviewed the ZDM amendment application against the guidelines in the LDC, and concludes the ZDM amendment application is in conformance with those requirements and that the LDRB should forward a recommendation to the City Council that the Ordinance approving the ZDM amendment application be adopted;

**WHEREAS**, at the duly noticed LDRB regular public hearing held on January 18, 2024, the LDRB sitting as the Local Planning Agency considered the Development Department staff report and recommendation and all competent substantial evidence presented at the hearing, and forwarded the record to the City Council with a recommendation the Ordinance be adopted;

**WHEREAS**, at a duly noticed City Council regular public hearing, the City Council on first reading considered the Development Department and LDRB staff reports and recommendations and all competent substantial evidence presented at the hearing, and approved the Ordinance;

**WHEREAS**, at a duly noticed City Council regular public hearing, the City Council on second reading considered the evidence presented at first reading and all competent substantial evidence presented at the hearing, and adopted the Ordinance;

**WHEREAS**, notice of this Ordinance and the hearings conducted hereunder has been provided in accordance with Florida law; and

**WHEREAS**, the City Council has conducted a quasi-judicial hearing, has received evidence pertaining to the rezoning, and has found that the rezoning of the property as provided herein is consistent with the adopted Comprehensive Plan Future Land Use Map designation for the property, is compatible with the use and zoning of the surrounding properties, is consistent with the adopted Comprehensive Plan and the Land Development Code of the City, meets all of the rezoning criteria of the Land Development Code, and is supported by competent substantial evidence.

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

**Section 1. Ratification.** The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

**Section 2. Rezoning approved.** The Land Development Code Zoning District Map of the City of New Port Richey is hereby amended to amend the Zoning Designation for the property described herein from Planned Development District (PDD) and Residential-1 (R-1) to Planned Development District (PDD) with amended site plan, as shown in Exhibit “A” attached hereto with the following development standards:

- A. Density: 62 dwelling units
- B. Height: not to exceed 35’
- C. Setbacks:
  - Front – 10’
  - Side – 10’
  - Rear – 26’ from jurisdictional wetland line
- D. Masonry wall 6’ high to be constructed along Sea Forest Dr. and a portion of side yards.
- E. Amenities to include walking trail, kayak launch and pavilion.
- F. Retention ponds to be free form and landscaped.

**Section 3. Property description.** The property subject to this Zoning District Map amendment is located at southeast corner of Sea Forest Drive and Green Key Road , and is legally described as follows:

PARCEL A:

A portion of the Southeast 1/4 of Section 6, Township 26 South, Range 16 East, Pasco County, Florida, being further described as follows: Commencing at the Northeast corner of the Southeast 1/4 of said Section 6; thence run along the North line of the

Southeast 1/4 of said Section 6, South 89 degrees 46 minutes 42 seconds West, a distance of 840.00 feet; thence South 00 degrees 04 minutes 33 seconds East, a distance of 50.00 feet for a Point of Beginning; thence continue South 00 degrees 04 minutes 33 seconds East, a distance of 385.73 feet; thence South 89 degrees 55 minutes 27 seconds West, a distance of 1030.40 feet; thence North 08 degrees 46 minutes 08 seconds East, a distance of 235.01 feet; thence North 89 degrees 46 minutes 57 seconds East, a distance of 193.67 feet; thence North 00 degrees 08 minutes 31 seconds East, a distance of 151.00 feet to the South right of way line of Green Key Road; thence along said South right of way line North 89 degrees 46 minutes 42 seconds East, a distance of 800.02 feet to the Point of Beginning.

**PARCEL B:**

A portion of the Southeast 1/4 of Section 6, Township 26 South, Range 16 East, Pasco County, Florida, being further described as follows: Commencing at the Northeast corner of the Southeast 1/4 of said Section 6; thence run along the North line of the Southeast 1/4 of said Section 6, South 89 degrees 46 minutes 42 seconds West, a distance of 840.00 feet; thence South 00 degrees 04 minutes 33 seconds East, a distance of 435.73 feet for a Point of Beginning; thence continue South 00 degrees 04 minutes 33 seconds East, a distance of 106.20 feet; thence South 89 degrees 55 minutes 27 seconds West, a distance of 196.98 feet; thence North 69 degrees 41 minutes 10 seconds West, a distance of 196.08 feet; thence South 34 degrees 50 minutes 52 seconds West a distance of 184.84 feet; thence South 87 degrees 49 minutes 16 seconds West, a distance of 296.92 feet; thence South 38 degrees 28 minutes 52 seconds West, a distance of 49.97 feet; thence South 53 degrees 22 minutes 42 seconds West, a distance of 33.70 feet; thence South 53 degrees 52 minutes 37 seconds West, a distance of 109.14 feet; thence South 25 degrees 14 minutes 48 seconds West, a distance of 90.12 feet; thence 172.78 feet along the arc of a curve to the right, said curve having a radius of 210.00 feet and a chord bearing and distance of North 23 degrees 25 minutes 44 seconds West, 167.95 feet; thence North 00 degrees 08 minutes 31 seconds East, a distance of 227.60 feet; thence North 08 degrees 46 minutes 08 seconds East, a distance of 23.66 feet; thence North 89 degrees 55 minutes 27 seconds East, a distance of 1030.40 feet to the Point of Beginning

**Section 4. 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 5. Conflicts.** 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 6. Effective date.** This Ordinance shall be effective upon its adoption as provided by law and upon the effective date of Ordinance 2024-2291 pertaining to the Land Use of the subject property.

The above and foregoing Ordinance was 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 \_\_\_\_\_, 2024.

The above and foregoing Ordinance was read and approved on second reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

CITY OF NEW PORT RICHEY, FLORIDA

\_\_\_\_\_  
Judy Meyers, CMC, City Clerk

\_\_\_\_\_  
Alfred C. Davis, Mayor – Councilmember

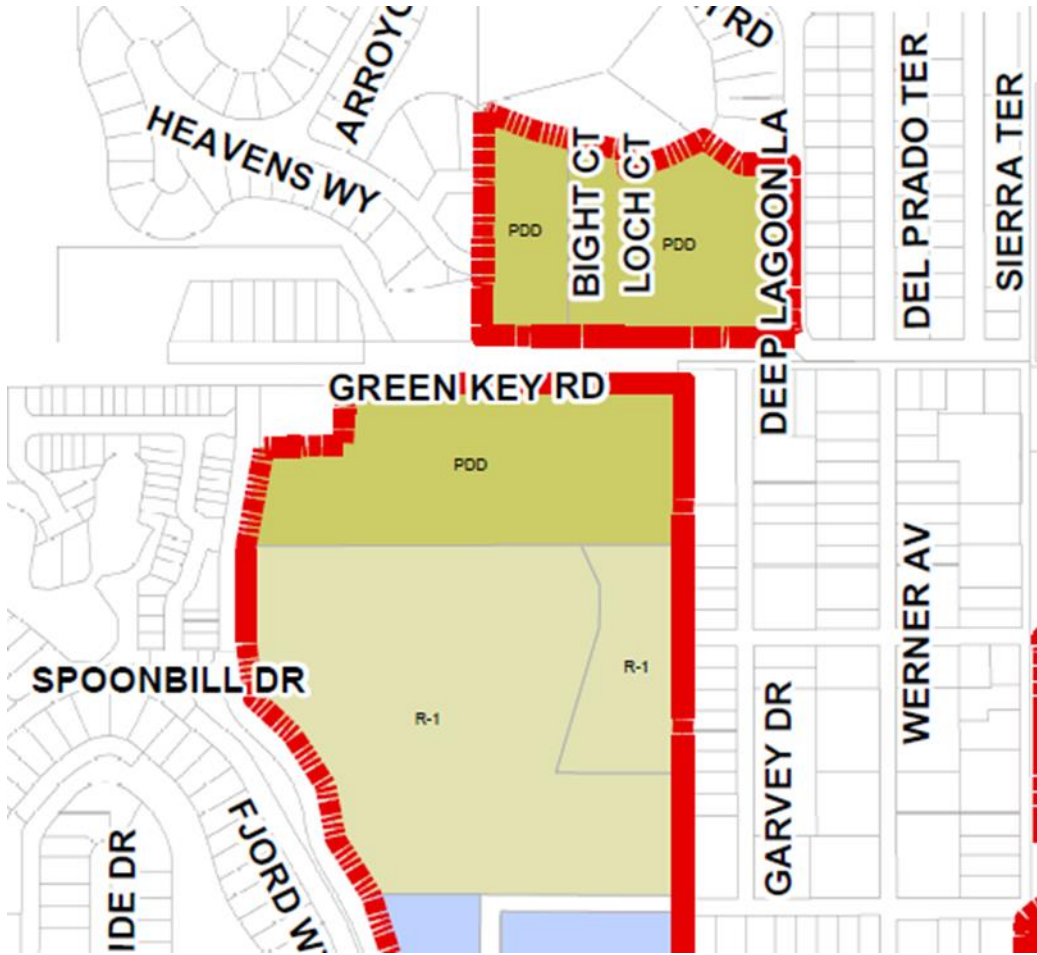
(SEAL)

APPROVED AS TO LEGAL FORM AND CONTENT

\_\_\_\_\_  
Timothy P. Driscoll, City Attorney



**EXHIBIT A**  
**ZONING DISTRICT MAP**





## REZONING APPLICATION

City of New Port Richey  
Planning and Development Department  
City Hall, 5919 Main Street, 1<sup>st</sup> Floor  
New Port Richey, FL 34652  
Phone (727) 853-1044 \* Fax (727) 853-1052

Case #: \_\_\_\_\_  
☐ Send copy to Pasco County, if w/in 1 mile  
☐ Send to Pasco Schools, if residential

DRC Date: \_\_\_\_\_  
LDRB Date: \_\_\_\_\_  
Date Received: \_\_\_\_\_

- ☐ Submit one original signed and notarized application
- ☐ Submit original signed and sealed survey
- ☐ Submit 1 digital version of application
- ☐ Submit application fees: \$850 for rezoning; \$2,500 for rezoning-PDD; \$1,250 for rezoning-PDD (Amendment)  
(Checks made payable to the *City of New Port Richey*)

### Property Owner and Representative Information:

Current Property Owner(s): NPR Townhomes, LLC c/o Hal Shaffer		Phone: 561-562-3914
Owner Address: 3400 South Ocean Boulevard, The Atriums, Unit 1E, Palm Beach, Florida 33480		
Owner Email Address: HalShaffer@icloud.com		
Owner's Representative(s): Amy E. Huber, Esq.	Relationship to Owner: Attorney	
Representative Mailing Address: 1299 Main Street, Suite C, Dunedin, FL 34698-5333		
Representative Email Address: amy@huberzoninglaw.com	Phone: (727) 337-4239	
Primary contact: ( <i>This is the <u>one</u> person to whom the City will send all communication regarding this application</i> ) C. Wayne Sweikert, 401 Third Street SW, Winter Haven, FL 33880, email: wsweikert@pennoni.com, phone: 856-656-2892		

### Property Information:

Street Address: 6450 Sea Forest Drive, New Port Richey, Florida 34652		
General Location: Southeast of the intersection of Sea Forest Drive and Green Key Road		
Size of Site:	Square Feet: 537,095.	Acres: 12.33
Legal Description of Subject Property: (*An electronic copy of the legal description, in Word format, is required as part of this application submittal)  Attached		
Parcel Number(s): 06-26-16-0050-03700-0030		

Zoning District: Parcel A = PDD Planned Development District Parcel B = R-1 Residential District	Proposed Zoning District: PDD Planned Development District
Future Land Use Category: LDR - Low Density Residential	Proposed Future Land Use Category: LDR - Low Density Residential
Existing Use: <i>(Include # of residential unit and/ or square footage of non-residential uses):</i>  Vacant Land	Proposed Use: <i>(Include # of residential units and/ or square footage of non-residential uses):</i>  61 Attached Single Family Homes (fee simple)

How is proposal consistent with the goals, objectives and policies of the Comprehensive Plan?

The proposed development of 61 Luxury single-family town homes in a clustered fashion will enhance the surrounding area and maintain the environmentally sensitive adjoining areas while meeting the existing zoning and future land use requirements of the City of New Port Richey. This aesthetically pleasing gated community will enhance the residential core of the City while providing a safe and comfortable atmosphere for it's residents.

### Submittal Information:

*(Please address the following information on a separate sheet and attach to this application)*

#### **Guidelines for Granting a Rezoning. LDC § 5.01.11.**

The development department, development review committee, and land development review board shall consider all of the following guidelines when making a recommendation to the city council on a rezoning application, and the city council shall consider all these guidelines in determining whether to adopt an ordinance granting such rezoning:

1. Whether the proposed zoning district is one (1) of the zoning districts intended to implement or be consistent with the future land use map designation of the property;
2. If more than one (1) zoning district implements or is consistent with the future land use map designation of the property, whether the proposed zoning district is the most suitable zoning district;
3. Whether there are substantial reasons why the property cannot be used in accordance with its present zoning district, or the existing zoning district is otherwise unsuitable;
4. Whether the proposed zoning district is consistent with the character of the existing land use pattern;
5. Whether the proposed zoning district abuts a property with a zoning district similar in intensity to the proposed zoning district, or serves as a suitable transition zoning district between two (2) or more different abutting zoning districts;
6. Whether there are substantial changed or changing conditions in the character of the area where the property is located so that the proposed zoning district is now suitable;
7. Whether based upon the property's size, shape, or characteristics the proposed zoning district is out-of-scale with the surrounding area;
8. Whether the proposed zoning district is premature, based upon the existing conditions in the surrounding area;
9. Whether there is a substantial public need or purpose for the proposed zoning district consistent with the public health, safety and general welfare;
10. Any other factors that may be relevant to the rezoning, such as its location within an enclave, recent annexation into the city, or to conserve the value of buildings and natural resources;
11. The totality of the circumstances; and
12. Any competent substantial evidence presented at the public hearings.

**Consistency with Concurrency:** The following calculations shall be used to **determine the projected demand** of the proposed project on the applicable public facility/service. The calculations are listed by facility/service type. (*Please fill in blanks.*)

<p><b><u>POTABLE WATER</u></b> - Adopted level of service (LOS) = 152 gal/day/capita (nonresidential uses are included in the adopted LOS).</p> <p><b><u>Residential:</u></b></p> <p><b><u>Single-family:</u></b> 152 gal × 2.12 persons/household × <u>61</u> units = <u>19,657</u> gal/day/capita (demand)</p> <p><b><u>Multi-family:</u></b> 152 gal × 1.90 persons/household × _____ units = _____ gal/day/capita (demand)</p> <p><b><u>Commercial:</u></b> See <u>Table I</u> below from the Land Development Code for estimated water/sewage flows.</p>	<p><b><u>WASTEWATER</u></b> - Adopted level of service (LOS) = 114 gal/day/capita (nonresidential uses are included in the adopted LOS).</p> <p><b><u>Residential:</u></b></p> <p><b><u>Single-family:</u></b> 114 gal × 2.12 persons/household × <u>61</u> units = <u>14,743</u> gal/day/capita (demand)</p> <p><b><u>Multi-family:</u></b> 114 gal × 1.90 persons/household × _____ units = _____ gal/day/capita (demand)</p> <p><b><u>Commercial:</u></b> See <u>Table I</u> below from the Land Development Code for estimated water/sewage flows.</p>
<p><b><u>SOLID WASTE</u></b> - Adopted level of service (LOS) = 6.3 lbs/day/capita (nonresidential uses are included in the adopted LOS).</p> <p><b><u>Residential:</u></b></p> <p><b><u>Single-family:</u></b> 6.3 lbs × 2.12 persons/household × <u>61</u> units = <u>815</u> lbs/day/capita (demand)</p> <p><b><u>Multi-family:</u></b> 6.3 lbs × 1.90 persons/household × _____ units = _____ lbs/day/capita (demand)</p> <p><b><u>Commercial:</u></b> See <u>Table I</u> below from the Land Development Code for estimated water/sewage flows.</p>	<p><b><u>RECREATION/OPEN SPACE</u></b> - Refer to the New Port Richey Comprehensive Plan for adopted level of service standards.</p> <p><b><u>Single-family:</u></b> _____ units × 2.12 persons/household = <u>130</u> (population projection)</p> <p><b><u>Multi-family:</u></b> _____ units × 1.90 persons/household = _____ (population projection)</p> <p>Sites over five acres in area and zoned MF-30 District shall provide five percent of the total net acreage of the development for recreational purposes. Refer to Section 7.06.07 of the Land Development Code.</p>
<p><b><u>Stormwater Management.</u></b> Refer to the Stormwater Management and Erosion Control Policy and Procedures Manual for standards necessary to comply: LOS = 25-year, 24-hour storm event.</p>	

Stormwater management and erosion controls will comply with applicable standards for a 25 year, 24 hour storm event in accordance with FDEP, SWFWMD, and New Port Richey regulations.

**Transportation.** Refer to the New Port Richey Comprehensive Plan for the adopted Level of Service Standards. Refer to the Land Development Code for the **requirements of a Transportation Study**.

1. Determine the number of trips generated by the proposed project during the **PM PEAK** hour using the most recent edition of the ITE "Trip Generation" report with no adjustments for internal capture or passerby trips. **Include your calculation(s) here:** 40 vph (25 in, 15 out) by fitted curve ( $\ln(T)=0.88\ln(x)+0.06$ ).
2. If the total number of trips is equal to or greater than 50 trips, then a transportation study shall be prepared. The report shall be signed and/or sealed by either a registered professional engineer or a member of the American Institute of Certified Planners.
  - a. If no study is required, the applicant is required to provide only the existing directional **PM PEAK** hour traffic volumes and level of service for the roadways link to which project driveways connect. This information shall include project traffic. **Provide this information here:** 62% entering, 38% exiting.
  - b. The data shall be in conformance with Notes 3a and 3b of "Existing Conditions" contained in the Land Development Code.
3.
  - a. Existing directional **PM PEAK** hour traffic volumes and LOS on all existing collectors/arterials in study area. **Provide information here:** See attached Traffic Impact Statement.
  - b. Existing turning movement volumes at the impacted intersection(s) and intersection LOS.

**Process:**

A pre-application meeting will be held with City Staff to ensure the application is complete. Applications must be submitted on Friday by 10:00 am. Once deemed complete, the application will be scheduled for review by the Development Review Committee (DRC). The DRC will review the application for compliance with codes and regulations. Changes may be suggested and additional reviews by the DRC may be necessary. Following the DRC, the case will be scheduled for review by the Land Development Review Board (LDRB) and City Council.

The hearing process to review this application is considered quasi-judicial and operates much like a court of law. The LDRB and City Council members act in a similar capacity as a judge and must govern themselves in accordance with the basics of due process in making decisions. Contact with any of these members about my application should be avoided. These members have been instructed to avoid all such conversations with applicants or people in opposition to or support of any Land Use Plan Amendment. Decisions will be made based on evidence and testimony that is presented at scheduled public hearings and not on information gathered outside of these hearings.

**Attendance at meetings:**

The applicant or applicant's representative needs to be present at all meetings including DRC, LDRB and/or City Council. Call Development Department Staff at 727-853-1039 to find out when this case will be scheduled for these meetings.

**Submittal Information Authorization to visit the property:**

Site visits to the property by City representatives are essential to process this application. The Owner/Applicant, as notarized below, hereby authorizes the City representatives to visit, photograph and post a notice on the property described in this application.



**Authorization for owner's representative(s):**

I Hal Shaffer, the owner, hereby authorize Amy E. Huber, Esq. to act as my representative(s) in all matters pertaining to the processing and review of this application, including modifying the project. I agree to be bound by all representations and agreements made by the designated representative.

Signature of Current Property Owner(s): [Signature]

Date: 10/24/23

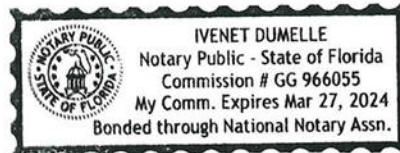
Subscribed and sworn to before me this 24 day of OCTOBER, 2023

who is personally known to me and/or produced DL as identification.

STATE OF FLORIDA, COUNTY OF PASCO

Notary Public: [Signature]

My Commission Expires: MARCH 27, 2024



**Applicant's Affidavit:**

I Amy E. Huber, Esq., the owner or authorized representative, certify that I have read and understand the contents of this application. The information contained in this application, attached exhibits and other information submitted is complete and in all aspects true and correct, to the best of my knowledge. It is also acknowledged that the filing of this application does not constitute automatic approval of the request and, further, if the request is approved, I will obtain all necessary permits to comply with all applicable orders, codes, conditions, and rules and regulations pertaining to the use of the subject property. (Applications which are filed by corporations must bear the seal of the corporation over the signature of an officer authorized to act on behalf of the corporation.)

Signature of Owner or Authorized Representative: [Signature]

Date: 10/25/23

Subscribed and sworn to before me this 25<sup>th</sup> day of October, 2023

who is personally known to me and/or produced FDL as identification.

STATE OF FLORIDA, COUNTY OF PASCO Pine Lakes

Notary Public: [Signature]

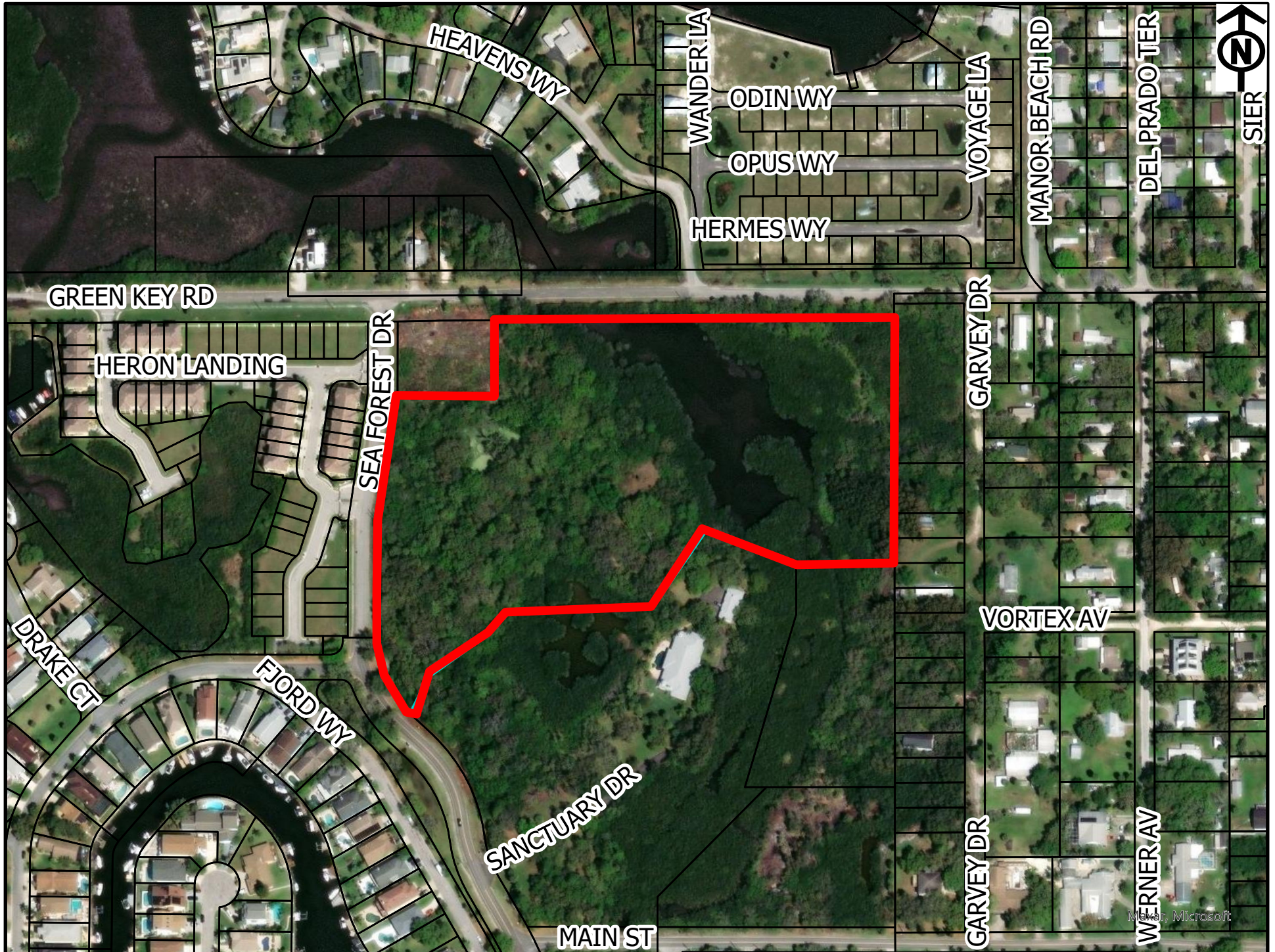
My Commission Expires: 03/09/2024



Table I: Estimated Sewage/Water Flows for Commercial Development:		
Type of Establishment		Gallons Per Day (GPD)
Airports		
	Per Passenger	5
	Add Per Employee (per 8 hour shift)	20
Barber and Beauty Shops		
	Per Chair	100
Bowling Alleys		
	Toilet Wastes Only per Lane	100
County Club		
	Per Resident	100
	Per Member	25
	Per Employee (per 8 hour shift)	20
Dentist Office		
	Per Wet Chair	200
	Per Non-Wet Chair	50
Doctor's Office		
	All Types	250
Factories - exclusive of industrial wastes (gallons per employee per 8 hour shift)		
	No Showers Provided	20
	Showers Provided	35
Food Service Operations		
	Ordinary Restaurant (per seat)	50
	24-hour Restaurant (per seat)	75
	Single Service Articles Only (per seat)	25
	Bar and Cocktail Lounge (per seat)	30
	Drive-In Restaurant (per car space)	50
	Carry-Out Only	
	Per 100 Square Feet of Floor Space	50
	Add Per Employee (per 8 hour shift)	20
Hotels and Motels		
	Regular (per room)	
	Result Hotels, Camps, Cottages (per person)	75
	Add For Self-Service Laundry Facilities (per machine)	400
Office Building		
	Per Employee, Per 8 Hour Shift	20
Service Station		
	Per Water Closet and Urinal	250
Shopping Center - Without Food or Laundry		
	Per Square Foot of Floor Space	.1
Stadium, Race Track, Ball Parks		
	Per Seat	5
Stores		
	Per Square Foot of Floor Space	.1
Swimming and Bathing Facilities - Public		
	Per Person	10
Theaters		
	Indoor, Auditoriums (per seat)	5
	Outdoor, Drive-Ins (per space)	10
Trailer or Mobile Home Park		
	Per Trailer Space	200
Travel Trailer or Recreational Vehicle Park		
	Overnight w/o water and sewer hook-up (per trailer space)	75
	Overnight with water and sewer hook-up (per trailer space)	100

Table II: Estimated Sewage/Water Flows for Institutional Development:		
Type of Establishment		Gallons Per Day (GPD)
Churches		
	Per Seat	3
Hospitals (does not include kitchen wastewater flows)		
	Per Bed	200
Nursing Homes/Rest Homes (does not include kitchen wastewater flow)		
	Per Bed	100
Parks - Public Picnic		
	With Toilets Only (per person)	5
	With Bathhouses, Showers and Toilets (per person)	10
Schools (per person)		
	Day-Type	15
	Add For Showers	5
	Add For Cafeteria	5
	Add For Day School Workers	15
	Boarding Type	75
Work or Construction Camps - Semi Permanent		
	Per Worker	50









LAND DEVELOPMENT REVIEW BOARD - MINUTES  
CITY OF NEW PORT RICHEY  
NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS  
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA  
January 18, 2024  
2:00 PM

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Vice-Chairman Dr. Cadle called the January 18, 2024 Land Development Review Board (LDRB) public meeting and hearing to order at 2:00 pm.

Dr. Cadle led the pledge of allegiance.

Dr. Cadle requested a roll call of members present be conducted and Lisa Algiere stated the following persons were in attendance constituting a quorum.

Members in Attendance

Dr. Donald Cadle  
Louis Parrillo  
Robert Smallwood

Beverly Barnett  
Marilyn deChant

Staff in Attendance

Debbie Manns, City Manager  
Lisa Algiere, Senior Planner  
Matt Lewis, Interim Development Director  
Brittney Love, Development Tech

Corrections were made to the minutes. The final vote for the variance side yard setback was 3-1 not 3-0. Mr. Smallwood made a motion to approve the corrected minutes. Mr. Parrillo seconded the motion. The motion was approved unanimously 5-0.

**Case: LUA-23-10-0001– 6727 Trouble Creek Road – Future land use plan amendment from General Commercial to Light Industrial.**

Lisa Algiere presented the staff report. She informed the board that the area surrounding the subject property is commercial and residential. She also stated that the proposed industrial land use is incompatible with the surrounding land uses and is inconsistent with the Comprehensive Plan. The Development Review Committee recommended denial of the request.

Mr. Todd Pressman represented the owners of the property. He informed the board that the proposed use is compatible in the immediate area and intensive uses currently exist on Voorhees Road.

Mr. Parrillo asked if spaces would be available for rent? He was informed that RV owners would rent the spaces.

Mr. Smallwood made a motion to recommend denial of the request. Mr. Parrillo seconded the motion. The motion was approved unanimously 5-0.

**Case: REZ-23-10-0007 – 6727 Trouble Creek Road – Rezoning from C-2 to Light Industrial.**

Lisa Algiere presented the staff report. She informed the board that the rezoning to Light Industrial must be consistent with a Future Land Use of Light Industrial. The current Land Use is General Commercial and the LDRB voted to recommend denial of a land use amendment to Light Industrial. She also informed the board that the surrounding land uses are commercial and residential and the surrounding zoning is commercial and residential. Rezoning the subject property to Light Industrial would create a spot zoning. The Development Review Committee recommended denial of the rezoning request.

Mr. Todd Pressman, representing the owners, informed the board that it is the same use as the property west of the subject property. He also informed the board that the C-2 zoning district allows some uses that are intensive and that there were no objections from the neighbors.

Mrs. Diana Byrnes, property owner, informed the board that she and her husband spent their life savings purchasing the property. They were hoping to generate additional income and would only allow newer RVs to rent the spaces.

Ms. Manns, City Manager, informed the board that this is spot zoning and would jeopardize future zoning cases.

Mr. Smallwood made a motion to recommend denial of the request. Mr. Parrillo seconded the motion. The motion was approved unanimously 5-0.

**CaseL CU-23-10-0002 – 6727 Trouble Creek Road – Conditional Use for outdoor storage of RV's and fleet vehicles.**

Lisa Algiere presented the staff report. She informed the board that a Conditional Use for outdoor storage could only be granted in a Light Industrial zoning district. She informed the board that the use is incompatible with the surrounding areas and did not meet all criteria for a conditional use. She also noted that the proposed landscaping did not fully meet the city code. The Development Review Committee recommended denial of the request.

Mr. Todd Pressman, representing the owner, informed the board that there is a buffer of existing wooded area to the east. He also stated that the width of the ROW provides sufficient buffer.

Mr. Smallwood made a motion to recommend denial of the request. Mr. Parrillo seconded the motion. The motion was approved unanimously 5-0.

**Case: REZ-23-10-0010 – 6450 Sea Forest Drive – (Sea Forest Manors) Rezoning to PDD for 62 single-family townhomes.**

Lisa Algiere presented the staff report. She informed the board that the current PDD zoning allows a 124 bed Assisted Living Facility with an approved site plan. The current owners desire to construct townhomes and are requesting approval of a new site plan. Ms. Algiere informed the board that the request is consistent with the Comprehensive Plan. She also provided a list of development standards that will be required of the developer. The Development Review Board recommend approval of the request.

Amy Huber, representing the applicants, informed the board that the owners accept the staff report. She noted that the proposal is to develop 60 townhomes, which is 2 less than the maximum allowed of 62. She also informed the board that the request does meet all criteria of a rezoning as required in the city's Land Development Code. She also noted that the cluster development leaves open space which preserves natural resources.

Al Schaffer, owner, informed the board that 80% of the site will remain as open space. He also noted that the current plans for an ALF is three stories whereas the townhomes will be two stories. He also informed the board that golf cart parking spaces are provided for in the development.

Wayne Schweikart, engineer, informed the board that the average square footage of a townhome is 2,000 sf and the end units are 2,500 sf.

Faye Jackson Curry, resident, expressed concern about the location of the entrance and its proximity to the entrance of the development to the west.

Mr. Orchard, resident, expressed concern about wildlife, bringing in fill dirt and potential run-off.

Ms. Thiebes, resident, also expressed concern about run-off and preservation of wildlife. She provided photos.

Ms. deChant asked about allowing continued development in the area west of US Highway 19.

Ms. deChant made a motion to recommend denial of the request. The motion died due to a lack of a second.

Mr. Parrillo made a motion to recommend approval of the request. Mr. Smallwood seconded the motion. The motion was approved 4-1. Ms. deChant voted in the negative.

**Other Business**

Ms. Manns introduced Matt Lewis as the City's Interim Development Director.

Mr. Parrillo made a motion to adjourn. Mr. Smallwood seconded the motion. Motion was approved unanimously.

Meeting adjourned at 2:50 pm

Approved February 15, 2024



# 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, CMC, City Clerk  
**DATE:** 3/5/2024  
**RE:** Board Appointment: David P. Folds, III, Cultural Affairs Committee

**REQUEST:**

The request is for City Council to approve the appointment of David P. Folds, III as member to the Cultural Affairs Committee.

**DISCUSSION:**

Mr. David P. Folds, III has submitted an application seeking membership on the Cultural Affairs Committee. Staff has verified that Mr. Folds has attended the minimum number of meetings in order for his application to be forwarded to City Council for their consideration. Staff has also verified that Mr. Folds meets the requirements set forth in the City's Code to serve on this committee. If approved, Mr. Folds' term will be for two years and will be up for renewal on February 6, 2026. With this appointment, that leaves two alternate member positions open on the committee.

**RECOMMENDATION:**

Staff recommends that City Council approve the appointment of David P. Folds, III as member to the Cultural Affairs Committee and accept the attached updated roster.

**BUDGET/FISCAL IMPACT:**

No funding is required for this item.

**ATTACHMENTS:**

Description	Type
❑ Application - David P. Folds, III	Backup Material
❑ Updated Cultural Affairs Committee Roster	Backup Material

# Board and Committee Membership Application

City of New Port Richey  
5919 Main Street  
New Port Richey, FL 34652  
(727) 853-1016  
www.citynpr.org



## Applicant Information

Name

DAVID P. FOLDS III

Street Address

5743 Delaware Ave

City, State, Zip

New Port Richey FL 34652

Home Phone Cell

772 708 6803

Alternate Phone Home

727 816 1150

E-Mail Address

davepfolds@aol.com

(attach copy of DL for  
residency verification)

## Boards and Committees

Please describe why you are interested in serving on a board or committee for the City of New Port Richey:

I've attended numerous activities of  
The CAC and very much enjoyed them  
AND would like to be more involved  
in planning

Please choose which board or committee you are interested in serving on:

- ☒ Cultural Affairs Committee (meets on the third Wednesday of each month)
- ☐ Environmental Committee (meets on the second Monday of each month)
- ☐ Firefighters Pension Board (meets on a quarterly basis)
- ☐ Historic Preservation Board (meets on the second Monday of the month)
- ☐ Land Development Review Board (meets on the fourth Thursday of the month)
- ☐ Library Advisory Board (meets on the fourth Monday of the month)
- ☐ Parks and Recreation Advisory Board (meets on the second Tuesday of the month)
- ☐ Police Pension Board (meets on the fourth Tuesday of the month)

Have you attended any meetings of the board or committee on which you want to serve?

☒ Yes ☐ No If yes, how many have you attended? 3

**Previous Board or Committee Experience**

Have you ever served on a board or committee with any governmental unit? If so, please describe:

Dept of Veterans Affairs  
Health Promotion Disease Prevention  
Numerous Health Newsletters and  
SE Regional publication

**Previous Volunteer or Community Service Experience**

Summarize your previous volunteer or community service experience.

None in recent yrs

**Special Skills, Interests and/or Qualifications**

Summarize special skills, interests and/or qualifications you possess which you feel would be beneficial to the board or committee you are applying for membership to.

Folk Art Dealer & Appraiser

**Employment/Experience**

Job Title:

Health Promotion Disease Prevention Program mgr.

Employer:

VA Hospital  
Tampa FL

Address Line 1:

13515 Lake Terrace Ln

Address Line 2:

Tampa FL 33637

City:

Tampa

State:

FL

Zip Code:

33637

County:

Hillsborough

Work Phone:

Retired

Professional licenses held:

~~Real Estate~~ ~~Broker~~

Previous employment or experience:

Dept. of Veterans Affairs  
West Palm Beach FL  
Tampa FL

Memberships in professional, civic organizations or government boards or committees:

Organization of Licensed  
Dealers & Appraisers  
since May/2000

Personal References

Please provide three (3) references other than relatives. List name, phone number and relationship to you.

Name (printed)	Phone Number	Relationship
Larry Domlien (C)	570 575 5308	Friend
Pete Siefert	727 359 9229	Friend
Logan Tuliano	813 723 0051	Friend

Eligibility Verification

To serve on a City Board or Committee you must either be a current resident of the city or own a business within the city limits. You must also be a registered voter. Please check all that apply.

☒ I currently live within the city limits.  
☒ I am a registered voter in Florida

☐ I own a business within the city limits  
(attach copy of voter identification card)



Have you ever been convicted, pleaded guilty or no lo contendere to any criminal offense? (A yes answer to the above question does not automatically preclude you from being considered. The circumstances, timeframe and relevant factors are considered on an individual basis.)

☐ Yes ☐ No

If yes, please explain (including date):

### Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a Board or Committee member, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed)

Signature

Date

DAVID P. FOLDS III  
[Signature]  
2/21/24

### Selection Process

Once your application has been reviewed and your eligibility to serve has been verified, you will be contacted by the City Clerk to appear at an upcoming City Council meeting so that Council may address any questions they may have regarding your application. Applications are valid for one year from the date they are submitted.

### Our Policy

It is the policy of this organization to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form and for your interest in volunteering with us. Please return the completed form back to Judy Meyers, City Clerk, City of New Port Richey, 5919 Main Street, New Port Richey, Florida, 34652. You may also send it via e-mail to [meversj@cityofnewportrichey.org](mailto:meversj@cityofnewportrichey.org). If you have any questions or need any further information please contact the City Clerk's Office at (727) 853-1021.

### FOR INTERNAL USE ONLY:

Date Application Received:

Type of Application:

New Member

Renewal



## CITY OF NEW PORT RICHEY BOARDS/COMMITTEES

### Cultural Affairs Committee

7 regular members and 2 alternate members; at least 5 members are residents and registered voters. The 2 remaining members must be registered voters and must either own/operate a city business or be employed in the city. Two-year term.

1. **Richard Melton (Chair)** Through 08.15.25  
5848 Central Avenue  
New Port Richey, FL 34652  
(h) (352) 610-2352  
[Artman011@yahoo.com](mailto:Artman011@yahoo.com)
2. **Kelly Smallwood** Through 06.07.24  
7124 Meighan Court  
New Port Richey, FL 34652  
(c) 727-267-5189  
[smallwood.kelly@gmail.com](mailto:smallwood.kelly@gmail.com)
3. **Anna Mae Petokas McNally (Secretary)** Through 09.03.25  
5926 Madison Street  
New Port Richey, FL 34652  
(518) 491-0559  
[oneofthewonders@gmail.com](mailto:oneofthewonders@gmail.com)
4. **Kimberly Brust** Through 11.01.24  
6545 Circle Blvd.  
New Port Richey, FL 34652  
(727) 919-1429  
[kimbrust@me.com](mailto:kimbrust@me.com)
5. **Beth Fregger (City business owner)** Through 11.01.24  
8040 Island Dr.  
Port Richey, FL 34668  
(727) 505-4930  
[blfmedia23@gmail.com](mailto:blfmedia23@gmail.com)
6. **Eric Mullins** Through 11.15.24  
7325 Royal Palm Drive  
New Port Richey, FL 34652  
(727) 777-2214  
[eric@mullinsmusic.org](mailto:eric@mullinsmusic.org)
7. **David P. Folds, III** Through 03.05.26  
5743 Delaware Avenue  
New Port Richey, FL 34652  
(727) 816-1150  
[davepfolds@aol.com](mailto:davepfolds@aol.com)

**Alternates (2):**

1. **OPEN**
2. **OPEN**

**Staff Liaison: Andi Figart, Joyce Haasnoot**

**City code:** \_\_\_\_\_

**DIVISION 3. CULTURAL AFFAIRS COMMITTEE**

**Sec. 2-68. Created.**

The city council hereby creates the cultural affairs committee.

The purpose of the cultural affairs committee is

- to make recommendations and to advise the city council on the financial sponsorship and creation of cultural activities for the education and recreation of the citizens.

**Sec. 2-69. Duties and responsibilities.**

The cultural affairs committee shall

1. review all requests made to the city for co-sponsorship of cultural events and shall
2. offer a recommendation to the city council regarding the level of financial support for such events. In addition, the cultural affairs committee may
3. offer recommendations to the city council for the initiation and promotion of new events to be sponsored either in full or in part by the city.

**Sec. 2-70. Membership.**

(a) There shall be seven (7) regular members and two (2) alternate members composing the cultural affairs committee. The alternate will serve as a member in the absence of a regular appointed member. At least five (5) members of the cultural affairs committee shall be resident electors of the city. The two (2) remaining members need not be residents of the city, but must be resident electors of the state and must either own or operate a business or be employed in the city. A quorum shall consist of four (4) members.

(b) The appointment of members to serve on the cultural affairs committee will be for two (2) years. The city council shall select the board members by a majority vote. The city council, by a majority vote, may remove any member with or without cause. If available, vacancies shall be filled from the alternate positions.

(c) A board member who misses two (2) consecutive meetings shall be deemed to have resigned unless the absence has been excused by the chairman prior to the meeting. The chairman of the committee shall notify the city clerk of the member's resignation.  
(Ord. No. 1463, § 1, 8-4-98; Ord. No. 1533, § I, 8-15-2000)

**Sec. 2-71. Officers.**

The voting members of the cultural affairs committee shall elect one of their members to serve as chairman, one of their members to serve as vice-chairman, and one of their members to serve as secretary. The chairman shall submit an annual report to the city council. The city manager shall provide clerical and administrative staff assistance as may be reasonably required by the cultural affairs committee for the proper performance of its duties.  
(Ord. No. 1463, § 1, 8-4-98)

**Sec. 2-72. Voting authority.**

All members and alternates, as well as the public, shall have a voice pertaining to the business brought before the cultural affairs committee. Only members are entitled to vote on all proceedings.

Alternates may not vote unless taking the place of an absent member. Members of the board shall not vote if they have a conflict of interest pursuant to Florida Statutes.

(Ord. No. 1463, § 1, 8-4-98)

**Sec. 2-73. Meeting schedule.**

The cultural affairs committee shall meet once every ninety (90) days, unless it determines to meet more frequently. All meetings of the cultural affairs committee shall be open to the public in conformance with F.S. § 286.011, otherwise known as the Government in the Sunshine Law. All meetings shall be conducted in accordance with Robert's Rules of Order. The date, time, place and the agenda of the meeting shall be posted by the city clerk in city hall one (1) week prior to the meetings unless an emergency exists.

(Ord. No. 1463, § 1, 8-4-98)

**Sec. 2-74. Funding.**

The city council shall include a line item allocation in its annual budget to provide for cultural activities or similar purposes. All expenditures made from this appropriation shall be used for cultural events reviewed and approved by the city council.

(Ord. No. 1463, § 1, 8-4-98)

**Sec. 2-75. Compensation.**

The members of the board shall serve without compensation but may receive reimbursement for travel expenditures in accordance with Florida Statutes.

(Ord. No. 1463, § 1, 8-4-98)



# 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:** 3/5/2024  
**RE:** 2024 Sims Park Artificial Turf Installation

## REQUEST:

The action requested of City Council is to review and consider the approval of the attached proposal from FieldTurf USA Inc., in the amount not to exceed \$231,708.90. The proposal contains pricing in accordance with the current Sourcewell Contract No. 031622-FTU. This piggyback process is allowed under the current City purchasing guidelines.

## DISCUSSION:

As the City Council may recall, improvements to Sims Park were completed in 2016. Included in the improvements was the rehabilitation of the existing bandshell, the construction of canopy shelters around the circle area facing the bandshell, drainage improvements, and sod replacement. Since the grand opening of the park in 2016, special events held in the park continue to grow in size and frequency. Major events such as Chasco Fiesta, Christmas Street and boat parade, annual fireworks, Bike Fest, and movies in the park have contributed to the decline and the need for annual partial replacement of the sod in the grass area facing the bandshell. Typically, the city has budgeted \$25,000 annually for sod replacement and grass seed for this area as well as other areas in the park that are utilized on a consistent basis.

As staff reviewed options for surface improvements in this area of the park, it was determined artificial turf is a viable option in place of replacing sod and seeding of areas. With the high pedestrian traffic volumes and constant shade conditions, bare areas are a constant problem. Artificial turf eliminates this issue, reduces cost in the long term, and presents a green surface that is unaffected by the weather extremes over the life of the product. In addition, this product comes with an 8-year warranty and 15–20-year life expectancy making the city's return on investment favorable.

## RECOMMENDATION:

Approval of the attached proposal is recommended.

## BUDGET/FISCAL IMPACT:

This project is included in the City's 2023-2024 Capital Improvement Program with funding identified as Penny for Pasco Tax Dollars.

## ATTACHMENTS:

Description	Type
❑ Piggybacking Checklist	Backup Material
❑ Proposal	Backup Material
❑ Construction Services Manager Recommendation Memorandum	Backup Material

# CITY OF NEW PORT RICHEY FINANCE DEPARTMENT PIGGYBACKING CHECKLIST

Instructions: This form is to be completed for any purchase of goods or contract for services where the City will utilize a contract competitively bid by another governmental agency (i.e. "Piggyback"). Where the purchase requires approval by the City Council because it exceeds applicable thresholds or is an unbudgeted expense, a copy of this completed form should be attached to the agenda memo.

Department/Division: Public Works Date: 02/22/2024

Item/Service	Rubber Mulch Nuggets
Vendor/Service Provider	Top Line Recreation

☐ State Contract # \_\_\_\_\_ ☒ Other Governmental Agency SCBV MTS-906BC

1.	Specify why a procurement by RFP or formal quotes are not practical (FS 287.057):	The contract offers a 3% discount and will enable the City to purchase at the lowest possible price.
----	---	--

		Yes	No
2.	Was Item/Service bid out in compliance with the City's purchasing policy?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.	Has the original contract been competitively procured within the last 12 months and is not expired?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.	Is documentation of the bid process attached to this form? (solicitation, tabulation, award, contract)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.	Does the original contract contain a clause that allows for piggybacking?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.	Is the item/service that the City needs identical to the item/service in the original contract? (specifications of item/service in the original contract match what the City needs)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7.	Has the Vendor/Service Provider confirmed that the City may piggyback on the original contract? Provide documentation to support confirmation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8.	Is a copy of the original contract/agreement attached to this form?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Attach this form with documentation required by #4, #7 and #8.

**CITY OF NEW PORT RICHEY  
FINANCE DEPARTMENT  
PIGGYBACKING  
CHECKLIST**

Instructions: This form is to be completed for any purchase of goods or contract for services where the City will utilize a contract competitively bid by another governmental agency (i.e. "Piggyback"). Where the purchase requires approval by the City Council because it exceeds applicable thresholds or is an unbudgeted expense, a copy of this completed form should be attached to the agenda memo.

Department/Division: Public Works Date: 02/22/2024

Item/Service	Artificial Turf
Vendor/Service Provider	FieldTurf USA, Inc.

☐ State Contract # \_\_\_\_\_ ☒ Other Governmental Agency Sourcewell #031622-FTU

1.	Specify why a procurement by RFP or formal quotes are not practical (FS 287.057):	Sourcewell offers a discount and will enable the City to purchase at the lowest possible price.
----	---	---

		Yes	No
2.	Was Item/Service bid out in compliance with the City's purchasing policy?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.	Has the original contract been competitively procured within the last 12 months and is not expired?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.	Is documentation of the bid process attached to this form? (solicitation, tabulation, award, contract)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.	Does the original contract contain a clause that allows for piggybacking?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.	Is the item/service that the City needs identical to the item/service in the original contract? (specifications of item/service in the original contract match what the City needs)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7.	Has the Vendor/Service Provider confirmed that the City may piggyback on the original contract? Provide documentation to support confirmation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8.	Is a copy of the original contract/agreement attached to this form?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Attach this form with documentation required by #4, #7 and #8.

# COOP PRICING PROPOSAL



## City of New Port Richey

February 16, 2024

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on the Sourcwell contract (formerly NJPA). Sourcwell provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual municipalities do not have to duplicate the bidding process per Sourcwell Contract # 031622-FTU.



Click on the following Sourcwell hyperlink for contract due diligence documentation:

[Sourcwell](#)

	Description	Quantity	Units	Unit Price	Total
	<b>Synthetic Turf</b>				
1	Install At: 6341 Bank street New Port Richie FL 34652  Turf Product : FieldTurf Maxx Pet XM (Equal and acceptable substitution to Command Duo).  • Present sod and soil will be removed, and the site graded to accommodate up to 3" of crush aggregate and a top layer of compacted sand whenever necessary (more material could be used to create desired undulations)  • Installation of nailerboard  • The turf is placed, cut, and seamed according to manufacturer specifications.  • All perimeter edges and seams are glued down using heavy-duty outdoor nails or staples  • Add a top coat of Silica sand infill as required. **Envirofill or Hydrochill for an added cost	26,860	SF	\$8.63	\$231,708.90
	<b>Total Project</b>				<b>\$231,708.90</b>

**ADD \$333.23 to Price for Maxx Flex/Ultimate Flex in lieu of FieldTurf Maxx Pet XM**



# COOP PRICING PROPOSAL



## PRICE DOES NOT INCLUDE:

- a) Any maintenance visits
- b) Any Gmax or HIC testing
- c) Any surveys
- d) Any geotextile fabric
- e) Any costs associated with necessary changes relating to delineation of the field.
- f) The supply of or adjustment to manholes or clean-outs, grates and supply of the manhole covers.
- g) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- h) Site security.
- i) Repair or resurfacing existing asphalt parking lot if damaged by truck traffic.
- j) Site restoration, sodding, landscaping or grow-in.
- k) Permit fees, Inspection fees.
- l) A vehicle to tow FieldTurf maintenance equipment.
- m) Performance and Payment Bond fees.
- n) Anything not explicitly noted in the inclusions.

*The price is valid for a period of 90 days.*

## TERMS AND CONDITIONS

- Installation will be scheduled upon receipt of approved purchase order, signed agreement, or signed subcontract.
- Price is based on assumption that area is free and clear of installed playground or sporting equipment.
- This quote is bid to Manufacturer's specifications.
- Payment in full is due within thirty (30) days of completion of installation. Payment is not conditioned upon receipt of payment from the owner or upper tier contractors. Retainage shall not apply.
- This quote is valid for 90 days.
- Proposal includes only what is stated in this proposal. Any alterations or deviations will be executed only upon written orders and will become an extra charge over and above the estimate. Any overages will be billed accordingly.
- FT Commercial must be notified within 48 hours of any changes to confirmed installation dates. Redeployment fees of \$1,500.00 per occurrence will be assessed if crews are delayed or turned away following confirmed dates. Restocking and shipping fees may also apply for projects that are rescheduled, cancelled or delayed more than three days.
- Installation Supervisor will act as our on-site representative but is not able to bind the company to any agreements, including verbal. All decisions are to be made by authorized office personnel only.
- Any delays caused by weather conditions and/or temperatures that are unsafe, or delays by Owner, Contractor, or any other subcontractors not under the direct control of Fieldturf commercial must be extended regardless of the extension allowed by owner.

# COOP PRICING PROPOSAL



- Any additional site work not included within the stated scope of work, including sub-base, grading, drainage, etc., is the responsibility of the owner.
- FT Commercial will provide a brief visual inspection of the sub-base. There is no testing we can do to ensure the base was done correctly. Proceeding with installation of surfacing does not constitute acceptance of the sub-base.
- Security during install and upon completion is the responsibility of the owner.
- Warranties will not be issued until payment in full is received.
- All projects over \$10,000.00 may be issued a preliminary lien.

## CONSTRUCTION ASSUMPTIONS

- Our pricing is based on the ability to perform all our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We will require exclusive access to the area for our work during the construction process.
- We have assumed one mobilization for the installation, including the delivery and staging of materials. FT Commercial should be notified in advance if prior staging of materials is required so that the project may be priced accordingly, otherwise additional mobilization fees will apply.
- Pricing assumes secure storage and adequate lay down area for our tools, equipment, and materials, within close proximity to the installation site.
- Pricing assumes access to electrical outlets and water available within 100 feet of work area.
- FT Commercial cannot be responsible for moving or repairing of any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.

Please feel free to reach out to any member of our project team with questions about our offer:

David Trevisonno - Project Manager

(514) 375-2645

[David.Trevisonno@FieldTurf.com](mailto:David.Trevisonno@FieldTurf.com)

Name: \_\_\_\_\_ Company: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Thank you again for your interest in FieldTurf, we look forward to working with you.

The present proposal serves to provide an overview of the terms and conditions governing the business relationship between the parties for the completion of the above-referenced transaction. The parties hereby undertake to subsequently formalize their agreement by signing a more detailed agreement

# COOP PRICING PROPOSAL



and/or purchase order ("Contract") and as such the amount listed herein shall be an estimate which will be formalized in said Contract.

**FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE. Calhoun, GA 30701**

If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: [Eric.Fisher@smartbuycooperative.com](mailto:Eric.Fisher@smartbuycooperative.com).





**EASYTURF**  
A FieldTurf Company

# COMMERCIAL

ROOFTOPS • EVENT LAWNS • PLAYGROUND SURFACING  
PUTTING GREENS • DOG USE AREAS • LOGOS & MORE



# INFO





**Set your facility apart from the rest!**

Be sure to ask how our artificial grass  
can even begin to

**pay for itself**



through our referral program!



# #1 ARTIFICIAL GRASS IN AMERICA

Thank you for your interest in our EasyTurf by FieldTurf artificial grass! I am confident that after learning all about EasyTurf artificial grass products and our own installation methods and warranties, you will see for yourself that there is no better choice for your artificial grass solution than EasyTurf.

The following packet of information will give you a basic overview and includes references, pictures, and installation details. We have independent testing data available regarding ADA wheelchair accessibility, drainage, and more. If you would like additional, detailed information such as this, please let us know and we will be happy to provide it to you.

FieldTurf is the artificial grass of choice for professional sports teams (21 NFL teams and more than 100 NCAA collegiate teams play and/or practice on FieldTurf artificial turf athletic fields). FieldTurf is the manufacturer of our EasyTurf line of artificial grass products that are in use by schools and daycare centers for their playground surfacing, doggie daycare centers, kennels, and other pet care facilities, and commercial property owners and residential homeowners throughout the country.

Some things to know about EasyTurf and FieldTurf:

- Having EasyTurf will eliminate the need to trim, mow or water your grass... ever again! No more bare spots and no need to spread fertilizers and other chemicals in an effort to keep your lawn green.
- EasyTurf is the perfect grass for children *and* dogs. It keeps them (and your property!) cleaner and more safe, all while keeping your grass area looking it's best! We even offer ASTM F1292-04 compliant safety surfacing options for playground surfacing. Also, all EasyTurf installations meet ADA wheelchair accessibility requirements.
- FieldTurf's patented engineering processes provide for rapid rain drainage through the turf allowing for use almost immediately following a heavy rainfall. Best of all, with the EasyTurf proprietary MaxxFlow backing, there are no holes in the turf to clog and no felt-like backing (felt-like backings are associated with mold, mildew and urine odors). EasyTurf artificial grass products have the only 100% permeable backing in the industry.
- Our 20+ years of installation experience and FieldTurf's 25+ years of manufacturing experience combine to bring you the best synthetic turf product installed by the most experienced synthetic turf company in the Southeast United States.
- By switching to EasyTurf you will have a long term solution (15 - 20 years!) for your grass. No more fuss and worry... always lush, soft and green 24/7/365, providing a perfect appearance for your property.

Environmentally friendly and safe for people, animals and the environment, EasyTurf is the perfect alternative to live grass that simply won't stand up to the daily use we all want it for.

Feel free to call us directly at 941-753-3312 or toll free at 1-800-445-2944 to discuss any portion of this. I hope that we get the opportunity to provide you with the Greatest Turf On Earth™: EasyTurf by FieldTurf!

Regards,

David Sheffer  
EasyTurf | A FieldTurf Company



**EASYTURF**  
A FieldTurf Company





# #1 ARTIFICIAL GRASS IN AMERICA

FieldTurf has been raising the bar since it introduced the industry's first infilled artificial turf over 25 years ago. Since that time, competitors have been trying to copy and duplicate the FieldTurf standard. The problem for them: FieldTurf keeps getting better. EasyTurf represents the premium FieldTurf line of artificial grass for landscaping areas, pet areas, play areas and other recreation applications (like putting greens, bocce, tennis and more!).

## UNMATCHED REALISM



Structured, multi-colored grass blades that have the softest feel in the industry and the most realistic appearance as opposed to competitor products that often look and feel as scratchy as Easter basket grass. EasyTurf was not created to look like an expensive carpet, rather, it was created to emulate natural grass. We know you will agree with us that EasyTurf comes closer to this goal than any other product.

## UNMATCHED DRAINAGE



The EasyTurf proprietary MaxxFlow backing system allows complete drainage through the turf without the possibility of retaining moisture or clogging like competitor products will. MaxxFlow provides 6 to 10 times the amount of drainage per hour than competitor products - important when it comes to getting children or the family dog back outside and enjoying their play time after a heavy rain. After viewing our drainage comparison video, you will realize that EasyTurf will rinse clean while competitor products will leave your artificial grass full of unwanted debris.

## UNMATCHED DURABILITY



EasyTurf's structured grass blades and complete use of 100% polyethylene grass blades make for the most durable and longest lasting product on the market. Competitors rely on cheaper, less durable nylon yarns to bulk up their products making you think you are getting more for your money. Sadly, that is not the case. Nylon's inherent characteristics require our competitors to add anti-microbial additives to their grass blades - something EasyTurf products have no need for. While most all artificial grass products rely on polyethylene upright grass blades, ask the competition what material their thatch grass blades are made of (these are the shorter, curled grass blades that are often tan in color—competitors use nylon while EasyTurf thatches are made with 100% polyethylene)

The superiority of EasyTurf is all backed by **the best product warranty in the business**: a true manufacturer's warranty and not a pro-rated warranty from a marketing company (like our competitors!). Want to know more? Ask us.



**EASYTURF**  
A FieldTurf Company



# #1 ARTIFICIAL GRASS IN AMERICA

We have been installing artificial turf since 1998. Over the years, we have learned what steps to take and what materials to incorporate into every installation to make them last as long as or longer than the artificial grass itself. While many competitors take shortcuts and/or use inferior materials to cut costs just to make a sale, EasyTurf will never sacrifice quality. Every installation, installed as if it were our own backyard: that is our commitment to you.

## THE PERFECT EDGE



A nailer board serves two primary purposes: to prevent sub-base migration and to provide an edge to attach the artificial turf. Most companies use pressure treated wood or a wood composite product. Neither of these choices will keep the turf edges secure for very long though. That's why EasyTurf uses PVC. As a nailer board, it will even outlast the artificial turf, allowing it to be utilized over and over through the years. Going one step further, we install this nailer board around every support post, tree and/or object in the turf area as well, providing a secure attachment of turf at every edge. Our competitors don't do this. Their pressure treated wood or composite boards will begin to decay quickly when in the ground causing the turf to come loose at the edges very quickly. What good is a nailer board that won't even do its job after 5 years?

## SECURED TO LAST



We have seen competitors use everything from large nails to galvanized sod staples to galvanized staples attaching turf to their wood and/or composite nailer boards. None of these methods will last very long. Even worse, galvanized nails and galvanized staples get rusty and become dangerous in areas where children or dogs are playing. EasyTurf secures all edges of EasyTurf to the PVC nailer board using stainless steel staples. They cost more but they outlast even the turf's lifetime and will not rust out... and they remain safe.

Every EasyTurf installation is backed by **the best installation warranty in the business**. Ask our competitors how long they warranty their work. Their answer: one year or less. (Beware: Product & Installation Warranties are two different warranties!) We back every one of our installations for the life of the product warranty. Want to know more? Ask us!



**EASYTURF**  
A FieldTurf Company





## **8 Year Product Warranty & 8 Year Install Warranty for Commercial Artificial Lawn Grass Installations**

EasyTurf, Inc. is proud to offer an industry leading Product & Installation warranty for all commercial installations of EasyTurf by FieldTurf artificial landscape grass products.

**PRODUCT WARRANTY\***: 8 year manufacturer product warranty backed by a pre-paid, non-prorated third party insured warranty with zero deductible and no limit on claims.

**INSTALLATION WARRANTY\***: 8 years, non-prorated, on seams and turf edge security.

\* EasyTurf by FieldTurf putting greens are backed by 7 year warranty.

FieldTurf warrants it's EasyTurf by FieldTurf Landscaping Grass for a period of 8 years under the following conditions: If FieldTurf's Landscaping grass proves to be defective in material, resulting in premature wear, FieldTurf will, at its sole option, replace or repair such defect at no charge to the customer. No cash refunds will be made. Premature wear is described as a loss of more than 50% of the pile height of the grass during normal and ordinary use of the Product for use as Landscaping grass. This warranty term is for installations located at altitudes of or below 5000 ft. above sea level. This warranty does not come into effect until the Certificate of Completion has been signed by the purchaser and sent for validation to EasyTurf, Inc. within 30 days of installation or customer use, whichever shall occur first. Once validated, the warranty period commences as at the date of completion of the installation. EasyTurf by FieldTurf putting greens are backed by 7 year warranty.

**EasyTurf also warrants the installation workmanship of turf seams and turf edge security for a period of 8 years from the date of installation.**

These warranties do not certify or cover against the following:

- 1) damage from accidents, force majeure, abuse and/or neglect from other than normal and ordinary use of this product;
- 2) damage resulting from failure to maintain the product in accordance with the maintenance instructions provided to the buyer;
- 3) damages due to causes which include (but are not limited to) the application of chemicals or cleaning agents, dirt, traffic, normal matting, the effect of the sun's energy when magnified by glass or reflective surfaces, settling of the sub-base, drainage and all other issues related to the sub-base and/or saturation and/or settlement of the ground underneath, vandalism, fire, floods, damage from animals or other acts of God;
- 4) damage or problems caused by other parties or contractors after our installation is complete or from work performed prior to our arrival for our installation;
- 5) damage resulting from repair, or attempted repair, by anyone other than an EasyTurf authorized installer.
- 6) damages resulting from bodily injury (including death), personal injury, property damage, or economic losses that may arise out of use of the Product or the interface of the Product with any structure or equipment.

Any repairs or replacements performed under the terms of these warranties shall not lead to any extension whatsoever of the warranties.

**CERTIFICATE OF COMPLETION MUST BE SIGNED AND RETURNED TO EASYTURF, INC.  
WITHIN 30 DAYS of INSTALLATION COMPLETION FOR ALL WARRANTIES TO BE ACTIVATED.**



# NEW PORT RICHEY PUBLIC WORKS

COMMITTED TO SERVICE

OUR MISSION: TO PROVIDE RESPONSIVE, PROFESSIONAL, AND COURTEOUS SERVICE TO THE PUBLIC

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6 1 3 2 P I N E H I L L R O A D • P O R T R I C H E Y , F L 3 4 6 6 8 • 7 2 7 . 8 4 1 . 4 5 3 6

**TO:** Robert M Rivera  
**FROM:** Martin Field  
**DATE:** February 16, 2024  
**RE:** Sims Park Artificial Grass Project

---

Robert,

We reached out to two of the top artificial grass manufactures in our area. I have reviewed both artificial grass products and have compared items such as installation, warranty, maintenance, durability, pet friendliness, cleaning and rain drainage.

Easy Turf and Synlawn, although both products have a 8-year warranty and comparable maintenance and durability, for our application Easy Turf has the preferred drain rate. This increased drain rate would assist during heavy rain events and also with any pet or event issues that would need to be cleaned up. All cleanup is done with the use of a non-aggressive cleaner such as Simple Green and water. In comparing cost between Easy Turf and Synlawn, Easy Turf was on average 50k less for comparable products.

Construction Services would recommend moving forward with the Easy Turf as our artificial turf vendor.

Thank you.

*Martin Field*



# 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:** 3/5/2024  
**RE:** Auxiliary Power Generator Purchase – Fire Station No. 2

## REQUEST:

Attached for City Council's review and consideration for approval are two (2) items. The first item is a proposal from Ring Power Systems Incorporated in the amount not to exceed \$133,842.00 for the purchase of a 300KW auxiliary power generator for Fire Station No. 2. The pricing is in accordance with Sourcwell Contract No. 120617-CAT. The second request for approval is a budget amendment in the amount not to exceed \$135,000.00

## DISCUSSION:

As City Council is aware, in 2019 the City contracted with Spring Engineering, Inc. for architectural and engineering design services for the new construction and relocation of the City's Fire Station No. 2 located at 6121 High St. The new site consists of a 1.19-acre parcel located on Grand Boulevard just north of Marine Parkway and south of High St. The construction project involves site preparation and the construction of a 7,876 SF single-story fire station. The station includes two (2) drive-thru bays, office space, a day room, training and exercise rooms, a bunker gear storage room, a commercial-grade kitchen, dorm style bedrooms to accommodate up to six (6) personnel, an OSHA certified decontamination room, an outdoor private patio, and auxiliary power generator.

In an effort to reduce costs associated with the project, staff has begun the direct purchase of several items. The first being the auxiliary power generator. This direct purchase reduces the cost of the project by eliminating the sales tax, contractor's profit and insurance, as well as competitive pricing thru the use of the Sourcwell Coop contract bid process.

## RECOMMENDATION:

Approval of the purchase and budget amendment are recommended.

## BUDGET/FISCAL IMPACT:

Funding is identified as Penny for Pasco Tax Dollars and is being transferred from the Fire Station No.1 Building Hardening Project.

## ATTACHMENTS:

Description	Type
❑ Piggybacking Checklist	Backup Material
❑ Proposal/Specifications	Backup Material
❑ Budget Amendment	Backup Material

**CITY OF NEW PORT RICHEY  
FINANCE DEPARTMENT  
PIGGYBACKING  
CHECKLIST**

Instructions: This form is to be completed for any purchase of goods or contract for services where the City will utilize a contract competitively bid by another governmental agency (i.e. "Piggyback"). Where the purchase requires approval by the City Council because it exceeds applicable thresholds or is an unbudgeted expense, a copy of this completed form should be attached to the agenda memo.

Department/Division: Public Works Date: 02/22/2024

Item/Service	Rubber Mulch Nuggets
Vendor/Service Provider	Top Line Recreation

☐ State Contract # \_\_\_\_\_ ☒ Other Governmental Agency SCBV MTS-906BC

1.	Specify why a procurement by RFP or formal quotes are not practical (FS 287.057):	The contract offers a 3% discount and will enable the City to purchase at the lowest possible price.
----	---	--

		Yes	No
2.	Was Item/Service bid out in compliance with the City's purchasing policy?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.	Has the original contract been competitively procured within the last 12 months and is not expired?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.	Is documentation of the bid process attached to this form? (solicitation, tabulation, award, contract)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.	Does the original contract contain a clause that allows for piggybacking?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.	Is the item/service that the City needs identical to the item/service in the original contract? (specifications of item/service in the original contract match what the City needs)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7.	Has the Vendor/Service Provider confirmed that the City may piggyback on the original contract? Provide documentation to support confirmation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8.	Is a copy of the original contract/agreement attached to this form?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Attach this form with documentation required by #4, #7 and #8.



**CITY OF NEW PORT RICHEY  
FINANCE DEPARTMENT  
PIGGYBACKING  
CHECKLIST**

Instructions: This form is to be completed for any purchase of goods or contract for services where the City will utilize a contract competitively bid by another governmental agency (i.e. "Piggyback"). Where the purchase requires approval by the City Council because it exceeds applicable thresholds or is an unbudgeted expense, a copy of this completed form should be attached to the agenda memo.

Department/Division: Public Works Date: 02/22/2024

Item/Service	Artificial Turf
Vendor/Service Provider	FieldTurf USA, Inc.

☐ State Contract # \_\_\_\_\_ ☒ Other Governmental Agency Sourcewell #031622-FTU

1.	Specify why a procurement by RFP or formal quotes are not practical (FS 287.057):	Sourcewell offers a discount and will enable the City to purchase at the lowest possible price.
----	---	---

		Yes	No
2.	Was Item/Service bid out in compliance with the City's purchasing policy?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.	Has the original contract been competitively procured within the last 12 months and is not expired?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.	Is documentation of the bid process attached to this form? (solicitation, tabulation, award, contract)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.	Does the original contract contain a clause that allows for piggybacking?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.	Is the item/service that the City needs identical to the item/service in the original contract? (specifications of item/service in the original contract match what the City needs)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7.	Has the Vendor/Service Provider confirmed that the City may piggyback on the original contract? Provide documentation to support confirmation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8.	Is a copy of the original contract/agreement attached to this form?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Attach this form with documentation required by #4, #7 and #8.

**Your North and Central Florida Caterpillar Dealer**

**ST. AUGUSTINE**  
500 World Commerce Prkwy  
St. Augustine, FL 32092  
**904-737-7730**

**TALLAHASSEE**  
32000 Blue Star Hwy  
Midway, FL 32343  
**850-562-1622**

**OCALA**  
6202 N US 301/441  
Ocala, FL 34475  
**352-732-4600**

**ORLANDO**  
9901 Ringhaver Dr.  
Orlando, FL 32824  
**407-855-6195**

**TAMPA**  
10421 Fern Hill Dr  
Riverview, FL 33578  
**813-671-3700**

**SALES**
**SERVICE**
**PARTS**
**LEASING**
**RENTALS**
**QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT**

DATE: **2/21/2024**

QUOTATION NO: **CTIV DEALER STOCK-24**

CUSTOMER NAME: **CITY OF NEW PORT RICHEY**

ADDRESS:

CITY/STATE/ZIP: , FL

PHONE:

ESTIMATED SHIPPING LEAD TIME: **1 Weeks ADA**

SHIPPING VIA/FOB: **Truck/Jobsite**

ESTIMATED SUBMITTAL LEAD TIME: **4 Weeks**

JOBSITE ADDRESS:

CITY/STATE/ZIP: FL

PROJECT NAME: **CITY OF NEW PORT RICHEY FIRE  
STATION-C9 300KW STOCK-  
SOURCEWELL**
**TERMS:** Full payment is due from buyer within 10 days of delivery or pickup of the equipment.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
<b>Please ensure quote meets your expectations.</b>		
One (1) New Caterpillar Diesel Generator - Model C9, Rated 300KW standby at 0.8 PF, 120/208 Volts, 3 Phase, 4 Wire, 60 Hz at 1800 RPM, with following options:		
<ul style="list-style-type: none"> <li>UL 2200 Listed Genset, NFPA 110 alarms</li> <li>Main UL circuit breaker, 3 Pole, 1200 Amp, generator mounted</li> <li>Control panel with safety shutdowns, Engine controls and gauges</li> <li>130 degrees C rise generator with voltage regulator, PMG excitation</li> <li>ADEM electronic governor</li> <li>Weatherproof sound attenuated enclosure, aluminum construction 150 mph wind rated</li> <li>Jacket water heater, 240VAC input</li> <li>Battery charger UL 10 amp, 120VAC input</li> </ul>		

Quotation Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_ Tax No.: \_\_\_\_\_

Customer: \_\_\_\_\_ Salesman's Signature: Chad Taurman

Chad Taurman, EP/Ind Sales. Central Florida

**TERMS**

- This offer to sell is made subject to buyer's acceptance within ten (10) days from this date (noted above).
- All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- A 25% restocking fee will be assessed for all canceled orders or returned materials.
- No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- No sales tax is included.
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- Ring Power requires a purchase order to secure this sales agreement.

Quote No. **CTIV DEALER STOCK-24**

Page 1 of 3

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
<ul style="list-style-type: none"> <li>Generator space heater, 120VAC input</li> <li>2 Year / 1000 hour Caterpillar Limited Warranty</li> </ul>		
Caterpillar List Price		\$ 149,606.00
Discount per Sourcwell Contract (37% List Price)		-\$55,355.00
Generator Price with Sourcwell Discount		\$94,251.00
Caterpillar Platinum level ESC, 5 year /2500 hours		\$0.00
Freight (\$8,000.00 List, 5% Discount)		\$7,600.00
Fuel tank, UL142 Listed, 1100 gallon usable capacity (\$23,675.00 List, 5% Discount)		\$22,491.00
Commissioning and 4 hour load test (\$10,000.00 List, 5% Discount)		\$9,500.00
Total NET for above		\$133,842.00
<p><b><i>This quotation is valid for 30 days. Due to the fluctuating costs associated with key materials such as steel, aluminum, and copper, and other manufacturer delays beyond Ring Power's control, we reserve the right to review quotation pricing at the time of order and again at time of equipment release. If material costs increase by greater than 2%, Ring Power will update our quotation accordingly. We appreciate your understanding during this volatile time and look forward to partnering with you as we work through it together.</i></b></p> <p>Clarifications:</p> <ul style="list-style-type: none"> <li>-Quotation to be limited to the products and scope specifically listed above. Items and services not specifically listed above are not considered part of this quotation.</li> <li>-Pricing provided without written specifications. Equipment provided as a part of this proposal will be limited to the BOM above.</li> <li>-The Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from or associated with the COVID-19 pandemic or any future epidemic, and the Buyer shall not be entitled to any damages including but not limited to liquidated, special, consequential, or punitive, resulting thereof. Furthermore, the Seller's product lead times are based upon the information provided to Seller from its suppliers at the time of quotation. The Buyer accepts that lead times for products can change and do so without notice and due to reasons, that are beyond any control of the Seller. As such, the Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from lead times that extend past those originally quoted, and Buyer shall not be entitled to any damages resulting thereof."</li> <li>-All labor to be performed during normal working hours 8am-5pm Monday-Friday, afterhours labor at additional cost</li> <li>-Pricing does not include any specialized testing (NETA, infrared scanning, etc...) unless specifically listed above.</li> <li>-Pricing assumes that the generator will be commissioned at the same time under a single mobilization, separate commissioning to be performed at additional cost</li> <li>-Generator quoted from dealer stock and subject to prior sale</li> </ul> <p>Notes:</p> <ol style="list-style-type: none"> <li>1. The above price includes start-up, testing, and customer training.</li> <li>2. No installation, labor, conduit, wire, equipment off loading, anchor bolts, pad, fuel or fuel piping is included</li> <li>3. No sales tax included</li> <li>4. No audio or video recording of training permitted.</li> <li>5. Ring Power Corporation does not participate in any Contractor Controlled Insurance Programs (CCIP)</li> <li>6. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.</li> <li>7. Ring Power will be supplying equipment as described in the attached documentation.</li> <li>8. <b>Pricing in accordance with Sourcwell Contract 120617-CAT. Ring Power Corporation will honor this pricing schedule and will extend it to City of New Port Richey for this sale</b></li> </ol>		

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
-------------------------	------------	-----------

9. **Ring Power will not release equipment for production until we have received the signed sales agreement and signed and approved submittal from our customer. This is done to ensure that we are providing quality equipment that fits our customer's needs.** If you need any assistance, please contact your sales representative.

Thank you for considering Ring Power Systems for your equipment needs

Chad Taurman

*Chad Taurman*

Ring Power Systems, Generator Sales Central Florida,  
813 671 3700 Office – 813 671 2957 Fax – 813 277 4784 Cell  
Chad.taurman@ringpower.com





*Picture shown may not reflect actual configuration*

## C9 ACERT™ Sound Attenuated and Weather Protective Enclosures

U.S. Sourced  
180 – 300 kW 60 Hz

### Features

#### Robust/Highly Corrosion Resistant Construction

- Factory-installed on skid base
- Environmentally friendly, polyester powder baked paint
- Zinc plated or stainless steel fasteners
- Internally mounted-critical exhaust silencing system (sound attenuated only)
- Externally front-mounted enclosed exhaust silencing system (weather protective only)
- Designed and tested to comply with UL 2200 listed generator set package
- Compression door latches providing solid door seal

#### Excellent Access

- Large cable entry area for installation ease
- Accommodates side-mounted single or multiple breakers
- Two doors on both sides
- Vertically hinged allow 180° opening rotation and retention with door stays
- Lube oil and coolant drains routed to the exterior of the enclosure base

#### Transportability

- These enclosures are of extremely rugged construction to withstand outdoor exposure and rough handling common on many construction sites

#### Security and Safety

- Lockable access doors which give full access to control panel and breaker
- Cooling fan and battery charging alternator fully guarded
- Fuel fill, oil fill, and battery can only be reached via lockable access

- Externally mounted emergency stop button
- Designed for spreader bar lifting to ensure safety
- Stub-up area is rodent proof

#### Options

- Caterpillar yellow\* or white paint
- Weather protective enclosure constructed with 14-gauge steel
- Sound attenuated Level 1 constructed with 14-gauge steel
- Sound attenuated Level 2 constructed with 14-gauge steel
- Sound attenuated enclosure constructed with 12-gauge aluminum (5052 grade)
- UL Listed 203 gallon integral fuel tank
- UL Listed 660 or 1002 gallon sub base fuel tanks
- Seismic certification per applicable building codes: IBC 2000, IBC 2003, IBC 2006, IBC 2009, IBC 2012, CBC 2007, CBC 2010
- IBC certification for 150 mph wind loading
- Anchoring details are site specific and are dependent on many factors such as generator set size, weight and concrete strength. IBC certification requires that the anchoring system used is reviewed and approved by a professional engineer.
- Control panel viewing window\*\*
- Cold weather bundle. Available with SA Level 2 and Aluminum SA enclosures only

\*\*Not available with aluminum enclosures

\*\*Steel sound attenuated only

## Enclosure Sound Pressure Levels at Standby Ratings

Enclosure Type	Standby eKW	Cooling Air Flow Rate		Ambient Capability*		(dBA) @ 7m (23 ft) at 100% Load
		m³/s	cfm	°C	°F	
Sound Attenuated Level 2	300	351	12395	46	115	71
	250	351	12395	53	127	71
	200	351	12395	59	138	71
Sound Attenuated Level 1	300	351	12395	46	115	75
	250	351	12395	53	127	74
	200	351	12395	59	138	74
Weather Protective	300	516	18222	49	120	82
	250	516	18222	55	131	82
	200	516	18222	60	140	82
Aluminum Sound Attenuated	300	351	12395	46	115	73
	250	351	12395	53	127	72
	200	351	12395	59	138	72

\*Cooling system performance at sea level. Consult your Cat® dealer for site specific ambient and altitude capabilities.

## Enclosure Sound Pressure Levels at Prime Ratings

Enclosure Type	Prime eKW	Cooling Air Flow Rate		Ambient Capability*		(dBA) @ 7m (23 ft) at 100% Load
		m³/s	cfm	°C	°F	
Sound Attenuated Level 2	275	351	12395	50	122	71
	225	351	12395	56	133	71
	180	351	12395	60	140	71
Sound Attenuated Level 1	275	351	12395	50	122	75
	225	351	12395	56	133	74
	180	351	12395	60	140	73
Weather Protective	275	516	18222	52	126	82
	225	516	18222	59	138	82
	180	516	18222	60	140	82
Aluminum Sound Attenuated	275	351	12395	46	115	72
	225	351	12395	56	133	72
	180	351	12395	60	140	72

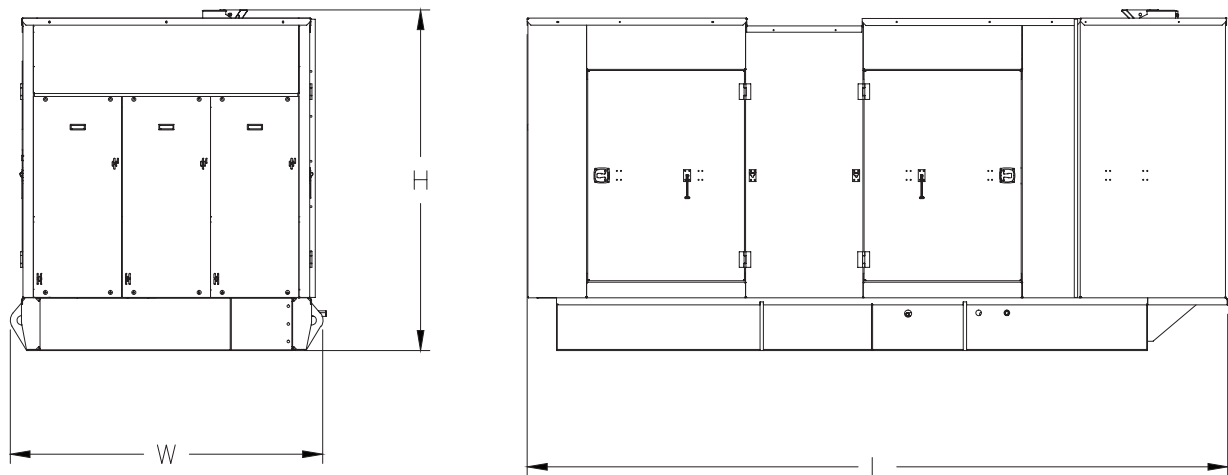
\*Cooling system performance at sea level. Consult your Cat dealer for site specific ambient and altitude capabilities. The sound pressure level data shown in the tables above is quoted as free field and is for guidance only. Actual levels produced may vary according to site conditions.

## Component Weights to Calculate Package Weight

						Steel Enclosures				Aluminum Enclosure	
Narrow Skid		Wide Skid		Weather Protective		Sound Attenuated Level 1		Sound Attenuated Level 2		Sound Attenuated	
kg	lb	kg	lb	kg	lb	kg	lb	kg	lb	kg	lb
219	483	468	1032	660	1455	1062	2341	1062	2341	629	1387

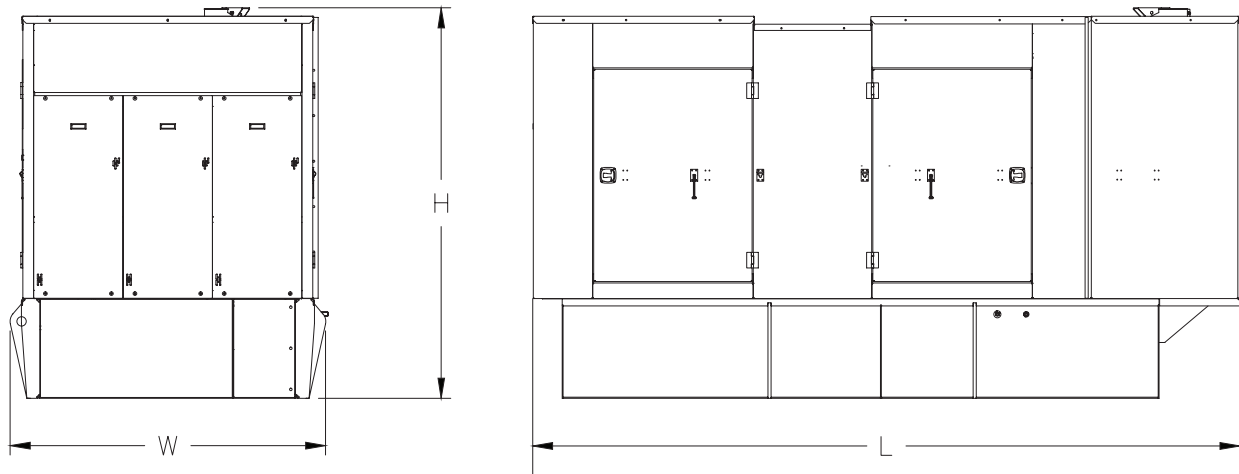
Enclosure Weights and Dimensions

Enclosure on Skid Base



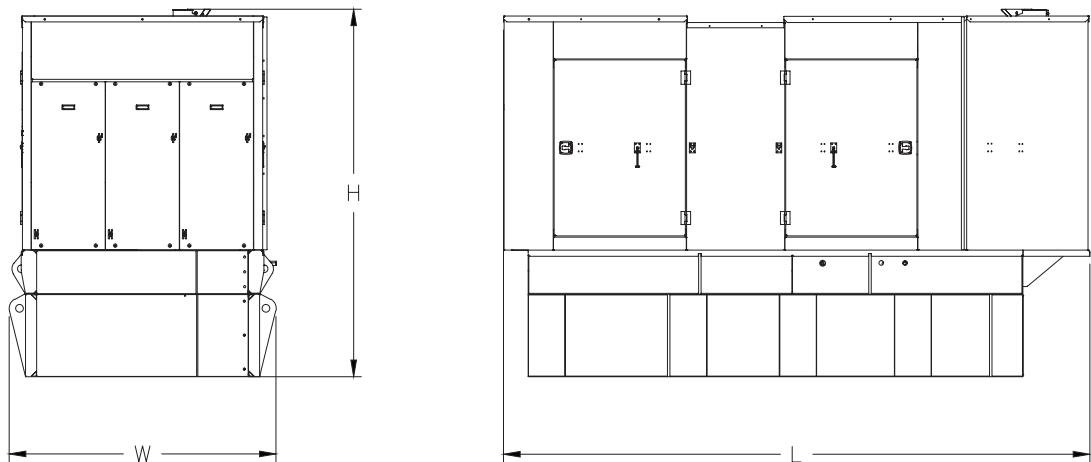
Enclosure Type	Length "L"		Width "W"		Height "H"	
	mm	in	mm	in	mm	in
Sound Attenuated	4515	177.8	2037	80.2	2196	86.5
Weather Protective	4035	158.9	2037	80.2	2142	84.3

Enclosure on a UL Listed 203 Gallon Integral Fuel Tank Base



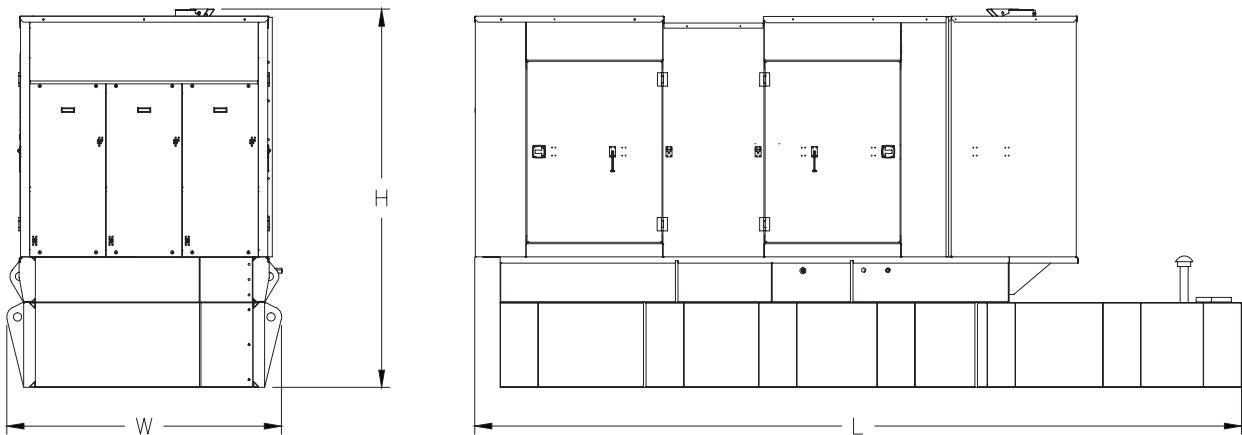
Enclosure Type	Length "L"		Width "W"		Height "H"	
	mm	in	mm	in	mm	in
Sound Attenuated	4515	177.8	2014	79.3	2492	98.1
Weather Protective	4035	158.9	2014	79.3	2438	96.0

Enclosure on a UL Listed 660 Gallon Sub-base Fuel Tank Base



Enclosure Type	Length "L"		Width "W"		Height "H"	
	mm	in	mm	in	mm	in
Sound Attenuated	4515	177.8	2056	80.9	2831	111.5
Weather Protective	4035	158.9	2056	80.9	2777	109.3

Enclosure on a UL Listed 1002 Gallon Sub-base Fuel Tank Base



Enclosure Type	Length "L"		Width "W"		Height "H"	
	mm	in	mm	in	mm	in
Sound Attenuated	5739	225.9	2056	80.9	2831	111.5
Weather Protective	5739	225.9	2056	80.9	2777	109.3



**BUDGET AMENDMENT REQUEST**

Date 3/5/2024

NO. \_\_\_\_\_

**INCREASE**

Account No.	Division	Description	Budget Current	Change	Proposed Budget
301522 46299	Capital Improvement	Fire Station No 2 Construction	3,654,140	135,000	3,789,140
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-

**DECREASE**

Account No.	Division	Description	Budget Current	Change	Proposed Budget
301522 46299 7001	Capital Improvement	Fire Station No 1 Renovations	220,860	135,000	85,860

**Explanation:** purchase of Diesel Generator for Fire Station No 2.

Requested By: Robert Rivera  
Department Head

Approved By:  
Finance Director Crystal Dunn  
City Manager \_\_\_\_\_

Council Action Required ☒ Yes ☐ No (If Yes, Date Approved \_\_\_\_\_)

Date Posted \_\_\_\_\_ Current Month \_\_\_\_\_ Posted By: \_\_\_\_\_



# 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, ICMA-CM, City Manager

**DATE:** 3/5/2024

**RE:** Resolution No. 2024-03: Amending City Council Meeting Times

## REQUEST:

The request is for City Council to adopt Resolution No. 2024-03 which amends the start time for all regular City Council meetings and work sessions to 6:00 p.m.

## DISCUSSION:

At your regular meeting on February 20, 2024, Councilman Peters brought up the suggestion of amending the start time for City Council meetings from 7:00 p.m. to 6:00 p.m. Since that time, staff has researched what times the other five municipalities in Pasco County begin their meetings. The results are as follows:

- City of Dade City meetings begin at 5:30 p.m.
- City of Port Richey meetings begin at 6:00 p.m.
- Town of St. Leo meetings begin at 7:00 p.m. but are only held once a month.
- City of San Antonio meetings begin at 6:30 p.m. but are only held once a month.
- City of Zephyrhills meetings begin at 6:00 p.m.

It should be noted that the Pasco County Board of County Commissioners conduct their meetings during the day beginning at 10:00 a.m.

Section 3.01.00, Chapter 3 of the Land Development Code, sets forth language regarding the regular meetings of the City Council. Ordinance No. 1715 was adopted in February 2004 which provided for the establishment of meeting times by resolution. The sitting City Council at that time adopted Resolution No. 2004-03 which amended the meeting start time from 7:30 p.m. to 7:00 p.m. Both documents have been attached to this agenda item for reference.

## RECOMMENDATION:

Staff recommends that City Council approve Resolution No. 2024-03 which amends the start time of all regular meetings and work sessions of City Council from 7:00 p.m. to 6:00 p.m. effective on the next regularly scheduled meeting date of March 19, 2024.

## BUDGET/FISCAL IMPACT:

No funding is required for this item.

## ATTACHMENTS:

Description	Type
❑ Resolution No. 2024-03: Amending City Council Meeting Times	Backup Material
❑ Resolution No. 2004-03	Backup Material



**RESOLUTION NO. 2024-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF NEW PORT RICHEY, FLORIDA, AMENDING THE  
MEETING TIME FOR REGULAR MEETINGS AND WORK  
SESSION MEETINGS OF THE CITY COUNCIL.**

WHEREAS, Section 3.01.00, Chapter 3 of the Land Development Code, Appendix A of the City Code of Ordinances sets forth language regarding the regular meetings of the City Council; and

WHEREAS, the City Council adopted Ordinance No. 1715 in February 2004 which provided for the establishment of meeting times by resolution;

WHEREAS, it is the desire of the City Council to amend the meeting time for all regular meetings and work sessions from 7:00 p.m. to 6:00 p.m.; and

WHEREAS, it is the desire of the City Council to provide flexibility in the scheduling of work sessions.

NOW, THEREFORE, BE IT RESOLVED by the City Council of New Port Richey, Florida, as follows:

1. That all regular meetings of the City Council shall be held on the first and third Tuesday of each month in the City Council Chambers and that such meetings will begin at 6:00 p.m.
2. That work session meetings of the City Council shall be held in the City Council Chambers in the City Hall on those dates designated or selected by the Mayor or City Manager. All work session meetings of the City Council shall begin at 6:00 p.m., or the Mayor or the City Manager may upon special notice to the City Council members convene work session meetings at an alternative time in order to accommodate the length or subject of the agenda, to accommodate participation by the residents of the community, or to accommodate the schedules of all required or desired participants.

DONE AND RESOLVED on the 5<sup>th</sup> day of March, 2024.

ATTEST:

---

Judy Meyers, CMC, City Clerk

---

Alfred C. Davis, Mayor

Approved as to form:

---

Timothy P. Driscoll, City Attorney



R

City of New Port Richey  
5919 Main St  
New Port Richey FL  
34652

**RESOLUTION NO. 2004 - 3**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF NEW PORT RICHEY, FLORIDA  
ESTABLISHING A CONSISTENT MEETING TIME  
FOR REGULAR MEETINGS AND WORK SESSION  
MEETINGS OF THE CITY COUNCIL**

**WHEREAS**, Section 3.01.00, Chapter 3 of the Land Development Code, Appendix A of the City Code of Ordinances sets forth language regarding the regular meetings of the City Council; and

**WHEREAS**, the City Council has recently amended Section 3.01.00 of the Land Development Code to provide for the establishment of meeting times by resolution; and

**WHEREAS**, the City Council wishes to establish a consistent meeting time for all of its regular meetings and work session meetings in order to facilitate participation by persons in the community.

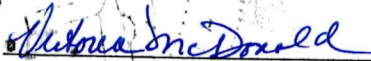
**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of New Port Richey, Florida as follows:

1. That all regular meetings of the City Council shall be held on the first and third Tuesday of each month in the City Council Chambers and that such meetings will begin at 7:00 p.m.
2. That work session meetings of the City Council shall be held in the City Council Chambers in the City Hall on those dates designated or selected by the Mayor or City Manager. All work session meetings of the City Council shall begin at 7:00 p.m. The Mayor or the City Manager may upon special notice to the City Council members convene work session meetings at an alternative time in order to accommodate the length of the agenda or to accommodate participation by the residents of the community.

PASSED AND ADOPTED this 17<sup>th</sup> day of February, 2004.

(SEAL)

ATTEST



Victoria McDonald, MMC  
City Clerk

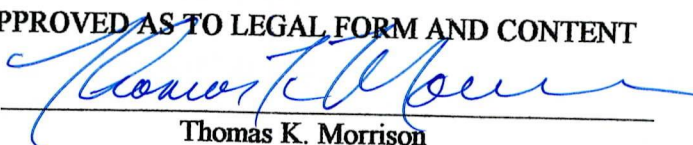
CITY OF NEW PORT RICHEY,  
FLORIDA



Frank Parker  
Mayor-Councilmember

APPROVED AS TO LEGAL FORM AND CONTENT

BY



Thomas K. Morrison  
City Attorney

CM040232



**R** City of  
New Port Richey

**AN ORDINANCE AMENDING THE CITY CODE REGARDING  
THE MEETING SCHEDULE FOR THE CITY COUNCIL;  
PROVIDING FOR SEVERABILITY;  
PROVIDING FOR AN EFFECTIVE DATE.**

The City Council of the City of New Port Richey, Florida, hereby ordains as follows:

**SECTION I. AMENDMENT.**

Recd: 757590 Rec: 10.50  
DS: 0.00 IT: 0.00  
02/19/04 Duty Clerk

Section 3.1.00, Chapter 3 of the Land Development Code, Appendix A of the City Code of Ordinances, is hereby amended to read as follows:

**3.01.0 Meetings**

JED PITTMAN PASCO COUNTY CLERK  
02/19/04 03:42pm 1 of 2  
OR BK 5733 PG 1850

(a) The City Council shall meet regularly on the first and third Tuesdays of each month; except, when any such meeting date falls on a legal holiday or federal, county or municipal election date, the regular meeting may be postponed, canceled or held at such time as the mayor or city manager may determine to be appropriate including on said legal holiday or federal, county or municipal election day. All other regular meetings shall be held at council chambers in the city hall at 7:30 p.m. All regular meetings and work session meetings of the City Council shall be held in the council chambers in City Hall and shall commence at a time to established by resolution of the City Council.

**SECTION II. SEVERABILITY.**

If any phase or portion of this Ordinance, or the particular application thereof, shall be held invalid or unconstitutional by any court, administrative agency or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phases and their application shall not be affected thereby.

**SECTION III. EFFECTIVE DATE.**

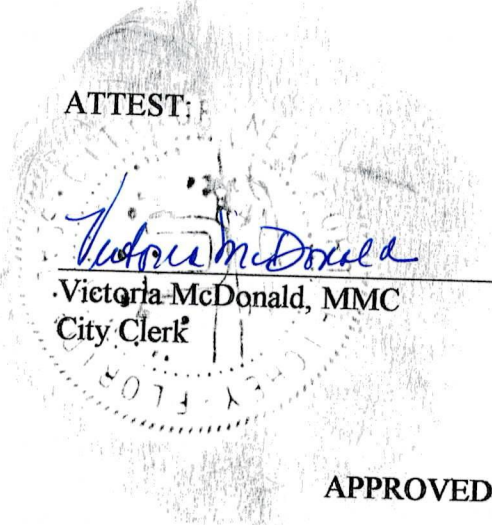
This ordinance shall become effective when enacted in accordance with Section 166.041, Florida Statutes.

The above and foregoing Ordinance was read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida, this 3rd day of February, 2004.

The above and foregoing Ordinance was read and approved on second reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida, this 17th day of February, 2004.

(SEAL)

ATTEST:

  
Victoria McDonald  
Victoria McDonald, MMC  
City Clerk

OR B\* 5733 PC 1851  
2 of 2

Frank Parker  
Frank Parker  
Mayor - Councilmember

APPROVED AS TO LEGAL FORM AND CONTENT

By Thomas K. Morrison  
Thomas K. Morrison  
City Attorney

CM040148 (ordinance/2004)





# NEW PORT RICHEY

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

**TO:** City of New Port Richey City Council

**FROM:** Gregory J. Oravec, Assistant City Manager/Economic Development Director

**DATE:** 3/5/2024

**RE:** Potential Acquisition of 5462 Grand Boulevard

## REQUEST:

This request is to authorize the City Manager to participate in an online auction for 5462 Grand Blvd., New Port Richey, FL 34652, approving a bid up to appraised value or \$575,000, whichever is less, to be funded by the Community Redevelopment Agency.

## DISCUSSION:

As set forth in the companion item to the CRA Board, the subject property (hereinafter referred to as the “Property”) is prominently located at 5462 Grand Boulevard, at the southeast corner of Grand Boulevard and Gulf Drive, directly across Gulf Drive from Historic Gulf High School (a/k/a Schwettman Education Center). According to the Property Appraiser’s records, the Property is described as Parcel ID 08-26-16-0240-00300-0010 and Parcel ID 08-26-16-0250-03504-0080; approximately 0.69 acres in the aggregate; occupied by a 3-story office building of approximately 13,310 SF; and currently valued at \$401,302 in the aggregate.

It is critical to highlight that the Property includes the two lots on the east side of George Street, contiguous to Historic Gulf High School’s remote parking lot.

Unfortunately, this key site on our City’s premier local north-south thoroughfare has had multiple unresolved code violations since 2019; and this ultimately led the City to seek relief through court action, which it won pursuant to a Uniform Final Judgment of Foreclosure dated January 18, 2024. The Judgment of Foreclosure has ordered a public sale, via online auction, on March 18, 2024.

As you may know, in such an auction, the effective opening bid will start with the amount owed to the City, which is currently estimated at \$241,000. Further, if no other party bids on the Property, the City could acquire title to the Property for that amount owed plus miscellaneous fees; and should it elect to bid, would only have to “come out of pocket” for that amount over \$241,000.

Given the Property’s prominence on Grand Boulevard and strategic location in relation to Historic Gulf High School and the remote parking lot, staff believes that the City and Agency are being presented with a special opportunity to assemble a catalytic redevelopment site which would not only squarely address the running code violations on the Property, but also enable the City, Agency, and our community to plan and then implement a transformational project for both sides of Gulf Drive, creating a destination for our City and helping to revitalize all of the Schwettman Oaks Neighborhood.

The Agency has ordered an appraisal of the Property to help guide the City’s participation, if authorized, in the online auction. It is anticipated to be complete by close of business, March 8. Consequently, staff has structured this request with a cap of \$575,000 or appraised value, whichever is less, and that cap represents the total maximum bid amount inclusive of any City credits, such as the aforementioned \$241,000 (e.g., \$575,000 = \$241,000 + \$334,000).

When considering valuation of the Property, its current state of vacancy and physical condition, and the difference that active property ownership and reinvestment can make, it is interesting to compare the building on the Property to the building at the northwest corner of Grand Boulevard and Gulf Drive, 5509 Grand Boulevard. Even though the buildings are very similar in size and architecture, the Property Appraiser values the building at 5509 at \$22/SF and the building at 5462 at \$13.17/SF.

As you may know, auctions and associated court actions can be fluid and dynamic, leading to other opportunities. For example, another desirable outcome might be a responsible property owner taking possession of the office building but conveying the vacant lots contiguous to the remote parking lot to the City and/or Agency.

If the Property is acquired, Agency staff would outline a proposed procurement process, to be considered at a future meeting of the Agency Board, by which a multidisciplinary planning firm would be selected to lead a community-oriented master planning process for the Property, Historic Gulf High School, and the surrounding Schwettman Oaks Neighborhood. Such a master planning process would include several opportunities for citizen engagement and would be expected to result in the Agency Board's adoption of a master plan for the sites and surrounding area, which would then be implemented through subsequent action.

**RECOMMENDATION:**

Staff recommends that the Board authorize the City Manager to participate in an online auction for 5462 Grand Blvd., New Port Richey, FL 34652, approving a bid up to appraised value or \$575,000, whichever is less, to be funded by the Community Redevelopment Agency.

**BUDGET/FISCAL IMPACT:**

This request could have a direct cost equal to the acquisition cost, not to exceed \$575,000. The adopted Agency Budget includes \$1 million for property assemblage.

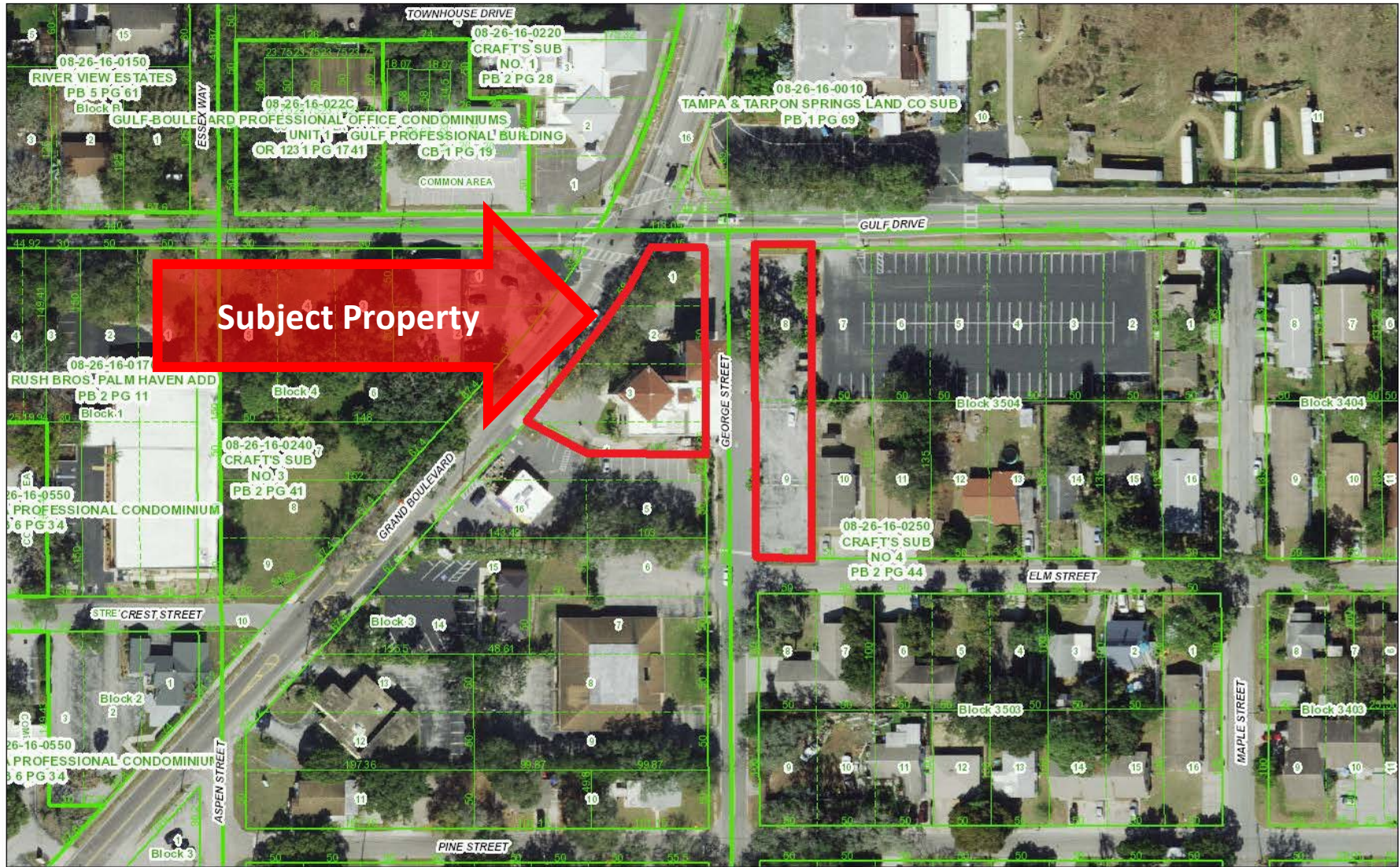
This request could also impose additional costs to the Agency and/or City, including: zero property taxes being collected for the duration of public ownership; master planning; property maintenance; abatement of code violations; design, permitting and completion of renovations; and marketing the Property for sale.

However, within the next five years, it is anticipated that the redevelopment of the Property would create incremental taxable value on the Property, lift values in the surrounding neighborhood, and create other public benefits, thereby producing a significant return on investment, which can be better quantified as part of the annual reporting process after master planning is complete.

**ATTACHMENTS:**

Description	Type
▣ Map of Subject Property	Backup Material
▣ Vicinity Map	Backup Material
▣ Property Record Card 1, 5462 Grand BLVD	Backup Material
▣ Property Record Card 2, Lots contiguous to remote parking	Backup Material
▣ Photographs of 5462 Grand BLVD	Backup Material
▣ Final Judgment of Foreclosure	Backup Material
▣ Neighborhood Map	Backup Material





### Legend

- Street (Labels)
- Parcel (Lines)
- Subdivision (Boundaries and Labels)
- Parcels (Clickable Info)
- Blocks (Boundaries and Labels)
- Lot (Labels)
- Lot (Lines)



**Mike Wells**  
Property Appraiser  
Proudly Serving Pasco County, Florida

1/23/2024, 3:53:20 PM



0 0.0075 0.015 0.03 mi

**Pasco County Property Appraiser**







Parcel ID

08-26-16-0240-00300-0010 (Card: 1 of 1)

Classification

01800-Off Multistory

Mailing Address

PASCO GRAND CORP  
2100 E BAY DR STE 200  
LARGO, FL 33771-2343

Just Value

Ag Land  
Land  
Building  
Extra Features

Property Value

\$371,388  
\$0  
\$168,339  
\$175,845  
\$27,204

Physical Address

5462 GRAND BOULEVARD, NEW PORT  
RICHEY, FL 34652

Assessed

Homestead Exemption  
Additional Exemptions

Non-School

\$371,388  
-\$0  
-\$0

School

\$371,388  
-\$0  
-\$0

Legal Description (First 200 characters)

See Plat for this Subdivision  
C E CRAFTS SUB NO 3 PB 2 PG 41 LOTS 1 2 & 3  
BLK 3 & FOLL DESC POR OF LOT 4 BLK 3 COM NW  
COR OF LOT 4 FOR POB TH ALG BDY BTWN LOTS 3  
& 4 EAST (ASSUMED) 157.70 FT TO WLY R/W LN  
GEORGE ST TH ALG SAID WLY[...]

Taxable Value

\$371,388

\$371,388

Jurisdiction

CITY OF New PORT RICHEY

Community Dev District

N/A

Land Detail (Card: 1 of 1 )

Line	Use	Description	Code	Zoning	Units	Type	Price	Condition	Value
1	1800C	Office Multi-Story	CMAJF-1	0000	11000.000	SF	\$12.00	1.00	\$132,000
2	1800C	Office Multi-Story	CMAJF-2	0000	6607.000	SF	\$5.50	1.00	\$36,339

Additional Land Information

Acres	Tax Area	FEMA Code	Subsidence Activity	Neighborhood Code(s)
0.4	60NP	X	None Reported	CMAJ

View Sketch Building Information - Use 1800-Offices (Multi Story) (Card: 1 of 1 )

Year Built	1984	Stories	3.0
Exterior Wall 1	Tile or Wood Frame Stucco	Exterior Wall 2	Concrete Block Stucco
Roof Structure	Gable or Hip	Roof Cover	Asphalt or Composition Shingle
Interior Wall 1	Drywall	Interior Wall 2	None
Flooring 1	Carpet	Flooring 2	Quarry or Hard Tile
Fuel	Electric	Heat	Forced Air - Ducted
A/C	Central	Baths	6.0

Line	Code	Description	Sq. Feet	Value
1	BAS01	LIVING AREA	4,850	\$63,860
2	FUS03	FINISHED UPPER STORY	3,460	\$45,558
3	FUS02	FINISHED UPPER STORY	5,000	\$65,835
4	CAN01	CANOPY	150	\$593

Extra Features (Card: 1 of 1 )

Line	Code	Description	Year	Units	Value
1	CPAVASP	PAVING ASPHALT	1984	7,065	\$2,067
2	CSPRNKFP	SPRINK FIRE PROTECT	1984	13,310	\$11,979
3	CELEVATR	ELEVATOR(USE SCHED)	1984	1	\$10,350
4	CLIGHTSM	LIGHT SINGLE METAL	1984	4	\$2,808

Sales History

Previous Owner: GARDEN VALLEY EXECUTIVE SERV INC

Month/Year	Book/Page	Type	DOR Code	Condition	Amount
10/2016	9445 / 2920	Trustee's Deed	11	I	\$0
5/2012	8915 / 2670	Warranty Deed	05	I	\$0
7/1999	4189 / 1362	Warranty Deed		I	\$0
9/1998	4023 / 1408	Warranty Deed		I	\$0
9/1986	1540 / 0871	Certificate of Title		I	\$0
7/1984	1351 / 1400	Warranty Deed		I	\$0
2/1983	1238 / 0422			V	\$131,300

Parcel ID			08-26-16-0250-03504-0080 (Card: 001 of 1)						
Classification			01000-Vacant Comm						
Mailing Address				Property Value					
PASCO GRAND CORP				Just Value		\$29,914			
2100 E BAY DR STE 200				Ag Land		\$0			
LARGO, FL 33771-2343				Land		\$26,550			
Physical Address				Building		\$0			
No Physical Address				Extra Features		\$3,364			
Legal Description (First 200 characters)									
See Plat for this Subdivision									
CRAFTS SUB UNIT 4 PB 2 PG 44 LOTS 8 & 9 BLOCK				Assessed		Non-School		School	
4 TRACT 35 OR 8915 PG 2670 OR 9445 PG 2920				Homestead Exemption		-\$0		-\$0	
Jurisdiction				Additional Exemptions		-\$0		-\$0	
CITY OF New PORT RICHEY									
Community Dev District				Taxable Value		\$29,914		\$29,914	
N/A									
Land Detail (Card: 1 of 1 )									
Line	Use	Description	Code	Zoning	Units	Type	Price	Condition	Value
1	1000V	Vacant Commercial	MGLFA-1	OMF1	11000.000	SF	\$3.75	0.60	\$24,750
2	1000V	Vacant Commercial	MGLFA-2	OMF1	1500.000	SF	\$2.00	0.60	\$1,800
Additional Land Information									
Acres	Tax Area	FEMA Code	Subsidence Activity			Neighborhood Code(s)			
0.29	60NP	X	None Reported			MGLF			
Building Information - Use (Card: 1 of 1 )									
Unimproved Parcel									
Extra Features (Card: 1 of 1 )									
Line	Code	Description	Year	Units		Value			
1	RPAVASP	PAVING ASPHALT	1989	11,500		\$3,364			
Sales History									
Previous Owner: GARDEN VALLEY EXECUTIVE SERV INC									
Month/Year		Book/Page	Type		DOR Code		Condition	Amount	
10/2016		9445 / 2920	Trustee's Deed		11		V	\$0	
5/2012		8915 / 2670	Warranty Deed		05		V	\$0	
7/1999		4189 / 1362	Warranty Deed				V	\$0	
9/1998		4023 / 1408	Warranty Deed				V	\$0	
9/1986		1540 / 0871	Certificate of Title				V	\$0	
2/1983		1257 / 0380					V	\$0	
2/1983		1241 / 0306					V	\$60,000	

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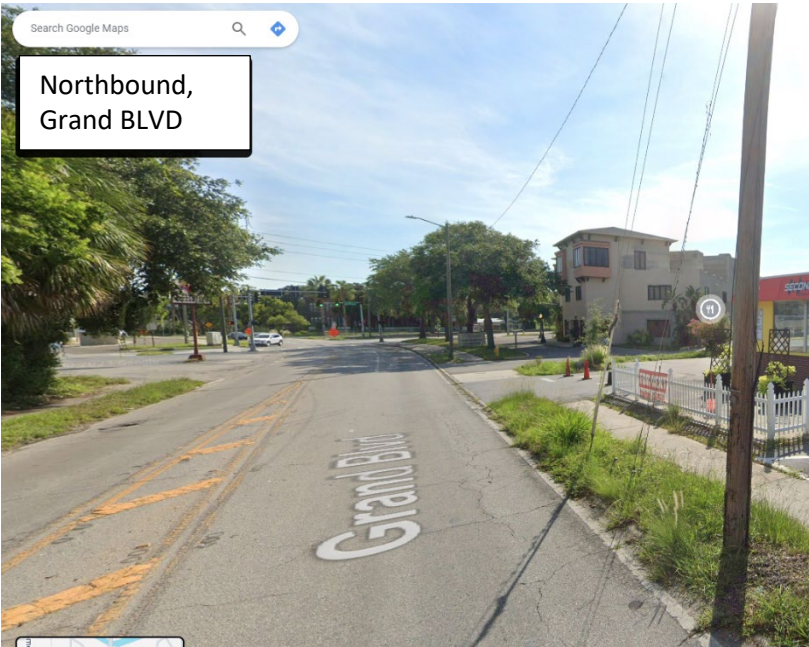




Southbound,  
Grand BLVD



Northbound,  
Grand BLVD



From Gulf Drive



IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT  
IN AND FOR PASCO COUNTY, FLORIDA  
CIVIL DIVISION

CITY OF NEW PORT RICHEY,  
FLORIDA, a Florida municipal corporation,

Plaintiff,

v.

CASE NO.: 20-CA-2768-CAAXWS

PASCO GRAND CORP., a Florida  
Corporation,  
Defendants.

**UNIFORM FINAL JUDGMENT OF FORECLOSURE**

(Lien Foreclosure – Non-Homestead)

**THIS MATTER** was considered by the Court on the Motion for Default Final Judgment of Foreclosure of Plaintiff, CITY OF NEW PORT RICHEY, FLORIDA, heard on January 18, 2024, following the Clerk of Court default of all parties on September 11, 2021. After consideration of all affidavits presented, this Court rules as follows:

**IT IS ADJUDGED** that:

1. Plaintiff is not required to submit a Certificate of Compliance with Foreclosure Procedures in compliance with Administrative Order 2010-016 PA/PI-CIR or any subsequent Administrative Order, because this is not a mortgage foreclosure action.
2. **VALUE OF CLAIM:** At the initiation of this action, in accordance with section 28.241(1)(a)2.b., Florida Statutes (effective for actions filed on and after June 1, 2009), Plaintiff estimated the amount in controversy of the claim to be \$70,650.00. In accordance with section 28.241(1)(a)2.c., Florida Statutes, the Court identifies the actual value of the claim to be \$220,050.00, as set forth below. For any difference between the estimated amount in controversy and the actual value of the claim that requires the filing fee to be adjusted, the Clerk shall adjust the filing fee. In determining whether the filing fee needs to be adjusted, the following graduated filing fee scale in section 28.241(1)(a)2.d., Florida Statutes, controls:

\$400	Value of claim less than or equal to \$50,000 with 5 defendants or less
\$905	Value of claim greater than \$50,000 but less than \$250,000 with 5 defendants or less
\$1,905	Value of claim \$250,000 or greater with 5 defendants or less

If an excess filing fee was paid, the Clerk shall provide a refund of the excess fee. If an additional filing fee is owed, the Plaintiff shall pay the additional fee at least 24 hours prior to the

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judicial sale. If any additional filing fee owed is not paid prior to the judicial sale, the Clerk shall cancel the judicial sale without further order of the Court.

3. The following amounts are due and owed to the Plaintiff:

Principal due:	\$ 239,700.00
Interest on the lien	\$
Per diem interest at % from to	\$
Late charges	\$
Escrow advances	\$
Title search expenses	\$ 150.00
Taxes for the year(s) of NA	\$
Insurance premiums	\$
Court costs:	\$
Filing fee	\$ 919.00
Service of process \$ 45.00 per defendant	\$ 45.00
Publication for	\$
SUBTOTAL	\$
Additional costs	\$ 10.35
SUBTOTAL	\$ 240,824.35
Attorney's fees based upon hours at \$350.00 per hour	\$
Less: Undisbursed escrow funds	\$
Less: Unearned insurance premiums	\$
Less: Miscellaneous deductions or credits	\$
TOTAL SUM	\$ 240,824.35

4. The total sum in paragraph 3 will bear interest at the prevailing statutory interest rate of 7.69% percent per year from this date through December 31 of this current year. Thereafter, on January 1 of each succeeding year until the judgment is paid, the interest rate will adjust in accordance with section 55.03, Florida Statutes.

5. Plaintiff, whose address is 5919 Main Street, New Port Richey, Florida 34652, holds a lien for the total sum specified in paragraph 3 herein. The lien of the Plaintiff is superior in dignity to all rights, titles, interests, or claims of the Defendant(s) and all persons, corporations, or other entities claiming by, through, or under the Defendant(s), or any of them and the property will be sold free and clear of all claims of the Defendant(s), with the exception of any assessments that are superior pursuant to sections 718.116 and 720.3085, Florida Statutes, or (describe other surviving lien).



The Plaintiff lien encumbers the subject property located in Pasco County, Florida, and described as:

Lots 1, 2, 3, and the following described portion of Lot 4, Block 3, C.E. CRAFTS SUBDIVISION NO. 3, as shown on the plat recorded in Plat Book 2, Page 41, Public Records of Pasco County, Florida; Commence at the Northwest corner of the said Lot 4 for a Point of Beginning; thence run along the boundary line between Lots 3 and 4 on an assumed bearing of due East, a distance of 157.70 feet to the Westerly right of way line of said George Street; thence along the Westerly right of way line of George Street; run South 00 degrees 13' 48" East, a distance of 26.00 feet; thence run North 89 degrees 52' 48" West, a distance of 104.00 feet; thence North 64 degrees 23' 48" West, a distance of 59.66 feet to the Point of Beginning.

Also, Lots 8 and 9, Block 4, C.E. CRAFTS SUBDIVISION UNIT 4 (Tract 35) - Section 8 - Township 26 South - Range 16 East, Pasco County, Florida as recorded in Plat Book 2, Page 44, of the Public Records of Pasco County, Florida.

Property Address: 5462 Grand Boulevard, New Port Richey, FL 34652.

6. If the total sum with interest at the rate described in paragraph 4 and all costs accrued subsequent to this judgment are not paid, the Clerk of Circuit Court shall sell the subject property at public sale on March 18, 2024 (date) to the highest bidder for cash, except as prescribed in Paragraph 7, in the following location (mark applicable location):

☐ In an online sale at www.pinellas.realforeclose.com, beginning at 10 a.m. on the prescribed date.

☒ In an online sale at www.pasco.realforeclose.com, beginning at 11 a.m. on the prescribed date (mark this box for all sales in Pasco County).

after having first given notice as required by section 45.031, Florida Statutes. Plaintiff must arrange for publication of notice of sale in accordance with chapters 45 and 702, Florida Statutes. The Plaintiff must file the original Notice of Sale and Affidavit of Proof of Publication with the Clerk no later than 24 hours prior to the sale.

Plaintiff or Plaintiff's attorney may also cancel or reschedule the sale by filing a motion with the Court in accordance with Florida Rules of Civil Procedure, Form 1.996(b) and may seek to reschedule the sale to a later date.

7. Plaintiff shall advance all subsequent required costs of this action. Except for publishing costs supported by an affidavit, reimbursement or credit for such costs shall be by court order based upon a written motion and adjudication at a hearing with notice. If a third party bidder is

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the purchaser, the third party bidder must pay the documentary stamps attached to the certificate of title in addition to the bid.

8. If the Plaintiff incurs additional expenses subsequent to the entry of this final judgment but prior to the sale date specified in paragraph 6, Plaintiff may, by written motion served on all parties and adjudication at a hearing with notice, seek to amend this final judgment to include said additional expenses.

9. On the filing of the Certificate of Title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of the Plaintiff's costs; second, documentary stamps affixed to the Certificate, unless the property is purchased by a third party bidder; third, Plaintiff's attorneys' fees; fourth, the total sum due to the Plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 4 from this date to the date of the sale; and by retaining any remaining amount pending further Order of this Court.

10. On filing of the Certificate of Sale, Defendant(s) and all persons claiming under or against Defendant(s) since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property except as provided in the Protecting Tenants at Foreclosure Act of 2009 Pub. L. No. 111-22, 123 Stat. 1660, or as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any. On filing of the Certificate of Sale, Defendant's right of redemption as provided by section 45.0315, Florida Statutes shall be terminated.

11. The Court finds, based upon the affidavits presented and upon inquiry of counsel for the Plaintiff, that \_\_\_\_\_ hours were reasonably expended by Plaintiff's counsel and that and hourly rate of \$\_\_\_\_\_ is appropriate. PLAINTIFF'S COUNSEL CERTIFIES THAT THE ATTORNEY FEE AWARDED DOES NOT EXCEED ITS CONTRACT FEE WITH PLAINTIFF. The Court finds that there are no reduction or enhancement factors for consideration by the Court pursuant to *Florida Patient's Compensation v. Rowe*, 427 So. 2d 1145 (Fla. 1985).

OR

The Court finds, based upon the affidavits presented and upon inquiry of counsel for the Plaintiff, that the flat fee of \$\_\_\_\_\_ is reasonable and appropriate for the Plaintiff's counsel's attorney's fees. The Court finds that there are no reasons for either reduction or enhancement pursuant to *Florida Patient's Compensation Funds v. Rowe*, 472 So. 2d 1145 (Fla. 1985), and the Court therefore has awarded reasonable attorney's fees in the amount indicated in paragraph 3 of this Judgment.

12. IMPORTANT INFORMATION PROVIDED pursuant to section 45.031, Florida Statutes:

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT.

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IF YOU ARE A SUBORDINATE LIEN HOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

If the property has qualified for the homestead tax exemption in the most recent approved tax roll, also include the following two paragraphs:

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH EITHER THE PINELLAS CLERK OF CIRCUIT COURT AT 315 COURT STREET, CLEARWATER, FL 33756, (727) 464-7000, OR THE PASCO CLERK OF CIRCUIT COURT AT 38053 LIVE OAK AVENUE, DADE CITY, FL 33523, (352) 521-4517 OR 7530 LITTLE ROAD, NEW PORT RICHEY, FL 34654, (727) 847-8176 WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION.

IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT A LEGAL SERVICES OFFICE, SUCH AS: GULFCOAST LEGAL SERVICES, INC., 314 S. MISSOURI AVE., SUITE 109, CLEARWATER, FL 33756, (727) 443-0657 / COMMUNITY LAW PROGRAM, 501 FIRST AVE N., ROOM 511, ST. PETERSBURG, FL 33701, (727) 582-7480 / BAY AREA LEGAL SERVICE, INC., 2600 MARTIN LUTHER KING, JR. ST N., SUITE 401, ST. PETERSBURG, FL 33704, (727) 490-4040 / BAY AREA LEGAL SERVICE, INC., 37718 MERIDIAN AVENUE, DADE CITY, FL 33532 (352) 567-9044 / BAY AREA LEGAL SERVICE, INC., 8406 MASSACHUSETTS AVE, STE B-2, NEW PORT RICHEY, FL 34653, (727) 847-5494 TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST ANOTHER OPTION. IF YOU CHOOSE TO CONTACT ONE OF THESE SERVICES FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

13. The Plaintiff may assign the judgment and credit bid by the filing of an assignment without further Order of the Court.

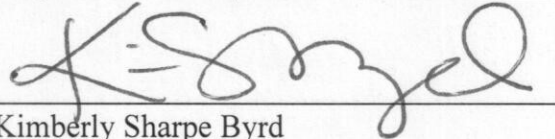
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14. The Court retains jurisdiction of this action to enter further Orders that are proper, including without limitation, Orders authorizing writs of possession and an award of attorney's fees, and to enter a deficiency judgment if the Defendant has not been discharged in bankruptcy.

*(ANY ADDITIONAL PROVISIONS OR MODIFICATIONS TO THIS FINAL JUDGMENT SHOULD BE SET FORTH IN BOLD TYPE AND CONSECUTIVELY NUMBERED PARAGRAPHS).*

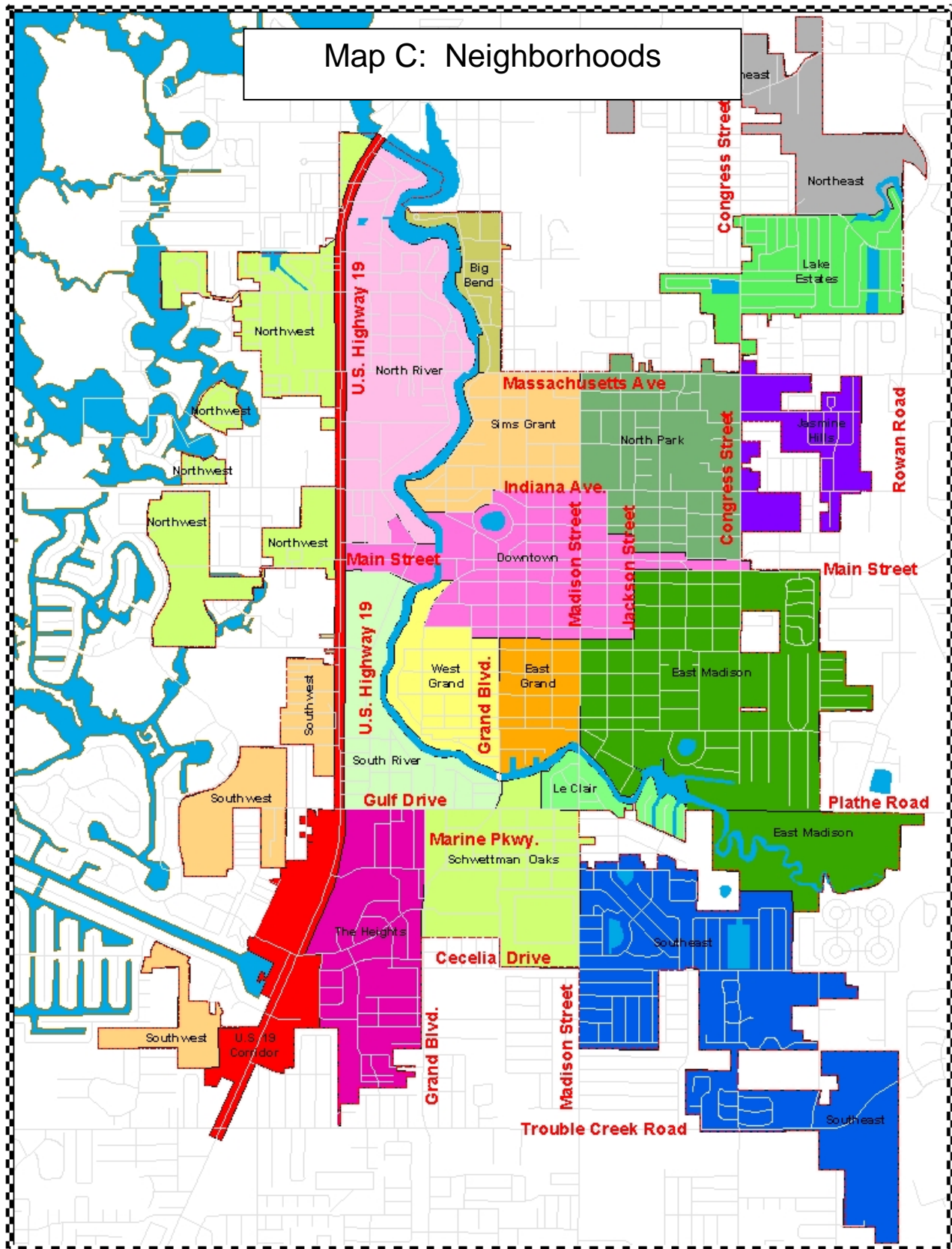
**DONE AND ORDERED** in New Port Richey, Pasco County, Florida, on this 18<sup>th</sup> day of January, 2024.

  
\_\_\_\_\_  
Kimberly Sharpe Byrd  
CIRCUIT JUDGE

Copies furnished to:  
Timothy P. Driscoll, Esq.  
Defendant:

Pasco Grand Corp. *Driscoll to serve*  
5462 Grand Boulevard  
New Port Richey, Florida 34652

Pasco Grand Corp. *Driscoll to serve*  
C/O R.A. Ferreira  
2100 East Bay Drive, Largo, FL 33771







# 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:** 3/5/2024  
**RE:** City Manager Performance Evaluation

## REQUEST:

The request is for City Council to conduct the annual evaluation of my performance as City Manager.

## DISCUSSION:

As you are aware, under the terms of my employment agreement with the City, your annual review of my performance normally occurs during the month of March. The purpose of the evaluation process by the City Council twofold. First it is to maintain a strong Council/Manager team by ensuring open and productive communication on an annual basis in a formal way, and on an ongoing basis more informally. During the formal annual review process there is an opportunity to identify areas of satisfaction and items needing change or improvement as identified by the Council. Secondly, the review process is an opportunity to increase salary and or compensation if you collectively determine it to be appropriate. If any increase is approved it shall be effective as of the date of my yearly anniversary date, which is June 2nd.

My current employment agreement with the City lapses on June 2, 2024 therefore I believe that it is timely to propose some changes to the terms of the agreement. Specifically, I am proposing that the City Council consider the addition of the following conditions in respect to my ten years of service to the city. They are as follows:

- The term of contract shall be for five years and shall be up for renewal on June 2, 2029.
- The city shall provide an annual salary adjustment as a cost-of-living rate adjustment on an annual basis which shall be the percentage increase in the CPI and shall be determined based on comparing the CPI for the March immediately preceding the proposed rate adjustment. The rate adjustment if any, shall take effect on June 2, 2025, and each year thereafter.

For your convenience, I have attached a copy of my 2019 contract renewal for reference.

## RECOMMENDATION:

The City Manager recommends that City Council conduct the performance evaluation and to approve the term of the contract and cost-of-living adjustment as requested.

## BUDGET/FISCAL IMPACT:

No funding is required for this item at this time.

## ATTACHMENTS:

Description	Type
☐ City Manager Performance Evaluation	Backup Material





# City of New Port Richey Performance Appraisal for City Manager

5919 Main Street  
New Port Richey, FL 34652  
(727) 853-1021



## Employee Information

Name: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Date of Appraisal: \_\_\_\_\_  
Type of Appraisal: ☐ Annual ☐ Probationary ☐ Special ☐ Other

## Performance Factors

### I. Administration

- a. Execution of programs, plans, issues and policies
- b. Development and management of budget finances
- c. Delegation/assignment of responsibilities
- d. Attendance at meetings
- e. Supervision of employees
- f. Monitoring of department operations
- g. Reporting

Outstanding	Superior	Good	Needs Improvement	Unsatisfactory
<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### II. Leadership

- a. Development and facilitation of others
- b. Responds well to unexpected situations
- c. Serves as an effective sample
- d. Inspires others to put forward their best efforts
- e. Maintains high standards
- f. Is able to gain understanding, support and mobilize action
- g. Projects a strong sense of self confidence
- h. Recognition of future needs, problems and opportunities
- i. Conducts effective meetings

- j. Creates and promotes a collaborative team atmosphere
- k. Consistently operates from a position of high moral, ethical and professional conduct

Outstanding	Superior	Good	Needs Improvement	Unsatisfactory
<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1

Comments:

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### III. Initiative/Commitment

- a. Dedication
- b. Service above and beyond call
- c. Time commitment
- d. Conscientiousness
- e. Sincere interest/devotion to job
- f. Inventiveness and imagination
- g. Willingness to pursue challenges
- h. Motivation

Outstanding	Superior	Good	Needs Improvement	Unsatisfactory
<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1

Comments:

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### IV. Problem Solving/Judgment

- a. Application of common sense, logic and decision-making principles
- b. Ability to anticipate problems before they occur
- c. Assembly of data
- d. Ability to define problems and identify alternatives
- e. Implements appropriate and prudent responses to problems
- f. Makes decisions based on a mixture of analysis, wisdom, experience and judgment
- g. Application of abstract concepts
- h. Creativity
- i. Accepts responsibility to make decisions on his/her own

Outstanding	Superior	Good	Needs Improvement	Unsatisfactory
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☐ 5☐ 4☐ 3☐ 2☐ 1

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Comments:

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## **V. Planning/Organization**

- a. Meets deadlines
- b. Development of strategies for implementation
- c. Looks ahead
- d. Establishes goals for productivity
- e. Utilization of resources
- f. Attention given to detail and the process

Outstanding	Superior	Good	Needs Improvement	Unsatisfactory
<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1

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Comments:

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## **VI. Responsiveness/Accountability**

- a. Identification with goals and procedures of organization
- b. Implementation of directives
- c. Establishment of an appropriate sense of urgency
- d. Persistence in meeting challenges
- e. Obtains responsiveness from subordinates
- f. Backs up team by standing by them on challenging issues

Outstanding	Superior	Good	Needs Improvement	Unsatisfactory
<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1

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Comments:

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## VII. Professional Presentation

- a. Conducts self in businesslike manner
- b. Appropriateness of dress
- c. Presentation of proper image
- d. Conveyance of friendliness, approachability
- e. Maintenance of positive demeanor

Outstanding	Superior	Good	Needs Improvement	Unsatisfactory
<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1

Comments:

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## VIII. Public Relations

- a. Ability to interact in positive fashion with public
- b. Community relations
- c. Involvement in civic affairs
- d. Attentiveness to needs/desires of public
- e. Visibility in community

Outstanding	Superior	Good	Needs Improvement	Unsatisfactory
<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1

Comments:

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## IX. Productivity

- a. Volume/quantity of work
- b. Attainment of goals
- c. Completion of assignments and projects
- d. Development of productive staff

Outstanding	Superior	Good	Needs Improvement	Unsatisfactory
<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1

Comments:

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### **X. Interpersonal Skills**

- a. Relationships with subordinates
- b. Gains understanding, respect of others
- c. Demonstration of consideration for others
- d. Interaction with others results in positive relationships
- e. Gives credit where credit is due
- f. Rewards efforts and achievements of staff

Outstanding	Superior	Good	Needs Improvement	Unsatisfactory
<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1

Comments:

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### **XI. Professional Development**

- a. Pursuance of self improvement
- b. Sets high standards for self
- c. Attends seminars and conferences
- d. Participation in professional associations
- e. Review of literature and journals
- f. Maintains contact with others in the field

Outstanding	Superior	Good	Needs Improvement	Unsatisfactory
<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1

Comments:

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### **XII. Communication**

- a. Preparation of thorough, accurate, clear reports



- b. Proper and timely Council agenda reports
- c. Effectiveness in presentations before groups and one-on-one
- d. Practices honest and open communication
- e. Ability to listen actively/understand
- f. Proficient in multiple communication techniques i.e. persuasion, negotiation & counseling
- g. Conveys proper level of information

Outstanding	Superior	Good	Needs Improvement	Unsatisfactory
<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1

Comments:

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Total Point Rating: \_\_\_\_\_ / 60

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## **CITY MANAGER EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** is made and entered into on the 19th day of March, 2019 ("Effective Date"), by and between the City of New Port Richey, Florida, a Florida municipal corporation, ("City") and Debbie L. Manns, an individual, ("Employee") pursuant to the following terms and conditions:

### **WITNESSETH:**

**WHEREAS**, City desires to continue to employ the services of Employee as City Manager as provided by Article III of the New Port Richey City Charter ("City Charter"); and

**WHEREAS**, City desires to provide certain benefits and to establish certain conditions of Employee's employment; and

**WHEREAS**, Employee desires to continue employment as City Manager.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

### **SECTION 1: DUTIES**

A. City hereby continues its appointment of Employee as its City Manager to exercise the executive responsibilities and duties as prescribed by the City Charter and City Code, and to perform all other legally permissible and proper duties and functions as the City Council may from time to time assign. Employee agrees to continue to accept the appointment as City Manager and agrees to exercise her best efforts in performing said duties.

B. Employee shall reside within the city limits at all times during the term(s) of this Agreement.

### **SECTION 2: TERM OF AGREEMENT**

A. Employee's appointment as City Manager shall continue until June 2, 2024 at 12:00am ("Current Term") subject to Sections 3, 4, 5, and 6 of this Agreement.

B. In the event sixty (60) days' written notice of termination is not given by either party to this Agreement to the other prior to the expiration of the Current Term, this Agreement shall be automatically extended on the same terms and conditions as herein provided for an additional period of one (1) year (each additional one year period shall be referred to as a "Renewal Term"). This Agreement shall continue thereafter for periods of one (1) year unless either party hereto gives written notice of termination at least sixty (60) days' prior to the expiration of the

applicable Renewal Term. Upon mutual written agreement of both parties, the length of the Renewal Term(s) may be modified.

### **SECTION 3: TERMINATION AND SEVERANCE PAY**

- A. Pursuant to Section 3.01 of the City Charter, Employee serves at the pleasure and discretion of the City Council. This Agreement may be terminated at any time without cause by City. Employee recognizes and acknowledges that she is an employee at will, she has no property right in the position of City Manager, and that this Agreement provides any and all remedies available to Employee in the event it is terminated.
- B. In the event the City terminates Employee prior to the expiration of the Current Term and during such time as Employee is willing and able to perform the duties of City Manager, Employee shall be entitled to receive her then current salary and benefits ("Severance Pay") for sixteen (16) weeks immediately after her termination. However, if Employee is terminated for misconduct as defined in Section 443.036(29), Florida Statutes, as may be amended from time to time, Employee shall not receive any Severance Pay. For purposes of this Section, salary means the actual or constructive compensation for employment services yet to be rendered but does not include earned and accrued annual, sick, compensatory, or administrative leave. Benefits includes all benefits described in Section 10(A) below but shall not include contributions to the 401a plan referenced in Section 10(B) below.
- C. In the event City elects not to renew this Agreement at the end of the Current Term, or any Renewal Term thereafter, Employee shall be entitled to Severance Pay for sixteen (16) weeks following the expiration of the applicable Initial Term or Renewal Term, except and unless this Agreement is not renewed for Employee's misconduct as defined in Section 443.036(29), Florida Statutes, as may be amended from time to time.
- D. If Employee is terminated by City, and Employee is entitled to Severance Pay under this Section, Employee shall execute a general and full release, releasing the City, its officials, officers, employees, attorneys and agents from any and all obligations, claims, or liabilities arising out of Employee's employment with City, including but not limited to claims for wrongful termination, discrimination of any kind and defamation. If Employee refuses to execute said release, City may seek specific performance of this Agreement and injunctive relief requiring Employee to sign said release, amongst its available remedies. Said release shall not release City from its obligations to indemnify Employee under Section 13.
- E. Should the City Charter be amended to provide for an elected executive rather than the presently appointed City Manager, then Employee may, at her option, by written notice to the City Council within fifteen (15) days of the effective date of such City Charter amendment, notify the City Council that she has elected to consider her employment to have been terminated as of the date the elected executive takes office. Employee shall be entitled to

Severance Pay for sixteen (16) weeks immediately following the date the elected executive takes office.

F. This Agreement and therefore, Employee's appointment, shall terminate immediately upon the conviction of Employee of a felony or crime involving moral turpitude or dishonesty; upon a finding that Employee committed an ethical violation by a court, administrative proceeding, the State of Florida Ethics Commission, or other body or court of competent jurisdiction; or upon other actions constituting gross misfeasance, malfeasance, gross incompetence, or illegal act involving personal gain in conjunction with Employee's position as City manager. In the event this Agreement terminates as a result of this provision, Employee shall not be entitled to any Severance Pay as provided in this Section.

#### **SECTION 4: RESIGNATION**

In the event Employee voluntarily resigns her position with the City, Employee shall give City sixty (60) days' prior written notice, and Employee shall not be entitled to any Severance Pay.

#### **SECTION 5: DISABILITY**

If Employee is unable to perform her duties for any reason excluding death, including, but not limited to, sickness, accident, injury, or mental incapacity for a period of four (4) successive weeks beyond any accrued leave, City may terminate this Agreement. In the event this Agreement is terminated pursuant to this Section, City shall pay Employee all accrued compensation and benefits due Employee under this Agreement within ten (10) working days of such termination, and Employee shall not be entitled to any Severance Pay. City shall have no other liability to Employee, her estate, heirs, or beneficiaries.

#### **SECTION 6: DEATH**

This Agreement shall be terminated by the death of Employee, as of the date of death. In the event of Employee's death, City shall pay a designated beneficiary of Employee or her estate all accrued compensation and benefits due Employee under this Agreement within ten (10) working days of Employee's death, and Employee's beneficiaries or estate shall not be entitled to Severance Pay. The City shall have no other liability to Employee, her estate, heirs, or beneficiaries.

#### **SECTION 7: SALARY**

A. City agrees to pay Employee for her services as City Manager an annual salary of One Hundred Twenty One Thousand Eight and 00/100 U.S. Dollars (\$122,970.00), which shall be paid on a pro-rata basis, payable on a bi-weekly pay schedule, as is applicable to all other City employees. Employee shall be entitled to an increase in compensation as determined by the City Council upon each yearly anniversary date of this Agreement as a result of a performance

evaluation administered by the City Council. Such evaluation shall be in accordance with criteria established between City and Employee, and such criteria shall be based upon the description of the City Manager's responsibilities in the City Charter, City Code, and directives and guidelines established by the City Council. The City Council shall review Employee's performance evaluation and determine Employee's increase, if any, no later than April 1 of each year during the Current Term and any Renewal Term. Any approved increase shall be effective as of Employee's yearly anniversary date, on the following June 2<sup>nd</sup>.

B. In addition to the base salary set forth in Section 7(A) above, Employee shall be paid a monthly automobile allowance of Five Hundred U.S. Dollars and 00/100 (\$500.00) per month. Such automobile allowance amount may be increased by the City Council and any such increase shall be evidenced by mutual written consent and appended to this Agreement.

#### **SECTION 8: CELL PHONE REIMBURSEMENT**

The City agrees to provide Employee with a cellular telephone to aid in performance of her duties as City Manager.

#### **SECTION 9: VACATION, SICK, AND PERSONAL LEAVE**

A. Employee shall be entitled to sick leave, personal leave and floating holidays at the same rate and accrual established by City's policies and schedule governing all other employees. Employee began employment with an automatic accrual of eighteen (18) vacation days. Each year thereafter upon her anniversary date eighteen (18) vacation days has and will be awarded. Upon termination of this Agreement, however terminated, Employee shall be paid 100% of all unused vacation leave and floating holidays, up to a total of forty-five (45) days.

#### **SECTION 10: BENEFITS**

A. Employee shall be entitled to any benefits, including health and life insurance coverage, afforded to other employees of City. Said coverage shall commence with the execution of this Agreement and as allowed under City's agreement with its insurance providers.

B. Employee may enroll in the retirement plan of her choosing, including but not limited to 401(k), annuity, or the Florida Retirement System. Upon such enrollment, City shall contribute an amount equal to the employer's contribution for Senior Management Class under the Florida Retirement System toward Employee's retirement. Nothing contained herein and no selection of any particular retirement plan shall be construed as an obligation or agreement of City to contribute more than an amount equal to the employer's contribution for Senior Management Class under the Florida Retirement System.

#### **SECTION 11: PROFESSIONAL DEVELOPMENT**

A. City agrees to budget and pay for the reasonable professional dues and subscriptions necessary for Employee's continuation in national, state and local professional organizations necessary and desirable for her continued professional participation and growth and for the good of the City including, but not limited to, the Rotary Club of New Port Richey.

B. City hereby agrees to budget and to pay the program cost, travel and subsistence expenses of Employee for reasonable professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to pursue necessary official functions of City including, but not limited to, attendance at annual and other short courses and seminars, such as the ICMA Annual Conference and the Florida City Managers Association's Annual Conference.

## **SECTION 12: HOURS OF WORK**

It is recognized that Employee will often be required to devote considerably more hours to her position than other employees, and that Employee will devote a great deal of time outside the normal hours of business toward the business affairs of City. Working hours will be flexible to accommodate the requirements and practices of the City Manager position, but generally Employee shall work during normal City business hours, excluding City recognized holidays, vacation leave or other leave in accordance with this Agreement or the applicable City policy. The concept of "overtime" is not applicable to the position of City Manager. No compensation shall be paid for overtime and compensatory time off will not be a matter of right based upon particular evening requirements or demanding projects. However, occasional time away from the office will be recognized as consistent with the nature of the professional position.

## **SECTION 13: INDEMNIFICATION AND INSURANCE**

A. In addition to that required under state and local law, City shall defend, save harmless, and indemnify Employee against any tort action arising out of an alleged act or omission of Employee in the performance of Employee's duties as City Manager, only to the extent such act or omission was not performed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

B. City will procure and maintain professional liability and errors and omissions insurance coverage on Employee, covering acts or omissions occurring in the performance of Employee's duties as City Manager. Such coverage may not cover acts or omissions performed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Said insurance policies shall carry limits of liability as City may set and determine from time to time.

## **SECTION 14: BONDING**



City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

#### SECTION 15: GENERAL PROVISIONS

A. The text herein shall constitute the entire agreement between the parties. This Agreement may only be amended in writing signed by both parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators and executors of Employee.

C. If any provision or any portion thereof contained in this Agreement is held unconstitutional, illegal, invalid, or unenforceable, by a court of competent jurisdiction, such part shall be considered separate and severable from the rest of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

D. Notice required or given pursuant to this Agreement shall be given by certified mail through United States Postal Service delivery, return receipt request addressed as follows:

CITY: Mayor and City Council  
City of New Port Richey  
5919 Main Street  
New Port Richey, FL 34652

EMPLOYEE: Debbie L. Manns  
City Manager

\_\_\_\_\_  
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Either party may change the address stated herein for purposes of notice by giving written notice to the other party in accordance with the requirements of this section.

E. The City Council, in consultation with Employee shall set any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, the City Code, or any other applicable law.

G. All provisions of the City Charter, and regulations and rules of the City relating to vacation and other leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of the Employee, except as herein provided.

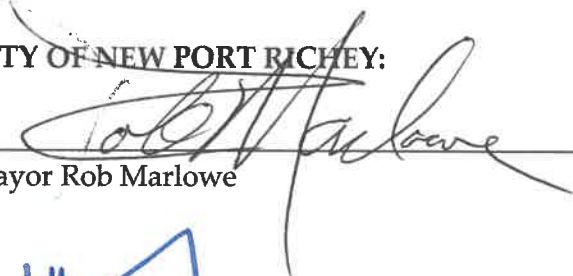
H. The waiver by either party of a breach of any provision of this Agreement by the other shall only be valid if set forth in writing signed by the waiving party and shall not operate or be construed as a waiver of any subsequent breach by that party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date.

**ATTEST:**

  
Judy Meyers, City Clerk

**CITY OF NEW PORT RICHEY:**

  
Mayor Rob Marlowe

**EMPLOYEE:**

  
Debbie L. Manns

*Approved as to form:*

  
Timothy P. Driscoll, City Attorney

