



CITY COUNCIL REGULAR MEETING
CITY OF NEW PORT RICHEY
NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA
June 4, 2024
6:00 PM

Please note the meeting times for regular city council meetings has been changed to 6:00 p.m. effective for all meetings after April 1, 2024.

AGENDA

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

ORDER OF
BUSINESS

1. Call to Order – Roll Call
2. Pledge of Allegiance
3. Moment of Silence
4. Approval of May 21, 2024 Regular Meeting Minutes Page 3
5. Proclamation - Juneteenth Independence Day Page 9
6. Library Special Recognition of Olivia Prescott RE: 1,000 Books Before Kindergarten Program
7. Proclamation - Gulf High School Graduation Page 10
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

- | | | |
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| a. | Purchases/Payments for City Council Approval | Page 11 |
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10. Public Reading of Ordinances

- | | | |
|----|---|----------|
| a. | Second Reading Ordinance No. 2024-2297: Sale of surplus property RE: 5306 Dartmouth Ave. | Page 13 |
| b. | Second Reading, Ordinance 2024-2298: Sale of Surplus Property RE: 5214 Idlewild Street. | Page 39 |
| c. | Second Reading, Ordinance No. 2024-2299: Sale of Surplus Property RE: 5824 Louisiana Avenue | Page 65 |
| d. | Second Reading, Ordinance 2024-2300: Sale of Surplus Property RE: 7440 US Highway 19 | Page 91 |
| e. | First Reading, Ordinance No. 2024-2301: Amendment to Section 27-3 RE: Public Art | Page 123 |

11. Business Items

- | | | |
|----|---|----------|
| a. | Consider Entering Into an Agreement w/Baycare Behavioral Health | Page 127 |
| b. | Public Art Project, entitled “Tides of Time,” proposed by New Port Richey Main Street, Inc. | Page 141 |

12. Communications

13. Adjournment

Agendas may be viewed on the City's website: www.citynpr.org. This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990 and Section 286.26, Florida Statutes, all persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk, 727-853-1021, not later than four days prior to said proceeding.



NEW PORT RICHEY

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

TO: City of New Port Richey City Council
FROM: Judy Meyers, CMC, City Clerk
DATE: 6/4/2024
RE: Approval of May 21, 2024 Regular Meeting Minutes

REQUEST:

The request is for City Council to approve the minutes from the May 21, 2024 regular meeting.

DISCUSSION:

City Council met for their regularly scheduled meeting on May 21, 2024. The minutes from that meeting are attached for Council's review and approval.

RECOMMENDATION:

Staff recommends that City Council approve the minutes from the May 21, 2024 regular meeting as submitted.

BUDGET/FISCAL IMPACT:

No funding is required for this item.

ATTACHMENTS:

Description	Type
May 21, 2024 Regular Meeting Minutes	Backup Material



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

May 21, 2024
6:00 PM

Please note the meeting times for regular city council meetings has been changed to 6:00 p.m. effective for all meetings after April 1, 2024.

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 Kelly Mothershead, Councilwoman Matt Murphy, Councilman Peter Altman and Councilman Bertell Butler, IV.

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 Solutions Manager Mike Miller, Assistant City Manager Gregory Oravec and Human Resources Director Arnel Wetzel.

2 Pledge of Allegiance

3 Moment of Silence

4 Approval of May 7, 2024 Regular Meeting Minutes

Motion was made to approve the minutes as presented.

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

5 Legislative Session Update by The Southern Group

Mike Moore provided an update on the 2024 Florida Legislative Session.

6 Proclamation - National Cities, Towns and Villages Month (By Title Only)

7 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:

- Cristi and David Johnson, 5341 Palmetto Rd., NPR, owners of the Women at the Well sober

living home spoke about their program.

The following people spoke regarding the impact that Women at the Well sober living home had on their recovery:

- Melissa Merriott, 16333 Diagonal Road, Hudson
- Justin McPadden, 192 Planter Rd, Spring Hill
- Rachael Keegan, 18164 Winding Oaks Blvd., Hudson
- Josh Reinhardt, 5646 Townhouse Dr., NPR
- Grace McGhee, 5646 Townhouse Dr., NPR
- April Woods, 1015 Hiawatha Pl., Holiday
- Steph Nunen, 6816 Roosevelt Dr., PR

The following people also came forward to speak on other issues:

- Beva Stevenson Karay, 5719 Lafayette St. spoke regarding the SOS GHS 1922 community vision.
- Judith Allen, 5940 Grand Blvd., NPR spoke regarding her tree code violation.
- Shinikki Whiting, 5755 Indiana Ave., NPR spoke regarding mutual respect and seeing Council members outside of the chambers.
- Brad Lee, 6504 River Rd., NPR, invited Council members to rededication for a Congressional Medal recipient at Pine Hill Cemetery.
- Rita King, 10926 Bounty St., NPR spoke regarding communications between the City and the School Board and an update on the Historical Preservation Board.
- Marlowe Jones, 6141 Pine Hill Rd., PR spoke regarding Deputy Mayor Mothershead, Councilman Butler, and city spies.

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.

8 Consent Agenda

Motion was made to accept the Consent Agenda.

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

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

9 Public Reading of Ordinances

- a First Reading, Ordinance No. 2024-2297: Sale of Surplus Property RE: 5306 Dartmouth Avenue

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to conduct a first reading of an ordinance to sell the city owned property located at 5306 Dartmouth Avenue in the amount of \$40,250 to Gary L. Blackwell Investments so that a single-family residence may be constructed on the lot. Chief Kochen stated that the City acquired this property through foreclosure. The existing structure was deemed unusable and was demolished. The minimum acceptable bid was \$25,000.00 with an available reimbursement of \$10,000.00 if the property receives a certificate of occupancy within 12 months of the sale.

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

- Marlowe Jones, 6141 Pine Hill Rd., PR asked why Chief Kochen was presenting the item.

With no one else coming forward Mayor Davis returned the floor to Council. Motion was made to approve the ordinance upon its first reading.

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

b First Reading, Ordinance No. 2024-2298: Sale of Surplus Property RE: 5214 Idlewild Street

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to conduct a first reading of an ordinance to sell the city owned property located at 5214 Idlewild Street in the amount of \$50,250 to Gary L. Blackwell Investments so that a single-family residence may be constructed on the lot. Chief Kochen stated that the City acquired this vacant property through forfeiture by Pasco County. The minimum acceptable bid was \$35,000.00 with an available reimbursement of \$15,000.00 if the property receives a certificate of occupancy within 12 months of the sale.

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

- Judith Allen, 5940 Grand Blvd., NPR asked if this property was put out for auction. City Manager Manns stated an RFP was let with the specifications.

With no one else coming forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the ordinance upon its first reading.

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

c First Reading, Ordinance No. 2024-2299: Sale of Surplus Property RE: 5824 Louisiana Avenue

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to conduct a first reading of an ordinance to sell the city owned property located at 5824 Louisiana Avenue in the amount of \$60,250 to Richard A. Olsen, Troy R. Olsen and Vicki L. Clark so that a single-family residence may be constructed on the lot. Chief Kochen stated that the City acquired this property through foreclosure. The existing structure was deemed unusable and was demolished. The minimum acceptable bid was \$40,000.00 with an available reimbursement of \$15,000.00 if the property receives a certificate of occupancy within 12 months of the sale.

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

- Judith Allen, 5940 Grand Blvd., NPR asked if this was put up for auction.

With no one else coming forward Mayor Davis returned the floor to Council. Motion was made to approve the ordinance upon its first reading.

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

d First Reading, Ordinance No. 2024-2300: Sale of Surplus Property RE: 7440 US Hwy 19

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to conduct a first reading of an ordinance to sell the city owned property located at 7440 US Highway 19 in the amount of \$39,000 to Lee Nguyen so that a single-family residence may be constructed on the lot. Chief Kochen stated that

the City acquired this property through foreclosure. The minimum acceptable bid was \$35,000.00 with an available reimbursement of \$15,000.00 if the property receives a certificate of occupancy within 12 months of the sale.

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

- Judith Allen, 5940 Grand Blvd., NPR stated an appraisal and notice on the property photo needs to be included.

With no one else coming forward Mayor Davis returned the floor to Council. Motion was made to approve the ordinance upon its first reading.

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

10 Business Items

a WWTP Sand Filter Tank No. 2 Expansion Joint Restoration 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 change order in the amount not to exceed \$12,500 and the final pay request in the amount not to exceed \$48,000 from Razorback LLC for the Sand Filter Tank Two Expansion Joint Restoration Project Close Out. This project included the sealing of joint cracks in the plant's sand filter tank two and the remediation of spalling. Pasco County is responsible for 49,3% of the total cost. 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 Bertell Butler. The Motion Passed. 5-0. Ayes: Altman, Butler, Davis, Mothershead, Murphy

b Parks and Recreation Annual Summer Membership Sale

City Manager Manns introduced the item to Council. He stated that the purpose of this agenda item was to approve a discount of 20% for Residents and 10% for non-Residents for a summer membership to the Recreation and Aquatic Center. The sale would run from May 22, 2024 until June 19, 2024. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. City Manager Manns stated that Duke Energy has provided money to go towards scholarships for the rec center. Motion was made to approve the item as presented.

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

11 Communications

Communications were deferred until the end of the CRA meeting.

12 Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 7:42 p.m.

(signed) _____
Judy Meyers, CMC, City Clerk

Approved: _____ (date)

Initialed: _____



Office of the Mayor
City Of New Port Richey
Proclamation

WHEREAS, Juneteenth, also known as Freedom Day, commemorates the June 19, 1865 announcement of the abolition of slavery in Galveston, Texas; and

WHEREAS, although the Emancipation Proclamation was signed by President Abraham Lincoln on January 1, 1863, it would take more than two years before the total emancipation of those enslaved was announced and accepted. Celebrations then broke out among the newly freed, and Juneteenth was born; and

WHEREAS, from the days where blacks were mistreated and segregated to Pine Hill where they attended the historic Booker T. Washington School, and labored in the Aripeka Saw Mills helping to build the infrastructure for New Port Richey in the 1920's, the City of New Port Richey strives for a more perfect union and acknowledges our city's equality, inclusion and growth; and

WHEREAS, the African American Club of Pasco was founded with the mission to promote an environment that focuses on cultural, social, ethical, educational and creative interests while seeking ways to give back to the Pasco County community through volunteer work and providing positive adult role models for our youth through membership and business community-sponsored programs and events; and

WHEREAS, the African American Club of Pasco has provided cultural programs including Juneteenth celebrations for over twenty years and will continue to celebrate Juneteenth this year at the Historic Booker T. Washington School by hosting a Juneteenth family event on Saturday, June 15th from 11:00 a.m. to 4:00 p.m.

NOW, THEREFORE, I, Chopper Davis, Mayor of the City of New Port Richey, do hereby proclaim June 19, 2024 as

Juneteenth Independence Day

in the City of New Port Richey, and urge all citizens to commit themselves to the continued pursuit of justice and equality as we celebrate Juneteenth and the promise of freedom to all citizens on this day.



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, Gulf High School was founded in 1922 and held its first graduation ceremony for seniors on April 29, 1924 with a graduating class of eleven students; and

WHEREAS, the year 2024 marks the 100th graduating class from Gulf High School.

WHEREAS, graduation ceremonies have been a rite of passage that dates back to the 12th century and culminates the thirteen year journey each student makes between kindergarten and high school; and

WHEREAS, the City Council for the City of New Port Richey deems it proper to recognize the 332 members of the class of 2024 at Gulf High School for all of their hard work and dedication which has gotten them to this historic moment.

NOW THEREFORE, I, Chopper Davis, Mayor of the City of New Port Richey, do hereby congratulate the

*Gulf High School
Class of 2024*

and wish them all well on their future endeavors.

*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

TO: City of New Port Richey City Council
FROM: Crystal M. Dunn, Finance Director
DATE: 6/4/2024
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 for City Council Approval	Backup Material

PURCHASES/PAYMENTS FOR CITY COUNCIL APPROVAL

Qualis General Contractors	\$76,224.26
RAC Locker Room Renovation	

RECURRING EXPENDITURES OVER \$25,000

SYNAGRO	\$58,131.46
Biosolids Disposable Tons	

Public Risk Management	\$37,689.28
Insurance Coverage	



NEW PORT RICHEY

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

TO: City of New Port Richey City Council

FROM: Robert Kochen, Chief of Police

DATE: 6/4/2024

RE: Second Reading Ordinance No. 2024-2297: Sale of surplus property RE: 5306 Dartmouth Ave.

REQUEST:

The request for the City Council is to conduct a second and final reading of Ordinance 2024-2297 for the sale of the vacant lot at 5306 Dartmouth Avenue to Gary L Blackwell Investments Inc. in the amount of \$40,250.00, so a single-family home can be constructed in accordance with the purchase and sale agreement.

DISCUSSION:

The city acquired this property through foreclosure. The existing structure was deemed unusable and was demolished by the city. On February 5, 2024, this surplus property was put out to bid through Request for Proposal (RFP) #24-011, so a single-family home could be constructed. The minimum acceptable bid was \$25,000.00 with an available reimbursement of \$10,000.00 if the property receives a certificate of occupancy within 12 months of the sale. The sole proposal received was from Gary Blackwell Investments Inc. in the amount of \$40,250.00.

The goal of this surplus property sale is to increase home ownership and improve the quality of life in this area.

The Development Review Committee reviewed RFP #24-011 on March 28, 2024, and recommended approval of the sale.

The City Attorney reviewed ordinance 2024-2297 along with the sale and purchase agreement and approved them as to form.

RECOMMENDATION:

Staff recommends that the City Council conduct a second and final reading of Ordinance 2024-2297 for the sale of 5306 Dartmouth Ave to Gary Blackwell Investments Inc. in the amount of \$40,250.00 to construct a single-family home in accordance with the purchase and sale agreement.

BUDGET/FISCAL IMPACT:

Source of Revenue (\$30,250.00) for use in the City's Neighborhood Improvement Program.

ATTACHMENTS:

Description	Type
❑ Ordinance 2024-2297	Ordinance
❑ Request for Proposal (RFP) 24-011.	Backup Material
❑ Purchase and Sale Agreement.	Backup Material

ORDINANCE NO. 2024-2297

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR THE SALE OF SURPLUS CITY PROPERTY; PROVIDING FOR THE SALE OF THE PROPERTY GENERALLY LOCATED AT 5306 DARTMOUTH AVENUE, AS LEGALLY DESCRIBED BY PARCEL NUMBER HEREIN FOR THE PURCHASE PRICE OF \$40,250.00 TO GARY L. BLACKWELL INVESTMENTS, INC.; PROVIDING AUTHORIZATION TO THE CITY MANAGER TO EXECUTE ALL DOCUMENTS IN ACCORDANCE HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Charter requires adoption of an ordinance prior to the conveyance of City property;

WHEREAS, the City Council has determined that the property described herein is surplus property with no anticipated use by the general public or the operations of the City; and

WHEREAS, the City Council has determined that this ordinance is adopted in the best interest of the health, safety and welfare of the citizens of the City.

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

Section 1. Sale Authorized. The sale of the following described property on the following terms is hereby approved, and the City Manager is hereby authorized to execute all documents deemed necessary consistent herewith:

1. Address of Property: 5306 Dartmouth Ave
2. Legal Description of Property: Parcel ID: 32-25-16-0120-00G00-0020
3. Purchaser: Gary L. Blackwell Investments, Inc.
4. Purchase Price: \$40,250.00
5. Terms: Cash Sale

Section 2. Conditions. The development plans submitted with the purchaser's bid are hereby approved as a condition of the sale, and the City Manager is hereby authorized to implement the development of the property substantially as provided therein, including the entry into agreements deemed necessary therefor as determined by the City Manager, who shall be authorized to allow minor revisions to the development as deemed necessary.

Section 3. Effective Date. This ordinance shall take effect immediately upon its adoption as provided by law.

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

REQUEST FOR PROPOSALS

NOTICE OF DISPOSITION OF 0.14 ACRES OF REAL PROPERTY WITHIN THE CITY OF NEW PORT RICHEY LOCATED AT 5306 DARTMOUTH AVE, NEW PORT RICHEY, FLORIDA

Notice is hereby given, that the City of New Port Richey, owner of real property, Pasco County Parcel No. 32-25-16-0120-00G00-0020, is accepting sealed proposals from any person interested in developing a single-family home with the following minimums on this vacant parcel:

- (1) 1,000 sq. ft. of living area, with at least 2 bedrooms and 2 bathrooms,
- (2) A covered front porch of at least 80 sq. ft,
- (3) The rear yard enclosed with 6 ft vinyl fence,
- (4) Stucco or composite siding,
- (5) Minimum landscaping equal to 1% of the total lot area,
- (6) An attached garage is preferred, but not required,
- (7) Architectural features are preferred, but not required.

Interested parties are invited to submit a proposal that meets the conditions outlined in this Request for Proposals. Sealed proposals will be received until 2:00 P.M. on March 15, 2024 in the City Clerk's Office, Second Floor, City Hall, 5919 Main Street, New Port Richey, Florida, 34652. Each submission shall contain one (1) original and two (2) copies and must be clearly marked on the outside of the envelope with the parties'/firm's name and full address along with "RFP24-011 – DISPOSITION OF REAL PROPERTY LOCATED AT 5306 DARTMOUTH AVE." Any proposals received after the above mentioned time will not be accepted under any circumstances.

Proposals must include:

- (1) the bid amount for the property
- (2) a narrative explaining the developer's intent for the property
- (3) a conceptual site plan
- (4) conceptual building floor plans
- (5) exterior façade elevation concepts
- (6) development timeline/schedule

The minimum acceptable bid is \$25,000.00. If a bid is awarded by the city, the prevailing party will have 12 months from the sale of the property to complete the project and receive a Certificate of Occupancy (C.O.) by the Building Official. If the party receives a C.O. within the 12-month period, they will be awarded a refund of \$10,000.00 by the city. Additionally, a covenant will be placed on the land requiring construction to be completed within 12 months of purchase. Forfeiture of the land back to the City may be a consideration if this requirement is not met.

The Development Review Committee and/or the City Council may reject proposals that are under the minimum amount, are incomplete, do not meet the minimum requirements or if the proposal is otherwise not acceptable.

Persons desiring more information regarding this Request for Proposals may contact the City of New Port Richey Code Enforcement Department, Police Department, 6739 Adams Street, New Port Richey, Florida 34652.

Dated this 14th and 21st day of February, 2024.
CITY OF NEW PORT RICHEY, FLORIDA
By Judy Meyers, CMC, City Clerk

RFP24-011

Disposition of Real Property Located at: 5306 Dartmouth Avenue, New Port Richey, FL

We have been building homes in the City of New Port Richey for many years and have always had a good reputation for quality work and satisfied customers. It is our intent to build a new concrete block home on the above lot within a year from the date the lot is transferred to us. The home we intend to build will meet all criteria and will be in the higher \$300,000.00 price range, bringing new tax revenue to the city. If we are the successful bidder, we will do an outstanding job for the City of New Port Richey. We have always had a good rapport with the building department and look forward to continuing to work with them in the future.

Our bid amount for this lot is \$40,250.00, with the understanding that we will be refunded \$15,000.00 if the Certificate of Occupancy is received within 12 months from the transfer of the property.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("**Agreement**") is entered into by and between Gary L. Blackwell Investments, Inc., a Florida Corporation, ("**Purchaser**"), or its permitted assigns as provided herein, and the City of New Port Richey, Florida, a Florida municipal corporation, ("**Seller**").

1. **Definitions.** The following capitalized terms in this Agreement shall have the following definitions:

1.1. "**Property**" means that certain real property located in Pasco County, Florida, legally described on Exhibit "A". (Parcel I.D. No. 32-25-16-0120-00G00-0020).

1.2. "**Purchase Price**" means US Forty Thousand Two Hundred Fifty and 00/100 Dollars (\$40,250.00).

1.3. "**Effective Date**" means the date that a copy of this Agreement, fully executed by Purchaser and Seller, is delivered to both Purchaser and Seller, and the Agreement is approved by the governing body of the Agency.

1.4. "**Escrow Agent**" and "**Title Company**" means First American Title Insurance Company, through its agent Booth & Cook, 7510 Ridge Road, Port Richey, Florida 34668.

1.5. "**Deposit**" or "**Deposits**" means an initial amount of \$2,500.00, plus any other amounts designated as a Deposit or Deposits in this Agreement. The parties shall execute the Escrow Agreement attached hereto as Exhibit "B".

1.6. "**Closing Date**" means the date which is thirty (30) days after all Permits are obtained (described below) subject to the Permits Contingency Period.

1.7. "**Transaction**" means the purchase and sale of the Property pursuant to this Agreement.

2. **Purchase and Sale.** Purchaser hereby agrees to buy, and Seller hereby agrees to sell, the Property on the terms of this Agreement, and subject to the conditions in this Agreement.

3. **Purchase Price.** The Purchase Price shall be payable in full at Closing. All payments from Purchaser shall be via wire transfer of collected federal funds. This Transaction is for a "Cash Sale" with no finance contingency of any kind.

4. **Title Policy.**

4.1. Within fifteen (15) business days after the Effective Date, Seller shall order from the Title Company a commitment ("**Title Commitment**") for the issuance of an ALTA Owner's Title Policy ("**Title Policy**") at Closing to Purchaser. The Title Company shall be instructed to deliver a copy of the Title Commitment and copies of exceptions to Purchaser, Seller, and their counsel. Purchaser shall give Seller written notice ("**Purchaser's Title Notice**") on or before the expiration of twenty (20) days after receipt of the Title Commitment and exception documents as to whether the condition of title as set forth in the Title Commitment and/or any survey is or is not satisfactory, in Purchaser's sole discretion. In the event that the condition of title is not acceptable, Purchaser shall specify and set forth each of such objections ("**Objections**") in the Purchaser's Title Notice. Seller shall notify Purchaser in writing ("**Seller's Title Response**") within ten (10) days of receipt of Purchaser's Title Notice as to which Objections that Seller will not remove as of the Closing Date ("**Remaining Objections**"). If there are any Remaining Objections, Purchaser may, at its option by written notice within five (5) days after Seller's Title Response (or lack of response within such time frame), (i) accept title subject to the Remaining Objections, in which event the Remaining Objections shall be deemed to be waived for all purposes, or (ii) terminate this Agreement, in which event any Deposits paid shall be immediately refunded to Purchaser. Notwithstanding any of the provisions of this Section 4.1 to the contrary, if Purchaser fails to notify Seller that the condition of title as set forth in the Title Commitment and/or any survey is or is not acceptable within the time set forth herein,

the parties hereby agree that the condition of title shall be deemed acceptable. Any exceptions permitted on the Title Policy pursuant to this Section 4.1 are referred to herein as **"Permitted Exceptions"**. If the Title Company subsequently updates the Title Commitment with additional exceptions to title, the provisions for Purchaser's Title Notice and Seller's Title Response shall be reinstated with respect to the additional exceptions, with the Purchaser's Title Notice regarding the additional exceptions being due five (5) business days after the date that Purchaser receives the updated Title Commitment.

5. **The Closing and the Closing Date.** The sale and purchase of the Property shall be consummated at a Closing to be held on the Closing Date at the offices of the Title Company. Purchaser may select an earlier Closing Date upon at least five (5) business days' written notice to Seller. Neither party need be physically present at the Closing. As used in this Agreement, the term **"Closing"** shall mean the date all of the documents necessary to transfer title to Purchaser are sent for recording with the appropriate County Clerk, and the sales proceeds are available to Seller. Title to and possession of the Property shall transfer to Purchaser at Closing.

6. **Seller's Obligations at the Closing.** At the Closing, Seller shall do the following, through Escrow Agent:

6.1. Execute and deliver to Purchaser and the Title Company:

6.1.1. A special/limited warranty deed (the **"Deed"**) conveying to Purchaser fee simple title to the Real Property and Improvements;

6.1.2. A FIRPTA Affidavit; and

6.1.3. All other agreements to be executed by Seller as specified herein.

6.2. Execute and deliver to the Title Company an affidavit of no liens as the Title Company may reasonably require so as to enable the Title Company to issue the Title Policy in accordance with this Agreement; and

6.3. Execute and deliver to Purchaser such additional documents as are necessary to carry out the provisions of this Agreement.

7. **Purchaser's Obligations at the Closing.** At the Closing, Purchaser shall do the following, through Escrow Agent:

7.1. Deliver to Seller the Purchase Price;

7.2. Execute and deliver to Seller the Development Agreement in the form attached hereto as Exhibit "C"; and

7.3. Execute and deliver to Seller such additional documents as are necessary to carry out the provisions of this Agreement.

8. **Representations and Warranties of Seller.** Seller represents and warrants to Purchaser the following:

8.1. The execution and delivery of, and the performance by Seller of its obligations under this Agreement will not contravene, or constitute a default under, any provision of applicable law or regulation or any agreement, judgment, injunction, order, decree or other instrument binding upon Seller or to which the Property is subject.

8.2. Seller has not received any written notice of any pending judicial, municipal or administrative proceedings affecting the Property, including, without limitation, proceedings for or involving condemnation, eminent domain, or environmental violations.

8.3. At all times prior to closing contemplated by this Agreement, Seller and all of its respective Affiliates: (i) shall not be a Prohibited Person; and (ii) shall be in full compliance with all applicable orders, rules, regulations and recommendations promulgated under or in connection with United States Presidential Executive Order 13224 ("**Executive Order**") and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("**Patriot Act**"). The term "**Prohibited Person**" shall mean any person or entity which meets any of the following criteria:

8.3.1. A person or entity listed in the Annex to, or otherwise subject to the provisions of, the Executive Order.

8.3.2. A person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed to the Annex to, or is otherwise subject to the provisions of, the Executive Order.

8.3.3. A person or entity with whom a party is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including the Executive Order.

8.3.4. A person or entity that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order.

8.3.5. A person or entity that is named as a "specially designated national and blocked person" on the most current list ("**List**") published by the U.S. Department of the Treasury, Office of Foreign Assets Control at its official website (www.ustreas.gov/ofac) or at any replacement website or other replacement official publication of such list.

8.3.6. A person or entity who is an Affiliate of a person or entity listed in this Section.

8.4. If, after the Effective Date, any event occurs or condition arises that renders any of the Seller's representations and warranties in this Section untrue or misleading in any material respect, and Seller has actual knowledge of the same, Seller shall promptly notify Purchaser in writing of such event or condition. In no event shall Seller be liable to Purchaser for, or be deemed to be in default hereunder by reason of, any breach of representation or warranty which results from any change that (i) occurs between the Effective Date and the date of Closing and (ii) is expressly permitted under the terms of this Agreement or is beyond the reasonable control of Seller to prevent. If a notice from Seller pursuant to this Section indicates any material adverse change in the representations and warranties made by Seller, Purchaser shall have the right to terminate this Agreement by written notice to Seller within ten (10) days after Seller's notice, in which event the Deposits paid shall be immediately refunded to Purchaser. If Purchaser does not terminate this Agreement within such time period, Purchaser's termination right in this Section shall lapse.

8.5. Notwithstanding the foregoing, to the extent that Purchaser obtains knowledge prior to Closing that any of Seller's representations or warranties were untrue when made, or if Seller has delivered or made available to Purchaser information with respect to the Property at any time prior to the Closing Date, and such information is inconsistent with any of the representations and warranties herein and/or indicate that any such representations or warranties were not true when made or will not be true as of the Closing Date, Purchaser shall be deemed to have knowledge of such misrepresentation, and in the event Seller fails to cure such misrepresentation within ten (10) days after receipt of notice from Purchaser, Purchaser's sole remedy as a result thereof shall be to terminate this Agreement, in which event the Deposits paid shall be immediately refunded to Purchaser, and if, notwithstanding such breach of a representation or warranty, Purchaser elects to close the Transaction, Purchaser shall be deemed to have waived its rights with respect to such breach of a representation or warranty, and Seller's representation or warranty shall be deemed amended so as to be true and correct, and Purchaser shall be deemed to have no claim for any breach based thereon following the Closing.

9. **Representations and Warranties of Purchaser.** Purchaser represents and warrants to Seller the following:

9.1. Purchaser is duly formed, validly existing and in good standing under the laws of the State of its formation and has all requisite powers and all material governmental licenses, authorizations, consents and approvals to enter into and perform its obligations hereunder and under any document or instrument required to be executed and delivered on behalf of Purchaser hereunder.

9.2. This Agreement has been duly authorized by all necessary action on the part of Purchaser, has been duly executed and delivered by Purchaser, constitutes the valid and binding agreement of Purchaser and is enforceable in accordance with its terms. The person executing this Agreement on behalf of Purchaser has the authority to do so.

9.3. The execution and delivery of, and the performance by Purchaser of its obligations under this Agreement will not contravene, or constitute a default under, any provision of applicable law or regulation or any agreement, judgment, injunction, order, decree or other instrument binding upon Purchaser.

9.4. At all times prior to Closing contemplated by this Agreement, Purchaser and all of its respective Affiliates: (i) shall not be a Prohibited Person; and (ii) shall be in full compliance with all applicable orders, rules, regulations and recommendations promulgated under or in connection with the Executive Order and the Patriot Act. A Prohibited Person shall be defined as provided elsewhere in this Agreement.

10. **Survival.**

10.1. Any claim for a breach of such representations and warranties shall survive for one year after the Closing Date. Any claim for a breach of representation or warranty set forth in this Agreement shall be barred and shall lapse unless a claim is made in writing, with a description of the claim made, on or before the first anniversary of the Closing Date.

10.2. All other provisions of this Agreement shall be deemed merged into or waived by the instruments of Closing, except for those provisions that specifically state that they survive Closing or termination (each a ***"Surviving Provision"***). If a Surviving Provision states that it survives for a limited period of time, that Surviving Provision shall survive only for the limited time specified. Any claim made in connection with a Surviving Provision shall be barred and shall lapse unless a claim is made in writing, with a description of the claim made, on or before the limited time specified in such Surviving Provision.

11. **Purchaser's Defaults; Seller's Remedies.** In the event of a breach by Purchaser of its pre-Closing or Closing obligations under this Agreement, which breach is not cured within ten (10) days after written notice of default from Seller specifying the breach (provided, however, that no such cure period shall apply for a breach of the obligation to close by the Closing Date), Seller's sole remedy shall be to retain the Deposit. After Closing, in the event of a breach by Purchaser of its obligations under any Surviving Provisions, Seller may exercise any rights and remedies available at law or in equity.

12. **Seller's Defaults; Purchaser's Remedies.** In the event of a breach by Seller of its pre-Closing or Closing obligations under this Agreement, which breach is not cured within ten (10) days after written notice of default from Purchaser specifying the breach (provided, however, that no such cure period shall apply for a breach of the obligation to close by the Closing Date), Purchaser may elect only one of the following two remedies: (a) terminate this Agreement, in which event the Deposits paid shall be immediately refunded to Purchaser; or (b) enforce specific performance of this Agreement against Seller; In order for Purchaser to elect and pursue the remedy of specific performance, Purchaser must commence and file such action within ninety (90) days after the scheduled Closing Date. After Closing, in the event of a breach by Seller of its obligations under any Surviving Provisions, Purchaser may exercise any rights and remedies available at law or in equity.

13. **Closing Costs.** Costs of closing the Transaction shall be allocated between Seller and Purchaser as follows:

13.1. Seller shall pay (i) documentary stamps on the deed, (ii) the premium for the owner's Title Policy, and any endorsements; (iii) the cost of recording the Deed, and (iv) any escrow fees of the Escrow Agent; and

13.2. Purchaser shall pay all costs and expenses allocated to Purchaser pursuant to the terms of this Agreement.

14. **Proration of Income and Expenses.** At Closing, the following items shall be paid or adjusted or prorated between Seller and Purchaser as specified, as of the Closing Date, with the day of Closing being for Purchaser's account:

14.1. *Ad valorem* and similar taxes, and assessments for the then current tax year relating to the Property shall be prorated as of the Closing Date, assuming the maximum available discount. If the Closing shall occur before the tax rate is fixed for the then current year, the proration of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation. Subsequent to the Closing, when the tax rate is fixed for the year in which the Closing occurs, Seller and Purchaser agree to adjust the proration of taxes and, if necessary, to refund or pay, as the case may be, on or before January 1 of the year following the Closing, an amount necessary to effect such adjustments.

15. **As-Is Purchase.** Purchaser is an experienced commercial real estate owner and shall rely solely upon its own evaluation and investigation of the condition and all aspects of the Property. Purchaser acknowledges that this Agreement grants to Purchaser every opportunity which Purchaser may need to fully evaluate the condition and all aspects of the Property. Purchaser has asked for, and has obtained in this Agreement, disclosure of information and documents regarding the Property which are in Seller's possession or control. This does not reduce Purchaser's duty to fully evaluate the Property on its own. Accordingly, except to the extent of the Seller's representations and warranties in this Agreement, Purchaser acknowledges that it is not relying upon any representations of Seller as to any matter related to Property, its condition, or its suitability for Purchaser's intended use. At Closing, Purchaser shall be deemed to accept the Property "as is" in all respects. Purchaser specifically acknowledges that it has had an opportunity to fully inspect and evaluate the Property prior to entering into this Agreement, and intends to be fully bound to complete the Transaction, subject only to the provisions contained in this Agreement.

16. **Brokerage Commissions.** Seller shall indemnify Purchaser against, and hold Purchaser harmless from, any and all claims (and all expenses incurred in defending any such claims or in enforcing this indemnity, including attorneys' fees and court costs) by any broker or finder for a real estate commission or similar fee arising out of or in any way connected with any claimed relationship between such broker or finder and Seller. Purchaser shall indemnify Seller against, and hold Seller harmless from, any and all claims (and all expenses incurred in defending any such claims or in enforcing this indemnity, including attorneys' fees and court costs) by any broker or finder for a real estate commission or similar fee arising out of or in any way connected with any claimed relationship between such broker or finder and Purchaser. The provisions of this Section shall survive the Closing or the termination of this Agreement without time limitation.

17. **Miscellaneous.**

17.1. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement embodies and constitutes the entire understanding between the parties with respect to the Transaction. No provision hereof may be waived, modified, or amended except by an instrument in writing signed by Purchaser and Seller. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. A facsimile, scanned, or other copy of a signed version of this Agreement has the same effect as an original. Delivery by electronic transmission such as email, download or facsimile shall be deemed effective delivery.

17.2. Any notice, request, demand, instruction or other document required or permitted to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally, or by overnight express courier, or by email, or by facsimile transmission, and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, or by email, or by confirmed facsimile, or via overnight express courier. (If a fax number listed below is inaccurate or is not working, then the date that a notice is required to be delivered shall be extended by one day.) A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to Purchaser:

Gary L. Blackwell Investments, Inc.
6915 SR 54
New Port Richey, FL 34653
Email: Blackwellinvestments@tampabay.rr.com
Vickiclark19@yahoo.com
Fax: 727-849-6727

If to Seller:

City of New Port Richey, Florida
City Manager
5919 Main Street
New Port Richey, FL 34652
Email: mannsd@cityofnewportrichey.org
Office: 727-853-1016
Fax: 727-853-1023

If to Escrow Agent:

Steve Booth
Booth & Cook, P.A.
7510 Ridge Road
Port Richey, Florida 34668
Email: steve@boothcook.com
Office: (727) 842-9105
Fax. No. (727) 848-7601

17.3. In any legal proceeding arising in connection with this Agreement (including without limitation any arbitration and appellate proceedings as well as any bankruptcy, reorganization, liquidation, receivership or similar proceeding) the substantially non-prevailing party agrees to pay to the substantially prevailing party all reasonable costs and expenses, including attorneys' fees and other legal costs, expended or incurred by the substantially prevailing party in connection therewith (whether incurred before, during, or subsequent to any such action or proceeding).

17.4. If at any time prior to the Closing Date, there shall be a taking by eminent domain proceedings or the commencement of any such proceedings, with respect to the Property, Seller shall promptly give written notice thereof to Purchaser. Purchaser shall have the right, at Purchaser's sole option, to terminate this Agreement by giving written notice to Seller within thirty (30) days after Purchaser receives written notice of such proceedings, in which event the Deposits paid shall be immediately returned to Purchaser, and neither party hereto shall have any further duties, obligations or liabilities to the other, except as specifically provided herein. If Purchaser does not so terminate this Agreement, the Purchase Price for the Property shall be reduced by the total of any awards or other proceeds received by Seller (directly or indirectly) with respect to any such taking, and at the Closing Seller, shall assign to Purchaser all rights of Seller in and to any awards or other proceeds payable by reason of any taking.

17.5. Purchaser shall have the right to assign this Agreement to an Affiliate of Purchaser or the principals of Purchaser, upon written notice to Seller at least five (5) days prior to the Closing Date; provided, however, that any such assignment shall not release the original Purchaser from any obligation or liability under this Agreement arising before or after Closing, including without limitation Surviving Provisions. No other assignment of this Agreement by Purchaser is permitted.

17.6. This Agreement has been submitted to the scrutiny of all parties hereto and their counsel, if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel.

17.7. The parties acknowledge that time is of the essence for each time and date specifically set forth in this Agreement. In computing any period of time pursuant to this Agreement, if the final day of a period, act or event falls on a day which is not a business day, then such final day shall be postponed until the next business day, but the commencement date of the time periods based on such final day shall not be postponed. A business day shall mean Monday through Friday, excluding days designated as a postal holiday by the United States Postal Service.

17.8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict or choice of laws rules.

17.9. As used in this Agreement, **"Affiliate"** means, as to any person or entity: (a) any other person or entity that, directly or indirectly, is in control of, is controlled by or is under common control with such person or entity; or (b) is a director, officer, shareholder, partner, member or associate of such person or entity, or of an Affiliate of such person or entity. **"Control"** means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise.

17.10. Neither this Agreement, nor any part thereof, nor any memorandum thereof may be recorded. Recording of any such document by, or at the direction of Purchaser, shall be a material default by Purchaser under this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and had their seals affixed.

PURCHASER:

Gary L. Blackwell Investments, Inc.

By: _____
Gary L. Blackwell, As President

Date

Attest:

By: _____
Judy Meyers, as City Clerk

SELLER:

City of New Port Richey, Florida

By: _____
Debbie L. Manns, As City Manager

Date

Approved as to form:

By: _____
Timothy P. Driscoll, as City Attorney

EXHIBIT "A"

Legal Description of Property

5306 Dartmouth Avenue

Lot 2, Block G, JASMIN TERRACE, according to the map or plat thereof as recorded in Plat Book 5, Page 113, Public Records of Pasco County, Florida.

EXHIBIT "B"

ESCROW AGREEMENT

This Escrow Agreement is entered into by and among Gary L. Blackwell Investments, Inc. ("**Purchaser**"), City of New Port Richey, Florida ("**Seller**"), and Booth & Cook, P.A. ("**Escrow Agent**");

1. Purchaser and Seller have entered into a Purchase and Sale Agreement with an Effective Date of _____, 2024 (the "**PSA**") for the purchase and sale of certain real property legally described therein ("**Property**"). All terms not defined in this Escrow Agreement shall have the meaning set forth in the PSA.

2. Pursuant to the provisions of the PSA, Seller and Purchaser have requested that Escrow Agent act as escrow agent under the PSA, and Purchaser will tender good funds to Escrow Agent in the initial amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) as a Deposit under the PSA. All amounts designated as a Deposit or Deposits under the PSA shall collectively hereinafter be referred to as the "**Deposit**".

3. All Deposits paid shall be held in a non-interest bearing account with the Escrow Agent,. The wire transfer instructions for Escrow Agent are set forth below.

4. If either party gives written notice to Escrow Agent demanding payment of the Deposit, Escrow Agent shall give prompt written notice to the other party of such demand. If Escrow Agent does not receive written notice of objection from such other party to the proposed payment within ten (10) days after the giving of such written notice, Escrow Agent is hereby authorized and directed to make such payment. If Escrow Agent does receive written notice of objection within such 10 day period or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold such amount until otherwise directed by written notice from all parties to this Agreement or a final, non-appealable judgment, order or decree of a court.

5. It is agreed that the duties of Escrow Agent are only such as are herein specifically provided, being purely ministerial in nature, and that Escrow Agent shall incur no liability whatever except for willful misconduct or gross negligence, so long as Escrow Agent has acted in good faith. Seller and Purchaser release Escrow Agent from any act done or omitted to be done by Escrow Agent in good faith in the performance of Escrow Agent's duties hereunder.

6. Escrow Agent shall be under no responsibility with respect to any Deposit placed with it other than faithfully to follow the instructions herein contained. Escrow Agent may consult with counsel and shall be fully protected in any actions taken in good faith, in accordance with counsel's advice. Escrow Agent shall not be required to defend any legal proceedings which may be instituted against Escrow Agent in respect to the subject matter of these instructions unless requested to do so by Seller and Purchaser and indemnified to the satisfaction of Escrow Agent against the cost and expense of such defense. Escrow Agent shall not be required to institute legal proceedings of any kind. Escrow Agent shall have no responsibility for the genuineness or validity of any document or other item deposited with Escrow Agent, and shall be fully protected in acting in accordance with any written instructions given to Escrow Agent hereunder and believed by Escrow Agent to have been signed by the proper parties.

7. Escrow Agent assumes no liability hereunder except that of a stakeholder. If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit, or as to whom the Deposit is to be delivered, Escrow Agent will not be obligated to make any delivery of the Deposit, but in such event may hold the Deposit until receipt by Escrow Agent of an authorization in writing signed by all of the persons having an interest in such dispute, directing the disposition of the sum, or in the absence of such authorization, Escrow Agent may hold the Deposit until the final determination of the rights of the parties in an appropriate proceeding. However, Escrow Agent shall have the right at any time, but is not required, to bring an appropriate action or proceeding for leave to place the Deposit with the court, pending such determination. Once Escrow Agent has tendered into the registry or custody of any court of competent jurisdiction all money and/or property in its possession under this Escrow Agreement, or has made delivery

of the Deposit in any other manner provided for herein, Escrow Agent shall be discharged from all duties and shall have no further liability hereunder as Escrow Agent. In the event Escrow Agent exercises its rights under this paragraph, (i) all costs incurred by Escrow Agent (including but not limited to attorneys' fees) shall be borne equally by Seller and Purchaser, and (ii) all obligations of Escrow Agent under the PSA and/or this Escrow Agreement shall terminate (except for liability of Escrow Agent for willful misconduct and/or gross negligence). Escrow Agent shall be entitled to represent Purchaser in any and all such proceedings. Seller acknowledges that Escrow Agent is the law firm which has represented Purchaser in connection with the Transaction and Seller consents to such continued representation, including representation of Purchaser in any dispute which may arise in connection with this Escrow Agreement, the Transaction, or matters related to any of the foregoing.

8. All costs incurred by Escrow Agent as escrow agent under the PSA and/or this Escrow Agreement (except costs or liabilities arising from Escrow Agent's willful misconduct and/or gross negligence) shall be borne by Purchaser, and each party agrees to indemnify and hold harmless Escrow Agent to the extent of such party's respective liability for any loss, costs, claim against Escrow Agent as escrow agent under the PSA and/or this Escrow Agreement (except for Escrow Agent's willful misconduct and/or gross negligence).

9. This Escrow Agreement may be executed in several counterparts and all so executed shall constitute one Escrow Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. Delivery by electronic transmission such as a facsimile, scanned, or other copy of a signed version of this Escrow Agreement has the same effect as delivery of an original.

10. This Escrow Agreement shall be governed by the laws of the state in which the Property is located.

11. Any notice, request, demand, instruction or other document required or permitted to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally, or by overnight express courier, or by email, or by facsimile transmission, and addressed to the parties at their respective addresses set forth in the PSA, and the same shall be effective upon receipt if delivered personally, or by email, or by confirmed facsimile, or via overnight express courier. (If a fax number listed below is inaccurate or is not working, then the date that a notice is required to be delivered shall be extended by one day.) A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

[Signatures on following page]

Executed as of _____, 2024.

SELLER:

CITY OF NEW PORT RICHEY, FLORIDA

PURCHASER:

GARY L. BLACKWELL INVESTMENTS, INC.

By: _____
Gary L. Blackwell, as President

By: _____
Debbie L. Manns, City Manager

ESCROW AGENT:

Booth & Cook, P.A.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ESCROW AGENT'S WIRING INSTRUCTIONS

ABA#:

BANK:

ACCOUNT #:

ACCOUNT NAME:

ACCOUNT HOLDER ADDRESS:

ESCROW AGENT CONTACT:

Name: _____
Tel #: _____

BANK CONTACT:

Name: _____
Tel #: _____

EXHIBIT "C"

Development Agreement

This agreement for development of property is made and entered into this _____ day of _____, 2024 by and between Gary L. Blackwell Investments, Inc. ("Developer"), and the City of New Port Richey, Florida, a Florida municipal corporation ("Agency/City").

Witnesseth:

Whereas, Developer wishes to develop housing ("Project") on property purchased from Agency, as more particularly described in the Exhibit "A" Request for Proposals attached hereto;

Whereas, Developer has submitted a bid to Agency for the purchase of the Property and such bid has been approved through the adoption of an Ordinance by Agency and by approval of a Purchase and Sale Agreement, all of which is dependent upon Developer completing the Project in accordance with this Agreement; and

Whereas, Agency and Developer are desirous of entering into this Agreement to effectuate the successful development of the Project and to set forth the respective duties and responsibilities of the parties pertaining to developing the Project.

Now therefore, in consideration of the mutual promises and covenants contained herein to fulfill the publicly identified and legitimate goals of economic redevelopment, the parties hereto agree as follows:

Article 1. Definitions

The terms defined in this agreement shall have the following meanings:

- 1.01 "Agency" or "City" means the City of New Port Richey, Florida.
- 1.02 "Agreement" means this Agreement for Development and Disposition of Property, including any Exhibits attached hereto, and any revisions to the Agreement or any of the Exhibits.
- 1.03 "Commencement Date" means the date which is ninety (90) days from the Effective Date.
- 1.04 "Completion Date" means the date one (1) year from the Commencement Date.
- 1.05 "Construction Period" means the period beginning on the Commencement Date and ending on the Completion Date.
- 1.06 "Effective Date" shall be the closing date of the purchase of the property by the Developer from the Agency.
- 1.07 "Force Majeure" means those conditions beyond the reasonable control of Developer which will excuse Developer's performance as defined in and subject to the conditions described in this Agreement.
- 1.08 "Project" means the redevelopment of the Property in accordance with the Project Plans.
- 1.09 "Proposal" means the Developer's proposal for redevelopment of the Project Site in accordance with the Plan as submitted by the Developer to Agency, in accordance with the Request for Proposals attached hereto as Exhibit "A".
- 1.10 "Property" means the real property described in Exhibit "B" attached hereto.

Article 2. Purpose

2.01 The purpose of this Agreement is to provide for the development of the Project on the Property in accordance with the Proposal in order to provide housing.

Article 3. Developer's Proposal.

3.01 Developer's proposal for the redevelopment of the Property is hereby found to be consistent with and to further the objectives of the Agency, and is hereby approved and accepted, subject to such changes and revisions as are contemplated by this Agreement.

Article 4. Developer's Obligations.

4.01 In consideration of the terms and obligations in this Agreement, Developer shall construct a single family home on the Property, having at least three (3) bedrooms, two (2) bathrooms and a one (1) car garage ("Project").

4.02 Developer shall submit complete Project Plans and apply for such building permits necessary to complete the Project as required by the City. Developer shall submit such construction plans and specifications to the City for review in accordance with the procedures prescribed in the City's Land Development Code.

4.03 Developer shall commence the Project by the Commencement Date by obtaining all required permits and having such labor and materials at the Property to commence the construction thereof.

4.04 Developer shall complete the Project by the Completion Date by completing the construction thereof and obtaining a Certificate of Occupance from the Agency.

Article 5. Agency's Obligations.

5.01 Agency shall review the Project Plans to determine if they meet the requirements of the Proposal and this Agreement.

5.02 Agency shall not be responsible for any error or omission thereon or failure of the Project Plans to comply with any building, zoning or other regulation of the City or other regulatory agency.

5.03 Within thirty (30) days of the completion of the Project by issuance of a Certificate of Occupancy by the Agency, so long as Developer has timely completed the Project within the Construction Period, Agency shall pay Developer the sum of Ten Thousand and 00/100 Dollars (\$10,000.00).

Article 6. Representation, Warranties and Covenants of Developer.

6.01 Representations and Warranties. Developer represents and warrants to Agency that the following statements are presently true and accurate:

6.01.01 Developer is a validly existing corporation under the laws of the State of Florida has all requisite power and authority to carry on its business as now conducted, to own or hold property and to enter into and perform the obligations of this Agreement and each instrument to which it is or will be a party, and consents to service of process in Florida.

6.01.02 Each document in connection with the Project to which Developer is or will be a party has been authorized and will be executed and delivered by Developer, and neither the execution and delivery, nor compliance with the terms and provisions:

6.01.01.01 requires approval and consent of any other party, except as noted herein;

- 6.01.01.02 contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on Developer; or
- 6.01.01.03 results in any default of or creation of any lien on property of Developer.

6.01.02 Each document contemplated by this Agreement to which Developer will be a party will constitute a legal, valid, and binding obligation of Developer, enforceable against Developer in accordance with the terms thereof.

6.01.03 To the knowledge of Developer, there are no pending or threatened actions against Developer, or against any officer of Developer, which are likely to materially adversely affect the consummation of this transaction or the financial condition of Developer.

6.01.04 Developer has filed all federal, state, local and foreign tax returns which were required to be filed by Developer, and has paid all taxes due on such returns.

6.01.05 The chief place of business of Developer and where records are kept concerning the Project are in New Port Richey, Florida.

6.01.06 Developer is financially capable of carrying out all obligations and responsibilities in connection with the construction of the Project.

6.01.07 Covenants. Developer covenants with Agency that:

- 6.01.07.01 Developer shall use its best efforts to timely fulfill all the conditions herein, which are within the control of Developer or which are the responsibility of Developer to fulfill;
- 6.01.07.02 During the period the obligations of Developer are in effect, Developer shall cause to continue to be in effect those instruments, documents, certificates and events contemplated by this Agreement that are applicable to, and the responsibility of, Developer;
- 6.01.07.03 Developer shall assist and cooperate with Agency and shall use its best efforts to accomplish the development of the Project, in accordance with the Proposal, this Agreement, and the Project Plans and will not violate any applicable laws, ordinances, rules, regulations or orders; and
- 6.01.07.04 Developer shall pay any costs of construction of the Project.

Article 7. Default; Termination.

7.01 Default by Developer. There shall be an "event of default" by Developer on the occurrence of any one or more of the following:

7.01.01 Developer fails to comply with any material provision of this Agreement, or

7.01.02 Developer shall not have commenced construction of the Project by the Commencement Date or shall not have completed construction of the Project by the Completion Date.

7.02 Default by Agency. Provided Developer is not then in default under this Agreement, there shall be an "event of default" by Agency under this Agreement if Agency failed to perform or comply with any material provision of this Agreement applicable to it.

7.03 Remedies Upon Default. If a default occurs, a party may provide 30 days written notice to the defaulting party, and on expiration of such 30 day period, if such default has not been cured, the non-

defaulting party may terminate this Agreement, recover damages as applicable, or seek performance of this Agreement through the remedy of injunctive relief. The parties acknowledge that injunctive relief is an appropriate remedy as the quantification of damages may be impossible or impractical, and the non-defaulting party will suffer irreparable injury upon a breach of this Agreement. Each party in any litigation shall pay their own costs, including attorney's fees and other expenses which may be incurred.

7.04 Non-Action on Failure to Observe Provisions of this Agreement. The failure of Agency or Developer to promptly insist on strict performance of any terms, covenant, condition or provision of this Agreement, or any exhibit hereto or any other agreement contemplated hereby shall not be deemed a waiver of any right or remedy that Agency or Developer may have and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

Article 8. Force Majeure.

8.01 Force Majeure. Delays in performance due to: fire, flood earthquake, windstorm, or sinkhole, unavailability of materials, equipment or fuel; war, declarations of hostilities, terrorist act, civil strife, strike, labor dispute, or epidemic, archaeological excavation, act of terrorism or act of God shall be deemed events of Force Majeure and such delays shall be excused in the manner herein provided. If such party is delayed in any work pursuant to this Agreement for occurrence of an event of Force Majeure, the date for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days such party is delayed. The party seeking excuse based on Force Majeure shall give written notice of the delay, giving its anticipated duration. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party, except for the occurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

Article 9. Antidiscrimination.

9.01 There shall be no discrimination against or segregation of anyone on account of age, sex, race, color, marital status, sexual orientation, creed, national origin, ancestry or disability in the employment for the construction of the Project or in any sale or rental of any part of the Project.

Article 10. Miscellaneous.

10.01 Assignment by Developer. Prior to the Completion Date Developer may not sell, convey, assign, or otherwise transfer or dispose of any or all of its rights, title, and interest in and to the Project, or any duty or obligation of Developer pertaining to the Project, or any part thereof without prior written consent of Agency, which consent Agency shall not unreasonably withhold or delay.

10.02 Notices. All notices, demands, requests for approvals, or other communications required to be given by either party to the other in writing shall be deemed given on the date delivered in person or on the date emailed by registered or certified mail, postage prepaid, return receipt requested, and addressed:

To Developer:

Gary L. Blackwell Investments, Inc.
6915 SR 54
New Port Richey, FL 34653
Email: Blackwellinvestments@tampabay.rr.com
Vickiclarck19@yahoo.com

To Agency:

City Manager
City of New Port Richey, Florida
5919 Main Street
New Port Richey, FL 34652

With copy to:

Office of the City Attorney
5919 Main Street
New Port Richey, FL 34652

The address to which notice is to be sent may be changed by written notice. Until notice of change of address is received, a party may rely on the last address given. Notice shall be deemed given, if notice is by mail, on the date mailed to the address set forth above or as changed pursuant to this Section.

10.03 Invalid Provisions. If any provision of the Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and if the remainder can substantially be reasonably performed without material hardship, so as to accomplish the intent and the goals of the parties hereto.

10.04 Applicable Law and Construction. The laws of Florida shall govern this Agreement. This Agreement has been negotiated by Agency and Developer and shall not be deemed to have been prepared by either Agency or Developer, and each of them shall be deemed to have participated equally in the preparation hereof.

10.05 Submission to Jurisdiction.

10.05.01 Each party to this Agreement submits to the jurisdiction of the State of Florida, Pasco County and the courts thereof and to the jurisdiction of the United States District Court for the Middle District of Florida, for the purposes of any suit, action or other proceeding relating to this Agreement and agrees not to assert by way of a motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by such courts. Venue for any action arising under or in any way related to this Agreement shall lie exclusively in a court of competent jurisdiction in Pasco County, Florida or in the United States District Court for the Middle District of Florida.

10.05.02 If Developer has no officer, employee, or agent available for service of process as a resident of Florida, or if any permitted assignee thereof shall have no officer, employee, or agent available for service of process in Florida, Developer consents to service of process on its designated agent for and designates the Florida Secretary of State, its agent for the service of process in any court action between it and Agency, and such service shall be made as provided by the laws of the State of Florida for service on a non-resident; provided, however, that at the time of service on the Florida Secretary of State, a copy shall be mailed by prepaid, registered mail, return receipt requested, to the Developer at the address for notices.

10.06 Complete Agreement. This Agreement, and all of the terms and provisions contained herein, constitute the full and complete agreement between the parties, and supersedes and controls over all prior agreements, understandings, representations, and statements, whether written or oral, specifically including, but not limited to, the Proposal, made with regard to the matters addressed by this Agreement.

10.07 Captions. The section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement, or any part thereof.

10.08 Successors and Assigns. The terms Agency, City and Developer shall include their successor and assigns and all benefits and obligations shall inure to and bind such successors and assigns.

10.09 Holidays. Whenever a notice or performance under this Agreement is to be given on a Saturday, Sunday or legal holiday observed in the City, it shall be postponed to the next business day.

10.10 Developer Not Agent of Agency. Developer and any contractor hired by Developer are not individually or collectively an agent or contractor of Agency, and are not subject to nor required to comply with any laws, ordinances, regulations, orders or policies of or applicable to Agency applicable or relating to public works projects of Agency or contractors retained by Agency for such types of projects. Nothing

contained in this Agreement shall be constructed or deemed to name, designate or cause either directly or implicitly Developer, or any contractor thereof, to be an agent for Agency.

10.11 Public Purpose. This Agreement satisfies, fulfills, and is pursuant to and for a public purpose and municipal purpose and is in the public interest, and is a powers and authority under Florida law.

10.12 Technical Amendments. If due to minor inaccuracies herein, or changes resulting from technical matters arising during the term of this Agreement, the parties agree that changes may be made which do not change the substance of this Agreement. The Executive Director, or his or her designee, as to Agency, are authorized to approve such changes and are authorized to execute any required instruments or any exhibit attached hereto or any other agreement contemplated hereby.

10.13 Permits. The failure of this Agreement to address any particular permit, condition, term, or restriction shall not relieve Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

10.14 Successors and Assigns. This Agreement shall be binding upon, and the benefits of this Agreement shall insure to, all successors in interest and proper assignments of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and had their seals affixed.

DEVELOPER:

AGENCY:

Gary L. Blackwell Investments, Inc.

City of New Port Richey, Florida

By: _____
Gary L. Blackwell, As President

By: _____
Debbie L. Manns, As City Manager

Name (printed)

Attest:

Approved as to form:

By: _____
Judy Meyers, as City Clerk

By: _____
Timothy P. Driscoll, as City Attorney

DEVELOPMENT AGREEMENT

EXHIBIT "A"

REQUEST FOR PROPOSALS

DEVELOPMENT AGREEMENT

EXHIBIT "B"

LEGAL DESCRIPTION OF PROPERTY

5306 Dartmouth Avenue

**Lot 2, Block G, JASMIN TERRACE, according to the map or plat thereof as recorded in Plat Book
5, Page 113, Public Records of Pasco County, Florida.**



NEW PORT RICHEY

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

TO: City of New Port Richey City Council

FROM: Robert Kochen, Chief of Police

DATE: 6/4/2024

RE: Second Reading, Ordinance 2024-2298: Sale of Surplus Property RE: 5214 Idlewild Street.

REQUEST:

The request for the City Council is to conduct a second and final reading of Ordinance 2024-2298 for the sale of the vacant lot at 5214 Idlewild Street to Gary L Blackwell Investments Inc. in the amount of \$50,250.00 to construct a single-family home in accordance with the purchase and sale agreement.

DISCUSSION:

The city acquired this vacant property through forfeiture by Pasco County. A Request for Proposal (RFP) #24-010 was issued on February 5, 2024, to construct a single-family home. The minimum acceptable bid was \$35,000.00 with an available reimbursement of \$15,000.00 if the property receives a certificate of occupancy within 12 months of the sale. The sole proposal received was from Gary Blackwell Investments Inc. in the amount of \$50,250.00.

The goal of this surplus property sale is to increase home ownership and improve the quality of life in this area.

The Development Review Committee reviewed RFP #24-010 on March 28, 2024, and recommended approval of the sale.

The City Attorney reviewed ordinance 2024-2298 along with the purchase and sale agreement and approved them as to form.

RECOMMENDATION:

Staff recommends that the City Council conduct a second and final reading of Ordinance 2024-2298 for the sale of 5214 Idlewild Street to Gary Blackwell Investments Inc. in the amount of \$50,250.00 to construct a single-family home in accordance with the purchase and sale agreement.

BUDGET/FISCAL IMPACT:

Source of Revenue (\$35,250.00) for use in the City's Neighborhood Improvement Program.

ATTACHMENTS:

Description	Type
❑ Ordinance 2024-2298	Ordinance
❑ Request for Proposal (RFP) 24-010.	Backup Material
❑ Purchase and Sale Agreement.	Backup Material

ORDINANCE NO. 2024-2298

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR THE SALE OF SURPLUS CITY PROPERTY; PROVIDING FOR THE SALE OF THE PROPERTY GENERALLY LOCATED AT 5214 IDLEWILD STREET, AS LEGALLY DESCRIBED BY PARCEL NUMBER HEREIN FOR THE PURCHASE PRICE OF \$50,250.00 TO GARY L. BLACKWELL INVESTMENTS, INC.; PROVIDING AUTHORIZATION TO THE CITY MANAGER TO EXECUTE ALL DOCUMENTS IN ACCORDANCE HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Charter requires adoption of an ordinance prior to the conveyance of City property;

WHEREAS, the City Council has determined that the property described herein is surplus property with no anticipated use by the general public or the operations of the City; and

WHEREAS, the City Council has determined that this ordinance is adopted in the best interest of the health, safety and welfare of the citizens of the City.

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

Section 1. Sale Authorized. The sale of the following described property on the following terms is hereby approved, and the City Manager is hereby authorized to execute all documents deemed necessary consistent herewith:

1. Address of Property: 5214 Idlewild St
2. Legal Description of Property: Parcel ID: 09-26-16-019A-00000-1490
3. Purchaser: Gary L. Blackwell Investments, Inc.
4. Purchase Price: \$50,250.00
5. Terms: Cash Sale

Section 2. Conditions. The development plans submitted with the purchaser's bid are hereby approved as a condition of the sale, and the City Manager is hereby authorized to implement the development of the property substantially as provided therein, including the entry into agreements deemed necessary therefor as determined by the City Manager, who shall be authorized to allow minor revisions to the development as deemed necessary.

Section 3. Effective Date. This ordinance shall take effect immediately upon its adoption as provided by law.

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

REQUEST FOR PROPOSALS

NOTICE OF DISPOSITION OF 0.21 ACRES OF REAL PROPERTY WITHIN THE CITY OF NEW PORT RICHEY LOCATED AT 5214 IDLEWILD ST, NEW PORT RICHEY, FLORIDA

Notice is hereby given, that the City of New Port Richey, owner of real property, Pasco County Parcel No. 09-26-16-019A-00000-1490, is accepting sealed proposals from any person interested in developing a single-family home with the following minimums on this vacant parcel:

- (1) 1,200 sq. ft. of living area, with at least 3 bedrooms, 2 bathrooms, and an attached 1-car garage.
- (2) A covered front porch of at least 100 sq. ft,
- (3) The rear yard enclosed with 6 ft vinyl fence,
- (4) Stucco or composite siding,
- (5) Minimum landscaping equal to 1% of the total lot area,
- (6) Architectural features are preferred, but not required.

Interested parties are invited to submit a proposal that meets the conditions outlined in this Request for Proposals. Sealed proposals will be received until 2:00 P.M. on March 15, 2024 in the City Clerk's Office, Second Floor, City Hall, 5919 Main Street, New Port Richey, Florida, 34652. Each submission shall contain one (1) original and two (2) copies and must be clearly marked on the outside of the envelope with the parties'/firm's name and full address along with "RFP24-010 – DISPOSITION OF REAL PROPERTY LOCATED AT 5214 IDLEWILD ST." Any proposals received after the above mentioned time will not be accepted under any circumstances.

Proposals must include:

- (1) the bid amount for the property
- (2) a narrative explaining the developer's intent for the property
- (3) a conceptual site plan
- (4) conceptual building floor plans
- (5) exterior façade elevation concepts
- (6) development timeline/schedule

The minimum acceptable bid is \$35,000.00. If a bid is awarded by the city, the prevailing party will have 12 months from the sale of the property to complete the project and receive a Certificate of Occupancy (C.O.) by the Building Official. If the party receives a C.O. within the 12-month period, they will be awarded a refund of \$15,000.00 by the city. Additionally, a covenant will be placed on the land requiring construction to be completed within 12 months of purchase. Forfeiture of the land back to the City may be a consideration if this requirement is not met.

The Development Review Committee and/or the City Council may reject proposals that are under the minimum amount, are incomplete, do not meet the minimum requirements or if the proposal is otherwise not acceptable.

Persons desiring more information regarding this Request for Proposals may contact the City of New Port Richey Code Enforcement Department, Police Department, 6739 Adams Street, New Port Richey, Florida 34652.

Dated this 14th and 21st day of February, 2024.
CITY OF NEW PORT RICHEY, FLORIDA
By Judy Meyers, CMC, City Clerk

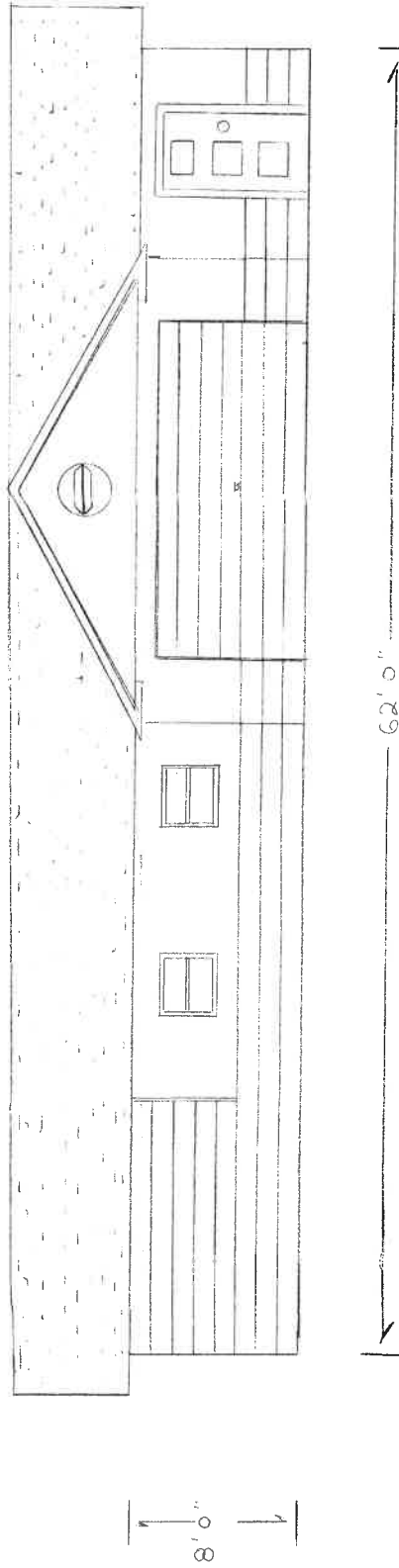
RFP24-010

Disposition of Real Property Located at: 5214 Idlewild St, New Port Richey, FL

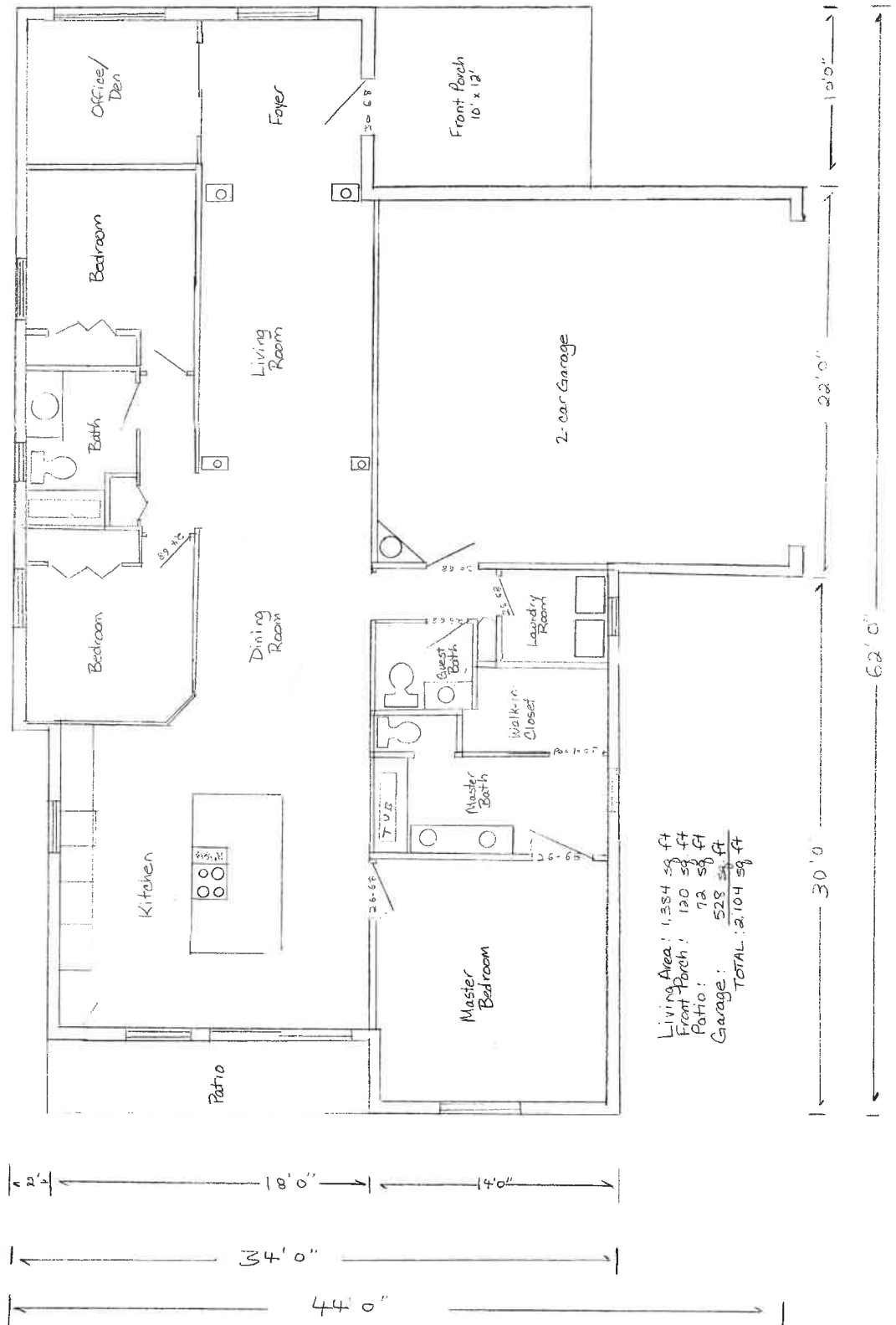
We have been building homes in the City of New Port Richey for many years and have always had a good reputation for quality work and satisfied customers. It is our intent to build a new concrete block home on the above lot within a year from the date the lot is transferred to us. The home we intend to build will meet all criteria and will be in the higher \$300,000.00 price range, bringing new tax revenue to the city. If we are the successful bidder, we will do an outstanding job for the City of New Port Richey. We have always had a good rapport with the building department and look forward to continuing to work with them in the future.

Our bid amount for this lot is \$50,250.00, with the understanding that we will be refunded \$15,000.00 if the Certificate of Occupancy is received within 12 months from the transfer of the property.

Sally Tulewold Street (Elevation)



5214 TOLSON BLVD
 Silver Spring



PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("**Agreement**") is entered into by and between Gary L. Blackwell Investments, Inc., a Florida Corporation, ("**Purchaser**"), or its permitted assigns as provided herein, and the City of New Port Richey, Florida, a Florida municipal corporation, ("**Seller**").

1. **Definitions.** The following capitalized terms in this Agreement shall have the following definitions:

1.1. "**Property**" means that certain real property located in Pasco County, Florida, legally described on Exhibit "A". (Parcel I.D. No. 09-26-16-019A-00000-1490).

1.2. "**Purchase Price**" means US Fifty Thousand Two Hundred Fifty and 00/100 Dollars (\$50,250.00).

1.3. "**Effective Date**" means the date that a copy of this Agreement, fully executed by Purchaser and Seller, is delivered to both Purchaser and Seller, and the Agreement is approved by the governing body of the Agency.

1.4. "**Escrow Agent**" and "**Title Company**" means First American Title Insurance Company, through its agent Booth & Cook, 7510 Ridge Road, Port Richey, Florida 34668.

1.5. "**Deposit**" or "**Deposits**" means an initial amount of \$2,500.00, plus any other amounts designated as a Deposit or Deposits in this Agreement. The parties shall execute the Escrow Agreement attached hereto as Exhibit "B".

1.6. "**Closing Date**" means the date which is thirty (30) days after all Permits are obtained (described below) subject to the Permits Contingency Period.

1.7. "**Transaction**" means the purchase and sale of the Property pursuant to this Agreement.

2. **Purchase and Sale.** Purchaser hereby agrees to buy, and Seller hereby agrees to sell, the Property on the terms of this Agreement, and subject to the conditions in this Agreement.

3. **Purchase Price.** The Purchase Price shall be payable in full at Closing. All payments from Purchaser shall be via wire transfer of collected federal funds. This Transaction is for a "Cash Sale" with no finance contingency of any kind.

4. **Title Policy.**

4.1. Within fifteen (15) business days after the Effective Date, Seller shall order from the Title Company a commitment ("**Title Commitment**") for the issuance of an ALTA Owner's Title Policy ("**Title Policy**") at Closing to Purchaser. The Title Company shall be instructed to deliver a copy of the Title Commitment and copies of exceptions to Purchaser, Seller, and their counsel. Purchaser shall give Seller written notice ("**Purchaser's Title Notice**") on or before the expiration of twenty (20) days after receipt of the Title Commitment and exception documents as to whether the condition of title as set forth in the Title Commitment and/or any survey is or is not satisfactory, in Purchaser's sole discretion. In the event that the condition of title is not acceptable, Purchaser shall specify and set forth each of such objections ("**Objections**") in the Purchaser's Title Notice. Seller shall notify Purchaser in writing ("**Seller's Title Response**") within ten (10) days of receipt of Purchaser's Title Notice as to which Objections that Seller will not remove as of the Closing Date ("**Remaining Objections**"). If there are any Remaining Objections, Purchaser may, at its option by written notice within five (5) days after Seller's Title Response (or lack of response within such time frame), (i) accept title subject to the Remaining Objections, in which event the Remaining Objections shall be deemed to be waived for all purposes, or (ii) terminate this Agreement, in which event any Deposits paid shall be immediately refunded to Purchaser. Notwithstanding any of the provisions of this Section 4.1 to the contrary, if Purchaser fails to notify Seller that the condition of title as set forth in the Title Commitment and/or any survey is or is not acceptable within the time set forth herein,

the parties hereby agree that the condition of title shall be deemed acceptable. Any exceptions permitted on the Title Policy pursuant to this Section 4.1 are referred to herein as **"Permitted Exceptions"**. If the Title Company subsequently updates the Title Commitment with additional exceptions to title, the provisions for Purchaser's Title Notice and Seller's Title Response shall be reinstated with respect to the additional exceptions, with the Purchaser's Title Notice regarding the additional exceptions being due five (5) business days after the date that Purchaser receives the updated Title Commitment.

5. **The Closing and the Closing Date.** The sale and purchase of the Property shall be consummated at a Closing to be held on the Closing Date at the offices of the Title Company. Purchaser may select an earlier Closing Date upon at least five (5) business days' written notice to Seller. Neither party need be physically present at the Closing. As used in this Agreement, the term **"Closing"** shall mean the date all of the documents necessary to transfer title to Purchaser are sent for recording with the appropriate County Clerk, and the sales proceeds are available to Seller. Title to and possession of the Property shall transfer to Purchaser at Closing.

6. **Seller's Obligations at the Closing.** At the Closing, Seller shall do the following, through Escrow Agent:

6.1. Execute and deliver to Purchaser and the Title Company:

6.1.1. A special/limited warranty deed (the **"Deed"**) conveying to Purchaser fee simple title to the Real Property and Improvements;

6.1.2. A FIRPTA Affidavit; and

6.1.3. All other agreements to be executed by Seller as specified herein.

6.2. Execute and deliver to the Title Company an affidavit of no liens as the Title Company may reasonably require so as to enable the Title Company to issue the Title Policy in accordance with this Agreement; and

6.3. Execute and deliver to Purchaser such additional documents as are necessary to carry out the provisions of this Agreement.

7. **Purchaser's Obligations at the Closing.** At the Closing, Purchaser shall do the following, through Escrow Agent:

7.1. Deliver to Seller the Purchase Price;

7.2. Execute and deliver to Seller the Development Agreement in the form attached hereto as Exhibit "C"; and

7.3. Execute and deliver to Seller such additional documents as are necessary to carry out the provisions of this Agreement.

8. **Representations and Warranties of Seller.** Seller represents and warrants to Purchaser the following:

8.1. The execution and delivery of, and the performance by Seller of its obligations under this Agreement will not contravene, or constitute a default under, any provision of applicable law or regulation or any agreement, judgment, injunction, order, decree or other instrument binding upon Seller or to which the Property is subject.

8.2. Seller has not received any written notice of any pending judicial, municipal or administrative proceedings affecting the Property, including, without limitation, proceedings for or involving condemnation, eminent domain, or environmental violations.

8.3. At all times prior to closing contemplated by this Agreement, Seller and all of its respective Affiliates: (i) shall not be a Prohibited Person; and (ii) shall be in full compliance with all applicable orders, rules, regulations and recommendations promulgated under or in connection with United States Presidential Executive Order 13224 (**"Executive Order"**) and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (**"Patriot Act"**). The term **"Prohibited Person"** shall mean any person or entity which meets any of the following criteria:

8.3.1. A person or entity listed in the Annex to, or otherwise subject to the provisions of, the Executive Order.

8.3.2. A person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed to the Annex to, or is otherwise subject to the provisions of, the Executive Order.

8.3.3. A person or entity with whom a party is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including the Executive Order.

8.3.4. A person or entity that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order.

8.3.5. A person or entity that is named as a "specially designated national and blocked person" on the most current list (**"List"**) published by the U.S. Department of the Treasury, Office of Foreign Assets Control at its official website (www.ustreas.gov/ofac) or at any replacement website or other replacement official publication of such list.

8.3.6. A person or entity who is an Affiliate of a person or entity listed in this Section.

8.4. If, after the Effective Date, any event occurs or condition arises that renders any of the Seller's representations and warranties in this Section untrue or misleading in any material respect, and Seller has actual knowledge of the same, Seller shall promptly notify Purchaser in writing of such event or condition. In no event shall Seller be liable to Purchaser for, or be deemed to be in default hereunder by reason of, any breach of representation or warranty which results from any change that (i) occurs between the Effective Date and the date of Closing and (ii) is expressly permitted under the terms of this Agreement or is beyond the reasonable control of Seller to prevent. If a notice from Seller pursuant to this Section indicates any material adverse change in the representations and warranties made by Seller, Purchaser shall have the right to terminate this Agreement by written notice to Seller within ten (10) days after Seller's notice, in which event the Deposits paid shall be immediately refunded to Purchaser. If Purchaser does not terminate this Agreement within such time period, Purchaser's termination right in this Section shall lapse.

8.5. Notwithstanding the foregoing, to the extent that Purchaser obtains knowledge prior to Closing that any of Seller's representations or warranties were untrue when made, or if Seller has delivered or made available to Purchaser information with respect to the Property at any time prior to the Closing Date, and such information is inconsistent with any of the representations and warranties herein and/or indicate that any such representations or warranties were not true when made or will not be true as of the Closing Date, Purchaser shall be deemed to have knowledge of such misrepresentation, and in the event Seller fails to cure such misrepresentation within ten (10) days after receipt of notice from Purchaser, Purchaser's sole remedy as a result thereof shall be to terminate this Agreement, in which event the Deposits paid shall be immediately refunded to Purchaser, and if, notwithstanding such breach of a representation or warranty, Purchaser elects to close the Transaction, Purchaser shall be deemed to have waived its rights with respect to such breach of a representation or warranty, and Seller's representation or warranty shall be deemed amended so as to be true and correct, and Purchaser shall be deemed to have no claim for any breach based thereon following the Closing.

9. **Representations and Warranties of Purchaser.** Purchaser represents and warrants to Seller the following:

9.1. Purchaser is duly formed, validly existing and in good standing under the laws of the State of its formation and has all requisite powers and all material governmental licenses, authorizations, consents and approvals to enter into and perform its obligations hereunder and under any document or instrument required to be executed and delivered on behalf of Purchaser hereunder.

9.2. This Agreement has been duly authorized by all necessary action on the part of Purchaser, has been duly executed and delivered by Purchaser, constitutes the valid and binding agreement of Purchaser and is enforceable in accordance with its terms. The person executing this Agreement on behalf of Purchaser has the authority to do so.

9.3. The execution and delivery of, and the performance by Purchaser of its obligations under this Agreement will not contravene, or constitute a default under, any provision of applicable law or regulation or any agreement, judgment, injunction, order, decree or other instrument binding upon Purchaser.

9.4. At all times prior to Closing contemplated by this Agreement, Purchaser and all of its respective Affiliates: (i) shall not be a Prohibited Person; and (ii) shall be in full compliance with all applicable orders, rules, regulations and recommendations promulgated under or in connection with the Executive Order and the Patriot Act. A Prohibited Person shall be defined as provided elsewhere in this Agreement.

10. **Survival.**

10.1. Any claim for a breach of such representations and warranties shall survive for one year after the Closing Date. Any claim for a breach of representation or warranty set forth in this Agreement shall be barred and shall lapse unless a claim is made in writing, with a description of the claim made, on or before the first anniversary of the Closing Date.

10.2. All other provisions of this Agreement shall be deemed merged into or waived by the instruments of Closing, except for those provisions that specifically state that they survive Closing or termination (each a ***"Surviving Provision"***). If a Surviving Provision states that it survives for a limited period of time, that Surviving Provision shall survive only for the limited time specified. Any claim made in connection with a Surviving Provision shall be barred and shall lapse unless a claim is made in writing, with a description of the claim made, on or before the limited time specified in such Surviving Provision.

11. **Purchaser's Defaults; Seller's Remedies.** In the event of a breach by Purchaser of its pre-Closing or Closing obligations under this Agreement, which breach is not cured within ten (10) days after written notice of default from Seller specifying the breach (provided, however, that no such cure period shall apply for a breach of the obligation to close by the Closing Date), Seller's sole remedy shall be to retain the Deposit. After Closing, in the event of a breach by Purchaser of its obligations under any Surviving Provisions, Seller may exercise any rights and remedies available at law or in equity.

12. **Seller's Defaults; Purchaser's Remedies.** In the event of a breach by Seller of its pre-Closing or Closing obligations under this Agreement, which breach is not cured within ten (10) days after written notice of default from Purchaser specifying the breach (provided, however, that no such cure period shall apply for a breach of the obligation to close by the Closing Date), Purchaser may elect only one of the following two remedies: (a) terminate this Agreement, in which event the Deposits paid shall be immediately refunded to Purchaser; or (b) enforce specific performance of this Agreement against Seller; In order for Purchaser to elect and pursue the remedy of specific performance, Purchaser must commence and file such action within ninety (90) days after the scheduled Closing Date. After Closing, in the event of a breach by Seller of its obligations under any Surviving Provisions, Purchaser may exercise any rights and remedies available at law or in equity.

13. **Closing Costs.** Costs of closing the Transaction shall be allocated between Seller and Purchaser as follows:

13.1. Seller shall pay (i) documentary stamps on the deed, (ii) the premium for the owner's Title Policy, and any endorsements; (iii) the cost of recording the Deed, and (iv) any escrow fees of the Escrow Agent; and

13.2. Purchaser shall pay all costs and expenses allocated to Purchaser pursuant to the terms of this Agreement.

14. **Proration of Income and Expenses.** At Closing, the following items shall be paid or adjusted or prorated between Seller and Purchaser as specified, as of the Closing Date, with the day of Closing being for Purchaser's account:

14.1. *Ad valorem* and similar taxes, and assessments for the then current tax year relating to the Property shall be prorated as of the Closing Date, assuming the maximum available discount. If the Closing shall occur before the tax rate is fixed for the then current year, the proration of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation. Subsequent to the Closing, when the tax rate is fixed for the year in which the Closing occurs, Seller and Purchaser agree to adjust the proration of taxes and, if necessary, to refund or pay, as the case may be, on or before January 1 of the year following the Closing, an amount necessary to effect such adjustments.

15. **As-Is Purchase.** Purchaser is an experienced commercial real estate owner and shall rely solely upon its own evaluation and investigation of the condition and all aspects of the Property. Purchaser acknowledges that this Agreement grants to Purchaser every opportunity which Purchaser may need to fully evaluate the condition and all aspects of the Property. Purchaser has asked for, and has obtained in this Agreement, disclosure of information and documents regarding the Property which are in Seller's possession or control. This does not reduce Purchaser's duty to fully evaluate the Property on its own. Accordingly, except to the extent of the Seller's representations and warranties in this Agreement, Purchaser acknowledges that it is not relying upon any representations of Seller as to any matter related to Property, its condition, or its suitability for Purchaser's intended use. At Closing, Purchaser shall be deemed to accept the Property "as is" in all respects. Purchaser specifically acknowledges that it has had an opportunity to fully inspect and evaluate the Property prior to entering into this Agreement, and intends to be fully bound to complete the Transaction, subject only to the provisions contained in this Agreement.

16. **Brokerage Commissions.** Seller shall indemnify Purchaser against, and hold Purchaser harmless from, any and all claims (and all expenses incurred in defending any such claims or in enforcing this indemnity, including attorneys' fees and court costs) by any broker or finder for a real estate commission or similar fee arising out of or in any way connected with any claimed relationship between such broker or finder and Seller. Purchaser shall indemnify Seller against, and hold Seller harmless from, any and all claims (and all expenses incurred in defending any such claims or in enforcing this indemnity, including attorneys' fees and court costs) by any broker or finder for a real estate commission or similar fee arising out of or in any way connected with any claimed relationship between such broker or finder and Purchaser. The provisions of this Section shall survive the Closing or the termination of this Agreement without time limitation.

17. **Miscellaneous.**

17.1. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement embodies and constitutes the entire understanding between the parties with respect to the Transaction. No provision hereof may be waived, modified, or amended except by an instrument in writing signed by Purchaser and Seller. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. A facsimile, scanned, or other copy of a signed version of this Agreement has the same effect as an original. Delivery by electronic transmission such as email, download or facsimile shall be deemed effective delivery.

17.2. Any notice, request, demand, instruction or other document required or permitted to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally, or by overnight express courier, or by email, or by facsimile transmission, and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, or by email, or by confirmed facsimile, or via overnight express courier. (If a fax number listed below is inaccurate or is not working, then the date that a notice is required to be delivered shall be extended by one day.) A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to Purchaser:

Gary L. Blackwell Investments, Inc.
6915 SR 54
New Port Richey, FL 34653
Email: Blackwellinvestments@tampbay.rr.com
Vickiclark19@yahoo.com
Fax: 727-849-6727

If to Seller:

City of New Port Richey, Florida
City Manager
5919 Main Street
New Port Richey, FL 34652
Email: mannsd@cityofnewportrichey.org
Office: 727-853-1016
Fax: 727-853-1023

If to Escrow Agent:

Steve Booth
Booth & Cook, P.A.
7510 Ridge Road
Port Richey, Florida 34668
Email: steve@boothcook.com
Office: (727) 842-9105
Fax. No. (727) 848-7601

17.3. In any legal proceeding arising in connection with this Agreement (including without limitation any arbitration and appellate proceedings as well as any bankruptcy, reorganization, liquidation, receivership or similar proceeding) the substantially non-prevailing party agrees to pay to the substantially prevailing party all reasonable costs and expenses, including attorneys' fees and other legal costs, expended or incurred by the substantially prevailing party in connection therewith (whether incurred before, during, or subsequent to any such action or proceeding).

17.4. If at any time prior to the Closing Date, there shall be a taking by eminent domain proceedings or the commencement of any such proceedings, with respect to the Property, Seller shall promptly give written notice thereof to Purchaser. Purchaser shall have the right, at Purchaser's sole option, to terminate this Agreement by giving written notice to Seller within thirty (30) days after Purchaser receives written notice of such proceedings, in which event the Deposits paid shall be immediately returned to Purchaser, and neither party hereto shall have any further duties, obligations or liabilities to the other, except as specifically provided herein. If Purchaser does not so terminate this Agreement, the Purchase Price for the Property shall be reduced by the total of any awards or other proceeds received by Seller (directly or indirectly) with respect to any such taking, and at the Closing Seller, shall assign to Purchaser all rights of Seller in and to any awards or other proceeds payable by reason of any taking.

17.5. Purchaser shall have the right to assign this Agreement to an Affiliate of Purchaser or the principals of Purchaser, upon written notice to Seller at least five (5) days prior to the Closing Date; provided, however, that any such assignment shall not release the original Purchaser from any obligation or liability under this Agreement arising before or after Closing, including without limitation Surviving Provisions. No other assignment of this Agreement by Purchaser is permitted.

17.6. This Agreement has been submitted to the scrutiny of all parties hereto and their counsel, if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel.

17.7. The parties acknowledge that time is of the essence for each time and date specifically set forth in this Agreement. In computing any period of time pursuant to this Agreement, if the final day of a period, act or event falls on a day which is not a business day, then such final day shall be postponed until the next business day, but the commencement date of the time periods based on such final day shall not be postponed. A business day shall mean Monday through Friday, excluding days designated as a postal holiday by the United States Postal Service.

17.8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict or choice of laws rules.

17.9. As used in this Agreement, **"Affiliate"** means, as to any person or entity: (a) any other person or entity that, directly or indirectly, is in control of, is controlled by or is under common control with such person or entity; or (b) is a director, officer, shareholder, partner, member or associate of such person or entity, or of an Affiliate of such person or entity. **"Control"** means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise.

17.10. Neither this Agreement, nor any part thereof, nor any memorandum thereof may be recorded. Recording of any such document by, or at the direction of Purchaser, shall be a material default by Purchaser under this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and had their seals affixed.

PURCHASER:

Gary L. Blackwell Investments, Inc.

By: _____
Gary L. Blackwell, As President

Date

Attest:

By: _____
Judy Meyers, as City Clerk

SELLER:

City of New Port Richey, Florida

By: _____
Debbie L. Manns, As City Manager

Date

Approved as to form:

By: _____
Timothy P. Driscoll, as City Attorney

EXHIBIT "A"

Legal Description of Property

Lot 149 and the South 50 feet of Lot 150 of Tanglewood terrace Unit One, according to the map or plat thereof recorded in Plat Book 10, Page 124 of the Public Records of Pasco County, Florida.

EXHIBIT "B"

ESCROW AGREEMENT

This Escrow Agreement is entered into by and among Gary L. Blackwell Investments, Inc. ("**Purchaser**"), City of New Port Richey, Florida ("**Seller**"), and Booth & Cook, P.A. ("**Escrow Agent**");

1. Purchaser and Seller have entered into a Purchase and Sale Agreement with an Effective Date of _____, 2024 (the "**PSA**") for the purchase and sale of certain real property legally described therein ("**Property**"). All terms not defined in this Escrow Agreement shall have the meaning set forth in the PSA.

2. Pursuant to the provisions of the PSA, Seller and Purchaser have requested that Escrow Agent act as escrow agent under the PSA, and Purchaser will tender good funds to Escrow Agent in the initial amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) as a Deposit under the PSA. All amounts designated as a Deposit or Deposits under the PSA shall collectively hereinafter be referred to as the "**Deposit**".

3. All Deposits paid shall be held in a non-interest bearing account with the Escrow Agent,. The wire transfer instructions for Escrow Agent are set forth below.

4. If either party gives written notice to Escrow Agent demanding payment of the Deposit, Escrow Agent shall give prompt written notice to the other party of such demand. If Escrow Agent does not receive written notice of objection from such other party to the proposed payment within ten (10) days after the giving of such written notice, Escrow Agent is hereby authorized and directed to make such payment. If Escrow Agent does receive written notice of objection within such 10 day period or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold such amount until otherwise directed by written notice from all parties to this Agreement or a final, non-appealable judgment, order or decree of a court.

5. It is agreed that the duties of Escrow Agent are only such as are herein specifically provided, being purely ministerial in nature, and that Escrow Agent shall incur no liability whatever except for willful misconduct or gross negligence, so long as Escrow Agent has acted in good faith. Seller and Purchaser release Escrow Agent from any act done or omitted to be done by Escrow Agent in good faith in the performance of Escrow Agent's duties hereunder.

6. Escrow Agent shall be under no responsibility with respect to any Deposit placed with it other than faithfully to follow the instructions herein contained. Escrow Agent may consult with counsel and shall be fully protected in any actions taken in good faith, in accordance with counsel's advice. Escrow Agent shall not be required to defend any legal proceedings which may be instituted against Escrow Agent in respect to the subject matter of these instructions unless requested to do so by Seller and Purchaser and indemnified to the satisfaction of Escrow Agent against the cost and expense of such defense. Escrow Agent shall not be required to institute legal proceedings of any kind. Escrow Agent shall have no responsibility for the genuineness or validity of any document or other item deposited with Escrow Agent, and shall be fully protected in acting in accordance with any written instructions given to Escrow Agent hereunder and believed by Escrow Agent to have been signed by the proper parties.

7. Escrow Agent assumes no liability hereunder except that of a stakeholder. If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit, or as to whom the Deposit is to be delivered, Escrow Agent will not be obligated to make any delivery of the Deposit, but in such event may hold the Deposit until receipt by Escrow Agent of an authorization in writing signed by all of the persons having an interest in such dispute, directing the disposition of the sum, or in the absence of such authorization, Escrow Agent may hold the Deposit until the final determination of the rights of the parties in an appropriate proceeding. However, Escrow Agent shall have the right at any time, but is not required, to bring an appropriate action or proceeding for leave to place the Deposit with the court, pending such determination. Once Escrow Agent has tendered into the registry or custody of any court of competent jurisdiction all money and/or property in its possession under this Escrow Agreement, or has made delivery

of the Deposit in any other manner provided for herein, Escrow Agent shall be discharged from all duties and shall have no further liability hereunder as Escrow Agent. In the event Escrow Agent exercises its rights under this paragraph, (i) all costs incurred by Escrow Agent (including but not limited to attorneys' fees) shall be borne equally by Seller and Purchaser, and (ii) all obligations of Escrow Agent under the PSA and/or this Escrow Agreement shall terminate (except for liability of Escrow Agent for willful misconduct and/or gross negligence). Escrow Agent shall be entitled to represent Purchaser in any and all such proceedings. Seller acknowledges that Escrow Agent is the law firm which has represented Purchaser in connection with the Transaction and Seller consents to such continued representation, including representation of Purchaser in any dispute which may arise in connection with this Escrow Agreement, the Transaction, or matters related to any of the foregoing.

8. All costs incurred by Escrow Agent as escrow agent under the PSA and/or this Escrow Agreement (except costs or liabilities arising from Escrow Agent's willful misconduct and/or gross negligence) shall be borne by Purchaser, and each party agrees to indemnify and hold harmless Escrow Agent to the extent of such party's respective liability for any loss, costs, claim against Escrow Agent as escrow agent under the PSA and/or this Escrow Agreement (except for Escrow Agent's willful misconduct and/or gross negligence).

9. This Escrow Agreement may be executed in several counterparts and all so executed shall constitute one Escrow Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. Delivery by electronic transmission such as a facsimile, scanned, or other copy of a signed version of this Escrow Agreement has the same effect as delivery of an original.

10. This Escrow Agreement shall be governed by the laws of the state in which the Property is located.

11. Any notice, request, demand, instruction or other document required or permitted to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally, or by overnight express courier, or by email, or by facsimile transmission, and addressed to the parties at their respective addresses set forth in the PSA, and the same shall be effective upon receipt if delivered personally, or by email, or by confirmed facsimile, or via overnight express courier. (If a fax number listed below is inaccurate or is not working, then the date that a notice is required to be delivered shall be extended by one day.) A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

[Signatures on following page]

Executed as of _____, 2024.

SELLER:

CITY OF NEW PORT RICHEY, FLORIDA

PURCHASER:

GARY L. BLACKWELL INVESTMENTS, INC.

By: _____
Gary L. Blackwell, as President

By: _____
Debbie L. Manns, City Manager

ESCROW AGENT:

Booth & Cook, P.A.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ESCROW AGENT'S WIRING INSTRUCTIONS

ABA#:

BANK:

ACCOUNT #:

ACCOUNT NAME:

ACCOUNT HOLDER ADDRESS:

ESCROW AGENT CONTACT:

Name: _____
Tel #: _____

BANK CONTACT:

Name: _____
Tel #: _____

EXHIBIT "C"

Development Agreement

This agreement for development of property is made and entered into this _____ day of _____, 2024 by and between Gary L. Blackwell Investments, Inc. ("Developer"), and the City of New Port Richey, Florida, a Florida municipal corporation ("Agency/City").

Witnesseth:

Whereas, Developer wishes to develop housing ("Project") on property purchased from Agency, as more particularly described in the Exhibit "A" Request for Proposals attached hereto;

Whereas, Developer has submitted a bid to Agency for the purchase of the Property and such bid has been approved through the adoption of an Ordinance by Agency and by approval of a Purchase and Sale Agreement, all of which is dependent upon Developer completing the Project in accordance with this Agreement; and

Whereas, Agency and Developer are desirous of entering into this Agreement to effectuate the successful development of the Project and to set forth the respective duties and responsibilities of the parties pertaining to developing the Project.

Now therefore, in consideration of the mutual promises and covenants contained herein to fulfill the publicly identified and legitimate goals of economic redevelopment, the parties hereto agree as follows:

Article 1. Definitions

The terms defined in this agreement shall have the following meanings:

- 1.01 "Agency" or "City" means the City of New Port Richey, Florida.
- 1.02 "Agreement" means this Agreement for Development and Disposition of Property, including any Exhibits attached hereto, and any revisions to the Agreement or any of the Exhibits.
- 1.03 "Commencement Date" means the date which is ninety (90) days from the Effective Date.
- 1.04 "Completion Date" means the date one (1) year from the Commencement Date.
- 1.05 "Construction Period" means the period beginning on the Commencement Date and ending on the Completion Date.
- 1.06 "Effective Date" shall be the closing date of the purchase of the property by the Developer from the Agency.
- 1.07 "Force Majeure" means those conditions beyond the reasonable control of Developer which will excuse Developer's performance as defined in and subject to the conditions described in this Agreement.
- 1.08 "Project" means the redevelopment of the Property in accordance with the Project Plans.
- 1.09 "Proposal" means the Developer's proposal for redevelopment of the Project Site in accordance with the Plan as submitted by the Developer to Agency, in accordance with the Request for Proposals attached hereto as Exhibit "A":
- 1.10 "Property" means the real property described in Exhibit "B" attached hereto.

Article 2. Purpose

2.01 The purpose of this Agreement is to provide for the development of the Project on the Property in accordance with the Proposal in order to provide housing.

Article 3. Developer's Proposal.

3.01 Developer's proposal for the redevelopment of the Property is hereby found to be consistent with and to further the objectives of the Agency, and is hereby approved and accepted, subject to such changes and revisions as are contemplated by this Agreement.

Article 4. Developer's Obligations.

4.01 In consideration of the terms and obligations in this Agreement, Developer shall construct a single family home on the Property, having at least three (3) bedrooms, two (2) bathrooms and a one (1) car garage ("Project").

4.02 Developer shall submit complete Project Plans and apply for such building permits necessary to complete the Project as required by the City. Developer shall submit such construction plans and specifications to the City for review in accordance with the procedures prescribed in the City's Land Development Code.

4.03 Developer shall commence the Project by the Commencement Date by obtaining all required permits and having such labor and materials at the Property to commence the construction thereof.

4.04 Developer shall complete the Project by the Completion Date by completing the construction thereof and obtaining a Certificate of Occupance from the Agency.

Article 5. Agency's Obligations.

5.01 Agency shall review the Project Plans to determine if they meet the requirements of the Proposal and this Agreement.

5.02 Agency shall not be responsible for any error or omission thereon or failure of the Project Plans to comply with any building, zoning or other regulation of the City or other regulatory agency.

5.03 Within thirty (30) days of the completion of the Project by issuance of a Certificate of Occupancy by the Agency, so long as Developer has timely completed the Project within the Construction Period, Agency shall pay Developer the sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00).

Article 6. Representation, Warranties and Covenants of Developer.

6.01 Representations and Warranties. Developer represents and warrants to Agency that the following statements are presently true and accurate:

6.01.01 Developer is a validly existing corporation under the laws of the State of Florida has all requisite power and authority to carry on its business as now conducted, to own or hold property and to enter into and perform the obligations of this Agreement and each instrument to which it is or will be a party, and consents to service of process in Florida.

6.01.02 Each document in connection with the Project to which Developer is or will be a party has been authorized and will be executed and delivered by Developer, and neither the execution and delivery, nor compliance with the terms and provisions:

6.01.01.01 requires approval and consent of any other party, except as noted herein;

- 6.01.01.02 contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on Developer; or
- 6.01.01.03 results in any default of or creation of any lien on property of Developer.

6.01.02 Each document contemplated by this Agreement to which Developer will be a party will constitute a legal, valid, and binding obligation of Developer, enforceable against Developer in accordance with the terms thereof.

6.01.03 To the knowledge of Developer, there are no pending or threatened actions against Developer, or against any officer of Developer, which are likely to materially adversely affect the consummation of this transaction or the financial condition of Developer.

6.01.04 Developer has filed all federal, state, local and foreign tax returns which were required to be filed by Developer, and has paid all taxes due on such returns.

6.01.05 The chief place of business of Developer and where records are kept concerning the Project are in New Port Richey, Florida.

6.01.06 Developer is financially capable of carrying out all obligations and responsibilities in connection with the construction of the Project.

6.01.07 Covenants. Developer covenants with Agency that:

- 6.01.07.01 Developer shall use its best efforts to timely fulfill all the conditions herein, which are within the control of Developer or which are the responsibility of Developer to fulfill;
- 6.01.07.02 During the period the obligations of Developer are in effect, Developer shall cause to continue to be in effect those instruments, documents, certificates and events contemplated by this Agreement that are applicable to, and the responsibility of, Developer;
- 6.01.07.03 Developer shall assist and cooperate with Agency and shall use its best efforts to accomplish the development of the Project, in accordance with the Proposal, this Agreement, and the Project Plans and will not violate any applicable laws, ordinances, rules, regulations or orders; and
- 6.01.07.04 Developer shall pay any costs of construction of the Project.

Article 7. Default; Termination.

7.01 Default by Developer. There shall be an "event of default" by Developer on the occurrence of any one or more of the following:

7.01.01 Developer fails to comply with any material provision of this Agreement, or

7.01.02 Developer shall not have commenced construction of the Project by the Commencement Date or shall not have completed construction of the Project by the Completion Date.

7.02 Default by Agency. Provided Developer is not then in default under this Agreement, there shall be an "event of default" by Agency under this Agreement if Agency failed to perform or comply with any material provision of this Agreement applicable to it.

7.03 Remedies Upon Default. If a default occurs, a party may provide 30 days written notice to the defaulting party, and on expiration of such 30 day period, if such default has not been cured, the non-

defaulting party may terminate this Agreement, recover damages as applicable, or seek performance of this Agreement through the remedy of injunctive relief. The parties acknowledge that injunctive relief is an appropriate remedy as the quantification of damages may be impossible or impractical, and the non-defaulting party will suffer irreparable injury upon a breach of this Agreement. Each party in any litigation shall pay their own costs, including attorney's fees and other expenses which may be incurred.

7.04 Non-Action on Failure to Observe Provisions of this Agreement. The failure of Agency or Developer to promptly insist on strict performance of any terms, covenant, condition or provision of this Agreement, or any exhibit hereto or any other agreement contemplated hereby shall not be deemed a waiver of any right or remedy that Agency or Developer may have and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

Article 8. Force Majeure.

8.01 Force Majeure. Delays in performance due to: fire, flood earthquake, windstorm, or sinkhole, unavailability of materials, equipment or fuel; war, declarations of hostilities, terrorist act, civil strife, strike, labor dispute, or epidemic, archaeological excavation, act of terrorism or act of God shall be deemed events of Force Majeure and such delays shall be excused in the manner herein provided. If such party is delayed in any work pursuant to this Agreement for occurrence of an event of Force Majeure, the date for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days such party is delayed. The party seeking excuse based on Force Majeure shall give written notice of the delay, giving its anticipated duration. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party, except for the occurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

Article 9. Antidiscrimination.

9.01 There shall be no discrimination against or segregation of anyone on account of age, sex, race, color, marital status, sexual orientation, creed, national origin, ancestry or disability in the employment for the construction of the Project or in any sale or rental of any part of the Project.

Article 10. Miscellaneous.

10.01 Assignment by Developer. Prior to the Completion Date Developer may not sell, convey, assign, or otherwise transfer or dispose of any or all of its rights, title, and interest in and to the Project, or any duty or obligation of Developer pertaining to the Project, or any part thereof without prior written consent of Agency, which consent Agency shall not unreasonably withhold or delay.

10.02 Notices. All notices, demands, requests for approvals, or other communications required to be given by either party to the other in writing shall be deemed given on the date delivered in person or on the date emailed by registered or certified mail, postage prepaid, return receipt requested, and addressed:

To Developer:

Gary L. Blackwell Investments, Inc.
6915 SR 54
New Port Richey, FL 34653
Email: Blackwellinvestments@tampabay.rr.com
Vickiclarck19@yahoo.com

To Agency:

City Manager
City of New Port Richey, Florida
5919 Main Street
New Port Richey, FL 34652

With copy to:

Office of the City Attorney
5919 Main Street
New Port Richey, FL 34652

The address to which notice is to be sent may be changed by written notice. Until notice of change of address is received, a party may rely on the last address given. Notice shall be deemed given, if notice is by mail, on the date mailed to the address set forth above or as changed pursuant to this Section.

10.03 Invalid Provisions. If any provision of the Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and if the remainder can substantially be reasonably performed without material hardship, so as to accomplish the intent and the goals of the parties hereto.

10.04 Applicable Law and Construction. The laws of Florida shall govern this Agreement. This Agreement has been negotiated by Agency and Developer and shall not be deemed to have been prepared by either Agency or Developer, and each of them shall be deemed to have participated equally in the preparation hereof.

10.05 Submission to Jurisdiction.

10.05.01 Each party to this Agreement submits to the jurisdiction of the State of Florida, Pasco County and the courts thereof and to the jurisdiction of the United States District Court for the Middle District of Florida, for the purposes of any suit, action or other proceeding relating to this Agreement and agrees not to assert by way of a motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by such courts. Venue for any action arising under or in any way related to this Agreement shall lie exclusively in a court of competent jurisdiction in Pasco County, Florida or in the United States District Court for the Middle District of Florida.

10.05.02 If Developer has no officer, employee, or agent available for service of process as a resident of Florida, or if any permitted assignee thereof shall have no officer, employee, or agent available for service of process in Florida, Developer consents to service of process on its designated agent for and designates the Florida Secretary of State, its agent for the service of process in any court action between it and Agency, and such service shall be made as provided by the laws of the State of Florida for service on a non-resident; provided, however, that at the time of service on the Florida Secretary of State, a copy shall be mailed by prepaid, registered mail, return receipt requested, to the Developer at the address for notices.

10.06 Complete Agreement. This Agreement, and all of the terms and provisions contained herein, constitute the full and complete agreement between the parties, and supersedes and controls over all prior agreements, understandings, representations, and statements, whether written or oral, specifically including, but not limited to, the Proposal, made with regard to the matters addressed by this Agreement.

10.07 Captions. The section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement, or any part thereof.

10.08 Successors and Assigns. The terms Agency, City and Developer shall include their successor and assigns and all benefits and obligations shall inure to and bind such successors and assigns.

10.09 Holidays. Whenever a notice or performance under this Agreement is to be given on a Saturday, Sunday or legal holiday observed in the City, it shall be postponed to the next business day.

10.10 Developer Not Agent of Agency. Developer and any contractor hired by Developer are not individually or collectively an agent or contractor of Agency, and are not subject to nor required to comply with any laws, ordinances, regulations, orders or policies of or applicable to Agency applicable or relating to public works projects of Agency or contractors retained by Agency for such types of projects. Nothing

contained in this Agreement shall be constructed or deemed to name, designate or cause either directly or implicitly Developer, or any contractor thereof, to be an agent for Agency.

10.11 Public Purpose. This Agreement satisfies, fulfills, and is pursuant to and for a public purpose and municipal purpose and is in the public interest, and is a powers and authority under Florida law.

10.12 Technical Amendments. If due to minor inaccuracies herein, or changes resulting from technical matters arising during the term of this Agreement, the parties agree that changes may be made which do not change the substance of this Agreement. The Executive Director, or his or her designee, as to Agency, are authorized to approve such changes and are authorized to execute any required instruments or any exhibit attached hereto or any other agreement contemplated hereby.

10.13 Permits. The failure of this Agreement to address any particular permit, condition, term, or restriction shall not relieve Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

10.14 Successors and Assigns. This Agreement shall be binding upon, and the benefits of this Agreement shall insure to, all successors in interest and proper assignments of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and had their seals affixed.

DEVELOPER:

AGENCY:

Gary L. Blackwell Investments, Inc.

City of New Port Richey, Florida

By: _____
Gary L. Blackwell, As President

By: _____
Debbie L. Manns, As City Manager

Name (printed)

Attest:

Approved as to form:

By: _____
Judy Meyers, as City Clerk

By: _____
Timothy P. Driscoll, as City Attorney

DEVELOPMENT AGREEMENT

EXHIBIT "A"

REQUEST FOR PROPOSALS

DEVELOPMENT AGREEMENT

EXHIBIT "B"

LEGAL DESCRIPTION OF PROPERTY

Lot 149 and the South 50 feet of Lot 150 of Tanglewood terrace Unit One, according to the map or plat thereof recorded in Plat Book 10, Page 124 of the Public Records of Pasco County, Florida.



NEW PORT RICHEY

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

TO: City of New Port Richey City Council

FROM: Robert Kochen, Chief of Police

DATE: 6/4/2024

RE: Second Reading, Ordinance No. 2024-2299: Sale of Surplus Property RE: 5824 Louisiana Avenue

REQUEST:

The request for the City Council is to conduct a second and final reading of Ordinance 2024-2299 for the sale of the vacant lot at 5824 Louisiana Avenue to Richard A. Olsen, Troy R. Olsen and Vicki L. Clark in the amount of \$60,250.00 to construct a single-family home in accordance with the purchase and sale agreement.

DISCUSSION:

The city acquired this vacant property through foreclosure. A Request for Proposal (RFP) #24-012 was issued on February 5, 2024, to construct a single-family home. The minimum acceptable bid was \$40,000.00 with an available reimbursement of \$15,000.00 if the property receives a certificate of occupancy within 12 months of the sale. The sole proposal received was from Richard A. Olsen, Troy R. Olsen and Vicki L. Clark in the amount of \$60,250.00.

The goal of this surplus property sale is to increase home ownership and improve the quality of life in this area.

The Development Review Committee reviewed RFP #24-012 on March 28, 2024, and recommended approval of the sale.

The City Attorney reviewed ordinance 2024-2299 along with the purchase and sale agreement and approved them as to form.

RECOMMENDATION:

Staff recommends that the City Council approves Ordinance 2024-2299 for the sale of 5824 Louisiana Avenue to Richard A. Olsen, Troy R. Olsen and Vicki L. Clark in the amount of \$60,250.00 to construct a single-family home in accordance with the purchase and sale agreement.

BUDGET/FISCAL IMPACT:

Source of revenue (\$45,250.00) for use in City's Neighborhood Improvement Program.

ATTACHMENTS:

Description	Type
❑ Ordinance No. 2024-2299	Ordinance
❑ RFP 24-012	Backup Material
❑ Purchase and Sale Agreement - 5824 Louisiana Ave.	Backup Material

ORDINANCE NO. 2024-2299

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR THE SALE OF SURPLUS CITY PROPERTY; PROVIDING FOR THE SALE OF THE PROPERTY GENERALLY LOCATED AT 5824 LOUISIANA AVENUE, AS LEGALLY DESCRIBED BY PARCEL NUMBER HEREIN FOR THE PURCHASE PRICE OF \$60,250.00 TO RICHARD A. OLSEN, TROY R. OLSEN AND VICKI L. CLARK; PROVIDING AUTHORIZATION TO THE CITY MANAGER TO EXECUTE ALL DOCUMENTS IN ACCORDANCE HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Charter requires adoption of an ordinance prior to the conveyance of City property;

WHEREAS, the City Council has determined that the property described herein is surplus property with no anticipated use by the general public or the operations of the City; and

WHEREAS, the City Council has determined that this ordinance is adopted in the best interest of the health, safety and welfare of the citizens of the City.

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

Section 1. Sale Authorized. The sale of the following described property on the following terms is hereby approved, and the City Manager is hereby authorized to execute all documents deemed necessary consistent herewith:

1. Address of Property: 5824 Louisiana Ave
2. Legal Description of Property: Parcel ID: 08-26-16-0310-00000-0020
3. Purchaser: Richard A. Olsen, Troy R. Olsen and Vicki L. Clark
4. Purchase Price: \$60,250.00
5. Terms: Cash Sale

Section 2. Conditions. The development plans submitted with the purchaser's bid are hereby approved as a condition of the sale, and the City Manager is hereby authorized to implement the development of the property substantially as provided therein, including the entry into agreements deemed necessary therefor as determined by the City Manager, who shall be authorized to allow minor revisions to the development as deemed necessary.

Section 3. Effective Date. This ordinance shall take effect immediately upon its adoption as provided by law.

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

REQUEST FOR PROPOSALS

NOTICE OF DISPOSITION OF 0.36 ACRES OF REAL PROPERTY WITHIN THE CITY OF NEW PORT RICHEY LOCATED AT 5824 LOUISIANA AVE, NEW PORT RICHEY, FLORIDA

Notice is hereby given, that the City of New Port Richey, owner of real property, Pasco County Parcel No. 08-26-16-0310-00000-0020, is accepting sealed proposals from any person interested in developing a single-family home with the following minimums on this vacant parcel:

- (1) 1,500 sq. ft. of living area, with at least 3 bedrooms, 2 baths, and a 2-car garage,
- (2) A covered front porch of at least 120 sq. ft,
- (3) The rear yard enclosed with 6 ft vinyl fence,
- (4) Stucco or composite siding
- (5) Minimum landscaping equal to 1% of the total lot area,
- (6) Architectural features are preferred, but not required.

Interested parties are invited to submit a proposal that meets the conditions outlined in this Request for Proposals. Sealed proposals will be received until 2:00 P.M. on March 15, 2024 in the City Clerk's Office, Second Floor, City Hall, 5919 Main Street, New Port Richey, Florida, 34652. Each submission shall contain one (1) original and two (2) copies and must be clearly marked on the outside of the envelope with the parties'/firm's name and full address along with "RFP24-012 – DISPOSITION OF REAL PROPERTY LOCATED AT 5824 LOUISIANA AVE." Any proposals received after the above mentioned time will not be accepted under any circumstances.

Proposals must include:

- (1) the bid amount for the property
- (2) a narrative explaining the developer's intent for the property
- (3) a conceptual site plan
- (4) conceptual building floor plans
- (5) exterior façade elevation concepts
- (6) development timeline/schedule

The minimum acceptable bid is \$40,000.00. If a bid is awarded by the city, the prevailing party will have 12 months from the sale of the property to complete the project and receive a Certificate of Occupancy (C.O.) by the Building Official. If the party receives a C.O. within the 12-month period, they will be awarded a refund of \$15,000.00 by the city. Additionally, a covenant will be placed on the land requiring construction to be completed within 12 months of purchase. Forfeiture of the land back to the City may be a consideration if this requirement is not met.

The Development Review Committee and/or the City Council may reject proposals that are under the minimum amount, are incomplete, do not meet the minimum requirements or if the proposal is otherwise not acceptable.

Persons desiring more information regarding this Request for Proposals may contact the City of New Port Richey Code Enforcement Department, Police Department, 6739 Adams Street, New Port Richey, Florida 34652.

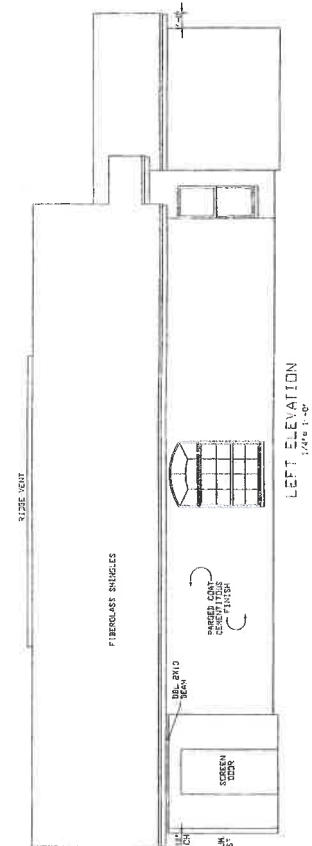
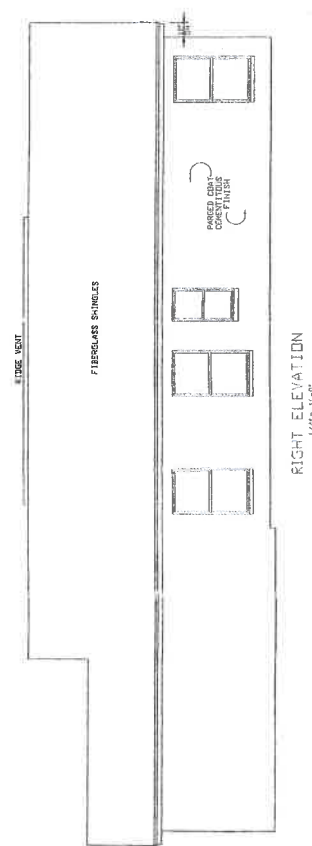
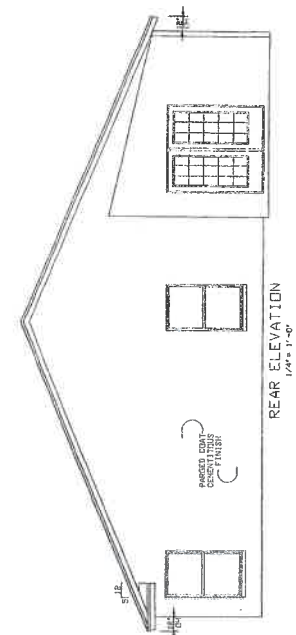
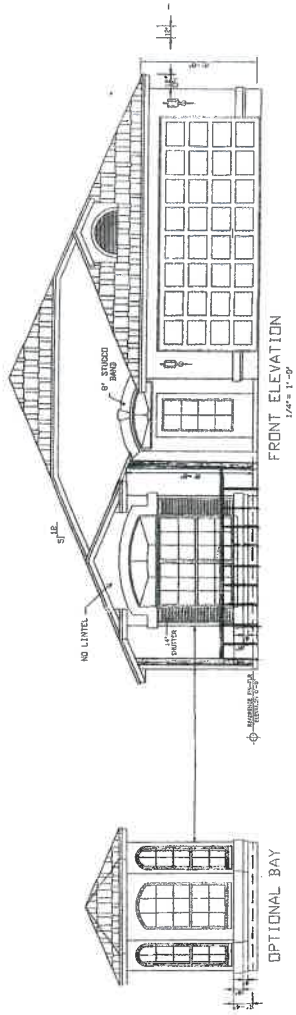
Dated this 14th and 21st day of February, 2024.
CITY OF NEW PORT RICHEY, FLORIDA
By Judy Meyers, CMC, City Clerk

RFP24-012

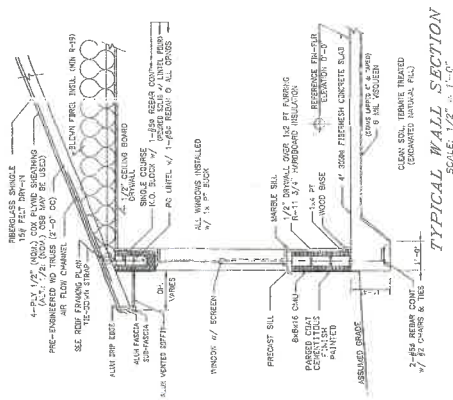
Disposition of Real Property Located at: 5824 Louisiana Ave, New Port Richey, FL

We have been building homes in the City of New Port Richey for many years and have always had a good reputation for quality work and satisfied customers. It is our intent to build a new concrete block home on the above lot within a year from the date the lot is transferred to us. The home we intend to build will meet all criteria and will be in the higher \$300,000.00 price range, bringing new tax revenue to the city. If we are the successful bidder, we will do an outstanding job for the City of New Port Richey. We have always had a good rapport with the building department and look forward to continuing to work with them in the future.

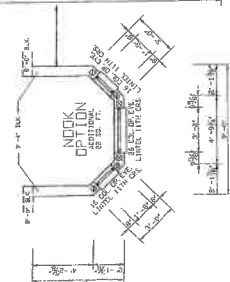
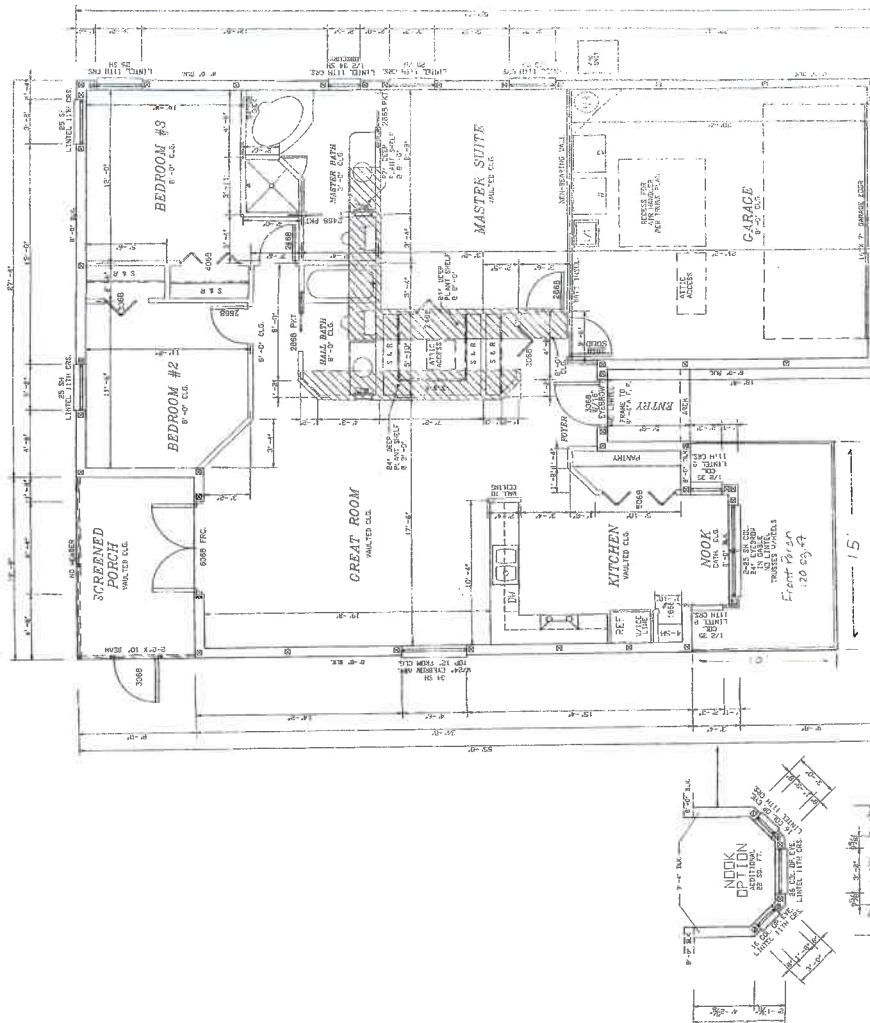
Our bid amount for this lot is \$60,250.00, with the understanding that we will be refunded \$15,000.00 if the Certificate of Occupancy is received within 12 months from the transfer of the property.



THE OWNER'S MATERIALS LISTING:
 1. ALL MATERIALS TO BE USED IN THIS PROJECT SHALL BE OF THE HIGHEST QUALITY AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
 2. ALL MATERIALS TO BE USED IN THIS PROJECT SHALL BE OF THE HIGHEST QUALITY AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
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 9. ALL MATERIALS TO BE USED IN THIS PROJECT SHALL BE OF THE HIGHEST QUALITY AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
 10. ALL MATERIALS TO BE USED IN THIS PROJECT SHALL BE OF THE HIGHEST QUALITY AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.



TYPICAL WALL SECTION
 SCALE: 1/2\"/>



LIVING 152' d
 GARAGE 420 d
 LANA 101 d
 FRONT PORCH 177 d

RESIDENCE FOR:
 5524 LEGGIANE AVE
 HALLSBURY, FL

DATE: 11-1-83
 REV: 1

FLOOR PLAN

WILLIAM K. KISH, ARCHITECT, INC.
 7225 BRADSHAW DR.
 FORT MYERS, FL 34613
 PHONE: 941-935-1111
 FAX: 941-935-1112

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("**Agreement**") is entered into by and between Richard A. Olsen, Troy R. Olsen and Vicki L. Clark, ("**Collectively Purchaser**"), or its permitted assigns as provided herein, and the City of New Port Richey, Florida, a Florida municipal corporation, ("**Seller**").

1. **Definitions.** The following capitalized terms in this Agreement shall have the following definitions:

1.1. "**Property**" means that certain real property located in Pasco County, Florida, legally described on Exhibit "A". (Parcel I.D. No. 08-26-16-0310-00000-0020).

1.2. "**Purchase Price**" means US Sixty Thousand Two Hundred Fifty and 00/100 Dollars (\$60,250.00).

1.3. "**Effective Date**" means the date that a copy of this Agreement, fully executed by Purchaser and Seller, is delivered to both Purchaser and Seller, and the Agreement is approved by the governing body of the Agency.

1.4. "**Escrow Agent**" and "**Title Company**" means First American Title Insurance Company, through its agent Booth & Cook, 7510 Ridge Road, Port Richey, Florida 34668.

1.5. "**Deposit**" or "**Deposits**" means an initial amount of \$2,500.00, plus any other amounts designated as a Deposit or Deposits in this Agreement. The parties shall execute the Escrow Agreement attached hereto as Exhibit "B".

1.6. "**Closing Date**" means the date which is thirty (30) days after all Permits are obtained (described below) subject to the Permits Contingency Period.

1.7. "**Transaction**" means the purchase and sale of the Property pursuant to this Agreement.

2. **Purchase and Sale.** Purchaser hereby agrees to buy, and Seller hereby agrees to sell, the Property on the terms of this Agreement, and subject to the conditions in this Agreement.

3. **Purchase Price.** The Purchase Price shall be payable in full at Closing. All payments from Purchaser shall be via wire transfer of collected federal funds. This Transaction is for a "Cash Sale" with no finance contingency of any kind.

4. **Title Policy.**

4.1. Within fifteen (15) business days after the Effective Date, Seller shall order from the Title Company a commitment ("**Title Commitment**") for the issuance of an ALTA Owner's Title Policy ("**Title Policy**") at Closing to Purchaser. The Title Company shall be instructed to deliver a copy of the Title Commitment and copies of exceptions to Purchaser, Seller, and their counsel. Purchaser shall give Seller written notice ("**Purchaser's Title Notice**") on or before the expiration of twenty (20) days after receipt of the Title Commitment and exception documents as to whether the condition of title as set forth in the Title Commitment and/or any survey is or is not satisfactory, in Purchaser's sole discretion. In the event that the condition of title is not acceptable, Purchaser shall specify and set forth each of such objections ("**Objections**") in the Purchaser's Title Notice. Seller shall notify Purchaser in writing ("**Seller's Title Response**") within ten (10) days of receipt of Purchaser's Title Notice as to which Objections that Seller will not remove as of the Closing Date ("**Remaining Objections**"). If there are any Remaining Objections, Purchaser may, at its option by written notice within five (5) days after Seller's Title Response (or lack of response within such time frame), (i) accept title subject to the Remaining Objections, in which event the Remaining Objections shall be deemed to be waived for all purposes, or (ii) terminate this Agreement, in which event any Deposits paid shall be immediately refunded to Purchaser. Notwithstanding any of the provisions of this Section 4.1 to the contrary, if Purchaser fails to notify Seller that the condition of title as set forth in the Title Commitment and/or any survey is or is not acceptable within the time set forth herein,

the parties hereby agree that the condition of title shall be deemed acceptable. Any exceptions permitted on the Title Policy pursuant to this Section 4.1 are referred to herein as **"Permitted Exceptions"**. If the Title Company subsequently updates the Title Commitment with additional exceptions to title, the provisions for Purchaser's Title Notice and Seller's Title Response shall be reinstated with respect to the additional exceptions, with the Purchaser's Title Notice regarding the additional exceptions being due five (5) business days after the date that Purchaser receives the updated Title Commitment.

5. **The Closing and the Closing Date.** The sale and purchase of the Property shall be consummated at a Closing to be held on the Closing Date at the offices of the Title Company. Purchaser may select an earlier Closing Date upon at least five (5) business days' written notice to Seller. Neither party need be physically present at the Closing. As used in this Agreement, the term **"Closing"** shall mean the date all of the documents necessary to transfer title to Purchaser are sent for recording with the appropriate County Clerk, and the sales proceeds are available to Seller. Title to and possession of the Property shall transfer to Purchaser at Closing.

6. **Seller's Obligations at the Closing.** At the Closing, Seller shall do the following, through Escrow Agent:

6.1. Execute and deliver to Purchaser and the Title Company:

6.1.1. A special/limited warranty deed (the **"Deed"**) conveying to Purchaser fee simple title to the Real Property and Improvements;

6.1.2. A FIRPTA Affidavit; and

6.1.3. All other agreements to be executed by Seller as specified herein.

6.2. Execute and deliver to the Title Company an affidavit of no liens as the Title Company may reasonably require so as to enable the Title Company to issue the Title Policy in accordance with this Agreement; and

6.3. Execute and deliver to Purchaser such additional documents as are necessary to carry out the provisions of this Agreement.

7. **Purchaser's Obligations at the Closing.** At the Closing, Purchaser shall do the following, through Escrow Agent:

7.1. Deliver to Seller the Purchase Price;

7.2. Execute and deliver to Seller the Development Agreement in the form attached hereto as Exhibit "C"; and

7.3. Execute and deliver to Seller such additional documents as are necessary to carry out the provisions of this Agreement.

8. **Representations and Warranties of Seller.** Seller represents and warrants to Purchaser the following:

8.1. The execution and delivery of, and the performance by Seller of its obligations under this Agreement will not contravene, or constitute a default under, any provision of applicable law or regulation or any agreement, judgment, injunction, order, decree or other instrument binding upon Seller or to which the Property is subject.

8.2. Seller has not received any written notice of any pending judicial, municipal or administrative proceedings affecting the Property, including, without limitation, proceedings for or involving condemnation, eminent domain, or environmental violations.

8.3. At all times prior to closing contemplated by this Agreement, Seller and all of its respective Affiliates: (i) shall not be a Prohibited Person; and (ii) shall be in full compliance with all applicable orders, rules, regulations and recommendations promulgated under or in connection with United States Presidential Executive Order 13224 (**"Executive Order"**) and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (**"Patriot Act"**). The term **"Prohibited Person"** shall mean any person or entity which meets any of the following criteria:

8.3.1. A person or entity listed in the Annex to, or otherwise subject to the provisions of, the Executive Order.

8.3.2. A person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed to the Annex to, or is otherwise subject to the provisions of, the Executive Order.

8.3.3. A person or entity with whom a party is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including the Executive Order.

8.3.4. A person or entity that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order.

8.3.5. A person or entity that is named as a "specially designated national and blocked person" on the most current list (**"List"**) published by the U.S. Department of the Treasury, Office of Foreign Assets Control at its official website (www.ustreas.gov/ofac) or at any replacement website or other replacement official publication of such list.

8.3.6. A person or entity who is an Affiliate of a person or entity listed in this Section.

8.4. If, after the Effective Date, any event occurs or condition arises that renders any of the Seller's representations and warranties in this Section untrue or misleading in any material respect, and Seller has actual knowledge of the same, Seller shall promptly notify Purchaser in writing of such event or condition. In no event shall Seller be liable to Purchaser for, or be deemed to be in default hereunder by reason of, any breach of representation or warranty which results from any change that (i) occurs between the Effective Date and the date of Closing and (ii) is expressly permitted under the terms of this Agreement or is beyond the reasonable control of Seller to prevent. If a notice from Seller pursuant to this Section indicates any material adverse change in the representations and warranties made by Seller, Purchaser shall have the right to terminate this Agreement by written notice to Seller within ten (10) days after Seller's notice, in which event the Deposits paid shall be immediately refunded to Purchaser. If Purchaser does not terminate this Agreement within such time period, Purchaser's termination right in this Section shall lapse.

8.5. Notwithstanding the foregoing, to the extent that Purchaser obtains knowledge prior to Closing that any of Seller's representations or warranties were untrue when made, or if Seller has delivered or made available to Purchaser information with respect to the Property at any time prior to the Closing Date, and such information is inconsistent with any of the representations and warranties herein and/or indicate that any such representations or warranties were not true when made or will not be true as of the Closing Date, Purchaser shall be deemed to have knowledge of such misrepresentation, and in the event Seller fails to cure such misrepresentation within ten (10) days after receipt of notice from Purchaser, Purchaser's sole remedy as a result thereof shall be to terminate this Agreement, in which event the Deposits paid shall be immediately refunded to Purchaser, and if, notwithstanding such breach of a representation or warranty, Purchaser elects to close the Transaction, Purchaser shall be deemed to have waived its rights with respect to such breach of a representation or warranty, and Seller's representation or warranty shall be deemed amended so as to be true and correct, and Purchaser shall be deemed to have no claim for any breach based thereon following the Closing.

9. **Representations and Warranties of Purchaser.** Purchaser represents and warrants to Seller the following:

9.1. Purchaser is duly formed, validly existing and in good standing under the laws of the State of its formation and has all requisite powers and all material governmental licenses, authorizations, consents and approvals to enter into and perform its obligations hereunder and under any document or instrument required to be executed and delivered on behalf of Purchaser hereunder.

9.2. This Agreement has been duly authorized by all necessary action on the part of Purchaser, has been duly executed and delivered by Purchaser, constitutes the valid and binding agreement of Purchaser and is enforceable in accordance with its terms. The person executing this Agreement on behalf of Purchaser has the authority to do so.

9.3. The execution and delivery of, and the performance by Purchaser of its obligations under this Agreement will not contravene, or constitute a default under, any provision of applicable law or regulation or any agreement, judgment, injunction, order, decree or other instrument binding upon Purchaser.

9.4. At all times prior to Closing contemplated by this Agreement, Purchaser and all of its respective Affiliates: (i) shall not be a Prohibited Person; and (ii) shall be in full compliance with all applicable orders, rules, regulations and recommendations promulgated under or in connection with the Executive Order and the Patriot Act. A Prohibited Person shall be defined as provided elsewhere in this Agreement.

10. **Survival.**

10.1. Any claim for a breach of such representations and warranties shall survive for one year after the Closing Date. Any claim for a breach of representation or warranty set forth in this Agreement shall be barred and shall lapse unless a claim is made in writing, with a description of the claim made, on or before the first anniversary of the Closing Date.

10.2. All other provisions of this Agreement shall be deemed merged into or waived by the instruments of Closing, except for those provisions that specifically state that they survive Closing or termination (each a "***Surviving Provision***"). If a Surviving Provision states that it survives for a limited period of time, that Surviving Provision shall survive only for the limited time specified. Any claim made in connection with a Surviving Provision shall be barred and shall lapse unless a claim is made in writing, with a description of the claim made, on or before the limited time specified in such Surviving Provision.

11. **Purchaser's Defaults; Seller's Remedies.** In the event of a breach by Purchaser of its pre-Closing or Closing obligations under this Agreement, which breach is not cured within ten (10) days after written notice of default from Seller specifying the breach (provided, however, that no such cure period shall apply for a breach of the obligation to close by the Closing Date), Seller's sole remedy shall be to retain the Deposit. After Closing, in the event of a breach by Purchaser of its obligations under any Surviving Provisions, Seller may exercise any rights and remedies available at law or in equity.

12. **Seller's Defaults; Purchaser's Remedies.** In the event of a breach by Seller of its pre-Closing or Closing obligations under this Agreement, which breach is not cured within ten (10) days after written notice of default from Purchaser specifying the breach (provided, however, that no such cure period shall apply for a breach of the obligation to close by the Closing Date), Purchaser may elect only one of the following two remedies: (a) terminate this Agreement, in which event the Deposits paid shall be immediately refunded to Purchaser; or (b) enforce specific performance of this Agreement against Seller; In order for Purchaser to elect and pursue the remedy of specific performance, Purchaser must commence and file such action within ninety (90) days after the scheduled Closing Date. After Closing, in the event of a breach by Seller of its obligations under any Surviving Provisions, Purchaser may exercise any rights and remedies available at law or in equity.

13. **Closing Costs.** Costs of closing the Transaction shall be allocated between Seller and Purchaser as follows:

13.1. Seller shall pay (i) documentary stamps on the deed, (ii) the premium for the owner's Title Policy, and any endorsements; (iii) the cost of recording the Deed, and (iv) any escrow fees of the Escrow Agent; and

13.2. Purchaser shall pay all costs and expenses allocated to Purchaser pursuant to the terms of this Agreement.

14. **Proration of Income and Expenses.** At Closing, the following items shall be paid or adjusted or prorated between Seller and Purchaser as specified, as of the Closing Date, with the day of Closing being for Purchaser's account:

14.1. *Ad valorem* and similar taxes, and assessments for the then current tax year relating to the Property shall be prorated as of the Closing Date, assuming the maximum available discount. If the Closing shall occur before the tax rate is fixed for the then current year, the proration of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation. Subsequent to the Closing, when the tax rate is fixed for the year in which the Closing occurs, Seller and Purchaser agree to adjust the proration of taxes and, if necessary, to refund or pay, as the case may be, on or before January 1 of the year following the Closing, an amount necessary to effect such adjustments.

15. **As-Is Purchase.** Purchaser is an experienced commercial real estate owner and shall rely solely upon its own evaluation and investigation of the condition and all aspects of the Property. Purchaser acknowledges that this Agreement grants to Purchaser every opportunity which Purchaser may need to fully evaluate the condition and all aspects of the Property. Purchaser has asked for, and has obtained in this Agreement, disclosure of information and documents regarding the Property which are in Seller's possession or control. This does not reduce Purchaser's duty to fully evaluate the Property on its own. Accordingly, except to the extent of the Seller's representations and warranties in this Agreement, Purchaser acknowledges that it is not relying upon any representations of Seller as to any matter related to Property, its condition, or its suitability for Purchaser's intended use. At Closing, Purchaser shall be deemed to accept the Property "as is" in all respects. Purchaser specifically acknowledges that it has had an opportunity to fully inspect and evaluate the Property prior to entering into this Agreement, and intends to be fully bound to complete the Transaction, subject only to the provisions contained in this Agreement.

16. **Brokerage Commissions.** Seller shall indemnify Purchaser against, and hold Purchaser harmless from, any and all claims (and all expenses incurred in defending any such claims or in enforcing this indemnity, including attorneys' fees and court costs) by any broker or finder for a real estate commission or similar fee arising out of or in any way connected with any claimed relationship between such broker or finder and Seller. Purchaser shall indemnify Seller against, and hold Seller harmless from, any and all claims (and all expenses incurred in defending any such claims or in enforcing this indemnity, including attorneys' fees and court costs) by any broker or finder for a real estate commission or similar fee arising out of or in any way connected with any claimed relationship between such broker or finder and Purchaser. The provisions of this Section shall survive the Closing or the termination of this Agreement without time limitation.

17. **Miscellaneous.**

17.1. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement embodies and constitutes the entire understanding between the parties with respect to the Transaction. No provision hereof may be waived, modified, or amended except by an instrument in writing signed by Purchaser and Seller. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. A facsimile, scanned, or other copy of a signed version of this Agreement has the same effect as an original. Delivery by electronic transmission such as email, download or facsimile shall be deemed effective delivery.

17.2. Any notice, request, demand, instruction or other document required or permitted to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally, or by overnight express courier, or by email, or by facsimile transmission, and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, or by email, or by confirmed facsimile, or via overnight express courier. (If a fax number listed below is inaccurate or is not working, then the date that a notice is required to be delivered shall be extended by one day.) A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to Purchaser:

Richard A. Olsen, Troy R. Olsen and Vicki L. Clark
Address: PO BOX 1720
New Port Richey FL 34656
Email: Olsonclassic@yahoo.com
Vickiclark19@yahoo.com
Fax: 727-849-6727

If to Seller:

City of New Port Richey, Florida
City Manager
5919 Main Street
New Port Richey, FL 34652
Email: mannsd@cityofnewportrichey.org
Office: 727-853-1016
Fax: 727-853-1023

If to Escrow Agent:

Steve Booth
Booth & Cook, P.A.
7510 Ridge Road
Port Richey, Florida 34668
Email: steve@boothcook.com
Office: (727) 842-9105
Fax. No. (727) 848-7601

17.3. In any legal proceeding arising in connection with this Agreement (including without limitation any arbitration and appellate proceedings as well as any bankruptcy, reorganization, liquidation, receivership or similar proceeding) the substantially non-prevailing party agrees to pay to the substantially prevailing party all reasonable costs and expenses, including attorneys' fees and other legal costs, expended or incurred by the substantially prevailing party in connection therewith (whether incurred before, during, or subsequent to any such action or proceeding).

17.4. If at any time prior to the Closing Date, there shall be a taking by eminent domain proceedings or the commencement of any such proceedings, with respect to the Property, Seller shall promptly give written notice thereof to Purchaser. Purchaser shall have the right, at Purchaser's sole option, to terminate this Agreement by giving written notice to Seller within thirty (30) days after Purchaser receives written notice of such proceedings, in which event the Deposits paid shall be immediately returned to Purchaser, and neither party hereto shall have any further duties, obligations or liabilities to the other, except as specifically provided herein. If Purchaser does not so terminate this Agreement, the Purchase Price for the Property shall be reduced by the total of any awards or other proceeds received by Seller (directly or indirectly) with respect to any such taking, and at the Closing Seller, shall assign to Purchaser all rights of Seller in and to any awards or other proceeds payable by reason of any taking.

17.5. Purchaser shall have the right to assign this Agreement to an Affiliate of Purchaser or the principals of Purchaser, upon written notice to Seller at least five (5) days prior to the Closing Date; provided, however, that any such assignment shall not release the original Purchaser from any obligation or liability under this Agreement arising before or after Closing, including without limitation Surviving Provisions. No other assignment of this Agreement by Purchaser is permitted.

17.6. This Agreement has been submitted to the scrutiny of all parties hereto and their counsel, if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel.

17.7. The parties acknowledge that time is of the essence for each time and date specifically set forth in this Agreement. In computing any period of time pursuant to this Agreement, if the final day of a period, act or event falls on a day which is not a business day, then such final day shall be postponed until the next business day, but the commencement date of the time periods based on such final day shall not be postponed. A business day shall mean Monday through Friday, excluding days designated as a postal holiday by the United States Postal Service.

17.8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict or choice of laws rules.

17.9. As used in this Agreement, "**Affiliate**" means, as to any person or entity: (a) any other person or entity that, directly or indirectly, is in control of, is controlled by or is under common control with such person or entity; or (b) is a director, officer, shareholder, partner, member or associate of such person or entity, or of an Affiliate of such person or entity. "**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise.

17.10. Neither this Agreement, nor any part thereof, nor any memorandum thereof may be recorded. Recording of any such document by, or at the direction of Purchaser, shall be a material default by Purchaser under this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and had their seals affixed.

PURCHASER:

Richard A. Olsen

Troy R. Olsen

Vicki L. Clark

Date

Attest:

By: _____
Judy Meyers, as City Clerk

SELLER:

City of New Port Richey, Florida

By: _____
Debbie L. Manns, As City Manager

Date

Approved as to form:

By: _____
Timothy P. Driscoll, as City Attorney

EXHIBIT "A"

Legal Description of Property

5842 Louisiana Avenue

Lot Two (2) RHEINLANDER SUBDIVISION, CITY OF NEW PORT RICHEY, according to the map or plat thereof as recorded in Plat Book 6, Page 123, Public Records of Pasco County, Florida; Less and Except the North 7 foot for Road Right-of-Way.

EXHIBIT "B"

ESCROW AGREEMENT

This Escrow Agreement is entered into by and among Richard A. Olsen, Troy R. Olsen and Vicki L. Clark ("**Collectively Purchaser**"), City of New Port Richey, Florida ("**Seller**"), and Booth & Cook, P.A. ("**Escrow Agent**"):

1. Purchaser and Seller have entered into a Purchase and Sale Agreement with an Effective Date of _____, 2024 (the "**PSA**") for the purchase and sale of certain real property legally described therein ("**Property**"). All terms not defined in this Escrow Agreement shall have the meaning set forth in the PSA.

2. Pursuant to the provisions of the PSA, Seller and Purchaser have requested that Escrow Agent act as escrow agent under the PSA, and Purchaser will tender good funds to Escrow Agent in the initial amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) as a Deposit under the PSA. All amounts designated as a Deposit or Deposits under the PSA shall collectively hereinafter be referred to as the "**Deposit**".

3. All Deposits paid shall be held in a non-interest bearing account with the Escrow Agent,. The wire transfer instructions for Escrow Agent are set forth below.

4. If either party gives written notice to Escrow Agent demanding payment of the Deposit, Escrow Agent shall give prompt written notice to the other party of such demand. If Escrow Agent does not receive written notice of objection from such other party to the proposed payment within ten (10) days after the giving of such written notice, Escrow Agent is hereby authorized and directed to make such payment. If Escrow Agent does receive written notice of objection within such 10 day period or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold such amount until otherwise directed by written notice from all parties to this Agreement or a final, non-appealable judgment, order or decree of a court.

5. It is agreed that the duties of Escrow Agent are only such as are herein specifically provided, being purely ministerial in nature, and that Escrow Agent shall incur no liability whatever except for willful misconduct or gross negligence, so long as Escrow Agent has acted in good faith. Seller and Purchaser release Escrow Agent from any act done or omitted to be done by Escrow Agent in good faith in the performance of Escrow Agent's duties hereunder.

6. Escrow Agent shall be under no responsibility with respect to any Deposit placed with it other than faithfully to follow the instructions herein contained. Escrow Agent may consult with counsel and shall be fully protected in any actions taken in good faith, in accordance with counsel's advice. Escrow Agent shall not be required to defend any legal proceedings which may be instituted against Escrow Agent in respect to the subject matter of these instructions unless requested to do so by Seller and Purchaser and indemnified to the satisfaction of Escrow Agent against the cost and expense of such defense. Escrow Agent shall not be required to institute legal proceedings of any kind. Escrow Agent shall have no responsibility for the genuineness or validity of any document or other item deposited with Escrow Agent, and shall be fully protected in acting in accordance with any written instructions given to Escrow Agent hereunder and believed by Escrow Agent to have been signed by the proper parties.

7. Escrow Agent assumes no liability hereunder except that of a stakeholder. If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit, or as to whom the Deposit is to be delivered, Escrow Agent will not be obligated to make any delivery of the Deposit, but in such event may hold the Deposit until receipt by Escrow Agent of an authorization in writing signed by all of the persons having an interest in such dispute, directing the disposition of the sum, or in the absence of such authorization, Escrow Agent may hold the Deposit until the final determination of the rights of the parties in an appropriate proceeding. However, Escrow Agent shall have the right at any time, but is not required, to bring an appropriate action or proceeding for leave to place the Deposit with the court, pending such determination. Once Escrow Agent has tendered into the registry or custody of any court of competent

jurisdiction all money and/or property in its possession under this Escrow Agreement, or has made delivery of the Deposit in any other manner provided for herein, Escrow Agent shall be discharged from all duties and shall have no further liability hereunder as Escrow Agent. In the event Escrow Agent exercises its rights under this paragraph, (i) all costs incurred by Escrow Agent (including but not limited to attorneys' fees) shall be borne equally by Seller and Purchaser, and (ii) all obligations of Escrow Agent under the PSA and/or this Escrow Agreement shall terminate (except for liability of Escrow Agent for willful misconduct and/or gross negligence). Escrow Agent shall be entitled to represent Purchaser in any and all such proceedings. Seller acknowledges that Escrow Agent is the law firm which has represented Purchaser in connection with the Transaction and Seller consents to such continued representation, including representation of Purchaser in any dispute which may arise in connection with this Escrow Agreement, the Transaction, or matters related to any of the foregoing.

8. All costs incurred by Escrow Agent as escrow agent under the PSA and/or this Escrow Agreement (except costs or liabilities arising from Escrow Agent's willful misconduct and/or gross negligence) shall be borne by Purchaser, and each party agrees to indemnify and hold harmless Escrow Agent to the extent of such party's respective liability for any loss, costs, claim against Escrow Agent as escrow agent under the PSA and/or this Escrow Agreement (except for Escrow Agent's willful misconduct and/or gross negligence).

9. This Escrow Agreement may be executed in several counterparts and all so executed shall constitute one Escrow Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. Delivery by electronic transmission such as a facsimile, scanned, or other copy of a signed version of this Escrow Agreement has the same effect as delivery of an original.

10. This Escrow Agreement shall be governed by the laws of the state in which the Property is located.

11. Any notice, request, demand, instruction or other document required or permitted to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally, or by overnight express courier, or by email, or by facsimile transmission, and addressed to the parties at their respective addresses set forth in the PSA, and the same shall be effective upon receipt if delivered personally, or by email, or by confirmed facsimile, or via overnight express courier. (If a fax number listed below is inaccurate or is not working, then the date that a notice is required to be delivered shall be extended by one day.) A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

[Signatures on following page]

Executed as of _____, 2024.

SELLER:

CITY OF NEW PORT RICHEY, FLORIDA

PURCHASER:

By: _____
Debbie L. Manns, City Manager

Richard A. Olsen

Troy R. Olsen

Vicki L. Clark

ESCROW AGENT:

Booth & Cook, P.A.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ESCROW AGENT'S WIRING INSTRUCTIONS

ABA#:

BANK:

ACCOUNT #:

ACCOUNT NAME:

ACCOUNT HOLDER ADDRESS:

ESCROW AGENT CONTACT:

Name: _____
Tel #: _____

BANK CONTACT:

Name: _____
Tel #: _____

EXHIBIT "C"

Development Agreement

This agreement for development of property is made and entered into this ____ day of _____, 2024 by and between Richard A. Olsen, Troy R. Olsen and Vicki L. Clark, ("Collectively Developer"), and the City of New Port Richey, Florida, a Florida municipal corporation ("Agency/City").

Witnesseth:

Whereas, Developer wishes to develop housing ("Project") on property purchased from Agency, as more particularly described in the Exhibit "A" Request for Proposals attached hereto;

Whereas, Developer has submitted a bid to Agency for the purchase of the Property and such bid has been approved through the adoption of an Ordinance by Agency and by approval of a Purchase and Sale Agreement, all of which is dependent upon Developer completing the Project in accordance with this Agreement; and

Whereas, Agency and Developer are desirous of entering into this Agreement to effectuate the successful development of the Project and to set forth the respective duties and responsibilities of the parties pertaining to developing the Project.

Now therefore, in consideration of the mutual promises and covenants contained herein to fulfill the publicly identified and legitimate goals of economic redevelopment, the parties hereto agree as follows:

Article 1. Definitions

The terms defined in this agreement shall have the following meanings:

- 1.01 "Agency" or "City" means the City of New Port Richey, Florida.
- 1.02 "Agreement" means this Agreement for Development and Disposition of Property, including any Exhibits attached hereto, and any revisions to the Agreement or any of the Exhibits.
- 1.03 "Commencement Date" means the date which is ninety (90) days from the Effective Date.
- 1.04 "Completion Date" means the date one (1) year from the Commencement Date.
- 1.05 "Construction Period" means the period beginning on the Commencement Date and ending on the Completion Date.
- 1.06 "Effective Date" shall be the closing date of the purchase of the property by the Developer from the Agency.
- 1.07 "Force Majeure" means those conditions beyond the reasonable control of Developer which will excuse Developer's performance as defined in and subject to the conditions described in this Agreement.

1.08 "Project" means the redevelopment of the Property in accordance with the Project Plans.

1.09 "Proposal" means the Developer's proposal for redevelopment of the Project Site in accordance with the Plan as submitted by the Developer to Agency, in accordance with the Request for Proposals attached hereto as Exhibit "A":

1.10 "Property" means the real property described in Exhibit "B" attached hereto.

Article 2. Purpose

2.01 The purpose of this Agreement is to provide for the development of the Project on the Property in accordance with the Proposal in order to provide housing.

Article 3. Developer's Proposal.

3.01 Developer's proposal for the redevelopment of the Property is hereby found to be consistent with and to further the objectives of the Agency, and is hereby approved and accepted, subject to such changes and revisions as are contemplated by this Agreement.

Article 4. Developer's Obligations.

4.01 In consideration of the terms and obligations in this Agreement, Developer shall construct a single family home on the Property, having at least three (3) bedrooms, two (2) bathrooms and a one (1) car garage ("Project").

4.02 Developer shall submit complete Project Plans and apply for such building permits necessary to complete the Project as required by the City. Developer shall submit such construction plans and specifications to the City for review in accordance with the procedures prescribed in the City's Land Development Code.

4.03 Developer shall commence the Project by the Commencement Date by obtaining all required permits and having such labor and materials at the Property to commence the construction thereof.

4.04 Developer shall complete the Project by the Completion Date by completing the construction thereof and obtaining a Certificate of Occupance from the Agency.

Article 5. Agency's Obligations.

5.01 Agency shall review the Project Plans to determine if they meet the requirements of the Proposal and this Agreement.

5.02 Agency shall not be responsible for any error or omission thereon or failure of the Project Plans to comply with any building, zoning or other regulation of the City or other regulatory agency.

5.03 Within thirty (30) days of the completion of the Project by issuance of a Certificate of Occupancy by the Agency, so long as Developer has timely completed the Project within the Construction Period, Agency shall pay Developer the sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00).

Article 6. Representation, Warranties and Covenants of Developer.

6.01 Representations and Warranties. Developer represents and warrants to Agency that the following statements are presently true and accurate:

6.01.01 Developer is a validly existing corporation under the laws of the State of Florida has all requisite power and authority to carry on its business as now conducted, to own or hold property

and to enter into and perform the obligations of this Agreement and each instrument to which it is or will be a party, and consents to service of process in Florida.

6.01.02 Each document in connection with the Project to which Developer is or will be a party has been authorized and will be executed and delivered by Developer, and neither the execution and delivery, nor compliance with the terms and provisions:

- 6.01.01.01 requires approval and consent of any other party, except as noted herein;
- 6.01.01.02 contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on Developer; or
- 6.01.01.03 results in any default of or creation of any lien on property of Developer.

6.01.02 Each document contemplated by this Agreement to which Developer will be a party will constitute a legal, valid, and binding obligation of Developer, enforceable against Developer in accordance with the terms thereof.

6.01.03 To the knowledge of Developer, there are no pending or threatened actions against Developer, or against any officer of Developer, which are likely to materially adversely affect the consummation of this transaction or the financial condition of Developer.

6.01.04 Developer has filed all federal, state, local and foreign tax returns which were required to be filed by Developer, and has paid all taxes due on such returns.

6.01.05 The chief place of business of Developer and where records are kept concerning the Project are in New Port Richey, Florida.

6.01.06 Developer is financially capable of carrying out all obligations and responsibilities in connection with the construction of the Project.

6.01.07 Covenants. Developer covenants with Agency that:

- 6.01.07.01 Developer shall use its best efforts to timely fulfill all the conditions herein, which are within the control of Developer or which are the responsibility of Developer to fulfill;
- 6.01.07.02 During the period the obligations of Developer are in effect, Developer shall cause to continue to be in effect those instruments, documents, certificates and events contemplated by this Agreement that are applicable to, and the responsibility of, Developer;
- 6.01.07.03 Developer shall assist and cooperate with Agency and shall use its best efforts to accomplish the development of the Project, in accordance with the Proposal, this Agreement, and the Project Plans and will not violate any applicable laws, ordinances, rules, regulations or orders; and
- 6.01.07.04 Developer shall pay any costs of construction of the Project.

Article 7. Default; Termination.

7.01 Default by Developer. There shall be an "event of default" by Developer on the occurrence of any one or more of the following:

- 7.01.01 Developer fails to comply with any material provision of this Agreement, or

7.01.02 Developer shall not have commenced construction of the Project by the Commencement Date or shall not have completed construction of the Project by the Completion Date.

7.02 Default by Agency. Provided Developer is not then in default under this Agreement, there shall be an "event of default" by Agency under this Agreement if Agency failed to perform or comply with any material provision of this Agreement applicable to it.

7.03 Remedies Upon Default. If a default occurs, a party may provide 30 days written notice to the defaulting party, and on expiration of such 30 day period, if such default has not been cured, the non-defaulting party may terminate this Agreement, recover damages as applicable, or seek performance of this Agreement through the remedy of injunctive relief. The parties acknowledge that injunctive relief is an appropriate remedy as the quantification of damages may be impossible or impractical, and the non-defaulting party will suffer irreparable injury upon a breach of this Agreement. Each party in any litigation shall pay their own costs, including attorney's fees and other expenses which may be incurred.

7.04 Non-Action on Failure to Observe Provisions of this Agreement. The failure of Agency or Developer to promptly insist on strict performance of any terms, covenant, condition or provision of this Agreement, or any exhibit hereto or any other agreement contemplated hereby shall not be deemed a waiver of any right or remedy that Agency or Developer may have and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

Article 8. Force Majeure.

8.01 Force Majeure. Delays in performance due to: fire, flood earthquake, windstorm, or sinkhole, unavailability of materials, equipment or fuel; war, declarations of hostilities, terrorist act, civil strife, strike, labor dispute, or epidemic, archaeological excavation, act of terrorism or act of God shall be deemed events of Force Majeure and such delays shall be excused in the manner herein provided. If such party is delayed in any work pursuant to this Agreement for occurrence of an event of Force Majeure, the date for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days such party is delayed. The party seeking excuse based on Force Majeure shall give written notice of the delay, giving its anticipated duration. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party, except for the occurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

Article 9. Antidiscrimination.

9.01 There shall be no discrimination against or segregation of anyone on account of age, sex, race, color, marital status, sexual orientation, creed, national origin, ancestry or disability in the employment for the construction of the Project or in any sale or rental of any part of the Project.

Article 10. Miscellaneous.

10.01 Assignment by Developer. Prior to the Completion Date Developer may not sell, convey, assign, or otherwise transfer or dispose of any or all of its rights, title, and interest in and to the Project, or any duty or obligation of Developer pertaining to the Project, or any part thereof without prior written consent of Agency, which consent Agency shall not unreasonably withhold or delay.

10.02 Notices. All notices, demands, requests for approvals, or other communications required to be given by either party to the other in writing shall be deemed given on the date delivered in person or on the date emailed by registered or certified mail, postage prepaid, return receipt requested, and addressed:

To Developer:
Richard A. Olsen, Troy R. Olsen and Vicki L. Clark
Address: PO BOX 1720
New Port Richey FL 34656
Email: Olsonclassic@yahoo.com Vickiclarck19@yahoo.com

To Agency:

City Manager
City of New Port Richey, Florida
5919 Main Street
New Port Richey, FL 34652

With copy to:

Office of the City Attorney
5919 Main Street
New Port Richey, FL 34652

The address to which notice is to be sent may be changed by written notice. Until notice of change of address is received, a party may rely on the last address given. Notice shall be deemed given, if notice is by mail, on the date mailed to the address set forth above or as changed pursuant to this Section.

10.03 Invalid Provisions. If any provision of the Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and if the remainder can substantially be reasonably performed without material hardship, so as to accomplish the intent and the goals of the parties hereto.

10.04 Applicable Law and Construction. The laws of Florida shall govern this Agreement. This Agreement has been negotiated by Agency and Developer and shall not be deemed to have been prepared by either Agency or Developer, and each of them shall be deemed to have participated equally in the preparation hereof.

10.05 Submission to Jurisdiction.

10.05.01 Each party to this Agreement submits to the jurisdiction of the State of Florida, Pasco County and the courts thereof and to the jurisdiction of the United States District Court for the Middle District of Florida, for the purposes of any suit, action or other proceeding relating to this Agreement and agrees not to assert by way of a motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by such courts. Venue for any action arising under or in any way related to this Agreement shall lie exclusively in a court of competent jurisdiction in Pasco County, Florida or in the United States District Court for the Middle District of Florida.

10.05.02 If Developer has no officer, employee, or agent available for service of process as a resident of Florida, or if any permitted assignee thereof shall have no officer, employee, or agent available for service of process in Florida, Developer consents to service of process on its designated agent for and designates the Florida Secretary of State, its agent for the service of process in any court action between it and Agency, and such service shall be made as provided by the laws of the State of Florida for service on a non-resident; provided, however, that at the time of service on the Florida Secretary of State, a copy shall be mailed by prepaid, registered mail, return receipt requested, to the Developer at the address for notices.

10.06 Complete Agreement. This Agreement, and all of the terms and provisions contained herein, constitute the full and complete agreement between the parties, and supersedes and controls over all prior agreements, understandings, representations, and statements, whether written or oral, specifically including, but not limited to, the Proposal, made with regard to the matters addressed by this Agreement.

10.07 Captions. The section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement, or any part thereof.

10.08 Successors and Assigns. The terms Agency, City and Developer shall include their successor and assigns and all benefits and obligations shall inure to and bind such successors and assigns.

10.09 Holidays. Whenever a notice or performance under this Agreement is to be given on a Saturday, Sunday or legal holiday observed in the City, it shall be postponed to the next business day.

10.10 Developer Not Agent of Agency. Developer and any contractor hired by Developer are not individually or collectively an agent or contractor of Agency, and are not subject to nor required to comply with any laws, ordinances, regulations, orders or policies of or applicable to Agency applicable or relating to public works projects of Agency or contractors retained by Agency for such types of projects. Nothing contained in this Agreement shall be constructed or deemed to name, designate or cause either directly or implicitly Developer, or any contractor thereof, to be an agent for Agency.

10.11 Public Purpose. This Agreement satisfies, fulfills, and is pursuant to and for a public purpose and municipal purpose and is in the public interest, and is a powers and authority under Florida law.

10.12 Technical Amendments. If due to minor inaccuracies herein, or changes resulting from technical matters arising during the term of this Agreement, the parties agree that changes may be made which do not change the substance of this Agreement. The Executive Director, or his or her designee, as to Agency, are authorized to approve such changes and are authorized to execute any required instruments or any exhibit attached hereto or any other agreement contemplated hereby.

10.13 Permits. The failure of this Agreement to address any particular permit, condition, term, or restriction shall not relieve Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

10.14 Successors and Assigns. This Agreement shall be binding upon, and the benefits of this Agreement shall insure to, all successors in interest and proper assignments of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and had their seals affixed.

DEVELOPER:

AGENCY:

Richard A. Olsen

City of New Port Richey, Florida

Troy R. Olsen

By: _____
Debbie L. Manns, As City Manager

Vicki L. Clark

Approved as to form:

Attest:

By: _____
Judy Meyers, as City Clerk

By: _____
Timothy P. Driscoll, as City Attorney

DEVELOPMENT AGREEMENT

EXHIBIT "A"

REQUEST FOR PROPOSALS

DEVELOPMENT AGREEMENT

EXHIBIT "B"

LEGAL DESCRIPTION OF PROPERTY

5842 Louisiana Avenue

Lot Two (2) RHEINLANDER SUBDIVISION, CITY OF NEW PORT RICHEY, according to the map or plat thereof as recorded in Plat Book 6, Page 123, Public Records of Pasco County, Florida; Less and Except the North 7 foot for Road Right-of-Way.



NEW PORT RICHEY

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

TO: City of New Port Richey City Council

FROM: Robert Kochen, Chief of Police

DATE: 6/4/2024

RE: Second Reading, Ordinance 2024-2300: Sale of Surplus Property RE: 7440 US Highway 19

REQUEST:

The request for the City Council is to conduct a second and final reading of Ordinance 2024-2300 for the sale of the vacant lot at 7440 US Highway 19 to Lee Nguyen in the amount of \$39,000.00, so a single-family home can be constructed in accordance with the purchase and sale agreement.

DISCUSSION:

The City acquired this vacant property through foreclosure. A Request for Proposal (RFP) #24-015 was issued on February 5, 2024, to sell the vacant city parcel for construction of a single-family home as outlined in the purchase and sale agreement. The minimum acceptable bid was \$35,000.00 with an available reimbursement of \$15,000.00 if the property receives a certificate of occupancy within 12 months of the sale. The sole proposal received was from Lee Nguyen in the amount of \$39,000.00.

The goal of this surplus property sale is to increase home ownership and improve the quality of life in this area.

The Development Review Committee reviewed RFP #24-015 on March 28, 2024, and recommended approval of the sale.

The City Attorney reviewed ordinance 2024-2300 along with the sale and purchase agreement and approved them as to form.

RECOMMENDATION:

Staff recommends that the City Council conduct a second and final reading of Ordinance 2024-2300 for the sale of 7440 US Highway 19 to Lee Nguyen in the amount of \$39,000.00 to construct a single-family home in accordance with the purchase and sale agreement.

BUDGET/FISCAL IMPACT:

Source of revenue (\$24,000.00) for use in City's Neighborhood Improvement Program.

ATTACHMENTS:

Description	Type
☐ Ordinance 2024-2300	Ordinance
☐ Request for Proposal (RFP) 24-015	Backup Material
☐ Purchase and Sale Agreement	Backup Material

ORDINANCE NO. 2024-2300

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR THE SALE OF SURPLUS CITY PROPERTY; PROVIDING FOR THE SALE OF THE PROPERTY GENERALLY LOCATED AT 7440 US HIGHWAY 19, AS LEGALLY DESCRIBED BY PARCEL NUMBER HEREIN FOR THE PURCHASE PRICE OF \$39,000.00 TO LEE NGUYEN; PROVIDING AUTHORIZATION TO THE CITY MANAGER TO EXECUTE ALL DOCUMENTS IN ACCORDANCE HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Charter requires adoption of an ordinance prior to the conveyance of City property;

WHEREAS, the City Council has determined that the property described herein is surplus property with no anticipated use by the general public or the operations of the City; and

WHEREAS, the City Council has determined that this ordinance is adopted in the best interest of the health, safety and welfare of the citizens of the City.

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

Section 1. Sale Authorized. The sale of the following described property on the following terms is hereby approved, and the City Manager is hereby authorized to execute all documents deemed necessary consistent herewith:

1. Address of Property: 7440 US Highway 19
2. Legal Description of Property: Parcel ID: 32-25-16-0000-04500-0000
3. Purchaser: Lee Nguyen
4. Purchase Price: \$39,000.00
5. Terms: Cash Sale

Section 2. Conditions. The development plans submitted with the purchaser's bid are hereby approved as a condition of the sale, and the City Manager is hereby authorized to implement the development of the property substantially as provided therein, including the entry into agreements deemed necessary therefor as determined by the City Manager, who shall be authorized to allow minor revisions to the development as deemed necessary.

Section 3. Effective Date. This ordinance shall take effect immediately upon its adoption as provided by law.

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

REQUEST FOR PROPOSALS

NOTICE OF DISPOSITION OF 0.67 ACRES OF REAL PROPERTY WITHIN THE CITY OF NEW PORT RICHEY LOCATED AT 7440 US HIGHWAY 19, NEW PORT RICHEY, FLORIDA

Notice is hereby given, that the City of New Port Richey, owner of real property, Pasco County Parcel No. 32-25-16-0000-04500-0000, is accepting sealed proposals from any person interested in developing a single-family home with the following minimums on this vacant parcel:

- (1) 1,500 sq. ft. of living area, with at least 3 bedrooms, 2 bathrooms, and an attached 1-car garage.
- (2) A covered front porch of at least 100 sq. ft,
- (3) The rear yard enclosed with 6 ft vinyl fence,
- (4) Stucco or composite siding,
- (5) Minimum landscaping equal to 1% of the total lot area,
- (6) Architectural features are preferred, but not required.

Interested parties are invited to submit a proposal that meets the conditions outlined in this Request for Proposals. Sealed proposals will be received until 2:00 P.M. on March 15, 2024 in the City Clerk's Office, Second Floor, City Hall, 5919 Main Street, New Port Richey, Florida, 34652. Each submission shall contain one (1) original and two (2) copies and must be clearly marked on the outside of the envelope with the parties'/firm's name and full address along with "RFP24-015 – DISPOSITION OF REAL PROPERTY LOCATED AT 7440 US HIGHWAY 19." Any proposals received after the above mentioned time will not be accepted under any circumstances.

Proposals must include:

- (1) the bid amount for the property
- (2) a narrative explaining the developer's intent for the property
- (3) a conceptual site plan
- (4) conceptual building floor plans
- (5) exterior façade elevation concepts
- (6) development timeline/schedule

The minimum acceptable bid is \$35,000.00. If a bid is awarded by the city, the prevailing party will have 12 months from the sale of the property to complete the project and receive a Certificate of Occupancy (C.O.) by the Building Official. If the party receives a C.O. within the 12-month period, they will be awarded a refund of \$15,000.00 by the city. Additionally, a covenant will be placed on the land requiring construction to be completed within 12 months of purchase. Forfeiture of the land back to the City may be a consideration if this requirement is not met.

The Development Review Committee and/or the City Council may reject proposals that are under the minimum amount, are incomplete, do not meet the minimum requirements or if the proposal is otherwise not acceptable.

Persons desiring more information regarding this Request for Proposals may contact the City of New Port Richey Code Enforcement Department, Police Department, 6739 Adams Street, New Port Richey, Florida 34652.

Dated this 14th and 21st day of February, 2024.

CITY OF NEW PORT RICHEY, FLORIDA

By Judy Meyers, CMC, City Clerk

**RFP24-015 – DISPOSITION OF REAL PROPERTY LOCATED
AT 7440 US HIGHWAY 19**

Bidder name: Lee Nguyen

Phone: (813) 403-7003

Mailing Address: P.O. Box 261611, Tampa, FL, 33685

Bid amount:

\$39,000

The intent for this property is to build a single-family home that is 1617sqft with a garage space of 2,374. The front porch was drawn to be 66sqft and the back porch 180sqft but can be revised. Love how downtown New Port Richey is being redeveloped and would like to live in the area. The plans for this house were originally for 7445 Astor Dr which my wife and I own. At first had the thought of selling the land because we were expecting twins but with that being said we think that it would be better to raise our children there. Plans for the house can be found in this package including survey of 7445 Astor Dr.

We have a builder in mind, A ROCK SOLID **CONSTRUCTION LLC**, and the project can be done within the year after discussions.

License Type: Certified Building Contractor

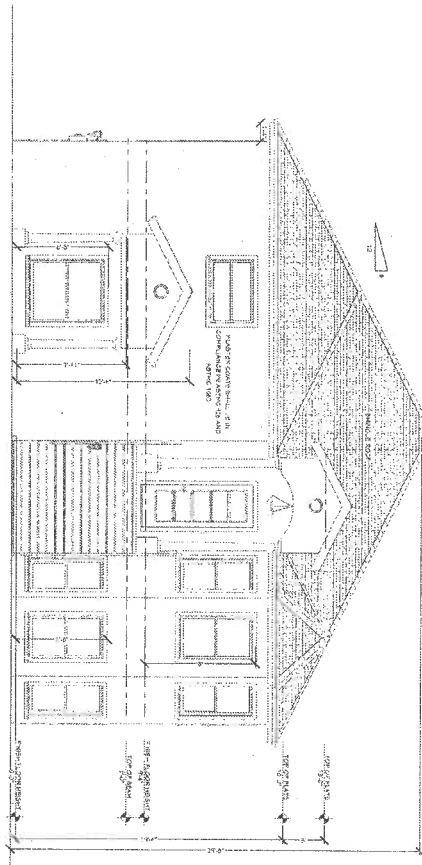
Rank: Cert Building

License Number: CBC1259395

Status: Current, Active

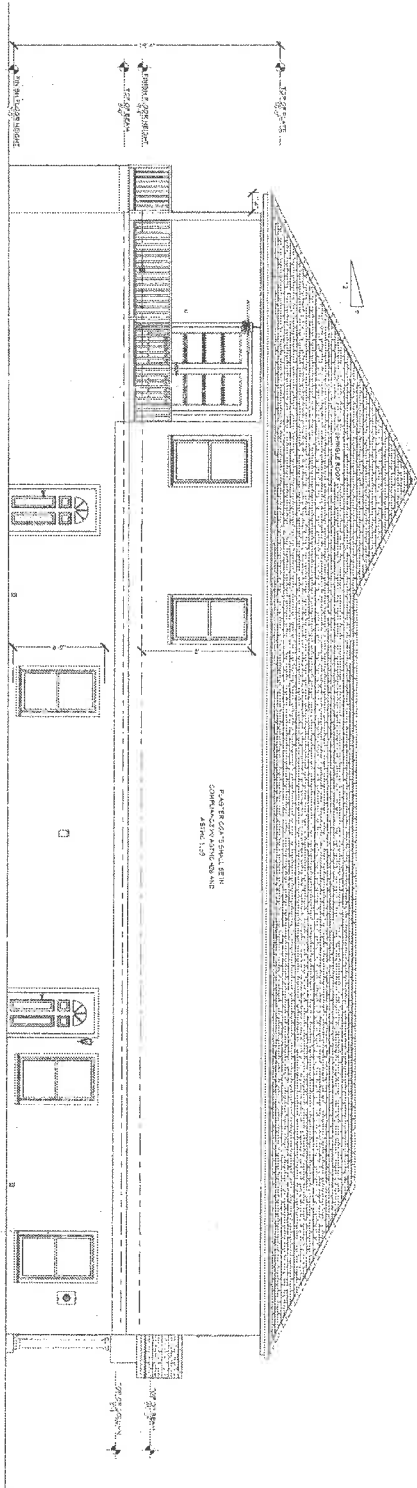
Licensure Date: 04/01/2013

Expires: 08/31/2024



FRONT ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

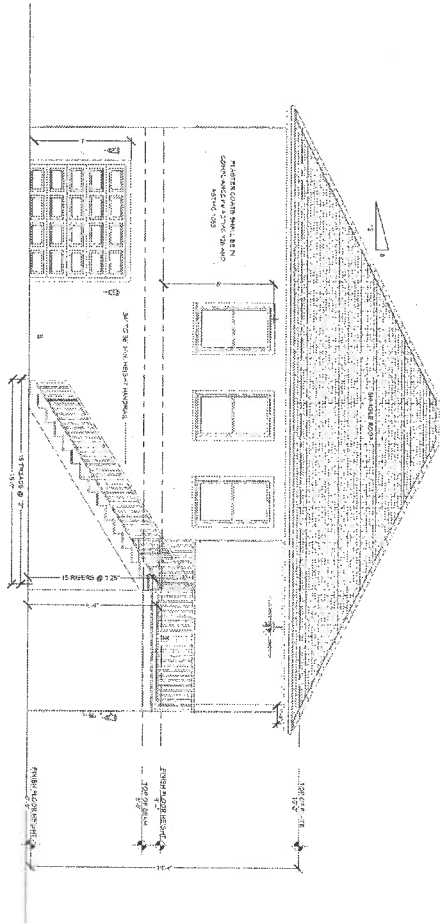
SCALE: 1/4" = 1'-0"

ROOF VENTILATION CALCULATION

CEILING AREA: 2,609SF
 FREE AREA REQUIRED: 2,609SF(300÷6 TOSF)
 ROOF SOFFIT AREA: 49,536(335)
 2 RIDGE VENTS: 2(1459)=3251
 TOTAL VENTILATION PROVIDED: 41,325 (3465F)
 VENTILATION CALCULATIONS BASED ON THE FOLLOWING PRODUCT
 (OR EQUAL)
 PERFORATED ALUMINUM SOFFIT N.F.A. 1251/SF
 4" SERVICE RIDGE VENT (21, 1694) (IF APPLICABLE) N.F.A. 14651
 RIDGE VENT (IF APPLICABLE) N.F.A. 1551/SF

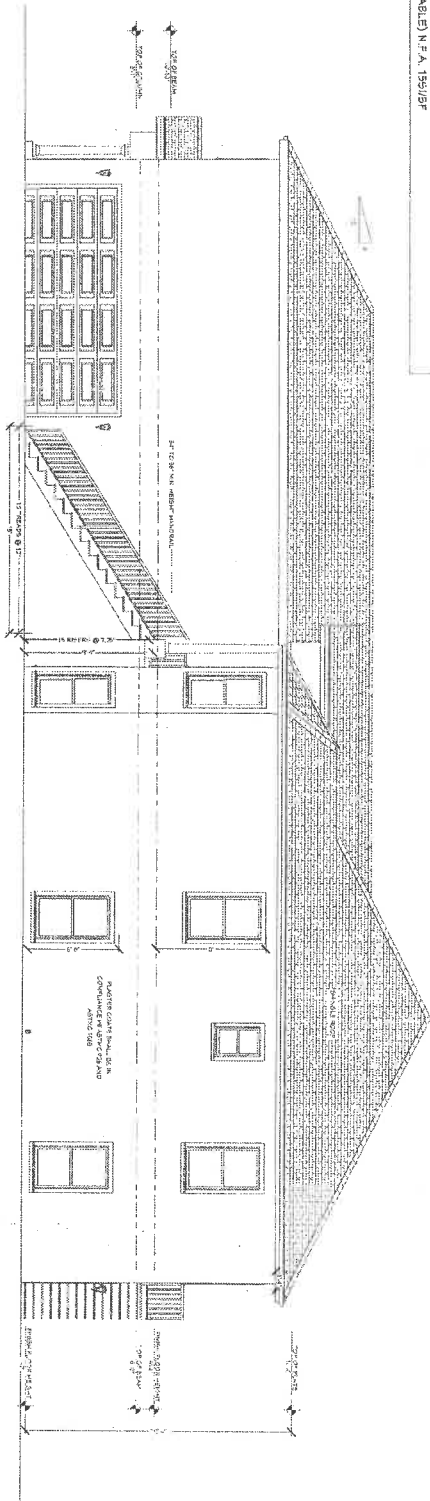
REAR ELEVATION

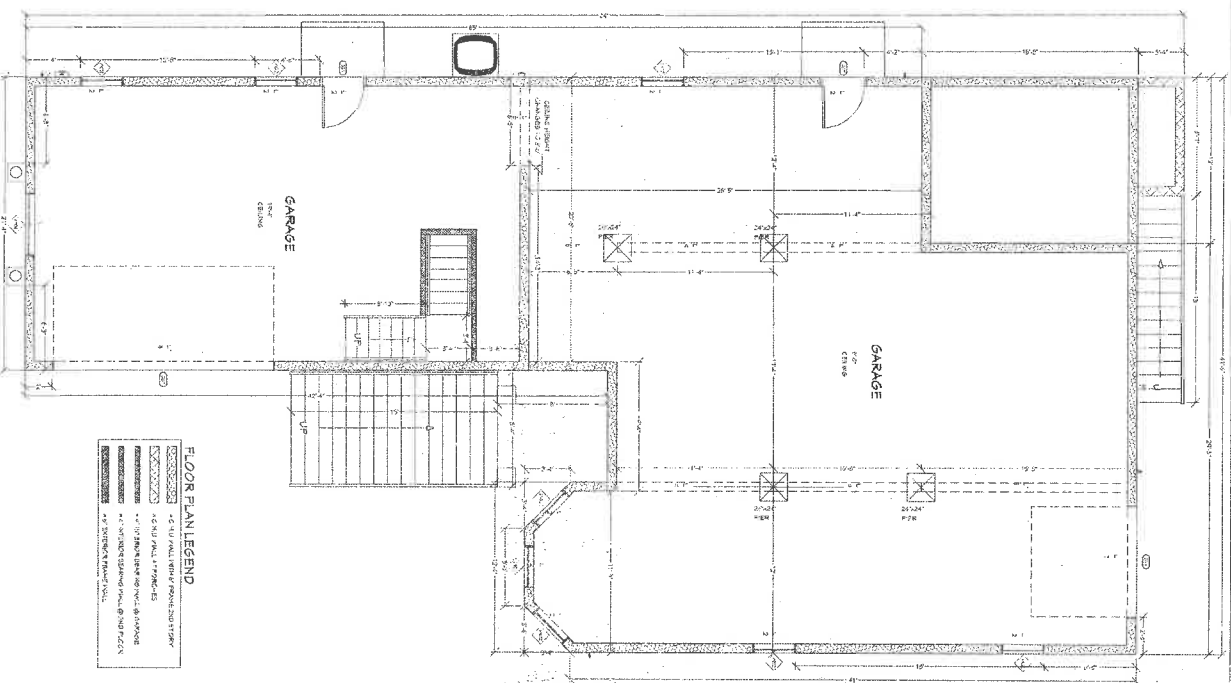
SCALE: 1/4" = 1'-0"



LEFT ELEVATION

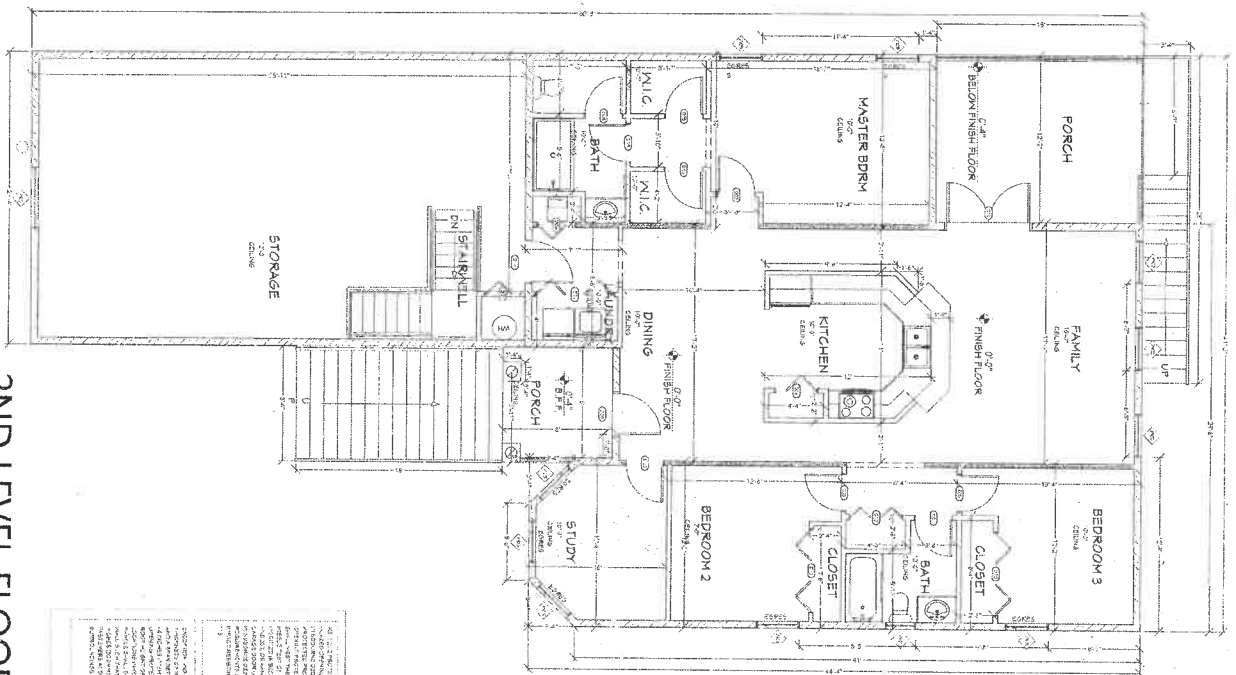
SCALE: 1/4" = 1'-0"





1ST LEVEL FLOOR PLAN

SCALE: 1/4" = 1'-0"



2ND LEVEL FLOOR PLAN

SCALE: 1/4" = 1'-0"

Hazardous Glazing Locations

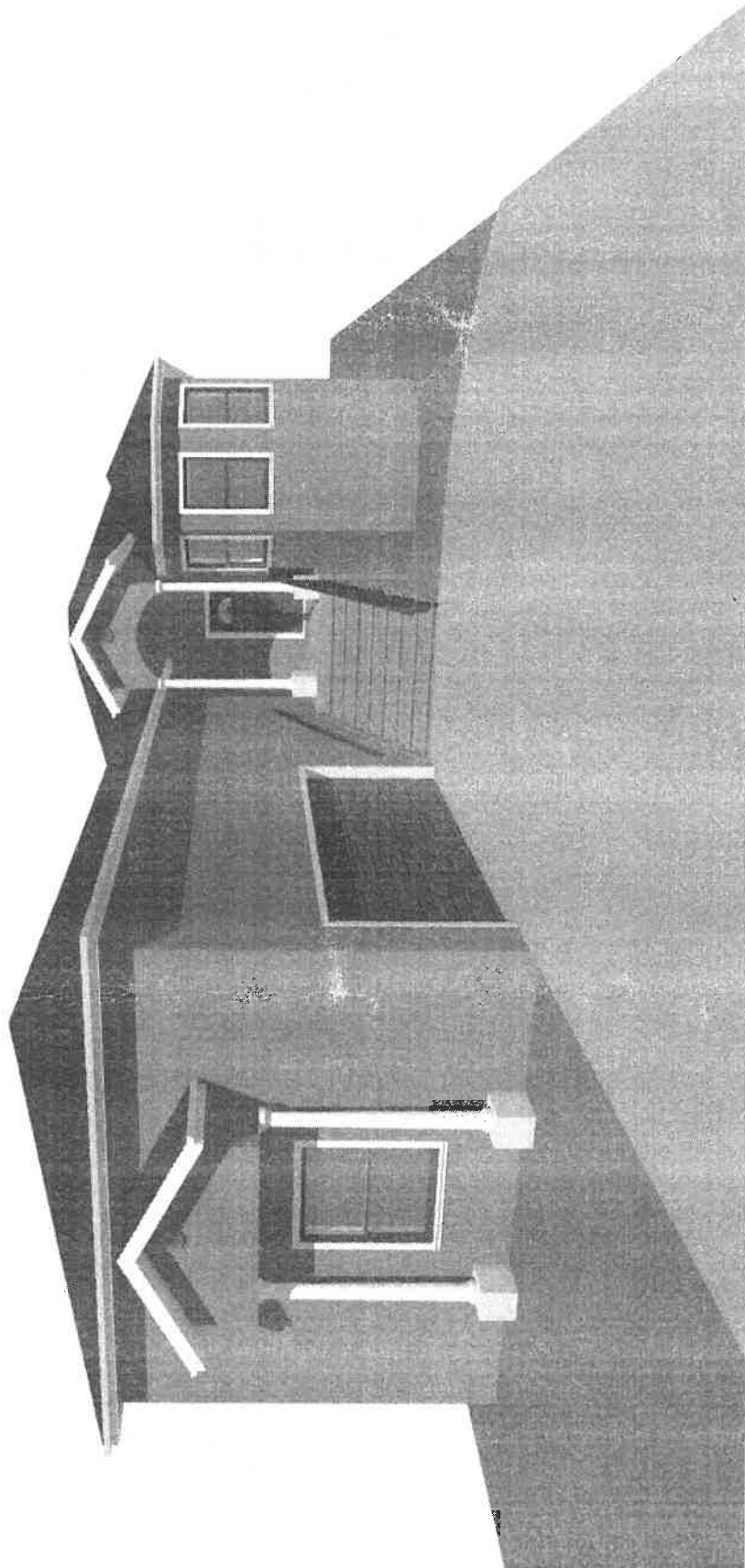
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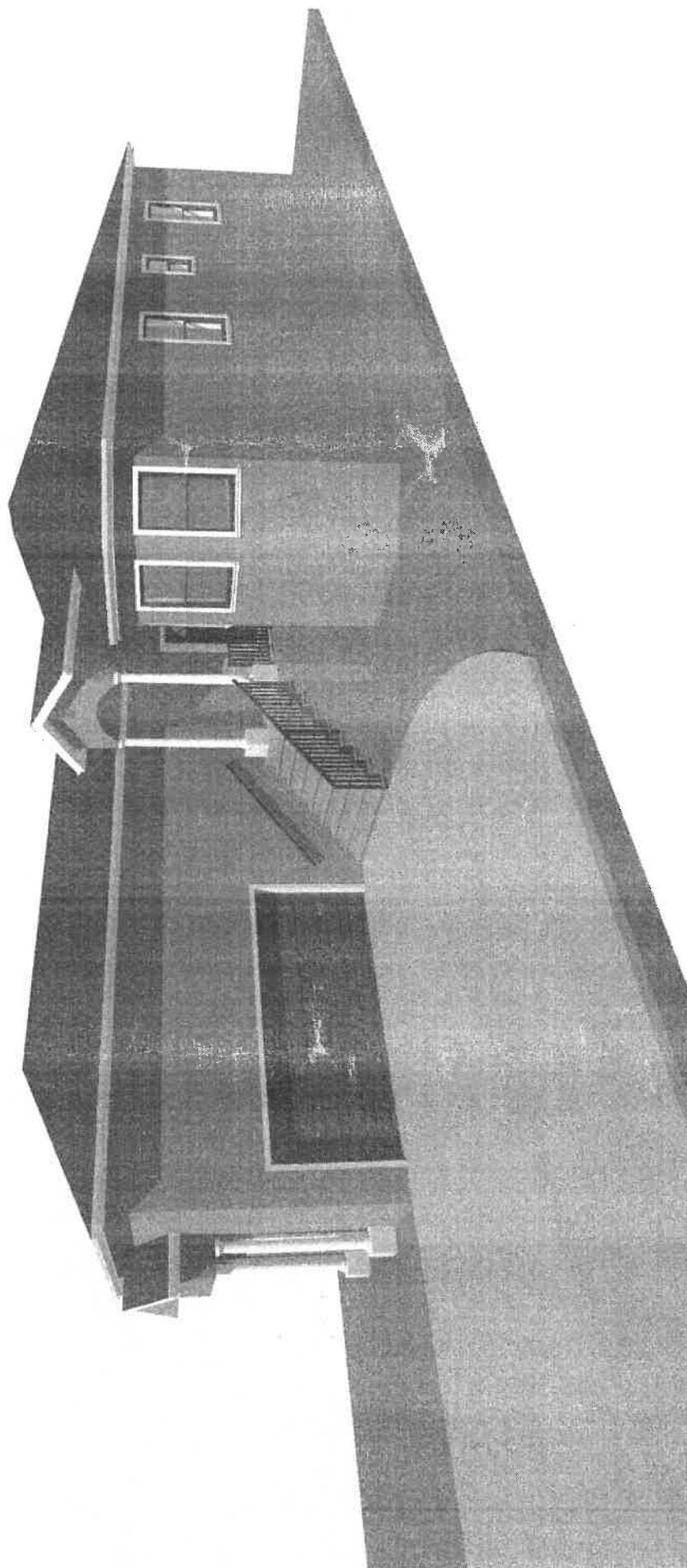
CUST. NAME
1111 ADDRESS
TAMPA, FL.

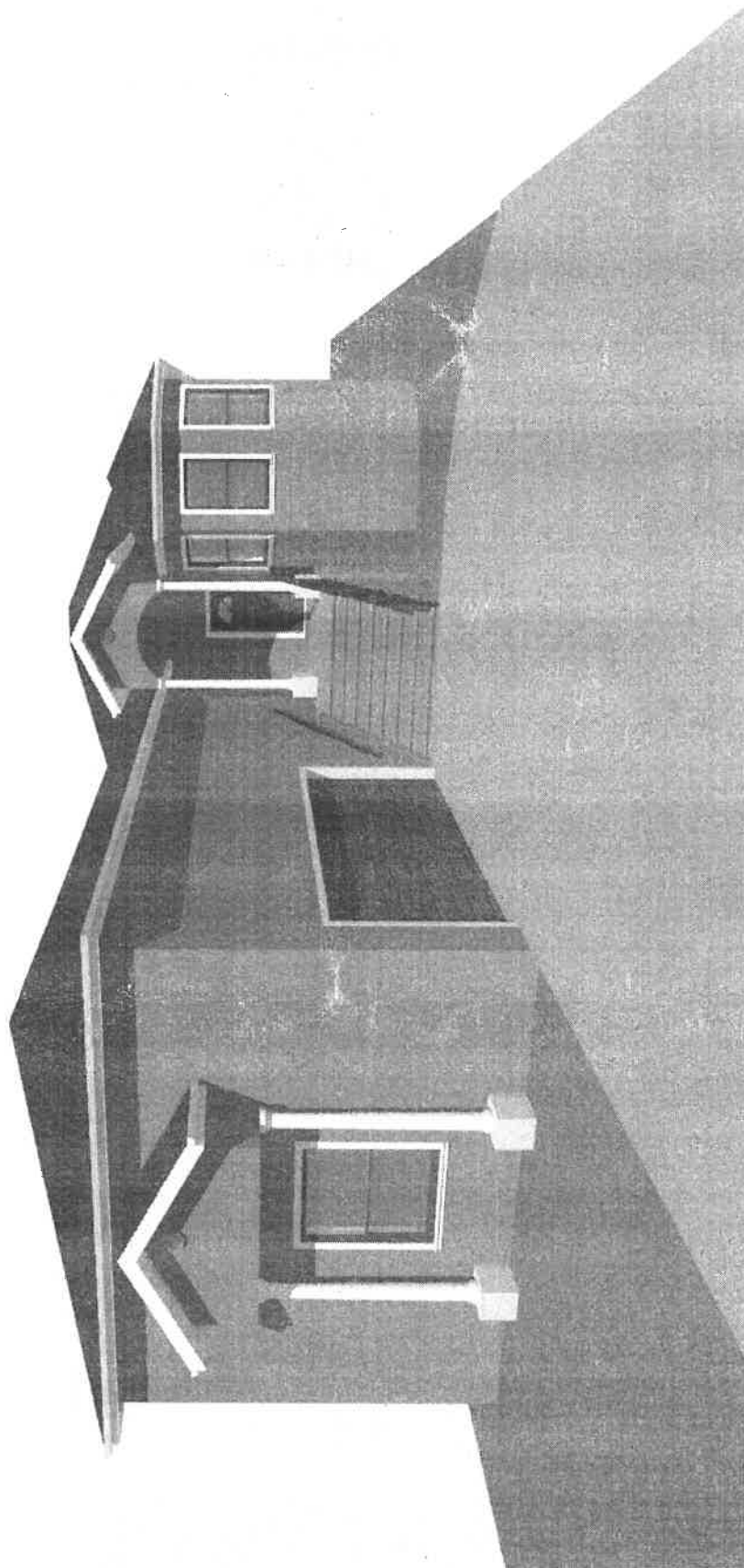
THESE CONSTRUCTION DOCUMENTS HAVE
BEEN PREPARED BY CAYONDESIGNS DRAFTING
STAFF UNDER THE DIRECT SUPERVISION OF J.S.
NICHOLS, PE #19211

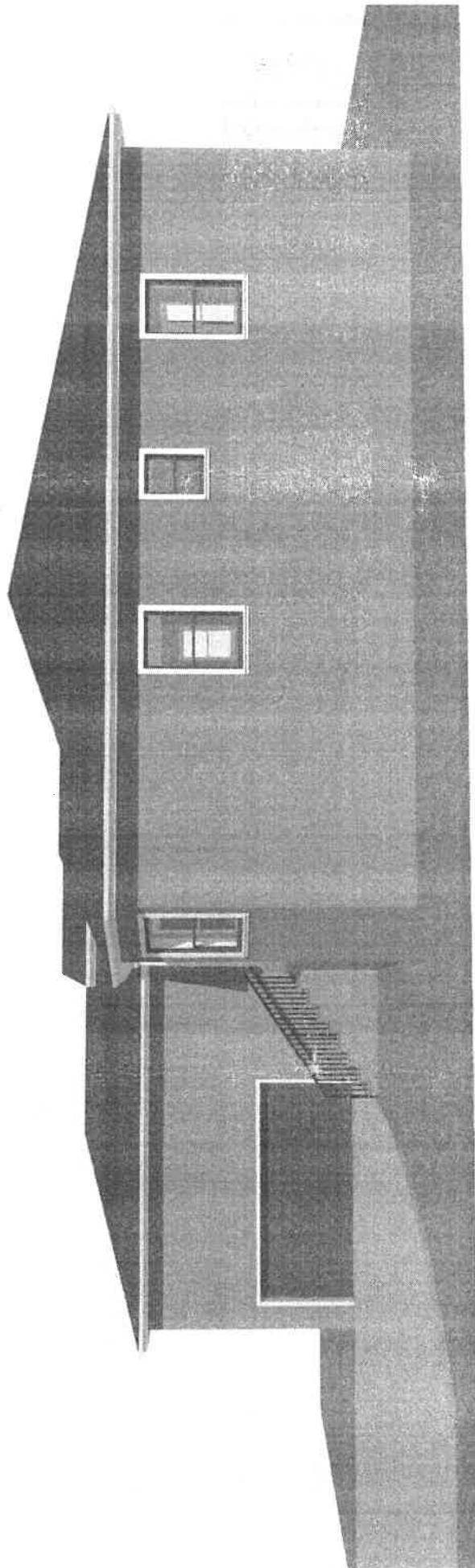
I HEREBY CERTIFY THAT THESE PLANS AND SPECIFICATIONS
WERE PREPARED UNDER MY DIRECT SUPERVISION AND
COMPLY WITH THE 2011 IBC CODES, ORDINANCES AND ALL
SUPPLEMENTS

SHEET TITLE
 FLOOR PLAN
 13'-19"
 I08 NG
 DATE: 09/23/2020
 SHEET NO.
 A1
 MAY 09 5:08 PM '08
 TAMPA, FL 33615
 PH: (813) 458-0517
 FAX: (813) 458-1161
 CAYON DESIGNS LLC









PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("**Agreement**") is entered into by and between Lee Nguyen, ("**Purchaser**"), or its permitted assigns as provided herein, and the City of New Port Richey, Florida, a Florida municipal corporation, ("**Seller**").

1. **Definitions.** The following capitalized terms in this Agreement shall have the following definitions:

1.1. "**Property**" means that certain real property located in Pasco County, Florida, legally described on Exhibit "A". (Parcel I.D. No. 32-25-16-00000-04500-0000).

1.2. "**Purchase Price**" means US Thirty-Nine Thousand Hundred and 00/100 Dollars (\$39,000.00).

1.3. "**Effective Date**" means the date that a copy of this Agreement, fully executed by Purchaser and Seller, is delivered to both Purchaser and Seller, and the Agreement is approved by the governing body of the Agency.

1.4. "**Escrow Agent**" and "**Title Company**" means First American Title Insurance Company, through its agent Booth & Cook, 7510 Ridge Road, Port Richey, Florida 34668.

1.5. "**Deposit**" or "**Deposits**" means an initial amount of \$2,500.00, plus any other amounts designated as a Deposit or Deposits in this Agreement. The parties shall execute the Escrow Agreement attached hereto as Exhibit "B".

1.6. "**Closing Date**" means the date which is thirty (30) days after all Permits are obtained (described below) subject to the Permits Contingency Period.

1.7. "**Transaction**" means the purchase and sale of the Property pursuant to this Agreement.

2. **Purchase and Sale.** Purchaser hereby agrees to buy, and Seller hereby agrees to sell, the Property on the terms of this Agreement, and subject to the conditions in this Agreement.

3. **Purchase Price.** The Purchase Price shall be payable in full at Closing. All payments from Purchaser shall be via wire transfer of collected federal funds. This Transaction is for a "Cash Sale" with no finance contingency of any kind.

4. **Title Policy.**

4.1. Within fifteen (15) business days after the Effective Date, Seller shall order from the Title Company a commitment ("**Title Commitment**") for the issuance of an ALTA Owner's Title Policy ("**Title Policy**") at Closing to Purchaser. The Title Company shall be instructed to deliver a copy of the Title Commitment and copies of exceptions to Purchaser, Seller, and their counsel. Purchaser shall give Seller written notice ("**Purchaser's Title Notice**") on or before the expiration of twenty (20) days after receipt of the Title Commitment and exception documents as to whether the condition of title as set forth in the Title Commitment and/or any survey is or is not satisfactory, in Purchaser's sole discretion. In the event that the condition of title is not acceptable, Purchaser shall specify and set forth each of such objections ("**Objections**") in the Purchaser's Title Notice. Seller shall notify Purchaser in writing ("**Seller's Title Response**") within ten (10) days of receipt of Purchaser's Title Notice as to which Objections that Seller will not remove as of the Closing Date ("**Remaining Objections**"). If there are any Remaining Objections, Purchaser may, at its option by written notice within five (5) days after Seller's Title Response (or lack of response within such time frame), (i) accept title subject to the Remaining Objections, in which event the Remaining Objections shall be deemed to be waived for all purposes, or (ii) terminate this Agreement, in which event any Deposits paid shall be immediately refunded to Purchaser. Notwithstanding any of the provisions of this Section 4.1 to the contrary, if Purchaser fails to notify Seller that the condition of title as set forth in the Title Commitment and/or any survey is or is not acceptable within the time set forth herein,

the parties hereby agree that the condition of title shall be deemed acceptable. Any exceptions permitted on the Title Policy pursuant to this Section 4.1 are referred to herein as **"Permitted Exceptions"**. If the Title Company subsequently updates the Title Commitment with additional exceptions to title, the provisions for Purchaser's Title Notice and Seller's Title Response shall be reinstated with respect to the additional exceptions, with the Purchaser's Title Notice regarding the additional exceptions being due five (5) business days after the date that Purchaser receives the updated Title Commitment.

5. **The Closing and the Closing Date.** The sale and purchase of the Property shall be consummated at a Closing to be held on the Closing Date at the offices of the Title Company. Purchaser may select an earlier Closing Date upon at least five (5) business days' written notice to Seller. Neither party need be physically present at the Closing. As used in this Agreement, the term **"Closing"** shall mean the date all of the documents necessary to transfer title to Purchaser are sent for recording with the appropriate County Clerk, and the sales proceeds are available to Seller. Title to and possession of the Property shall transfer to Purchaser at Closing.

6. **Seller's Obligations at the Closing.** At the Closing, Seller shall do the following, through Escrow Agent:

6.1. Execute and deliver to Purchaser and the Title Company:

6.1.1. A special/limited warranty deed (the **"Deed"**) conveying to Purchaser fee simple title to the Real Property and Improvements;

6.1.2. A FIRPTA Affidavit; and

6.1.3. All other agreements to be executed by Seller as specified herein.

6.2. Execute and deliver to the Title Company an affidavit of no liens as the Title Company may reasonably require so as to enable the Title Company to issue the Title Policy in accordance with this Agreement; and

6.3. Execute and deliver to Purchaser such additional documents as are necessary to carry out the provisions of this Agreement.

7. **Purchaser's Obligations at the Closing.** At the Closing, Purchaser shall do the following, through Escrow Agent:

7.1. Deliver to Seller the Purchase Price;

7.2. Execute and deliver to Seller the Development Agreement in the form attached hereto as Exhibit "C"; and

7.3. Execute and deliver to Seller such additional documents as are necessary to carry out the provisions of this Agreement.

8. **Representations and Warranties of Seller.** Seller represents and warrants to Purchaser the following:

8.1. The execution and delivery of, and the performance by Seller of its obligations under this Agreement will not contravene, or constitute a default under, any provision of applicable law or regulation or any agreement, judgment, injunction, order, decree or other instrument binding upon Seller or to which the Property is subject.

8.2. Seller has not received any written notice of any pending judicial, municipal or administrative proceedings affecting the Property, including, without limitation, proceedings for or involving condemnation, eminent domain, or environmental violations.

8.3. At all times prior to closing contemplated by this Agreement, Seller and all of its respective Affiliates: (i) shall not be a Prohibited Person; and (ii) shall be in full compliance with all applicable orders, rules, regulations and recommendations promulgated under or in connection with United States Presidential Executive Order 13224 (**"Executive Order"**) and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (**"Patriot Act"**). The term **"Prohibited Person"** shall mean any person or entity which meets any of the following criteria:

8.3.1. A person or entity listed in the Annex to, or otherwise subject to the provisions of, the Executive Order.

8.3.2. A person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed to the Annex to, or is otherwise subject to the provisions of, the Executive Order.

8.3.3. A person or entity with whom a party is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including the Executive Order.

8.3.4. A person or entity that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order.

8.3.5. A person or entity that is named as a "specially designated national and blocked person" on the most current list (**"List"**) published by the U.S. Department of the Treasury, Office of Foreign Assets Control at its official website (www.ustreas.gov/ofac) or at any replacement website or other replacement official publication of such list.

8.3.6. A person or entity who is an Affiliate of a person or entity listed in this Section.

8.4. If, after the Effective Date, any event occurs or condition arises that renders any of the Seller's representations and warranties in this Section untrue or misleading in any material respect, and Seller has actual knowledge of the same, Seller shall promptly notify Purchaser in writing of such event or condition. In no event shall Seller be liable to Purchaser for, or be deemed to be in default hereunder by reason of, any breach of representation or warranty which results from any change that (i) occurs between the Effective Date and the date of Closing and (ii) is expressly permitted under the terms of this Agreement or is beyond the reasonable control of Seller to prevent. If a notice from Seller pursuant to this Section indicates any material adverse change in the representations and warranties made by Seller, Purchaser shall have the right to terminate this Agreement by written notice to Seller within ten (10) days after Seller's notice, in which event the Deposits paid shall be immediately refunded to Purchaser. If Purchaser does not terminate this Agreement within such time period, Purchaser's termination right in this Section shall lapse.

8.5. Notwithstanding the foregoing, to the extent that Purchaser obtains knowledge prior to Closing that any of Seller's representations or warranties were untrue when made, or if Seller has delivered or made available to Purchaser information with respect to the Property at any time prior to the Closing Date, and such information is inconsistent with any of the representations and warranties herein and/or indicate that any such representations or warranties were not true when made or will not be true as of the Closing Date, Purchaser shall be deemed to have knowledge of such misrepresentation, and in the event Seller fails to cure such misrepresentation within ten (10) days after receipt of notice from Purchaser, Purchaser's sole remedy as a result thereof shall be to terminate this Agreement, in which event the Deposits paid shall be immediately refunded to Purchaser, and if, notwithstanding such breach of a representation or warranty, Purchaser elects to close the Transaction, Purchaser shall be deemed to have waived its rights with respect to such breach of a representation or warranty, and Seller's representation or warranty shall be deemed amended so as to be true and correct, and Purchaser shall be deemed to have no claim for any breach based thereon following the Closing.

9. **Representations and Warranties of Purchaser.** Purchaser represents and warrants to Seller the following:

9.1. Purchaser is duly formed, validly existing and in good standing under the laws of the State of its formation and has all requisite powers and all material governmental licenses, authorizations, consents and approvals to enter into and perform its obligations hereunder and under any document or instrument required to be executed and delivered on behalf of Purchaser hereunder.

9.2. This Agreement has been duly authorized by all necessary action on the part of Purchaser, has been duly executed and delivered by Purchaser, constitutes the valid and binding agreement of Purchaser and is enforceable in accordance with its terms. The person executing this Agreement on behalf of Purchaser has the authority to do so.

9.3. The execution and delivery of, and the performance by Purchaser of its obligations under this Agreement will not contravene, or constitute a default under, any provision of applicable law or regulation or any agreement, judgment, injunction, order, decree or other instrument binding upon Purchaser.

9.4. At all times prior to Closing contemplated by this Agreement, Purchaser and all of its respective Affiliates: (i) shall not be a Prohibited Person; and (ii) shall be in full compliance with all applicable orders, rules, regulations and recommendations promulgated under or in connection with the Executive Order and the Patriot Act. A Prohibited Person shall be defined as provided elsewhere in this Agreement.

10. **Survival.**

10.1. Any claim for a breach of such representations and warranties shall survive for one year after the Closing Date. Any claim for a breach of representation or warranty set forth in this Agreement shall be barred and shall lapse unless a claim is made in writing, with a description of the claim made, on or before the first anniversary of the Closing Date.

10.2. All other provisions of this Agreement shall be deemed merged into or waived by the instruments of Closing, except for those provisions that specifically state that they survive Closing or termination (each a "***Surviving Provision***"). If a Surviving Provision states that it survives for a limited period of time, that Surviving Provision shall survive only for the limited time specified. Any claim made in connection with a Surviving Provision shall be barred and shall lapse unless a claim is made in writing, with a description of the claim made, on or before the limited time specified in such Surviving Provision.

11. **Purchaser's Defaults; Seller's Remedies.** In the event of a breach by Purchaser of its pre-Closing or Closing obligations under this Agreement, which breach is not cured within ten (10) days after written notice of default from Seller specifying the breach (provided, however, that no such cure period shall apply for a breach of the obligation to close by the Closing Date), Seller's sole remedy shall be to retain the Deposit. After Closing, in the event of a breach by Purchaser of its obligations under any Surviving Provisions, Seller may exercise any rights and remedies available at law or in equity.

12. **Seller's Defaults; Purchaser's Remedies.** In the event of a breach by Seller of its pre-Closing or Closing obligations under this Agreement, which breach is not cured within ten (10) days after written notice of default from Purchaser specifying the breach (provided, however, that no such cure period shall apply for a breach of the obligation to close by the Closing Date), Purchaser may elect only one of the following two remedies: (a) terminate this Agreement, in which event the Deposits paid shall be immediately refunded to Purchaser; or (b) enforce specific performance of this Agreement against Seller; In order for Purchaser to elect and pursue the remedy of specific performance, Purchaser must commence and file such action within ninety (90) days after the scheduled Closing Date. After Closing, in the event of a breach by Seller of its obligations under any Surviving Provisions, Purchaser may exercise any rights and remedies available at law or in equity.

13. **Closing Costs.** Costs of closing the Transaction shall be allocated between Seller and Purchaser as follows:

13.1. Seller shall pay (i) documentary stamps on the deed, (ii) the premium for the owner's Title Policy, and any endorsements; (iii) the cost of recording the Deed, and (iv) any escrow fees of the Escrow Agent; and

13.2. Purchaser shall pay all costs and expenses allocated to Purchaser pursuant to the terms of this Agreement.

14. **Proration of Income and Expenses.** At Closing, the following items shall be paid or adjusted or prorated between Seller and Purchaser as specified, as of the Closing Date, with the day of Closing being for Purchaser's account:

14.1. *Ad valorem* and similar taxes, and assessments for the then current tax year relating to the Property shall be prorated as of the Closing Date, assuming the maximum available discount. If the Closing shall occur before the tax rate is fixed for the then current year, the proration of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation. Subsequent to the Closing, when the tax rate is fixed for the year in which the Closing occurs, Seller and Purchaser agree to adjust the proration of taxes and, if necessary, to refund or pay, as the case may be, on or before January 1 of the year following the Closing, an amount necessary to effect such adjustments.

15. **As-Is Purchase.** Purchaser is an experienced commercial real estate owner and shall rely solely upon its own evaluation and investigation of the condition and all aspects of the Property. Purchaser acknowledges that this Agreement grants to Purchaser every opportunity which Purchaser may need to fully evaluate the condition and all aspects of the Property. Purchaser has asked for, and has obtained in this Agreement, disclosure of information and documents regarding the Property which are in Seller's possession or control. This does not reduce Purchaser's duty to fully evaluate the Property on its own. Accordingly, except to the extent of the Seller's representations and warranties in this Agreement, Purchaser acknowledges that it is not relying upon any representations of Seller as to any matter related to Property, its condition, or its suitability for Purchaser's intended use. At Closing, Purchaser shall be deemed to accept the Property "as is" in all respects. Purchaser specifically acknowledges that it has had an opportunity to fully inspect and evaluate the Property prior to entering into this Agreement, and intends to be fully bound to complete the Transaction, subject only to the provisions contained in this Agreement.

16. **Brokerage Commissions.** Seller shall indemnify Purchaser against, and hold Purchaser harmless from, any and all claims (and all expenses incurred in defending any such claims or in enforcing this indemnity, including attorneys' fees and court costs) by any broker or finder for a real estate commission or similar fee arising out of or in any way connected with any claimed relationship between such broker or finder and Seller. Purchaser shall indemnify Seller against, and hold Seller harmless from, any and all claims (and all expenses incurred in defending any such claims or in enforcing this indemnity, including attorneys' fees and court costs) by any broker or finder for a real estate commission or similar fee arising out of or in any way connected with any claimed relationship between such broker or finder and Purchaser. The provisions of this Section shall survive the Closing or the termination of this Agreement without time limitation.

17. **Miscellaneous.**

17.1. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement embodies and constitutes the entire understanding between the parties with respect to the Transaction. No provision hereof may be waived, modified, or amended except by an instrument in writing signed by Purchaser and Seller. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. A facsimile, scanned, or other copy of a signed version of this Agreement has the same effect as an original. Delivery by electronic transmission such as email, download or facsimile shall be deemed effective delivery.

17.2. Any notice, request, demand, instruction or other document required or permitted to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally, or by overnight express courier, or by email, or by facsimile transmission, and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, or by email, or by confirmed facsimile, or via overnight express courier. (If a fax number listed below is inaccurate or is not working, then the date that a notice is required to be delivered shall be extended by one day.) A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to Purchaser:

Lee Nguyen
Address: PO BOX 261611
Tampa FL 33685
Email: leetnguyen86@gmail.com

If to Seller:

City of New Port Richey, Florida
City Manager
5919 Main Street
New Port Richey, FL 34652
Email: mannsd@cityofnewportrichey.org
Office: 727-853-1016
Fax: 727-853-1023

If to Escrow Agent:

Steve Booth
Booth & Cook, P.A.
7510 Ridge Road
Port Richey, Florida 34668
Email: steve@boothcook.com
Office: (727) 842-9105
Fax. No. (727) 848-7601

17.3. In any legal proceeding arising in connection with this Agreement (including without limitation any arbitration and appellate proceedings as well as any bankruptcy, reorganization, liquidation, receivership or similar proceeding) the substantially non-prevailing party agrees to pay to the substantially prevailing party all reasonable costs and expenses, including attorneys' fees and other legal costs, expended or incurred by the substantially prevailing party in connection therewith (whether incurred before, during, or subsequent to any such action or proceeding).

17.4. If at any time prior to the Closing Date, there shall be a taking by eminent domain proceedings or the commencement of any such proceedings, with respect to the Property, Seller shall promptly give written notice thereof to Purchaser. Purchaser shall have the right, at Purchaser's sole option, to terminate this Agreement by giving written notice to Seller within thirty (30) days after Purchaser receives written notice of such proceedings, in which event the Deposits paid shall be immediately returned to Purchaser, and neither party hereto shall have any further duties, obligations or liabilities to the other, except as specifically provided herein. If Purchaser does not so terminate this Agreement, the Purchase Price for the Property shall be reduced by the total of any awards or other proceeds received by Seller (directly or indirectly) with respect to any such taking, and at the Closing Seller, shall assign to Purchaser all rights of Seller in and to any awards or other proceeds payable by reason of any taking.

17.5. Purchaser shall have the right to assign this Agreement to an Affiliate of Purchaser or the principals of Purchaser, upon written notice to Seller at least five (5) days prior to the Closing Date; provided, however, that any such assignment shall not release the original Purchaser from any obligation or liability under this Agreement arising before or after Closing, including without limitation Surviving Provisions. No other assignment of this Agreement by Purchaser is permitted.

17.6. This Agreement has been submitted to the scrutiny of all parties hereto and their counsel, if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel.

17.7. The parties acknowledge that time is of the essence for each time and date specifically set forth in this Agreement. In computing any period of time pursuant to this Agreement, if the final day of a period, act or event falls on a day which is not a business day, then such final day shall be postponed until the next business day, but the commencement date of the time periods based on such final day shall not be postponed. A business day shall mean Monday through Friday, excluding days designated as a postal holiday by the United States Postal Service.

17.8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict or choice of laws rules.

17.9. As used in this Agreement, **"Affiliate"** means, as to any person or entity: (a) any other person or entity that, directly or indirectly, is in control of, is controlled by or is under common control with such person or entity; or (b) is a director, officer, shareholder, partner, member or associate of such person or entity, or of an Affiliate of such person or entity. **"Control"** means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise.

17.10. Neither this Agreement, nor any part thereof, nor any memorandum thereof may be recorded. Recording of any such document by, or at the direction of Purchaser, shall be a material default by Purchaser under this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and had their seals affixed.

PURCHASER:

SELLER:

City of New Port Richey, Florida

Lee Nguyen

By: _____
Debbie L. Manns, As City Manager

Date

Date

Attest:

Approved as to form:

By: _____
Judy Meyers, as City Clerk

By: _____
Timothy P. Driscoll, as City Attorney

EXHIBIT "A"

Legal Description of Property

7440 U.S. Highway 19

THE SOUTH 30 FEET OF LOTS 9 AND 10, BLOCK "E", AND A PORTION OF LOT 11, BLOCK "E" OF NEW PORT RICHEY ESTATES, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 3, PAGE 79 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, ALSO A PORTION OF THE WEST - $\frac{3}{4}$ OF THE NORTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 25 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA ALL BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 32; THENCE RUN ALONG THE NORTH BOUNDARY LINE OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 32, THE SAME BEING THE SOUTH BOUNDARY LINE OF SAID NEW PORT RICHEY ESTATES, EAST, A DISTANCE OF 370.42 FEET TO THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 266, PAGE 474 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG THE SOUTH BOUNDARY LINE OF SAID NEW PORT RICHEY ESTATES, EAST, A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF LOT 9, BLOCK "E" OF SAID NEW PORT RICHEY ESTATES, THENCE ALONG THE WEST BOUNDARY LINE OF LOT 9, BLOCK "E" OF SAID NEW PORT RICHEY ESTATES, NORTH 00°40'00" EAST, A DISTANCE OF 30.00 FEET; THENCE PARALLEL WITH THE SOUTH BOUNDARY LINE OF SAID NEW PORT RICHEY ESTATES, EAST A DISTANCE OF 108.21 FEET; THENCE SOUTH 03°59'14" WEST, A DISTANCE OF 105.21 FEET; THENCE SOUTH 38°03'44" WEST, A DISTANCE OF 157.49 FEET; THENCE SOUTH 06°53'57" WEST, A DISTANCE OF 39.15 FEET; THENCE NORTH 77°08'38" WEST, A DISTANCE OF 50.72 FEET TO THE EAST BOUNDARY LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 266, PAGE 474; THENCE ALONG THE EAST BOUNDARY LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 266, PAGE 474, NORTH A DISTANCE OF 226.54 FEET TO THE POINT OF BEGINNING. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS ALONG THAT PORTION OF THE NORTH 15 FEET OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 25 SOUTH, RANGE 16 EAST LYING BETWEEN THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 19 AND THE WESTERLY BOUNDARY LINE OF THE ABOVE-DESCRIBED PARCEL.

SAID PARCEL CONTAINING 29235.55 SQUARE FEET, 0.67 ACRES MORE OR LESS.

EXHIBIT "B"

ESCROW AGREEMENT

This Escrow Agreement is entered into by and among Lee Nguyen ("**Purchaser**"), City of New Port Richey, Florida ("**Seller**"), and Booth & Cook, P.A. ("**Escrow Agent**"):

1. Purchaser and Seller have entered into a Purchase and Sale Agreement with an Effective Date of _____, 2024 (the "**PSA**") for the purchase and sale of certain real property legally described therein ("**Property**"). All terms not defined in this Escrow Agreement shall have the meaning set forth in the PSA.

2. Pursuant to the provisions of the PSA, Seller and Purchaser have requested that Escrow Agent act as escrow agent under the PSA, and Purchaser will tender good funds to Escrow Agent in the initial amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) as a Deposit under the PSA. All amounts designated as a Deposit or Deposits under the PSA shall collectively hereinafter be referred to as the "**Deposit**".

3. All Deposits paid shall be held in a non-interest bearing account with the Escrow Agent,. The wire transfer instructions for Escrow Agent are set forth below.

4. If either party gives written notice to Escrow Agent demanding payment of the Deposit, Escrow Agent shall give prompt written notice to the other party of such demand. If Escrow Agent does not receive written notice of objection from such other party to the proposed payment within ten (10) days after the giving of such written notice, Escrow Agent is hereby authorized and directed to make such payment. If Escrow Agent does receive written notice of objection within such 10 day period or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold such amount until otherwise directed by written notice from all parties to this Agreement or a final, non-appealable judgment, order or decree of a court.

5. It is agreed that the duties of Escrow Agent are only such as are herein specifically provided, being purely ministerial in nature, and that Escrow Agent shall incur no liability whatever except for willful misconduct or gross negligence, so long as Escrow Agent has acted in good faith. Seller and Purchaser release Escrow Agent from any act done or omitted to be done by Escrow Agent in good faith in the performance of Escrow Agent's duties hereunder.

6. Escrow Agent shall be under no responsibility with respect to any Deposit placed with it other than faithfully to follow the instructions herein contained. Escrow Agent may consult with counsel and shall be fully protected in any actions taken in good faith, in accordance with counsel's advice. Escrow Agent shall not be required to defend any legal proceedings which may be instituted against Escrow Agent in respect to the subject matter of these instructions unless requested to do so by Seller and Purchaser and indemnified to the satisfaction of Escrow Agent against the cost and expense of such defense. Escrow Agent shall not be required to institute legal proceedings of any kind. Escrow Agent shall have no responsibility for the genuineness or validity of any document or other item deposited with Escrow Agent, and shall be fully protected in acting in accordance with any written instructions given to Escrow Agent hereunder and believed by Escrow Agent to have been signed by the proper parties.

7. Escrow Agent assumes no liability hereunder except that of a stakeholder. If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit, or as to whom the Deposit is to be delivered, Escrow Agent will not be obligated to make any delivery of the Deposit, but in such event may hold the Deposit until receipt by Escrow Agent of an authorization in writing signed by all of the persons having an interest in such dispute, directing the disposition of the sum, or in the absence of such authorization, Escrow Agent may hold the Deposit until the final determination of the rights of the parties in an appropriate proceeding. However, Escrow Agent shall have the right at any time, but is not required, to bring an appropriate action or proceeding for leave to place the Deposit with the court, pending such determination. Once Escrow Agent has tendered into the registry or custody of any court of competent jurisdiction all money and/or property in its possession under this Escrow Agreement, or has made delivery

of the Deposit in any other manner provided for herein, Escrow Agent shall be discharged from all duties and shall have no further liability hereunder as Escrow Agent. In the event Escrow Agent exercises its rights under this paragraph, (i) all costs incurred by Escrow Agent (including but not limited to attorneys' fees) shall be borne equally by Seller and Purchaser, and (ii) all obligations of Escrow Agent under the PSA and/or this Escrow Agreement shall terminate (except for liability of Escrow Agent for willful misconduct and/or gross negligence). Escrow Agent shall be entitled to represent Purchaser in any and all such proceedings. Seller acknowledges that Escrow Agent is the law firm which has represented Purchaser in connection with the Transaction and Seller consents to such continued representation, including representation of Purchaser in any dispute which may arise in connection with this Escrow Agreement, the Transaction, or matters related to any of the foregoing.

8. All costs incurred by Escrow Agent as escrow agent under the PSA and/or this Escrow Agreement (except costs or liabilities arising from Escrow Agent's willful misconduct and/or gross negligence) shall be borne by Purchaser, and each party agrees to indemnify and hold harmless Escrow Agent to the extent of such party's respective liability for any loss, costs, claim against Escrow Agent as escrow agent under the PSA and/or this Escrow Agreement (except for Escrow Agent's willful misconduct and/or gross negligence).

9. This Escrow Agreement may be executed in several counterparts and all so executed shall constitute one Escrow Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. Delivery by electronic transmission such as a facsimile, scanned, or other copy of a signed version of this Escrow Agreement has the same effect as delivery of an original.

10. This Escrow Agreement shall be governed by the laws of the state in which the Property is located.

11. Any notice, request, demand, instruction or other document required or permitted to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally, or by overnight express courier, or by email, or by facsimile transmission, and addressed to the parties at their respective addresses set forth in the PSA, and the same shall be effective upon receipt if delivered personally, or by email, or by confirmed facsimile, or via overnight express courier. (If a fax number listed below is inaccurate or is not working, then the date that a notice is required to be delivered shall be extended by one day.) A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

[Signatures on following page]

Executed as of _____, 2024.

SELLER:

CITY OF NEW PORT RICHEY, FLORIDA

PURCHASER:

By: _____
Debbie L. Manns, City Manager

Lee Nguyen ,

ESCROW AGENT:

Booth & Cook, P.A.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ESCROW AGENT'S WIRING INSTRUCTIONS

ABA#:

BANK:

ACCOUNT #:

ACCOUNT NAME:

ACCOUNT HOLDER ADDRESS:

ESCROW AGENT CONTACT:

Name: _____
Tel #: _____

BANK CONTACT:

Name: _____
Tel #: _____

EXHIBIT "C"

Development Agreement

This agreement for development of property is made and entered into this _____ day of _____, 2024 by and between Lee Nguyen ("Developer"), and the City of New Port Richey, Florida, a Florida municipal corporation ("Agency/City").

Witnesseth:

Whereas, Developer wishes to develop housing ("Project") on property purchased from Agency, as more particularly described in the Exhibit "A" Request for Proposals attached hereto;

Whereas, Developer has submitted a bid to Agency for the purchase of the Property and such bid has been approved through the adoption of an Ordinance by Agency and by approval of a Purchase and Sale Agreement, all of which is dependent upon Developer completing the Project in accordance with this Agreement; and

Whereas, Agency and Developer are desirous of entering into this Agreement to effectuate the successful development of the Project and to set forth the respective duties and responsibilities of the parties pertaining to developing the Project.

Now therefore, in consideration of the mutual promises and covenants contained herein to fulfill the publicly identified and legitimate goals of economic redevelopment, the parties hereto agree as follows:

Article 1. Definitions

The terms defined in this agreement shall have the following meanings:

- 1.01 "Agency" or "City" means the City of New Port Richey, Florida.
- 1.02 "Agreement" means this Agreement for Development and Disposition of Property, including any Exhibits attached hereto, and any revisions to the Agreement or any of the Exhibits.
- 1.03 "Commencement Date" means the date which is ninety (90) days from the Effective Date.
- 1.04 "Completion Date" means the date one (1) year from the Commencement Date.
- 1.05 "Construction Period" means the period beginning on the Commencement Date and ending on the Completion Date.
- 1.06 "Effective Date" shall be the closing date of the purchase of the property by the Developer from the Agency.
- 1.07 "Force Majeure" means those conditions beyond the reasonable control of Developer which will excuse Developer's performance as defined in and subject to the conditions described in this Agreement.
- 1.08 "Project" means the redevelopment of the Property in accordance with the Project Plans.
- 1.09 "Proposal" means the Developer's proposal for redevelopment of the Project Site in accordance with the Plan as submitted by the Developer to Agency, in accordance with the Request for Proposals attached hereto as Exhibit "A".
- 1.10 "Property" means the real property described in Exhibit "B" attached hereto.

Article 2. Purpose

2.01 The purpose of this Agreement is to provide for the development of the Project on the Property in accordance with the Proposal in order to provide housing.

Article 3. Developer's Proposal.

3.01 Developer's proposal for the redevelopment of the Property is hereby found to be consistent with and to further the objectives of the Agency, and is hereby approved and accepted, subject to such changes and revisions as are contemplated by this Agreement.

Article 4. Developer's Obligations.

4.01 In consideration of the terms and obligations in this Agreement, Developer shall construct a single family home on the Property, having at least three (3) bedrooms, two (2) bathrooms and a one (1) car garage ("Project").

4.02 Developer shall submit complete Project Plans and apply for such building permits necessary to complete the Project as required by the City. Developer shall submit such construction plans and specifications to the City for review in accordance with the procedures prescribed in the City's Land Development Code.

4.03 Developer shall commence the Project by the Commencement Date by obtaining all required permits and having such labor and materials at the Property to commence the construction thereof.

4.04 Developer shall complete the Project by the Completion Date by completing the construction thereof and obtaining a Certificate of Occupance from the Agency.

Article 5. Agency's Obligations.

5.01 Agency shall review the Project Plans to determine if they meet the requirements of the Proposal and this Agreement.

5.02 Agency shall not be responsible for any error or omission thereon or failure of the Project Plans to comply with any building, zoning or other regulation of the City or other regulatory agency.

5.03 Within thirty (30) days of the completion of the Project by issuance of a Certificate of Occupancy by the Agency, so long as Developer has timely completed the Project within the Construction Period, Agency shall pay Developer the sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00).

Article 6. Representation, Warranties and Covenants of Developer.

6.01 Representations and Warranties. Developer represents and warrants to Agency that the following statements are presently true and accurate:

6.01.01 Developer is a validly existing corporation under the laws of the State of Florida has all requisite power and authority to carry on its business as now conducted, to own or hold property and to enter into and perform the obligations of this Agreement and each instrument to which it is or will be a party, and consents to service of process in Florida.

6.01.02 Each document in connection with the Project to which Developer is or will be a party has been authorized and will be executed and delivered by Developer, and neither the execution and delivery, nor compliance with the terms and provisions:

6.01.01.01 requires approval and consent of any other party, except as noted herein;

- 6.01.01.02 contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on Developer; or
- 6.01.01.03 results in any default of or creation of any lien on property of Developer.

6.01.02 Each document contemplated by this Agreement to which Developer will be a party will constitute a legal, valid, and binding obligation of Developer, enforceable against Developer in accordance with the terms thereof.

6.01.03 To the knowledge of Developer, there are no pending or threatened actions against Developer, or against any officer of Developer, which are likely to materially adversely affect the consummation of this transaction or the financial condition of Developer.

6.01.04 Developer has filed all federal, state, local and foreign tax returns which were required to be filed by Developer, and has paid all taxes due on such returns.

6.01.05 The chief place of business of Developer and where records are kept concerning the Project are in New Port Richey, Florida.

6.01.06 Developer is financially capable of carrying out all obligations and responsibilities in connection with the construction of the Project.

6.01.07 Covenants. Developer covenants with Agency that:

- 6.01.07.01 Developer shall use its best efforts to timely fulfill all the conditions herein, which are within the control of Developer or which are the responsibility of Developer to fulfill;
- 6.01.07.02 During the period the obligations of Developer are in effect, Developer shall cause to continue to be in effect those instruments, documents, certificates and events contemplated by this Agreement that are applicable to, and the responsibility of, Developer;
- 6.01.07.03 Developer shall assist and cooperate with Agency and shall use its best efforts to accomplish the development of the Project, in accordance with the Proposal, this Agreement, and the Project Plans and will not violate any applicable laws, ordinances, rules, regulations or orders; and
- 6.01.07.04 Developer shall pay any costs of construction of the Project.

Article 7. Default; Termination.

7.01 Default by Developer. There shall be an "event of default" by Developer on the occurrence of any one or more of the following:

7.01.01 Developer fails to comply with any material provision of this Agreement, or

7.01.02 Developer shall not have commenced construction of the Project by the Commencement Date or shall not have completed construction of the Project by the Completion Date.

7.02 Default by Agency. Provided Developer is not then in default under this Agreement, there shall be an "event of default" by Agency under this Agreement if Agency failed to perform or comply with any material provision of this Agreement applicable to it.

7.03 Remedies Upon Default. If a default occurs, a party may provide 30 days written notice to the defaulting party, and on expiration of such 30 day period, if such default has not been cured, the non-

defaulting party may terminate this Agreement, recover damages as applicable, or seek performance of this Agreement through the remedy of injunctive relief. The parties acknowledge that injunctive relief is an appropriate remedy as the quantification of damages may be impossible or impractical, and the non-defaulting party will suffer irreparable injury upon a breach of this Agreement. Each party in any litigation shall pay their own costs, including attorney's fees and other expenses which may be incurred.

7.04 Non-Action on Failure to Observe Provisions of this Agreement. The failure of Agency or Developer to promptly insist on strict performance of any terms, covenant, condition or provision of this Agreement, or any exhibit hereto or any other agreement contemplated hereby shall not be deemed a waiver of any right or remedy that Agency or Developer may have and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

Article 8. Force Majeure.

8.01 Force Majeure. Delays in performance due to: fire, flood earthquake, windstorm, or sinkhole, unavailability of materials, equipment or fuel; war, declarations of hostilities, terrorist act, civil strife, strike, labor dispute, or epidemic, archaeological excavation, act of terrorism or act of God shall be deemed events of Force Majeure and such delays shall be excused in the manner herein provided. If such party is delayed in any work pursuant to this Agreement for occurrence of an event of Force Majeure, the date for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days such party is delayed. The party seeking excuse based on Force Majeure shall give written notice of the delay, giving its anticipated duration. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party, except for the occurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

Article 9. Antidiscrimination.

9.01 There shall be no discrimination against or segregation of anyone on account of age, sex, race, color, marital status, sexual orientation, creed, national origin, ancestry or disability in the employment for the construction of the Project or in any sale or rental of any part of the Project.

Article 10. Miscellaneous.

10.01 Assignment by Developer. Prior to the Completion Date Developer may not sell, convey, assign, or otherwise transfer or dispose of any or all of its rights, title, and interest in and to the Project, or any duty or obligation of Developer pertaining to the Project, or any part thereof without prior written consent of Agency, which consent Agency shall not unreasonably withhold or delay.

10.02 Notices. All notices, demands, requests for approvals, or other communications required to be given by either party to the other in writing shall be deemed given on the date delivered in person or on the date emailed by registered or certified mail, postage prepaid, return receipt requested, and addressed:

To Developer:
Lee Nguyen
Address: PO BOX 261611
Tampa FL 33685
Email: leetnguyen86@gmail.com

To Agency:

City Manager
City of New Port Richey, Florida
5919 Main Street
New Port Richey, FL 34652

With copy to:

Office of the City Attorney
5919 Main Street
New Port Richey, FL 34652

The address to which notice is to be sent may be changed by written notice. Until notice of change of address is received, a party may rely on the last address given. Notice shall be deemed given, if notice is by mail, on the date mailed to the address set forth above or as changed pursuant to this Section.

10.03 Invalid Provisions. If any provision of the Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and if the remainder can substantially be reasonably performed without material hardship, so as to accomplish the intent and the goals of the parties hereto.

10.04 Applicable Law and Construction. The laws of Florida shall govern this Agreement. This Agreement has been negotiated by Agency and Developer and shall not be deemed to have been prepared by either Agency or Developer, and each of them shall be deemed to have participated equally in the preparation hereof.

10.05 Submission to Jurisdiction.

10.05.01 Each party to this Agreement submits to the jurisdiction of the State of Florida, Pasco County and the courts thereof and to the jurisdiction of the United States District Court for the Middle District of Florida, for the purposes of any suit, action or other proceeding relating to this Agreement and agrees not to assert by way of a motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by such courts. Venue for any action arising under or in any way related to this Agreement shall lie exclusively in a court of competent jurisdiction in Pasco County, Florida or in the United States District Court for the Middle District of Florida.

10.05.02 If Developer has no officer, employee, or agent available for service of process as a resident of Florida, or if any permitted assignee thereof shall have no officer, employee, or agent available for service of process in Florida, Developer consents to service of process on its designated agent for and designates the Florida Secretary of State, its agent for the service of process in any court action between it and Agency, and such service shall be made as provided by the laws of the State of Florida for service on a non-resident; provided, however, that at the time of service on the Florida Secretary of State, a copy shall be mailed by prepaid, registered mail, return receipt requested, to the Developer at the address for notices.

10.06 Complete Agreement. This Agreement, and all of the terms and provisions contained herein, constitute the full and complete agreement between the parties, and supersedes and controls over all prior agreements, understandings, representations, and statements, whether written or oral, specifically including, but not limited to, the Proposal, made with regard to the matters addressed by this Agreement.

10.07 Captions. The section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement, or any part thereof.

10.08 Successors and Assigns. The terms Agency, City and Developer shall include their successor and assigns and all benefits and obligations shall inure to and bind such successors and assigns.

10.09 Holidays. Whenever a notice or performance under this Agreement is to be given on a Saturday, Sunday or legal holiday observed in the City, it shall be postponed to the next business day.

10.10 Developer Not Agent of Agency. Developer and any contractor hired by Developer are not individually or collectively an agent or contractor of Agency, and are not subject to nor required to comply with any laws, ordinances, regulations, orders or policies of or applicable to Agency applicable or relating to public works projects of Agency or contractors retained by Agency for such types of projects. Nothing contained in this Agreement shall be constructed or deemed to name, designate or cause either directly or implicitly Developer, or any contractor thereof, to be an agent for Agency.

10.11 Public Purpose. This Agreement satisfies, fulfills, and is pursuant to and for a public purpose and municipal purpose and is in the public interest, and is a powers and authority under Florida law.

10.12 Technical Amendments. If due to minor inaccuracies herein, or changes resulting from technical matters arising during the term of this Agreement, the parties agree that changes may be made which do not change the substance of this Agreement. The Executive Director, or his or her designee, as to Agency, are authorized to approve such changes and are authorized to execute any required instruments or any exhibit attached hereto or any other agreement contemplated hereby.

10.13 Permits. The failure of this Agreement to address any particular permit, condition, term, or restriction shall not relieve Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

10.14 Successors and Assigns. This Agreement shall be binding upon, and the benefits of this Agreement shall insure to, all successors in interest and proper assignments of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and had their seals affixed.

DEVELOPER:

AGENCY:

City of New Port Richey, Florida

Lee Nguyen

By: _____
Debbie L. Manns, As City Manager

Name (printed)

Attest:

Approved as to form:

By: _____
Judy Meyers, as City Clerk

By: _____
Timothy P. Driscoll, as City Attorney

DEVELOPMENT AGREEMENT

EXHIBIT "A"

REQUEST FOR PROPOSALS

DEVELOPMENT AGREEMENT

EXHIBIT "B"

LEGAL DESCRIPTION OF PROPERTY

7440 U.S. Highway 19

THE SOUTH 30 FEET OF LOTS 9 AND 10, BLOCK "E", AND A PORTION OF LOT 11, BLOCK "E" OF NEW PORT RICHEY ESTATES, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 3, PAGE 79 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, ALSO A PORTION OF THE WEST - $\frac{3}{4}$ OF THE NORTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 25 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA ALL BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 32; THENCE RUN ALONG THE NORTH BOUNDARY LINE OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 32, THE SAME BEING THE SOUTH BOUNDARY LINE OF SAID NEW PORT RICHEY ESTATES, EAST, A DISTANCE OF 370.42 FEET TO THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 266, PAGE 474 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG THE SOUTH BOUNDARY LINE OF SAID NEW PORT RICHEY ESTATES, EAST, A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF LOT 9, BLOCK "E" OF SAID NEW PORT RICHEY ESTATES, THENCE ALONG THE WEST BOUNDARY LINE OF LOT 9, BLOCK "E" OF SAID NEW PORT RICHEY ESTATES, NORTH 00°40'00" EAST, A DISTANCE OF 30.00 FEET; THENCE PARALLEL WITH THE SOUTH BOUNDARY LINE OF SAID NEW PORT RICHEY ESTATES, EAST A DISTANCE OF 108.21 FEET; THENCE SOUTH 03°59'14" WEST, A DISTANCE OF 105.21 FEET; THENCE SOUTH 38°03'44" WEST, A DISTANCE OF 157.49 FEET; THENCE SOUTH 06°53'57" WEST, A DISTANCE OF 39.15 FEET; THENCE NORTH 77°08'38" WEST, A DISTANCE OF 50.72 FEET TO THE EAST BOUNDARY LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 266, PAGE 474; THENCE ALONG THE EAST BOUNDARY LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 266, PAGE 474, NORTH A DISTANCE OF 226.54 FEET TO THE POINT OF BEGINNING. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS ALONG THAT PORTION OF THE NORTH 15 FEET OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 25 SOUTH, RANGE 16 EAST LYING BETWEEN THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 19 AND THE WESTERLY BOUNDARY LINE OF THE ABOVE-DESCRIBED PARCEL.

SAID PARCEL CONTAINING 29235.55 SQUARE FEET, 0.67 ACRES MORE OR LESS.



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: 6/4/2024

RE: First Reading, Ordinance No. 2024-2301: Amendment to Section 27-3 RE: Public Art

REQUEST:

This request is for the City Council to conduct a first reading of an ordinance relating to the amendment of Section 27-3(c) of the Code of Ordinances regarding Public Art, providing for the expenditure of funds on private property when approved by City Council.

DISCUSSION:

The Public Art Ordinance, as currently constructed, sets forth notable requirements, including:

Notable Requirements of the Public Art Ordinance

- 27-3(c) Monies on deposit in the public art fund shall be budgeted and appropriated by city council solely to pay the cost of...works of art installed in **public places [emphasis added]**. Monies derived from a municipal building project may be utilized for the installation of works of art on the project site or on such other city owned property as the city council may designate.
- 25-5 (a) Ownership of all works of art paid for with monies from the public art fund shall be vested in the city which shall obtain title to each such work of art.

A narrow reading of these requirements would inhibit the City from engaging with stakeholders like New Port Richey Main Street, Inc., and our downtown building owners on the proposed “Tides of Time” public art project and other innovative and beneficial public art projects that leverage our Public Art Fund dollars. As a result, our Administrative Team has worked with the City Attorney to propose a corresponding amendment to the Public Art Ordinance:

- (c) Monies on deposit in the public art fund shall be budgeted and appropriated by city council solely to pay the cost of selection, commissioning, acquisition, installation, maintenance, administration and insurance of works of art installed in public places, and such other places generally available to the public and approved by the City Council upon the execution of an appropriate agreement with the private property owner. Monies derived from a municipal building project may be utilized for the installation of works of art on the project site or on such other city owned property as the city council may designate.

The proposed amendment has the effect of broadening the definition of public places, enabling the City Council to make a determination as to suitable locations for public art projects. In addition to the “Tides of Time” project, in which bronze sculptures would be affixed to the front of many of Downtown’s historic buildings, it is easy to imagine how this change would allow the City Council, if it saw fit, to authorize future public art projects in public areas of technically private properties, such as public-facing plazas at Keiser University, a redeveloped River Side Inn, or Aqua Harbor Hotel, where the City and private developer might be able to collaborate on something greater than either could accomplish on their own. Staff believes that the proposed amendment would enhance the City’s ability to implement its public art program while continuing to safeguard public funds.

RECOMMENDATION:

Staff recommends the City Council’s approval of the proposed ordinance.

BUDGET/FISCAL IMPACT:

Approval of this request would allow the City to leverage funding in the Public Art Fund and better implement the Public Art Ordinance, thereby allowing the City to achieve a greater return on investment.

ATTACHMENTS:

Description	Type
▣ Ordinance No. 2024-2301: Amending Section 27-3 of the Code of Ordinances, pertaining to Public Art	Ordinance

ORDINANCE NO. 2024-2301

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR AMENDMENT OF SUBSECTION (c) OF SECTION 27-3 OF CHAPTER 27 OF THE CODE OF ORDINANCES, PERTAINING TO EXPENDITURE OF FUNDS IN THE PUBLIC ART FUND; PROVIDING FOR EXPENDITURE OF FUNDS ON PRIVATE PROPERTY WHEN APPROVED BY CITY COUNCIL; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City has an established public art fund providing for expenditures of funds to provide public art on public property;

WHEREAS, opportunities are available to allow for expenditure of public art funds on private property where the art is accessible to the public;

WHEREAS, the City Council wishes to expand the use of public art funds for art on private properties where the public maintains access thereto;

WHEREAS, the City Council has found that this ordinance provides a public purpose and enhances the City's public art fund; 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. Amendment. Subsection (c) Section 27-3 of Chapter 27 of the Code of Ordinances, pertaining to the expenditure of funds in the public art fund and providing as set forth hereafter, is hereby amended as follows (strikeout text is deleted and underlined text is added):

(c) Monies on deposit in the public art fund shall be budgeted and appropriated by city council solely to pay the cost of selection, commissioning, acquisition, installation, maintenance, administration and insurance of works of art installed in public places, and such other places generally available to the public and approved by the City Council upon the execution of an appropriate agreement with the private property owner. Monies derived from a municipal building project may be utilized for the installation of works of art on the project site or on such other city owned property as the city council may designate.

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

SECTION 3. 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 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. Effective Date. This ordinance shall take effect immediately upon its adoption as provided by law.

The foregoing Ordinance was duly read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this ____ day of _____, 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, 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 5-23-24



NEW PORT RICHEY

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

TO: City of New Port Richey City Council
FROM: Robert Kochen, Chief of Police
DATE: 6/4/2024
RE: Consider Entering Into an Agreement w/Baycare Behavioral Health

REQUEST:

Approve Memorandum of Understanding Agreement w/BayCare Behavioral Health, Inc (BCBH) in the amount of \$67,452.56 for case manager/social worker services to assist the New Port Richey Police Department's Life Improvement Facilitation Team (LIFT). Also, approve budget amendment which allocates opioid settlement fund dollars into the F.Y. 2024 police budget to pay for the case manager/social worker for the remainder of F.Y. 2024.

DISCUSSION:

The above Memorandum of Understanding Agreement with BCBH will enhance the services the LIFT Team provides to our community by having a case manager/social worker available (as per the terms of the MOU) to provide comprehensive wrap around services to help end homelessness, provide mental health support to individuals in need, provide substance abuse services to individuals in need, and to support our LIFT Teams overall efforts in the community to help and assist people.

The annual funding of \$67,452.56 for BCBH case manager/social worker services will be paid for by the Opioid settlement funds received by the City of New Port Richey. The LIFT Team will provide monthly reporting to the administration of the New Port Richey Police Department to document the activities of this partnership and its successes.

City Attorney Tim Driscoll reviewed the Memorandum of Understanding Agreement between BCBH and the City of New Port Richey and approved it as to form.

RECOMMENDATION:

Approve Memorandum of Understanding Agreement w/BayCare Behavioral Health, Inc (BCBH) in the amount of \$67,452.56 for case manager/social worker services. Also, approve budget amendment which allocates opioid settlement fund dollars into the F.Y. 2024 police budget to pay for the case manager/social worker services.

BUDGET/FISCAL IMPACT:

The budget amendment allocates \$16,900.00 from the opioid settlement funds into the F.Y. 2024 police budget to pay for case manager/social worker services for the remainder of fiscal year 2024.

ATTACHMENTS:

Description	Type
☐ Social Worker Memorandum of Understanding Agreement	Backup Material
☐ Budget Amendment	Backup Material

MEMORANDUM OF UNDERSTANDING AGREEMENT

This Memorandum of Understanding Agreement (MOU) is made effective as of the date of last signature hereto (“**Effective Date**”) by and between **BAYCARE BEHAVIORAL HEALTH, INC.**, a Florida corporation not for profit, herein referred to as “**BCBH**” and the **CITY OF NEW PORT RICHEY, FLORIDA**, hereinafter referred to as “**NPR**”, each of which may be individually referred to herein as a “**Party**” and collectively as the “**Parties**.”

WITNESSETH

WHEREAS, **NPR** desires to work collaboratively with a behavioral health provider to create a dedicated Life Improvement Facilitation Team (LIFT) to service citizens of New Port Richey with behavioral health concerns;

WHEREAS, **NPR**, through its police department, requires therapeutic on-call crisis stabilization intervention and crisis prevention on a continual basis;

WHEREAS, **BCBH** has the clinical expertise and highly qualified staff to provide behavioral health services and desires to support **NPR** initiatives;

WHEREAS, the Parties wish to work in cooperation with each other to implement and/or expand initiatives that increase public safety, avert increased spending on criminal justice systems, and improve the accessibility and effectiveness of treatment services for adults who have a mental illness, substance use disorders, or co-occurring mental health and substance use disorders, who are in, or at risk of entering, the criminal justice system; and

WHEREAS, the Parties mutually recognize the importance of sharing relevant information and data to improve treatment coordination and cross-system collaboration for individuals with behavioral health disorders who are at risk for involvement in or are already involved in the criminal justice system.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this MOU, it is agreed by and between the Parties that:

1. **TERM:** This MOU shall commence on the Effective Date, and unless otherwise terminated or extended in accordance with the provisions of this MOU, shall continue for an initial term of one (1) year (“**Initial Term**”). Thereafter, this MOU may be renewed only by written agreement signed by both Parties (“**Renewal Term**”). The Initial Term together with any Renewal Term(s) shall be referred to collectively as the “**Term**.”
2. **COOPERATION:** During the term of the MOU, the supervisory staff of **BCBH** and **NPR** will work in partnership to communicate and cooperate on all matters of mutual concern, including, but not limited to:
 - a. Process for services and target populations;
 - b. Sharing of protocols and procedures;
 - c. Involuntary hospitalizations under the Baker Act;

- d. Contact and follow-up coordinated care;
- e. Data collection and analysis, including sharing data and information which may include individual records of adult clients enrolled in **BCBH**'s mental health and/or substance abuse programs (collectively, the "records");
- f. Compliance with consents, releases of information, and regulatory guidelines; and
- g. Training and education.

3. **REQUIREMENTS:** Both Parties shall:

- a. Work together to identify specific data/indicators to be collected, shared and reported, on an ongoing basis for the purpose of improving care and cross system collaboration, applying for collaborative grants, monitoring program outcome measures, and improving system processes;
- b. Collaborate to determine and address restrictions and barriers to the sharing of information and data;
- c. Participate in and assist in facilitating a cross-system coordinated staffing, targeting "at risk" and "high utilizers" of systems to increase individual stability and public safety;
- d. Obtain all necessary consents and releases of protected health information signed by the individual served, for continuity of care with community partners, including documenting diagnoses and healthcare affiliations to provide better service to those individuals, by documenting in the CAD and/or RMS system;
- e. Handle referrals identified as appropriate for LIFT as a unified front with the purpose of engagement of individual and community-based stabilization; and
- f. Provide follow-up contacts with identified individuals until they are linked to appropriate community-based services as evidenced by a decrease in behaviors that lead to the referral to LIFT.

4. **BCBH DUTIES:** **BCBH** shall perform the duties set forth in this section.

a. **Case Management Initiative**

BCBH shall assign one (1) highly qualified mental health professional to provide case management services. The dedicated mental health professional will be available to **NPR** during the hours identified by **NPR** as having the most frequent calls for service (CFS) related to mental health crisis, to provide expertise on matters related to behavioral health and available community resources. These hours may be subject to change upon request of **NPR**.

b. **Life Improvement Facilitation Team Initiative**

BCBH shall assign one (1) highly qualified mental health professional employed by **BCBH** to be funded by **NPR**. The dedicated mental health professional will be available to **NPR** during normal business hours to provide expertise on matters related to behavioral health and available community resources. **BCBH** will provide **NPR** with such information as mutually determined from time to time as reasonably necessary to serve and advance their cooperative efforts to further each party's mutual and individual interests in enhancing outreach, assessment, diversion, treatment, care coordination, and cross-system collaboration for adults/juveniles with mental illness, substance use and/or co-occurring disorders who are at risk of or are involved with the

criminal justice system. **BCBH** will provide supervision of the mental health professional dedicated to this initiative. **BCBH** will provide training in accordance with **BCBH** policies and procedures to the mental health professional dedicated to this initiative. **BCBH** will assist in providing training to employees of **NPR** and other agencies. **BCBH** will notify **NPR** in circumstances when it believes a client is in danger to themselves or others. Further, **BCBH** shall request **NPR**'s assistance in any instance where the individual **BCBH** wishes to contact or is in contact with is believed to be armed or dangerous and will relay this information to **NPR**. **BCBH** will provide information and data to **NPR** and **NPR** will protect such data, with appropriate release of information and in accordance with the provisions of applicable statutes, including Section 394.4615, Florida Statutes, and in accordance with the Confidentiality and HIPAA section outlined below.

c. **Mobile Response Team (MRT) Initiative**

For the **MRT**, **BCBH** employees shall display credentials clearly identifying themselves as members of **BCBH**. **BCBH** may request **NPR** police assistance in situations where the team believes that the presence of police is necessary to stabilize a situation or provide for the safety of the team or others. **BCBH** shall request **NPR** police assistance in any instance where the individual it wishes to contact or are in contact with is believed to be armed and **BCBH** shall relay this information to **NPR**. **BCBH** may request **NPR** to conduct Baker Act transports in circumstances where, in accordance with Florida State Statutes and Pasco County's Transportation Exception Plan, it has determined Law Enforcement is needed to safely transport the individual. **BCBH** shall notify **NPR** in circumstances where it believes that the client is a danger to others based on his or her actions, statements, or behavior, and shall share information relevant to that belief. (This is critical in circumstances where that danger extends to a school or institution of higher learning.)

5. NPR DUTIES:

a. **Life Improvement Facilitation Team Initiative**

NPR shall collaborate system-wide efforts to divert individuals from judicial involvement to community-based service programs with the goal to initiate systemic change for the identification, intervention, and treatment of the selected adult/juvenile population. **NPR** shall fund one (1) full time case manager employed by **BCBH** to be dedicated to this initiative. **NPR** shall pay **BCBH** as a reimbursement for said employee up to a salary and cost of benefits, equipment, basic and necessary office supplies and local travel in the annual amount of \$67,452.56. **BCBH** will submit a monthly invoice for (1/12th of the annual amount) to the **NPR** Finance Department by the 15th of the month for the previous month's activity. **NPR** will process the monthly reimbursement to **BCBH** by the 30th of the month in which the invoice was received. **NPR** will provide information and training about the **NPR** Police Department to **BCBH** staff for purposes of mutual understanding, safety and collaboration. **NPR** will respond to requests from **BCBH** to stabilize situations and provide security within its jurisdiction.

b. **Mobile Response Team (MRT) Initiative**

NPR shall respond to requests from **BCBH** to stabilize situations and provide security as **NPR** resources permit. **NPR** will conduct Baker Act transports according to the Transportation Exception Plan for Pasco County. **NPR** may request **BCBH** assistance in those circumstances where an individual is in crisis and exhibiting signs of mental illness, but are not clearly identifiable as being subject to the Baker Act and are not subject to arrest for any criminal law

offense. **NPR** will consult with **BCBH** upon the arrival of **BCBH** employees and will stand by with them for a reasonable amount of time if requested to do so. Once **BCBH** employees arrive, **NPR** will collaborate with **BCBH** regarding the determination to initiate a Baker Act proceeding. **NPR** retains the authority to take the person into custody if necessary for any lawful reason, including to prevent a breach of the peace or protect its employees, **BCBH** or others. During any interaction with **BCBH**, **NPR** will complete the paperwork required by agency policy based on the circumstances.

6. **COMPLIANCE WITH GENERAL ORDERS:** **BCBH**'s agents and employees shall comply with all **NPR** Police Department General Orders, Agency Directives, and General Correspondence as currently written or hereafter amended.
7. **BACKGROUND SCREENING:** All employees or agents of **BCBH** working with the **NPR** Police Department pursuant to this MOU must have a valid State identification card (or Florida Driver License), such that the Police Department can conduct a background check, warrants check, and fingerprint clearance. Prior to any employee of **BCBH** being permitted to work at the **NPR** Police Department facilities, his or her files must be processed through and approved by the **NPR** Police Department Human Resources Section. **NPR** Police Department has the final authority of who is permitted to work at the **NPR** Police Department facilities. For any reason, as determined by **NPR** Police Department, an employee or agent of **BCBH** may be denied access to the secure areas of the **NPR** Police Department facilities and/or may be permanently denied access to the secure areas of the **NPR** Police Department facilities at any time.
8. **INDEMNIFICATION AND LIABILITY:** Without limiting the sovereign immunity of **NPR**, and to the extent specifically authorized by law, including Section 768.28, Florida Statutes, the Parties shall hold each other harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, agent or other representative of said Party. The Parties shall defend, indemnify and hold each other, and each other's respective subsidiaries, insurers, agents and employees, harmless against all liability, loss, damage and expenses (including reasonable attorneys' fees) resulting from or arising out of this MOU to the extent such liability, loss, damage or expense is proximately caused by the negligent act(s) or omission(s) by the party from whom indemnity is sought, including such party's agents or employees in furtherance of this MOU. The provisions of this Paragraph shall survive the expiration or termination of this MOU. Each Party assumes the risk of all liability arising from its respective activities pursuant to this MOU, and from the acts or omissions of its respective officers, agents, or employees.
9. **GOVERNING LAW AND VENUE:** The laws of the State of Florida govern this MOU and venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate Court in and for Pasco County, State of Florida. Each party shall be responsible for its own attorney's fees and costs.
10. **ASSIGNMENT:** The Parties shall not assign, sublet, or otherwise dispose of this MOU, without first obtaining the written consent of the other Party.
11. **COMPLIANCE WITH LAWS:** The Parties shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies

applicable thereto. The Parties shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, sex, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this MOU. The Parties will comply with the Health Insurance Portability and Accountability Act, regulations promulgated under Florida Statute chapters 394 and 491, and agree to execute the Business Associate Addendum, attached hereto as Exhibit "B" (Business Associate Addendum).

12. CONFIDENTIAL INFORMATION: Each Party acknowledges that it will have access to certain confidential information of the other Party concerning the other Party, including the terms and conditions of this MOU. "Confidential Information" shall mean all: (a) technical, business, financial, pricing and other data and/or information of the disclosing party that is disclosed/transmitted to or otherwise received/retrieved by the receiving party, whether orally or in writing; (b) patient information; and/or (c) other non-publicly available information related to the disclosing party's business or operation. Confidential Information will include, but not be limited to, each party's proprietary software and customer, employee information. Confidential Information does not have to be labeled as such to be considered confidential. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this MOU, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors on a need-to-know basis), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such Confidential Information. The receiving party will: (a) secure and protect the Confidential Information by using the same or greater level of care that it uses to protect its own confidential and proprietary information of like kind, but in no event less than a reasonable degree of care, and (b) require each of its respective employees, agents, associates, independent contractors, subcontractors, outsourcers, and/or other service providers who have access to such Confidential Information to execute confidentiality agreements in their own right that are no less restrictive than the terms of this MOU. The disclosing party retains ownership of Confidential Information. The confidentiality obligations continue until such item cease to be secret, proprietary, and/or confidential (unless as a result of wrongful conduct by receiving party or their agents. The provisions of this MOU shall be subject to the Florida Public Records Act and related laws which may supersede the provisions hereof, which is hereby acknowledged by BCBH, to the extent related to the terms of the MOU that fall under the Florida Public Records Act and related laws.

13. ENTIRE AGREEMENT: This MOU and the documents referenced herein contain the final, complete, and exclusive expression of the understanding of the Parties hereto with respect to the transactions contemplated by this MOU and supersedes any prior or contemporaneous MOU or representation, oral or written, by or between the Parties related to the subject matter hereof.

14. MODIFICATION: This MOU may be modified only by written instrument executed by both Parties. Changes to this MOU, may be made by Addenda in writing, signed by the Parties.

15. TERMINATION: Either party upon thirty (30) days written notice may terminate this MOU, without cause, upon notice delivered via certified mail, return receipt requested or via hand delivery with proof of delivery. In the event of a documented safety concern, a violation of HIPAA, or a violation of any other applicable law (including Public Records laws), either Party may terminate this MOU immediately. **NPR** may terminate this MOU immediately upon the

insolvency, bankruptcy, or receivership of **BCBH**, or its failure to maintain insurance in accordance with the insurance provision of this MOU.

16. MINIMUM SECURITY REQUIREMENTS: Throughout the Term of the Agreement, **NPR** shall:

(i) use industry standards in terms of information and data security procedures to prevent the unauthorized or fraudulent: (a) use of **NPR's** computer systems or network devices to communicate, induce, attack, or compromise **BCBH**; and (b) access, transmission, or disclosure of **BCBH** Data;

(ii) use industry standards to protect **NPR's** infrastructure, computer systems, and network devices, including but not limited to such systems and devices that access, transmit, and/or store **BCBH** Data; and

(iii) report to **BCBH's** Vice President/Chief Information Security Officer at 727-467-4700 within twenty-four (24) hours of any confirmed security breach or security incident that has the potential to impact **BCBH** or **BCBH** Data.

For purposes of this MOU, **BCBH** Data shall mean all of **BCBH's** data, records, lists, patient information, and other information to which **NPR** has access, or which is transmitted to, by, or through any **NPR** system, or which is otherwise provided to **NPR** under this MOU. **BCBH** Data shall be and remain the sole and exclusive property of **BCBH**, and **BCBH** shall retain exclusive rights and ownership thereto. The **BCBH** Data shall not be used by **NPR** for any purpose other than as required under this MOU nor shall the **BCBH** Data (or any part of the **BCBH** Data) be disclosed, sold, assigned, leased or otherwise disposed of to third parties (including any and all affiliates, subsidiaries, or other parties related to **NPR**) by **NPR** or commercially exploited or otherwise used by or on behalf of **NPR**, its officers, directors, employees, subcontractors, or agents.

17. ADVERTISING/PUBLICITY: **BCBH** has a policy prohibiting the use of its name, brand, likeness, trademarks, or other intellectual property for publicity and/or advertising purposes. All requests to use **BCBH's** name, brand, likeness, trademarks/intellectual property, statements from employees, results from questionnaires, or any other related requests ("**Publicity/Advertising Requests**") must be submitted in writing to **BCBH** for review and approval. **BCBH** may approve or disapprove all Publicity/Advertising Requests in its sole discretion. In the event that **BCBH** notifies **NPR** of any breach of this clause, **NPR** shall immediately cease and desist the breaching conduct, and **BCBH** shall be entitled to terminate this Agreement.

18. INDEPENDENT CONTRACTORS: This MOU shall create an independent contractor relationship between the parties. Nothing in this MOU shall be deemed to create a joint venture, partnership, agency, employment, or similar relationship. Neither party has authority to enter into any contract or incur any other obligation on behalf of or in the name of the other party. Each party will be solely responsible for all the acts, inactions, and/or claims relating to itself and its employees, agents, and/or subcontractors including, but not limited to: compliance with laws governing workers' compensation, Social Security, and withholding; payment of any and all federal, state and local personal income taxes; disability insurance; unemployment; and any other taxes for such persons.

19. PUBLIC RECORDS: Upon request from **NPR**'s custodian of public records, **BCBH** shall provide **NPR** a copy of any requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Florida Public Records Act or as otherwise provided by law. **BCBH** shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this MOU and following completion of this MOU if **BCBH** does not transfer the records to **NPR**. Upon completion of this MOU, **BCBH** shall transfer, at no cost to **NPR**, all public records in the possession of **BCBH** or keep and maintain public records required by **NPR** to perform the services provided in this MOU. If **BCBH** transfers all public records to **NPR** upon completion of this MOU, **BCBH** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If **BCBH** keeps and maintains public records upon completion of this MOU, **BCBH** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to **NPR**, upon request from **NPR**'s custodian of public records, in a format that is compatible with the information technology systems of City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS NEW PORT RICHEY POLICE DEPARTMENT RECORDS DEPARTMENT: 727-841-4550 OPT. 2, SERGEANT MATTHEW PATSCH, NEW PORT RICHEY POLICE DEPARTMENT, 6739 ADAMS STREET, NEW PORT RICHEY, FL 34652, PATSCHM@CITYOFNEWPORTRICHEY.ORG

20. NOTICES: Any notice or other written communications between **BCBH** and **NPR** shall be considered delivered when posted by certified mail, return receipt requested, or delivered in person to the respective party at the addresses listed below:

To: BCBH

BayCare Behavioral Health
7809 Massachusetts Avenue
New Port Richey, FL 34653

To: NPR

New Port Richey Police Department
6739 Adams Street
New Port Richey, FL 34652

With copy to:

BayCare Health System, Inc.
2985 Drew Street
Clearwater, Florida 33759
Attn: Legal Services Department

21. RESOLUTION OF DIFFERENCES: The Parties will create a process to resolve disputes or differences and to solve problems, working first to resolve disputes between them. The process will include timelines for regular meetings to review the MOU, plan collaborative activities, update each other on the plan achievement, and resolve issues. Each Party will identify a liaison to be responsible for MOU communication and plan implementation.

- 22. INSURANCE:** BCBH will provide NPR at the time of the execution of this MOU a Certificate of Insurance indicating workers' compensation, general liability, property, and casualty coverage in an amount adequate to meet contract requirements, attached hereto as Exhibit "A". BCBH's insurance will be primary and non-contributory as it relates to the work performed under this MOU. The Certificate of Insurance must contain an endorsement naming "City of New Port Richey, Florida" as additional insured and certificate holder. The Certificate of Insurance must also contain waiver of subrogation in favor of NPR. NPR shall provide BCBH a Certificate of Insurance indicating workers' compensation, general liability, property, and casualty coverage in an amount adequate to meet contract requirements, attached hereto as Exhibit "A" and the work performed under this MOU. The Certificate of Insurance must contain an endorsement naming "BayCare Health System, Inc." as additional insured and certificate holder. The Certificate of Insurance must also contain waiver of subrogation in favor of BayCare Health System, Inc. Notwithstanding the requirements of this section, either party may elect to satisfy any or all of the above insurance requirements by use of self-insurance, and/or a captive insurance company owned by the other party. The responsibility to fund any financial obligation for self-insurance and/or a captive insurance company owned by either party shall be assumed by, for the account of, and at the sole risk of that party.
- 23. INDEPENDENT CONTRACTOR:** The relationship between the Parties is that each party is independent of each other and none is the agent of the other. Each Party and its officers, agents, and employees shall not be deemed to be the officers, agents, or employees of the other Party by virtue of this MOU.
- 24. WAIVER:** This MOU shall not be construed as a waiver of any rights to sovereign immunity granted to BCBH and NPR under the laws and Constitution of the State of Florida. No waiver under this MOU will be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein.
- 25. SEVERABILITY:** If any provision of this MOU is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this MOU will otherwise remain in full force and effect and enforceable.
- 26. LICENSES:** BCBH and its employees and staff shall be duly licensed as required to perform services by the state, county and/or municipality where services are to be performed.
- 27. CJIS INFORMATION:** The FBI Criminal Justice Information Services (hereinafter referred to as "CJIS") Security Policy Version 5.9 mandates all agencies connected to the FBI CJIS systems adhere to regulations set forth within the Security Policy. Part of the Security Policy outlines directives dealing with personnel security. Included within the term "personnel" are all individuals who are utilized by criminal justice agencies to implement, deploy, and/or maintain the computers and/or networks of the criminal justice agency which are used to access FBI CJIS systems. These individuals include city/county IT personnel, and private vendors. The subject of non-criminal justice governmental personnel and private vendors is addressed in Sections 5.1.1.5(1) of the CJIS Security Policy and in the Security Addendum, which can be found in Appendix H, which will be provided to BCBH upon request. These sections include information on documentation which should be maintained in order to remain in compliance

with the Security Policy. **BCBH** shall follow all CJIS Security Policy rules and regulations, as applicable. In the event an employee or agent of **BCBH** working with **NPR** in accordance with this MOU is no longer employed by **BCBH**, **BCBH** shall immediately notify **NPR**.

28. EXCLUDED PROVIDER: Each party represents and warrants that it is not, and at no time has been, excluded, debarred, suspended, or been otherwise determined to be, or identified as, ineligible to participate in any federally funded health care program, including, but not limited to, the Medicare and Medicaid programs (collectively, the “Governmental Program”). Each party shall immediately notify the other of any threatened, proposed, or actual exclusion from any Governmental Program. In the event that either party is excluded from any Governmental Program during the Term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that either party is in breach of this Section, this MOU shall, as of the effective date of such exclusion or breach, automatically terminate. In the event that any employee, agent, or independent contractor of either party is excluded from any Governmental Program, that party must immediately remove that employee, agent, or independent contractor from providing services pursuant to this MOU. Without limiting any sovereign immunity and to the extent permitted by law, each party shall indemnify, defend, and hold harmless the other against all actions, claims, demands, liabilities, losses, damages, costs, and expenses, including reasonable attorneys’ fees, arising, directly or indirectly, out of any violation of this section.

29. SCRUTINIZED COMPANIES; E-VERIFY: This MOU may be terminated by **NPR** if **BCBH** is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel under Section 287.135 Florida Statutes. **BCBH** shall verify the immigration status of all of its employees in accordance with section 448.095 Florida Statutes, using the federal E-Verify system, and shall provide **NPR** an affidavit of compliance with the aforesaid statute within thirty (30) days of the Effective Date. This MOU may be terminated by **NPR** if **BCBH** is found to have violated or is suspected of violating section 448.095 Florida Statutes.

By signing this MOU, both agencies acknowledge that it has read and agrees to the contents therein and the representative executing this MOU as the full authority to do so.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding by their undersigned officials as duly authorized.

BayCare Behavioral Health, Inc.

City of New Port Richey, Florida

By: _____

By: _____

Name: _____

Name: Debbie L. Manns

Title: _____

Title: City Manager

Date: _____

Date: _____

EXHIBIT A
MINIMUM INSURANCE REQUIREMENTS

Professional Services

Required Insurance Coverage. Each party shall obtain, pay for, and maintain in full force and effect during the term of this Agreement the following minimum levels of insurance:

1. Workers' Compensation and Employers' Liability insurance with minimum limits of \$100,000 bodily injury each accident/\$500,000 bodily injury by disease policy limit/ \$100,000 bodily injury by disease each employee. Policy to include Waiver of Subrogation in favor of the other party identified in MOU.
2. Commercial General Liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate for bodily injury and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and products and completed operations coverage. Policy to be written using ISO form CG0001 (or equivalent) and should be endorsed to include the following if not already contained in the policy language:
 - A. Other party as identified in MOU to be included as additional insured;
 - B. To provide the policy is primary & non-contributory insurance with respect to any other insurance available to either party as to any claim for which coverage is afforded under the policy;
 - C. To provide that the policy shall apply separately to each insured against whom a claim is made or suit is brought; and
 - D. Waiver of Subrogation in favor of other party as identified in MOU.
3. Cyber Risk Liability (Network Security/Privacy Liability) insurance with limits of one million (\$1,000,000) per claim and two million (\$2,000,000) annual aggregate covering any release of private or confidential information whether electronic or non-electronic, network security breach, denial of loss of service, unauthorized access and use and spread of malicious software code.
4. Errors and Omissions Liability/Professional Liability with limits of two million (\$2,000,000) per claim and two million (\$2,000,000) annual aggregate.
5. To the extent any insurance coverage required under this MOU is purchased on a "claims-made" basis, such insurance shall cover all prior acts of the other party during the term of this MOU and such insurance shall be continuously maintained until at least three (3) years beyond the expiration or termination of this MOU for any reason. If such insurance is not continuously maintained, then the other party shall purchase "tail" coverage, effective upon termination of any such policy or upon termination or expiration of this MOU for any reason, to provide coverage for at least three (3) year from the occurrence of either such event.
6. Certificates of Insurance. Current certificates of Insurance evidencing all coverages described in this Exhibit shall be furnished to the other party prior to the inception date of the MOU.

Certificates shall indicate the retroactive date should any required policy be written on a claims-made basis, coverage/endorsement form numbers and edition dates used. Should any non-ISO forms be used, complete copies of the policy form and/or endorsement shall be attached to the certificate. Certificate shall list specific project name and address. Additionally, certificate holder name should reflect the other as identified in MOU.

7. Cancellation Or Lapse of Insurance. Each party shall give thirty (30) calendar days prior written notice to the other party of cancellation, non-renewal, or material change in coverage, scope, or amount of any policy.
8. Other Insurance Requirements. Insurance policies required hereunder shall be issued by insurance companies (i) authorized to do business in the State of Florida, and (ii) with a financial rating of at least an A-VII status as rated in the most recent edition of A.M. Best's Insurance Reports.
9. Any exception to these requirements must be approved in writing by the other party.
10. Either party may fulfill its insurance obligations through self-insurance. The rights to self-insure are conditioned upon and subject to (a) the party now having and hereafter maintaining a tangible net worth of \$100,000,000 and (b) the party maintaining appropriate loss reserves for the amount of self-insurance obligations under this MOU and otherwise which are actually derived in accordance with accepted standards of the insurance industry and accrued (i.e. charged against earnings) or otherwise funded. In the event the party fails to fulfill the foregoing self-insurance requirements, then the party shall immediately lose the right to self-insure and shall be required to provide the applicable insurance, provided, however that the party's self-insurance shall continue in full force and effect until the applicable insurance is issued by a qualified insurance company.

In the event that a party elects to self-insure and an event or claim occurs for which a defense and/or coverage would have been available from the insurance company, the party shall: (a) undertake the defense of any such claim, including a defense of the other party at the party's sole expense, and (b) use its own funds to pay any claim or replace any property or otherwise provide the funding which would have been available from insurance proceeds but for such election by the party to self-insure.



BUDGET AMENDMENT REQUEST

Date 6/4/2024

NO. _____

INCREASE

Account No.	Division	Description	Budget Current	Change	Proposed Budget
001 331215	General	Opioid Settlement Funds	-	16,900	16,900
001064 43499	General	Contractual Services	5,000	16,900	21,900
					-
					-
					-
					-
					-
					-

DECREASE

Account No.	Division	Description	Budget Current	Change	Proposed Budget

Explanation: recognize funds received from Opioid Settlement and allocate the contractual obligation for FY24 social worker contract.

Requested By: Robert Kochen
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: Gregory J. Oravec, Assistant City Manager/Economic Development Director

DATE: 6/4/2024

RE: Public Art Project, entitled “Tides of Time,” proposed by New Port Richey Main Street, Inc.

REQUEST:

This request is for the City Council’s approval of a public art project, entitled “Tides of Time,” proposed by New Port Richey Main Street, Inc., approving the use of \$27,500 from the Public Art Fund, and authorizing the City Manager to execute all agreements and forms consistent with such approval.

DISCUSSION:

As reflected in the attached letter of March 4, 2024, from Beth Louise Fregger, Design Committee Vice Chairperson, and Tina Gordon, Program Director, of New Port Richey Main Street, Inc. (NPR Main Street), NPR Main Street is proposing a multifaceted public art project which would help celebrate the City’s Centennial, our community’s history, and our historic downtown buildings through the commissioning of several small bronze statues that would be affixed to landmark buildings/locations in downtown and create an interactive downtown art adventure. Since the transmittal of the aforementioned letter, the project has continued to grow and evolve. As of the date of this writing, key components of the project include:

- In celebration of the City’s Centennial, small permanent bronze sculptures would be commissioned for each of up to 12 landmark buildings/locations in downtown.
 - The currently identified locations are: Richey Suncoast Theater, Leeston-Smith Building, The Hacienda Hotel, Havens-Chasco Inn, Clark Building, The Burnette Arcade, Swafford Building, New Port Richey Land Company Office, Morey-Bowman Building, Pasco Building, and First Bank of NPR.
- The sculptures are anticipated to be projecting from a plaque mount attached to the building face or directly to a building face accompanied by a mounted plaque.
 - The plaque would include a QR Code, which would link interested parties to an online landing page that identifies the piece of art and artist, the current building name and owner, history of each landmark, and the project sponsors.
- NPR Main Street has entered into an agreement with accomplished sculptor Gillian Harper (<https://gillianharper.com/About>).
- The proposed project has many sources of inspiration, including:
 - The Public Art Ordinance and our community’s continuing commitment to maintaining and enhancing our public art program.
 - Celebrating our Centennial by recognizing our landmarks and remembering our history.
 - The Figurines of Boras (More information available at www.atlasobscura.com/places/figurines-of-boras).The Hidden Mini Statues of Budapest (More information available at <https://budapestflow.com/hidden-mini-statues-budapest/>).
 - Connecting the permanent plaques to dynamic online educational programming.
 - Creating a participatory art adventure that can generate arts-related tourism and give our citizens another fun thing to do downtown.
 - Increasing business and contributing to economic development.
- Estimated Cost of Project is \$55,000.
- City funding of \$27,500. The balance of funding, \$27,500, to be provided by private sponsors secured

through NPR Main Street.

- The current schedule calls for completion by end of calendar year 2024.

As noted above, the project is currently estimated to cost \$55,000. It is important to highlight that NPR Main Street had originally estimated the cost at \$43,000 and sought a City sponsorship of \$20,000. However, wanting to recommend utilization of the Public Art Fund for this request and recognizing several notable requirements of the Public Art Ordinance, as set forth below, our administrative team is recommending City support of the project through a 50/50 partnership, through which the City would work with NPR Main Street to secure use licenses from each of the building's/landmark's property owners for the placement of the art, thereby making those locations (limited to where the art is placed) public places, and providing for the City to own, maintain, and insure the artwork in accordance with the Public Art Ordinance.

Notable Requirements of the Public Art Ordinance

- 27-3(c) Monies on deposit in the public art fund shall be budgeted and appropriated by city council solely to pay the cost of...works of art installed in **public places [emphasis added]**. Monies derived from a municipal building project may be utilized for the installation of works of art on the project site or on such other city owned property as the city council may designate.
- 25-5 (a) Ownership of all works of art paid for with monies from the public art fund shall be vested in the city which shall obtain title to each such work of art.

Additionally, please be advised that the City Attorney has recommended a corresponding minor update to the Public Art Ordinance, which clarifies the City Council's ability to make determinations as to "public places." Please note that this proposed amendment is being presented as a separate item under separate cover.

At its meeting of May 15, 2024, the Cultural Affairs Committee reviewed the proposed public art project, including the use of \$27,500 from the Public Art Fund, and unanimously recommended approval.

RECOMMENDATION:

Staff recommends the City Council's approval of the public art project, entitled "Tides of Time," proposed by New Port Richey Main Street, Inc., approving the use of \$27,500 from the Public Art Fund, and authorizing the City Manager to execute all agreements and forms consistent with such approval.

BUDGET/FISCAL IMPACT:

Approval of this request would impose a one-time cost of \$27,500 and minimal recurring costs for maintenance and insurance, which are still to be determined. Adequate funding is available in the Public Art Fund.

ATTACHMENTS:

Description	Type
❑ NPR Main Street Request Letter	Backup Material
❑ Example of Art, Prototype for Richey Suncoast Theatre	Backup Material
❑ Select Works of Artist Gillian Harper	Backup Material



March 4, 2024

Dear City Manager and City Council,

New Port Richey Main Street is planning a public art project in recognition of the city's upcoming 100th anniversary with permanent mini bronze sculptures throughout our downtown district associated with a historical building or site. These pieces would be permanently placed on the building and secured by a plaque with a QR code. The QR code would be directed to our website, www.nprmainstreet.com, where there would be a specific landing page identifying each statue, provide the current building name and owner, history of each landmark or building, identify the Artist, and also provide room for a list of sponsors. The artwork will be arched coming out of the plaque or a plaque mounted alongside the miniature sculpture. The sculptures would be approximately 8"-10" in length and something visitors would need to look for thus being a "hidden figure". We are modeling these after some of the city art displayed on Atlas Obscura <https://www.atlasobscura.com/places/figurines-of-boras>, other miniature sculptures, such as Budapest <https://budapestflow.com/hidden-mini-statues-budapest>, and other examples of these "hidden figures" in other popular cities. The artist highly suggests pouring all 10 statues at the same time to save on cost to produce and our goal is to have raised enough funds to have these ready for presentation and mounting by the Fall or end of 2024.

We have identified several locations of interest throughout the city and below are the landmarks or historical sites we have approached:

Richey Suncoast Theater - Originally built by Clark, Leeston-Smith, and Grey and was originally named after Thomas Meighan, a silent film star, who had dreams of making New Port Richey the "Hollywood of the South" – unfortunately the depression put an end to his dream. But throughout the past 40 years, the theater continues to strive and offer live theater and movies.

Leeston - Smith Building - Built by city leader, E. A. Leeston-Smith in 1926, for decades housed a series of bars, lounges, and restaurants such as Miller's Café from the 1930s to 1970s. In its early days, the building contained Holmes Hardware and Furniture Company, A & P Grocery, and Bailey Five and Ten Cents Store. Zen Kitchen & Bar and Sip On Grand currently house this beautiful building.

The Hacienda Hotel - One of the original "Pink Hotels of Florida", built during the roaring 20's and was operated as a hotel and event space hosting numerous silent and early 20th century actors and actresses until it closed in 1976. The hotel was restored to its original beauty in 2022 and now a main centerpiece of New Port Richey.

Havens - Chasco Inn - The oldest commercial building in downtown served as a hotel and a post office during its heyday. Currently houses Gone Juicing Cafe, Herschel's Scratch Kitchen and other professional offices.

Clark Building - Currently the location of Bourbon on Main built in 1922 and was the drug store and Pasco Hardware.

The Burnette Arcade - The first first enclosed mall built in 1927 and housed the post office and library. Currently it houses Maharajh Acupuncture & Herb Shoppe and Antique Center on Main Street.

Swafford Building - This building was the original firehouse, library, and city hall and currently the location of Social NPR, Dang Good on Main and Ordinance One.

New Port Richey Land Company Office - Located at the corner of Main and Grand was built as the original land company holding the majority of the deeds to all parcels in Port Richey and New Port Richey, but never opened due to the financial market crash.

Morey - Bowman Building - Renamed "The Blvd Building" and currently the location of Downtown Hair Lounge, Mullins Music and Lis's Pieces, it was originally the "Pearl of the West" Lodge No. 146, a Masonic Lodge in the 1920's.

Pasco Building - Built by George Sims, the Father of New Port Richey, in 1924, originally had six commercial spaces with tile and plate glass fronts and twelve offices on the second floor. Currently housed by Rose's Bistro, Boulevard Beef and Ale, Pink Brick Boutique and the White Heron Tea Room.

First Bank of NPR - This was the first formal bank and currently houses the attorney offices of McPhearson-Thomas P.A.

As noted above, we have begun contacting the property owners of these buildings for approval to mount the statues on their buildings and also include a sustainability plan for maintaining them for the next 10 years. We are happy to say we have signed approval agreements from 9 property owners.

Once the project is complete, we intend to submit it to **Atlas Obscura** to be listed in their travel destination website. We expect this listing on this international travel website will increase the city's visibility to a larger audience worldwide.

We estimate this project will cost \$43,000.

New Port Richey Main Street, Inc. and the 100th Anniversary Art Project Committee would like to offer the City of New Port Richey the Lead Sponsorship for this project with your pledge of \$20,000. In return of this pledge, the city will receive "naming rights" for the entire project with the city name and logo placed prominently on all marketing materials. Marketing materials include all NPRMS, Inc. social media platforms, collateral material, signage and a NPRMS, Inc. web page dedicated to the project. The City of New Port Richey will also be mentioned as the lead sponsor on all narrations on the project website.

As a matter of process, having all the funding in place will allow the project to complete in a timely manner. This letter and confirmation of lead sponsorship allows us to better insure a prompt delivery of the finished statues.

Thank you for your consideration.

Please let me know if you have any questions or need any additional information about the project or the sponsorship.

Cordially,

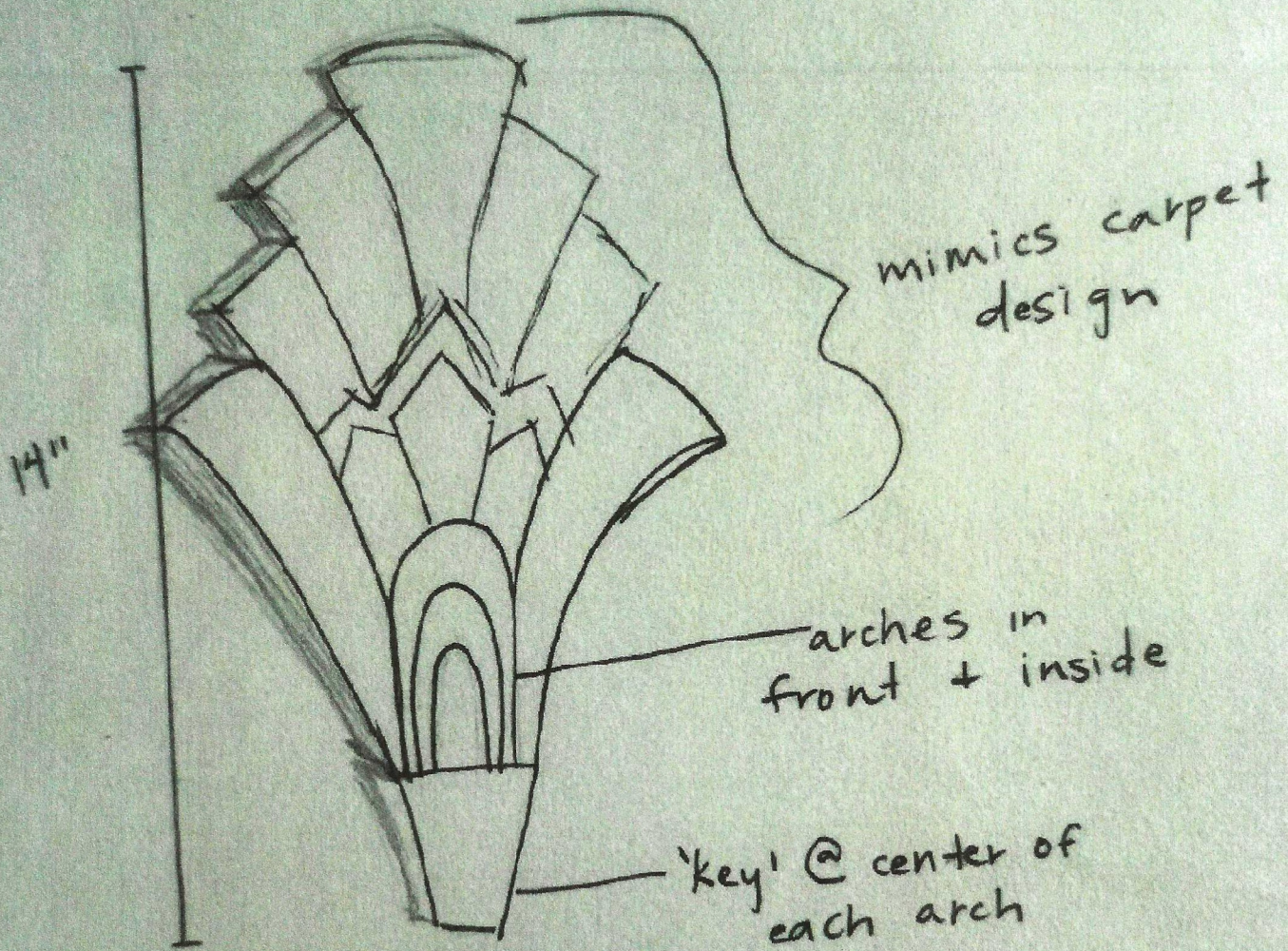
Beth Louise Fregger

Beth Louise Fregger
Design Committee Vice Chairperson
New Port Richey Main Street, Inc.

Tina Gordon

Tina Gordon
Program Director
New Port Richey Main Street, Inc.

Suncoast Theatre



<https://gillianharper.com/About>

Artist Statement

Gillian Harper is a sculptor currently based in Saint Petersburg, Florida. Through a variety of materials including cast iron, bronze, aluminum, steel, wood, found objects, and organic matter she employs a range of techniques to create art. She is particularly drawn to the fascinating complexities of nature that surround her. Through repetition, tangled lines, organic forms, and color, Gillian constructs work to connect with environment and people.

Many photos by [Nikolaus James](#) and by [Charlie Champagne](#)

<https://gillianharper.com/Resume>

Large Scale



Ongoing Life
Large Scale, Steel



Bike Rack
Large Scale, Steel



Ceann-Daorich
Large Scale, Steel, Glass



Giraffe
Large Scale, Steel



Sgt. Crackers
Large Scale, Fiberglass, Resin





Sgt. Crackers

Goldfish for OneSpark in Jacksonville, FL

Styrofoam, fiberglass, resin, paint



April 2015 Filed under [Large Scale](#), [Fiberglass](#), [Resin](#)