



CITY COUNCIL REGULAR MEETING
CITY OF NEW PORT RICHEY
NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA
August 6, 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 July 16, 2024 Work Session and Regular Meeting Minutes Page 3
5. 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.
6. Consent Agenda
 - a. Purchases/Payments for City Council Approval Page 12
7. Public Reading of Ordinances

- a. Second Reading, Ordinance No. 2024-2303: Amendments to Chapter 22, Code of Ordinances RE: Flood Damage Prevention Page 14
- b. First Reading, Ordinance No. 2024-2292: Amendments to TDR Ordinance Page 31

8. Business Items

- a. Transfer of Development Rights Density Credit Agreement w/Port Richey Leased Housing Associates III, LLLP Page 36
- b. Development Fee Agreement w/Port Richey Leased Housing Associates III, LLLP Page 79
- c. Request for Donation of Artificial Turf by The Runaways Animal Rescue Page 91
- d. Board Appointment: Margaret Carswell, Environmental Committee Page 93
- e. Board Appointments: Bonnie Martin, Beva Stevenson Karay and John Kane, Historic Preservation Board Page 102
- f. Request for Funding for Cultural Affairs Committee Re: Florida Humanities Cultural Speaker Series Page 120
- g. Resolution No. 2024-12: Designation of Open Spaces Page 129
- h. Addendum to the Law Enforcement Mutual Aid Agreement w/City of Tarpon Springs Page 154
- i. Amended and Restated Pasco County Law Enforcement Mutual Aid Agreement. Page 169
- j. 2024 Sanitary Sewer Lining Project Close Out Page 187
- k. ITB24-021 Little Road Water System Interconnect Project Bid Award Page 196
- l. Interlocal Agreement with Pasco County for the Annexation of an Enclave and the Transfer of Public Roads Jurisdiction in the Town and Country Villas Area Page 202
- m. Interlocal Agreement with Pasco County for the Neighborhood Improvements in the Town and Country Villas Area Page 215
- n. Re-Approval of Resolution No. 2024-13: Establish Tentative Millage for TRIM Page 226

9. Communications

10. 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: 8/6/2024

RE: Approval of July 16, 2024 Work Session and Regular Meeting Minutes

REQUEST:

The request is for City Council to approve the minutes from the July 16, 2024 work session and regular meeting.

DISCUSSION:

City Council conducted a work session on July 16, 2024 to discuss Strategic Plan Updates, the Capital Improvement Program and to review the City Council, City Manager and City Clerk's proposed budgets for FY24/25. City Council then met for their regularly scheduled meeting. The minutes from that meeting are attached for Council's review and approval.

RECOMMENDATION:

Staff recommends that City Council approve the minutes from the July 16, 2024 work session and regular meeting as submitted.

BUDGET/FISCAL IMPACT:

No funding is required for this item.

ATTACHMENTS:

Description	Type
☐ July 16, 2024 Work Session Minutes	Backup Material
☐ July 16, 2024 Regular Meeting Minutes	Backup Material



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

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

July 16, 2024
3:30 PM

**ORDER OF
BUSINESS**

1 Call to Order - Roll Call

The meeting was called to order by Mayor Chopper Davis at 3:30 p.m. Those in attendance were Deputy Mayor Kelly Mothershead, Councilwoman Matt Murphy, and Councilman Bertell Butler, IV. Councilman Peter Altman participated via electronically and joined the meeting at 4:02 p.m.

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 Director Mike Miller, and Assistant City Manager Gregory Oravec.

DISCUSSION ITEMS

2 Strategic Plan Update - Page 2

City Manager Manns presented the item to Council. She stated the purpose of this agenda item was to review the remaining strategies in the Strategic Plan that were not addressed at the Council work session on June 18, 2024. The remaining strategies that will be addressed at this work session are Advance Emerging Technologies, Improve Customer Service, Optimizing the City's Emergency Preparedness Response and Recovery Service and Optimizing the Resiliency of the City. City Manager Manns began her presentation by highlighting the action items under Advance Emerging Technologies. Mr. Miller provided an update on Granicus. The discussion then moved on to cameras at various city parks. City Manager Manns and Chief Fitch then highlighted the objectives, goals and action items listed under Improve Customer Experience. City Manager Manns then highlighted the objectives, goals and action items for Optimize the City's Emergency Preparedness Response and Recovery Services. Chief Fitch spoke regarding the process of achieving the Storm Ready designation.

3 Review of the FY24-25 Proposed Capital Improvement Program - Page 29

City Manager Manns introduced the item to Council. She stated the purpose of the work session

was to review the proposed projects in the Capital Improvement Program for the upcoming fiscal year. City Manager Manns then highlighted all of the different funding sources. She provided an overview of why Capital Improvement Projects are important. City Manager Manns then introduced Public Works Director Robert Rivera and Assistant Public Works Director Colin Eichenmuller who then presented the projects to Council.

Mr. Rivera began his presentation by highlighting the projects in the General Fund which included artificial turf for the Recreation & Aquatic Center, shade canopies replacement at the Recreation & Aquatic Center, pool resurfacing, Recreation & Aquatic Center outdoor basketball court resurfacing, and plunge pool resurfacing.

Mr. Rivera then highlighted the projects for the Stormwater Utility Fund which included miscellaneous flood control, Beach St. Stormwater Resiliency Improvements, and 2024 Carlton Rd., Dartmouth Rd., Berkley Ave. Resiliency Improvements.

Mr. Rivera then highlighted the projects for the Capital Improvement Fund which included James E. Grey Preserve - Phase I, 2024 France Ave Park Improvements - Phase II, James E. Grey restroom upgrades, Peace Hall renovations, Recreation & Aquatic Center Skate Park, Fire Station No. 1 Hardening Project, Fire Station No. 2 Construction Project, exterior upgrades at City Hall, City Hall restroom renovations, City Hall Campus Building Resiliency, Grand Blvd. Bridge Replacement Project, Grand Blvd. Multi-Use Path (South) Project Phases I and II.

Mr. Eichenmuller then highlighted the projects in the Water & Sewer Construction Fund which included Fleet & Purchasing Warehouse Facility, Potable & Reclaimed Water System Extensions - Misc Projects, NPR & Pasco Interconnect Upgrades, Sewer & Manhole Rehabilitation/Lining Project, Sewer Utility System Improvements, Sewer System Extensions and Town & Country Leisure Lane.

Mr. Rivera then highlighted the projects for the Redevelopment Fund which included Railroad Square improvements, Grand Blvd. Streetscape enhancements, Sims Park Boat Ramp area improvements, Cotee River Boat Ramp, Floramar Terrace Streetscape improvements, and bicycle lane improvements.

Mr. Eichenmuller then highlighted the projects for the Street Improvement Fund which included traffic sign upgrades, Neighborhood Improvements Project, LED Crosswalk signage and lighting, Roadway and Parking Lot Striping Project, Neighborhood Alley Improvements Project, West/East Grand Neighborhood Sidewalk Improvements Project, Neighborhood Sidewalk Improvements Project, and Street Improvement Project.

4 Review of Proposed Departmental Budgets for FY24-25 - Page 98

City Manager Manns introduced the item to Council. She stated it was the direction of staff to keep their budgets at 3%. She stated that yesterday some of the revenues were released. She then stated the purpose of this agenda item was to review the proposed budgets for City Council, City Manager and City Clerk for FY24/25. City Manager Manns began by presenting the proposed City Council budget. She stated there was an increase in Professional Services due to hiring a lobbyist, an increase in Travel and Training, an increase in Special Events which we provide in-kind services to, and decreases in Cultural Affairs, office supplies and computer supplies. Books and Publications was increased to cover an increase in cost of the TB Times subscription. It was the consensus of Council to keep the Cultural Affairs line item at \$12k. City Manager Manns then presented the City Manager's proposed budget. There was a decrease in Professional Services, an increase in Travel & Training, and slight decreases in Telephone and Dues and Memberships. City Manager Manns stated there was an increase in Code Books Updates and there rest of the proposed budget had no significant changes.

5 Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 5:33

p.m.

Approved: _____ (date)

Initialed: _____

_____(signed)

Judy Meyers, CMC, City Clerk



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

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

July 16, 2024
6:00 PM

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ORDER OF
BUSINESS

1. Call to Order – Roll Call

The meeting was called to order by Mayor Chopper Davis at 6:00 p.m. Those in attendance were Deputy Mayor Kelly Mothershead, Councilwoman Matt Murphy, and Councilman Bertell Butler, IV. Councilman Peter Altman arrived at 6:02 p.m.

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

2 Pledge of Allegiance

3 Moment of Silence

4 Approval of July 2, 2024 Regular Meeting Minutes

Motion was made to approve the minutes as presented.

Motion made by Bertell Butler and seconded by Kelly Mothershead. The Motion Passed. 4-0. Ayes: Butler, Davis, Mothershead, Murphy Absent: Altman

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

City Attorney Driscoll read aloud the rules governing Vox Pop. Mayor Davis then opened the floor for public comment. The following people came forward to speak:

- Judith Allen, 5940 Grand Blvd., NPR spoke regarding her Special Magistrate hearing earlier today, elder abuse and the Attorney General.

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.

6 Consent Agenda

Motion was made to accept the Consent Agenda.

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

- a Cultural Affairs Committee Minutes - March through May 2024
- b Library Advisory Board Minutes - March through May 2024
- c Purchases/Payments for City Council Approval

7 Public Reading of Ordinances

- a First Reading, Ordinance No. 2024-2303: Amendments to Chapter 22, Code of Ordinances RE: Flood Damage Prevention

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 which amends Chapter 22 of the Code of Ordinances regarding flood damage prevention. She stated that the City participates in the National Flood Insurance Program (NFIP) and participates in the NFIP's Community Rating System (CRS), a voluntary incentive program that recognizes and encourages community floodplain management activities in order for resident's insurance policies to be eligible for premium discounts. In order for the City to satisfy the prerequisite and for maintain its current CRS rating, all manufactured homes installed or replaced in special flood hazard areas must be elevated to or above at least the base flood elevation plus 1 foot, which necessitates modification of the existing requirements. She stated there were also changes to foundations for one-family and two-family dwellings in flood hazard areas. The Land Development Review Board discussed this item at their meeting on June 27, 2024 and unanimously recommended approval. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the ordinance upon its first reading.

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

8 Business Items

- a Appeal of Order to Demolish: Heino Luts, 6220 Maplewood Drive

City Manager Manns requested this item be postponed but reserve the right to put this back on the agenda and reinstate it if a real estate closing does not occur by the end of the month.

- b Board Re-Appointment: Kelly Smallwood, Cultural Affairs Committee

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve the re-appointment of Kelly Smallwood as first alternate member to the Cultural Affairs Committee. She stated that Mrs. Smallwood has been a valued member of the Cultural Affairs Committee since 2016. Her current term expired on June 7, 2024. Mrs. Smallwood has submitted an application seeking re-appointment to the Committee however she is requesting that she be re-appointed as first alternate member instead of regular member. If approved, Mrs. Smallwood's term would be for two years and would up for renewal on July 16, 2026. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the item as presented.

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

c Board Appointment: Vincent Gaddy, Cultural Affairs Committee

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve the appointment of Vincent Gaddy as a regular member of the Cultural Affairs Committee. If approved, Mr. Gaddy's term will be for two years and will be up for renewal on July 16, 2026. Upon opening the floor to public comment, Vincent Gaddy came forward to introduce himself. With no one else coming 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 Kelly Mothershead. The Motion Passed. 5-0. Ayes: Altman, Butler, Davis, Mothershead, Murphy

d Consideration of Disposal of Surplus Property for Auction

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve staff's request to identify vehicles/equipment and declare the vehicles/equipment "Surplus Equipment" and authorize staff to process the vehicles/equipment for auction using the services of The Public Group, LLC. Mr. Rivera stated that all of the vehicles are between 10-25 years old. Upon opening the floor to public comment, Judith Allen, 5940 Grand Blvd., NPR came forward to ask what vehicles are for sale and address of the auction house. With no one else coming forward therefore Mayor Davis returned the floor to Council. 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

e Public Works Operations Center HVAC Project Close Out

City Manager Manns the item to Council. She stated that the purpose of this agenda item was to approve a final pay request in the amount not to exceed \$41,250.00 and a deductive change order in the amount of \$3,750.00 to Air Mechanical and Service Corporation (AMSCO) for the Public Works Operations Center HVAC Project. Mr. Rivera stated this replacement was part of the deficiency analysis that was conducted. 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 Bertell Butler and seconded by Matt Murphy. The Motion Passed. 5-0. Ayes: Altman, Butler, Davis, Mothershead, Murphy

f Ratifying IAFF Contract

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to vote affirmatively in favor of ratifying the proposed collective bargaining agreement between the City of New Port Richey and the International Association of Firefighters (IAFF), Local 1158 for the period spanning from October 1, 2023 through September 30, 2026. She introduced Human Resources Director Arnel Wetzel who then presented the agreed upon terms and conditions as follows:

Language:

There is the clean-up and updating of language where such throughout the agreement was outdated or no longer relevant to practice.

Grievance Procedure:

Provide consistent language and increase the number of business days in which to respond to a grievance at each step by 5.

Holidays:

Officially list the addition of Juneteenth as a holiday in the contract.

City Fire Safety Inspection Program:

The City will establish a pilot Fire Safety Inspection Program in consultation with the Union. Firefighters eligible to participate in the program will be paid time and one-half their regular rate when conducting off duty inspections under the program. The City may discontinue the program at its discretion, and the discontinuation shall not be grievable.

Personnel Practices:

Employees hired on or after October 2, 2023 must obtain State of Florida Paramedic Certification within three years of their date of hire. The Fire Chief may grant an extension of up to one additional year at their discretion; however, denial of an extension shall not be grievable.

Seniority, Lay-Offs and Recall:

Consistency of lay-off and recall notice language to reflect the same number of days for each (10 business days).

Leave of Absence:

Increase designated Union representative time off to deal with Union business, conferences and training from 24 hours to 72 duty hours per fiscal year.

Uniform Issue:

Fire Chief may allow a member who achieves normal retirement to keep their City-issued helmet upon retirement.

Wages:

Step Increases

For each year of the agreement, bargaining unit members will be eligible for step increases. Each bargaining unit member is eligible for no more than one step increase per fiscal year.

1. For Fiscal Year 2023-24, effective the beginning of the first payroll period of the fiscal year, the steps reflected in Appendix A shall be increased by 5.5% from the Fiscal Year 2022-2023 steps.
2. For Fiscal Year 2024-2025, increases to each step, if any, will be established through reopener negotiations.
3. For Fiscal Year 2025-2026, increases to each step, if any, will be established through reopener negotiations.

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

9 **Communications**

Communications were deferred until the end of the CRA meeting.

10 **Adjournment**

There being no further business to consider, upon proper motion, the meeting adjourned at 6:29 p.m.

(signed) _____
Judy Meyers, CMC, City Clerk

Approved: _____ (date)

Initialed: _____



NEW PORT RICHEY

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

TO: City of New Port Richey City Council
FROM: Crystal M. Dunn, Finance Director
DATE: 8/6/2024
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

E & L Construction Group NPR Fire Station #2	\$445,897.70
Ajax Paving 2021-2022 Street Improvement Project	\$144,133.13
SC Signature Construction, Inc. Main Street Sidewalk Improvements, Payment #3	\$128,083.98
Qualis General Contractors RAC Locker Room Renovation	\$115,476.71
Payne's Environmental Services, LLC Wood Grinding at 6420 Pine Hill Rd	\$51,500.00
Core & Main Water Meters	\$26,580.00

RECURRING EXPENDITURES OVER \$25,000

Duke June 2024 Usage	\$140,919.21
Tampa Bay Water City of NPR June 2024 Usage	\$123,157.92
Enterprise FM Trust Lease for City Vehicles	\$77,418.57
Synagro Biosolid Disposable Tons	\$49,285.97



NEW PORT RICHEY

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

TO: City of New Port Richey City Council

FROM: Debbie L. Manns, ICMA-CM, City Manager

DATE: 8/6/2024

RE: Second Reading, Ordinance No. 2024-2303: Amendments to Chapter 22, Code of Ordinances RE: Flood Damage Prevention

REQUEST:

The request is for City Council to conduct a second and final reading of an ordinance which amends Chapter 22 of the Code of Ordinances regarding flood damage prevention.

DISCUSSION:

As Council will recall, the City participates in the National Flood Insurance Program (NFIP) and participates in the NFIP's Community Rating System (CRS), a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements. Currently, the City has achieved a CRS rating of Class 7, making citizens who purchase NFIP flood insurance policies eligible for premium discounts. In 2020, the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better. In order for the City to satisfy the prerequisite and for maintain its current CRS rating, all manufactured homes installed or replaced in special flood hazard areas must be elevated to or above at least the base flood elevation plus 1 foot, which necessitates modification of the existing requirements.

Chapter 553, Florida Statutes, allows for local administrative and technical amendments to the Florida Building Code that provide for more stringent requirements than those specified in the Code and allows adoption of local administrative and local technical amendments to the Florida Building Code to implement the National Flood Insurance Program and incentives. Therefore, it is the request of staff that City Council adopt a local amendment to the Florida Building Code to require foundations for one-family and two-family dwellings in flood hazard areas to be designed by registered design professionals.

The Land Development Review Board discussed this item at their meeting on June 27, 2024 and unanimously recommended approval.

RECOMMENDATION:

Staff recommends that City Council conduct a second and final reading of an ordinance which amends Chapter 22 of the Code of Ordinances regarding flood damage prevention as submitted.

BUDGET/FISCAL IMPACT:

No funding is required for this item.

ATTACHMENTS:

Description	Type
▣ Ordinance No. 2024-2303: Amendments to Chapter 22, Code of Ordinances RE: Flood Damage Prevention	Ordinance
▣ LDRB Draft Minutes - June 27, 2024	Backup Material

ORDINANCE NO. 2024-2303

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR AMENDMENT OF CHAPTER 22 OF THE LAND DEVELOPMENT CODE, PERTAINING TO FLOOD DAMAGE PREVENTION; PROVIDING FOR AMENDMENT OF SECTION 22.02.00, PERTAINING TO AN UPDATED FLOOD INSURANCE STUDY; PROVIDING FOR AMENDMENT OF SECTION 22.05.02, PERTAINING TO STANDARDS IN FLOOD HAZARD AREAS WITHOUT BASE FLOOD ELEVATIONS; PROVIDING FOR AMENDMENT OF SECTION 22.07.05, UPDATING THE FLORIDA BUILDING CODE REFERENCE; PROVIDING FOR AMENDMENT OF SECTION 22.09.04, PERTAINING TO DEFINITIONS OF TERMS USED IN THE FLOOD REGULATIONS; PROVIDING FOR AMENDMENT OF SECTION 22.10.00, PROVIDING FOR BUILDING CODE AMENDMENTS; PROVIDING FOR AMENDMENT OF SECTION 22.12.01, PERTAINING TO COMPENSATORY FILL; PROVIDING FOR AMENDMENT OF SECTION 22.12.06, PERTAINING TO EXEMPTIONS ON PLACEMENT OF FILL IN FLOOD AREAS; PROVIDING FOR AMENDMENT OF SECTION 22.13.00, PERTAINING TO ELEVATION OF MANUFACTURED HOMES IN FLOOD AREAS; PROVIDING FOR AMENDMENT OF SUBSECTION (5) OF SECTION 22.16.01, PERTAINING TO ADDITIONAL ELEVATION OF MECHANICAL, PLUMBING AND ELECTRICAL SYSTEMS IN FLOOD AREAS; PROVIDING FOR A NEW SECTION 22.18.00, PERTAINING TO PROHIBITION OF HAZARDOUS MATERIALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Port Richey participates in the National Flood Insurance Program (NFIP) and participates in the NFIP's Community Rating System (CRS), a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements;

WHEREAS, the City has achieved a CRS rating of class seven (7), making citizens who purchase NFIP flood insurance policies eligible for premium discounts;

WHEREAS, in 2020 the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better;

WHEREAS, to satisfy the prerequisite and for the City to maintain the current CRS rating, all manufactured homes installed or replaced in special flood hazard areas must be elevated to or above at least the base flood elevation plus 1 foot, which necessitates modification of the existing requirements;

WHEREAS, the City Council has determined that it is in the public interest to amend the floodplain management regulations to better protect manufactured homes and to continue participating in the Community Rating System at the current class rating;

WHEREAS, Chapter 553, Florida Statutes, allows for local administrative and technical amendments to the *Florida Building Code* that provide for more stringent requirements than those specified in the Code and allows adoption of local administrative and local technical amendments to the Florida Building Code to implement the National Flood Insurance Program and incentives;

WHEREAS, the City Council is hereby adopting a local amendment to the Florida Building Code to require foundations for one-family and two-family dwellings in flood hazard areas to be designed by registered design professionals;

WHEREAS, the City Council previously adopted local amendments to the Florida Building Code and is reformatting those amendments as part of the floodplain management regulations;

WHEREAS, this ordinance has been reviewed by the Land Development Review Board as required by law;

WHEREAS, notice of this ordinance has been provided as required by applicable law; and

WHEREAS, the New Port Richey City Council finds it necessary to implement these regulations to promote the health, safety, and welfare of the citizens of New Port Richey.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW PORT RICHEY, FLORIDA:

SECTION 1. Section 22.02.00, of Chapter 22, of the New Port Richey Land Development Code, pertaining to the basis for establishing flood hazard areas, is hereby amended, as follows (strikeout text is deleted and underlined text is added):

22.02.03 Basis for establishing flood hazard areas. The Flood Insurance Study for Pasco County, Florida and Incorporated Areas dated June 5, 2020~~September 26, 2014~~, and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this ordinance and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Development Department, located at 5919 Main Street, New Port Richey, FL 34652.

SECTION 2. Section 22.05.02, of Chapter 22, of the New Port Richey Land Development Code, pertaining to the flood hazard areas without base flood elevations, is hereby amended, as follows (strikeout text is deleted and underlined text is added):

22.05.02 Information in flood hazard areas without base flood elevations (approximate Zone A). Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the floodplain administrator shall:

- (1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices;:-
- (2) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source;:-
- (3) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the floodplain administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
 - (a) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - (b) Specify that the base flood elevation is two (2) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) ~~three (3)~~ feet;:-
- (4) Where the base flood elevation data are to be used to support a letter of map change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

SECTION 3. Section 22.07.05, of Chapter 22, of the New Port Richey Land Development Code, pertaining to flood regulation variances for historical buildings, is hereby amended, as follows (strikeout text is deleted and underlined text is added):

22.07.05 Historic buildings. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 124 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

SECTION 4. Section 22.09.04, of Chapter 22, of the New Port Richey Land Development Code, pertaining to definitions used in the flood regulations, is hereby amended, as follows (strikeout text is deleted and underlined text is added):

22.09.04 Definitions. The terms in this section shall have the meanings thereafter provided.

Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal. A request for a review of the floodplain administrator's interpretation of any provision of this chapter ~~or a request for a variance.~~

ASCE 24. A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 1612.2.] The base flood is commonly referred to as the "100-year flood" or the "one-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the flood insurance rate map (FIRM). [Also defined in FBC, B, Section 1612.2.]

Basement. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 1612.2.]

Critical facility. Hospitals, nursing homes, police stations, fire stations, and emergency operation centers that are needed for flood response activities before, during, or after a flood; and public and private utility facilities that are vital to maintaining or restoring normal services to flooded areas before, during, and after a flood; and structures or facilities that produce, use, or store highly volatile, flammable, explosive, toxic and/or water-reactive materials. The term includes facilities that are assigned Risk Category III and Risk Category IV pursuant to the Florida Building Code, Building.

Coastal construction control line. The line established by the State of Florida pursuant to F.S. § 161.053, and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area. A special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on flood insurance rate maps (FIRM) as Zone V1-V30, VE, or V. [Note: The FBC, B defines and uses the term "flood hazard areas subject to high velocity wave action" and the FBC, R uses the term "coastal high hazard areas."]

Compensatory storage. An excavated, hydraulically equivalent volume of storage within the special flood hazard area used to balance the effects of proposed fill and development on the flood hazard area (no net loss of natural flood storage capacity)

Design flood. The flood associated with the greater of the following two (2) areas: [Also defined in FBC, B, Section 1612.2.]

- (1) Area with a floodplain subject to a one (1) percent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two (2) feet. [Also defined in FBC, B, Section 1612.2.]

Development. Any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced before August 17, 1981. [Also defined in FBC, B, Section 1612.2.]

Existing manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before August 17, 1981.

~~*Expansion to an existing manufactured home park or subdivision.* The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).~~

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 1612.2.]

- (1) The overflow of inland or tidal waters; or,
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 1612.2.]

Flood hazard area. The greater of the following two (2) areas: [Also defined in FBC, B, Section 1612.2.]

- (1) The area within a floodplain subject to a one (1) percent or greater chance of flooding in any year; or;
- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood insurance rate map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 1612.2.]

Flood insurance study (FIS). The official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood boundary and floodway map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 1612.2.]

Floodplain administrator. The office or position designated and charged with the administration and enforcement of this chapter (may be referred to as the floodplain manager).

Floodplain development permit or approval. An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this chapter.

Floodway. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. [Also defined in FBC, B, Section 1612.2.]

Floodway encroachment analysis. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code. The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Functionally-dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 124 Historic Buildings.

Letter of map change (LOMC). An official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

- (1) Letter of map amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area;:-
- (2) Letter of map revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features;:-
- (3) Letter of map revision based on fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations; and:-
- (4) Conditional letter of map revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at eight thousand five hundred (8,500) pounds gross vehicular weight rating or less which has a vehicular curb weight of six thousand (6,000) pounds or less and which has a basic vehicle frontal area of forty-five (45) square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle; ~~or~~
- (2) Designed primarily for transportation of persons and has a capacity of more than twelve (12) persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 1612.2.]

Manufactured home. A structure, transportable in one (1) or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

~~*Market value.* The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this chapter, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, is the actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect and quality of construction) determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the county property appraiser.~~

New construction. For the purposes of administration of this chapter and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after August 17, 1981 and includes any subsequent improvements to such structures.

~~*New manufactured home park or subdivision.* A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after August 17, 1981.~~

Park trailer. A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in F.S. § 320.01.]

Recreational vehicle. A vehicle, including a park trailer, which is: [See F.S. § 320.01.]

- (1) Built on a single chassis;
- (2) Four hundred (400) square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Sand dunes. Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area. An area in the floodplain subject to a one (1) percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 1612.2.]

Start of construction. The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within one hundred eighty (180) days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns. Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not

occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 1612.2.]

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 1612.2.]

Substantial improvement. Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a five-year period, the cumulative cost of which equals or exceeds fifty (50) percent of the market value of the structure before the improvement or repair is started. For each building or structure, the five-year period begins on the date of the first improvement or repair of that building or structure subsequent to May 4, 1993. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include: ~~1. Any~~ project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

Variance. A grant of relief from the requirements of this chapter, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this chapter or the Florida Building Code.

Watercourse. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

SECTION 5. Section 22.10.00, of Chapter 22, of the New Port Richey Land Development Code, pertaining to flood resistant buildings and structures, is hereby amended, as follows (strikeout text is deleted and underlined text is added):

22.10.00 Buildings and structures.

22.10.01 Design and construction of buildings, structures and facilities exempt from the Florida Building Code. Pursuant to section 22.04.03 of this chapter, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of section 22.16.00 of this chapter.

22.10.02 Buildings and structures seaward of the coastal construction control line. If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

- (1) Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the Florida Building Code, Building Section 3109 and Section 1612 or Florida Building Code, Residential Section R322; and.

- (2) Minor structures and non-habitable major structures as defined in F.S. § 161.54, shall be designed and constructed to comply with the intent and applicable provisions of this chapter and ASCE 24.

22.10.03 Amendments to the Florida Building Code.

- (1) The definition for the term “Substantial Improvement” shall be as provided in Section 22.09.04 of this chapter.
- (2) The interior portions of enclosures below elevated buildings shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. The limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawl space) foundations.
- (3) Construction documents for one and two-family dwellings in flood hazard areas shall include documentation prepared and sealed by a registered design professional that the foundation design accounts for site-specific flood loads.

SECTION 6. Section 22.12.01, of Chapter 22, of the New Port Richey Land Development Code, pertaining to minimum requirements for site improvements and utilities in flood areas, is hereby amended, as follows (strikeout text is deleted and underlined text is added):

22.12.01 Minimum requirements. All proposed development shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; ~~and~~
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures; and;
- (4) Compensatory storage is provided at hydraulically equivalent volumes at a ratio of 1:1 or greater. Fill shall not be allowed to be placed in the flood hazard area without an equivalent volume of soil removed to compensate for the loss of the flood storage. Compensatory storage is to be determined by the volume of material removed above the ordinary high-water table and below the base flood elevation established for that area. The floodplain administrator may waive the requirement for compensatory storage if the applicant demonstrates that the development or fill will not increase the base flood elevation on adjacent properties.

SECTION 7. Section 22.12.06, of Chapter 22, of the New Port Richey Land Development Code, pertaining to limitations on placement of fill in flood areas, is hereby amended, as follows (strikeout text is deleted and underlined text is added):

22.12.06 Limitations on placement of fill. ~~Subject to the limitations of this chapter~~ Where permitted, fill shall be designed to be stable under conditions of flooding, including rapid rise and

rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code. Fill shall not be placed on any property within the SFHA, except when compensatory storage is provided in accordance with Section 22.12.01(4). The following exemptions may be permitted:

- (1) Fill may be placed for the purpose of constructing a stem wall, provided that the fill is completely contained within the stem wall boundaries; and
- (2) Fill may be placed for the purpose of re-establishing a natural grade where substantial erosion has occurred. This exemption shall be subject to all other sections of this chapter, the Florida Building Code, and is subject to review and may be denied by the Floodplain Manager and Building Official.

SECTION 8. Section 22.13.00, of Chapter 22, of the New Port Richey Land Development Code, pertaining to manufactured homes in flood areas, is hereby amended, as follows (strikeout text is deleted and underlined text is added):

22.13.00 Manufactured homes.

22.13.01 General. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249, and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this chapter. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.

22.13.02 Limitations on installation of new manufactured homes. Installation of new manufactured homes shall not be permitted in floodways or in coastal high hazard areas (Zone V) except in an existing manufactured home park or subdivision.

22.13.03 Foundations. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

- (1) In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.2 and this chapter; and-
- (2) In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.3 and this chapter.

22.13.04 Anchoring. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

22.13.05 Elevation. All ~~M~~manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required in the Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3

(Zone V and Coastal A Zone) shall comply with section 22.13.06 or 22.13.07 of this chapter, as applicable.

~~22.13.06 General elevation requirement. Unless subject to the requirements of section 22.13.07 of this chapter, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V).~~

~~22.13.07 Elevation requirement for certain existing manufactured home parks and subdivisions. Manufactured homes that are not subject to section 22.13.06 of this chapter, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:~~

- ~~(1) Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V); or~~
- ~~(2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than thirty-six (36) inches in height above grade.~~

~~22.13.068 Enclosures.~~ Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322 for such enclosed areas, as applicable to the flood hazard area.

~~22.13.079 Utility equipment.~~ Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322, as applicable to the flood hazard area.

SECTION 9. Subsection (5) of section 22.16.01, of Chapter 22, of the New Port Richey Land Development Code, pertaining to mechanical, plumbing and electrical systems in flood areas, is hereby amended, as follows (strikeout text is deleted and underlined text is added):

- (5) Have mechanical, plumbing, and electrical systems above the design flood elevation plus one (1) foot, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

SECTION 10. Chapter 22, of the New Port Richey Land Development Code, pertaining to flood damage prevention, is hereby amended by adding Section 22.18.00 thereto, as follows (strikeout text is deleted and underlined text is added):

22.18.00 Hazardous Materials.

22.18.01 Manufacture and storage of hazardous materials. Structures used for the manufacture or storage of hazardous materials shall not be permitted in any floodplain or floodway.

22.18.02 Discharge of hazardous materials. It shall be unlawful for any person to discharge, cause to be discharged, or allow to be discharged any hazardous materials within any floodplain or floodway.

SECTION 11. The fiscal impact of this ordinance has been reviewed in accordance with Section 553.73(4) Florida Statutes. In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. Therefore, in terms of lower potential for flood damage, there will be continued savings and benefits to consumers and property owners.

SECTION 12. If any phrase or portion of this ordinance, or the particular application thereof, shall be held invalid or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases and their application shall not be affected thereby.

SECTION 13. Any ordinances, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 14. It is the intention of the City Council and it is hereby ordained that the provisions of this ordinance shall be codified and made a part of the New Port Richey City Code, and that the sections of this ordinance may be renumbered to accomplish such codification, and that the word ordinance may be changed to “section” to accomplish such codification.

SECTION 15. This ordinance shall become effective immediately upon its adoption as provided by law.

The above and foregoing ordinance was read and approved on first reading at duly convened meeting of the City Council of the City of New Port Richey, Florida this 16th day of July, 2024.

The above and foregoing ordinance was read and approved on second reading at duly convened meeting of the City Council of the City of New Port Richey, Florida this 6th day of August, 2024.

ATTEST:

Judy Meyers, CMC, City Clerk

Alfred C. Davis, Mayor-Council Member

APPROVED AS TO FORM

By: _____
Timothy P. Driscoll, City Attorney
CA Approved 6-25-2024



LAND DEVELOPMENT REVIEW BOARD - MINUTES
CITY OF NEW PORT RICHEY
NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA
June 27, 2024
2:00 PM

Chairman John Grey called the June 27, 2024 Land Development Review Board (LDRB) public meeting and hearing to order at 2:00 pm.

Mr. Grey led the pledge of allegiance.

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

Members in Attendance

John Grey
Alan Safranek
Robert Smallwood
Don Cadle
Dan Maysilles
George Romagnoli
Marilyn deChant

Staff in Attendance

Lisa Algiere, Senior Planner
Corey Holycross, Planner
Tammy Ledford
Alec Remiesiewicz

Mr. Smallwood made a motion to approve the minutes as presented. Mr. Safranek seconded the motion. The motion was approved unanimously.

Case: Ordinance – Amending Chapter 22 of the Land Development Code

Lisa Algiere informed the board that the City is currently going through a five year review of the Community Rating System that establishes a rating that determines the amount of discount for flood insurance.

Alec Remiesiewicz presented the staff report. He informed the board that the city currently has a rating of 7 which provides a discount of 15% to flood insurance. The city is trying to achieve a rating of 5 which will increase the discount to 25%. Mr. Remiesiewicz highlighted the sections of Chapter 22 that are proposed for changes. There was discussion among the board members about the definition of hazardous materials. It was determined that there is a lack of definition in the Land Development Code.

Dr. Cadle mad a motion to recommend approval of the ordinance as presented with staff providing a definition for hazardous materials to be added to the Land Development Code at a later date. Mr. Maysilles seconded the motion. The motion was approved unanimously 7-0.

Meeting adjourned at 2:34 pm

DRAFT



NEW PORT RICHEY

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

TO: City of New Port Richey City Council
FROM: Debbie L. Manns, ICMA-CM, City Manager
DATE: 8/6/2024
RE: First Reading, Ordinance No. 2024-2292: Amendments to TDR Ordinance

REQUEST:

The request is for the City Council to conduct a first reading of an ordinance amending Chapter 20 of the Land Development Code related to the Transfer of Development Rights Program.

DISCUSSION:

The City's Transfer of Development Rights Program is a voluntary program that provides property owners an opportunity to sell development rights from their property to the city who then provides another interested party an opportunity to purchase these rights to increase the density of development at another designated location. The seller of development rights still owns the land and can continue using it, although the property is prevented from being further developed through some form of a restrictive agreement on the deed.

The purpose of the revisions being proposed to Chapter 20 of the Land Development Code relate to:

- To clarify the potential land uses of sending sites.
- To advance the requirement that the designation of property as either a sending or receiving site shall set forth in the PDD zoning approval and shall constitute a modification to an existing PDD approval .
- To eliminate the requirement that a future land use map amendment is required to accept land into the city entitlement bank.

The Land Development Review Board will consider this matter at a special meeting to be conducted at 2:00 p.m. on August 1, 2024. A copy of the minutes from their meeting will be presented to you at your meeting.

RECOMMENDATION:

The recommendation is for the City Council to conduct a first reading of the ordinance and to schedule the matter for a second reading to occur at their meeting on August 20, 2024.

BUDGET/FISCAL IMPACT:

There is no financial impact associated with this agenda item at this time.

ATTACHMENTS:

Description	Type
☐ Ordinance No. 2024-2292: Amendments to TDR Ordinance	Ordinance

ORDINANCE NO. 2024-2292

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR AMENDMENT OF SECTION 20.03.00 OF CHAPTER 20 OF THE LAND DEVELOPMENT CODE, PERTAINING TO PERMITTED USES IN THE TRANSFER OF DEVELOPMENT RIGHTS PROGRAM; PROVIDING FOR AMENDMENT OF SECTION 20.04.00 OF CHAPTER 20 OF THE LAND DEVELOPMENT CODE, PERTAINING TO PLANNED DEVELOPMENT DISTRICTS IN THE TRANSFER OF DEVELOPMENT RIGHTS PROGRAM; PROVIDING FOR AMENDMENT OF SECTION 20.05.00 OF CHAPTER 20 OF THE LAND DEVELOPMENT CODE, PERTAINING TO TRANSFERS OF DEVELOPMENT RIGHTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Port Richey has developed a transfer of development rights program within the city to manage growth and protect environmentally sensitive areas;

WHEREAS, limitations on development within the Coastal High Hazard Area improves the protection of persons and property within said areas;

WHEREAS, property owners who voluntarily limit development of their property within the Coastal High Hazard Area may be allowed credit for such development limitations;

WHEREAS, the receipt of development rights by the city allows the transfer of those development rights to other areas of the city more conducive to such increased development;

WHEREAS, the city recognizes that the restriction of development rights provides a benefit to the community even when portions of the restricted property are not designated as open space or conservation;

WHEREAS, this ordinance has been reviewed by the Land Development Review Board as required by law;

WHEREAS, notice of this ordinance has been provided as required by applicable law; and

WHEREAS, the New Port Richey City Council finds it necessary to implement these regulations to promote the health, safety, and welfare of the citizens of New Port Richey.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW PORT RICHEY, FLORIDA:

SECTION 1. Section 20.03.00, of Chapter 20, of the New Port Richey Land Development Code, pertaining to permitted uses in the transfer of development rights program, is hereby amended, as follows (strikeout text is deleted and underlined text is added):

20.03.00 Permitted uses.

1. *Sending areas.* Lands designated as transfer of development rights sending areas shall be used only for the permitted principal principle and accessory uses authorized herein and as permitted in the PDD approval for the subject site.
2. *Receiving areas.* Lands designated as transfer of development rights receiving areas shall be used only for the permitted principal principle and accessory uses authorized under the PDD approval for the subject site.
3. *Uses permitted in sending areas.* Sending lands shall be used for public parks, flood control and mitigation, open spaces and appropriate redevelopment projects permitted by a PDD approval as determined by the city. Sending sites may shall be designated with an appropriate non-residential land uses to reflect the development limitations on the site.
4. *Uses permitted in receiving areas.* Receiving areas shall be used for residential development and mixed-use development, consistent with the underlying future land use map category.
5. *Accessory uses in receiving areas.* Any permitted accessory use which is an allowable accessory use under the zoning district is permitted, and uses authorized pursuant to the PDD approval.

SECTION 2. Section 20.04.00, of Chapter 20, of the New Port Richey Land Development Code, pertaining to the planned development district in the transfer of development rights program, is hereby amended, as follows (strikeout text is deleted and underlined text is added):

20.04.00 Planned Development District rezoning required.

A Planned Development District (PDD) rezoning allowing TDRs transfers of development rights ~~as a condition of the rezoning~~ is required for participation in the coastal TDR program. The designation of a property as either a sending or receiving site shall be set forth in the PDD zoning approval and shall constitute a major modification to an existing PDD approval. The application for a PDD approval shall be subject to the requirements of section 5.01.00 for rezonings.

SECTION 3. Section 20.05.00, of Chapter 20, of the New Port Richey Land Development Code, pertaining to the transfer of development rights, is hereby amended, as follows (strikeout text is deleted and underlined text is added):

20.05.00 Transfer of development rights.

1. *TDR entitlement bank:* Transfers of development rights are made from CHHA lands (sending areas) to the entitlement bank. The city shall maintain an inventory of transferable development rights in the entitlement bank. The city council shall establish the reasonable cost value of TDR credits maintained in the entitlement bank at its discretion.
2. *Future land use map (FLUM) amendment* ~~required for sending site:~~ The A future land use map amendment may shall change the FLUM category on the sending sites to conservation, preservation, public facility or other appropriate non-residential category, as determined by

the city, to show the severance of development rights. ~~A future land use map amendment is required to sever development rights from CHHA land for transfer into the city entitlement bank.~~ Future land use amendments will be processed as required under Florida Statutes. A covenant running with the land, deed restriction or conservation easement shall be recorded evidencing the severance of the development rights from the sending site, unless the same is owned by the city.

3. *Future land use map (FLUM) amendment required for receiving site:* A future land use map amendment is required for all receiving sites:
 - a. That do not permit residential development at the time of application for the PDD approval; or
 - b. Where residential density is proposed to be increased, and in such case, the proposed PDD rezoning shall be included as part of the data and analysis supporting the proposed FLUM amendment.
4. *Maximum number of TDR credits to be transferred:* The maximum number of TDR credits transferred from sending areas to receiving areas shall not exceed the maximum number of residential units permitted by the future land use map designation and zoning district classifications for the sending area.

SECTION 4. If any phrase or portion of this ordinance, or the particular application thereof, shall be held invalid or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases and their application shall not be affected thereby.

SECTION 5. Any ordinances, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. It is the intention of the City Council and it is hereby ordained that the provisions of this ordinance shall be codified and made a part of the New Port Richey City Code, and that the sections of this ordinance may be renumbered to accomplish such codification, and that the word ordinance may be changed to “section” to accomplish such codification.

SECTION 7. The provisions of this Ordinance shall not be applied to any property to the extent the provisions hereof are inconsistent with the adopted Comprehensive Plan.

SECTION 8. This ordinance shall become effective immediately upon its adoption as provided by law.

The above and foregoing ordinance was read and approved on first reading at duly convened meeting of the City Council of the City of New Port Richey, Florida this _____ day of _____, 2024.

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

ATTEST:

Judy Meyers, CMC, City Clerk

Alfred C. Davis, Mayor-Council Member

APPROVED AS TO FORM

By: _____
Timothy P. Driscoll, City Attorney
CA Approved 7-18-2024



NEW PORT RICHEY

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

TO: City of New Port Richey City Council

FROM: Debbie L. Manns, ICMA-CM, City Manager

DATE: 8/6/2024

RE: Transfer of Development Rights Density Credit Agreement w/Port Richey Leased Housing Associates III, LLLP

REQUEST:

The request is for the City Council to authorize the City Manager to enter into a Transfer of Development Rights Density Credit Agreement with Port Richey Leased Housing Associates III, LLLP, in respect to the Anchor at Gulf Harbors project.

DISCUSSION:

As you already know, for some time now the City has been working with Dominion Apartments in respect to the 27.7 acres of property located at the northeast corner of Marine Parkway and Sea Forest Drive. The property has a Comprehensive Plan Land Use Designation of HDR – 24 (High Density Residential – 24) which would allow for the development of a maximum of 667 multifamily units on the property. The property is located within the Coastal High Hazard Area and is considered a "Sending Site". The proposed plans for the property call for the establishment of 388 units of multi-family housing for senior residents aged 62 or over.

The owner of the property has indicated that they plan to restrict the allowable density on the property to 388 in perpetuity through a covenant. Therefore, they would like to place 279 multifamily units with an appraised value of \$24,146,900.00 which is \$86,548.00 per unit in accordance with an appraisal conducted by J.D. Wallace & Associates, Inc. and dated May 25, 2023, in the City's transfer of development rights (TDR) bank.

In conjunction with the development of the project the City will assess various permitting, impact and other development fees in the estimated amount of \$2,011,674.78 which will be due to the City from the developer, and which is specifically described in the Settlement Statement identified as Exhibit "C" in the attached Agreement.

In short, the purpose of this agenda item is to request your support of an arrangement which would permit the following:

- The calculation of value for the density credits will be based on the appraised value of the TDR's
- The owner of the property would convey to the city its 279 density credits
- Density credits in the amount of 23.2 would be applied to pay the city fees in full
- The remaining density credits (255.8) would be donated to the city in the form of a charitable contribution in the sum of \$22,135,225.22

The attached agreement outlines the terms and conditions of the arrangement. The City Attorney drafted the agreement and therefore is in accord that the document appropriately addresses the full scope of the proposed transaction.

RECOMMENDATION:

Staff recommends that City Council authorize the City Manager to enter into a Transfer of Development Rights Density Credit Agreement with Port Richey Leased Housing Associates III, LLLP, in respect to the Anchor at Gulf Harbors project as requested.

BUDGET/FISCAL IMPACT:

The fiscal impact associated with this agenda item is a source of revenue to the city.

ATTACHMENTS:

Description	Type
☐ Transfer of Development Rights Density Credit Agreement	Backup Material
☐ Aerial Location Map	Backup Material

**TRANSFER OF DEVELOPMENT RIGHTS
DENSITY CREDIT AGREEMENT**

This TRANSFER OF DEVELOPMENT RIGHTS DENSITY CREDIT AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2024, by and between PORT RICHEY LEASED HOUSING ASSOCIATES III, LLLP, a Florida limited liability limited partnership (“Owner”), and the City of New Port Richey, Florida (“City”).

RECITALS:

A. Owner is the owner of certain real property located at 5570 Sea Forest Drive, New Port Richey, Florida (a/k/a 4747 Marine Parkway, New Port Richey, Florida) comprised of approximately 27.7 acres (the “Property”), as legally described in that certain Declaration of Covenants and Restrictions (the “Covenant”), attached hereto as Exhibit [A].

B. The Property has a Comprehensive Plan Land Use Designation of HDR-24,[High Density Residential-24] which allows for the development of a maximum of 667 multifamily units on the Property, accounting for the acreage of the Property (the “Base Density”). The Property lies within the Coastal High Hazard Area (“CHHA”) of the City and is considered a “Sending Site” pursuant to Chapter 20 of the City’s Land Development Code (the “Code”).

C. Owner intends to (i) develop the property to consist of 388 units of multi-family housing for senior residents aged 62 or over, and ancillary improvements thereto (the “Project”), and (ii) voluntarily restrict the allowable density on the Property in perpetuity through the Covenant, so that no more than 388 units of multi-family housing may be built on the Property.

D. Upon recordation of the Covenant limiting development of the Property to 388 multifamily units and ancillary improvements thereto, the Owner will receive a “Transfer of Development Right Credit” as such term is defined in the Code, equivalent to 279 multifamily units (the “Density Credits”), with an appraised value of \$24,146,900.00 (\$86,548.00/unit) pursuant to that certain Appraisal of Real Property by J.D. Wallace & Associates, Inc. dated May 25, 2023 (the “Appraisal”), attached hereto as Exhibit [B].

E. Various impact, permitting and other development fees in the estimated amount of \$2,011,674.78 will be due to the City from the Owner in conjunction with the development of the Project (the “City Fees”), as described in more detail in the Settlement Statement attached hereto as Exhibit [C] (the “Settlement Statement”).

F. Pursuant to the terms hereof, the Owner intends to convey to the City its 279 Density Credits to the City as (i) payment in full of the City Fees (comprising 23.2 Density Credits), and (ii) as a charitable donation to the City in the amount of \$22,135,225.22 (comprising 255.8 Density Credits).

G. Owner and the City, by entering into this Agreement, wish to define the terms pursuant to which Owner will convey the Density Credits to the City.

AGREEMENT:

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

1. Incorporation of Recitals. The Recitals set forth at the beginning of this Agreement are deemed incorporated herein, and the parties hereto represent they are true, accurate and correct.

2. Purchase and Sale of Density Credits. Subject only to the conditions set forth herein, including the Closing Conditions (as defined below), Owner does hereby agree to sell, transfer and assign to the City 23.2 Density Credits with an appraised value of \$2,011,674.78, in lieu of a cash payment for the City Fees by the Owner. City does hereby agree to purchase and accept 23.2 Density Credits with an appraised value of \$2,011,674.78 and, in consideration for the purchase of such amount of Density Credits, will consider the City Fees as paid in full. The Density Credits under this Section 2 may be referred to herein as the “Purchased Density Credits.”

3. Charitable Contribution of Density Credits. Upon completion of the Closing Conditions, Owner shall, as a charitable contribution, voluntarily and without condition donate to the City 255.8 Density Credits with an appraised value of \$22,135,225.22. The Density Credits under this Section 3 may be referred to herein as the “Donated Density Credits.”

4. Closing.

(a) The City shall not assess or credit the City Fees against Owner until recordation of the Covenant and transfer of the Density Credits from the Owner to the City through a certificate of transfer; provided, however, that the Owner shall record the Covenant and transfer the Density Credits no later than December 31, 2024, or the date thirty (30) days after the date on which the City notifies Owner that the required Comprehensive Plan amendments have been finalized to authorize such transfer of development rights, whichever is later (the “Closing Deadline”). It is acknowledged by the City and Owner that there is to be no exchange of cash funds in conjunction with the conveyance of the Purchased Density Credits or in conjunction with the conveyance of the Donated Density Credits.

(b) The Closing shall be considered to have occurred and the Density Credits transferred upon the completion of the below (each a “Closing Condition” and collectively, the “Closing Conditions”):

(i) Recordation of the Covenant by the Owner, whereby the Property shall be limited to the development of 388 multifamily units and ancillary uses thereto, thereby limiting the Property development to what the City considers an appropriate redevelopment project;

(ii) Execution by the Owner of the Certificate of Transfer of the development rights and City's acceptance thereof;

(iii) Execution by the Owner and the City of the Settlement Statement;

(iv) Execution of Form 8283 by the Owner, the Appraiser and the City, a form of which is attached hereto as Exhibit [D]; and

(v) Delivery to the City of the Appraisal.

(c) In the event that the Closing Conditions have not been met by the Closing Deadline, this Agreement and all obligations hereunder shall terminate in full and the City Fees shall be owed by the Owner to the City, and shall immediately be due and payable.

(d) Upon completion of all Closing Conditions, the City shall provide an invoice to the Owner itemizing the various City Fees and mark such invoice as "Paid in Full", "Satisfied", or other similar language denoting that such City Fees are no longer required to be paid by Owner.

5. Termination of Agreement.

(a) Owner may terminate this Agreement at any time prior to closing; provided, however, that upon termination, the City Fees shall be owed by the Owner to the City, and shall immediately be due and payable.

(b) The City may not terminate this Agreement prior to the Closing Deadline without the consent of the Owner, except for cause. For purposes hereof, cause for termination shall include any of the following:

- i. The Owner's failure to develop the Project in substantial conformance with the approvals of the City;
- ii. The Owner's timely completion of the Project, evidenced by an unconditional Certificate of Occupancy issued by the City within two (2) years of the effective date of this Agreement;
- iii. The City's notice to Owner that it has failed to finalize the Comprehensive Plan amendments necessary to authorize the Density Credits; or
- iv. Upon Owner's default under any agreement with the City related to the Project, including this Agreement, that hasn't been properly cured within thirty (30) days of City's written notice of such default.

6. Notice. All notices and other communication permitted or required hereunder shall be in writing and shall be deposited in the mail, registered or certified, postage prepaid, to a party at its address set forth below, or to such other address as the party may specify by notice given to the other party in the manner prescribed.

If to City: City Manager
5919 Main Street
New Port Richey, Florida 34652
Email: mannsd@cityofnewportrichey.org

With a copy to: City Attorney
5919 Main Street
New Port Richey, Florida 34652
Email: driscollt@cityofnewportrichey.org

If to Owner: Port Richey Leased Housing Associates III, LLLP
2905 Northwest Blvd., Suite 150
Plymouth, MN 55441
Attn: Devon Quist
Email: Devon.quist@dominiuminc.com

With a copy to: Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402
Attn: Neil Mahoney
Email: NMahoney@winthrop.com

7. Governing Law; Venue. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed, interpreted and enforced in all respects in accordance with the laws of the State of Florida. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto except as otherwise limited pursuant to Section 9 hereof.

8. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and any representation, inducement, promise or agreement between the parties with respect to the subject matter of this Agreement that is not embodied herein shall be null and void and of no further force or effect.

9. Assignment. Owner may only assign its rights under this Agreement upon prior express written consent of the City, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Owner may assign its rights under this Agreement to an affiliate of Owner.

10. Amendment. This Agreement may not be modified, amended or otherwise altered except by written agreement executed by Owner and the City.

11. No Joint Venture. The relationship between the Owner and the City is not in any manner whatsoever a joint venture or partnership and neither party shall be the agent of the other for any purpose.

12. Counterparts and Electronic Signatures. This Agreement and any amendments hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original and all of which together shall constitute one instrument. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. This Agreement may be executed by facsimile, PDF or other electronic signature and any such facsimile, PDF or other electronic signature shall be deemed an original.

13. Time is of the Essence. Time is of the essence with respect to all of the terms of this Agreement.

14. Remedies. In the event of default hereunder, the non-defaulting party shall be entitled to all remedies at law or equity including, but not limited to, specific performance. The parties waive their right to trial by jury of any action based upon this Agreement.

15. Attorneys' Fees. In the event that any party shall bring an action or legal proceeding for an alleged breach of any provision of this Agreement or any representation, warranty, covenant or agreement herein set forth, or to enforce, protect, determine or establish any term, covenant or provision of this Agreement or the rights hereunder of either party, the prevailing party shall be entitled to recover from the non-prevailing party or parties, as part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and costs, expert witness fees and court costs as may be fixed by the court.

[COUNTERPART SIGNATURE PAGES TO FOLLOW]

**COUNTERPART SIGNATURE PAGE
TRANSFER OF DEVELOPMENT RIGHTS
DENSITY CREDIT AGREEMENT**

IN WITNESS WHEREOF, the undersigned has executed this counterpart signature page to the Transfer of Development Rights Density Credit Agreement as of the day and year first above written. The undersigned by the authorized signature hereby agrees to be bound by the terms and conditions of this Transfer of Development Rights Density Credit Agreement and this counterpart signature page, and the signer represents that he or she has the full authority to bind said party to all of the terms of this Agreement.

OWNER:

**PORT RICHEY LEASED HOUSING
ASSOCIATES III, LLLP**, a Florida limited
liability limited partnership

By: Port Richey Leased Housing Associates III,
LLC

Its: General Partner

By: _____
Name: Devon Quist
Title: Vice President

**COUNTERPART SIGNATURE PAGE
TRANSFER OF DEVELOPMENT RIGHTS
DENSITY CREDIT AGREEMENT**

IN WITNESS WHEREOF, the undersigned has executed this counterpart signature page to the Transfer of Development Rights Density Credit Agreement as of the day and year first above written. The undersigned by the authorized signature hereby agrees to be bound by the terms and conditions of this Transfer of Development Rights Density Credit Agreement and this counterpart signature page, and the signer represents that he or she has the full authority to bind said party to all of the terms of this Agreement.

CITY:

**THE CITY OF NEW PORT RICHEY,
FLORIDA**

By: _____
Name: Debbie L. Manns, ICMA-CM
Title: City Manager

EXHIBIT A
The Covenant – attached

Prepared By and Return To:
Winthrop & Weinstine, P.A. (NDM)
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this "Declaration"), a covenant running with the land is hereby voluntarily made as of the [____] day of [_____] 2024, by Port Richey Leased Housing Associates III, LLLP, a Florida limited liability limited partnership (the "Declarant"), whose address is 2905 Northwest Blvd., Suite 150, Plymouth, Minnesota 55441.

RECITALS:

WHEREAS, Declarant owns and holds fee simple title to certain property in Pasco County, Florida, as more particularly described in Exhibit "A", attached hereto and made a part hereof (the "Property"),

WHEREAS, Declarant intends to construct a multi-family residential development to be known as Anchor at Gulf Harbors (the "Development"), consisting of three hundred eighty eight (388) units, which shall be operated and maintained to primarily meet the specific social and physical needs of senior residents.

WHEREAS, it is the intent of the Declarant to place restrictions and limitations of record on the Property and to limit the use for which it is intended, on its own behalf and on behalf of its successors, grantees and assigns;

WHEREAS, the City of New Port Richey, Florida (the "City"), has adopted Chapter 20 – Coastal Transfer of Development Rights Program – of the City's Land Development Code (the "Ordinance"), for various purposes, including without limitation (a) the protection of environmentally-sensitive lands, and (b) to redistribute residential development rights within the City;

WHEREAS, the Ordinance provides for (a) the transfer of certain development rights from properties within the Coastal high hazard area ("CHHA") to the City, and (b) that as a condition of transferring such development rights, a property within the CHHA must record a deed restriction that restricts such property to certain activities; and

WHEREAS, the Property is within the CHHA and the Declarant is voluntarily submitting this Declaration at its own election in accordance with the requirements of the Ordinance in order to allow a transfer of development rights from the Property to the City, and in receipt of consideration therefor hereby acknowledged by the Declarant.

NOW THEREFORE, Declarant hereby declares that the above-described Property shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions:

1. The foregoing recitals are true and correct and incorporated herein.
2. The use of the Property shall be limited to the construction, development and use of no more than three hundred eighty eight (388) total residential units and ancillary uses thereto constructed, maintained and used at all times in conformance with the ordinances and laws applicable thereto.
3. No other use of the Property shall be made, nor shall any additional development, construction or use of any kind be authorized on the Property.
4. The restrictions set forth in this Declaration shall be perpetual.
5. The foregoing restrictions are for the benefit of the City which shall have the right to enforce violations by any means legally available to the City, including injunctive relief. Declarant acknowledges that enforcement hereof by injunctive relief is an appropriate remedy for any violation of this Declaration.
6. The provisions of this instrument shall constitute a covenant running with the land and shall be recorded in the public records of Pasco County, Florida and shall remain in full force and effect and be binding upon the undersigned, its legal representatives, successors, and grantees into perpetuity.

[Signatures on following page]

**Anchor at Gulf Harbors
Declaration of Covenants and Restrictions
Signature Page**

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed in its name as of the date first above written.

WITNESSES:

PORT RICHEY LEASED HOUSING
ASSOCIATES III, LLLP, a Florida limited
liability limited partnership

Print: _____
Address: _____

By: _____
Its: General Partner

By: _____
Name: _____
Title: _____

Print: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 202_,
by _____, as _____ of _____, as the general partner of Port Richey
Leased Housing Associates III, LLLP, a Florida limited liability limited partnership. Said person
is personally known to me or has produced a valid driver's license as identification.

Notary Public; State of _____
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

EXHIBIT A

A portion of Tracts 9, 10, 11 and 12 of the Tampa-Tarpon Springs Land Company Subdivision of Section 7 and all of Tract 30 and a portion of Tract 29 of the Tampa-Tarpon Springs Land Company Subdivision of Section 8, all being in Township 26 South, Range 16 East as shown on the Plat recorded in [Plat Book 1, Pages 69 and 70](#) of the Public Records of Pasco County, Florida, being further described as follows:

Commence at the Southeast corner of said Tract 12, the same being the Southwest corner of said Tract 30 for a POINT OF BEGINNING; thence run along the South boundary line of said Tracts 10, 11 and 12, North 89 deg. 54' 54" West, a distance of 1,319.12 feet to the Southwest corner of said Tract 10; thence a distance of 260.58 feet along the arc of a curve to the right, said curve having a radius of 200.00 feet and a chord of 242.54 feet which bears North 37 deg. 40' 29" East; thence North 75 deg. 00' 00" East, a distance of 329.87 feet; thence a distance of 939.77 feet along the arc of a curve to the left, said curve having a radius of 720.00 feet and a chord of 874.47 feet which bears North 37 deg. 36' 28" East; thence a distance of 39.36 feet along the arc of a curve to the right, to the Westerly extension of the South boundary line of Pasco County parcel as described in Official Records [Book 901, Page 800](#) of the Public Records of Pasco County, Florida, said curve having a radius of 25.00 feet and a chord of 35.42 feet which bears North 45 deg. 18' 57" East; thence along the Westerly extension of the South boundary line of said Pasco County parcel and along the South boundary line of said Pasco County parcel, South 89 deg. 35' 01" East, a distance of 737.32 feet to the East boundary line of said Tract 29; thence along the East boundary line of said Tracts 29 and 30, South 0 deg. 26' 49" West, a distance of 994.61 feet to the Southeast corner of said Tract 30; thence along the South boundary line of said Tract 30, North 89 deg. 36' 29" West, a distance of 436.13 feet to the POINT OF BEGINNING; the South boundary line of said Tracts 10, 11 and 12 being the same as the South boundary line of the Northeast 1/4 of said Section 7; the South boundary line of said Tract 30 being the same as the South boundary line of the Northwest 1/4 of said Section 8.

AND

Tracts 34 and 35, Tampa-Tarpon Springs Land Company Subdivision of Section 7, Township 26 South, Range 16 East, as shown on Plat recorded in [Plat Book Pages 69 and 70](#), Pasco County, Florida.

LESS

A portion of Tract 35 of the Tampa-Tarpon Springs Land Company Subdivision of Section 7, Township 26 South, Range 16 East, as shown on the Plat recorded in [Plat Book 1, Pages 69 and 70](#) of the Public Records of Pasco County, Florida, being further described as follows;

Commence at the Southwest corner of said Tract 35 for a POINT OF BEGINNING; thence run along the West boundary line of said Tract 35, North 0 deg. 20' 58" East, a distance of 400.00; thence run South 15 deg. 03' 20" East, a distance of 414.09 feet to the South boundary line of said Tract 35; thence run along the South boundary line of said Tract 35, South 89 deg. 56' 16" West, a distance of 110.00 to the POINT OF BEGINNING.

LESS

A portion of Tracts 9, 12, 29 and Tract 30 of the Tampa-Tarpon Springs Land Company Subdivision as recorded in [Plat Book 1, Pages 69 and 70](#) of the Public Records of Pasco County, Florida, and all lying with Section 7 and 8, Township 26 South, Range 16 East, Pasco County, Florida and being more particularly described as follows:

Begin at the East 1/4 corner of said Section 7; thence along the East-West centerline of said Section 7, N 89 deg. 52' 57" W, for 439.71 feet; thence leaving said East-West centerline, N 00 deg. 22' 08" E, for 580.31 feet to the East right-of way line of Sea Forest Drive as shown on the plat of Sea Forest Drive, Phase 1B, as recorded in [Plat Book 20, Pages 125 and 126](#) of the Public Records of Pasco County, Florida, and the point of intersection with a non-tangent curve concave to the Northwest; thence Northeasterly along the arc of said curve having a radius of 720.00 feet, a central angle of 32 deg. 57' 47" and a chord bearing N 16 deg. 41' 49" E, for 408.54 feet to the point

of reverse curvature of a curve concave to the Southeast; thence Northeasterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 90 deg. 12' 35" and a chord bearing N 45 deg. 18' 57" E, for 35.42 feet to the South right-of-way line of Cross Bayou Boulevard as recorded in said plat of Sea Forest Drive, Phase 1B; thence along said South right-of-way line and it's Easterly extension thereof, S 89 deg. 35' 01" E, for 737.64 feet to the West boundary of Town and Country Villas, as recorded in [Plat Book 6, Page 9](#), of the Public Records of Pasco County, Florida; thence along said West boundary S 00 deg. 25' 05" W, for 995.19 feet to the East-West centerline of aforesaid Section 8; thence along said East-West centerline, N 89 deg 35' 38" W, for 436.96 feet to the POINT OF BEGINNING.

AND

A portion of Tract 36 of the Tampa-Tarpon Springs Land Company Subdivision of Section 7, Township 26 South, Range 16 East, as shown on the Plat recorded in [Plat Book 1, Pages 69 and 70](#) of the Public Records of Pasco County, Florida, being further described as follows:

Commence at the Northeast corner of the Southeast 1/4 of said Section 7; thence run along the East boundary line of the Southeast 1/4 of the said Section 7, South 0 deg. 21' 15" West, a distance of 985.15 feet; thence South 89 deg. 56' 16" West, a distance of 439.69 feet to the Westerly boundary line of the New Port Colony parcel as described in Official Records [Book 575, Page 461](#) of the Public Records of Pasco County, Florida for a POINT OF BEGINNING; thence run along the Westerly boundary line of said New Port Colony parcel, South 0 deg. 21' 09" West, a distance of 19.77 feet to the boundary line of the Gulf Harbors Condominium Parcel No. 71 as described Official Records [Book 883, Page 1384](#) of the Public Records of Pasco County, Florida; thence along the boundary line of said Parcel No. 71, South 89 deg. 52' 15" West, a distance of 82.14 feet; thence continue along the boundary line of said Parcel No. 71, South 5 deg. 39' 56" West, a distance of 125.19 feet to the North boundary line of the Gulf Harbor Condominium Parcel No. 72, as described in Official Record [Book 883, Page 1398](#) of the Public Records of Pasco County, Florida; thence along the North boundary line of said Parcel No. 72, South 89 deg. 52' 15" West, a distance of 713.15 feet; thence a distance of 31.58 feet along the arc of a curve to the right, said curve having a radius of 240.00 feet and a chord of 31.55 feet which bears North 3 deg. 53' 54" West; thence North 0 deg. 07' 45" West, a distance of 113.77 feet to the South boundary line of the Walker parcel as described in Official Record [Book 768, Page 512](#) of the Public Records of Pasco County, Florida; thence along the South boundary line of said Walker parcel, North 89 deg. 56' 16" East, a distance of 810.17 feet to the POINT OF BEGINNING.

ALSO DESCRIBED AS:

A parcel of land being portions of Tracts 10, 11, 34, 35 and 36, according to the Plat of TAMPA-TARPON SPRINGS LAND COMPANY, as recorded in [Plat book 1, Page 69](#), of the Public Records of Pasco County, Florida, lying in Section 7, Township 26 South, Range 16 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Southeast 1/4 of Section 7, Township 26 South, Range 16 East, Pasco County, Florida, same being the Southeast corner of Tract 12, same also being the Northeast corner of Tract 33, both according the Plat of TAMPA-TARPON SPRINGS LAND COMPANY, as recorded in [Plat book 1, Page 69](#), of the Public Records of Pasco County, Florida; thence N89°53'21"W, along the East-West Centerline of said Section 7, same being the South line of said Tract 12, same also being the North line of said Tract 33 for 439.71 feet to the Southwest corner of said Tract 12, same being the Northwest corner of said Tract 33, same also being the Northeast corner of Tract 34, same also being the Southeast corner of Tract 11, both according to

said Plat of TAMPA-TARPON SPRINGS LAND COMPANY, same also being the Northwest corner of that certain property as described in Official Records [Book 575, Page 461](#), of the Public Records of Pasco County, Florida, same also being the POINT OF BEGINNING; thence S00°20'59"W, along the East line of said Tract 34, same being the West line of said Tract 33, same also being the West line of said certain property as described in Official Records [Book 575, Page 461](#), for 986.12 feet to the Southeast corner of Tract 34, same being the Southwest corner of Tract 33; thence S00°22'24"W, continuing along said West line of that certain property as described in Official Records [Book 575, Page 461](#) for 19.76 feet to the Southwest corner of said certain property as described in Official Records [Book 575, Page 461](#), same being the point of intersection with the Northerly line of Parcel 71, as described in Official Records [Book 883, Page 1384](#), as recorded in the Public Records of Pasco County, Florida; thence the following two (2) courses along said Northerly line of Parcel 71; (1) thence S89°53'34"W, for 82.14 feet; (2) thence S05°41'15"W, for 125.19 feet to a West corner of said Parcel 71, same being the Northeast corner of Parcel 72, as described in Official Records [Book 883, Page 1398](#), as recorded in the Public Records of Pasco County, Florida; thence S89°53'34"W, along the North line of said Parcel 72 for 712.96 feet to the point of intersection with the Easterly Right-of-Way line of SEA FOREST DRIVE, according to the Plat of STOVAL ESTATES, as recorded in [Plat Book 16, Page 58](#), of the Public Records of Pasco County, Florida same being the point of intersection with a non-tangent curve, concave Easterly; thence the following two (2) courses along said Easterly Right-of-Way line of SEA FOREST DRIVE, according to the Plat of STOVAL ESTATES and the Easterly Right-of-Way line of SEA FOREST DRIVE, according to the Plat of SEA FOREST DRIVE, PHASE 1B, as recorded in Official Records [Book 20, Page 126](#), of the Public Records of Pasco County, Florida, respectively; (1) thence Northerly along the arc of said curve, with a radial bearing of N82°21'42"E, having a radius of 240.00 feet, a central angle of 07°29'56", an arc length of 31.41 feet, and a chord bearing N03°53'20"W, for 31.39 feet, to the point of tangent; (2) thence N00°08'21"W, for 113.93 feet to the point of intersection with the South line of Tract 35, according to said Plat of TAMPA-TARPON SPRINGS LAND COMPANY; thence leaving said Easterly Right-of-Way line of SEA FOREST DRIVE, according to the Plat of SEA FOREST DRIVE, PHASE 1B, N89°57'35"E, along said South line of Tract 35 for 40.66 feet; thence leaving said South line of Tract 35, N15°03'23"W, for 413.79 feet to the point of intersection with said Easterly Right-of-Way line of SEA FOREST DRIVE, according to the Plat of SEA FOREST DRIVE, PHASE 1B, same being the point of intersection with a non-tangent curve, concave Easterly; thence the following five (5) courses along said Easterly Right-of-Way line of SEA FOREST DRIVE, according to the Plat of SEA FOREST DRIVE, PHASE 1B; (1) thence Northerly along the arc of said curve, with a radial bearing of S89°41'00"E, having a radius of 300.00 feet, a central angle of 00°01'21", an arc length of 0.12 feet, and a chord bearing N00°19'41"E, for 0.12 feet, to the point of tangent; (2) thence N00°20'22"E, for 588.54 feet to the point of curvature of a curve concave Southeasterly; thence Northeasterly along the arc of said curve, having a radius of 200.00 feet, a central angle of 74°39'02", an arc length of 260.58 feet, and a chord bearing N37°39'53"E, for 242.54 feet to the point of tangent; (3) thence N74°59'24"E, for 329.87 feet to the point of curvature of a curve concave Northwesterly; (4) thence Northeasterly along the arc of said curve, having a radius of 720.00 feet, a central angle of 41°48'41", an arc length of 525.42 feet, and a chord bearing N54°05'03"E, for 513.84 feet to the point of intersection with the East line of said Tract 11, same being the West line of said Tract 12, same also being the point of intersection with a non-tangent line; (5) thence S00°21'05"W, along said East line of Tract 11, same being said West line of Tract 12, for 580.45 feet to the POINT OF BEGINNING.

EXHIBIT B
The Appraisal – attached

APPRAISAL OF REAL PROPERTY

LOCATED AT

5724 Sea Forest A/K/A 27.76 acres on Sea Forest Drive Revised
New Port Richey, FL 34652
See attached addenda.

FOR

Dominium Development and Acquisitions
375 Northridge Rd Suite 500
Atlanta, GA 30350

AS OF

5/25/2023

BY

Josie V. Wallace, MNAA Cert Gen RZ86
J.D. Wallace & Associates, Inc
5304 Balsam St
New Port Richey, FL 34652-3737
(727) 842-8875
jdwallace@westpasco.us

J.D. Wallace & Associates, Inc
 5304 Balsam St
 New Port Richey, FL 34652-3737
 (727) 842-8875

10/20/2023

Dominium Development and Acquisitions
 c/o Ryan Summerwill
 375 Northridge Rd Suite 500
 Atlanta, GA 30350

Re: Property: 5724 Sea Forest A/K/A 27.76 acres on Sea Forest Drive Revised
 New Port Richey, FL 34652
 Borrower: N/A
 File No.: 230522JW-Revised

Opinion of Value: \$ 24,146,900.//\$86,548 per TDR unit
 Effective Date: 5/25/2023

We found several comparables two are larger in size than prior comparables initially located. These comparables have been included with the original comparables which indicated a more conclusive value per TDR unit and the appraisal has been revised to reflect the new value indicated by the inclusion of these additional comparables. The information was verified by a governmental agent from the Planning and Development Department of Pasco County regarding the number of entitlements units issued to these comparable properties in order to provide for more density than the zoning is typically allowed. The number of units have appraised for the above referenced property to establish the value of the TDR units to be sold to the City of New Port Richey. The subject parcel is known as a "Sending Unit" as there are 279 available TDR Units for purchase. The appraisal contains extraordinary assumptions.

The purpose of this appraisal is to establish the TDR unit value for 279 TDR units to be purchased and transferred to the City's TDR bank. The appraisal is based on a physical analysis of the site, a locational analysis of the neighborhood & an economic analysis of the market for properties such as the subject. The appraisal was developed & the report was prepared with the intent of being in accordance the Uniform Standards of Professional Appraisal Practice.

The value conclusion of the TDR per unit price are reported as of the effective date of the appraisal 05/25/2023 and is contingent upon the certifications & limiting conditions within the appraisal.

It has been our pleasure to assist you.

Please do not hesitate to contact our office if we can be of additional assistance.

Sincerely,



Josie V. Wallace, MNAA Cert Gen RZ86
 JD Wallace & Associates, Inc
 License or Certification #: Cert Gen RZ86
 State: FL Expires: 11/30/2024
 jdwallace@westpasco.us

Client	Dominium Development and Acquisitions-Client			File No. 230522JW-Revised	
Property Address	5724 Sea Forest A/K/A 27.76 acres on Sea Forest Drive Revised				
City	New Port Richey	County	Pasco	State	FL Zip Code 34652
Appraiser	Josie V. Wallace, MNAA Cert Gen RZ86				

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- ☒ Appraisal Report (A written report prepared under Standards Rule 2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b) , pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge & belief:

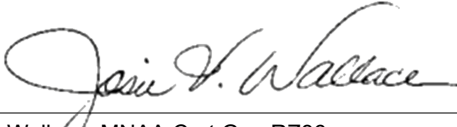
- The statements of fact contained in this report are true & correct.
- The reported analyses, opinions & conclusions are limited only by the reported assumptions & limiting conditions & are my personal, impartial & unbiased professional analyses, opinions & conclusions.
- I have no present or prospective interest in the property that is the subject of this report & no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser, regarding the property that is the subject of this report within the 3-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions & conclusions were developed & this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I Josie V. Wallace, MNAA Cert Gen RZ86, have made a personal inspection of the property that is the subject of this report on 05/25/23.
- No one provided significant real property appraisal assistance to the person(s) signing this certification, unless otherwise noted in the certification clause located in the supplemental addenda.
- Report revised 10/20/2023.

Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

See Addendum.

APPRAISER:

Signature: 

Name: Josie V. Wallace, MNAA Cert Gen RZ86
JD Wallace & Associates, Inc

State Certification #: Cert Gen RZ86

or State License #:

State: FL Expiration Date of Certification or License: 11/30/2024

Date of Signature and Report: 10/20/2023

Effective Date of Appraisal: 5/25/2023

Inspection of Subject: ☐ None ☒ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): 05/25/2023

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____

Name: _____

State Certification #: _____

or State License #: _____

State: _____ Expiration Date of Certification or License: _____

Date of Signature: _____

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): _____

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ADDITIONAL COMPARABLE SALES

File No. 230522JW-Revised

x

MARKET DATA ANALYSIS

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 10		COMPARABLE NO. 11		COMPARABLE NO. 12	
Address	5724 Sea Forest A/K/A 27.76 acres on Sea Forest Drive Revis New Port Richey, FL 34652	8128 Tanager Sq New Port Richey, FL 34655		5006 Sunbelt Ln New Port Richey, FL 34652		7217 Perrine Ranch Rd New Port Richey, FL	
Proximity to Subject		4.03 miles SE		0.85 miles SW		4.19 miles SE	
Sales Price	\$ N/A		\$ 1,400,000		\$ 2,000,000		\$ 2,000,000
Price	\$		\$		\$		\$
Data Source(s)	Physical Inspection	Driveby/No MLS/Realist		Driveby/No current MLS/Realist		Driveby/MLS#J966671;DOM 0	
ITEM	DESCRIPTION	DESCRIPTION	+(−)\$ Adjust.	DESCRIPTION	+(−)\$ Adjust.	DESCRIPTION	+(−)\$ Adjust.
Date of Sale/Time Adj.	N/A	s:06/2022	+71,500	s:07/2023	0	s:09/2023	0
Location	Sup,all support facil in place	Old County Rd 54	0	W side US19&Palmetto	0	Nside PerrineRanchRd	
Site/View	Residential	Res & Comm	+50,000	Residential		Res & Comm	+50,000
Zoning	MF-2,	MF-1,	+200,000	MF-14, NPR zoning	+50,000	MF-1,	+200,000
#of Units per zoning	449 Potential Units	94 Potential Units		102 Potential Units		120 MF units/Plan avail	
Size of site	27.76 acs MOL	18.82 acs MOL	+665,038	8.43 acs MOL	+1,528,655	11.80 acs MOL	+1,352,546
Conditions of Site	Treed & Brush	Partially Cleared		Cleared & Level		Treed & Brush	
Sales or Financing Concessions	N/A N/A	Private Prty Lender None Noted		Conventional None Noted		Private None Noted	
Net Adj. (Total)		☒ + ☐ −	\$ 986,538	☒ + ☐ −	\$ 1,578,655	☒ + ☐ −	\$ 1,602,546
Indicated Value of Subject		70.5 70.5	\$ 2,386,538	78.9 78.9	\$ 3,578,655	80.1 80.1	\$ 3,602,546
Comments on Market Data These (3) new comparables #10, #11, and #12 have been added to the appraisal in order to establish the value of the subject's 27.76 acres more or less before the annexation of the subject into the City of New Port Richey and the City approved the PDD zoning that provides subject the higher density of 24 units per acre. This is a hypothetical condition as the subject presently has the PDD zoning in place, however after much consideration to other methods of determining the value of the TDR's that will be available for sending to the TDR Bank. It was concluded in order to make the final determination of the value of the TDR's the appraiser had to first determine the value of the vacant land under the Pasco County zoning of MF-2 prior to the annexation. Since the first revision completed previously on 09/20/2023 had (3) newer sales of multi-family zoned vacant parcels more similar in site size to the subject located in the county that had received entitlements from the Pasco Planning and Development Department for a higher density than allowed under the multi-family zoning, those three comparable sales #7, #8 and #9 were used in this final revision and were adjusted for the difference between the 667 units of the subject and the individual number of entitlements of each parcel. Then value was established for the subject prior to the annexation and while still under the county's MF-2 zoning which per the MF-2 ordinance would permit a maximum of 18 units per acre. There were only a limited number of recent sold comparables of vacant multi-family parcels and these comparables are considered after adjustments to be reliable indicators of value for the"Before Value" of the subject. Comparables #10, #11 and #12 after adjustments of time when required, site view, less density zoning, and site size indicate the "Before Value" :							
" Before Value" determined to be \$3,000,000.							
Final Opinion of the Total Value of 279 TDR Units on 10/20/2023:							
"After Value" Total 27,146,900							
Less: "Before Value" Total -3,000,000							
Total Value of the TDRS \$24,146,900 divided by 279 units equals:							
Unit Value of the 279 TDRS \$ 86,548 per TDR unit							
Aerial Maps have been furnished in the addendum pages for these new comparables in lieu of photos for comparables #10, #11, and #12. The comparables were all weighted in the final analysis, and comparable #11 was in closest proximity, and comparable #12 was the most recent sale. Comparable #10 was an irregular shaped parcel and has entrance and exit off Old County Road 54 it did have the most similar overall site size to the subject. Most weight to comparable #11 for its similar density due to the MF-14 zoning and location within the city. Secondary weight to comparables 12 and #10. All comparables exceed typical adjustment guidelines which is not considered adverse in the appraisal of vacant land due to the diversity of location, zoning, site size and site views. All sales were verified from several sources, MLS, LoopNet, Pasco County Public records both property appraiser and the clerks office for copies of deed verification, and Realist. The appraiser believes the information furnished by these sources to be correct, however it is an extraordinary assumption for the appraiser and if any information is found to be incorrect the appraiser should be contacted to provide a revision upon a reliable source to verify the factual data.							
This is the final revision of the appraisal 5724 Sea Forest Drive, New Port Richey, Fl. 34652 made on 10/20/2023 to determine the TDR Value.							

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Form LAND.(AC) - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

08/11

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Additional Comparable Sales

File No. 230522JW-Revised

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 7		COMPARABLE NO. 8		COMPARABLE NO. 9	
Address	5724 Sea Forest A/K/A 27.76 acres on Sea Forest Drive Revis New Port Richey, FL 34652	State Road 52 E OF I-75 San Antonio, FL 33576		State Road 56 W OF US 301 Zephyrhills, FL 33541		Eagleston Blvd Wesley Chapel, FL 33544	
Proximity to Subject		23.70 miles E		26.85 miles E		23.11 miles E	
Sales Price	\$ N/A		\$ 13,000,000		\$ 13,600,000		\$ 14,100,000
Price	\$		\$ 324,675.32		\$ 408,531.09		\$ 838,786.44
Data Source(s)	Physical Inspection	Physical Inspection/Pasco CtyPR		Physical Inspection/Pasco CtyPR		Physical Inspection/Pasco CtyPR	
ITEM	DESCRIPTION	DESCRIPTION	+ (–) \$ Adjust.	DESCRIPTION	+ (–) \$ Adjust.	DESCRIPTION	+ (–) \$ Adjust.
Date of Sale/Time Adj.	N/A	s:06/2022/ArmsLg	+71,500	s:01/2022	+104,000	s:01/2022	+104,000
Location	Sup,all support facil in place	S.R 52 Rural	+550,000	S.R 56 Rural	+550,000	Eagleston Blvd Rural	+550,000
Site/View	Residential	s:06/2022	0	s:01/2022		s:01/2022	
Zoning	MF-2,	MPUD	0	MPUD		MPUD	
#of Units per zoning	449 Potential Units	376 units, MPUD	+11,843,700	344 units,MPUD	+13,146,100	360 units MPUD	+12,494,900
Size of site	27.76 acs MOL	40.04 acs,Mirada MPUD		33.29 ac,Two Rivers MPUD		16.81ac,Seven Oaks MPUD	
	Treed & Brush	No Improvements		No Improvements		No Improvements	
Sales or Financing Concessions	N/A N/A	Res-24 376 unit multi-fam	0	Res-6 344 unit MF + retail		Mixed Use 360 unit multi-fam	
Net Adj. (Total)		☒ + ☐ – \$	12,465,200	☒ + ☐ – \$	13,800,100	☒ + ☐ – \$	13,148,900
Indicated Value of Subject		95.9 95.9 \$	25,465,200	101.5 101.5 \$	27,400,100	93.3 93.3 \$	27,248,900

Comments on Market Data These 3 more recent sold comparables with comparables # 7 and #8 being of a more similar site size to the subject and comparable #9 in a similar yet inferior heavy growth area were added and the original appraisal was revised to reflect the value as indicated with these comparable providing not only similar original site size and similar permitted development units through a similar entitlement program used by Pasco County Planning and Development. However they are more rural areas and were adjusted positively for the subject's more built up area which is well established and all support facilities are in place, many within walking distance of the subject's proposed development.

COMPARABLE SALES DISCUSSION:

Recording Date:06/02/2022 Grantor: LBD D LLC, limited liability company, Grantee: Leo@Mirada, LLC, a Florida limited liability company
PID:10-25-20-0000-003000-0000, Sales Price:13,000,000

Comparable sale #7 is a 40.04 acre parcel located on the south side of SR 52 and east of I-75. It is part of the now developing Mirada MPUD in San Antonio. This parcel has entitlements for 376 multi-family units plus 85,500 sf of retail space. The property sold June, 2022 for \$13,000,000 or \$34,574 per buildable unit before adjustments. Although the Future Land Use Map indicates this is RES-24, the entitlements are for 9.39 upa not including the retail. It is in a rural area with much building started and proposed for the immediate area.

Recording Date: 01/14/2022 Grantor: EPG Two Rivers QOZP,LLC Grantee: The Oasis at Two Rivers
PID:29-25-21-0000-00100-0011, Sales Price \$13,600,000.

Comparable sale #8 is a 33.29 acre parcel located on the south side of SR 56 between Morris Bridge Rd and US 301 in Zephyrhills. It is part of the massive Two Rivers MPUD being developed in Zephyrhills. This site has entitlements for 344 multi-family units. This property sold January, 2022 for \$13,600,000 or \$39,535 per buildable unit before adjustments. The Future Land Use Map indicates this is RES-6, but it is being build out at 10.33 upa. This is a rural area adjacent to Zephyrhills.

Recording Date:01/19/2022 Grantor: WCN UNICORN INVESTMENTS LLC, a Florida limited liability company Grantee: Brookstone Seven Oask, LLC a Florida limited liability company
PID:13-26-19-0000-00100-0N2B, Sales Price 14,100,000.

Comparable sale #9 is a 16.81 acre parcel west of Bruce B Downs Blvd and abutting I-75 in Wesley Chapel. It is located in the Seven Oaks MPUD This site has entitlements for 360 multi-family units. It sold in January of 2022 for \$14,100,000 or \$39,167 per buildable unit before adjustments. The Future Land Use Map indicated this as Mixed Use, but it is being built out at 21.4 upa. This is a more heavily developed area north of SR 56 and south of SR 54.

After adjustments to each of the comparables for time based on their recorded sale date and for their inferior locations when compared to the subject's superior location with many high quality waterfront single family homes, townhomes, and condominiums already in place within the neighborhood. The subject's development will be within walking distance, to all support facilities including public parks and beaches with golf carts welcome on the streets with access across US Highway 19 at several intersections where they may legally cross over the highway and into the City of New Port Richey where golf carts are also permitted. These comparable sales are to be large developments that will take some time to have all these support facilities in place. The subject site has all of them waiting for the new residents.

We verified data regarding entitlements for the comparables with Pasco County Planning & Development.

After these comparables were adjusted positively for time and or location, site view, and site size they were considered in the final "After" opinion of the TDR value. These comparables were considered the most reliable indicators for the subject as they are very recent sales of similar size and they were given most weight than the original comparables #1 thorough #6. After adjustments the price per individual unit was found to be \$40,689 rounded to \$40,700 per TDR unit.

The subject originally had 667 units available due to it's density which has a value of = \$ 27,146,900.Total "After" Value of subject land.

The subject's "Before" value prior to annexation and approval of the PDD zoning,established= \$ - 3,000,000.Total "Before" Value

The difference between the After Value and Before Value equals= \$ 24,146,900.Total Value of TDR'S

The difference between the the After Value and Before Value divided by the 279 TDR sending TDR units equals \$ 86,548. per TDR unit

Total Value of TDR'S:

The TDR unit value is \$86,548 x 279 = \$24,146,892 (R) to \$24,146,900. Total Value of TDRs.

Revised Final Value on 10/20/2023 of the 279 TDR units is \$86,548 each equaling \$24,146,900 total TDR value.

See Next Page for comparables #10,#11, and #12 and the determination of the Before Value.

Assumptions, Limiting Conditions & Scope of Work

X
File No.: 230522JW-Revised

Property Address:	5724 Sea Forest A/K/A 27.76 acres on Sea Forest Drive Revised	City:	New Port Richey	State:	FL	Zip Code:	34652
Client:	Dominium Development and Acquisitions-Client Address: 375 Northridge Rd Suite 500, Atlanta, GA 30350						
Appraiser:	Josie V. Wallace, MNAA Cert Gen RZ86 Address: 5304 Balsam St, New Port Richey, FL 34652-3737						

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good & marketable & therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) & has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable & has assumed that there are no such conditions & makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates & opinions that were expressed in the appraisal report from sources that he or she considers to be reliable & believes them to be true & correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.
- Forecasts of effective demand for the highest & best use or the best fitting & most appropriate use were based on the best available data concerning the market & are subject to conditions of economic uncertainty about the future.

The Scope of Work is the type & extent of research & analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) & the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions & Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions & the Type of Value, as defined herein. The appraiser, appraisal firm & related parties assume no obligation, liability, or accountability & will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.): See Attached Addenda

Certifications & Definitions

File No.: 230522JW-Revised

Property Address: 5724 Sea Forest A/K/A 27.76 acres on Sea Forest Drive Revised City: New Port Richey State: FL Zip Code: 34652
Client: Dominion Development and Acquisitions-Client Address: 375 Northridge Rd Suite 500, Atlanta, GA 30350
Appraiser: Josie V. Wallace, MNAA Cert Gen RZ86 Address: 5304 Balsam St, New Port Richey, FL 34652-3737

APPRAISER'S CERTIFICATION

I certify that to the best of my knowledge & belief:

- The statements of fact contained in this report are true & correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions & conclusions are limited only by the reported assumptions & limiting conditions & are my personal, impartial & unbiased professional analyses, opinions & conclusions.
- I have no present or prospective interest in the property that is the subject of this report & no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the 3-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions & conclusions were developed & this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive & open market under all conditions requisite to a fair sale, the buyer & seller each acting prudently & knowledgeably, & assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date & the passing of title from seller to buyer under conditions whereby:

1. Buyer & seller are typically motivated;
2. Both parties are well informed or well advised & acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in US dollars or in terms of financial arrangements comparable thereto; &
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery & Enforcement Act (FIRREA) of 1989 between July 5, 1990 & August 24, 1990 by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS) & the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS & FDIC on June 7, 1994 & in the Interagency Appraisal & Evaluation Guidelines dated October 27, 1994.

Client Contact: Ryan Summerwill Client Name: Dominion Development and Acquisitions-Client
E-Mail: ryan.summerwill@dominiuminc.com Address: 375 Northridge Rd Suite 500, Atlanta, GA 30350

APPRAISER



Appraiser Name: Josie V. Wallace, MNAA Cert Gen RZ86
Company: J.D. Wallace & Associates, Inc
Phone: (727) 842-8875 Fax: (727) 849-6494
E-Mail: jdwallace@westpasco.us
Date Report Signed: 10/20/2023
License or Certification #: Cert Gen RZ86 State: FL
Designation: JD Wallace & Associates, Inc
Expiration Date of License or Certification: 11/30/2024
Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)
Date of Inspection: 05/25/2023

SUPERVISORY APPRAISER (if required)
or CO-APPRAISER (if applicable)

Supervisory or Co-Appraiser Name: _____
Company: _____
Phone: _____ Fax: _____
E-Mail: _____
Date Report Signed: _____
License or Certification #: _____ State: _____
Designation: _____
Expiration Date of License or Certification: _____
Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect
Date of Inspection: _____

SIGNATURES

Supplemental Addendum

File No. 230522JW-Revised

Client	Dominium Development and Acquisitions-Client				
Property Address	5724 Sea Forest A/K/A 27.76 acres on Sea Forest Drive Revised				
City	New Port Richey	County	Pasco	State	FL Zip Code 34652
Appraiser	Josie V. Wallace, MNAA Cert Gen RZ86				

Forecast for growth in Florida 2023

The following comments are excerpts from : 2023 Forecast found on Florida realtors.org

Real Estate professionals and economists say the Sunshine State will continue to be a powerful magnet for individuals, couples, and families of all ages. That population growth. Combined with a robust economy, puts Florida’s housing market in an excellent position for the new year.

Impact of Hurricane Ian

Looking at the impact of Hurricane Ian, Ken H. Johnson, PH.D., associate’s dean of graduate programs, College of Business, Florida Atlantic University in Boca Raton Says studies show hurricanes have a negative impact on the property prices in the effected area but return to normal typically in a relatively short order.

“Because the demand for living near the ocean or Gulf is so strong, buyers will still want to live along the coasts.” he says. “however, Ian did affect the supply of homes in Southwest Florida and that may have an effect on prices in that market.

2023 Commercial Real Estate Opportunities in Florida

Be on the lookout for high demand for medical office properties as well as education locations, including private schools, colleges and technical training facilities.

For commercial real estate professionals, Florida’s retail, office, and industrial markets offer opportunities to serve owners, investors and developers. Fortunately, Hurricane Ian had relatively little impact on the states major metropolitan areas.

Planning for 2023 as Rates Rise and Rents Stagnate

Market changes call for investment recalibrations next year, Planning is mandatory even if fundamentals are strong and interest rates not historically shocking. We are seeing a wide range of post pandemic opportunities for out-of-state companies coming here, “says Jennifer M. Forbes, broker with Commercial TeamMates in Coral Gables and 2023 commercial president, Miami Association of Realtors®.

Financial, technology and professional service companies are absorbing office space throughout the South Florida market.

MARKET VALUE:


Market value is the major focus of most real property appraisal assignments. Both economic and legal definitions of market value have been developed and refined. A current economic definition agreed upon by agencies that regulate federal financial institutions in the United States of America.

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated.
2. both parties are well informed or well advised, and acting in what they consider their best interest;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States dollar or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Legal Description:

TAMPA TARPON SPRINGS LAND COMPANY SUB OF SEC 7 PB 1 PG 68 POR OF TR 9, 10, 11 & 12 & TAMPA TARPON SPRINGS LAND COPNAY SUB OF SEC 8 PB 1 PG 68 ALL OF TR 30 & POR OF TR 29 BEING FURTHER DESC AS COM AT SW COR OF SAID TR 12 THE SAME BEING SW COR OF SAID TR 30 FOR A POB; TH ALG S BDY LN OF TR 10 11 & 12 N89DEG54’54”W 1319.12 FT TO SW COR OF SAID TR 10 TH ALG ARC CV R RAD 200.00 FT CHD BRG & DIST N37DEG40’29”E 242.54 FT TH N75DEG00’00”E 329.87 FT TH ALG ARC CV L RAD 720.00 FT CHD BRG & DIST N37DEG36’28”E 874.47 FT TH ALG ARC CV R RAD 25.00 FT CHD BRG & DIST N35DEG18’57”E 35.42 FT TH S89DEG35’01”E 737.32 FT TH S00DEG26’49”W 994.61 FT TO SE COR OF SAID TR 30 TH N89DEG36’29”W 436.13 FT TO POB & TAMPA TARPON SPRINGS LAND COMPANY SUB OF SEC 7 PB 1 PG 68 ALL OF TR 34 & 35 & TAMPA TARPON SPRINGS LAND COPANY SUB OF SEC 7 PB 1 PG 68 POR OF TR 36 FURTHER DESC AS COM AT NE COR OF SE 1/4 OF SAID SEC 7 TH S00DEG21’15”W 985.15 FT TH S89DEG56’16”W 439.69 FT FOR POB TH S00DEG21’09”W 19.77 FT S89DEG52’15”W 82.14 FT TH S05DEG39’56”W 125.19 FT TH S89DEG52’15”W 713.15 FT TH ALG ARC CV R RAD 240.00 FT CHD BRG & DIST N03DEG53’54”W 31.55 FT TH N00DEG07’45”W 113.77 FT TH N89DEG56’16”E 810.17 FT TO POB LESS & EXC TAMPA TARPON SPRINGS LAND COMPANY SUB LYING WITHIN SEC 7 & 8 PB 1 PG 68 POR OF TR 9, 12, 29 & 30 BEING FURTHER DESC AS BEGIN AT E 1/4 COR OF SEC 7 FOR POB TH N89DEG52’57”W 439.71 FT TH N00DEG22’08”E FT TH ALG ARC CV CONCAVE NW RAD 720.00 FT CHD BRG & DIST N16DEG41’49”E 408.54 FT TO POINT OF REVERSE CURVATURE ALG ARC CV CONCAVE SE RAD 25.00 FT CHD BRG & DIST N45DEG18’57”E 35.42 FT TH S89DEG35’01”E 737.64 FT TH S00DEG25’05”W 995.19 FT TH N89DEG35’38”W 436.96 TO POB & LESS & EXC TAMPA TARPON SPRINGS LAND COMPANY SUB OF SEC 7 PB 1 PG 68 POR OF TR 35 BEING FURTHER DESC AS COM AT SW COR OF SAID TR 35 FOR POB TH N00DEG20’58”E 400.00 FT TH S15DEG03’20”E 414.09 FT TH S89DEG56’16”W 110.00 FT TO POB LESS & EXC THAT POR LYING WITHIN SEA FOREST DR PHASE 1B ACCORDING TO PB 20 PG 125

Signature 

Name Josie V. Wallace, MNAA Cert Gen RZ86

Date Signed 10/20/2023

State Certification # Cert Gen RZ86 State FL

Or State License # State

Signature _____

Name _____

Date Signed _____

State Certification # _____ State _____

Or State License # _____ State _____

Supplemental Addendum

File No. 230522JW-Revised

Client	Dominium Development and Acquisitions-Client				
Property Address	5724 Sea Forest A/K/A 27.76 acres on Sea Forest Drive Revised				
City	New Port Richey	County	Pasco	State	FL Zip Code 34652
Appraiser	Josie V. Wallace, MNAA Cert Gen RZ86				

RE: USPAP Report Requirements/Scope Of Appraisal:

Per the revised USPAP guidelines, the scope of this restricted appraisal report is defined as:a visual inspection of the subject site from the street only which consists of 27.76 acres more or less of vacant land. The physical inspection was made from the street to adequately characterize the property appraised on 5/25/2023 and again on 06/19/2023. The immediate subject neighborhood was inspected to assist in the determination of the neighborhood characteristics. This information was analyzed in order to document noted various environmental, social, governmental & economic factors that influence value. Data regarding the subject property & the comparables was collected & verified from Pasco County Tax Rolls, City of New Port Richey planning and development department, New Port Richey utilities department, the local Stellar/MLS and local real estate agents. The valuation of the subject property included the Sales Comparison Approach Only. The Income approach & Cost Approach were not developed as the subject site is a vacant 27.76 acre site mol. The sales comparison approach is the only viable approach to value for vacant land and thus determining the value of the TDR's units (Transfer of Development Rights) that can be transferred and held in the TDR bank thus the subject is known as a "Sending Unit". The subject's PDD zoning and density provides for 667 units to potentially be built on the subject parcel however the total number of units to be built on the subject site is only 388. The development rights to the remaining 279 potential TDR units are to be transferred to the City's TDR bank after the value of the TDR's have been established upon the completion of the appraisal. Limit of liability of JD Wallace & Associates, Inc & independent contractors is limited to the fee collected for preparation of the report. There is no accountability or liability to any 3rd party. The appraiser reserves the right to alter, revise, or rescind any of the statements, findings, opinions of value estimates or conclusions upon any subsequent study or analysis subsequently becoming known to him or her. The Intended User of this appraisal is the Client, Dominion Development and Acquisitions. The Intended Use is to evaluate the TDR's (transfer of development rights) for 279 the units which will be transferred.. Any change to the appraisal report regardless of the degree causes the report to be null & void. The report must be viewed in its entirety & no attempt should be made to separate or segregate any entry herein. Acceptance of & or use of the appraisal report constitutes the acceptance of the above conditions & assumptions. The client is advised that the appraisal may not be fully understood without viewing items contained in the workfile. This report contains a hypothetical conditions, hypothetical assumptions and extraordinary assumptions of the as expressed elsewhere in the appraisal which if found to be incorrect could impact the value as given.

PROPERTY INTEREST APPRAISED:

The interest being appraised is the value of TDR's (transfer of development rights).

HYPOTHETICAL CONDITIONS AND HYPOTHETICAL ASSUMPTIONS AND EXTRAORDINARY ASSUMPTIONS:

The report contains hypothetical conditions, hypothetical assumptions and extraordinary assumptions as the appraiser has relied upon data & information provided by the client, 3rd parties, real estate agents, Stellar/MLS data, City of New Port Richey, Development and Planning Department, Pasco County public records, City of New Port Richey Zoning ordinances and officials & City of New Port Richey Utilities and the Pasco County Property Appraiser's online details for the subject and comparable properties information listed on the website. It is an extraordinary assumption the information contained in the ECS Florida , LLC Geotechnical Engineering Report is correctly reported and design recommendations made will be followed along with the Phase 1 Environmental Site Assessment prepared by ECT which concluded they had not identified any REC's, CREC's and/or HREC's in connection with the Subject Property. The data & information regarding the subject provided as aforementioned. All information furnished by others is believed to be correct however if any of the extraordinary assumptions indicated by the Pasco county public records or officials, City of New Port Richey Planning Department or other third parties were found to be incorrect you are advised this could impact the value as given. The Hypothetical conditions, hypothetical assumptions and extraordinary assumptions have been described throughout the appraisal and if not completed as stated herein would impact the value as given.

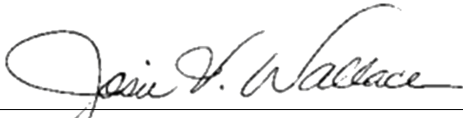
MARKET AREA COMMENTS:

The Pasco County market is noted as stable & price increases in the area have been shown in the market per the statistical data from the MFR/MLS. Foreclosure, & short sales are still present within the marketing area but are found with less frequency than in the period of the downturn in the economy in 2007 to 2013 and have no influence in the current market. Sales concessions are also present but are used as a marketing tool for residential sales. Based on statistical data found in the local MFR/MLS service. The commercial market has been slow to rebound since the declines that began in 2007 & continued for the next 5 to 6 years, but positive signs are appearing in that market also. Markets can change at any time.

SUBJECT COMMENTS:

The subject is a 27.76 acre mol vacant site located on east side of Sea Forest Drive, New Port Richey, FL. Zoning is PDD (Planned Development District) which permits 24 units per acre. It is to be known as a "Sending Unit" for TDR's (transfer of development rights) as it has 667 potential development units available due to its 27.76 acres density, however the developer will be building only 388 affordable senior living rental units, which leave an overage of 279 units that can be purchased by the City of New Port Richey, for placement into the City's TDR Bank. The subject is heavily treed has dense undergrowth and has two ponds, with additional wetlands and a stream or drainage ditch located on the southern portion. In the past there has been dumping of debris on the southern end and it was a haven for homeless in the northern portion. It does abut Seaforest Townhomes to the North, New Port Colony Villas on the East, residential communities Sea Colony and Stovall Estates on the west side of Seaforest Drive, also on the corner of Marine Parkway and Seaforest Drive, and Gulf Harbors Condominium abuts it to the south.

The immediate neighborhood has waterfront condominiums and non-waterfront townhomes, to the North with villas adjoining to the east, residential rental apartments are approved on the east side of Sea Forest Drive North of the bridge. To the south and west, residential single-family homes and, condominiums with selling prices noted below and derived from statistics in the Stellar MLS service for the time period of 05/25/2022 to 05/25/2023.

Signature 

Name Josie V. Wallace, MNAA Cert Gen RZ86

Date Signed 10/20/2023

State Certification # Cert Gen RZ86 State FL

Or State License # State

Signature _____

Name _____

Date Signed _____

State Certification # _____ State _____

Or State License # _____ State _____

Supplemental Addendum

File No. 230522JW-Revised

Client	Dominium Development and Acquisitions-Client				
Property Address	5724 Sea Forest A/K/A 27.76 acres on Sea Forest Drive Revised				
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Appraiser	Josie V. Wallace, MNAA Cert Gen RZ86				

Condominiums: 39 waterfront condominiums sold from the 05/25/2022 to 05/25/2023 time period from \$90,000 to \$460.000 with the average sales price of \$235,000, age of condos sold 31 to 53 years with the average age of 35 to 45 years.

Single Family Homes: 35 waterfront single family homes sold from the 05/25/2022 to 05/25/2023 time period from \$325,000 to \$1,250,000 with the average sales price for waterfront homes at: \$714,000. Age of the homes was found to be 5 years to 53 years with the average age of 34 to 45.

New Construction waterfront townhomes: 2 sales \$359,000 sales price. Same townhomes now active at \$525,000.

Utilities are available to the subject site with water and sewer available through Pasco County Utilities, and electric is available through Duke Energy.

INTENDED USE AND INTENDED USER:

This report is intended as an opinion of the subject's 279 TDR units estimated current market value and is for use by the client, Dominium Development & Acquisitions only. This land appraisal report is not to be utilized for any financing purposes or any other purpose, function or reason. This estimate of market value is based upon recent market activity that was located during routine searches. Although data collected was considered recent in nature it is historical data & market conditions can change at anytime. Use of this report by others is not intended by the appraiser. A party receiving a copy of this land appraisal report in order to satisfy disclosure requirements does not become an intended user of the appraisal. No additional client(s) have been designated. The use of this land appraisal report is for the named client only & the appraiser's opinions & conclusions set forth in the report may not be understood properly without additional information in the appraiser's workfile.

NOTES:

No deed or survey of the subject property was provided. No attempt should be made to separate or segregate any entry herein. The report is to be viewed in its entirety only.

SITE/FLOOD ZONE LOCATION

Flood zone data reported in the appraisal was obtained from the FEMA flood maps. Only a survey can make the final determination. Just because a parcel is mapped as not in a flood zone does not mean it can not flood.

HIGHEST AND BEST USE:

Highest & best use of the subject property based on the PDD zoning to be an "as improved" with residential multi-family development, under the Planned Development District zoning use. This zoning holds specific conditions (ie:design,foliage,architectural arches...) the City of New Port Richey is able to instill with the project build. Please refer to the attached PDD zoning description attached in the addenda pages. The site appears to be of sufficient size to accommodate this multi-family use. There is public water, sewer and electrical service available to the site along with public water and sewer provided by the Pasco County Utilities and Duke Energy supplies electrical service.

Physically Possible: The subject's size is sufficient for development.

Legally Permissible: The subject as zoned PPD with an Multifamily use is a legal use.

Financially Feasible: The immediate area consists of mostly waterfront single-family homes and condominium developments with commercial businesses on US Highway 19. Multi-family development, will be a very good fit for this site.


Maximally Productive: It is the appraiser's opinion that using the site for development of residential senior apartments would be a financially feasible and maximally productive use.

HAZARDOUS ENVIRONMENTAL CONDITIONS:

It is not within the expertise of the appraiser & is beyond the scope of this appraisal to recognize or certify to the existence of hazardous environmental conditions within the neighborhood proximity or to the subject property that are addressed in the body of this appraisal.Possible hazardous conditions include but are not limited to: radon gas, stored chemicals, wastes, wastes, mold, mildew, underground storage tanks, asbestos, urea-formaldehyde foam insulation & materials potentially harmful containing PCBs or other harmful agents. It is assumed that the earth/soil at & near the subject site is sound. The subject site is considered as vacant at the client's request and it is an extraordinary & hypothetical assumption the site is free from any form of hazard. Should the site or nearby areas have any form of contamination as defined by the EPA the estimated value could be impacted. Florida has sinkhole subsidence. Certification of hazardous environmental conditions can only be obtained from a qualified authority. You are urged to contact the Environmental Protection Agency or other qualified source to obtain additional information. The assumption is that all factors & components are safe & sound at or near the subject property. If this is proven to be false the estimated opinion of market value will be impacted.

CERTIFICATION AND LIMITATIONS:

I certify that to the best of my knowledge & belief the statement of fact contained in this report are true & correct. The report analysis, opinion & conclusions are limited only by the reported assumptions & limiting conditions & are my personal impartial & unbiased professional analysis, opinions & conclusions. I have no personal interest in the property that is the subject of this appraisal and no personal interest with respect to the parties involved. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment. My engagement in this assignment was not contingent upon developing or reporting predetermined results. My compensation for completing this assignment is not contingent upon the development or reporting predetermined value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. My analysis, opinion & conclusions were developed & this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice. Josie V. Wallace, MNAA, Cert Gen RZ86 did physically inspect the subject property.

Signature 

Name Josie V. Wallace, MNAA Cert Gen RZ86

Date Signed 10/20/2023

State Certification # Cert Gen RZ86 State FL

Or State License # State

Signature _____

Name _____

Date Signed _____

State Certification # _____ State _____

Or State License # _____ State _____

Supplemental Addendum

File No. 230522JW-Revised

Client	Dominium Development and Acquisitions-Client				
Property Address	5724 Sea Forest A/K/A 27.76 acres on Sea Forest Drive Revised				
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Appraiser	Josie V. Wallace, MNAA Cert Gen RZ86				

The appraiser has not performed a service at the subject property with the 3-year period preceding the order date.

SALES HISTORY FOR SUBJECT AND COMPARABLES:

The subject had a sale within the 3 years preceding the effective date of the appraisal 05/25/2023. It was purchased in May 2021 for \$2,100,000 by the current owner,Port Richey Leased Housing Associates, III, LLLP. The subject is not currently listed for sale as no current listing was found in the Stellar MLS, Crexi, or Loopnet listings. However there was an old For Sale Sign on the property.

Comparable #1 had no sale or transfer within one year of it's sale date listed in the appraisal.

Comparable #2 had no sale or transfer within one year of it's sale date listed in the appraisal.

Comparable #3 had no sale or transfer within one year of it's sale date listed in the appraisal.

Comparable #4 had no sale or transfer within one year of it's sale date listed in the appraisal.

Comparable #5 had no sale or transfer within one year of it's sale date listed in the appraisal.

Comparable #6 had no sale or transfer within one year of it's sale date listed in the appraisal.

Comparable 7 was transferred within one month of the current sale date listed in the report. The warranty claim deed was dated May of 2022 for 6,400,000. The appraiser was unable to reach the seller to inquire as to the huge increase in price after one month.

Comparable 8 had no sale or transfer within one year of the current sale date listed in the report.

Comparable 9 had no sale or transfer within one year of the current sale date listed in the report.

All information regarding sales history of the subject & comparables 1-9 was verified through the Pasco County Property Appraiser's online data & the Pasco Clerk's online data.

PROPERTY INTEREST APPRAISED:


The interest being appraised is the value of TDR's (transfer of development rights).

NEIGHBORHOOD DESCRIPTION:

The subject is located in a residential neighborhood of single family homes, townhomes, condominiums, and residential apartments. There are mostly waterfront residences but there are also non-waterfront homes, condos and villas as well. The dwellings are all maintained in average to good condition with sidewalks and street lights throughout. Southgate Shopping Center is within walking distance to the subject site with a Publix grocery, 2 banks, several fast food & dine-in restaurants, pet store, Clothing Stores. The subject neighborhood consists of single family homes, condominiums, villa, townhomes, and rental apartments. They are all maintained in average to good condition. It has all support facilities some within walking distance from the subject's site and others within a reasonable drive time. The homes, condos, villas , and townhomes all compete well with other similar neighborhoods and communities in close proximity and the overall marketing area.Stores, and more.

SALES COMPARISONS APPROACH SUMMARY COMMENTS: Prior to Revision on 09/20/2023

A weighted analysis was utilized to arrive at the final opinion of market value. All comparables exceed the typical adjustment guidelines however this is not considered adverse in the appraisal of commercial land due to the diversity of locations, number of approved units, zoning/use and time. The adjustments were derived from the market place & required to bring the comparables in line with the subject property. There were few comparable sales of properties similar to the subject's PDD zoning and site size and therefore the comparable sales utilized were considered the best comparables as they are all located in the subject's marketing area and/or neighborhood. All comparables are within 12.66 miles or less of the subject & sold within 40 months or less of the effective date of the appraisal. Most weight to comparables #1 , #2, and #3 respectively due to their close proximity to the subject and PDD zoning. Comparable #1 was the sale of an improved site however it was sold after completion of it's Improvements and was utilized as it was a receiving unit for TDR'S (transfer of development rights) and was rezoned to PDD. All other comparables were vacant at the time of their sale, and comparables #4, #5, & #6 were utilized as they were approved for MPUD zoning and approved for development as rental apartment projects. Photos within the appraisal are current and depict the rental apartment structures built after their sites were purchased. Adjustments were warranted comparable #1 and #2 as they have superior waterfront features with access to the Gulf of Mexico. All comparables had adjustments for the number of approved units and none were located that had as many as the subject's 388 units to be built on its site. Time adjustments were warranted due to market conditions where price increases were happening during the time periods between the sale date of the comparables and the effective date of the appraisal. After receiving market driven adjustments these comparables due to their proximity to the subject, U S. Highway 19 and/or State Road 54 were considered reliable indicators of value for the subject. The subject is located in a community of residential dwellings some with sites that have gulf access,and others are non-waterfront, with the ability for residents to walk to shopping. Details of each comparable sale utilized are described below.

Signature 

Name Josie V. Wallace, MNAA Cert Gen RZ86

Date Signed 10/20/2023

State Certification # Cert Gen RZ86 State FL

Or State License # State

Signature _____

Name _____

Date Signed _____

State Certification # _____ State _____

Or State License # _____ State _____

Supplemental Addendum

File No. 230522JW-Revised

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City	New Port Richey	County	Pasco	State	FL Zip Code 34652
Appraiser	Josie V. Wallace, MNAA Cert Gen RZ86				

Comparable #1 5500 Main Street New Port Richey, FL 34652

Parcel #05-26-16-0030-20800-0050

Sales Price:\$19,500,000

This comparable was considered as a reliable indicator for the subject due to it's improved use as a rental apartment complex which is located inside the City of New Port Richey's jurisdiction. It is a smaller site than the subject and was approved for only 80 units, however it's density allowing the 80 units was increased through the use of TDR's. The site was granted PDD zoning by the city the same as the subject and is located in close proximity to U S Highway 19 just west of the Main Street bridge at the entrance into the city's downtown district. This comparable was the single comparable found that transfer of development rights (TDR's) were received in the development of the project formally known as Main Street Landings. After its sale in January 2021, it is now known as Stonehaven at Main Street. The apartment complex was purchased by Stonehaven at MainStreet LP after completion of the two-story and three-story buildings that make up the project. There are several commercial ground floor rental units, but the majority are one to three bedroom residential apartments. This project has a water feature as it is located directly on the Pithlachascotee River south of the Main Street Bridge with one entrance into the project from River Road. There are several parking spaces on Main Street directly in front of the storefronts. Similar to the subject's location to the Southgate Shopping Center which is within walking distance to its location, "Stonehaven at Main Street" is within walking distance of the downtown stores, restaurants, Sims Park, Orange Lake with its picturesque pavilions, and is on the parade route of the annual Chasco Fiesta. It is situated on a smaller site with 3.10-acres mol site and thus was inferior in site size and also in approved number of units. The comparable does have limited size of watercraft due to its location south of the Main Street bridge as it is not a draw bridge. Time was also a consideration recognized as the market values were increasing at a rapid pace since the sale date of the comparable thus a time adjustment was applied. The value of the structural Improvements and on site infrastructure these factors warranted a large adjustment, which was deducted from the sales price, and the difference between the 388 units to be constructed on the subject site verse the 80 units built on the comparable site was also taken into consideration and an adjustment was applied for the difference.

Recording Date:02/02/2021 ORB & Pg: 10271 / 1212

Grantor: Main Street Landings LLC

Grantee:Stonehaven at MainStreet L.P.

Conventional financing

Comparable #2 0 Sea Forest Drive New Port Richey FL 34652

Parcels 07-26-16-0090-00100-0020 & 07-26-16-0090-00300-0020

Sale Price: \$2,000,000

This was the sale of two irregularly shaped parcels on opposite sides of Sea Forest Drive, sold to the same purchaser with the approval of these parcels for 32 townhomes and 50 apartments. The parcel on the west side of Sea Forest Drive was 14.95 acres mol of waterfront vacant land per the Pasco County Property Appraiser's online data. There were also 42 existing mooring lots on this site. The second parcel located on the east side of Sea Forest Drive was 3.95 acres mol of waterfront land.. These parcels, were annexed into the city and approved for PDD zoning and approved for 82 total units, consisting of 32 town home units and 50 apartment units. The west side parcel is currently ready to begin construction of the 32 townhomes. The east side parcel is currently going through the site plan approval process per Lisa Algieri of the City of New Port Richey Planning Department. The comparable was adjusted for time based on the sale date and adjusted for the total 82 approved units verse the subject's 388 units to be constructed on the subject site. The appraiser has made an extraordinary assumption the additional 50 unit apartments site plan will receive approval from the city.

Two recording dates and ORB and Page numbers are listed below. The sale in October 2021 included both parcels sold together per the purchase contract, however the second parcel 07-26-16-0090-00300-0020 was not recorded at the same time the first parcel was, however the deed document for the second parcel clearly states there was no consideration paid and this was not a sale and no mortgage information was found and only minimum documentary stamps paid for the recording. This deed had the same grantor and grantees as the deed recorded 11/03/2021. It appears this deed was to correct an error however this could not be confirmed.

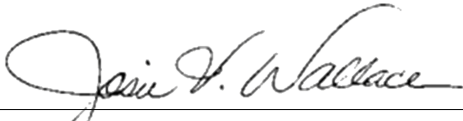
Recording Date:11/04/2021 ORB & Pg:10477 / 3302 parcel #07-26-16-0090-00100-0020

Recording Date:05/18/2022 ORB & Pg:10616 /1173 parcel #07-26-16-0090-00300-0020

Grantor: JAE Property Holdings, L.L.C.-same in both Deed documents above

Grantee: Hudson Bay Developers, LLC-same in both Deed documents above

Seller Financing

Signature 

Name Josie V. Wallace, MNAA Cert Gen RZ86

Date Signed 10/20/2023

State Certification # Cert Gen RZ86 State FL

Or State License # State

Signature _____

Name _____

Date Signed _____

State Certification # _____ State _____

Or State License # _____ State _____

Supplemental Addendum

File No. 230522JW-Revised

Client	Dominium Development and Acquisitions-Client				
Property Address	5724 Sea Forest A/K/A 27.76 acres on Sea Forest Drive Revised				
City	New Port Richey	County	Pasco	State	FL Zip Code 34652
Appraiser	Josie V. Wallace, MNAA Cert Gen RZ86				

Comparable #3 0 Sea Forest Drive, New Port Richey, FL 34652

Parcel #06-26-16-0050-03700-0030

Sale Price: \$1,100,000

This sale was for one irregular shaped parcel with 12.42 acres mol with 5.04 acres mol of water/wetlands. It appears there is a portion of 5.00 acres of upland (useable) that adjoins Sea Forest Drive on the east side with frontage on Green Key Road also. Beyond the 5 acres mol of upland there is 5.04 acres mol of water/wetlands. To the east on the other side of the water/wetlands is a 2.38 acres mol of upland for a total of 12.42 acreage. There is a portion of water/wetlands in the eastern portion of the parcel which runs from Green Key Road to the southern boundary line. The amount of water/wetlands was not discernable and it is probable that this is a large potion 5.04 acres listed as water/wetlands in the public records information. The topographical Map from Pasco County public records indicates there is 659.05 feet along Sea Forest Drive and 800.2 feet on Green Key Road. This sale per the Pasco County Public Records took place in October 2021. Per the City Planning Department this parcel was approved originally for an assisted living facility with 123 beds. The new owners will be requesting a zoning change to allow for 61 townhomes, and the Planning and Development Department indicate approval of the townhomes is considered to be accepted. The appraiser has considered this property under the hypothetical condition that the zoning change will be approved for 61 town homes. The water/wetlands on this parcel has no access to the gulf as Green Key Road separates this parcel from the navigable water on the north side of Green Key Road that would have limited access to the gulf due to shallow water depth. This comparable was utilized as it was a recent sale in the immediate neighborhood in which the subject parcel is located. However it did require a time adjustment, and adjustment for an inferior number of approved units. This sale was given consideration in the final analysis using the hypothetical condition since the indication from the Planning and Development Department is recommending approval. The adjustments applied to the comparable were for time based on its sale date, and for the proposed approval of 61 units verse the subject parcels 388 units to be built..

Recording Date:11/20/2021 ORB & Pg: 10482 / 3174

Grantor: Jonathan S. Shephard

Grantee:NPR Townhomes, LLC

Private Party Financing Seller

Comparable #4: 1800 -1802 Suncoast Crossing Isle, Odessa, FL 33556

Parcel: #31-26-18-0110-00000-0040

Sale Price:\$3,571,800 (Vacant at time of Sale)

This sale consists of one irregularly shaped parcel consisting of 14.20 acres more or less and is considered a similar location to the subject as it is still within the marketing area of western Pasco County. The rental project is known as " Avila Suncoast" and is west of the Suncoast Parkway and south of State Road 54. It's location is easily accessible to Hillsborough County and all support facilities are in close proximity to the apartment complex. "Avilla Suncoast " per information provided to the appraiser it is an alternative standard to the traditional neighborhood parks requirements, and was the first of its kind of project in Pasco County, and the state at the time of it's approval by the Pasco County Planning Department. The rental units are all duplex style units (2 units per building) and are one story detached buildings. The project has two gated entrances and exits with the main entrance off of Crossings Boulevard which is south of the traffic signaled intersection of State Road 54 and Crossings Boulevard the second entrance/exit is off Redstone Way which is west of Crossings Boulevard. The site was vacant at the time of it's sale in June 2020 per the Pasco County Property Appraiser's online data. The parcel is zoned MPUD and was approved for 152 duplex style residential rental units. These are entitlements approved by the Pasco County Planning Department. Adjustments were applied for sale date and inferior number of approved rental units.

Recording date: 06/23/2020 // OR B & Pg:10123 & Pg 1794

Grantor: JLB Suncoast LLC


Grantee: Nexmetro Suncoast LLC

Financed by private party (Seller) financing.

Comparable #5: 17583 - 17665 Bellavista Loop, Lutz, FL 33558

Parcel: #29-26-18-0070-00000-0130

Sales Price:\$5,600,000

Signature 

Name Josie V. Wallace, MNAA Cert Gen RZ86

Date Signed 10/20/2023

State Certification # Cert Gen RZ86 State FL

Or State License # State

Signature _____

Name _____

Date Signed _____

State Certification # _____ State _____

Or State License # _____ State _____

Supplemental Addendum

File No. 230522JW-Revised

Client	Dominium Development and Acquisitions-Client				
Property Address	5724 Sea Forest A/K/A 27.76 acres on Sea Forest Drive Revised				
City	New Port Richey	County	Pasco	State	FL Zip Code 34652
Appraiser	Josie V. Wallace, MNAA Cert Gen RZ86				

This sale is of an irregular shaped parcel consisting of 14.35 acres more or less considered similar to the subject parcel location as it is still considered within the same marketing area of western Pasco County and in close proximity to all support facilities. Vacant at the time of it's sale, it is now home to the "Azora at Cypress Ranch" apartment complex with three 4 story buildings that have built-in parking garages in the buildings and also 6 detached parking garages as well as numerous open parking throughout the complex. This site is in close proximity to a major commercial corridor State Road 54 to and to the Suncoast Parkway which makes access to Hillsborough County very easy. It is located west of the Intersection at Sunlake Boulevard and SR 54. The zoning is MPUD and the future land use PD, Planned Development. It was approved for 331 apartment units. Pasco County Utilities furnishes water and sewer and electric is provided by Duke Energy. Adjustments were applied for time and for inferior number of units.

Recording date 10/02/2020 OR B & Pg: 10189 / 0566
Grantor: H. Vance, individually and as Trustee under Fund A under Last Will and Testament of Harry C. Smith,deceased, dated May 20, 1983
Grantee:Central Pasco Apartments LLC
Financed by private party (Seller) financing.

Comparable #6: 12567 - 12609 Matisse Circle, New Port Richey, FL 34655

Parcel #: 28-26-17-0070-00000-0050

Sale Price: \$6,180,000

Comparable # 6 was a vacant parcel at the time of it's sale 10/20/2020. This comparable was to become an luxury rental apartment complex known as "The Gallery at Trinity". The apartment complex was constructed in 2022 after the land purchase, and has three buildings currently in place with 6 additional buildings approved for future construction. The Gallery at Trinity offers 1 to 3 bedroom rental apartments with amenities of community pool, dog park, bocce court, pickle ball court, racquet ball court, putting green, gym and more. The location is in an area of rapid growth along the State Road 54 Corridor. It is similar to the subject's location as it is in close proximity to all support facilities and a major commercial corridor. There is easy access into and out of the project from two entrance/exits. The east side entrance into the project from Trinity Boulevard also offers a right turn to exit onto Trinity Boulevard. The right turn lane allows entrance onto State Road 54 going east. The main entrance into the project is from State Road 54 onto Triune Drive and there is a east bound deceleration lane prior to the entrance. Residents may exit at this location also as the traffic signal at Trinity Boulevard and State Road 54 slows the traffic heading east on SR 54. Total Site Area of this sale is 14.91 more or less total acres. The zoning is indicated as MPUD with an approval allowing for a total of 288 units obtained prior to the consummation of the site purchase. Utilities of water and sewer are furnished by Pasco County with electrical service through Duke Energy which is the same for the subject. Adjustments applied for time, site size and the number of approved apartment units.

Recording date 09/16/2020 OR B & Pg: 10177 / 2912
Grantor: Adam Smith Enterprises
Grantee:Trinity Odessa Apartments
Financed by private party (Seller) financing.


Appraisal Revised:09/20/2023 to reflect new more recent comparables and a revised total value and per TDR unit value.

SUBJECT'S 279 UnitsTDR TOTAL VALUE :

11 Million Three Hundred Fifty-five Thousand Three Hundred Dollars

\$11,355,300 divided 279 Units = \$40,700 per TDR unit

TOTAL VALUE OF THE 279 TDR UNITS IS: \$11,355,300 / \$40,700 unit

Signature 
Name Josie V. Wallace, MNAA Cert Gen RZ86
Date Signed 10/20/2023
State Certification # Cert Gen RZ86 State FL
Or State License # State

Signature _____
Name _____
Date Signed _____
State Certification # _____ State _____
Or State License # _____ State _____

Supplemental Addendum

File No. 230522JW-Revised


Client	Dominium Development and Acquisitions-Client				
Property Address	5724 Sea Forest A/K/A 27.76 acres on Sea Forest Drive Revised				
City	New Port Richey	County	Pasco	State	FL Zip Code 34652
Appraiser	Josie V. Wallace, MNAA Cert Gen RZ86				

FINAL RECONCILIATION OF THE VALUE: Revised 09/20/2023

The only approach to value utilized in the determination of the value of the subject's 279 transfer of develop rights (TDR'S) was the direct sales comparison approach, as that is the only viable approach to value vacant land. The research for determining the process to establish the value of the subject was based on it's allowed 667 apartment units under the density for PDD zoning of 24 units per acre based on the total acreage amount of 27.76 acres more or less, minus the 388 units to be constructed on the site leaving 279 available TDR's for transfer. Under it's current PDD zoning this was the only approach analyzed as the research indicates this is the approach most often relied upon when appraising the TDR value.

The subject site was appraised considering it's current zoning of PDD (Planned Development District). The comparables #1, #2 & #3 zoned PDD are in the subject's immediate neighborhood within the jurisdiction of the City of New Port Richey. Comparables #4, #5 & # 6 were utilized as they are directly related to the subject's approved use as rental apartment projects and received approved entitlements and rezoning to MPUD from Pasco County Planning Department. Comparables #7, #8, #9 were added as they are more recent sales of properties considered to provide comparables with more similar original site sizes to the subject and similar numbers of buildable units known as approved entitlements from Pasco County Planning and Development. They were considered as more reliable indicators of value per unit and total value . The report was revised to establish a new determination of the actual value of the 279 TDR units based on these new more recent comparables. In order to locate the original comparable sales of vacant parcels the appraiser was forced to use sales that exceed 24 months from the effective date of the appraisal, sales with entitlements and an approved number of units were to be development for rental apartments each received a time adjustment and adjustments for the differences in location for comparables #1, and #2 and for difference in the number of approved units for each comparable. Comparables #1, #4, #5 and #6 were all rental apartment projects with a portion of commercial uses included on each site. The typical exposure time for vacant land sales in the neighborhood is 6 months to 18 months, and marketing times are similar. However, 3 additional more recent sales were located and are now included as comparables #7, #8, and #9 which after adjustments for time and location were considered more reliable indicators of value for the subject property. Thus the report was revised on 09/20/2023 to reflect the new comparables and the new final value. See additional comparables comment section on additional comparables page, for commentary on comparables #7, #8 and #9, along with the final opinion of the 279 TDR units total value and the per unit value and how it was determined.

Final Revision was made on 10/20/2023 after subtracting the "Before Value" from the "After Value" of the subject.
The final total value of the 279 TDRS was found to be \$24,
total TDR'S is 24,

Signature 

Name Josie V. Wallace, MNAA Cert Gen RZ86

Date Signed 10/20/2023

State Certification # Cert Gen RZ86 State FL

Or State License # State

Signature

Name

Date Signed

State Certification # State

Or State License # State

Comparable Photo Page

Client	Dominium Development and Acquisitions-Client					
Property Address	5724 Sea Forest A/K/A 27.76 acres on Sea Forest Drive Revised					
City	New Port Richey	County	Pasco	State	FL	Zip Code 34652
Appraiser	Josie V. Wallace, MNAA Cert Gen RZ86					



Comparable 7

State Road 52 E OF I-75	
Prox. to Subj.	23.70 miles E
Sales Price	13,000,000
Date of Sale	06/2022
Site Area	40.04 acs mol
Location	S.R 52 Rural
Zoning	MPUD
As Vacant Land	Similar

Photo captured from
Google



Comparable 8

S.R 56 W Of Us 301	
Prox. to Subj.	26.85 miles E
Sales Price	13,600,000
Date of Sale	01/2022
Site Area	33.29 acs mol
Location	S.R 56 Rural
Zoning	MPUD
As Vacant Land	Similar

Photo captured from
Google



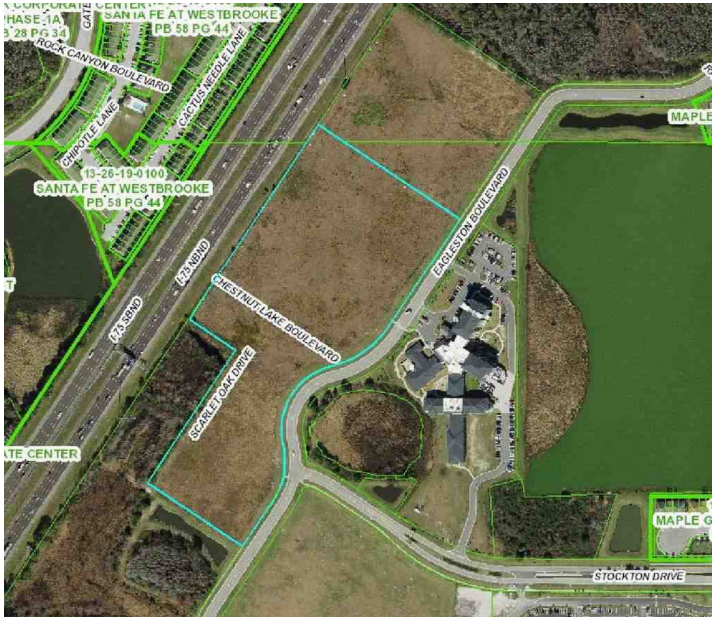
Comparable 9

Eagleston Blvd	
Prox. to Subj.	23.11 miles E
Sales Price	14,100,000
Date of Sale	01/2022
Site Area	16.81 acs mol
Location	Eagleston Blvd Rural
Zoning	MPUD
As Vacant Land	Similar

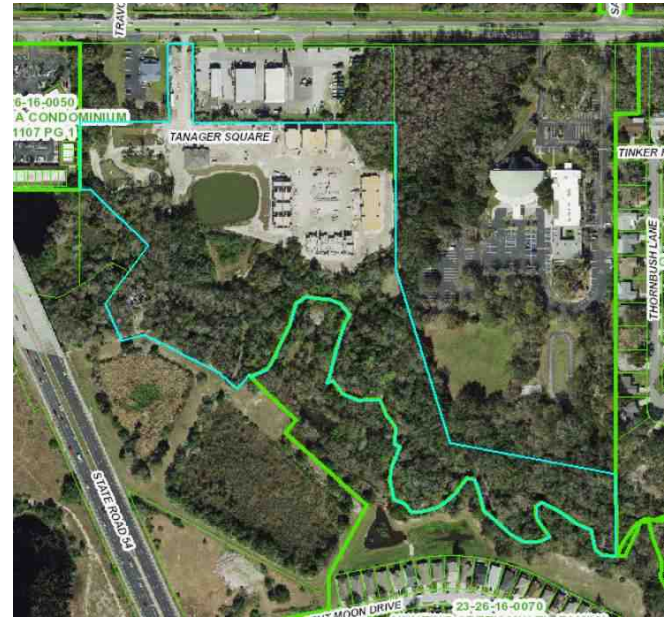
Photo captured from
Google

Comparable Aerial Photos 9-12

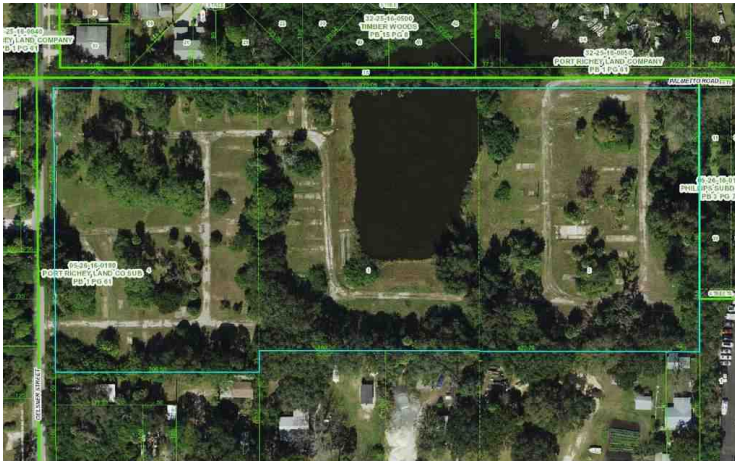
Client	Dominium Development and Acquisitions-Client				
Property Address	5724 Sea Forest A/K/A 27.76 acres on Sea Forest Drive Revised				
City	New Port Richey	County	Pasco	State	FL
Appraiser	Josie V. Wallace, MNAA Cert Gen RZ86		Zip Code	34652	



Comparable #9
Egelston Blvd



Comparable #10
8128 Tanager Square



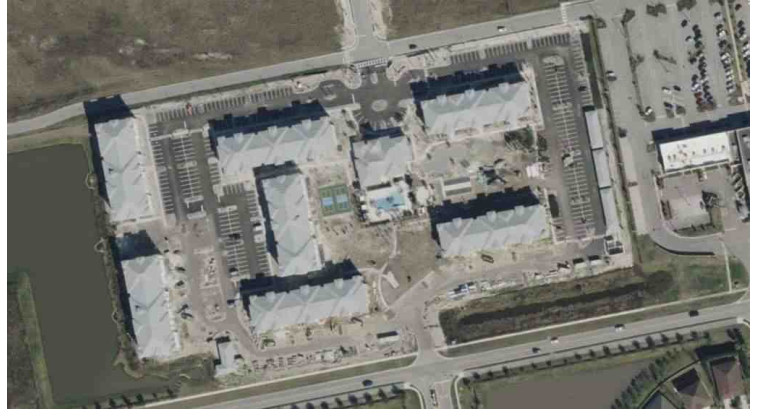
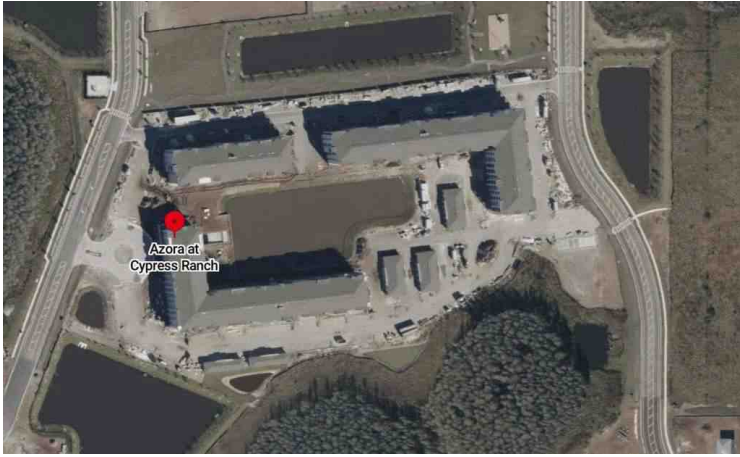
Comparable #11
5006 Sunbelt Ln



Comparable #12
7217 Perrine Ranch Rd

Comparable Aerial Photos 6-8

Client	Dominium Development and Acquisitions-Client				
Property Address	5724 Sea Forest A/K/A 27.76 acres on Sea Forest Drive Revised				
City	New Port Richey	County	Pasco	State	FL
Appraiser	Josie V. Wallace, MNAA Cert Gen RZ86		Zip Code	34652	

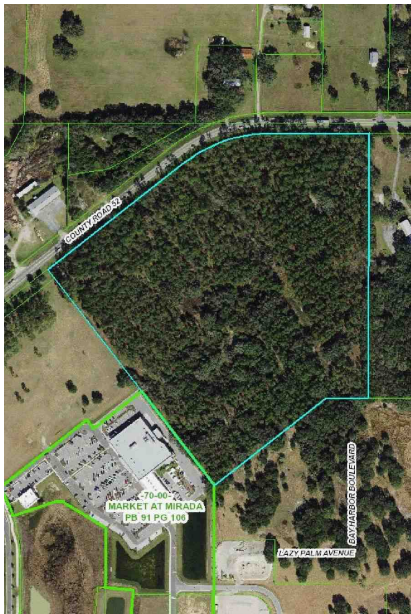


Comparable #5

17583-17665 Bellavista Loop

Comparable #6

12567-12609 Matisse Cir



Comparable #7

State Rd 52 E of I-75



Comparable #8

State Rd 56 W of US 301

Location Map

Client	Dominium Development and Acquisitions-Client				
Property Address	5724 Sea Forest A/K/A 27.76 acres on Sea Forest Drive Revised				
City	New Port Richey	County	Pasco	State	FL Zip Code 34652
Appraiser	Josie V. Wallace, MNAA Cert Gen RZ86				

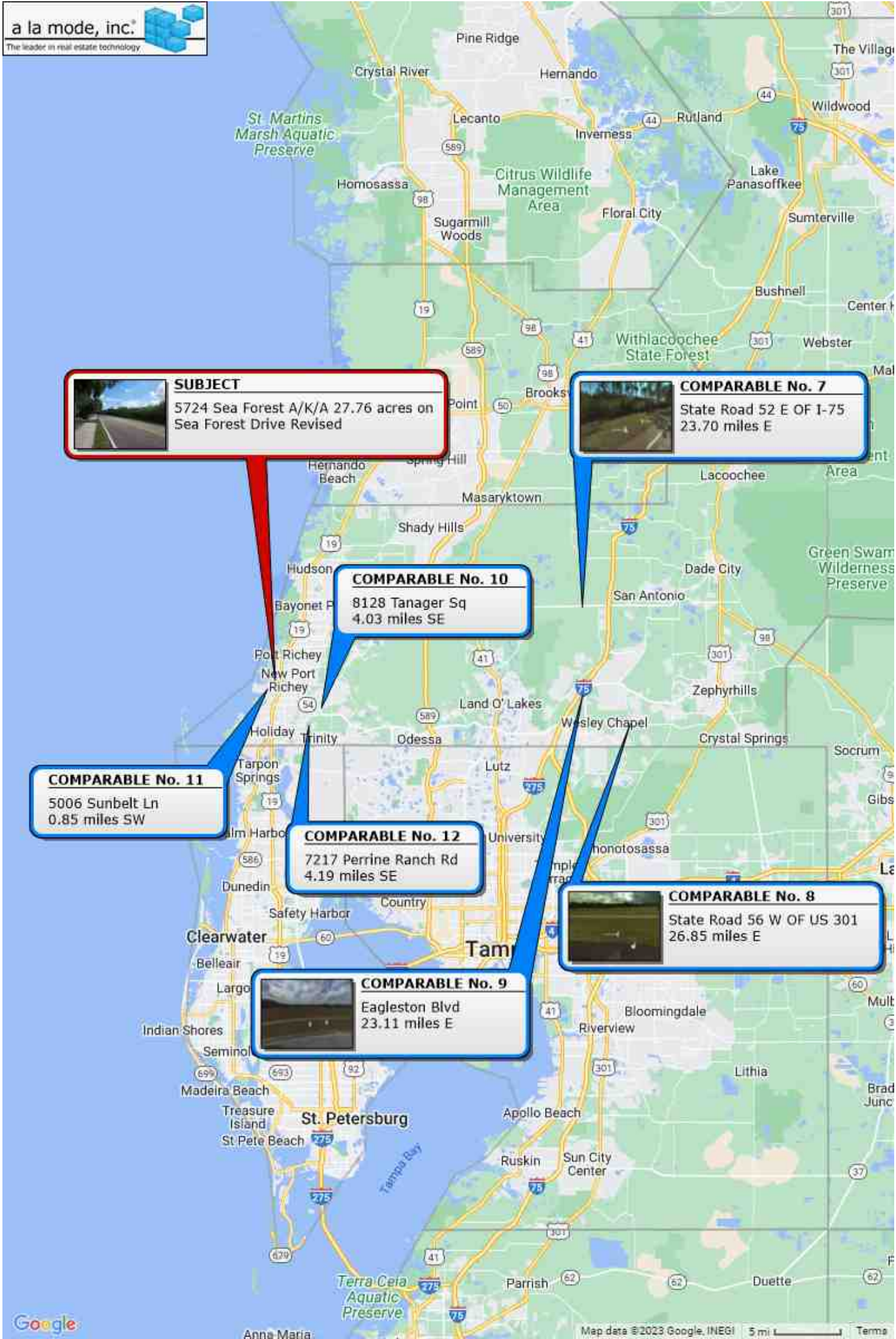


EXHIBIT C
The Settlement Statement – attached

SETTLEMENT STATEMENT

Closing Date:

May _____, 2024

BUYER:

City of New Port Richey

SELLER:

Port Richey Leased Housing Associates III, LLLP

	DEBIT	CREDIT
Sale of Density Credits		\$24,146,900.00
Building Permit Fees		
BLDC-24-01-0002	\$406,722.74	
BLDC-24-01-0003	282,482.04	
BLDC-24-01-0004	2,252.50	
BLDC-24-01-0007	2,252.50	
BLDC-24-01-0005	2,252.50	
BLDC-24-01-0006	2,252.50	
BLDC-24-01-0008	1,480.00	
Tree Mitigation Permit Fee		
TREE-23-10-0103	\$1,166,112.50	
Invoice 16132		
PERMIT - Civil (Site Plan) Application Fee	\$200.00	
PERMIT - Construction Permit Fee	137,000.00	
PERMIT - DBPR Surcharge	2,055.00	
PERMIT - DCA Surcharge	2,055.00	
PERMIT - Special Flood Hazard Area Fee (SFHA)	50.00	
PERMIT - Zoning Review Fee	50.00	
PLAN - Engineering Review Services	4,457.50	
SUBTOTAL	\$2,011,674.78	24,146,900.00
Charitable Contribution	22,135,225.22	
TOTAL	\$24,146,900.00	\$24,146,900.00

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK AND
THE FOLLOWING PAGE IS THE SIGNATURE PAGE.

EXHIBIT D
Form 8283 – attached

28342850v2

Noncash Charitable Contributions

Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.

Go to www.irs.gov/Form8283 for instructions and the latest information.

OMB No. 1545-0074

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

Identifying number

[Port Richey Leased Housing Associates III, LLLP](#)

Enter the entity name and identifying number from the tax return where the noncash charitable contribution was originally reported, if different from above.

Name: _____ Identifying number: _____

Check this box if a family pass-through entity made the noncash charitable contribution. See instructions ☐

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section **only** an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. If you need more space, attach a statement. See instructions.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A	City of New Port Richey, FL; 5919 Main Street, New Port Richey, FL 34652	<input type="checkbox"/>	Other REal Estate
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	

Note: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						Appraisal
B						
C						
D						

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is required for items reportable in Section B and in certain cases must be attached. See instructions.

Part I Information on Donated Property

2 Check the box that describes the type of property donated. See instructions for definitions.

- | | | |
|---|---|---|
| a <input type="checkbox"/> Art (contribution of \$20,000 or more) | d <input checked="" type="checkbox"/> Other real estate | i <input type="checkbox"/> Vehicles |
| b <input type="checkbox"/> Qualified conservation contribution | e <input type="checkbox"/> Equipment | j <input type="checkbox"/> Clothing and household items |
| b(1) <input type="checkbox"/> Certified historic structure | f <input type="checkbox"/> Securities | k <input type="checkbox"/> Digital assets |
| NPS # _____ | g <input type="checkbox"/> Collectibles | l <input type="checkbox"/> Other |
| c <input type="checkbox"/> Art (contribution of less than \$20,000) | h <input type="checkbox"/> Intellectual property | |

3	(a) Description of donated property (if you need more space, attach a separate statement)		(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.			(c) Appraised fair market value
A	See Attached Statement		Land - ready and conditioned to develop			\$22,135,225.22
B						
C						
	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	(h) Qualified conservation contribution relevant basis (see instructions)	(i) Amount claimed as a deduction (see instructions)
A	06/02/2021	By Purchase				
B						
C						

Name(s) shown on your income tax return

Identifying number

Port Richey Leased Housing Associates III, LLLP

Part II Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions)—

Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions.

- 4a** Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest _____
If Section B, Part II applies to more than one property, attach a separate statement.
- b** Total amount claimed as a deduction for the property listed in Section B, Part I: **(1)** For this tax year . . . _____
(2) For any prior tax years _____
- c** Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization in Section B, Part V, below):
Name of charitable organization (donee)
- Address (number, street, and room or suite no.) _____ City or town, state, and ZIP code _____
- d** For tangible property, enter the place where the property is located or kept _____
- e** Name of any person, other than the donee organization, having actual possession of the property _____

- 5a** Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? _____
- b** Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?
- c** Is there a restriction limiting the donated property for a particular use?

Yes	No

Part III Taxpayer (Donor) Statement—List each item included in Section B, Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.

Signature of taxpayer (donor)

Date

Part IV Declaration of Appraiser—See instructions.

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

Sign Here Appraiser signature _____ Date _____
Appraiser name Josie V. Wallace/J.D. Wallace & Associates, Inc. Title Appraiser

Business address (including room or suite no.) _____ Identifying number _____
5304 Balsam Street
City or town, state, and ZIP code _____
New Port Richey, FL 34652-3737

Part V Donee Acknowledgment—See instructions.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date _____

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282**, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? ☐ Yes ☒ No

Name of charitable organization (donee) _____ Employer identification number _____
Address (number, street, and room or suite no.) _____ City or town, state, and ZIP code _____
Authorized signature _____ Title _____ Date _____

Form 8283 Noncash Charitable Contributions
Port Richey Leased Housing Associates III, LLLP
EIN: [REDACTED]
TYE: 12-31-2023

Section B, Part I, Line 3(a):

A: 279 Units – Transfer of Development Rights for the purpose of conservation. Pursuant to Ordinance No. 2023-2268, an ordinance of the City of New Port Richey, provides for the coastal transfer of development rights to manage growth and protect environmentally sound sensitive lands.

27477872v1



Wickover Ct
Bis
Egreys Pl
Egreys Pl
Sea Forest Dr
Southwest
Wahoo Ct
Jobeth Dr
Mitcher Rd
Sea Forest Dr
Sea Forest Dr
Janes Way
Merit Dr
Merit Dr
Canner St
Elther St
Allner St
Harbor Villa Ln
Camstone Dr
Onyx Ln
Marine Pkwy
Amulet Dr
Turquoise Ln
Jasper Dr
Toxaz Ln



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TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA,
NPS, US Census Bureau, USDA, USFWS, Maxar



NEW PORT RICHEY

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

TO: City of New Port Richey City Council
FROM: Debbie L. Manns, ICMA-CM, City Manager
DATE: 8/6/2024
RE: Development Fee Agreement w/Port Richey Leased Housing Associates III, LLLP

REQUEST:

The request is to authorize the City Manager to enter into a Development Fee Agreement with Port Richey Leased Housing Associates III, LLLP in relationship to the Anchor at Gulf Harbors project.

DISCUSSION:

The Transfer of Development Rights Density Credit Agreement in respect to the project to establish a 388-unit multi-family housing project for low/mod income senior residents aged 62 and over is contingent upon amendments being made to the City's Comprehensive Land Use Plan. To address the circumstance that the City's Comprehensive Plan is not amended and finalized in a manner to provide the density credits as contemplated in the density credit agreement a contingent plan is being proposed.

Therefore, if the City is unable to finalize the Comprehensive Plan Amendments necessary to effectuate the density credits the plan involves employing one of two methods to address the permitting, development and impact fees in the sum of \$2,011,674.78 which shall be due. The first involves a waiver of the city fees in their entirety. The second method involves the Community Redevelopment Agency, and the owner of the property would submit a grant application to the CRA and if approved enter into a development agreement to compensate the City for the fees. If the CRA does not approve the grant agreement for the full amount the City or the owner of the property will need to agree to pay the remaining balance.

Incidentally, the construction value associated with this project is \$80,679,730.00.

RECOMMENDATION:

Staff recommends that City Council authorize the City Manager to enter into a Development Fee Agreement with Port Richey Leased Housing Associates III, LLLP in relationship to the Anchor at Gulf Harbors project as requested.

BUDGET/FISCAL IMPACT:

If the CRA does not pay the development related fees, the City potentially could be losing the revenue associated with the fees however the project will be placed on the tax rolls which will positively impact the city for many years to come.

ATTACHMENTS:

Description	Type
Development Fee Agreement w/Port Richey Leased Housing Associates III, LLLP	Backup Material

DEVELOPMENT FEE AGREEMENT

This DEVELOPMENT FEE AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2024, by and between PORT RICHEY LEASED HOUSING ASSOCIATES III, LLLP, a Florida limited liability limited partnership (“Owner”), the City of New Port Richey, Florida (“City”).

RECITALS:

A. Owner is the owner of certain real property located at 5570 Sea Forest Drive, New Port Richey, Florida (a/k/a 4747 Marine Parkway, New Port Richey, Florida) comprised of approximately 27.7 acres (the “Property”), as legally described as provided in Exhibit [A] attached hereto.

B. Owner intends to (i) develop the property to consist of 388 units of multi-family housing for senior residents aged 62 or over, and ancillary improvements thereto (the “Project”), and (ii) voluntarily restrict the allowable density on the Property in perpetuity through the Covenant, so that no more than 388 units of multi-family housing may be built on the Property.

C. Various impact, permitting and other development fees in the estimated amount of \$2,011,674.78 will be due to the City from the Owner in conjunction with the development of the Project (the “City Fees”), as described in more detail in the Settlement Statement attached hereto as Exhibit [C] (the “Settlement Statement”).

D. City recognizes the Project as an economic development project which may be eligible for grant funding under the community redevelopment plan approved by the City and the Community Redevelopment Agency of the City of New Port Richey, Florida (“CRA”).

E. The Owner and the City have entered into a Transfer of Development Rights Density Credit Agreement (“Density Credit Agreement”), the final implementation of which is dependent upon amendments to the City’s Comprehensive Plan.

F. The Parties wish to provide for credit of the City Fees to apply in the event the City’s Comprehensive Plan is not finalized and amended in a manner to allow the density credits provided in the Density Credit Agreement.

AGREEMENT:

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

1. Incorporation of Recitals. The Recitals set forth at the beginning of this Agreement are deemed incorporated herein, and the parties hereto represent they are true, accurate and correct.

2. City Fees. The Owner’s obligation for the payment of the City Fees shall be deferred until the same are satisfied and paid from the Density Credits as provided in the Density Credit Agreement, or the City issues a notice to the Owner that it has failed to finalize the

Comprehensive Plan amendments necessary to authorize the Density Credits as provided in the Density Credit Agreement, whichever is the later to occur. In the event the City issues the aforesaid notice, the City shall within thirty (30) days either issue a waiver of the City Fees or elect to seek a grant from the CRA for all or any portion of the City Fees.

3. CRA Grant. In the event the City elects to seek a grant from the CRA as provided in Section 2 hereof, Owner shall within thirty (30) days of notice of such election submit a grant application to the CRA and enter into a development agreement on the form provided by the CRA for an amount equivalent to the City Fees. Any grant awarded by the CRA shall be paid exclusively to City to compensate for such City Fees, and no grant funds shall be paid to Owner. City shall waive any City Fees for which the CRA fails to approve a grant, so long as Owner completes the necessary application for all of the City Fees, enters into the required development agreement for the same, and complies with the terms thereof.

4. Termination of Agreement.

(a) Owner may terminate this Agreement at any time; provided, however, that upon termination, the City Fees shall be owed by the Owner to the City, and shall immediately be due and payable.

(b) The City may not terminate this Agreement except for cause. For purposes hereof, cause for termination shall include any of the following:

- i. The Owner's failure to develop the Project in substantial conformance with the approvals of the City;
- ii. The Owner's timely completion of the Project, evidenced by an unconditional Certificate of Occupancy issued by the City within two (2) years of the effective date of this Agreement; or
- iii. Upon Owner's default under any agreement with the City related to the Project, including this Agreement, that hasn't been properly cured within thirty (30) days of City's written notice of such default.

5. Notice. All notices and other communication permitted or required hereunder shall be in writing and shall be deposited in the mail, registered or certified, postage prepaid, to a party at its address set forth below, or to such other address as the party may specify by notice given to the other party in the manner prescribed.

If to City: City Manager
5919 Main Street
New Port Richey, Florida 34652
Email: mannsd@cityofnewportrichey.org

With a copy to: City Attorney
5919 Main Street
New Port Richey, Florida 34652
Email: driscollt@cityofnewportrichey.org

If to Owner: Port Richey Leased Housing Associates III, LLLP
2905 Northwest Blvd., Suite 150
Plymouth, MN 55441
Attn: Devon Quist
Email: Devon.quist@dominiuminc.com

With a copy to: Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402
Attn: Neil Mahoney
Email: NMahoney@winthrop.com

6. Governing Law; Venue. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed, interpreted and enforced in all respects in accordance with the laws of the State of Florida. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto except as otherwise limited pursuant to Section 8 hereof.

7. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and any representation, inducement, promise or agreement between the parties with respect to the subject matter of this Agreement that is not embodied herein shall be null and void and of no further force or effect.

8. Assignment. Owner may only assign its rights under this Agreement upon prior express written consent of the City, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Owner may assign its rights under this Agreement to an affiliate of Owner.

9. Amendment. This Agreement may not be modified, amended or otherwise altered except by written agreement executed by Owner and the City.

10. No Joint Venture. The relationship between the Owner and the City is not in any manner whatsoever a joint venture or partnership and neither party shall be the agent of the other for any purpose.

11. Counterparts and Electronic Signatures. This Agreement and any amendments hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original and all of which together shall constitute one instrument. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. This Agreement may be executed by facsimile, PDF or other electronic signature and any such facsimile, PDF or other electronic signature shall be deemed an original.

12. Time is of the Essence. Time is of the essence with respect to all of the terms of this Agreement.

13. Remedies. In the event of default hereunder, the non-defaulting party shall be entitled to all remedies at law or equity including, but not limited to, specific performance. The parties waive their right to trial by jury of any action based upon this Agreement.

14. Attorneys' Fees. In the event that any party shall bring an action or legal proceeding for an alleged breach of any provision of this Agreement or any representation, warranty, covenant or agreement herein set forth, or to enforce, protect, determine or establish any term, covenant or provision of this Agreement or the rights hereunder of either party, the prevailing party shall be entitled to recover from the non-prevailing party or parties, as part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and costs, expert witness fees and court costs as may be fixed by the court.

[COUNTERPART SIGNATURE PAGES TO FOLLOW]

COUNTERPART SIGNATURE PAGE
DEVELOPMENT FEE AGREEMENT

IN WITNESS WHEREOF, the undersigned has executed this counterpart signature page to the Development Fee Agreement as of the day and year first above written. The undersigned by the authorized signature hereby agrees to be bound by the terms and conditions of this Development Fee Agreement and this counterpart signature page, and the signer represents that he or she has the full authority to bind said party to all of the terms of this Agreement.

OWNER:

**PORT RICHEY LEASED HOUSING
ASSOCIATES III, LLLP**, a Florida limited
liability limited partnership

By: Port Richey Leased Housing Associates III,
LLC

Its: General Partner

By: _____
Name: Devon Quist
Title: Vice President

COUNTERPART SIGNATURE PAGE
DEVELOPMENT FEE AGREEMENT

IN WITNESS WHEREOF, the undersigned has executed this counterpart signature page to the Development Fee Agreement as of the day and year first above written. The undersigned by the authorized signature hereby agrees to be bound by the terms and conditions of this Development Fee Agreement and this counterpart signature page, and the signer represents that he or she has the full authority to bind said party to all of the terms of this Agreement.

CITY:

**THE CITY OF NEW PORT RICHEY,
FLORIDA**

By: _____
Name: Debbie L. Manns, ICMA-CM
Title: City Manager

EXHIBIT A

A portion of Tracts 9, 10, 11 and 12 of the Tampa-Tarpon Springs Land Company Subdivision of Section 7 and all of Tract 30 and a portion of Tract 29 of the Tampa-Tarpon Springs Land Company Subdivision of Section 8, all being in Township 26 South, Range 16 East as shown on the Plat recorded in [Plat Book 1, Pages 69 and 70](#) of the Public Records of Pasco County, Florida, being further described as follows:

Commence at the Southeast corner of said Tract 12, the same being the Southwest corner of said Tract 30 for a POINT OF BEGINNING; thence run along the South boundary line of said Tracts 10, 11 and 12, North 89 deg. 54' 54" West, a distance of 1,319.12 feet to the Southwest corner of said Tract 10; thence a distance of 260.58 feet along the arc of a curve to the right, said curve having a radius of 200.00 feet and a chord of 242.54 feet which bears North 37 deg. 40' 29" East; thence North 75 deg. 00' 00" East, a distance of 329.87 feet; thence a distance of 939.77 feet along the arc of a curve to the left, said curve having a radius of 720.00 feet and a chord of 874.47 feet which bears North 37 deg. 36' 28" East; thence a distance of 39.36 feet along the arc of a curve to the right, to the Westerly extension of the South boundary line of Pasco County parcel as described in Official Records [Book 901, Page 800](#) of the Public Records of Pasco County, Florida, said curve having a radius of 25.00 feet and a chord of 35.42 feet which bears North 45 deg. 18' 57" East; thence along the Westerly extension of the South boundary line of said Pasco County parcel and along the South boundary line of said Pasco County parcel, South 89 deg. 35' 01" East, a distance of 737.32 feet to the East boundary line of said Tract 29; thence along the East boundary line of said Tracts 29 and 30, South 0 deg. 26' 49" West, a distance of 994.61 feet to the Southeast corner of said Tract 30; thence along the South boundary line of said Tract 30, North 89 deg. 36' 29" West, a distance of 436.13 feet to the POINT OF BEGINNING; the South boundary line of said Tracts 10, 11 and 12 being the same as the South boundary line of the Northeast 1/4 of said Section 7; the South boundary line of said Tract 30 being the same as the South boundary line of the Northwest 1/4 of said Section 8.

AND

Tracts 34 and 35, Tampa-Tarpon Springs Land Company Subdivision of Section 7, Township 26 South, Range 16 East, as shown on Plat recorded in [Plat Book Pages 69 and 70](#), Pasco County, Florida.

LESS

A portion of Tract 35 of the Tampa-Tarpon Springs Land Company Subdivision of Section 7, Township 26 South, Range 16 East, as shown on the Plat recorded in [Plat Book 1, Pages 69 and 70](#) of the Public Records of Pasco County, Florida, being further described as follows;

Commence at the Southwest corner of said Tract 35 for a POINT OF BEGINNING; thence run along the West boundary line of said Tract 35, North 0 deg. 20' 58" East, a distance of 400.00; thence run South 15 deg. 03' 20" East, a distance of 414.09 feet to the South boundary line of said Tract 35; thence run along the South boundary line of said Tract 35, South 89 deg. 56' 16" West, a distance of 110.00 to the POINT OF BEGINNING.

LESS

A portion of Tracts 9, 12, 29 and Tract 30 of the Tampa-Tarpon Springs Land Company Subdivision as recorded in [Plat Book 1, Pages 69 and 70](#) of the Public Records of Pasco County, Florida, and all lying with Section 7 and 8, Township 26 South, Range 16 East, Pasco County, Florida and being more particularly described as follows:

Begin at the East 1/4 corner of said Section 7; thence along the East-West centerline of said Section 7, N 89 deg. 52' 57" W, for 439.71 feet; thence leaving said East-West centerline, N 00 deg. 22' 08" E, for 580.31 feet to the East right-of way line of Sea Forest Drive as shown on the plat of Sea Forest Drive, Phase 1B, as recorded in [Plat Book 20, Pages 125 and 126](#) of the Public Records of Pasco County, Florida, and the point of intersection with a non-tangent curve concave to the Northwest; thence Northeasterly along the arc of said curve having a radius of 720.00 feet, a central angle of 32 deg. 57' 47" and a chord bearing N 16 deg. 41' 49" E, for 408.54 feet to the point

of reverse curvature of a curve concave to the Southeast; thence Northeasterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 90 deg. 12' 35" and a chord bearing N 45 deg. 18' 57" E, for 35.42 feet to the South right-of-way line of Cross Bayou Boulevard as recorded in said plat of Sea Forest Drive, Phase 1B; thence along said South right-of-way line and it's Easterly extension thereof, S 89 deg. 35' 01" E, for 737.64 feet to the West boundary of Town and Country Villas, as recorded in [Plat Book 6, Page 9](#), of the Public Records of Pasco County, Florida; thence along said West boundary S 00 deg. 25' 05" W, for 995.19 feet to the East-West centerline of aforesaid Section 8; thence along said East-West centerline, N 89 deg 35' 38" W, for 436.96 feet to the POINT OF BEGINNING.

AND

A portion of Tract 36 of the Tampa-Tarpon Springs Land Company Subdivision of Section 7, Township 26 South, Range 16 East, as shown on the Plat recorded in [Plat Book 1, Pages 69 and 70](#) of the Public Records of Pasco County, Florida, being further described as follows:

Commence at the Northeast corner of the Southeast 1/4 of said Section 7; thence run along the East boundary line of the Southeast 1/4 of the said Section 7, South 0 deg. 21' 15" West, a distance of 985.15 feet; thence South 89 deg. 56' 16" West, a distance of 439.69 feet to the Westerly boundary line of the New Port Colony parcel as described in Official Records [Book 575, Page 461](#) of the Public Records of Pasco County, Florida for a POINT OF BEGINNING; thence run along the Westerly boundary line of said New Port Colony parcel, South 0 deg. 21' 09" West, a distance of 19.77 feet to the boundary line of the Gulf Harbors Condominium Parcel No. 71 as described Official Records [Book 883, Page 1384](#) of the Public Records of Pasco County, Florida; thence along the boundary line of said Parcel No. 71, South 89 deg. 52' 15" West, a distance of 82.14 feet; thence continue along the boundary line of said Parcel No. 71, South 5 deg. 39' 56" West, a distance of 125.19 feet to the North boundary line of the Gulf Harbor Condominium Parcel No. 72, as described in Official Record [Book 883, Page 1398](#) of the Public Records of Pasco County, Florida; thence along the North boundary line of said Parcel No. 72, South 89 deg. 52' 15" West, a distance of 713.15 feet; thence a distance of 31.58 feet along the arc of a curve to the right, said curve having a radius of 240.00 feet and a chord of 31.55 feet which bears North 3 deg. 53' 54" West; thence North 0 deg. 07' 45" West, a distance of 113.77 feet to the South boundary line of the Walker parcel as described in Official Record [Book 768, Page 512](#) of the Public Records of Pasco County, Florida; thence along the South boundary line of said Walker parcel, North 89 deg. 56' 16" East, a distance of 810.17 feet to the POINT OF BEGINNING.

ALSO DESCRIBED AS:

A parcel of land being portions of Tracts 10, 11, 34, 35 and 36, according to the Plat of TAMPA-TARPON SPRINGS LAND COMPANY, as recorded in [Plat book 1, Page 69](#), of the Public Records of Pasco County, Florida, lying in Section 7, Township 26 South, Range 16 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Southeast 1/4 of Section 7, Township 26 South, Range 16 East, Pasco County, Florida, same being the Southeast corner of Tract 12, same also being the Northeast corner of Tract 33, both according the Plat of TAMPA-TARPON SPRINGS LAND COMPANY, as recorded in [Plat book 1, Page 69](#), of the Public Records of Pasco County, Florida; thence N89°53'21"W, along the East-West Centerline of said Section 7, same being the South line of said Tract 12, same also being the North line of said Tract 33 for 439.71 feet to the Southwest corner of said Tract 12, same being the Northwest corner of said Tract 33, same also being the Northeast corner of Tract 34, same also being the Southeast corner of Tract 11, both according to

said Plat of TAMPA-TARPON SPRINGS LAND COMPANY, same also being the Northwest corner of that certain property as described in Official Records [Book 575, Page 461](#), of the Public Records of Pasco County, Florida, same also being the POINT OF BEGINNING; thence S00°20'59"W, along the East line of said Tract 34, same being the West line of said Tract 33, same also being the West line of said certain property as described in Official Records [Book 575, Page 461](#), for 986.12 feet to the Southeast corner of Tract 34, same being the Southwest corner of Tract 33; thence S00°22'24"W, continuing along said West line of that certain property as described in Official Records [Book 575, Page 461](#) for 19.76 feet to the Southwest corner of said certain property as described in Official Records [Book 575, Page 461](#), same being the point of intersection with the Northerly line of Parcel 71, as described in Official Records [Book 883, Page 1384](#), as recorded in the Public Records of Pasco County, Florida; thence the following two (2) courses along said Northerly line of Parcel 71; (1) thence S89°53'34"W, for 82.14 feet; (2) thence S05°41'15"W, for 125.19 feet to a West corner of said Parcel 71, same being the Northeast corner of Parcel 72, as described in Official Records [Book 883, Page 1398](#), as recorded in the Public Records of Pasco County, Florida; thence S89°53'34"W, along the North line of said Parcel 72 for 712.96 feet to the point of intersection with the Easterly Right-of-Way line of SEA FOREST DRIVE, according to the Plat of STOVAL ESTATES, as recorded in [Plat Book 16, Page 58](#), of the Public Records of Pasco County, Florida same being the point of intersection with a non-tangent curve, concave Easterly; thence the following two (2) courses along said Easterly Right-of-Way line of SEA FOREST DRIVE, according to the Plat of STOVAL ESTATES and the Easterly Right-of-Way line of SEA FOREST DRIVE, according to the Plat of SEA FOREST DRIVE, PHASE 1B, as recorded in Official Records [Book 20, Page 126](#), of the Public Records of Pasco County, Florida, respectively; (1) thence Northerly along the arc of said curve, with a radial bearing of N82°21'42"E, having a radius of 240.00 feet, a central angle of 07°29'56", an arc length of 31.41 feet, and a chord bearing N03°53'20"W, for 31.39 feet, to the point of tangent; (2) thence N00°08'21"W, for 113.93 feet to the point of intersection with the South line of Tract 35, according to said Plat of TAMPA-TARPON SPRINGS LAND COMPANY; thence leaving said Easterly Right-of-Way line of SEA FOREST DRIVE, according to the Plat of SEA FOREST DRIVE, PHASE 1B, N89°57'35"E, along said South line of Tract 35 for 40.66 feet; thence leaving said South line of Tract 35, N15°03'23"W, for 413.79 feet to the point of intersection with said Easterly Right-of-Way line of SEA FOREST DRIVE, according to the Plat of SEA FOREST DRIVE, PHASE 1B, same being the point of intersection with a non-tangent curve, concave Easterly; thence the following five (5) courses along said Easterly Right-of-Way line of SEA FOREST DRIVE, according to the Plat of SEA FOREST DRIVE, PHASE 1B; (1) thence Northerly along the arc of said curve, with a radial bearing of S89°41'00"E, having a radius of 300.00 feet, a central angle of 00°01'21", an arc length of 0.12 feet, and a chord bearing N00°19'41"E, for 0.12 feet, to the point of tangent; (2) thence N00°20'22"E, for 588.54 feet to the point of curvature of a curve concave Southeasterly; thence Northeasterly along the arc of said curve, having a radius of 200.00 feet, a central angle of 74°39'02", an arc length of 260.58 feet, and a chord bearing N37°39'53"E, for 242.54 feet to the point of tangent; (3) thence N74°59'24"E, for 329.87 feet to the point of curvature of a curve concave Northwesterly; (4) thence Northeasterly along the arc of said curve, having a radius of 720.00 feet, a central angle of 41°48'41", an arc length of 525.42 feet, and a chord bearing N54°05'03"E, for 513.84 feet to the point of intersection with the East line of said Tract 11, same being the West line of said Tract 12, same also being the point of intersection with a non-tangent line; (5) thence S00°21'05"W, along said East line of Tract 11, same being said West line of Tract 12, for 580.45 feet to the POINT OF BEGINNING.

EXHIBIT C
The Settlement Statement – attached

SETTLEMENT STATEMENT

Closing Date:

May _____, 2024

BUYER:

City of New Port Richey

SELLER:

Port Richey Leased Housing Associates III, LLLP

	DEBIT	CREDIT
Sale of Density Credits		\$24,146,900.00
Building Permit Fees		
BLDC-24-01-0002	\$406,722.74	
BLDC-24-01-0003	282,482.04	
BLDC-24-01-0004	2,252.50	
BLDC-24-01-0007	2,252.50	
BLDC-24-01-0005	2,252.50	
BLDC-24-01-0006	2,252.50	
BLDC-24-01-0008	1,480.00	
Tree Mitigation Permit Fee		
TREE-23-10-0103	\$1,166,112.50	
Invoice 16132		
PERMIT - Civil (Site Plan) Application Fee	\$200.00	
PERMIT - Construction Permit Fee	137,000.00	
PERMIT - DBPR Surcharge	2,055.00	
PERMIT - DCA Surcharge	2,055.00	
PERMIT - Special Flood Hazard Area Fee (SFHA)	50.00	
PERMIT - Zoning Review Fee	50.00	
PLAN - Engineering Review Services	4,457.50	
SUBTOTAL	\$2,011,674.78	24,146,900.00
Charitable Contribution	22,135,225.22	
TOTAL	\$24,146,900.00	\$24,146,900.00

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK AND
THE FOLLOWING PAGE IS THE SIGNATURE PAGE.



NEW PORT RICHEY

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

TO: City of New Port Richey City Council
FROM: Debbie L. Manns, ICMA-CM, City Manager
DATE: 8/6/2024
RE: Request for Donation of Artificial Turf by The Runaways Animal Rescue

REQUEST:

The request is for the City Council to authorize the donation of 714 sq. ft of artificial turf material to The Runaways Animal Rescue organization.

DISCUSSION:

As you already know, earlier this year artificial turf material was installed at the amphitheater at Sims Park. At the conclusion of the project there were some remaining pieces of artificial turf fabric. Most of the fabric is being maintained by the city for purposes of future replacement. However, a small portion which totals 714 square feet is waste as a result of its size or shape.

As you might expect the installation of the material created a good amount of interest and one of the users of the park inquired if the city would be interested in donating any unused material. The purpose of the donation would be to assist at a facility that provides care for sick, injured or special need kittens and puppies. The facility is located on Washington Street in Port Richey and is operated by a 501 c3 organization. After a careful assessment of the leftover material, it is believed that the city has no future use for the referenced remnant pieces.

RECOMMENDATION:

The recommendation is to authorize the donation of the surplus material to The Runaways Animal Rescue non-profit organization.

BUDGET/FISCAL IMPACT:

No funding is required for this item.

ATTACHMENTS:

Description	Type
□ Donation Request from The Runaways Animal Rescue	Backup Material

April 26, 2024

Dear the City of New Port Richey,

The Runaways Animal Rescue is requesting a donation of the extra AstroTurf pieces left over from the project at Sims Park.

Your gift will help us fulfill our mission to protect and advocate for all companion animals in need in Pasco County, FL. We are an all-volunteer organization. We provide 24-hour care, and expert medical support to sick, injured, special needs and the most vulnerable neonatal kittens and puppies. We provide a loving and enriching environment where these animals can thrive and prepare for their forever homes.

The Runaways Animal Rescue is a 501(c)3 nonprofit organization and your donation is tax-deductible.

Danielle Giroux
President





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: 8/6/2024

RE: Board Appointment: Margaret Carswell, Environmental Committee

REQUEST:

The request is for City Council to approve the appointment of Margaret Carswell as member of the Environmental Committee.

DISCUSSION:

On July 23, 2024, Ms. Margaret Carswell submitted her application seeking membership on the Environmental Committee. If approved, Ms. Carswell's term will be for two years and will be up for renewal on August 6, 2026. Staff has verified that Ms. Carswell meets the requirements to serve on this committee. With this appointment, that leaves one member and two alternate member positions open on the committee.

RECOMMENDATION:

Staff recommends that City Council approve the appointment of Margaret Carswell as member of the Environmental Committee and accept the attached updated roster as submitted.

BUDGET/FISCAL IMPACT:

No funding is required for this item.

ATTACHMENTS:

Description	Type
❑ Application - Margaret Carswell	Backup Material
❑ Updated Environmental Committee Roster	Backup Material

Board and Committee Membership Application

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



Applicant Information

Name	Margaret Carswell
Street Address	4744 Azalea #208B
City, State, Zip	New Port Richey FL 34652
Home Phone	805-687-1199
Alternate Phone	
E-Mail Address	mlcarswell@earthfirstliving.org
(attach copy of DL for residency verification)	

Boards and Committees

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

I have been involved with environmental issues since I was a teenager and our family joined Zero Population Growth. I was part of the first course offered in environmental law at McGill Law school. This is an ongoing interest. I am devoted to ensuring a healthy respectful environment for all life on this planet.

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

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

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

x Yes No If yes, how many have you attended? 5

Previous Board or Committee Experience

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

Santa Barbara Regional Energy Alliance
sought a multi stakeholder (including city and county government involvement) approach to creating clean and green, locally produced energy

Previous Volunteer or Community Service Experience

Summarize your previous volunteer or community service experience.

Waldorf School of Santa Barbara
Planned Parenthood of Santa Barbara
Santa Barbara Time Bank
Women's Circles

Special Skills, Interests and/or Qualifications

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

Master Gardener, Santa Barbara County
Santa Barbara Green Gardener
Permaculture Design Certification
Sociocracy

Employment/Experience

Job Title:
President

Employer:
Earth First Living Inc

Address Line 1:
PO Box 1885

Address Line 2:

City:
New Port Richey

State:
FL

Zip Code:
34656.

County:
Pasco

Work Phone:
805-687-1199

Professional licenses held:

member of the Bar Associations of Alberta and Northwest Territories. (Canada)

Previous employment or experience:

see attached

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

Personal References

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

Name (printed)	Phone Number	Relationship
Dick Wullaert	805-570-1555	friend
Theo Tillson.	727-688-1092.	friend
Dell DeChant.	727-849-1626.	friend

Eligibility Verification

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



I currently live within the city limits.

I am a registered voter in Florida



I own a business within the city limits

(attach copy of voter identification card)

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

☐ Yes ☒ No

If yes, please explain (including date):

Agreement and Signature

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

Name (printed) Margaret Carswell

Signature 

Date 7-25-21

Selection Process

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

Our Policy

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

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

FOR INTERNAL USE ONLY:

Date Application Received: _____

Type of Application: New Member Renewal

Knowledge and Experience

Green architecture and construction; baubiology; feng shui

Smallscale water treatment to create healthy healing water; greywater and blackwater recycling

Alternative energy sources: solar, wind, bio-digestors, tidal, hydrogen, magnetics, geo-thermal

Permaculture in all aspects and especially chapter 14 social aspects

Rudolph Steiner teachings: bio-dynamic agriculture, anthroposophical medicine, Waldorf education

Environmental pollutants: radiation, toxic chemicals

Healthy foods, body detoxification, alternative and traditional healing approaches



CITY OF NEW PORT RICHEY BOARDS/COMMITTEES

Environmental Committee

Seven (7) regular and two (2) alternate members; the two (2) alternates will serve as a member in the absence of a regularly appointed member. All members of the environmental committee shall be resident electors of the City of New Port Richey. A quorum shall consist of four (4) members. New members shall be appointed to terms of two (2) years each.

- | | |
|---|----------------------------------|
| 1. Dell deChant (Chair)
6119 Illinois Avenue
New Port Richey, FL 34653
727-849-1626
ddechant@tampabay.rr.com | Through February 21, 2025 |
| 2. Rose Mohr (Vice-Chair)
5717 Vermont Avenue
New Port Richey, FL 34652
727-808-2440
rosemohr6442@gmail.com | Through February 21, 2025 |
| 3. Amber Blais
6011 Polk Street
New Port Richey, FL 34653
727-743-1995
ablais2@yahoo.com | Through March 2, 2025 |
| 4. Thomas O'Neill
7306 Jasmine Drive
New Port Richey, FL 34652
727-224-8680
toneil3@tampabay.rr.com | Through May 16, 2025 |
| 5. Rob Marlowe
5603 Palmetto Rd.
New Port Richey, FL 34652
727-534-7415 (h)
727-847-2424 (o)
rob@marlowe.net | Through June 6, 2025 |
| 6. Margaret Carswell
4744 Azalea Drive, Unit #208B
New Port Richey, FL 34652
805-687-1199
mlcarswell@earthfirstliving.org | Through August 6, 2026 |

Open

Alternates

- 1. Open**
- 2. Open**

Staff Liaison: Colin Eichenmuller

3.13.00 Environmental committee

3.13.01 Recreated.

The city council hereby recreates the environmental committee. The purpose of the environmental committee is to offer advisory opinions and recommendations to the city council on environmental issues facing the city. (Ord. No. 1359, § 2, 6-20-95; Ord. No. 1459, § 1, 7-7-98)

3.13.02 Duties and responsibilities.

The duties and functions of the environmental committee are as follows:

- (1) The environmental committee shall serve as the planning committee for any of the city's major environmental events, such as the Earth Day event and the Arbor Day Celebration.
- (2) The committee shall explore new environmental initiatives for consideration and funding by the city council.
- (3) The environmental committee shall serve as an advisor to the city council and may render special reports to the city council as the members may deem advisable.
- (4) The environmental committee shall advise the city council on the planting of trees in public places and, in general, provide advice to the city council on the promulgation of the city's urban forestry program. The environmental committee shall fulfill all of the duties of an arbor board, including the filing of such reports and the planning of any programs recommended and required by the National Arbor Day Foundation's National Tree City USA program.
- (5) The environmental committee shall advise the city council on the creation and sponsorship of recycling programs and activities in the city and shall also offer recommendations to the city council on the financial support of recycling programs and events.
- (6) The environmental committee shall review all requests made to the city council regarding the level of financial support for such activities. In addition, the committee may offer recommendations to the city council for the initiation and promotion of new recycling activities to be sponsored, either in full or in part, by the city.

(Ord. No. 1359, § 3, 6-20-95; Ord. No. 1459, § 1, 7-7-98)

3.13.03 Membership.

1. There shall be seven (7) regular and two (2) alternate members comprising the environmental committee. The two (2) alternates will serve as a member in the absence of a regularly appointed member. All members of the environmental committee shall be resident electors of the City of New Port Richey. A quorum shall consist of four (4) members.
2. The initial appointment of members to serve on the environmental committee will be completed so that four (4) members of the environmental committee shall serve an initial term of two (2) years and three (3) members shall serve an initial term of one (1) year. At the conclusion of those terms, new members shall be appointed to terms of two (2) years each.
3. The city council shall select the committee members by a majority vote. The city council by a majority vote may remove any member with or without cause. Vacancies shall be filled from the alternate positions, if available. A committee member who misses two (2) consecutive meetings shall be deemed to have resigned unless the absence is excused by the chairman prior to the meeting. The chairman of the committee shall notify the city clerk of the member's resignation.

(Ord. No. 1359, § 4, 6-20-95; Ord. No. 1459, § 1, 7-7-98)

3.13.04 Officers.

The voting members of the environmental committee shall elect one (1) of their members to serve as chairman one (1) of their members to serve as vice-chairman, and one (1) of their members to serve as secretary. The secretary shall record minutes for each meeting of the committee. The secretary shall keep the original copy of the minutes and furnish a copy of the minutes to the city clerk. The chairman shall submit an annual report to the city council.

(Ord. No. 1359, § 5, 6-20-95; Ord. No. 1459, § 1, 7-7-98)

3.13.05 Voting authority.

All members and alternates, as well as the public, shall have a voice pertaining to the business brought before the environmental committee. Only members are entitled to vote on all proceedings. Alternates may not vote unless taking the place of an absent member. Members of the committee shall not vote if they have a conflict of interest pursuant to Florida Statutes.

(Ord. No. 1359, § 6, 6-20-95; Ord. No. 1459, § 1, 7-7-98)

3.13.06 Meeting schedule.

The environmental committee shall meet once every ninety (90) days unless it determines to meet more frequently. Meetings shall be open to the public, pursuant to F.S. section 286.011. The time, date, place, and agenda of the meeting shall be posted by the city clerk in City Hall one (1) week prior to the meetings unless an emergency exists. All meetings shall be conducted in accordance with Robert's Rules of Order.

(Ord. No. 1268, § 3, 11-19-91; Ord. No. 1359, § 7, 6-20-95; Ord. No. 1459, § 1, 7-7-98)

3.13.07 Compensation.

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

(Ord. No. 1359, § 8, 6-20-95; Ord. No. 1459, § 1, 7-7-98)



NEW PORT RICHEY

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

TO: City of New Port Richey City Council

FROM: Debbie L. Manns, ICMA-CM, City Manager

DATE: 8/6/2024

RE: Board Appointments: Bonnie Martin, Beva Stevenson Karay and John Kane, Historic Preservation Board

REQUEST:

The request is for City Council to approve the appointments of Bonnie Martin, Beva Stevenson Karay and John Kane to the Historic Preservation Board.

DISCUSSION:

As Council is aware, the Historic Preservation Board was created in 2002 with the purpose of regulating and administering historical, archaeological and architectural resources in the City and recommending resources for historic designation to the City Council. The powers, duties and responsibilities that are outlined in the governing ordinance for the Board are as follows:

1. Initiate, authorize, and oversee an ongoing historic survey and inventory of historically, culturally, aesthetically, archaeologically or architecturally significant resources within the City and to plan for the preservation of significant resources identified in the survey(s). All survey materials shall be kept available to the public, and duplicates of all inventory forms shall be supplied to the State Historic Preservation Office.
2. Recommend to the City Council specific buildings, structures, sites, signs, objects or districts approved for designation by the Board according to the procedures and based upon the criteria contained in this Historic Preservation Code as historic properties or historic districts to be listed on the Local Register of Historic Places.
3. Develop, publish, review and periodically update design guidelines. Such guidelines shall incorporate and be based upon the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings. In adopting these guidelines, it shall be the intent of the Board to promote maintenance, restoration and adaptive reuses appropriate to the property and compatible contemporary designs which are harmonious with the exterior architectural and landscape features of neighboring buildings, sites and streetscapes.
4. Recommend concepts or policies to the City Council and Community Redevelopment Agency that will assist in making historic preservation an integral and on-going part of the City's Land Development Code, and the City Comprehensive Plan, as required by the state of Florida.
5. Review applications for Certificates of Appropriateness and grant, deny, or suspend same based upon the application and the project's consistency with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings and in accordance with the provisions of this Historic Preservation Code.
6. Review and act upon applications for moving permits for all buildings, structures, signs, or objects that have been designated as historically significant pursuant to this Historic Preservation Code.
7. Review and act upon applications for moving permits for all structures that are:
 - a. Located outside the boundaries of a designated historic district when the proposed move would relocate the structure within the boundaries of a designated historic district.
 - b. Located within the boundaries of a designated historic district whether the proposed move would relocate the structure within the district or outside the district.
8. Conduct and attend educational programs on historic properties located inside and outside of the boundaries of the City, and on historic preservation in general.
9. Make recommendations to the City Council concerning the availability and utilization of grants from federal and state agencies, private groups and individuals, as well as the utilization of City funds to promote, undertake and enhance the preservation of archaeologically, historically, culturally, architecturally and aesthetically significant

historic sites and districts.

10. Advise and assist property owners and other persons, groups or organizations on the physical and financial aspects of historic preservation and the renovation, rehabilitation, and restoration of historic and cultural resources, and to advise and assist property owners in identifying available funding sources while providing support to them in their efforts to secure available grant funding as well as state and local tax incentives.
11. Cooperate and advise local, state and federal governmental entities concerning the effects of local government actions on historic and cultural resources.
12. Assist, review and make recommendations to the State Historic Preservation Office on local nominations to the National Register of Historic Places.
13. Enforce this Historic Preservation Code and take appropriate action for noncompliance herewith.
14. Make a reasonable effort to attend a State Historic Preservation Office Orientation Program and any informational or educational meetings, conferences or workshops pertaining to work and functions of the Board scheduled by the State Historic Preservation Officer or the Florida Conference of Preservation Boards and Commissions or any other relevant educational workshops, conferences, or seminars relevant to historic preservation.
15. Approve, seek funding for the production of, and issue standard historic plaques or markers for designated historic properties, sites, and districts within the City.
16. Advise and assist the City Council on all matters related to the use, administration and maintenance of City owned historic properties.
17. Promote public awareness of historical, cultural, aesthetic, architectural and archaeological preservation and its community benefits.
18. Propose and recommend to the City Council any amendments to this Historic Preservation Code that, in the opinion of the Board, would further the objectives of this Historic Preservation Code.
19. Maintain responsibilities complementary to those of the State Historic Preservation Office through participation in municipal survey and planning activities, and provide any other services and/or functions that may be designated by the City Council.

Since its inception, the Board has met from time to time with the most recent meeting taking place in early 2020. Subsequent meetings were placed on hold while the City completed its application for Certified Local Government designation.

At the interest of several community residents and some City Council members, direction was given at your regular meeting on June 18, 2024 to re-activate this important advisory board. To qualify to serve on this board, a candidate must be a current city resident and preferably have knowledge of architecture, history, and/or the historical or architectural development of the City, or at minimum, have a deep concern for historic preservation, development and enhancement of the City's historical resources. Having experience in the following disciplines is preferred: architecture, history, architectural history, planning, art history, archaeology, American studies, American civilization, cultural geography, cultural anthropology, real estate, building construction, or other historic preservation related disciplines.

The first three members for this re-activated board were approved at your special meeting on August 1, 2024 and there are three more proposed members presented for your consideration. The candidates are Bonnie Martin, Beva Stevenson Karay and John Kane.

Bonnie Martin has been a member of the Library Advisory Board since 2018 and served as a past president. She is also the West Pasco Historical Society's Library Director. Living in our community for over fifty years, Ms. Martin brings a wealth of knowledge and expertise to this board.

Beva Stevenson Karay is the great-great granddaughter of Samuel and Elizabeth Osteen Stevenson who were one of the first settlers in the mid-1830's. She is a community oriented resident and would bring her unending passion for preservation to this board.

John Kane has lived in the city for over forty-two years and has been a previous member of the Historic Preservation Board and Environmental Committee as well as a volunteer for the Chasco Fiesta and Cotee River Clean-Up. Prior to moving to New Port Richey, Mr. Kane assisted with the rehabilitation of pre-Civil War era homes in Hudson, New York. He will bring a unique perspective on historic preservation to this board.

If approved, their terms would be for three years and would be up for renewal on August 6, 2027. With these appointments, that leaves three member and two alternate member positions open on this board.

RECOMMENDATION:

Staff recommends that City Council approve the appointments of Bonnie Martin, Beva Stevenson Karay and John Kane to the Historic Preservation Board and accept the updated membership roster as submitted.

BUDGET/FISCAL IMPACT:

No funding is required for this item.

ATTACHMENTS:

Description	Type
▣ Application - Bonnie Martin	Backup Material
▣ Application - Beva Stevenson Karay	Backup Material
▣ Application - John Kane	Backup Material
▣ Updated Historic Preservation Board Roster	Backup Material

Board and Committee Membership Application

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



Applicant Information

Name Bonnie Martin
Street Address 6030 Oak Ridge Ave
City, State, Zip New Port Richey FL 34653
Home Phone (727) 919-4684
Alternate Phone _____
E-Mail Address bonniemartin@gmail.com
(attach copy of DL for
residency verification)

Boards and Committees

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

Having lived here for 50 years, I have rich memories and love for our city. As the West Pasco Historical Society Library Director, I am deeply aware of the historical significance of our town.

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

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

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

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

Previous Board or Committee Experience

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

The New Port Richey Library Advisory Board.

Previous Volunteer or Community Service Experience

Summarize your previous volunteer or community service experience.

Leadership roles with the Friends of the New Port Richey Public Library; The West Passco Art Guild; and the West Passco Historical Society. I volunteer at the Richey Suncoast Theatre and Main St. New Port Richey.

Special Skills, Interests and/or Qualifications

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

Diplomacy, organizational skills, and efficiency.

Employment/Experience

Job Title:

Co-Owner and LCSW

Employer:

Lifespan Services

Address Line 1:

Massachusetts Ave

Address Line 2:

City:

NPR

State:

FL

Zip Code:

34654

County:

Passco

Work Phone:

(927) 847-0069

Professional licenses held:

Licensed Clinical Social Worker

Previous employment or experience:

Owner of childcare centers; owner of adoption agency;
owner of a geriatric care management company.
President of the Florida Childcare Management Assn.
President of ~~West~~ Palm Beach Mental Health Assn.
Vice-President of the Community Service Council.

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

National Assn. of Social Workers
Membership in the 4 charities I volunteered with.

Personal References

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

Name (printed)	Phone Number	Relationship
Nancy Cole	(863) 899-0657	peer
Kate Connolly	(727) 519-5114	peer
Maria Caluso	vicepresident, wphs@gmail.com	peer

Eligibility Verification

To serve on the majority of the City's Boards or Committees you must either be a current resident of the city, own a business within the city limits, and a current registered voter. The qualifications to serve on the Flood Risk and Preparedness Public Information Committee and Historic Preservation Board are outlined in their specific ordinance located at https://library.municode.com/fl/new_port_richey/codes/code_of_ordinances. Please check all that apply.

☒ I currently live within the city limits.

☐ I am a registered voter in Florida

☐ I meet the qualifications to serve on the Flood Risk and Preparedness Public Information Committee

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

☐ I meet the qualifications to serve on the Historic Preservation Board

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

☐ Yes ☒ No

If yes, please explain (including date):

Agreement and Signature

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

Name (printed)

Bonnie M. Martin

Signature

Bonnie M. Martin

Date

7/21/24

Selection Process

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

Our Policy

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

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

FOR INTERNAL USE ONLY:

Date Application Received:

Type of Application: New Member

Renewal

Board and Committee Membership Application

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



Applicant Information

Name	Beva Stevenson Karay
Street Address	5719 Lafayette Street
City, State, Zip	New Port Richey, Florida 34652
Home Phone	n/a
Alternate Phone	727-534-5233
E-Mail Address	beva1@tampabay.rr.com

(attach copy of DL for
residency verification)

Boards and Committees

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

It would be an honor to serve on the "Historic Preservation Board" because it's important to preserve history by teaching others about our past, in order to preserve our future. As the great-great-granddaughter of Samuel & Elizabeth Osteen Stevenson (part of first settlers in this area in the mid-1830s), preservation deserves recognition & appreciation. The latest initiative for historical downtown NPR is the "Tides of Time" visual art experience, that is a step into the future to exploit jewels of our city, such as the 1922 Gulf High School/Schwettman, dear to my heart because my father & 6 siblings all attended this icon in the 1920s, '30s, & '40s (and some of their children & grandchildren)! My grandfather served on the P.C. School Board for eighteen undefeated dedicated years, before having to retire because of poor eyesight. (I still have his extremely thick eyeglasses.) My grandparents' children, mentioned above, became caring hardworking community oriented citizens, just as so many of our pioneer families were, willing to sacrifice to make our community so very unique and special that it is today! May we all work together to preserve our history for our future generations!

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

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

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

_____ Yes No (inactive) _____ No If yes, how many have you attended? _____ City Council meetings

Previous Board or Committee Experience

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

Presently, the only "unit" that comes to mind (although not a committee or board) is that I volunteered for years, before retiring as an educator with former Congressman Michael Bilirakis, beginning in the 1980s, and continued after my retirement with son, Congressman Gus Bilirakis, on behalf of educators, such as tri-county initiative support from educators.

Previous Volunteer or Community Service Experience

Summarize your previous volunteer or community service experience.

Prior to my retirement after teaching forty years, these are a few of my experiences: Florida Council Teachers of Mathematics Board member as a result of Volunteer Coordinator for Ozona Elementary School partnering with Palm Harbor Chamber of Commerce to implement a grant that I was awarded, the "Kenneth Kidd" Math Grant named "Math & Careers= A Community Affair". Next was Family YMCA Board Member/also a Karate instructor as a volunteer. And, I was a Pilots Club Member. As a former runner, (but hope to run a 5K in the Fall) I have always had a passion for teaching children the importance of healthy habits through exercising and healthy eating. I volunteered to initiate a "runners" club (1st thru 5th grade, which continued, with the help of many parent volunteers, for eighteen years, until I retired, proud to have had 250+ children. I mention this because I have learned throughout my life, that without volunteers, success could not happen. Presently, I am fortunate to be a West Pasco Historical Society & Museum director on its board and, in the past, volunteered my initial efforts to "clean up/help "facelift" the Hacienda Hotel" thus later becoming a member of "Friends of the Hacienda and Historic NPR, Inc.", where I was grateful to have the opportunity to help hang pictures under Mr. Gunderson's expertise before it opened at the beautiful Hacienda Hotel, another jewel even in our high school years.(I fondly remember a black and white photo of crowning of the 1962 Chasco Fiesta King & Queen in the lobby of the Hacienda, with all of us high school girls in formal gowns and the guys in white tuxedos, all vying for the prestigious honor of C.F. King & Queen!)

Special Skills, Interests and/or Qualifications

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

Because of the love for our local history, our Gulf High Alumni has created a group called "SOS1922GHS & its Properties for our Community". Our goal is to preserve all of its properties for our future generations as a family setting for all to enjoy. Any of our alumni and community advocates would be proud to be a part of the Historical Preservation Board. I am now retired, after teaching elementary school for forty years. As a graduate of Gulf High School in 1962, (mascot, majorette, and head majorette from 1st thru 12th grade) the love for Gulf High and education seems to be a part of our family "DNA". I am a proud mother of my daughter, Katy, and 3 wonderful granddaughters plus now our 8th generation addition, little great-granddaughter 4 months old. We all love and appreciate our local history and heritage. Family fun includes boating, fishing, and our wonderful outdoors, all to be appreciated right here in our unique walkable, bikeable, boatable City of New Port Richey!

Employment/Experience

Job Title:	Employer:
Elementary Education Teacher (retired 2006) Ozona Elementary School	
Address Line 1:	Address Line 2:
601 Tampa Rd.	
City:	State:
Palm Harbor	Florida
Zip Code:	County:
34683	Pinellas
Work Phone:	
727-724-1589	

Professional licenses held:

State of Florida Department of Education: Bachelor of Science in Elementary Education for teaching (now retired.)

State of Florida: Department of Business & Professional Regulation/Broker's Real Estate License updated but inactive status at this time.

Previous employment or experience:

I taught most of my years of teaching where I was married/divorced in Pinellas County, with majority of years at Ozona Elementary, teaching in the historical brick Ozona Elementary until the new one was built and all classes were moved to the new site "across the field". Some of my most fond memories involved teaching swimming to beginner swimmers as well as initiating a runners' club at Ozona Elementary and after eighteen years, upon retirement, had 250+ runners, who ran on a make-shift track with cones, with music blasting to "Who Let the Dogs Out" but we changed the words to "Who Let the Runners Out", with parents involved by marking the runners' hands with dots, competing against only themselves, ending each session with a healthy snack, made by parent volunteers, for each child to start a healthy happy school day. God bless volunteers! And, my job as their coach had NO extra pay but the rewards for me were priceless! Preserving history is priceless, too!

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

Presently: "West Pasco Historical Society & Museum" and "Friends of the Hacienda & Historic New Port Richey, Inc."

Personal References

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

Name (printed)	Phone Number	Relationship
Jeff Morgenstein	727-774-3300	Professional friend
Gary Vitacco-Robles	727-698-0149	Friend
Erika Grace	727-543-5356	Bilirakis Staff & friend

Eligibility Verification

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



I currently live within the city limits.



I own a business within the city limits



I am a registered voter in Florida

(attach copy of voter identification card)

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

☐ Yes ☒ No

If yes, please explain (including date):

Agreement and Signature

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

Name (printed) Beva Stevenson Karay

Signature

Beva Stevenson Karay

Date

July 21, 2024

Selection Process

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

Our Policy

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

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

FOR INTERNAL USE ONLY:

Date Application Received:

Type of Application: ☐ New Member

☐ Renewal

Board and Committee Membership Application

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



Applicant Information

Name

John P. Ranc

Street Address

6041 FLORIDA AVE

City, State, Zip

New Port Richey, Florida 34653-3301

Home Phone

727 845-0927

Alternate Phone

727 247-6123

E-Mail Address

Jboy 5286@gmail.com.

(attach copy of DL for
residency verification)

Boards and Committees

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

I have lived here in N.P.R. for 42 years and have been always involved in my community. I have delivered mail here and volunteered my time and services for functions and improvements.

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

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

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

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

I served on the Historic Preservation Board untill it was suspended and attended several Land Development Review Board meetings, the Flood Risk + Preparedness Public Info Committee is new so I have not attended.

Previous Board or Committee Experience

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

Environmental Committee
Historic Preservation Board
EI (Employee Involvement Committee) - (USPS)

Previous Volunteer or Community Service Experience

Summarize your previous volunteer or community service experience.

I have helped organize and run the Native American portion of Chasco in the past, as well as volunteer for tree cleaning on the river walk through Public Works dept.

Special Skills, Interests and/or Qualifications

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

1. Worked on a restoration work crew in N.Y. state restoring old historic homes.
2. Was a Forestry student in college studying storm water, forest health, erosion etc.
3. Extensive history courses on Architectural designs

Employment/Experience

Job Title:

Mail Carrier

Employer:

USPS

Address Line 1:

Address Line 2:

City:

New Port Richey

State:

Florida

Zip Code:

34653

County:

Pasco

Work Phone:

1-800-ASK-USPS

Professional licenses held:

I currently hold a Airframe + Powerplant license, as well as a restricted radio telephone operator permit through the F.C.C. A US Government Motor Vehicle Operators license.

Previous employment or experience:

- 1 Social Work
- 2 Restoration Work
- 3 Aviation Mechanic
- 4 Telephone installation
- 5 Postal Worker

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

Employee Involvement Committee (U.S. P.S.)
Historic Preservation Board (N.P.R.)
Environmental Committee (N.P.R.)

Personal References

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

Name (printed)	Phone Number	Relationship
Karin McAtwee	727 808-2601	Friend
Dell de Chant	727 849-1626	Friend
Bob Langford	727 534-5249	Friend

Eligibility Verification

To serve on the majority of the City's Boards or Committees you must either be a current resident of the city, own a business within the city limits, and a current registered voter. The qualifications to serve on the Flood Risk and Preparedness Public Information Committee and Historic Preservation Board are outlined in their specific ordinance located at https://library.municode.com/fl/new_port_richey/codes/code_of_ordinances. Please check all that apply.

- | | |
|--|---|
| <input checked="" type="checkbox"/> I currently live within the city limits. | <input type="checkbox"/> I own a business within the city limits |
| <input checked="" type="checkbox"/> I am a registered voter in Florida | (attach copy of voter identification card) |
| <input checked="" type="checkbox"/> I meet the qualifications to serve on the Flood Risk and Preparedness Public Information Committee | <input checked="" type="checkbox"/> I meet the qualifications to serve on the Historic Preservation Board |

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

___ Yes ☒ No

If yes, please explain (including date):

Agreement and Signature

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

Name (printed)

Signature

Date

John P. Kane
John P. Kane
7/18/2024

Selection Process

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

Our Policy

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

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

FOR INTERNAL USE ONLY:

Date Application Received:

Type of Application: New Member

Renewal



CITY OF NEW PORT RICHEY BOARDS/COMMITTEES

Historic Preservation Board

The Board shall consist of nine (9) members and two (2) alternate members, all of whom shall be residents of the City of New Port Richey. Initial appointments shall be as follows: five (5) members shall be appointed for initial terms of two (2) years; and six (6) members shall be appointed for initial terms of three (3) years. Thereafter, all appointments shall be made for terms of three (3) years.

1. **Bob Langford** Through 08.01.2027
5603 Wyoming Avenue
New Port Richey, FL 34652
(h) 727-842-5314
(w) 727-849-6004
boblangford@gmail.com
2. **Kelly Smallwood** Through 08.01.2027
7124 Meighan Court
New Port Richey, FL 34652
(h) 727-845-4731
smallwood.kelly@gmail.com
3. **Frank Starkey** Through 08.01.2027
5988 Central Avenue
New Port Richey, FL 34652
(h) 813-294-8029
starkey.f@gmail.com
4. **John Kane** Through 08.06.2027
6041 Florida Avenue
New Port Richey, FL 34653
(h) 727-845-0927
(c) 727-247-6123
jboy5286@gmail.com
5. **Bonnie Martin** Through 08.06.2027
6030 Oak Ridge Avenue
New Port Richey, FL 34653
(c) 727-919-4684
bonniemmartin@gmail.com
6. **Beva Stevenson Karay** Through 08.06.2027
5719 Lafayette Street
New Port Richey, FL 34652
(c) 727-534-5233
beva1@tampabay.rr.com

7.

8.

9. Open

Alternates (2):

1. Open

2. Open

Staff Liaison: TBD

Sec. 18.01.05. Creation of a Historic Preservation Board.

A. *Creation / Organization.* There is hereby created a board whose title shall be the "New Port Richey Historic Preservation Board". The Board shall be vested with the power, authority and jurisdiction to regulate and administer historical, archaeological and architectural resources in the City and to recommend resources for historic designation to the City Council, as herein prescribed under the direction, jurisdiction and legislative control of the City Council. The Board shall be provided with such administrative assistance from the City staff as may be available and deemed necessary to enable the Board to perform the functions assigned under this Historic Preservation Code. When professional services or more expertise, knowledge or assistance is required than is available from city staff, the Board may request authorization to procure such outside services, but engagement of such outside services shall only occur upon receipt of prior authorization by the City Council, unless an independent budget or funding source has been established for the Board.

B. *Position Within the City of New Port Richey.* The Board shall be part of the City's Development Department of the City of New Port Richey.

C. *Membership.* The Board shall consist of nine (9) members and two (2) alternate members, all of whom shall be residents of the City of New Port Richey and appointed by the City Council. The alternates will serve as a members in the absence of a regular appointed member. Members shall serve without compensation, but may receive reimbursement for travel expenditures in accordance with the Florida Statutes, provided prior approval has been granted by the City Council.

D. *Qualifications.* Members of the Board shall preferably have knowledge of architecture, history, and/or the historical or architectural development of the City, or at minimum, have a deep concern for historic preservation, development and enhancement of the City's historical resources. To the extent available in the community, the City Council shall appoint professional members from the disciplines of architecture, history, architectural history, planning, art history, archaeology, American studies, American civilization, cultural geography, cultural anthropology, real estate, building construction, or other historic preservation related disciplines. Persons who have demonstrated experience, special interest, or knowledge in history, architecture or related disciplines shall make up the balance of the board when such professionals are not available for appointment to the Board.

E. *Terms of Office.* The members of the Board shall serve overlapping terms of three (3) years. In order to achieve staggered terms, initial appointments shall be as follows:

1. five (5) members shall be appointed for initial terms of two (2) years; and

2. six (6) members shall be appointed for initial terms of three (3) years.

Thereafter, all appointments shall be made for terms of three (3) years. Members shall continue in office until the expiration of their terms and an appointment of a successor. Members may also be re-appointed on the expiration of their term upon prior request and acceptance of reappointment. Members appointed to fill a vacancy shall serve the remainder of the un-expired term and remain eligible for reappointment for full additional and consecutive terms.

F. *Officers.* Members of the Board shall elect officers from among the Members to serve as Chairman and Vice Chairman for a period of one year, with the election of officers being held at the first regular meeting of each year. An officer may serve in the same capacity for as many terms as said officer is elected by the members of the Board.

G. *Vacancies.* Vacancies on the Board caused by the expiration of a term, resignation, removal, death, or repeated or permanent absence from the City or meetings, or by incapacity of a member, shall be filled by an appointment within sixty (60) days by the City Council, whenever possible. If available, vacancies shall be filled from the alternate positions.

H. *Removal.* Members may be removed from the Board only by a 5:4 vote of the entire membership of the City Council. Notwithstanding the foregoing, whenever a Member of the Board shall fail to attend 2 of 3 consecutive meetings, without cause accepted by a majority vote of the Board as an excused absence, or without prior approval of the Chairman, the Board shall declare the Member's seat vacant, and petition the City Council for the appointment of a new Member to fill the vacancy.

I. *Rules of Procedure.* The Board shall make and prescribe such rules and regulations reasonably necessary and appropriate for the proper administration and enforcement of the provisions of this Article. Such rules and regulations shall conform to the provisions of this Article and shall govern and control procedures, hearings and actions of the Board. No such rules and regulations shall become effective until a public hearing has been held upon the proposed rules and regulations by the Board, and the same has been approved by the City Council and filed with the City Clerk so as to be available for public inspection. Amendments shall be adopted in a like manner. Upon approval by the City Council, such rules and regulations shall have the full force and effect of law within the City.

J. *Meetings, Notices and Records.* The Board may meet as often as bi-weekly, shall hold regular monthly meetings as necessary, and is required to meet at least four (4) times per year. The Board may also hold special meetings as the Board may determine. All meetings of the Board shall be open to the public. Notice of meetings shall be publicly announced and have a previously advertised agenda. Five (5) members shall constitute a quorum for the purposes of holding meetings, transacting business, and voting on issues of the agenda. No recommendations or formal action of the Board shall be taken without an approval by a majority vote of those voting at a public-forum meeting in which a proper quorum exists. Failure to receive a majority vote of those voting shall act as a denial by the Board. The Board shall keep minutes and other records that shall be open to public inspection. The Board shall also maintain an inventory of all historic places, structures, buildings, sites, objects, and signs over fifty (50) years of age or older with duplicate information sent to the State Historic Preservation Office. All meetings and records shall comply with the State of Florida Government in the Sunshine Laws.



NEW PORT RICHEY

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

TO: City of New Port Richey City Council

FROM: Andrea Figart, New Port Richey Public Library Director

DATE: 8/6/2024

RE: Request for Funding for Cultural Affairs Committee Re: Florida Humanities Cultural Speaker Series

REQUEST:

This request before City Council is to approve the recommendation from the Cultural Affairs Committee to provide funding support in the amount of \$2,000.00 dollars for the purpose of a Cultural Speakers Series featuring engaging scholars and experts from the Florida Humanities Speakers' Bureau.

DISCUSSION:

The New Port Richey Cultural Affairs Committee supports activities, exhibits, and presentations that promote the community's opportunities to learn about, explore, and participate in enriching activities that aid in the appreciation and understanding of culture, history, and the fine arts.

Mirroring the mission of the Cultural Affairs Committee, the Florida Humanities organization supports the development and presentation of cultural resources and programs that help preserve Florida's rich history and heritage, promote civic engagement and community dialogue. To this end, Florida Humanities recommends a speakers' directory of engaging speakers, scholars, and experts.

The Cultural Affairs Committee would like to present a Florida Humanities Speakers Series as a way add to the City's Centennial Festivities through presentations that spotlight the importance of stories, storytelling, and the type of film performances that made New Port Richey become recognized as "the Hollywood of the East."

The Cultural Affairs Committee reviewed the speakers' directory during the January-March meetings. After the committee discussed presentation themes that would spotlight the City's Centennial Festivities, committee members Kim Brust, Beth Fregger, and Rich Melton interviewed scholars from the list throughout the spring and recommended the following presenters:

- David Morton, Film Historian, UCF Professor, and author of A Motion Picture Paradise! A History of Florida's Film and Television Industry
- Chris Kahl, a Florida Folk Singer and Storyteller that presents a "Musical Journey through Florida"
- Eliot Kleinberg, Journalist and author of well-known books: Weird Florida, War in Paradise: World War II in Florida, and Hurricane.

In attempt to find funding, the Cultural Affairs Committee did apply for a Florida Humanities Grant and has plans to continue to do so in the future. However, at their June 26, 2024 meeting, the Cultural Affairs Committee unanimously voted to recommend that City Council support this event in the amount of \$2,000 to provide speakers fee and per diem.

Additionally, In-kind support has been provided by the Library as well as the Hacienda Hotel.

Information about the Florida Humanities Speakers Bureau and the biographies of the presenters are attached for City Council review.

RECOMMENDATION:

Staff recommends approve the Cultural Affairs Committee's funding request in the amount of \$2,000 for a Cultural Speakers Presentation Series.

BUDGET/FISCAL IMPACT:

Funding for this request is available in the CAC line item FY 23/24 budget.

ATTACHMENTS:

Description		Type
▣	Florida Humanities Speaker's Directory	Backup Material
▣	Proposed Speakers for the Cultural Arts Committee Speaker Series	Backup Material



Floridahumanities.org/fifty-years-of-florida-humanities/

Our Mission

To preserve, promote and share the history, literature, culture and personal stories that offer Floridians a better understanding of themselves, their communities and their state.

About Florida Talks

Florida Talks is one of Florida Humanities' longest-running public programs. Our 2023-2024 Speakers' Bureau features more than 30 exceptional scholars, journalists, authors, and humanities experts and over 70 brand new and returning programs.

Florida Talks offers nonprofit organizations across the state an accessible way to host engaging speakers who present Florida's history, heritage, and culture through historical and contemporary lenses.

All Florida Talks programs are suited for out-of-school adults 18 years of age or older. Programs include a 30-45-minute presentation, followed by time for audience questions.

This program is sponsored in part by Florida Humanities with funds from the State of Florida, Department of State, Division of Arts and Culture, the Florida Council on Arts and Culture, and the National Endowment for the Arts. Any views, findings, conclusions or recommendations expressed in this program do not necessarily represent those of Florida Humanities or the aforementioned entities.



Florida Humanities Speakers Bureau

Browse this list of Florida Humanities speakers and their current programs to host a Florida Talks event in your community. Programs are available in-person and virtually and are updated regularly. Go to FloridaHumanities.org/FloridaTalks to learn more about each presentation and the application process to book a speaker. To contact a speaker, visit the [program directory](#).



James Abraham

Editor and Publisher

- Bloody Streets and Crooked Lines: 100 Years of Voter Suppression in Florida
- The Fighting Baileys: Florida's Black Military Experience



Holly Lynn Baumgartner

Dean and Professor, NSU

- Banyan Trees and Blue Balloons: A South Florida Childhood



Vincent Adejumo

Senior Lecturer of African American Studies, University of Florida

- The Destruction of Rosewood
- The Ocoee Florida Massacre



Martha Bireda

Director, Blanchard House Museum

- The Little Town that Unity Built
- Making a Way Out of No Way



Carrie Sue Ayvar

Storyteller

- Stories of Florida—Con Sabor!
- More Than Orange Blossoms: Feisty, Fabulous Females of Florida
- Walking the Florida Lands and Sands: Meeting Florida Folk through Their Tales and Lore



J. Michael Butler

Kenan Distinguished Professor of History, Flagler College

- The Civil Rights Movement in Florida
- The Magnificent Drama: Martin Luther King in Saint Augustine
- St. Augustine's Confederate Monument: Myth, Memory, and Contextualization



Uzi Baram

Professor of Anthropology, New College of Florida

- Seeing Florida Heritage Through Archaeology
- What Kind of Ancestors Do You Want to Be?: Sea Level Rise and Heritage Sites in Florida



John Capouya

Author and Professor

- Florida's Got Soul!
- Respect: Soul Music and the Civil Rights Movement



Cynthia Barnett

Environmental Author and Journalist, University of Florida

- Rain: A History for Stormy Times
- State of Water, State of Mind
- The Sound of the Sea: Seashells and the Fate of Oceans



Mario Cartaya

Author and Retired Architect

- Across the Florida Straits to Cuba—A Living History of the Buildings Left Behind

Florida Humanities Speakers Bureau



Jim Clark
Senior Lecturer, University of Central Florida

- The Hidden History of Florida
- Presidents in Florida
- Writers in Paradise



Cori Convertito
Lead Historian, Florida Keys History Center

- Key West Hand Print Fabrics: An Island Industry
- Henry Flagler: Florida Visionary
- Key West's Black History



Annette Fromm
Consulting Curator

- Seminole Portraits: Reflections Across Time
- Charles Deering: Artist, Collector, Patron, Preservationist



David Head
Historian and Author, University of Central Florida

- Pirates, Privateers, and the Fall of Spain's Empire: How Spanish American Independence Brought Florida to the United States
- Britain's Loyal Colonies Lost: The American Revolution in Florida



Tameka Hobbs
Historian and Antiracist Educator

- Strange Fruit in Florida: Racial Violence in the Sunshine State



Chris Kahl
Florida Folk Singer and Storyteller

- A Musical Journey Through Florida



Bob Kealing
Author and Historic Preservationist

- Good Day Sunshine State: How the Beatles Rocked Florida



Rodney Kite-Powell
Historian, Tampa Bay History Center

- Charting the Land of Flowers: 500 Years of Florida Maps
- Outpost to Statehood: The Florida Territory



Eliot Kleinberg
Author and Journalist

- Weird Florida
- War In Paradise: World War II in Florida
- Hurricane!



Magdalena Lamarre
Educator and Scholar

- Afro-Caribbean Migration to Florida
- Southern Road to Freedom: Florida's Underground Railroad
- Female Superheroes: What Are Their Real Powers?



Panayotis League
Assistant Professor of Ethnomusicology, Florida State University

- Zora Neale Hurston: The Founding Mother of American Musicology
- Golden Harvest: The Music and Traditions of the Greek Spongers of Tarpon Springs



Victoria Machado
Scholar and Educator, Rollins College

- Sacred Waters: Exploring the Protection of Florida's Fluid Landscapes



Gary McKechnie
Speaker, Travel Writer and Author

- Sunshine State Soundtrack: The Famous Musicians of Florida
- What in the World? How Walt Created Disney World



Gary Mormino
Historian, University of South Florida

- Florida's Turbulent Decade, 2000-2010
- Ten Foods That Define Florida

Florida Humanities Speakers Bureau



David Morton

Film Historian, University of Central Florida

- A Motion Picture Paradise! A History of Florida's Film and Television Industry



Michael Tougias

New York Times Bestselling Author

- Florida and the Untold Story of the Cuban Missile Crisis



Caren Neile

Educator and Storyteller, Florida Atlantic University

- Florida Lore
- Only in Florida: Our Stories, Our Selves
- Fabulous Fictional Florida



Lu Vickers

Scholar and Author

- Cypress Gardens: America's Tropical Wonderland
- Remembering Paradise Park
- Wee! Wahoo, City of Mermaids



Steve Noll

Master Lecturer, University of Florida Department of History

- Ditch of Dreams: The Cross Florida Barge Canal
- Planes, Trains, and Automobiles: Florida's Transportation History
- Florida and Water: A Historical Perspective



Kimberly Voss

Full Professor, University of Central Florida

- Women Politicking Politely: Breaking Boundaries in the Workplace and the Home
- Florida Women, Advice & Social Change



Craig Pittman

Writer and Author

- Cat Tale: The Wild, Weird Battle to Save the Florida Panther
- Oh, Florida! How America's Weirdest State Influences the Rest of the Country
- The State You're In: Florida Men, Florida Women, and Other Wildlife



Keri Watson

Associate Professor of Art History, University of Central Florida

- The Art of Walt Disney
- Picturing Paradise: From James Audubon to the Florida Highway Men
- The Barefoot Mailman and Florida's Post Office Murals



David Powell

Author

- The Early Cuban Exiles: Memories of Loss, Struggle, and Rebirth



Wayne Wood

Author and Historian

- Frank Lloyd Wright and His Surprising Influence in Florida
- The Amazing Architecture of Northeast Florida



Bob Stone

Folklorist, Photographer and Author

- Florida Cattle Ranching: Five Centuries of Tradition



Marcia Zerivitz

Founding Executive Director of the Jewish Museum of Florida, Florida International University

- Jews of Florida: Centuries of Stories
- The Roots of Antisemitism



Betty Jean Steinshouer

Literary Historian

- Marjory Stoneman Douglas and Rachel Carson: Their Books Changed the World
- Scribbling Women in Florida

David Morton

Learn about Florida's amazing contributions to the film industry and its key role in creating the modern entertainment industry! David Morton discusses how Florida became a "third coast" to the American film and television industries over the past one hundred years.



David Morton received his Ph.D. in Texts and Technology from the University of Central Florida in 2019, where he is also an instructor in History and Media Studies. He received the 2016-17 Fulbright scholarship and serves as program director for the Flickering Landscapes Conference Series. His book, *A Motion Picture Paradise!: A History of Florida's Film and Television Industry* is published by the University Press of Florida.

A promotional poster for a book talk. The background is light blue with decorative vertical bars in yellow, red, and green on the left and right sides, and black starburst graphics. In the top left, there is a small image of the book cover for 'Motion Picture Paradise: A History of Florida's Film and Television Industry' by David Morton, which shows a film set with many people in a pool. To the right of the book cover, the text 'Book Talk WITH David Morton' is written in a large, white, cursive font. Below this, it says 'author of MOTION PICTURE Paradise' in a smaller, white, sans-serif font. In the center, there is a portrait of David Morton, a man with a beard and mustache, wearing a red shirt, smiling. To the right of the portrait, there is a block of text: 'Motion Picture Paradise is a sweeping story of filmmaking in Florida, featuring studios and filmmakers across the peninsula by looking at the many iconic films and television shows shot in the state. In the early years of the American film industry, Florida was a favorite location for pioneer movie makers, and David Morton chronicles the state's importance to producers throughout the next 125 years.' At the bottom right, there is a line of text: 'Join us for a discussion and Q&A to learn more about Florida's film history!'.

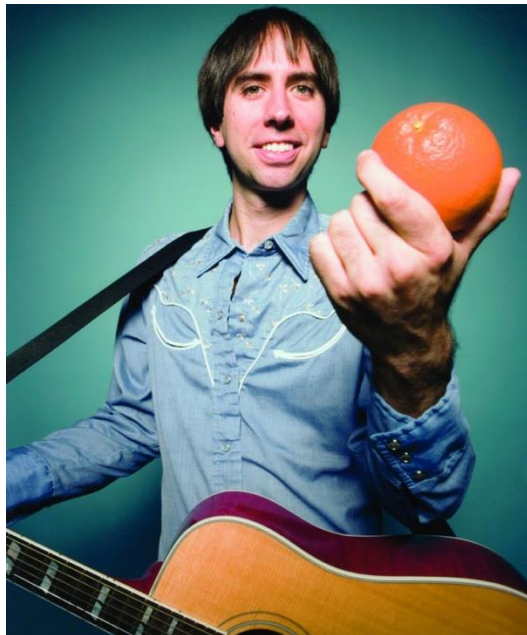
Chris K

Event Details

Florida Humanities Speaker Chris Kahl takes audiences on a historical journey through the state, featuring performances of songs covering a wealth of historical events, characters, and folklore with in-depth storytelling about Ponce de Leon's voyage to Florida in 1513, Henry Flagler's building of Florida's East Coast Railroad, Florida's unique eco-systems, and more. Original songs come from Chris Kahl's Florida-themed albums, *Orange Blossom Memories* and *Sunshine Kid*.

About Chris Kahl

Chris Kahl is a Florida folk musician and storyteller who highlights Florida history, characters, and folklore through his original songs. He wrote and recorded two Florida-themed albums, *Orange Blossom Memories* and *Sunshine Kid*. He is an artist in residence in numerous school districts, where he educates students about Florida history through his music. He performs statewide and has presented for the Florida State Touring Roster, Florida Historical Society, and Arts4All Florida, among others. He is a graduate of Rollins College.



Eliot Kleinberg



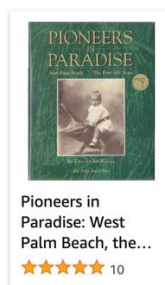
In 1998, the original *Weird Florida* posited that Florida was the wackiest state of all. That much weirdness called for a second volume in 2006: *Weird Florida II: In a State of Shock*. Now, more than two decades later, who can argue otherwise? This presentation by author and journalist, Eliot Kleinberg, includes a whirlwind tour of 500 years of Florida history, capped with a strong argument for Florida's transplants to become Floridians.

About Eliot Kleinberg

Eliot Kleinberg spent more than four decades as a reporter, including more than 33 years at *The Palm Beach Post*. In addition to covering local news, he wrote extensively about Florida and its history. He produced two history columns and more than a dozen books about the state. He also runs a blog on bad writing and how to fix it called, "Something Went Horribly Wrong."

Top Eliot Kleinberg titles for you

Page





NEW PORT RICHEY

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

TO: City of New Port Richey City Council
FROM: Debbie L. Manns, ICMA-CM, City Manager
DATE: 8/6/2024
RE: Resolution No. 2024-12: Designation of Open Spaces

REQUEST:

The request is for City Council to adopt a resolution which would designate certain properties as open space for purposes of the Community Rating System of the National Flood Insurance Program and to adopt the Floodplain Species Assessment Plan and Natural Functions Report.

DISCUSSION:

The City owns properties and additionally certain private developments have designated areas that are used as open space. The Community Rating System of the National Flood Insurance Program requires that all open space properties be so designated in order to meet the criteria to earn additional points for an enhanced community rating. An improved community rating benefits property owners by providing for discounted flood insurance rates within the city. Those properties which are requested to be designated as open spaces are attached to the resolution for Council's review and approval.

In addition to designating open spaces, the staff is recommending that City Council consider adopting the attached Floodplain Species Assessment Plan and Natural Functions Report. The report, in short, defines the City's ecological presence, affirms the goals and objectives of the Comprehensive Plan relating to consumption and the protection of natural resources and advances recommended action regarding specific habitat i.e. bald eagle, tricolored heron. The adoption of the plan is also an element related to the City's effort to improve the community rating.

RECOMMENDATION:

Staff recommends that City Council adopt a resolution which would designate certain properties as open space and adopt the Floodplain Species Assessment Plan and Natural Functions Report for the Community Rating System of the National Flood Insurance Program as submitted.

BUDGET/FISCAL IMPACT:

No funding is required for this item.

ATTACHMENTS:

Description	Type
☐ Resolution No. 2024-12: Designation of Open Spaces	Backup Material
☐ Floodplain Species Assessment Plan and Natural Functions Report	Backup Material
☐ CRS Open Space Map	Backup Material

RESOLUTION NO. 2024-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF THE CITY OF NEW PORT RICHEY, FLORIDA
DESIGNATING THE PUBLIC PROPERTIES DESCRIBED
HEREIN AND SHOWN ON THE ATTACHED MAP AS
OPEN SPACE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City owns properties or developments have designated areas that are used as open space, as more particularly described in and shown on the map and list attached hereto as Exhibit “A”;

WHEREAS, the Community Rating System of the National Flood Insurance Program requires public open space properties to be so designated in order to qualify the City for an enhanced community rating;

WHEREAS, an improved community rating benefits property owners by providing for discounted flood insurance rates within the City; and

WHEREAS, the City Council hereby finds that this Resolution is in the best interests of the health, safety and welfare of the citizens of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of New Port Richey, Florida, that the public properties described in and shown on the map attached hereto as Exhibit “A” are hereby designated as open space to be substantially maintained and used in a manner consistent therewith.

DONE AND RESOLVED on the 6th day of August, 2024, and effective thereon.

ATTEST:

Judy Meyers, CMC, City Clerk

Alfred C. Davis, Mayor

Approved as to form:

Timothy P. Driscoll, City Attorney

Exhibit "A"

Open Space Preservation (OSP)	Land Use - Colored Green for Open Space	Parcel Owner	Total Open Space Acres	Acres in the SFHA	OSP - PDD	NFOS1
08-26-16-0270-00400-0110	Retention Pond Linder & James	CITY OF NEW PORT RICHEY	0.11	0.11		
08-26-16-0070-00000-1940	Retention Pond Hemlock	CITY OF NEW PORT RICHEY	0.15	0.15		
08-26-16-0070-00000-1930	Retention Pond Hemlock	CITY OF NEW PORT RICHEY	0.15	0.15		
08-26-16-0060-00000-1470	Retention Pond Marine	CITY OF NEW PORT RICHEY	0.22	0.22		
05-26-16-0030-03600-0140	Retention Pond Washington	CITY OF NEW PORT RICHEY	0.87	0.87		
05-26-16-0030-03600-0180	Retention Pond Washington	CITY OF NEW PORT RICHEY	0.35	0.44		
32-25-16-0170-00A00-0010	Russ Park	CITY OF NEW PORT RICHEY	0.27	0.27		
17-26-16-0620-39900-0010	Twin Lakes Village Retention Pond	CITY OF NEW PORT RICHEY	0.42	0.42		
17-26-16-0620-39900-0020	Twin Lakes Village Retention Pond	CITY OF NEW PORT RICHEY	0.42	0.42		
17-26-16-0620-39900-0030	Twin Lakes Village Retention Pond	CITY OF NEW PORT RICHEY	0.42	0.42		
17-26-16-0620-39900-0110	Twin Lakes Village Retention Pond	CITY OF NEW PORT RICHEY	0.42	0.42		
17-26-16-0620-39900-0120	Twin Lakes Village Retention Pond	CITY OF NEW PORT RICHEY	0.42	0.42		
17-26-16-0620-39900-0130	Twin Lakes Village Retention Pond	CITY OF NEW PORT RICHEY	0.42	0.42		
17-26-16-0620-39900-0140	Twin Lakes Village Retention Pond	CITY OF NEW PORT RICHEY	1.1	1.1		
17-26-16-0620-39900-0150	Twin Lakes Village Retention Pond	CITY OF NEW PORT RICHEY	1.1	1.1		
32-25-16-0250-00G00-0000	Cotee River Dr Median	CITY OF NEW PORT RICHEY	0.16	0.16		
09-26-16-019A-00000-00B0	Retention Pond Rosewood	CITY OF NEW PORT RICHEY	2.81	2.81		
06-26-16-0050-04200-0010	Water Plant	CITY OF NEW PORT RICHEY	12.68	22		
18-26-16-0040-00800-0000	Lexington Park	CITY OF NEW PORT RICHEY	10	10		10
32-25-16-033A-00200-0130	Jasmin Park	CITY OF NEW PORT RICHEY	0.67	0.67		
05-26-16-0030-00C00-0000	Sims Park	CITY OF NEW PORT RICHEY	5.91	3		
05-26-16-001A-00300-0040	Sims Park	CITY OF NEW PORT RICHEY	2.65	0.9		
05-26-16-001A-00300-0060	Sims Park	CITY OF NEW PORT RICHEY	0.12	0		
09-26-16-003A-03400-0000	James Grey Preserve Park	CITY OF NEW PORT RICHEY	59.55	31.44		31.44
09-26-16-003A-03300-0010	James Grey Preserve Park	CITY OF NEW PORT RICHEY	23.5	23.5		23.5
09-26-16-0020-01400-0000	James Grey Preserve Park	CITY OF NEW PORT RICHEY	6.62	6.62		6.62
09-26-16-0000-01800-0000	James Grey Preserve Park	CITY OF NEW PORT RICHEY	7	7		7
09-26-16-0000-01700-0000	James Grey Preserve Park	CITY OF NEW PORT RICHEY	0.25	0.25		0.25
10-26-16-0020-05500-0030	James Grey Preserve Park	CITY OF NEW PORT RICHEY	1.48	0		
09-26-16-003A-04000-0010	Meadows Dog Park	CITY OF NEW PORT RICHEY	5.14	5.14		
09-26-16-052A-00000-1222	Meadows Dog Park	CITY OF NEW PORT RICHEY	0.09	0.09		
09-26-16-052A-00000-1210	Meadows Dog Park	CITY OF NEW PORT RICHEY	0.34	0.34		

09-26-16-052A-00000-1220	Meadows Dog Park	CITY OF NEW PORT RICHEY	0.67	0.67		
09-26-16-0030-18800-0010	Frances Ave Park	CITY OF NEW PORT RICHEY	1.46	1.05		
09-26-16-0160-00400-0030	Frances Ave Park	CITY OF NEW PORT RICHEY	3.31	0.97		
09-26-16-0160-00300-0140	Frances Ave Park	CITY OF NEW PORT RICHEY	0.36	0		
09-26-16-0160-00300-0150	Frances Ave Park	CITY OF NEW PORT RICHEY	1.09	0		
09-26-16-0160-00400-0020	Frances Ave Park	CITY OF NEW PORT RICHEY	0.17	0		
09-26-16-0160-00400-0010	Frances Ave Park	CITY OF NEW PORT RICHEY	0.24	0		
08-26-16-0120-00700-0010	Grand Blvd Park	CITY OF NEW PORT RICHEY	0.55	0.55		
08-26-16-0120-00700-0070	Grand Blvd Park	CITY OF NEW PORT RICHEY	0.2	0.2		
	Cotee River Park	CITY OF NEW PORT RICHEY	1.8	1.8		
08-26-16-0010-02000-0010	FDOT retention pond	FDOT BUREAU OF RIGHT OF WAY	0.93	0.93		
06-26-16-0050-03700-0030	Sea Forest & Green Key PDD	NPR TOWNHOMES LLC	4.9	4.9	4.9	
07-26-16-0090-00100-0020	Aqua Reserve Townhomes	HUDSON BAY DEVELOPERS LLC	11.81	11.81		
07-26-16-0090-03400-0000	Anchors at Sea Forest	PORT RICHEY LEASED HOUSING ASSOCIATES III LLLP	11.27	11.27		
			184.57	155	4.9	78.81

Impact Adjustment Parcels	Shaded Red for removal from SFHA	Acres
08-26-16-0000-00R00-00E0	Cotee River	5.02
08-26-16-0000-00R00-00W0	Cotee River	8.51
05-26-16-0000-29900-0020	Cotee River	4.99
05-26-16-0000-29900-0010	Cotee River	12.83
32-25-16-0000-29900-0050	Cotee River	22.53
08-26-16-0000-29900-0000	US Highway 19	22.34
05-26-16-0000-29900-0000	US Highway 19	17.25
05-26-16-0030-21000-0010	US Highway 19	0.13
32-25-16-0000-29900-0000	US Highway 19	15.37
		108.97



**CITY OF NEW PORT RICHEY
FLOODPLAIN SPECIES ASSESSMENT & PLAN
AND
NATURAL FUNCTIONS REPORT
APRIL 2024**

Prepared By:

Kelly Turner, AICP, CFM
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PO Box 294
Fruitland Park, FL 34731
(352) 431-4614
kctconsultingservices@gmail.com



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INTRODUCTION

The City of New Port Richey consists of approximately 4.61 square miles, with 1306.66 +/- acres located within the Special Flood Hazard Area (SFHA). In the New Port Richey area, natural resources include the Pithlachascotee River, lakes, wetlands, floodplains, groundwater, soils, air, wildlife, terrestrial and marine habitats, and vegetative communities. The Pithlachascotee River, Orange Lake, and Lake Chasco are among the surface water resources within the City. Incorporated New Port Richey has no direct contact with the Gulf of Mexico. The natural drainage areas predominantly occur in coastal areas west of US 19 and along the Pithlachascotee River. The Pithlachascotee River has a drainage area of approximately 182 square miles. Historic urban development in the floodplain in has increased the size of the floodplain in the City due to diminished drainage capacities. Current regulations restrict development in the floodplain to preserve its natural drainage function and to prevent loss of life and property due to flooding.

ECOLOGICAL COMMUNITIES

According to the City New Port Richey 2030 Comprehensive Plan, Conservation Element, the ecological communities, or vegetative communities, within or adjacent to the City include urban forest, wetlands, rivers and streams and marine. A summary of New Port Richey's ecological communities can be found herein.

Upland Forest

This category consists of temperate mesic forest located on sandy, rolling, upland terrain that is dominated by laurel oak, live oak, magnolia, slash pine, longleaf pine and other mixed hardwoods.

Wetlands

Wetlands in and around the City are comprised of freshwater and saltwater wetlands. Estuarine wetlands are found along the Pithlachascotee River and along the Gulf of Mexico coastline (in the unincorporated area). These areas have the greatest variety of wetlands including mangrove swamps, saltwater and freshwater marshes and hardwood swamps. The importance of mangroves, salt marshes and seagrass beds to coastal and estuarine ecosystems has been well documented. As primary producers, these species of wetland vegetation provide the foundation of coastal and estuarine food webs; both as direct sources of nutrition and as generators of detrital particles. Secondary to their role as primary producers, coastal and estuarine wetlands provide protection and habitat for such organisms as shrimp, crabs, scallops and juvenile fishes. In addition, wetland vegetation provides necessary substrate for the attachment of organisms that are major food sources for many economically important species of finfish.

In addition to their contributions to the biology of the marine ecosystem, coastal and

estuarine wetlands play an important role in modifying the geologic and hydrographic characteristics of the area. Acting as baffles, roots and leaves reduce the velocity of water over the bottom causing suspended particles to settle out and become trapped at the base of the plants. In this way, mangroves, marshes and seagrasses reduce turbidity, increase sedimentation rates, stabilize sediments and attenuate wave action on adjacent shorelines and reduce flood crests and flows rates after storm events. The binding and stabilization characteristics of these habitats are documented by reports of some coastal marshes and seagrass meadows surviving the destructive scouring forces of coastal storms and hurricanes in the Gulf States.

Forested Wetlands

Also found in the vicinity of New Port Richey are cypress and hardwood swamps. The cypress swamps are low-lying forest dominated by bald (*Taxodium distichum*) and pond (*Taxodium ascendens*) cypress. Freshwater wetlands are found in the southeast portion of the City due to annexation. Cattail (*Typha* spp.), fire flag (*Thalia geniculata*) and sawgrass (*Cladium jamaicense*) are some of the species found in this community. Upland communities include longleaf pine, slash pine and the field community. In addition, the growth and expansion of opportunistic exotic plant species such as Brazilian pepper (*Schinus terbinthefolis*), Australian pine (*Casuarina* spp.) and punk tree (*Melaleuca quinquenervia*) have encroached on native flora. The longleaf pine community is identified by the typical longleaf pine-turkey oak vegetation.

Dominant species of the Bottomland Forest include water oak, red maple, ironwood, diamond leaf oak, American elm, sweetgum, water hickory, water locust, slash pine and American holly. Possum haw, Walter's viburnum and hawthorns are characteristic understory trees or shrubs. Other species include winterberry, Virginia willow, stiff cornel dogwood, fire flag, poison ivy and peppervine. Characteristic herbs include small chain fern, bead fern, lizard's tail, sedges and saw palmetto.

Like vegetation, animal diversity in Bottomland Forest is diverse. Mast and berry production is moderate to high, providing good food resources for grey squirrel, red bellied woodpecker, turkey, quail and white tail deer. Particularly in the drier and higher parts of these hammocks, several species of rats and mice are common, providing food for carnivores such as the bobcat. The invertebrates provide food for mice, rats, shrews, opossum and other species in the Bottomland Forests. Bottomland Forest provide good habitat for amphibians such as the eastern spadefoot toad, leopard frog, narrow mouth toad, southern toad, green tree frog, barking tree frog, squirrel tree frog, little grass frog and common newt. Common reptiles include Florida box turtle, green anole, brown anole and southeastern five-lined skink. Snake species include the eastern indigo snake, black racer, red/yellow rat snake, rough green snake and eastern coachwhip. Breeding birds may include blue jay, cardinal, tufted titmouse, Carolina wren, great crested flycatcher and red bellied woodpecker. Pileated woodpeckers and turkey may be found in stands.

Other common species in bottomlands include the barred owl and downy woodpecker.

Mammal use of the Bottomland Forest is moderate and includes such species as the cotton mouse, golden mouse, short tailed shrew, southeastern shrew and marsh rabbit.

Freshwater Marsh

Freshwater Marshes are wetland communities dominated by non-woody vegetation such as grasses, sedges, rushes, or broad-leaved aquatic emergent plants. The soils are often saturated and the sites are regularly or occasionally flooded at least during the wet season. Freshwater Marshes may undergo succession to Mixed Hardwood Swamp, Cypress Swamp, Bayhead, Hydric Hammock, Wet Prairie, Mesic/Wet Flatwoods, or Ponds and Lakes.

Mangrove Swamp

Mangrove swamp, also known as tidal swamp, saltwater forest, or mangrove forest, occur on low wave energy seashores on tidally submerged soils with sand and organic substrates. They may also extend inland along tidally influenced brackish rivers. Drainage and mosquito ditches are common features in mangrove swamps. Other than mangroves, the vegetation is usually restricted to a few herbaceous plants which tolerate saline conditions. Common species occurring are saltwort, glasswort, sea purslane, sea blite, sea lavender, leatherfern and black needlerush. Species which may nest in the mangrove swamp include the white and brown pelican, bald eagle, American osprey, roseate spoonbill, reddish egret, great egret, snowy egret, little blue heron, black and yellow crowned night herons, glossy ibis and white ibis. Nesting birds found in this habitat include the black-whiskered vireo and, perhaps, the mangrove cuckoo. Several other species may feed in or near mangrove swamp, usually on a seasonal basis. These include the peregrine falcon, several vireos and warblers, dowitchers, blue-wing teal and greater scaup. Reptile and amphibian representation in the mangrove swamp is rather low. The Florida mud turtle, Florida snapping turtle, ornate diamondback terrapin, green anole, Florida Green water snake, Atlantic salt marsh snake and green tree frog may infrequently be found, mainly in the brackish areas. The American alligator is a frequent inhabitant of the streams and ditches in mangrove systems. Racoons, Florida mink and bobcat may occasionally forage or hunt in this system. Mangrove swamp is a food source for estuaries and nursery ground for young fishes.

Salt Marsh

Salt marshes occur on low wave-energy seashores on tidally submerged soils with sand and organic substrates. Smooth cordgrass occupies the deeper zones and may extend up to 3,000 feet from the shoreline. Black needlerush usually occupies the next zone, also forming bands of similar size. Marshhay cordgrass and sand cordgrass may form narrow bands along the upper edge of the marsh. Sand cordgrass may form pure strands in shallow, brackish, sandy sites which are tidally influenced. Other plant species are rare in these zones, but they may include sea lavender, leather fern, glasswort, sea purslane and sea blite. Marshhay cordgrass may form extensive stands on the landward side of either the smooth cordgrass or black needlerush marshes. Associated species in these upper marsh zones include salt wort, leatherfern, buttonwood, glasswort, sea blight, seaoxey daisy, groundsel, salt marsh aster and marsh elders. Brackish water sites at the upper ends of

estuaries or along brackish rivers may be dominated by sand cordgrass which grows to heights of six feet. Associated species include saw grass, saltgrass, railroad vine, marsh elder, glasswort, leatherfern, black needlerush, coastal dropseed, climbing hempweed and salt joint grass.

Vertebrate wildlife diversity is limited in salt marshes due to fluctuating water levels, generally high salinity and exposure. The marsh rabbit and some mice and rats may graze or feed on seeds in the upper drier fringes of the marsh. Additional species which feed on grazing insects are spiders, dragonflies and some passerine birds such as marsh wrens and seaside sparrows. Other species which may be present in salt marsh are the American alligator, eastern indigo snake, diamondbacked terrapin, river otter and Florida mink. Much of the food production goes into the detrital food chain, where it is consumed by fiddler crabs, marine worms and mollusks. These, in turn, are food for racoons, river otter and several species of wading birds. These wading birds also use the marshes as feeding grounds for small fishes. Commonly occurring feeding birds are white ibis, herons, belted kingfishes, terns, black skimmers, blackbirds and grackles. Birds which may nest in the salt marshes include the long-billed marsh wren, clapper rail and common yellow-throat.

The estuarine wetland systems located along the Pithlachascotee River and extending into the Gulf are easily affected by the activities which take place within the City. The wetlands in the City are primarily for conservation purposes by providing necessary fish and wildlife habitat and promoting a natural "filter" for surface water.

Rivers and Streams

The rivers and streams category includes natural flowing waters with defined channels from the source or origin downstream to the point where tidal influences dominate flow. Rivers and streams in Pasco County may be described as either spring fed, blackwater, or seepage (bog fed). Vascular vegetation in most streams and rivers in Pasco County is limited. Most of the emergent vegetation is confined to the shore zone, where extensive stands may form. Species in these areas are similar to those of freshwater marshes. Deeper zones will contain floating leaved species such as spatterdock, fragrant water lily, American lotus, blue water lily, frogbit and floating heart. These species often occur where water depths are at least 24 inches and inundation is permanent. Common floating species are large water hyacinth, water lettuce, duckweed and water fern.

Wildlife diversity in rivers and streams is relatively high. Numerous macroinvertebrates may occur. In these streams, species tolerant of low oxygen and poor water quality are very abundant, while those species intolerant of low oxygen or poor water quality are often absent. Biomass of invertebrates is often greater, but diversity is lower, in nutrient rich areas. Species include tolerant Chironomus midges, tubificid worms, oligochaete worms, snails, sphaeroid clams and the Asiatic clam. Flowing streams with good water quality, sandy or rocky substrates, low levels of organic matter and nutrient enrichment normally have more diverse invertebrate communities, but the abundance and biomass is lower. Typical groups include mayflies, caddisflies, stoneflies, dragonflies, damselflies, intolerant

midges and grass shrimp. Crayfish may be found in a wide variety of sites, while the hellgramite is found only in rapidly flowing waters of good quality. Reptiles and amphibians are common within and along the banks of the rivers and streams, particularly in the permanent rivers which often serve as refuge for many species during stressful periods such as drought or fire events.

Marine

Freshwater mixing with saltwater creates unique chemical and physical environments each of which supports different communities of organisms particularly adapted to that type of water condition. The Gulf of Mexico receives freshwater from the Pithlachascotee River which flows through the center of New Port Richey. Some of the freshwater species of fish include largemouth bass (*Micropterus salmoides*) and bluegill (*Lepomis macrochirus*). There are two species of special concern found in the area. The primary habitat for Atlantic sturgeon (*Acipenser ocyrhincus*) are rivers and coastal waters and for rivulus (*Rivulus marmoratus*) are saltwater marshes and mangroves. The City does not directly abut the Gulf of Mexico. Estuarine conditions, however, are evident within the western reaches of the Pithlachascotee River within the City.

Protected Flora and Fauna

A species may be classified as endangered when it is in danger of extinction within the foreseeable future throughout all or a significant portion of its range. A threatened classification is provided to those animals and plants likely to become endangered within the foreseeable future throughout all or a significant portion of their ranges. Critical habitat is defined as the geographic area containing the physical or biological features essential to the conservation of a listed species or as an area that may require special management considerations or protection.

LISTED SPECIES IN PASCO COUNTY

According to the Pasco County Natural Resources Division, the following species are listed as threatened, endangered, or as a species of special concerns by the Fish and Wildlife Conservation Commission (FWC) and are found within Pasco County (refer to Appendix A).

Reptiles

American alligator (*Alligator mississippiensis*)
Eastern indigo snake (*Drymarchon coraiscouperi*)
Gopher tortoise (*Gopherus polyphemus*)
Short-tailed snake (*Stilosoma extenuatum*)
Florida pine snake (*Pituophis melanoleucus mugitus*)

Birds

Florida scrub-jay (*Aphelocoma coerulescens*)
Wood stork (*Mycteria americana*)
Red-cockaded woodpecker (*Picoides borealis*)

Florida burrowing owl (*Athene cunicularia*)
 Little blue heron (*Egretta caerulea*)
 Tricolored heron (*Egretta tricolor*)
 Southeastern American kestrel (*Falco sparverius paulus*)
 Florida sandhill crane (*Grus canadensis pratensis*)
 Bald eagle (*Haliaeetus leucocephalus*)
 Osprey (*Pandion haliaetus*)
 Roseate spoonbill (*Platalea ajaja*)
 Least tern (*Sternula antillarum*)

Mammals

West Indian manatee (*Trichechus manatus*)

Plants

Auricled spleenwort (*Asplenium erosum*)
 Hammock fern (*Blechnum occidentale* var. *minor*)
 Sand butterfly pea (*Centrosema arenicola*)
 Piedmont jointgrass (*Coelorachis tuberculosa*)
 Tampa vervain (*Glandularia tampensis*)
 Pondspice (*Litsea aestivalis*)
 Pygmy pipes (*Monotropa reynoldsiae*)
 Celestial lily (*Nemastylis floridana*)
 Britton's beargrass (*Nolina brittoniana*)
 Hand fern (*Ophioglossum palmatum*)
 Plume polybody (*Peclum aplumula*)
 Comb polypody (*Peclum aptilotavar. bourgeauana*)
 Giant orchid (*Orthochilus cristatus*)

COMPREHENSIVE PLAN GOALS, OBJECTIVES, AND POLICIES

The City of New Port Richey's Comprehensive Plan, Conservation Element details goals, objectives, and policies (GOP) to promote the conservation and protection of natural resources. The Open Space Element guides decisions related to park and open space lands. The following GOP, among others within the comprehensive plan, support the City's initiative to maintain the natural habitat and to restore the natural and beneficial functions of the floodplain. The City's Land Development Code is used to implement the comprehensive plan and contains specific administrative procedures for this purpose.

Open Space

ROS 1.3.1 The City shall continue to implement regulations in the Land Development Code that define open space and establish standards for the protection of open space and natural vegetation and the use of open space for buffering between land uses.

ROS 1.3.3 Open space in parks shall be maintained to protect and preserve native habitats and provide passive recreation opportunities.

ROS 1.3.5 The City shall acquire, protect and maintain natural reservations.

ROS 1.3.6 The City shall create a system of greenways by defining and preserving the following areas as open space:

- a. Conservation and Preservation Category designated lands on the Future Land Use Map;
- b. Jurisdictional wetlands and wetland buffers;
- c. Significant habitat of threatened or endangered species; and
- d. Any species management areas for species of special concern.

Pithlachascotee River

CON 1.4 Protect, conserve, restore and enhance the natural function of the Pithlachascotee River.

CON 1.4.1 In order to reduce non-point source pollutant loads and improve the functioning of the City's drainage system relative to the riverine system, dumping of debris of any kind (e.g., yard clipping and trimmings) into drainage ditches, storm sewers and other stormwater control structures shall be prohibited.

CON 1.4.3 Where the shoreline of the Pithlachascotee River is not seawalled native vegetation shall be used for shoreline stabilization.

CON 1.4.4 The replacement material for failed or damaged Pithlachascotee River concrete seawall should be rip-rap or planting of native vegetation where technically feasible.

CON 1.4.5 Setbacks or other non-structural methods of shoreline protection shall be given the highest priority.

Wildlife and Habitat Objective

CON 1.5 Conserve and enhance wetlands, aquatic resources and wildlife habitats to maintain their environmental and recreational value.

CON 1.5.1 Through the Intergovernmental Coordination Committee, the City shall work with Pasco County, the Southwest Florida Water Management District and the Florida Department of Environmental Protection to identify, protect and conserve the natural character and function of area rivers, lakes, wetlands, floodplains and upland areas.

CON 1.5.2 The City shall coordinate with Pasco County, Southwest Florida Water Management District, Army Corp of Engineers, Florida Fish and Wildlife Conservation Commission and US Fish and Wildlife Service, as appropriate, to develop strategies and partnerships for the protection of riverine habitats, including wetlands and the 100-year floodplain within Pasco County designated Critical Linkages and Ecological Planning Units and habitats for threatened, endangered, or species of special concern.

CON 1.5.3 The City shall identify coastal marshes, freshwater wetlands and hardwood hammocks as Conservation on the Future Land Use Map.

CON 1.5.4 Conservation areas, such as coastal marshes, freshwater wetlands and hardwood hammock areas shall be protected from development that would significantly alter their function and character as defined by the regulatory permitting agencies.

CON 1.5.5 Through the Intergovernmental Coordination Committee, the City shall coordinate with the county and appropriate agencies to identify specific pollution problems adversely affecting wildlife and fish populations and establish and implement the necessary programs, local laws and regulations to reverse and eliminate adverse pollution sources.

CON 1.5.6 The City shall assist the Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission and US Fish and Wildlife Service in the application of and compliance with all state and federal regulations pertaining to species of special status (e.g., endangered, rare, species of special concern and threatened).

CON 1.5.7 The City shall promote local, regional, state and federal initiatives that aim to protect and maintain the natural vegetation, native wildlife and natural processes within Coastal Marsh wetlands within and adjacent to the City through the following:

- a. Conserve environmental lands;
- b. Protect water quality;
- c. Eliminate additional impact to wetlands;
- d. Protect the remaining uplands adjacent to Coastal Marsh wetlands to provide a transition buffer;
- e. Retrofit of stormwater draining through this area; and
- f. Remediate/restore any previous impacts to wetland systems that can be rehabilitated.

CON 1.5.8 The clustering of residential development, or the implementation of other measures to minimize adverse environmental impacts, shall be required whenever areas of significant native habitats are involved.

Florida Native Vegetation

CON 1.6 The City shall conserve, appropriately use and protect native vegetation, including the City's urban forest.

CON 1.6.1 The City shall require that all new development preserve at a minimum 25 percent of the native upland vegetation on site. This should not be interpreted to allow development in wetland areas.

CON 1.6.2 The use of native vegetation shall receive priority in the landscaping requirements of Land Development Code.

CON 1.6.3 The City shall encourage the removal of exotic species such as punk tree (*Melaleuca* sp.), Australian pine (*Casuarina* sp.) and Brazilian pepper (*Schinus* sp.) through site plan review.

CON 1.6.4 The City shall coordinate with the Pasco County and the Southwest Florida Water Management District to protect the cypress and hardwood communities within the vicinity of New Port Richey by preventing activities which would alter their character and natural function.

CON 1.6.6 Although limited natural vegetative communities remain in the City, every effort shall be taken to protect these resources as including the following measures:

- a. Recreational development shall be compatible with the surrounding environment and shall be subject to performance standards adopted in the Land Development Code; and
- b. The clearing of trees and wetland vegetation shall be prohibited, unless specifically permitted;
- c. All applications for development approval on sites with natural vegetative communities shall be subject to site plan review.

Wetland Protection

CON 1.7.1 The City shall require the submittal of a wetland survey at the appropriate phase in the land development review process. This requirement must be met prior to issuance of any development order.

CON 1.7.3 The City shall coordinate with the US Army Corp of Engineers, the Florida Department of Environmental Protection and the Southwest Florida Water Management District to identify and regulate wetland areas under the respective agency's jurisdiction.

CON 1.7.4 The City shall require the identification of Category I, II and III wetlands for prior to the review of any Future Land Use Map amendment or development site plan proposals. Sites with wetlands that are under consideration for a Future Land Use Map amendment or site plan approval shall be designated as Conservation on the Future Land Use Map during or prior to the next regular update of Comprehensive Plan.

CON 1.7.5 The City shall require a minimum 25-foot buffer between Category I and II wetlands and new development in order to protect water quality, preserve natural wetland functions and preserve wildlife habitat. The buffer, as measured landward from the approved jurisdictional line, shall be maintained in a natural vegetative state and be free of exotic and nuisance species as defined by the Florida Pest Council.

CON 1.7.10 The City shall require all wetland encroachments to be mitigated according to chapters 62-25 and 40D-4, FAC, and Section 404, Clean Water Act and mitigation compliance to be monitored by the Florida Department of Environmental Protection, Southwest Florida Water Management District and US Army Corp of Engineers.

CON 1.7.11 In combination with other goals, objectives and policies of the Comprehensive Plan, the City shall protect and conserve wetlands by redirecting incompatible uses away from wetlands.

Floodplain

CON 1.8 Protect the natural function of the 100-year floodplain to carry, store and filter flood waters through land development regulations.

CON 1.8.1 If any filling of land occurs during site design such that the volume of floodplain storage would be reduced, an equal volume of soil shall be excavated within the same floodplain to provide compensatory storage. Such excavations shall not be located within land areas identified for conservation purposes, or within the jurisdictional wetland

limits of regulatory agencies, except for the purpose of providing pretreated stormwater storage capacity.

CON 1.8.3 The City shall encourage the development of a strict floodplain management program by state and local governments to preserve hydrologically significant wetlands and other natural floodplain features.

CON 1.8.4 Recognizing that portions of the community are located within the 100-year floodplain, the City shall strictly enforce all appropriate federal, state and regional coastal construction codes and coastal setback regulations.

CON 1.8.6 The City, through the implementation of the Land Development Code, shall promote appropriate land use practices compatible with floodplain areas and provide for performance standards which, at a minimum, require that:

- a. To the maximum extent legally possible, new development shall not be located in river floodways, the area of highest velocity during flow;
- b. New development permitted in the flood fringe, the area of the floodplain outside the floodway, shall be required to meet flood hazard construction requirements;
- c. Development along the Pithlachascotee River floodplain shall be low density residential with adequate setbacks to maintain any existing areas of natural habitat; and
- d. The prevention of erosion, retardation of runoff and protection of natural functions and values of the floodplain be considered while promoting public usage.

CON 1.8.7 In addition to the Conservation land use designation, the City shall protect the Pithlachascotee River through the use of the "Pithlachascotee River Environmental Corridor." The corridor is defined as the area within 50 feet landward from the top of the river bank. In places where the top of the bank is not discernable, either the mean high water line or the upland/wetland boundary shall be used, whichever is greater. Development within the corridor shall be managed as follows:

- a. Lots created after November 1, 1990, shall denote the corridor on the lot survey, and shall dedicate the corridor to the City via conservation easement.
- b. Only water-dependent uses within the corridor are permitted.
- c. Existing vegetation within the corridor shall be preserved. Where native vegetation has been disturbed in the past, it shall be restored concurrent with new development.
- d. Where new plantings are required, a restoration plan, specifying appropriate vegetation for rehabilitation of shores and associated lands (such as grasses for submerged lands and shorelines and trees/shrubs for banks sloping away from shore) shall be submitted as part of the development proposal. The type of vegetation selected for new plantings shall be based upon its ability to provide shore stabilization, water purification and wildlife habitat.

CON 1.8.8 Floodplains whose functional values have been degraded or destroyed through human intervention shall be restored, if feasible, through the public acquisition of historic floodplain lands. Various state, regional and local acquisition programs shall be sought for this purpose.

CON 1.8.9 The City shall prohibit fill material or other structures to adversely obstruct the natural movement of floodwater, overland sheet flow or pose a threat to the public health, safety and welfare.

CON 1.8.10 The City will continue the use of the Conservation future land use category to protect the natural functions of floodplains and shorelines.

RECOMMENDED ACTION

The GOPs listed in the City of New Port Richey Comprehensive Plan places special emphasis on the conservation and restoration of habitat within the City that contains or may contain threatened, endangered, or species of special concern. Threats to these species include habitat degradation, fragmentation, and destruction due to development. Threats also include pollution/pesticide exposure and hydrology alterations. The City's Comprehensive Plan outlines goals, objectives, and policies to reduce these threats. The City's Floodplain Species Plan places special focus on two species, the Bald eagle (*Haliaeetus leucocephalus*) and the Tricolored heron (*Egretta tricolor*).

Bald Eagle (*Haliaeetus leucocephalus*)

The bald eagle has been the national bird of the United States since the late 1700s. Some may say it is one of the nation's most recognizable birds as it is easily recognizable by its size, color, and form. The Florida Fish and Wildlife Conservation Commission (FWC) released A Species Action Plan for the Bald Eagle in November of 2017, some of which has been incorporated into this action plan.

LIFE CYCLE

According to the U.S. Fish & Wildlife Service (USFWS), Bald eagles can live up to about 30 years in the wild.

Bald eagles typically reach breeding maturity at the age of 4 or 5, although they may delay breeding until later in life. These majestic birds form lifelong partnerships, but if one of the pair dies, the surviving eagle will seek a new mate.



Photo Courtesy of USFWS

When it comes to nesting, eagle pairs usually prefer the tops of tall trees with sturdy branches capable of supporting their large and heavy nests. These nests are constructed using large sticks and may be lined with materials such as moss, grass, plant stalks, lichens, seaweed, or sod. While pairs often reuse and expand the same nest each year, they may also have additional nests within their breeding territory. These nest sites typically include at least one perch with a clear view of a water body for hunting, although bald eagle nests are increasingly being found away from large bodies of water.

Bald eagles are known to travel long distances during different stages of their lives and non-breeding seasons. However, they usually return to their place of origin, within

approximately 100 miles, to nest and breed. In most regions, bald eagles breed in early spring, with the breeding season extending into summer. However, in warmer climates like Louisiana and Florida, they nest during the winter. It is also common for bald eagles in southern areas to attempt re-nesting if their initial nest fails before the chicks hatch. During the breeding season, bald eagles typically lay one to three eggs per year, with the eggs hatching after approximately 35 days. The young eagles, known as eaglets, begin flying within three months of age but continue to use their nest.

DIET

Bald eagles are known for being opportunistic eaters, with fish being a primary part of their diet. In addition to fish, they will consume waterfowl, shorebirds, waterbirds, turtles, rabbits, snakes, small animals, and carrion. Due to their hunting style, which relies heavily on their vision, eagles typically spot their prey from a high vantage point or while soaring in the sky before diving down to catch it. They are also scavengers, feeding on dead fish and animals, and are notorious for stealing food from other eagles, mammals, and birds of prey.

HABITAT

Bald eagles rely on a sufficient food supply, suitable perching spots, and appropriate nesting locations. Historically, bald eagles were commonly seen nesting close to rivers, lakes, and marshes. Their habitat encompasses estuaries, expansive lakes, reservoirs, rivers, and certain coastal areas. They are now increasingly spotted in arid regions further away from water sources, such as agricultural land and urban or suburban environments.

During the winter season, these birds gather in significant numbers near open water, perching on tall trees to scan for prey. These trees also serve as nighttime roosting spots for protection. These locations are typically situated beneath man-made dams or river branches to maintain access to larger waterways. Winter roosting sites may be utilized throughout the season or intermittently when alternative food sources are scarce.

THREATS

According to the Florida Fish and Wildlife Conservation Commission, the greatest threat to the Bald eagle population is trauma and poisoning. In Florida, from 1963-1994, trauma resulted in 59% of known cases of bald eagle mortality; the most frequent cause was vehicle collision, but other causes included gunshot, intraspecific aggression, and powerline collision (Forrester and Spalding 2003).

Bald eagles primarily consume poisons from secondary sources, such as when they feed on carcasses or prey that contain toxins. Second generation anticoagulant rodenticides (SGARs), which are approved for use in the United States, have been identified as a documented source of secondary poisoning. In a study conducted by the FWC over an 18-month period starting in 2014, necropsies were performed on bald eagle carcasses found in Florida when the cause of death was unclear or poisoning was suspected. The results revealed that 100% of the tested carcasses contained SGARs, with 17 out of 33 cases indicating that SGARs were either the cause of death or a possible contributing factor in the eagles' demise (Van Deventer et al., 2017). Additionally, eagles have been poisoned after consuming improperly disposed carcasses of euthanized animals that contain pentobarbital (Forrester and Spalding, 2003). Another cause of secondary poisoning in bald eagles is lead poisoning, which occurs when they feed on waterfowl or other animals that have been shot

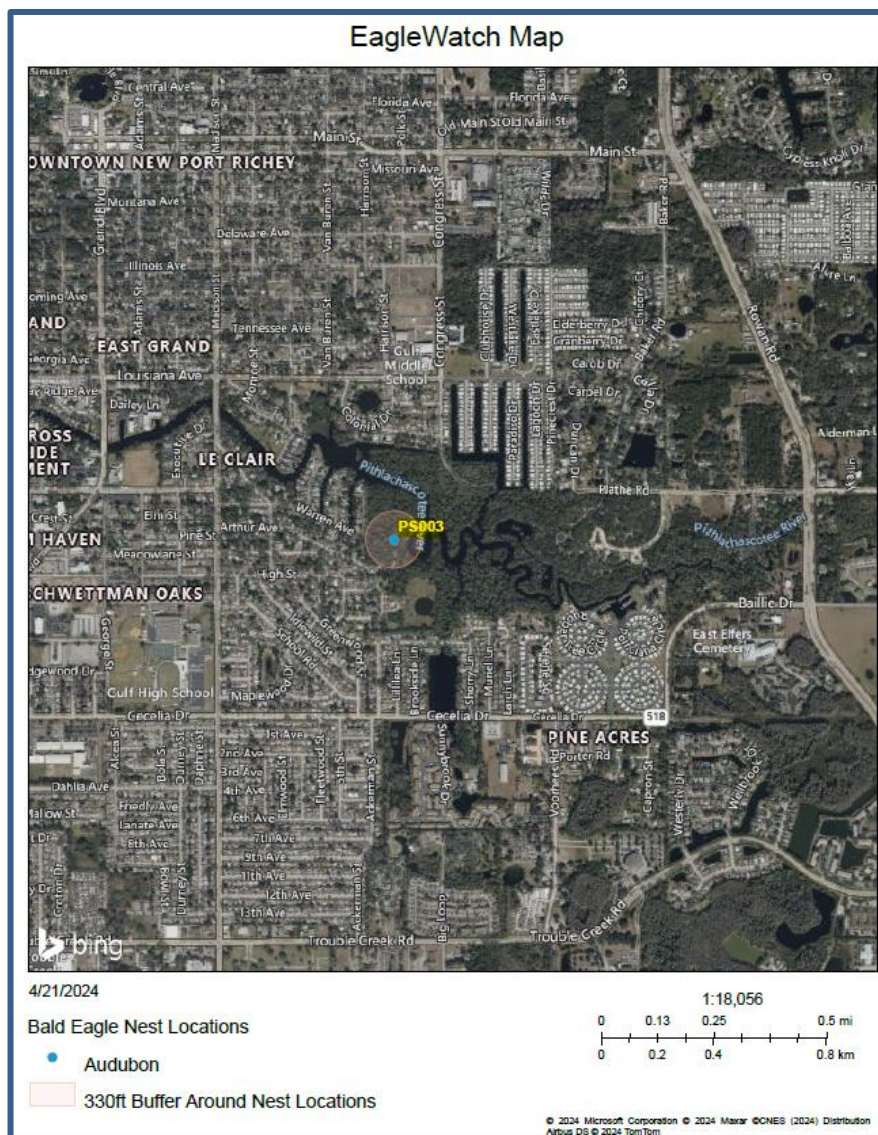
with lead ammunition. Although the use of lead shot for waterfowl hunting was prohibited in 1991, lead poisoning continues to be a significant cause of death for bald eagles. Out of 762 eagles examined at the National Wildlife Health Center between 1975 and 2013, 64% died as a result of lead poisoning. Furthermore, there has been a statistically significant increase in lead poisoning cases after 1991, suggesting that the use of lead ammunition to kill other animals still poses a threat of secondary poisoning (Russell and Franson, 2014).

RECOMMENDED ACTIONS

To address the threats to bald eagles, habitat conservation and management, as well as protection from disturbance, are crucial. The USFWS employs regulatory processes such as permitting, technical assistance, and guidelines to safeguard bald eagles and their habitat. Implementing land management practices that benefit bald eagles by maintaining healthy natural communities, reducing the risk of catastrophic fires, and providing suitable nesting trees is recommended.

Bald eagles are adaptable when it comes to their habitat. By maintaining healthy natural communities, we not only enhance water quality (which supports the availability of healthy food sources) but also provide suitable nesting habitats. Land management practices play a vital role in benefiting bald eagles by reducing the risk of devastating wildfires, ensuring the health of forests, and providing appropriate nesting trees. These practices include prescribed fires, removal of non-native species, reduction of excessive fuel loads, thinning overstocked areas, and replanting native species. It is important to retain large-diameter native pine trees to ensure the availability of potential nest trees in the future. Selective thinning that maintains at least 50% of the total canopy and preserves large native pine trees is recommended. These practices are often incorporated into management plans for public lands, which provide guidance for implementation at specific sites.

The protection of lands that provide prime nesting habitats for Bald eagles is critical in the City's conservation efforts. According to the EagleWatch map provided by the Audubon Center for Birds of Prey, a Bald eagle nest was observed within the James E. Grey Preserve Park, located at 6938 Plathe Rd, New Port Richey, Florida. Additional measures may be necessary to minimize potential disturbance in areas where recreational activities take place near a bald eagle breeding nest. These measures could include the installation of signs or the establishment of seasonal no-entry boundaries.



To reduce the number of deaths and injuries caused by known and emerging threats, it is crucial to prioritize minimizing mortality from specific threats. This is especially important in order to prevent a decline in the population. Whenever possible, specific threats should be avoided, minimized, or contained through early detection and adaptive management responses.

For bald eagles, there are several known or potential causes of mortality that need to be addressed. These include vehicle collisions, secondary poisoning from substances like lead, pentobarbital, and rodenticides, and electrocution and collisions with power lines.

To address the impacts of these threats, a comprehensive response is warranted. This can involve management actions, education and outreach programs, coordination with partners, and monitoring to assess the effectiveness of these efforts.

For instance, to minimize the risk of secondary pentobarbital poisoning, which occurs when

eagles feed on carcasses of euthanized animals, it is important to emphasize the need for quick incineration or burial of these bodies to prevent scavenging by eagles and other wildlife. Another example is the need to minimize electrocution- and collision-related mortality. This can be achieved by encouraging utility companies to incorporate "avian-friendly" devices and fittings on their equipment. The Avian Powerline Interaction Committee has outlined suggested practices in this regard. City staff can collaborate with utility companies to develop and implement avian protection plans, which outline proactive measures to protect birds from the impacts caused by equipment. To reduce Bald eagle mortality due to vehicle collisions, signs warning drivers to be diligent may be posted along roadways where Bald eagle activity has been recorded.

Tricolored heron (*Egretta tricolor*)

According to the Florida Fish and Wildlife Conservation Commission (FWC), the Tricolored heron is protected by the U.S. Migratory Bird Treaty Act and as a State Threatened by Florida's Endangered and Threatened Species Rule. FWC released A Species Action Plan for Six Imperiled Wading Birds in November of 2013, some of which has been incorporated into this action plan.



Photo Courtesy of FWC

LIFE CYCLE

Tricolored herons engage in colony breeding from February to August. The females skillfully build nests using sticks and vegetation gathered by the males. These nests are typically located in trees or shrubs situated on salt marsh islands or in standing water. Each female lays a clutch of three to five eggs, and both parents take turns incubating them. After a period of around 21-25 days, the eggs hatch. The fledglings stay in the nest until they reach about 35 days of age (LaLonde 2003).

DIET

Since the diet of the Tricolored heron primarily consists of fish, it is imperative to protect water quality and natural floodplain functions. The Tricolored heron primarily consumes topminnows and killifishes, along with various other small fish, crustaceans, insects, tadpoles, frogs, salamanders, lizards, and spiders.

HABITAT

Tricolored herons are commonly found in various habitats such as fresh and saltwater marshes, estuaries, mangrove swamps, lagoons, and river deltas (Frederick 1997). Their range extends from Massachusetts, through the Gulf of Mexico and Caribbean, all the way to northern Brazil. Breeding locations can also be observed along the Pacific Coast from Baja California to Ecuador. In Florida, Tricolored herons are prevalent permanent residents, although they may be less abundant in certain areas of the Panhandle.

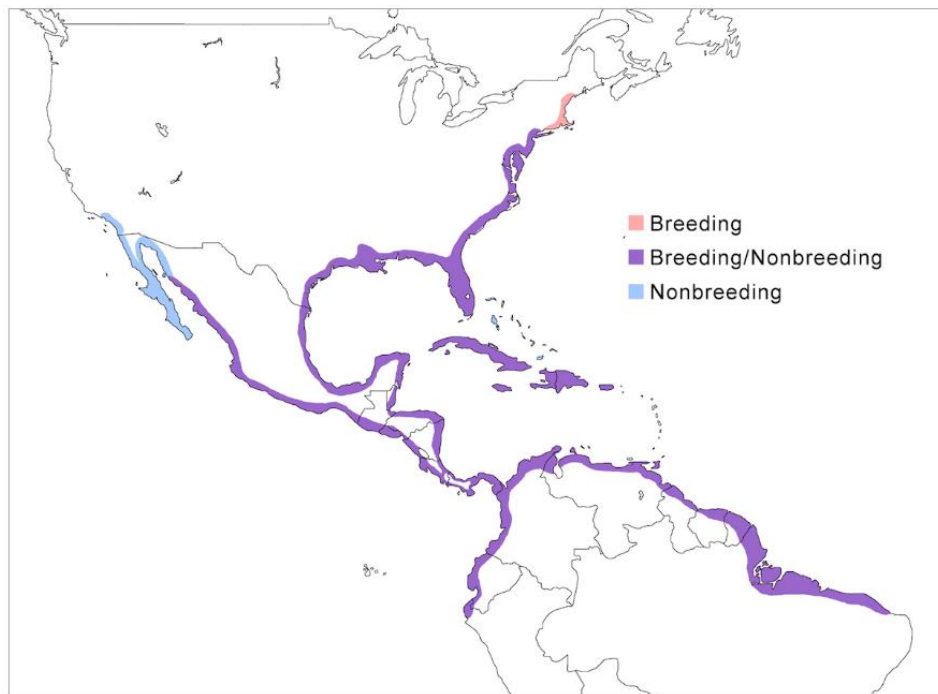


Photo Courtesy of heronconservation.org

THREATS

The tricolored heron encounters numerous challenges to its population, including the ongoing expansion of wetlands. Similar to other avian species residing in estuaries, the tricolored heron population is endangered by the presence of pollutants and pesticides (Rodgers 1997, Spalding et al. 1997). Additional threats encompass modifications to the hydrology of foraging regions, diminished availability of prey, and the detrimental effects of oil spills on crucial breeding, foraging, and roosting locations.

RECOMMENDED ACTIONS

Wading bird populations in Florida rely heavily on the quantity and quality of their nesting and foraging habitats. Unfortunately, these habitats have significantly declined over the past century. Furthermore, the remaining wetland habitats have been altered due to changes in water quality, water quantity, and flooding patterns. These alterations can have a negative impact on the prey community composition and abundance, which in turn affects the foraging success and energy intake of wading birds.

Water-body restoration projects and floodplain conservation development techniques are critical in mitigating the threat to the Tricolored heron. The Orange Lake Restoration Project is one of many mitigation activities launched by the City of New Port Richey.

Although New Port Richey's western municipal boundary is located approximately one mile from the waters of the Gulf of Mexico, coastal reaches of the Pithlachascotee River traverse the City. The City's Comprehensive Plan Coastal Management Element boasts the Coastal Transfer of Development Rights (TDR) program, which allows the transfer of development rights from city-owned properties within the CHHA to other properties within the CHHA that are suitable and desirable for development or redevelopment. Once the development

entitlements have been transferred from one property to another, the sending property is re-designated to the Conservation land use category, under which it must remain in perpetuity. The City could develop a streamlined process similar to this process for applicants to transfer development rights from areas inundated by the Special Flood Hazard Area to uplands or otherwise developable land. Preserving natural floodplain functions plays a significant role in the conservation of wading birds and their food sources.

PROJECTS

The City of New Port Richey has put in substantial effort to conserve critical habitat and to restore the natural and beneficial functions of the floodplain. The purpose of this section is to document the City's dedication to conservation and restoration.

SIMS PARK

One of the City's feature water resources is Orange Lake, located within Sims Park. Sims Park is depicted on the City's open space map under CRS Activity 420. According to the open space calculations, approximately 3.9 acres of Sims Park is located within the Special Flood Hazard Area (SFHA).

The City has taken action to restore Orange Lake to its natural state. The Orange Lake Restoration Project has several components; dredging of Orange Lake and the installation of a CDS Unit to prevent pollutants from entering into the lake, restoration of banks and planting of littoral shelves, modification of existing outfalls to control water levels, installation of aeration/diffuser system for complete water mixing, and finally construction of an educational boardwalk and overlook with public access feature. Improving the water quality and overall function of Orange Lake is expected to benefit the overall health of the Pithlachascotee (Cotee) River and the Coastal Springs Watershed. According to the Capital Improvement Program report (FY 2015/2016 – FY 2019/2020), the total cost of the Orange Lake Restoration Project was \$940,000.00.

The Final Project Summary of Dredging Operation (Appendix B) indicates a significant amount of trash and debris was removed from Orange Lake. Smaller particles, such as sediment and silts, were removed as well through the dewatering process. All material was removed from the site and the site was graded back to its original condition.

JAMES GREY PRESERVE

According to the City of New Port Richey Parks and Recreation Master Plan, the James E. Grey Preserve is a 94-acre nature park/preserve. The James E. Grey Preserve is depicted on the City's open space map under CRS Activity 420. According to the open space calculations, approximately 68.8 acres of James Grey Preserve is located within the Special Flood Hazard Area (SFHA). The preserve is owned and maintained by the City and is a sanctuary for more than 150 bird species including the Bald Eagle. The James E. Grey Preserve is designated as open space on the City's Future Land Use Map and will be protected in perpetuity.

PASCO COUNTY GREENWAYS, TRAILS, AND BLUEWAYS MASTER PLAN

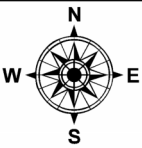
The City supported Pasco's County's effort to develop the Pasco County Greenways, Trails, and Blueways (GTB) Master Plan (Appendix C). The Master Plan Working Group was comprised of regional, county, municipal, state, federal, and stakeholder representatives, including the City's Parks and Recreation Director. The GTB Master Plan's purpose is to guide the planning of enhancements to existing and development of new greenways, trails, and blueways to increase connectivity. The Master Plan is not a detailed design and engineering study of individual trails but rather a documentation of guidance and best practices designed to inform decisions on further developing the greenway, trail, and blueway system. The Master Plan offers recommendations for potential future trail opportunities and connections and provides strategies for implementation and regulatory actions.

CLOSURE

The anticipated result of the recommended actions will further the City's goals to restore the natural functions of the floodplain and maintain its natural habitat for protected flora and fauna, as well as contribute to the rise in population of the species of focus.



Community Rating System (CRS) Open Space Map



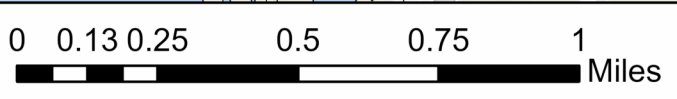
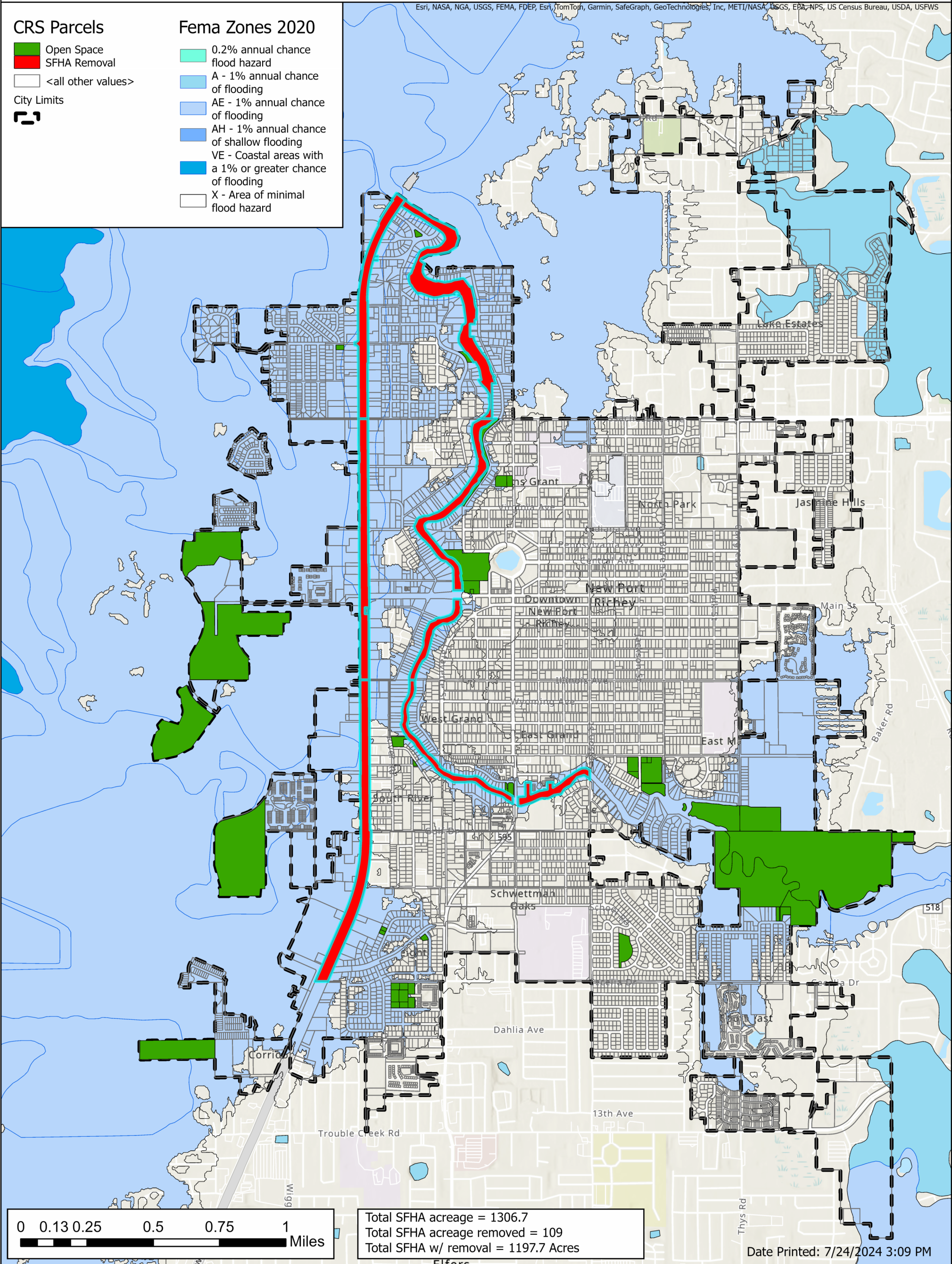
Esri, NASA, NGA, USGS, FEMA, FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

CRS Parcels

- Open Space
- SFHA Removal
- <all other values>
- City Limits

Fema Zones 2020

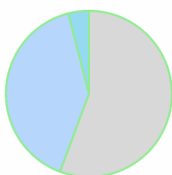
- 0.2% annual chance flood hazard
- A - 1% annual chance of flooding
- AE - 1% annual chance of flooding
- AH - 1% annual chance of shallow flooding
- VE - Coastal areas with a 1% or greater chance of flooding
- X - Area of minimal flood hazard



Total SFHA acreage = 1306.7
Total SFHA acreage removed = 109
Total SFHA w/ removal = 1197.7 Acres

Date Printed: 7/24/2024 3:09 PM

Sum of Parcel Acreage within the Flood Zone



X 55.7% (1,642.5) AE 40.3% (1,187.8) A 4.03% (118.9)

Sum of Acreage by CRS Parcel Type



SFHA Removal 37.1% (108.97) Open Space 62.9% (184.57)



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: 8/6/2024

RE: Addendum to the Law Enforcement Mutual Aid Agreement w/City of Tarpon Springs

REQUEST:

The request before the council is to approve the addendum to the City's existing Law Enforcement Mutual Aid Agreement (MAA) with the City of Tarpon Springs.

DISCUSSION:

Recently the Florida Sixth District Court of Appeals decided State vs. Repple, which held that a law enforcement officer has no jurisdiction or authority to take "police action" or collect evidence outside of their jurisdiction, even when the crime occurred within their jurisdiction. The "Repple" decision conflicts with the Florida Fifth District Court of Appeals ruling in State vs. Torres, and the legal conflict has been certified to the Florida Supreme Court. At this time, it is uncertain if the Florida Supreme Court will exercise jurisdiction and resolve the conflict.

Pasco County resides in the Florida Second District Court of Appeals jurisdiction, which has not weighed in on "Repple." To be proactive, many government entities in the Tampa Bay area are amending current law enforcement MAA's to avoid potential legal conflicts with the "Repple" decision.

The addendum before you to the City's existing MAA with the City of Tarpon Springs legally enhances and strengthens law enforcement's ability "in light of" the "Repple" decision to investigate crimes in each other's jurisdiction until the expiration of the MAA on January 31, 2025.

City Attorney Tim Driscoll reviewed the MAA before you and approved it as to form.

RECOMMENDATION:

Approve addendum to the City's existing Law Enforcement Mutual Aid Agreement (MAA) with the City of Tarpon Springs.

BUDGET/FISCAL IMPACT:

No Budget Impact.

ATTACHMENTS:

Description	Type
▣ Amended Mutual Aid Agreement	Backup Material
▣ Original Mutual Aid Agreement	Backup Material

CITY OF TARPON SPRINGS AND CITY OF NEW PORT RICHEY COMBINED

MUTUAL AID AGREEMENT

and

INTERGOVERNMENTAL INTERCHANGE OF PUBLIC EMPLOYEES

This is an addendum to the City of Tarpon Springs and City of New Port Richey Combined Mutual Aid Agreement and Intergovernmental Interchange of Public Employees, effective from date of signing until January 31, 2025. This addendum is by and between the City of Tarpon Springs and the City of New Port Richey. This Addendum is effective upon signing.

Section IV. Voluntary Investigation is stricken and replaced to read:

IV. Voluntary Investigation and Extraterritorial Powers:

- A. If an on-duty law enforcement officer from one jurisdiction is conducting an investigation regarding criminal activity that occurred within said officers jurisdiction, the law enforcement officer and all other officers from the same agency, retain jurisdiction and may, at any time related to the investigation, perform any investigative function, including the collection of evidence, questioning of victims, witnesses, and suspects, and/or arrest of suspect(s), and exercise all police powers related to the investigation outside of said officers jurisdiction anywhere in the City of Tarpon Springs or the City of New Port Richey as applicable, and, as soon as practicable, shall notify the jurisdiction in which the extraterritorial investigation is taking place. The notification must include the location and nature of the investigation to ensure proper coordination and jurisdictional awareness.

VII. Terms and Procedures, section H, line 2, ~~\$100,000~~ per person and ~~\$200,000~~ per occurrence is stricken and replaced to read:

- H. Liability insurance shall be maintained in an amount not less than \$200,000 per person and \$300,000 per occurrence.

All remaining terms remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto cause their signatures to be affixed:

In acknowledgment and execution of the City of Tarpon Springs and City of New Port Richey Combined Mutual Aid Agreement and Intergovernmental Interchange of Public Employees Addendum, as authorized by _____, we hereby set our hand and seal.

ATTEST:

CITY OF TARPON SPRINGS

CITY CLERK

By _____
MAYOR

APPROVED AS TO FORM

By _____
CITY MANAGER

CITY ATTORNEY

By _____
CHIEF OF POLICE

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 2024, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared the above officials of the City of Tarpon Springs, a municipal corporation of Florida, who are known by me or who produced _____ as identification, and who acknowledged they executed the foregoing Agreement as the proper officials of the City of Tarpon Springs, and the same is the act and deed of that City.

Signature Title Notary Public _____

Type, Stamp, Print Name Commission No.

Tarpon Springs Police Department and New Port Richey Police Department

Mutual Aid Agreement and Intergovernmental Interchange of Public Employees
Addendum 07/24

IN WITNESS WHEREOF, the parties hereto cause their signatures to be affixed:

In acknowledgment and execution of the City of Tarpon Springs and City of New Port Richey Combined Mutual Aid Agreement and Intergovernmental Interchange of Public Employees Addendum, as authorized by _____, we hereby set our hand and seal.

ATTEST:

CITY OF NEW PORT RICHEY

CITY CLERK

By _____
MAYOR

APPROVED AS TO FORM

By _____
CITY MANAGER

CITY ATTORNEY

By _____
CHIEF OF POLICE

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 2024, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared the above officials of the City of New Port Richey, a municipal corporation of Florida, who are known by me or who produced _____ as identification, and who acknowledged they executed the foregoing Agreement as the proper officials of the City of New Port Richey, and the same is the act and deed of that City.

Signature Title Notary Public _____

Type, Stamp, Print Name Commission No.

Tarpon Springs Police Department and New Port Richey Police Department

Mutual Aid Agreement and Intergovernmental Interchange of Public Employees
Addendum 07/24

CITY OF TARPON SPRINGS AND CITY OF NEW PORT RICHEY

COMBINED MUTUAL AID AGREEMENT

and

INTERGOVERNMENTAL INTERCHANGE OF PUBLIC EMPLOYEES

This AGREEMENT is made and entered into by and between the City of Tarpon Springs and the City of New Port Richey (hereinafter also referred to individually as a “cooperating agency/agencies”), to address voluntary cooperation, emergency response team operational assistance, special event staffing, and joint training sessions.

WHEREAS, Part 1 Chapter 23 of the Florida Statutes, the “Florida Mutual Aid Act”, authorizes law enforcement agencies to enter into agreements for voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines by and between such agencies, and to enter into an operational assistance agreement whereby each agency may request and render law enforcement assistance to the other law enforcement agencies during emergencies under s.252.34, Florida Statutes ; and

WHEREAS, the cooperating agencies recognize that an increasing number of criminals are operating across the jurisdictional boundaries of the cooperating agencies; and that there is a need for a continuing cooperative multi-jurisdictional response to such unlawful activities; and

WHEREAS, the cooperating agencies desire to secure the benefits of such mutual aid for their respective jurisdictions; and

WHEREAS, the cooperating agencies have determined that it is in the best interest of the health, safety and welfare of the citizens of the municipalities to enter into this Mutual Aid Agreement; and

WHEREAS, the undersigned cooperating agencies desire to have the ability to interchange police officers to assist the agency during special events, SWAT operations, and other occasions when additional police manpower is required to insure public safety, and

WHEREAS, the cooperating agencies desire to enter into an “Intergovernmental Interchange of Public Employees” agreement pursuant to Part II of Chapter 112 of the Florida State Statutes for such purpose; and

NOW, THEREFORE, in consideration of the mutual covenants expressed herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

I. Provisions for Voluntary Cooperation

Each of the undersigned cooperating agencies hereby approve and enter in this Agreement authorizing each of the agencies to request law enforcement assistance from and to render law enforcement assistance to the other in dealing with any violations of Florida Statutes, to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, Florida Statutes and backup services during patrol activities, and inter-agency task forces and/or joint investigations.

II. Routine Law Enforcement Matters

Either party to this agreement may request the voluntary assistance and cooperation of any other party to this agreement relating to routine law enforcement matters involving more than one jurisdiction.

III. In-Progress Crime Assistance

A. Whenever a law enforcement officer from one jurisdiction views a felony or a misdemeanor involving a breach of the peace occurring in the jurisdiction of another cooperating agency, the law enforcement officer may physically arrest the perpetrator and preserve the crime scene. The officer shall immediately notify the cooperating agency of the jurisdiction in which the incident occurred. Control of both the persons apprehended and the crime scene will be relinquished to the first available officer from the jurisdiction in which the incident occurred. If that jurisdiction advised that they decline to dispatch an officer to the scene, the officer on the scene shall complete the investigation, issue any and all necessary citations or notices to appear or effect an arrest, collect and preserve evidence, take custody of any contraband article as defined in Section 932.701(2), Florida Statutes, and/or take such action as is necessary and appropriate to protect the health and safety of the public as such may be appropriate to the particular circumstances. The jurisdiction taking law enforcement action shall, at the conclusion of the investigation, notify the jurisdiction in which the incident occurred of the law enforcement action taken. Whenever remaining at the scene exposes either the officer or the subject to imminent physical danger, the subject and any physical evidence or contraband article may be transported or otherwise relocated in accordance with normal procedure.

B. All fines shall accrue to the municipality or unincorporated area where the offense occurred. In order to facilitate the proper disposition of fines, each ticket written by municipal officers shall indicate the name of the city in which the infraction occurred or, if the incident occurred in the unincorporated area of the county, the ticket should note that clearly on the face thereof.

The proceeds of any forfeiture action arising out of any law enforcement described in above shall be shared equally between the agency taking the law enforcement action and the agency having original jurisdiction.

IV. Voluntary Investigation

On-Duty officers from one jurisdiction may conduct investigations into criminal activity that occurs in their jurisdiction and make arrests related to those investigations in any of the undersigned jurisdictions. If enforcement action is anticipated, the location and nature of the investigation will be reported to the agency's on-duty communication liaison person of the jurisdiction where the subject is located.

V. Inter-Agency Joint Task Forces and SWAT operations

- A. Law enforcement officers assigned to joint task force operations, and/or SWAT operations pursuant to this Agreement may enforce all state laws while engaged in the joint task force operation and/or SWAT operation and shall take enforcement action in accordance with law, including but not limited to, taking custody of any offender, evidence, or contraband article as defined in Section 932.701(2), Florida Statutes , and completing appropriate documentation.
- B. Law enforcement officers assigned to joint task force operations and/or SWAT operations pursuant to this Agreement shall be under the supervision of those individuals specified in the joint-task force and/or SWAT operational plan approved by the cooperating agencies participating in the joint task force and/or joint SWAT operations.
- C. Interchange of law enforcement officers assigned to cooperating agency to assist during special events under the direction of a supervisor from the receiving cooperating agency.

VI. Law Enforcement Emergencies

- A. Each of the cooperating agencies may request law enforcement assistance from and render law enforcement assistance to the other cooperating agencies in a law enforcement emergency, including but not limited to:
 - 1. Civil affray and disobedience, disturbances, riots, large protest demonstrations or controversial trials.

2. Any natural or man-made disaster.
 3. Incidents which require rescue operations and crowd and traffic control measures such as activities related to large-scale evacuations, aircraft and ship disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical and hazardous waste spills, and major electrical power failures.
 4. Terrorist activities including acts of sabotage.
 5. Escapes from and disturbances within any local or state detention facilities.
 6. Hostage and barricaded subject situations.
 7. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, ordinance disposal, crisis management, and emergency response teams.
- B. A law enforcement emergency is any situation which exceeds the capability of the local agency to counteract effectively.
- C. Upon request for assistance to the Chief of Police or his/her designee, the law enforcement personnel and equipment of the cooperating law enforcement agency shall be dispatched to the location within the specified request.
- D. A request for assistance made under this Section shall specify the number of personnel and type and amount of equipment needed, the location to which the personnel and equipment are to respond and the official to whom they are to report. Nevertheless, the number of personnel and amount and type of equipment which are actually furnished shall be determined by the law enforcement agency to whom the request is made.
- E. If requested, law enforcement officers rendering assistance shall assist in the transportation and processing of prisoners in situations involving mass arrests and, if necessary, in the operation of temporary detention facilities.
- F. The cooperating agency's personnel and equipment shall be released by the requesting party when assistance is no longer needed or when such personnel and equipment are needed in the jurisdiction in which they normally furnish police protection. Should the need arise, the cooperating agency may, at any time,

recall personnel and equipment to the jurisdiction in which they are normally employed.

- G. Resources which may be available under this Section shall include, but are not limited to, personnel marked or unmarked vehicles, 4-wheel drive vehicles, police patrol boats, K-9 units, aircraft, and national/state/county/city computer networks.
- H. Law enforcement officers rendering assistance shall complete written reports as if they were performing their duties in the jurisdiction in which they are normally employed. Copies of these reports shall be furnished to the agency requesting assistance within a reasonable time. Additionally, officers rendering assistance shall prepare such reports as the agency requesting assistance may reasonably require.

VII. Terms and Procedures

- A. A cooperating agency will answer a specific request for voluntary cooperation or operational assistance only to the extent that the available personnel and equipment are not required for adequate protection of that agency. The commander of the agency, or the commander's designee, shall have the sole authority to determine the amount of personnel and equipment, if any, available to respond.
- B. A specific request for voluntary cooperation or operational assistance for law enforcement emergencies shall be made by the commander of the agency or the commander's designee.
- C. Voluntary cooperation can also be initiated, within the limitations as more fully stated above, by an officer who views an in-progress crime or a need for traffic control in another cooperating agency, or who views a traffic violation or traffic accident scene, or marine violation while engaged as part of a task force, SWAT operation or any other voluntary investigation (making an arrest in other jurisdiction) or operational assistance (ie, Special Events). The supervising authority of that officer shall be notified immediately to enable a supervisor from the officer's agency to authorize and direct actions taken by the officer. An officer taking voluntary action should notify the communication liaison person in the assisted agency as soon as possible.
- D. Whenever the employees of any law enforcement agency are rendering aid outside its jurisdiction and pursuant to the authority contained in this Agreement, such employees shall have the same powers, duties, rights, privileges, and immunities as if they were

performing their duties in the jurisdiction in which they are normally employed.

- E. Law enforcement officers or employees responding to a specific request for voluntary cooperation or operational assistance for law enforcement emergencies shall be under the direction and authority of the commanding officers of the agency to which they are called; otherwise the officers shall be under the direction and authority of the commanding officers of their own agency. However, no officer rendering assistance shall be required to perform any act which would violate standard operating procedures or supervisory guidelines in the jurisdiction in which they are normally employed.
- F. All pension, insurance, relief, disability, workers' compensation, salary, death and other benefits which apply to the activities of officers, agents and employees performing duties in the jurisdiction in which they are normally employed shall apply to the same manner, degree and extent while such officers, agents and employees are rendering assistance under this Agreement. Notwithstanding the above, nothing contained herein is intended to limit either party's right to reimbursement for eligible costs as permitted by law.
- G. Each agency shall be responsible for its own operational costs and expenses in providing assistance under this Agreement and bearing its own costs associated with any loss or damage incurred to such jurisdiction's property, equipment, or resources as a result of the use of such property during a voluntary cooperation or operational assistance situation. No financial charges shall be made by either party for assistance provided under this Agreement.
- H. Each party shall provide and carry liability insurance, workers' compensation insurance, self-insurance and other insurance necessary to assure that each party shall be protected and indemnified from any and all liabilities which may result by reason of activities which are the subject of this Agreement. Liability insurance shall be maintained in an amount not less than \$100,000 per person and \$200,000 per occurrence. Each party shall furnish satisfactory proof of insurance to the other party. "Insurance" may be procured either privately or pursuant to an approval self-insurance risk-financing program. Should any insurance policy or self-insurance program expire, be cancelled or undergo material change, the insured party shall, 30 days before such expiration, cancellation, or change, mail notice of the same to the other party.
- I. Nothing herein shall be deemed to transfer any legal or equitable ownership of any equipment utilized pursuant to this Agreement from one cooperating agency to the other. Further, nothing herein

shall be deemed to confer any agency or employer/employee relationship or status upon the personnel of the cooperating agency while providing assistance to the cooperating agency under this Agreement.

- J. A cooperating agency shall not be required to respond to a request for assistance if, in the opinion of the cooperating agency, providing the assistance would interfere with or jeopardize the police protection and safety of the citizens or property within the jurisdiction normally served by that cooperating agency, or if the requested assistance is otherwise unavailable.
- K. Nothing in this Agreement is intended to be, nor shall it be construed to be, a relinquishment or transfer, expressly or by implication, of any of the powers or functions of the cooperating agency.
- L. In no event shall this Agreement confer upon any person, corporation, or entity, whether private or government, the right to damages against the cooperating agency for any acts, omissions or conduct, except as expressly provided in this Agreement.
- M. Each party to this Agreement shall bear all court costs, defense costs, and liability for its own law enforcement officers, agents and/or employees for acts undertaken pursuant to this Agreement unless such act was ordered by the commanding officer of the assisted agency; but if such act was not ordered by the commanding officer of the assisted agency, each agrees, to the extent permitted by law, to indemnify and hold the other harmless of and from any claims, lawsuits and/or causes of action arising out of the acts, omissions and conduct of its own officers, agents and/or employees. In the event that an act or acts undertaken pursuant to this Agreement is ordered by the commanding officer directing the voluntary cooperation or operational assistance situation, any defense or court costs and liability that might arise shall be the responsibility of the agency employing the commanding officer. However, nothing contained herein shall be construed to waive or modify the provisions of F.S. 768.28 or the doctrine of sovereign immunity as to any party hereto.
- N. The pay status of the exchanged employee under the employee interchange shall be administered pursuant to Section 112.24(3)(a) F.S.
- O. The employee interchanged with the receiving City shall continue to be deemed to be an employee of the sending City for all pay and benefit purposes and all labor contracts then in force will continue to be in force regarding said employee and shall continue to be the

employee of the sending City, except that the supervision of the said employee during the period of the exchange will be under the control of the receiving City.

- P. In order to provide legal status for the police officer operating outside his or her normal jurisdiction, the receiving City shall insure that the exchanged employee is under the continuing supervision of a sworn police officer of the receiving City for the purposes of insuring that the exchanged employee shall have the appropriate authority to act as a police officer within the receiving jurisdiction.
- Q. Upon specific agreement between the parties as to a particular exchange, the receiving City may pay all employee benefits, travel expenses and other costs and expenses of the exchanged employee during the time of such exchange, upon invoice from the sending City.
- R. Except as is specifically otherwise provided herein, the provisions of Chapter 112.24(3) and (4) are incorporated herein by reference and shall govern the employment status, benefits, reimbursement of expenses and other details of the employee interchange between the parties.
- S. This Agreement shall constitute the entire understanding between the parties and any oral or written agreements heretofore exchanged between the parties are deemed to be merged herein. Any modification to this Agreement shall require a document in writing executed with the same formality as this Agreement.
- T. Nothing herein shall be deemed to waive the sovereign immunity provisions applicable to the parties and specifically the provisions of Chapter 768 of the Florida Statutes.
- U. Nothing herein shall be deemed to be for the benefit of any third party.
- V. During the term of the interchange of employees, the sending City may recall any of the employees exchanged hereunder for any reason deemed to be appropriate by the sending City and there shall be no entitlement to such interchange by the receiving City and any claim for additional costs or other damage because of the recall of an exchanged employee are hereby specifically waived by the receiving City.

- W. Each party will be responsible for its own negligence and shall indemnify the other party for liability attributable to the party charged with such negligence.
- X. This agreement shall be binding upon the parties from the date of execution by a party hereto and shall continue in full force and effect until terminated as provided herein below.
- Y. This agreement shall be binding upon the parties from the date of execution and shall continue in full force and effect until January 31, 2026. However, any party hereto may withdraw or cancel such party's participation pursuant to this agreement without liability to any other parties hereto by providing written notice of such withdrawal no less than ten (10) days prior thereto.
- Z. This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing signed by both of the parties hereto.

VIII. Severability

If any provision of this Agreement shall be declared invalid for any reason, such invalidity shall not affect any of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause their signatures to be affixed:

CITY OF TARPON SPRINGS, FLORIDA

By: _____

Mayor, Chris Alahouzos

By: _____

City Manager, Mark LeCouris

By: _____

Chief of Police, Robert P. Kochen

ATTEST:

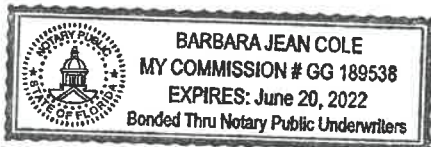
City Clerk

Approved as to form:

City Attorney

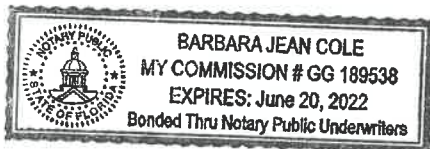
STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 15th day of December, 2020, by CHRIS ALAHOUZOS, the Mayor of the city of Tarpon Springs, who (☒) is personally known or () has produced a Florida Driver's License or _____ as identification.



STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 15th day of December, 2020, by MARK LECOURIS, the City Manager of the city of Tarpon Springs, who (☒) is personally known or () has produced a Florida Driver's License or _____ as identification.



Notary Public
My Commission Expires:

Notary Public
My Commission Expires:

CITY OF NEW PORT RICHEY, FLORIDA

By: [Signature]
Mayor/Commissioner

By: [Signature]
City Manager

By: [Signature]
Chief of Police

ATTEST:

[Signature]
City Clerk

Approved as to form:

[Signature]
City Attorney

STATE OF FLORIDA
COUNTY OF PASCO

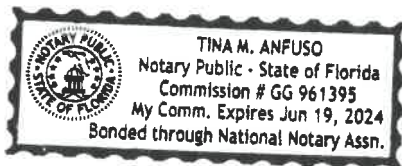
The foregoing instrument was acknowledged before me this 5th day of January, 2020, by Rob Marowe, the Mayor of the City of New Port Richey, who (☒) is personally known or () has produced a Florida Driver's License or _____ as identification.

[Signature]
Notary Public
My Commission Expires:

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 5th day of January, 2020, by Debbie L. Manns, the City Manager of the City of New Port Richey, who (☒) is personally known or () has produced a Florida Driver's License or _____ as identification.

[Signature]
Notary Public
My Commission Expires:





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: 8/6/2024
RE: Amended and Restated Pasco County Law Enforcement Mutual Aid Agreement.

REQUEST:

The request before the council is to approve the amended and restated Pasco County Law Enforcement Mutual Aid Agreement (MAA), which expires on June 30, 2029.

DISCUSSION:

Recently the Florida Sixth District Court of Appeals decided State vs. Repple, which held that a law enforcement officer has no jurisdiction or authority to take “police action” or collect evidence outside of their jurisdiction, even when the crime occurred within their jurisdiction. The “Repple” decision conflicts with the Florida Fifth District Court of Appeals ruling in State vs. Torres, and the legal conflict has been certified to the Florida Supreme Court. At this time, it is uncertain if the Florida Supreme Court will exercise jurisdiction and resolve the conflict.

Pasco County resides in the Florida Second District Court of Appeals jurisdiction, which has not weighed in on “Repple.” To be proactive, many government entities in the Tampa Bay area are amending current law enforcement MAA’s to avoid potential legal conflicts with the “Repple” decision.

The amended and restated Pasco County Law Enforcement MAA accomplishes the following:

- There is language to address and enhance the powers of participating law enforcement agencies due to the “Repple” decision in Section VII – Extraterritorial Power by Municipalities.
- The Pasco County Sheriff’s Office is offering the New Port Richey Police Department (as stated in the MAA) access to their prisoner transportation service at no cost.
- The amended and restated MAA will replace the current Pasco County Law Enforcement MAA once signed by all the participating municipalities and Sheriff Nocco.

City Attorney Tim Driscoll reviewed the MAA before you and approved its substantive content.

RECOMMENDATION:

Approve the amended and restated Pasco County Law Enforcement Mutual Aid Agreement (MAA), which expires on June 30, 2029.

BUDGET/FISCAL IMPACT:

No Budget Impact.

ATTACHMENTS:

Description	Type
▢ Pasco County Restated Law Enforcement Mutual Aid Agreement	Backup Material

**FIRST AMENDED AND RESTATED PASCO
COUNTY LAW ENFORCEMENT MUTUAL AID
AGREEMENT**

THIS FIRST AMENDED AND RESTATED AGREEMENT is made and entered into by and between the listed Pasco County municipalities in Pasco, County, Florida and CHRIS NOCCO, as Sheriff of Pasco County, Florida. The purpose of this agreement is to address voluntary cooperation, extra jurisdictional investigations, emergency operational assistance, and traffic enforcement or crash investigations on contiguous ways.

WITNESSETH

WHEREAS, Part I, Chapter 23 of the Florida Statutes, the "Florida Mutual Aid Act", authorizes law enforcement agencies to enter into agreements for voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines by and between such agencies, to such unlawful activities and to enter into an operational assistance agreement whereby each agency may request and render law enforcement assistance to the other law enforcement agency during emergencies under s. 252.34, Florida Statutes; and

WHEREAS, the Pasco Sheriff's Office and the listed municipal law enforcement agencies in Pasco County recognize that an increasing number of criminals are operating across jurisdictional lines and that there is a need for a continuing multi-jurisdictional response to such unlawful activities; and

WHEREAS, the Pasco Sheriff's Office and the listed municipal law enforcement agencies in Pasco County desire to secure the benefits of such mutual aid for their respective jurisdictions; and

WHEREAS, the Pasco Sheriff's Office and the listed municipal law enforcement agencies in Pasco County recognize that there is a need for continuing multi-jurisdictional; response to persons who are involved in traffic accidents on or who are operating vehicles in violation of traffic laws on streets, roads, or other traveled ways, including the right-of-way thereof, that are adjacent to or that form the boundary between unincorporated and incorporated areas of Pasco County; and

WHEREAS, the Pasco Sheriff's Office and the listed municipal law enforcement agencies in Pasco County determine that it is in the best interest of the health, safety and welfare of the citizens of the municipality and of the citizens of Pasco County to enter into a Voluntary Cooperation Agreement and Operational Assistance Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants expressed herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

- I. The parties to this Agreement are as follows:

- a. Chris Nocco, as Sheriff of Pasco County, Florida;
- b. The City of Dade City, Pasco County, Florida;
- c. The City of New Port Richey, Pasco County, Florida;
- d. The City of Port Richey, Pasco County, Florida;
- e. The City of Zephyrhills, Pasco County, Florida.

II. The Law Enforcement agencies participating in and subject to this Agreement, and their respective commanders, are as follows:

- a. The Pasco Sheriff's Office - Sheriff;
- b. The Dade City, Pasco County, Florida Police Department-Chief of Police;
- c. The New Port Richey, Pasco County, Florida Police Department - Chief of Police;
- d. The Port Richey, Pasco County, Florida Police Department - City Manager; and
- e. The Zephyrhills, Pasco County, Florida Police Department - Chief of Police.

111. Provisions for Voluntary Cooperation

- a. The Pasco Sheriff's Office and the listed municipal law enforcement agencies Pasco County hereby approve and enter into this Agreement authorizing the other to request law enforcement assistance from and to render law enforcement assistance to the other in dealing with any violations of Florida Statutes, to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, Florida Statutes and backup services during patrol activities, and inter-agency task forces and/or joint investigations.

JV. Routine Law Enforcement Matters

- a. Any party to this agreement may request the voluntary assistance and cooperation of another party to this agreement relating to routine law enforcement matters involving more than one jurisdiction.

V. In-Progress Crime Assistance

- a. Whenever a law enforcement officer from one jurisdiction views a felony or a misdemeanor involving a breach of the peace occurring in the jurisdiction of the other, the law enforcement officer may physically arrest the perpetrator and preserve the crime scene. The arresting law enforcement officer shall immediately notify the agency of the jurisdiction in which the incident occurred. Control of both the persons apprehended and the crime scene will be relinquished to the first available officer from the jurisdiction in which the

incident occurred. If that jurisdiction advises that they decline to dispatch an officer to the scene, the officer on the scene shall complete the investigation, issue any and all necessary citations or notices to appear or effect an arrest, collect and preserve evidence, take custody of any contraband article as defined in Section 932.701 (2), Florida Statutes, and/or take such action as is necessary and appropriate to protect the health and safety of the public as such may be appropriate to the particular circumstances. The jurisdiction taking law enforcement action shall, at the conclusion of the investigation, notify the jurisdiction in which the incident occurred of the law enforcement action taken. Whenever remaining at the scene exposes either the law enforcement officer or the subject to imminent physical danger, the subject and any physical evidence or contraband article may be transported or otherwise relocated in accordance with normal procedure.

- b. All fines shall accrue to the jurisdiction where the offense occurred. In order to facilitate the proper disposition of fines, each ticket written by municipal officers shall indicate the name of the city in which the infraction occurred or, if the incident occurred in the unincorporated area of Pasco County, the ticket should note that clearly on the face thereof.

VI. Forfeiture Proceedings and Equitable Sharing

- a. All real and personal property seizures and subsequent forfeitures pursuant to the Florida Contraband Forfeiture Act stemming from any investigation and/or arrest pursuant to law enforcement action taken under this agreement will be first reviewed by the Pasco Sheriff's Office's Legal Department to determine whether the Pasco Sheriff's Office will initiate forfeiture action. Any law enforcement officer initiating forfeiture proceedings when taking law enforcement action pursuant to this MOU will notify the Pasco Sheriff's Office's Legal Department of their intentions and the administrative agency's forfeiture policies and reports will be utilized. The agencies agree to divide any forfeiture proceeds in equitable shares. Equitable shares must bear a reasonable relationship to that agency's direct and active participation in the investigation or law enforcement effort resulting in the forfeiture. The Pasco Sheriff's Office is the deciding authority to determine equitable shares by comparing the number of work hours expended by each agency actively participating in the investigation, arrest, and/or seizure. Equitable distribution of any such funds will be less the cost of administrative and filing fees, not to include salaries. This MOU does not preclude a participating agency from initiating forfeiture proceedings within their respective jurisdictions outside the scope of this MOU.

VII. Extraterritorial Powers by Municipalities

- A. On-duty officers from one jurisdiction are authorized to conduct investigations into criminal activity that occurs within their jurisdiction and to make arrests related to those investigations in the other party's jurisdiction in accordance with the following:

1. Actions Not Requiring Notification to the Pasco Sheriff's Office:

- a. Driving Under the Influence (DUI) (Misdemeanor or Felony) investigations: A municipal officer from one jurisdiction conducting a DUI investigation which occurred in the municipal officer's jurisdiction is authorized to continue their investigation to comply with Florida Statute 316.1932 regarding breath, urine, and/or blood testing and may, at any time related to the investigation, perform any investigative function, including the collection of evidence and suspect interview and exercise all police powers related to the investigation outside of their jurisdiction anywhere in Pasco County and does not need to notify the Pasco Sheriff's Office as outlined in Section 2.
- b. Direct Transportation of Arrestees: Municipal officers may transport arrestees from a municipal jurisdiction into the county jurisdiction to a county jail for incarceration and booking, or to a medical facility for medical treatment or required jail medical clearance and may, at any time during the transportation, perform any investigative function, including a suspect interview and exercise all police powers related to the investigation outside of their jurisdiction anywhere in Pasco County and does not need to notify the Pasco Sheriff's Office as outlined in Section 2, provided the transportation is directly from the place of arrest to the jail or medical facility as outlined above.

2. Actions Requiring Notification:

- a. Investigations Requiring Notification: If a municipal officer from one jurisdiction is conducting an investigation regarding criminal activity that occurred within the municipal jurisdiction, the officer and all other officers from the same agency, retain jurisdiction and may, at any time related to the investigation, perform any investigative function, including the collection of evidence and questioning of victims, witnesses, and suspects, and exercise all

police powers related to the investigation outside of their jurisdiction anywhere in Pasco County and, as soon as practicable, shall notify the Pasco Sheriff's Office dispatch of their intent to conduct such extraterritorial investigation. The notification must include the location and nature of the investigation to ensure proper coordination and jurisdictional awareness.

VIII. Traffic Control Assistance

- A. Whenever a traffic accident involving suspected injuries of a serious nature reported to the jurisdiction in which the accident occurred and that law enforcement agency is unable to provide the immediate response necessary to render aid to the injured or prevent further injury, the cooperating agency may be contacted for assistance. The cooperative effort shall be restricted to necessary first aid and traffic direction, except as otherwise specified in Section X of this Agreement.

IX. Hazardous Traffic Conditions Assistance

- A. Where an automated traffic control device located in the jurisdiction of a cooperating agency has malfunctioned and such malfunction poses a hazard to vehicular or pedestrian traffic, an on-duty, uniformed, officer of the other cooperating agency may immediately commence to divert or direct traffic or take such other action as is reasonably necessary to reduce the hazard to the traveling public. Such law enforcement officer shall immediately notify the agency in whose jurisdiction the device is located of the malfunction and the action being taken. Upon arrival of an officer from the agency with original jurisdiction, the cooperating officer shall relinquish control of the area.

X. Traffic Accident Investigations and Enforcement of Traffic Laws on Contiguous Ways

- A. When a traffic accident occurs on a contiguous way, a uniformed, on-duty officer from a cooperating agency may commence necessary first aid and traffic control. The law enforcement officer on the scene shall contact the jurisdiction in which the accident occurred. If that jurisdiction declines to dispatch an officer to the scene, the officer on the scene shall proceed to work the accident, to issue any and all necessary citations, notices to appear or to effect arrests; collect and preserve evidence, take custody of any contraband article as defined in §932.701(2), Florida Statutes, and/or to take such action as is necessary and appropriate to protect the health and safety of the public as such may be appropriate to the particular circumstances. The jurisdiction taking law enforcement action shall, at the conclusion of the event, notify the jurisdiction in which the event occurred of the law enforcement action taken.

- B. When a uniformed, on-duty law enforcement officer of a cooperating agency observes a traffic infraction occurring on a contiguous way, such officer may take appropriate action to enforce the traffic laws of the state and issue any and all necessary citations, notices to appear or to effect arrests; collect and preserve evidence, take custody of any contraband article as defined in §932.701(2), Florida Statutes, and/or to take such action as is necessary and appropriate to protect the health and safety of the public as such may be appropriate to the particular circumstances. Such officer shall promptly notify the jurisdiction in which the violation occurred of the incident and the action taken.
- C. On-duty law enforcement officers of a participating agency enforcing traffic laws and conducting traffic accident investigations pursuant to this section shall be under the direction and authority of the commanding officers of their employing agency.
- D. All fines shall accrue to the municipality or unincorporated area where the offense occurred. In order to facilitate the proper disposition of fines, each ticket written by municipal officers shall indicate the name of the city in which the infraction occurred, or, if the incident occurred in the unincorporated area of the county, the ticket should note that clearly on the face thereof.
- E. "Contiguous way" in this section means those streets, roads, or other traveled ways, including the right-of-way thereof, that are adjacent to or that form the boundary between the municipality and unincorporated Pasco County.
- F. The terms set out in this section shall constitute the procedures for requesting and for authorizing assistance. No formal request or authorization, except as set forth in this section, shall be necessary to implement the traffic accident investigations and enforcement of traffic laws on contiguous ways.

XI. Inter-Agency Joint Task Forces

- A. Law enforcement officers assigned to joint task force operations pursuant to this Agreement may enforce all state laws while engaged in the joint task force operation and shall take enforcement action in accordance with law, including but not limited to, taking custody of any offender, evidence, or contraband article as defined in Section 932.701(2), Florida Statutes, and completing appropriate documentation.
- B. Law enforcement officers assigned to joint task force operations pursuant to this Agreement shall be under the supervision of those individuals specified

in the joint-task force operational plan approved by the cooperating agencies participating in the joint task force.

- C. Except as otherwise outlined in a joint task force agreement, any current or subsequent joint task force operations agreements entered into by the Parties for joint law enforcement operations in Pasco County shall be subject to the terms and conditions of this MOU.

XII. Marine Violations

- A. Municipal law enforcement officers of a cooperating agency may enforce all state boating and marine fishery laws and county boating ordinances on the waterways of the other cooperating agency as long as such violations occur on waterways contiguous to and in view of the jurisdiction of the officer's employing agency. In the case of a felony or a misdemeanor involving a breach of peace, control of the person(s) apprehended and the crime scene will be relinquished to the first available officer from the jurisdiction in which the incident occurs. Cases involving only a minor violation may be concluded at the scene by the issuance of a Boating Citation or Notice to Appear.

XIII. Law Enforcement Emergencies

- A. Each of the cooperating agencies may request law enforcement assistance from and render law enforcement assistance to the other cooperating agency in a law enforcement emergency, including but not limited to:
 - 1. Civil affray and disobedience, disturbances, riots, large protest demonstrations or controversial trials.
 - 2. Any natural or man-made disaster.
 - 3. Incidents which require rescue operations and crowd and traffic control measures such as activities related to large-scale evacuations, aircraft and ship disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical and hazardous waste spills, and major electrical power failures.
 - 4. Terrorist activities including acts of sabotage.
 - 5. Escapes from and disturbances within any local or state detention

facilities.

6. Hostage and barricaded subject situations.
 7. Incidents requiring utilization or specialized units; e.g., underwater recovery, aircraft, ordinance disposal, crisis management, and emergency response teams.
- B. A law enforcement emergency is any situation which exceeds the capability of the local agency to counteract effectively.
 - C. Upon request for assistance to the chief of police or his/her designee or the sheriff or his/her designee, the law enforcement personnel and equipment of the cooperating law enforcement agency shall be dispatched to the location within the specified request.
 - D. A request for assistance made under this Section shall specify the number of personnel and type and amount of equipment needed, the location to which the personnel and equipment are to respond and the official to whom they are to report. Nevertheless, the number of personnel and amount and type of equipment which are actually furnished shall be determined by the law enforcement agency to who the request is made.
 - E. If requested, law enforcement officers rendering assistance shall assist in the transportation and processing of prisoners in situations involving mass arrests and, if necessary, in the operation of temporary detention facilities.
 - F. The cooperating agency's personnel and equipment shall be released by the requesting party when assistance is no longer needed or when such personnel and equipment are needed in the jurisdiction in which they normally furnish law enforcement protection. Should the need arise, the cooperating agency may, at any time, recall personnel and equipment to the jurisdiction in which they are normally employed.
 - G. Resources which may be available under this Section shall include, but are not limited to, personnel, marked or unmarked vehicles, 4-wheel drive vehicles, police patrol boats, K-9 units, aircraft, and national/state/county/city computer networks.
 - H. Law enforcement officers rendering assistance shall complete written reports as if they were performing their duties in the jurisdiction in which they are normally employed. Copies of these reports shall be furnished to the agency requesting assistance within a reasonable time. Additionally,

officers rendering assistance shall prepare such reports as the agency requesting assistance may reasonably require.

XIV. Arrestee Transportation Operational Guidelines

- A. The Pasco Sheriff's Office contracts with a third party vendor for arrestee transportation. The Pasco Sheriff's Office is willing to share these services with the municipalities under the following terms and conditions:
1. The Pasco Sheriff's Office shall have the first priority in the utilization of arrestee transportation.
 2. The Pasco Sheriff's Office reserves the right to rescind a municipality's participation in the arrestee transportation program at any time upon written notification to the municipality.
 3. Non-compliance with the terms of this section and/or the third party transportation criteria will result in the immediate suspension of a municipality's ability to participate in the arrestee transportation program.
 4. Municipalities who utilize the services of the Pasco Sheriff's Office arrestee transportation services shall indemnify and hold harmless the Pasco Sheriff's Office from any and all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the municipality's use of the arrestee transportation program, provided that any such claims, damages, losses, or expenses are not caused by the negligence of the Pasco Sheriff's Office.
 5. Law enforcement personnel must conduct a thorough search of all individuals and their belongings, consistent with applicable law, prior to providing the individual for transport by the third party transportation service. This measure is to ensure the safety and security of all individuals involved in the transport.
- B. The third-party vendor shall establish specific criteria regarding which arrestees are eligible for transportation. A comprehensive list of these criteria will be provided to all participating municipalities to ensure adherence and uniform application of the transportation policy.

XV. Terms and Procedures

- A. A cooperating agency will answer a specific request for voluntary cooperation or operational assistance only to the extent that the available

personnel and equipment are not required for adequate protection of that agency. The commander of the agency, or the commander's designee, shall have the sole authority to determine the amount of personnel and equipment, if any, available to respond.

- B. A specific request for voluntary cooperation or operational assistance for law enforcement emergencies shall be made by the commander of the agency or the commander's designee.
- C. Voluntary cooperation can also be initiated, within the limitations as more fully stated above, by an officer who views an in-progress crime or a need for traffic control in the cooperating agency, or who views a traffic violation or traffic accident scene, or marine violation on a contiguous way. The supervising authority of that officer shall be notified immediately to enable a supervisor from the officer's agency to authorize and direct actions taken by the officer. An officer taking voluntary action should notify the communication liaison person in the assisted agency as soon as possible.
- D. Whenever the employees of any law enforcement agency are rendering aide outside its jurisdiction and pursuant to the authority contained in this Agreement, such employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the jurisdiction in which they are normally employed.
- E. Law enforcement officers or employees responding to a specific request for voluntary cooperation or operational assistance for law enforcement emergencies shall be under the direction and authority of the commanding officers of their own agency. However, no officer rendering assistance shall be required to perform, any act which would violate standard operating procedures or supervisory guidelines in the jurisdiction in which they are normally employed.
- F. All pension, insurance, relief, disability, workers' compensation, salary, death and other benefits which apply to the activities of officers, agents and employees performing duties in the jurisdiction in which they are normally employed shall apply to the same manner, degree and extent while such officers, agents and employees are rendering assistance under this Agreement. Notwithstanding the above, nothing contained herein is intended to limit either party's right to reimbursement for eligible costs as permitted by law.

- G. Each agency shall be responsible for its own operational costs and expenses in providing assistance under this Agreement and bearing its own costs associated with any loss or damage incurred to such jurisdiction's property equipment, or resources as a result of the use of such property during a voluntary cooperation or operational assistance situation. No financial charges shall be made by either party for assistance provided under this Agreement.
- H. Each party shall provide and carry liability insurance, workers' compensation insurance, self-insurance and other insurance necessary to assure that each party shall be protective and indemnified from any and all liabilities which may result by reason of activities which are the subject of this Agreement. Liability insurance shall be maintained in an amount not less than \$200,000 per person and \$300,000 per occurrence. Each party shall furnish satisfactory proof of insurance to the other party. "Insurance" may be procured either privately or pursuant to an approval self-insurance risk-financing program. Should any insurance policy or self-insurance program expire, be cancelled or undergo material change, the insured party shall, 30 days before such expiration, cancellation, or change, mail notice of the same to the other party.
- I. Nothing herein shall be deemed to transfer any legal or equitable ownership of any equipment utilized pursuant to this Agreement from one cooperating agency to the other. Further, nothing herein shall be deemed to confer any agency or employer/employee relationship or status upon the personnel of the cooperating agency while providing assistance to the cooperating agency under this Agreement.
- J. A cooperating agency shall not be required to respond to a request for assistance if, in the opinion of the cooperating agency, providing the assistance would interfere with or jeopardize the police protection and safety of the citizens or property within the jurisdiction normally served by that cooperating agency, or if the requested assistance is otherwise unavailable.
- K. Nothing in this Agreement is intended to be, nor shall it be construed to be, a relinquishment or transfer, expressly or by implication, of any of the powers or functions of the cooperating agency.
- L. In no event shall this Agreement confer upon any person, corporation, or entity, whether private or government, the right to damages against the cooperating agency for any acts, omissions or conduct, except as expressly provided in this Agreement.

- M. Each party to this Agreement shall bear all court costs, defense costs, and liability for its own law enforcement officers, agents and/or employees for acts undertaken pursuant to this Agreement unless such act was ordered by the commanding officer of the assisted agency; but if such act was not ordered by the commanding officer of the assisted agency, each agrees, to the extent permitted by law, to indemnify and hold the other harmless of and from any claims, lawsuits and/or causes of action arising out of the acts, omissions and conduct of its own officers, agents and/or employees. In the event that an act or acts undertaken pursuant to this Agreement is ordered by the commanding officer directing the voluntary cooperation or operational assistance situation, any defense or court costs and liability that might arise shall be the responsibility of the agency employing the commanding officer. However, nothing contained herein shall be construed to waive or modify the provisions of F.S. 768.28 or the doctrine of sovereign immunity as to any party hereto.
- N. This agreement shall be binding upon the parties from the date of execution by a party hereto and shall continue in full force and effect until terminated as provided herein below.
- O. This agreement shall be binding upon the parties from the date of execution and shall continue in full force and effect **until June 30, 2029**. However, any party hereto may withdraw or cancel such party's participation pursuant to this agreement without liability to the other party hereto by providing written notice of such withdrawal no less than ten (10) days prior thereto.
- P. This document reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing signed by all of the parties hereto. **Upon full execution by all the Parties, this First Amended and Restated Pasco County Law Enforcement Mutual Aid Agreement replaces the Mutual Aid Agreement in its entirety, and supersedes all Amendments executed subsequent to the Original Mutual Aid Agreement.**

XV. Severability

If any provision of this Agreement shall be declared invalid for any reason, such invalidity shall not affect any of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed.

In acknowledgment and execution of the First Amended and Restated Pasco County Law Enforcement Mutual Aid Agreement, I hereby set my hand and seal:

PASCO SHERIFF'S OFFICE

CHRIS NOCCO, SHERIFF

STATE OF FLORIDA
COUNTY OF PASCO

BEFORE ME, this, ____ day of _____, 2024 an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared, CHRIS NOCCO, Sheriff of Pasco County, Florida, who is personally known to me and who acknowledged he executed the foregoing Agreement.

Signature of Notary Public

(Seal)

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed.

In acknowledgment and execution of the First Amended and Restated Pasco County Law Enforcement Mutual Aid Agreement, I hereby set my hand and seal:

As to the City of Dade City:

Witness:

Witness:

James Shive, Mayor

Date

James Walters, Chief of Police

Date

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed.

In acknowledgment and execution of the First Amended and Restated Pasco County Law Enforcement Mutual Aid Agreement, I hereby set my hand and seal:

As to the City of New Port Richey:

Witness: _____	_____
	Alfred Davis, Mayor Date
Witness: _____	_____
	Robert Kochen, Chief of Police Date

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed.

In acknowledgment and execution of the First Amended and Restated Pasco County Law Enforcement Mutual Aid Agreement, I hereby set my hand and seal:

As to the City of Port Richey:

Witness: _____

Matthew Coppler, City Manager Date

Witness: _____

Ashlee McDonough, City Clerk Date

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed.

In acknowledgment and execution of the First Amended and Restated Pasco County Law Enforcement Mutual Aid Agreement, I hereby set my hand and seal:

As to the City of Zephyrhills:

Witness: _____

Melonie Monson, Mayor Date

Witness: _____

Derek Brewer, Chief of Police Date



NEW PORT RICHEY

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

TO: City of New Port Richey City Council
FROM: Robert M Rivera – Public Works Director
DATE: 8/6/2024
RE: 2024 Sanitary Sewer Lining Project Close Out

REQUEST:

Attached for your review and consideration for approval is a final pay request in the amount not to exceed \$192,345.00 and a deductive change order in the amount of \$79,607.00 from Granite Inliner, LLC for the completion of the 2024 sanitary sewer gravity main and stormwater pipe rehabilitation.

DISCUSSION:

Subsequent to Sewer Collections maintenance staff pipe inspections, severe deterioration of several existing gravity mains was identified in the North River, the Heights, Oak Hill Heights, and Edgewater Gardens neighborhoods and along the US Hwy 19 corridor. All of the gravity mains lined had extensive cracking, infiltration of water, sand, and root intrusion. Further deterioration of the gravity mains identified would have resulted in damage to streets and right of ways if not corrected. In addition, pipe conditions were the direct result of higher sewer lift station pump run times which increased the utilities operating and maintenance cost for equipment repair and treatment of the effluent. Finally, one stormwater pipe was lined in the North River neighborhood. Several depressions had opened up above the pipes and inspections verified the defective conditions that created the need for pipe lining.

As Council is aware, this type of project has been included annually in the Public Works Capital Improvement Program as a continual proactive approach to rehabilitate an aging infrastructure. This type of rehabilitation method has a considerable reduction in cost from traditional pipe laying construction because it eliminates the cost of restoration and allows the existing facilities to remain in place with no disruptions to the general public. For this project, 3,305 LF of eight-inch CIPP was installed and 51 sewer lateral reconnections were performed. Finally, 200 LF of 15" reinforced concrete pipe RCP was lined.

RECOMMENDATION:

Approval of the final pay request and deductive change order are recommended.

BUDGET/FISCAL IMPACT:

The annual program is identified in the City's current Capital Improvement Program. Funding is available in the Water & Sewer Revenue Fund Account No. 405965-46381 and the Stormwater Utility operating budget contractual services line-item No. 002103-43499.

ATTACHMENTS:

Description	Type
❑ Final Pay Request	Backup Material
❑ Deductive Change Order	Backup Material
❑ Project Site Maps	Backup Material

**CITY OF NEW PORT RICHEY, FLORIDA
CONTRACTOR'S APPLICATION FOR PAYMENT**

Gray Areas To Be Filled In By Contractor

Bid No. _____ Date 7/16/2024 Payment Number 1
 Application Period From 05/20/24 To 08/18/24
 Project Name 2024 Sewer Lining Project
 Account Number _____
 Owner: City of New Port Richey Phone No. (727)-841-4536
 Engineer: _____ Phone No. _____
 Contractor Inliner Solutions Phone No. (407)-472-0014

Contract Data

Bids Received	<u>11/17/2023</u>	No. <u>1</u>	Date <u>7/16/2024</u>	Time _____	Amount <u>(\$79,607.00)</u>
Contract Start Date	<u>1/4/2024</u>	No. _____	Date _____	Time _____	Amount _____
Notice to Proceed	<u>1/3/2024</u>	No. _____	Date _____	Time _____	Amount _____
Calendar Days for Completion	<u>180</u>	No. _____	Date _____	Time _____	Amount _____
Original Completion Date	<u>7/4/2024</u>	No. _____	Date _____	Time _____	Amount _____

Change Orders

Days Extension to Date	_____				
New Completion date	<u>6/18/2024</u>				

Summary of Project Status

Total Work Completed	<u>\$192,345.00</u>
Material Stored on Site	\$ _____
Total Earned to Date	\$ <u>192,345.00</u>
Less Retainage <u>0%</u>	\$ _____
Balance	\$ <u>192,345.00</u>
Less Previous Payments	\$ _____
Amount Due this Period	\$ <u>192,345.00</u>

CERTIFICATION OF CONTRACTOR

According to the best of knowledge and belief, I certify that this is a true and correct statement of work performed and materials delivered for the applications period stated above. I further certify that the Contractor has good title for all materials delivered under this Application for Payment, and there are no vendor liens, or other liens or rights to liens against this project, and that all previous payment requests received under this Contract have been applied to discharge in full all of the Contractor's obligations reflected in prior Applications for Payment, and that hourly wages paid to all employees on this project for the period of this Application are in accordance with the requirements of the Contract Documents.

Submitted for Payment:

Inliner Solutions
 (Contractor)
 By: Lee Duncan
 (Signature)
 Name: Lee Duncan
 (Print or type)
 Date: 7-18-2024

Recommended for Payment:

N/A
 (Design Professional)
 By: N/A
 (Signature)
 Name: N/A
 (Print or type)
 Date: N/A

Recommended for Payment:

City of New Port Richey
 (Project Manager)
 By: Mike Bryson
 (Signature)
 Name: Mike Bryson
 (Print or type)
 Date: 7-18-2024

Approved for Payment:

City of New Port Richey
 (Owner)
 By: Robert Rivera
 (Signature)
 Name: Robert Rivera
 (Print or type)
 Date: 07/19/2024

CONTRACT MODIFICATION
(FINAL CHANGE ORDER- DEDUCTIVE)

Contract Modification No.: 1

Date: 07/16/2024

Project Name: 2024 Sewer Lining Project

Project No: 24000656-00

Owner: City of New Port Richey

Contractor: Inliner Solutions

This is a Change Order to the Contract Amount and the Following Modifications to the Contract are hereby ordered:

Contract Amount

Contract Time (Cal. Days)

Original Contract Amount	\$ <u>271,952.00</u>	Original Duration	<u>180</u>	Days
Previous Change Orders (Add)	\$ <u>0.00</u>	Previous Change Orders (Add)	<u>0</u>	Days
This Change Order (Deduct)	\$ <u>(79,607.00)</u>	This Change Orders (Add)	<u>0</u>	Days
Revised Contract Amount	\$ <u>192,345.00</u>	Revised Contract Time	<u>180</u>	Days

The Final Contract Completion Date is:

June 18, 2024

Contractor's Certification

By executing this Change Order, the contractor acknowledges and agrees that the stipulated price and/or time adjustment includes the costs and delays for all work contained in the Change order, including costs and delays associated with the interruption of schedules, extended overheads, delay, and cumulative impacts or ripple effect on all other non-effected work under this contract. Signing of the Change order constitutes full changes and constitutes full and mutual accord and satisfaction for the adjustment in contract price or time as a result of increases or decreases in costs and time or performance caused directly and indirectly from the change, subject to the current scope of the entire work as set forth in the contract documents.

Recommended By:

Public Works Director Robert M Rivera

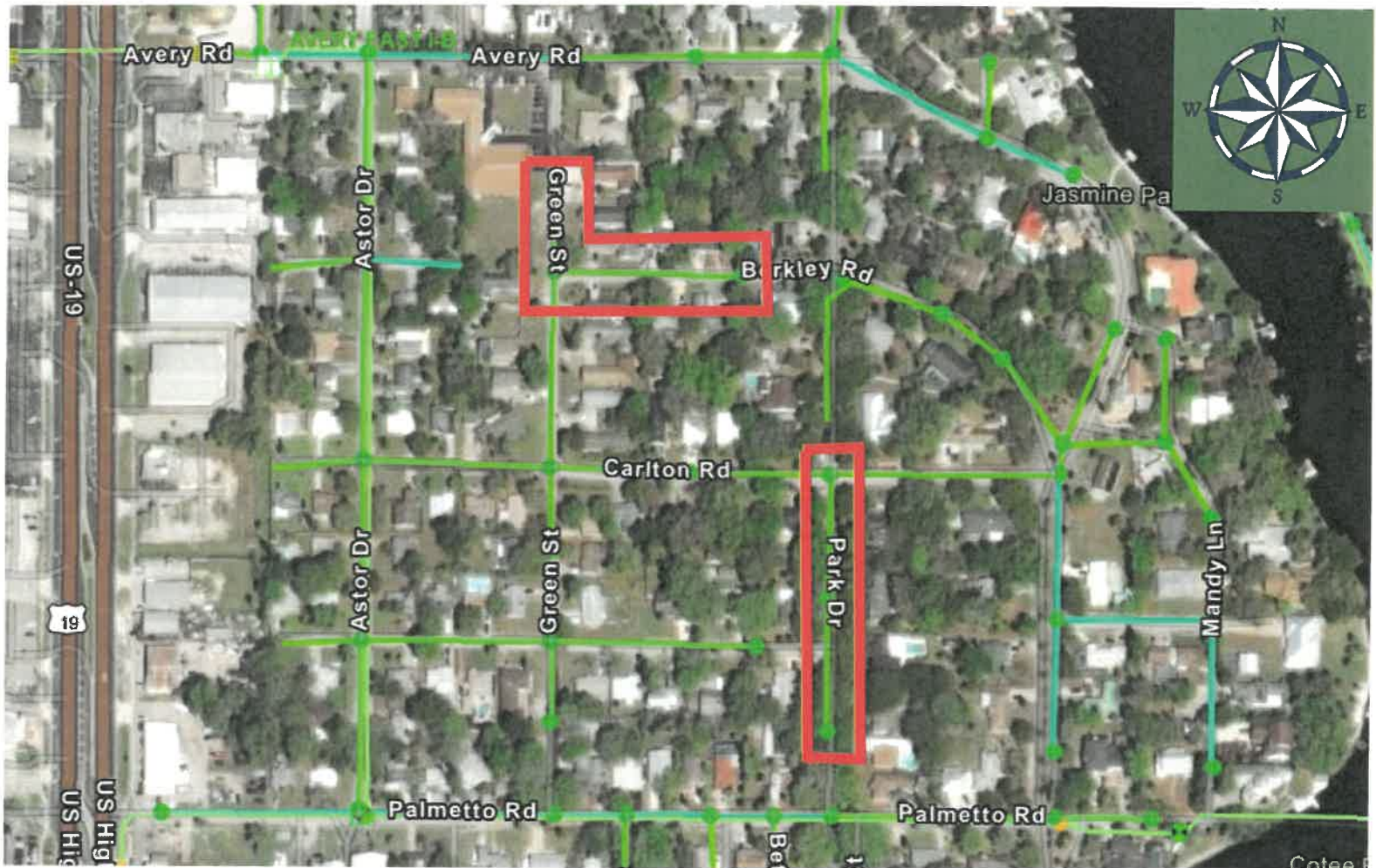
Utilities Manager Mike Bryson

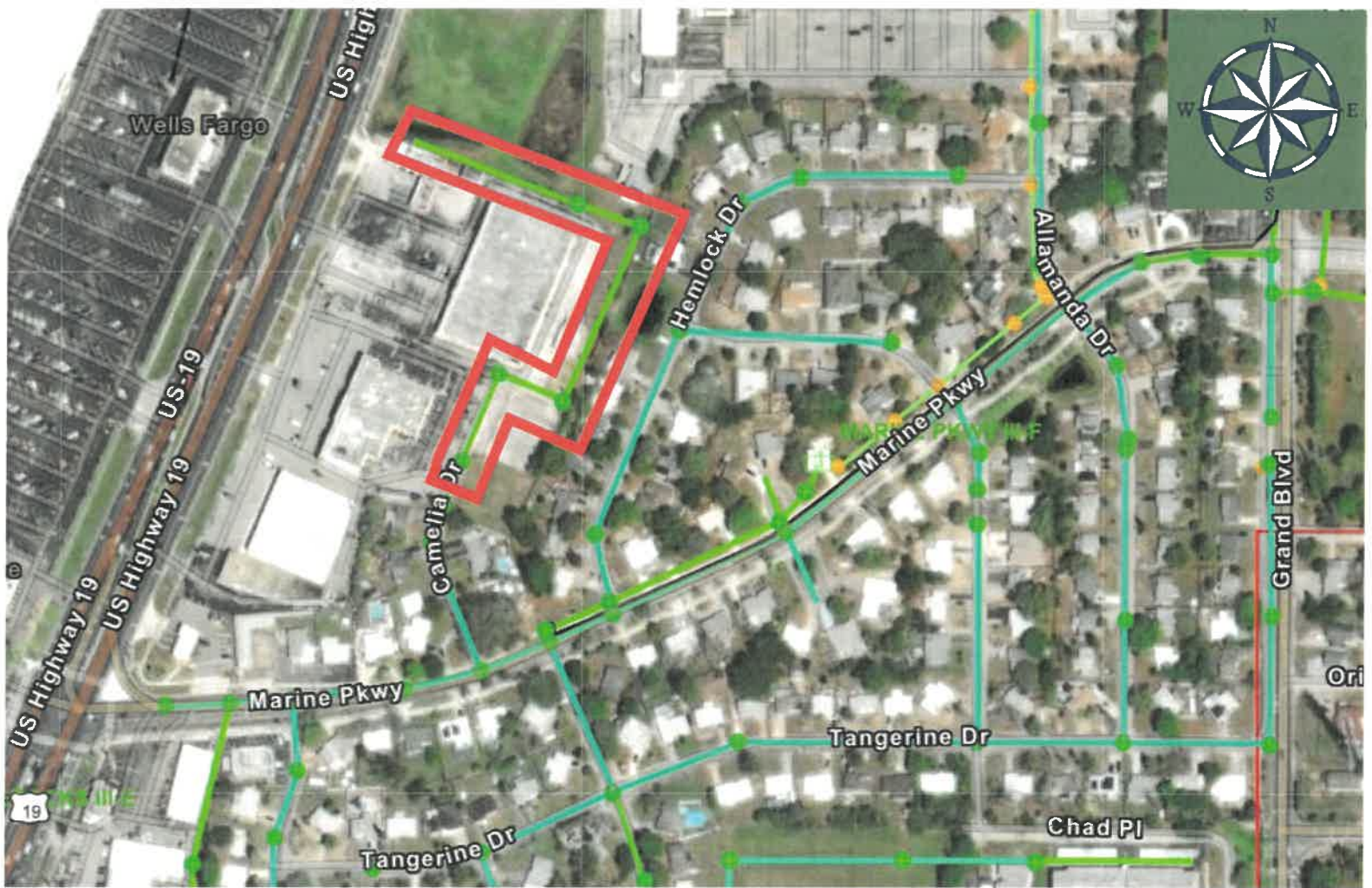
By: 

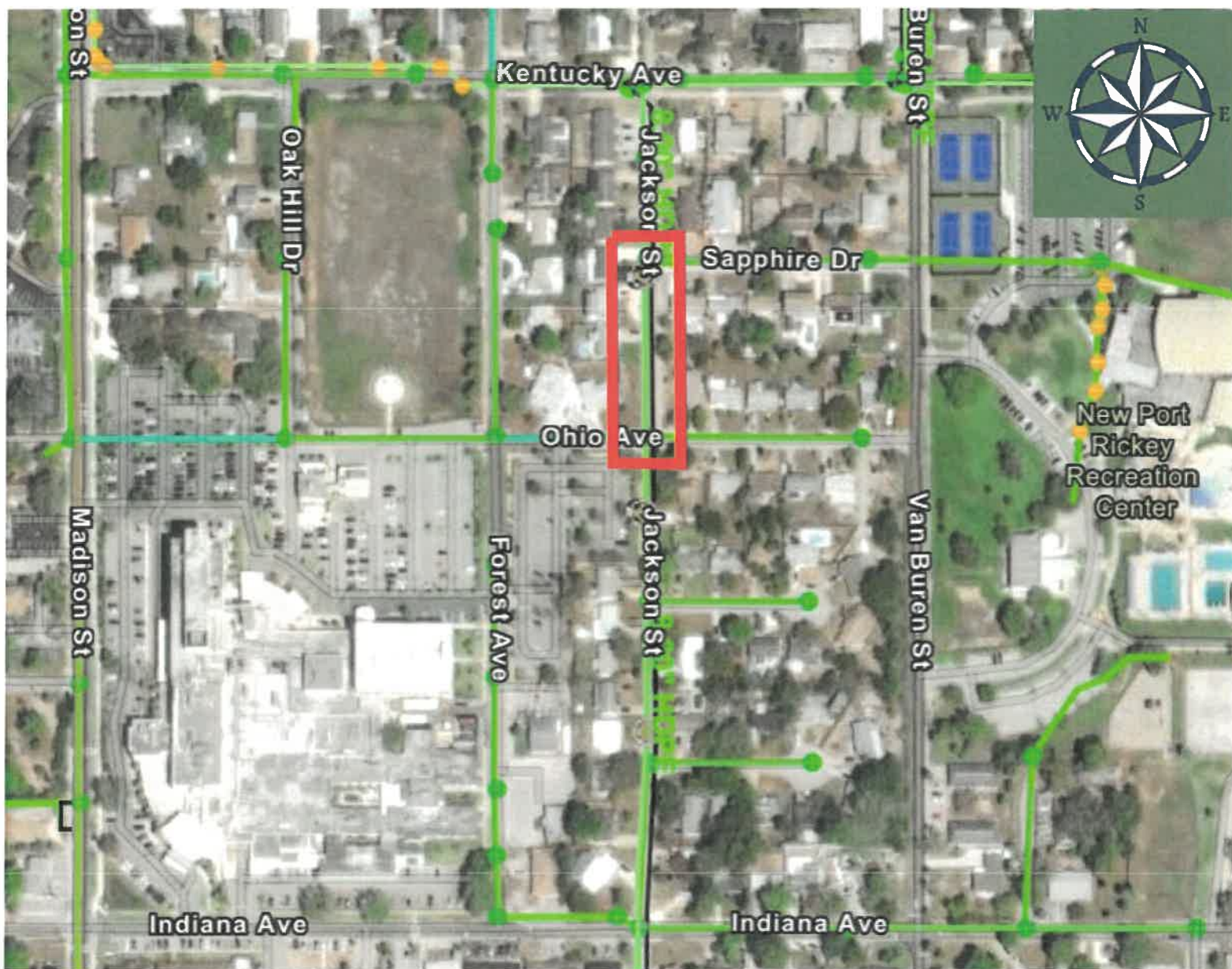
By: 

Date: 7/16/2024

Date: 7/16/2024

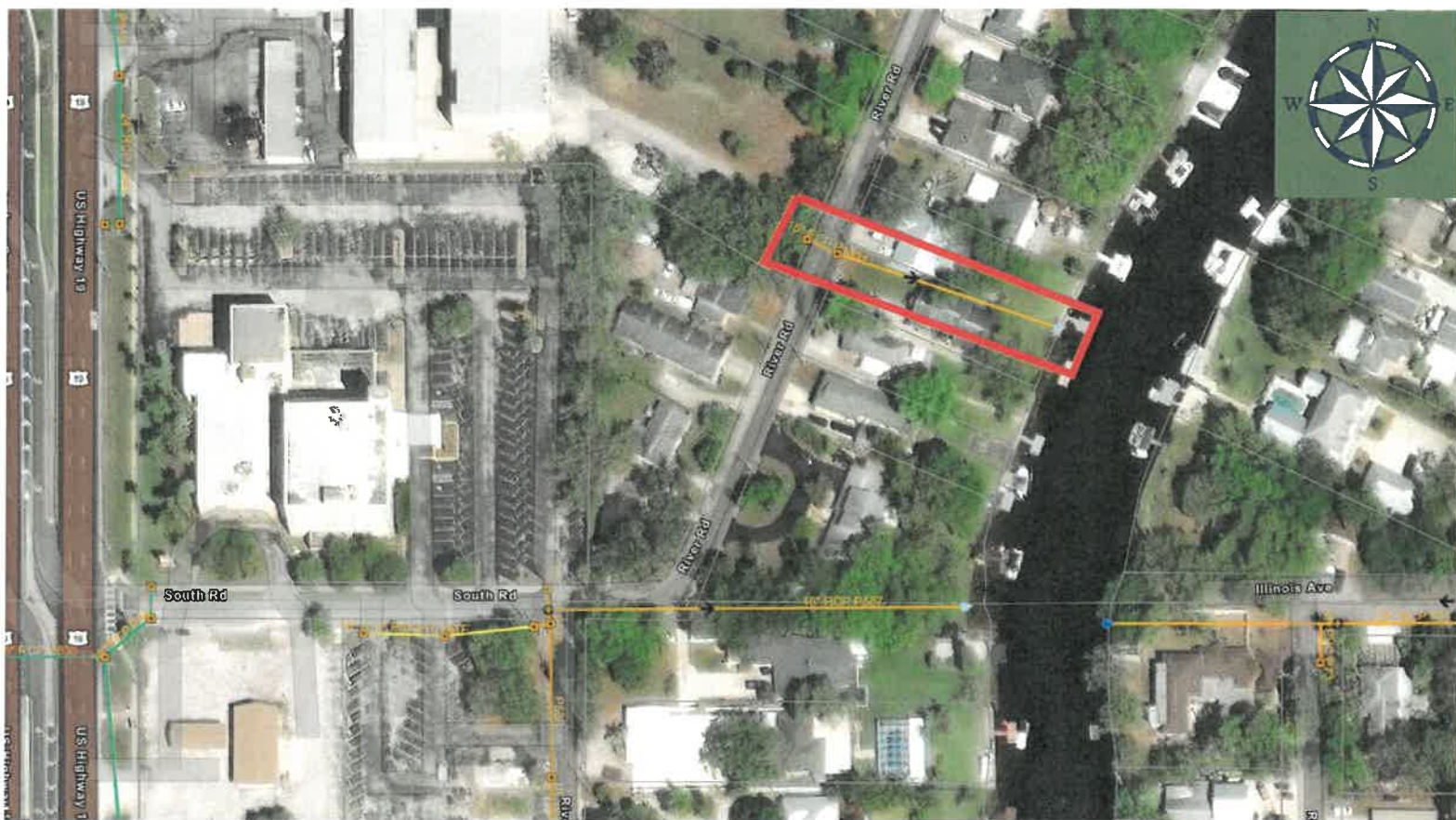














NEW PORT RICHEY

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

TO: City of New Port Richey City Council
FROM: Robert M Rivera – Public Works Director
DATE: 8/6/2024
RE: ITB24-021 Little Road Water System Interconnect Project Bid Award

REQUEST:

The request of staff for City Council is to review and to consider approval the low bid in the amount not to exceed \$995,868.50 and award the contract to QRC, Incorporated for the construction of the Little Road Water System Interconnect project.

DISCUSSION:

On Friday, July 12, 2024, four (4) competitive bids were opened by the City. The project bids received ranged from a low bid of \$995,868.50 to a high bid of \$1,109,916.00. The Engineer of Record has reviewed the bid documents required for each submission, verified line-item dollar amounts, and determined that QRC, Incorporated's bid submission is correct. Subsequent to the engineer's reference review and discussion with the contractor, it has been determined that QRC, Incorporated is capable of meeting the contract requirements of this project.

The scope of deliverables for the project includes work within the roadway, maintenance of traffic, valve removal, valve installations, a temporary bypass assembly, and demolishing the existing interconnect. The replacement of the existing standard potable bulk meter with a smart bulk meter and the installation of a pressure sustaining valve. This project is part of several phases to upgrade the City's interconnections. These interconnects contain antiquated meter technology as well as valve and bypass systems that have served their useful life and are no longer dependable.

RECOMMENDATION:

Approval of the low bid and award of the contract are recommended.

BUDGET/FISCAL IMPACT:

Funding for this project is made available in the Water and Sewer Capital Construction Program line item #405535-46381-0960.

ATTACHMENTS:

Description	Type
❑ Simple Bid Tabulation Sheet	Backup Material
❑ Engineer's Bid Recommendation Memorandum	Backup Material
❑ Project Site Map	Backup Material



TO: Debbie L. Manns, City Manager
FROM: Judy Meyers, City Clerk
CC: Robert Rivera, Public Works Director
Kate Wendt, Sr. Administrative Assistant
DATE: July 12, 2024
RE: Bid Opening: ITB24-021 Little Road Interconnect Project

Bids for ITB24-021 Little Road Interconnect Project were received by 2:00 p.m. on Thursday, July 11, 2024. The bid opening took place on Friday, July 12, 2024 at 2:00 p.m. in City Hall Council Chambers.

Present were Sr. Administrative Assistant Kate Wendt, Construction Services Manager Martin Field and City Clerk Judy Meyers.

Bids were announced and opened from the following entities:

BIDDERS	BID
DB Civil Construction, LLC 4475 US 1 Soth, Suite 707 St. Augustine, FL 32086	\$999,999
Garney Companies, Inc. 370 East Crown Point Rd. Winter Garden, FL 34787	\$1,109,875
Midsouth, Inc. PO Box 1330 Bushnell, FL 33513	\$1,091,916
QRC, Inc. 2326 Sofia Drive Lutz, FL 33558	\$995,868.50

The apparent low bidder was QRC, Inc. with a total bid of \$995,868.50. The bid opening concluded at 2:05 p.m.



BID ITEM: Little Road Water System Interconnect Project
BID NUMBER: ITB24-021
BID OPENING: July 12, 2024 at 2:00 p.m., City Council Chambers
DEPARTMENT: Public Works

NUMBER OF BIDS: 4

BIDDERS	BID	NON-COLLUSION	PUBLIC ENTITY	DRUG FREE
DB Civil Construction, LLC 4475 US 1 Soth, Suite 707 St. Augustine, FL 32086	\$999,999	✓	✓	✓
Garney Companies, Inc. 370 East Crown Point Rd. Winter Garden, FL 34787	\$1,109,875	✓	✓	✓
Midsouth, Inc. PO Box 1330 Bushnell, FL 33513	\$1,091,916	✓	✓	✓
QRC, Inc. 2326 Sofia Drive Lutz, FL 33558	\$995,868.50	✓	✓	✓

Only offers received timely as of the deadline for receipt of bid are accepted. All others submitted in response to this solicitation, if any, are hereby rejected as late.

WITNESSED BY:

July 18, 2024

Mr. Robert M. Rivera
Public Works Director
City of New Port Richey
6420 Pine Hill Road
Port Richey, Florida 34668

RE: Bid Recommendation – 2022 Little Road Water System Interconnect Modification

Mr. Rivera:

On July 12, 2024 at 2:00 PM local time, bid proposals were opened for the above referenced project. From the bid tabulation results, there were a total of four (4) bids. The distribution of bids was within a similar bid range with the high bid being \$1,109,875.00 and the low bid being \$995,868.50. We believe the lowest bid is accurate for the work to be performed. Attachment A shows the bid tabulation results containing the 4 bidders' names and the bid prices.

It is our understanding that the City intends to award the contract to the bidder with the lowest total base bid. The lowest total base bid of \$995,868.50, submitted by **QRC, Inc.** appears to be a reasonable price for this project's scope of work. The City has not worked with this company before, but has verified their work quality through discussions with their current client references. I have discussed the bid with **QRC, Inc.** and have been assured that they understand the bid documents and are comfortable with their bid amount and the work that is expected by the City.

Therefore, I am confident that **QRC, Inc.** is qualified and capable of performing all of the work described in the bid documents and recommend that the City of New Port Richey award this project to them in the amount of nine hundred ninety five thousand eight hundred sixty eight dollars and fifty cents (\$995,868.50).

Sincerely,

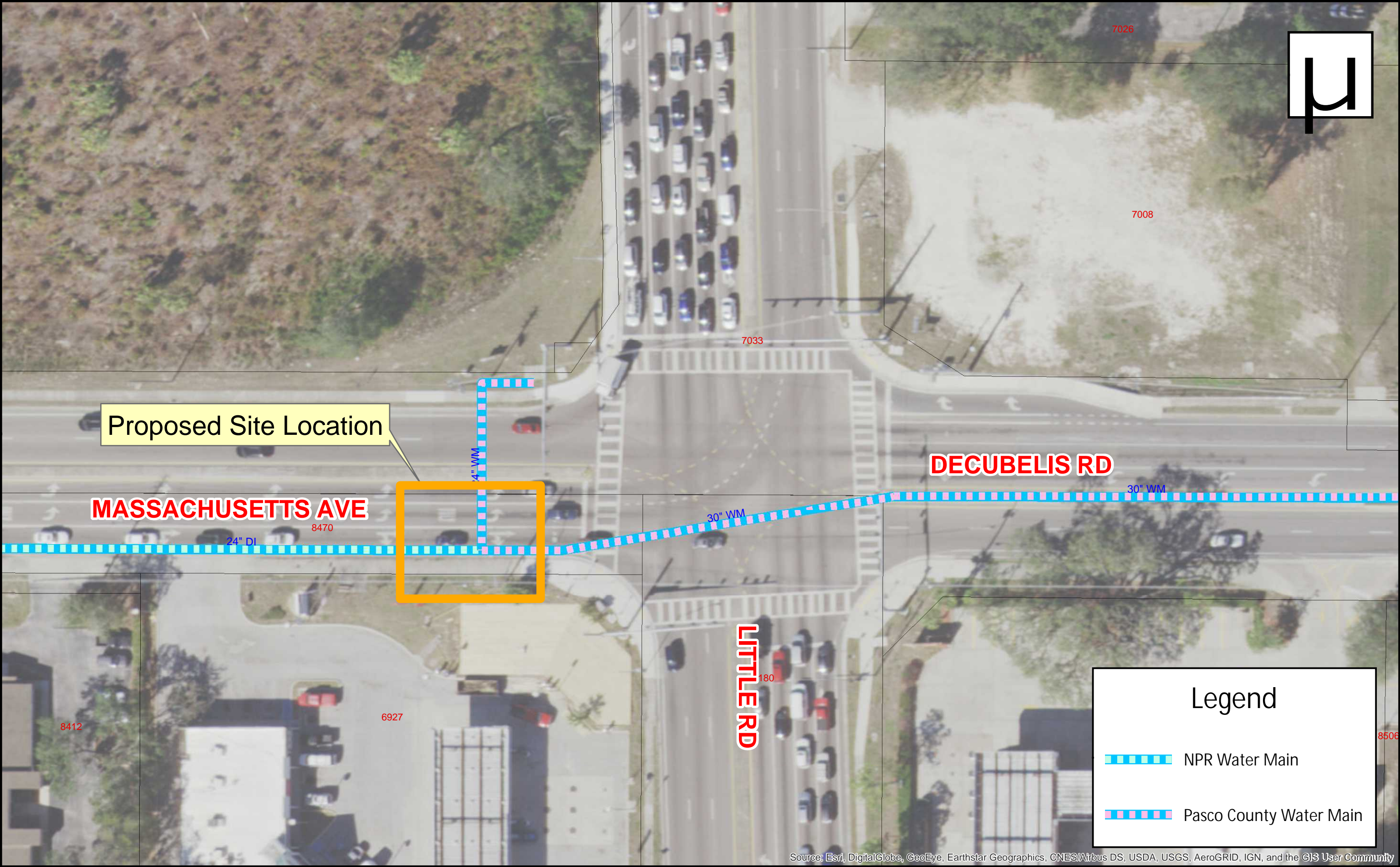


Brent A. Heath, P.E.
Senior Engineer

BID NO. 24-021
2022 LITTLE ROAD WATER SYSTEM INTERCONNECT MODIFICATIONS
BID TABULATION DETAIL
7/12/24 2:00PM

BID ITEMS		QUANTITY	UNIT	QRC		DB CIVIL CONSTRUCTION		MIDSOUTH		GARNEY COMPANIES	
Item No.	Description of Items With Price Bid in Words			UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
2022 LITTLE ROAD WATER SYSTEM INTERCONNECT MODIFICATIONS											
1	Mobilization/Demobilization	1.00	LS	\$ 39,000.00	\$ 39,000.00	\$ 40,049.00	\$ 40,049.00	\$ 32,830.00	\$ 32,830.00	\$ 43,000.00	\$ 43,000.00
2	Construction Survey, Layout, & Record Drawings	1.00	LS	\$ 50,000.00	\$ 50,000.00	\$ 6,500.00	\$ 6,500.00	\$ 9,330.00	\$ 9,330.00	\$ 4,000.00	\$ 4,000.00
3	Maintenance of Traffic	1.00	LS	\$ 68,000.00	\$ 68,000.00	\$ 24,000.00	\$ 24,000.00	\$ 73,790.00	\$ 73,790.00	\$ 32,000.00	\$ 32,000.00
4	Environmental Protection	1.00	LS	\$ 21,000.00	\$ 21,000.00	\$ 3,500.00	\$ 3,500.00	\$ 10,040.00	\$ 10,040.00	\$ 3,000.00	\$ 3,000.00
5	Performance & Payment Bonds	1.00	LS	\$ 15,500.00	\$ 15,500.00	\$ 10,000.00	\$ 10,000.00	\$ 12,660.00	\$ 12,660.00	\$ 9,850.00	\$ 9,850.00
6	F&I D.I. Fittings (C153)										
	30"x24" MJ Tee	1.00	EA	\$ 31,000.00	\$ 31,000.00	\$ 29,000.00	\$ 29,000.00	\$ 14,310.00	\$ 14,310.00	\$ 18,000.00	\$ 18,000.00
	30"x24" MJ Reducer	1.00	EA	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 9,620.00	\$ 9,620.00	\$ 9,000.00	\$ 9,000.00
	30" MJ Sleeve	1.00	EA	\$ 17,500.00	\$ 17,500.00	\$ 17,500.00	\$ 17,500.00	\$ 11,460.00	\$ 11,460.00	\$ 9,800.00	\$ 9,800.00
	30" Spool Pipe	3.00	EA	\$ 5,834.00	\$ 17,502.00	\$ 10,000.00	\$ 30,000.00	\$ 22,900.00	\$ 68,700.00	\$ 6,000.00	\$ 18,000.00
	24" MJ Sleeve	2.00	EA	\$ 12,000.00	\$ 24,000.00	\$ 11,000.00	\$ 22,000.00	\$ 7,230.00	\$ 14,460.00	\$ 6,500.00	\$ 13,000.00
	24" Spool Pipe	4.00	EA	\$ 4,000.00	\$ 16,000.00	\$ 9,000.00	\$ 36,000.00	\$ 8,280.00	\$ 33,120.00	\$ 5,000.00	\$ 20,000.00
7	F&I Gate Valves										
	24-Inch Dia.	2.00	EA	\$ 48,900.00	\$ 97,800.00	\$ 49,000.00	\$ 98,000.00	\$ 32,660.00	\$ 65,320.00	\$ 28,000.00	\$ 56,000.00
	30-Inch Dia.	1.00	EA	\$ 87,331.50	\$ 87,331.50	\$ 67,000.00	\$ 67,000.00	\$ 58,910.00	\$ 58,910.00	\$ 53,000.00	\$ 53,000.00
8	F&I Concrete Thrust Blocks	1.00	LS	\$ 50,000.00	\$ 50,000.00	\$ 24,000.00	\$ 24,000.00	\$ 71,550.00	\$ 71,550.00	\$ 19,000.00	\$ 19,000.00
9	F&I Pipe Connections										
	24-Inch Dia.	2.00	EA	\$ 12,500.00	\$ 25,000.00	\$ 18,000.00	\$ 36,000.00	\$ 19,720.00	\$ 39,440.00	\$ 12,000.00	\$ 24,000.00
	30-Inch Dia.	1.00	EA	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 26,300.00	\$ 26,300.00	\$ 12,000.00	\$ 12,000.00
10	F&I Line Stop and Bypass Piping Assembly	1.00	LS	\$ 180,000.00	\$ 180,000.00	\$ 291,650.00	\$ 291,650.00	\$ 219,830.00	\$ 219,830.00	\$ 542,000.00	\$ 542,000.00
11	Remove and Dispose of Existing Pipe, Valves, and Fittings	1.00	LS	\$ 7,000.00	\$ 7,000.00	\$ 18,000.00	\$ 18,000.00	\$ 13,690.00	\$ 13,690.00	\$ 75,500.00	\$ 75,500.00
12	Remove & Replace Asphalt Pavement	280.00	SY	\$ 213.00	\$ 59,640.00	\$ 280.00	\$ 78,400.00	\$ 150.70	\$ 42,196.00	\$ 160.00	\$ 44,800.00
13	Mill & Replace Asphalt Pavement	175.00	SY	\$ 171.40	\$ 29,995.00	\$ 180.00	\$ 31,500.00	\$ 159.80	\$ 27,965.00	\$ 83.00	\$ 14,525.00
14	F&I Thermoplastic Pavement Markings	1.00	LS	\$ 12,000.00	\$ 12,000.00	\$ 6,000.00	\$ 6,000.00	\$ 11,180.00	\$ 11,180.00	\$ 5,000.00	\$ 5,000.00
15	Remove & Replace Signal Loops	1.00	LS	\$ 17,000.00	\$ 17,000.00	\$ 10,000.00	\$ 10,000.00	\$ 26,000.00	\$ 26,000.00	\$ 5,000.00	\$ 5,000.00
16	Remove and Replace Concrete Sidewalk	800.00	SF	\$ 16.00	\$ 12,800.00	\$ 18.00	\$ 14,400.00	\$ 78.10	\$ 62,480.00	\$ 12.00	\$ 9,600.00
17	Remove and Replace Concrete Curb	100.00	LF	\$ 165.00	\$ 16,500.00	\$ 60.00	\$ 6,000.00	\$ 210.60	\$ 21,060.00	\$ 68.00	\$ 6,800.00
18	F&I Bahia Sod	1000.00	SF	\$ 2.00	\$ 2,000.00	\$ 5.00	\$ 5,000.00	\$ 25.30	\$ 25,300.00	\$ 2.00	\$ 2,000.00
19	Remove & Dispose Solid Rock along Pipe Route, Replace with Suitable Trench Material	50.00	CY	\$ 142.00	\$ 7,100.00	\$ 60.00	\$ 3,000.00	\$ 451.70	\$ 22,585.00	\$ 40.00	\$ 2,000.00
20	Remove & Replace Unsuitable Trench Foundation Material	50.00	CY	\$ 137.00	\$ 6,850.00	\$ 45.00	\$ 2,250.00	\$ 239.80	\$ 11,990.00	\$ 120.00	\$ 6,000.00
21	Remove & Replace Unsuitable Trench Backfill Material	50.00	CY	\$ 47.00	\$ 2,350.00	\$ 45.00	\$ 2,250.00	\$ 116.00	\$ 5,800.00	\$ 60.00	\$ 3,000.00
22	Allowance for Extra Work Authorized by Owner	1.00	LS	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
TOTAL BASE BID					\$ 995,868.50		\$ 999,999.00		\$ 1,091,916.00		\$ 1,109,875.00

2021 Little Road Water Main Interconnection Modifications Task Order Site Map





NEW PORT RICHEY

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

TO: City of New Port Richey City Council

FROM: Debbie L. Manns, ICMA-CM, City Manager

DATE: 8/6/2024

RE: Interlocal Agreement with Pasco County for the Annexation of an Enclave and the Transfer of Public Roads Jurisdiction in the Town and Country Villas Area

REQUEST:

Consider entering an Interlocal Agreement with Pasco County for the Annexation of an Enclave and the Transfer of Public Roads Jurisdiction in the Town and Country Villas Area.

DISCUSSION:

In respect to the annexation of the area commonly referred to as Leisure Lane/Van Doren Avenue or Town and Country Villas (see attached map) the City and the County have established an agreement which assigns responsibility to each party for certain improvements to the property.

RECOMMENDATION:

The recommendation is to authorize entering an Interlocal Agreement with Pasco County for the Annexation of an Enclave and the Transfer of Public Roads Jurisdiction in the Town and Country Villas Area.

BUDGET/FISCAL IMPACT:

The financial impact associated with this agenda item will be a source of revenue

ATTACHMENTS:

Description	Type
☐ Interlocal Agreement for the Annexation of an Enclave and the Transfer of Public Roads Jurisdiction in the Town and Country Villas Area	Backup Material
☐ Project Area Map	Backup Material

**INTERLOCAL AGREEMENT BETWEEN
PASCO COUNTY, FLORIDA, AND THE CITY OF NEW PORT RICHEY, FLORIDA
FOR THE ANNEXATION OF AN ENCLAVE AND THE TRANSFER OF
PUBLIC ROADS JURISDICTION**

THIS INTERLOCAL AGREEMENT is made and entered into by Pasco County, a political subdivision of the State of Florida (the “County”) and the City of New Port Richey, Florida, a municipal corporation existing under the laws of the State of Florida, (the “City”).

WHEREAS, City has identified unincorporated developed and improved real properties that are enclosed within and bounded on all sides by the City which constitutes an enclave as defined by Section 171.031(13) of the Florida Municipal Annexation or Contraction Act (Part I of Chapter 171 Florida Statutes), hereinafter referred to as the “Enclave; and

WHEREAS, Leisure Lane and Van Doren Avenue are located completely within the Enclave but pursuant to Section 335.0415, Florida Statutes, are the County’s responsibility for operation and maintenance; and

WHEREAS, the Enclave is legally described in Exhibit “A” attached hereto and shown in the survey map attached hereto as Exhibit “B”; and

WHEREAS, the annexation of the Enclave into the City will help to eliminate confusion over the extent of the City’s boundaries, improve the delivery of governmental services to the subject properties, and provide the affected property owners the opportunity to avail themselves of the City’s services; and

WHEREAS, this Agreement is adopted pursuant to Section 163.01, Florida Statutes (the “Florida Interlocal Cooperation Act of 1969”); and

WHEREAS, this Agreement is entered into in accordance with the purpose, intent, provisions, and requirements of Chapter 171 (the Florida Municipal Annexation or Contraction Act) and Section 335.0415, Florida Statutes; and

WHEREAS, this Agreement is in the public interest, safety and welfare of the residents and citizens of the County and the City.

NOW THEREFORE, in consideration of these premises and for good and valuable consideration, the receipt of which is hereby acknowledged by all parties, the parties hereby agree, stipulate and covenant as follows:

1. The foregoing Whereas clauses are incorporated herein.
2. As of the Effective Date, the jurisdiction of Leisure Lane and Van Doren Avenue shall be transferred from the County to the City.
3. As of the Effective Date, the Enclave is hereby annexed into the City and the municipal boundaries of the City shall be amended to incorporate the same.
4. The survey map attached hereto as Exhibit "B" is provided for illustrative purposes, only, and the legal descriptions shown in Exhibit "A" shall be controlling as to the properties annexed by this Agreement.
5. The Enclave is contiguous to the City's boundaries, reasonably compact, developed for urban purposes, under 110 acres, and not within the boundaries of another municipality.
6. The City has prepared a plan for the extension of municipal services to the Enclave as of the Effective Date.
7. The County Comprehensive Land Use Plan and Land Development Code shall control and govern the Enclave until such time as City has adopted Comprehensive Plan and Land Development Code amendments that include and govern the Enclave.

8. The Enclave shall be subject to the taxes, debts and ad valorem taxation of the City upon the Effective Date.

9. Upon the Effective Date, the Enclave shall be subject to all laws, ordinances and regulations in the City and shall be entitled to the same privileges and benefits as other parts of the City.

10. Upon the Effective Date, the Enclave shall be required to contract with one of City's approved solid waste haulers to provide for solid waste collection at said property.

11. The County acknowledges that the City's Community Redevelopment Area (hereinafter "CRA") boundaries encompass the entire corporate boundaries of the City, and that the City intends to amend its Community Redevelopment Plan (hereinafter "CRP") to expand the CRA boundaries to add the Enclave. The County does not have competing policy goals and plans for the public funds the County would be required to deposit to the City's community redevelopment trust fund under the proposed modification to the CRP to include the Enclave within the CRA.

12. The change in the City boundaries shall be provided in a revised ordinance under Section 10.06 of the City Charter pertaining to City corporate boundaries and shall be filed as a revision to the City Charter with the Department of State within thirty days of the approval of the ordinance amending the City corporate boundaries and the execution of this Agreement by both parties, and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

13. The City agrees to rezone all parcels within the Enclave to a zoning district that prohibits mobile homes.

14. None of the Enclave is located within an independent special district.

15. All notices and clarifications required under this Agreement shall be directed to the following officials:

For Pasco County:	County Administrator 8731 Citizens Dr., Suite 350 New Port Richey, Florida 34654
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For the City of New Port Richey:	City Manager City of New Port Richey 5519 Main Street New Port Richey, Florida 34652
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16. This Agreement shall be governed by the laws of the State of Florida. All legal actions to enforce this Agreement shall be held in Pasco County. No remedy conferred in this Agreement is intended to be exclusive of any other remedy, at law or in equity or by statute or otherwise. No exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

17. If any item or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, such item or provision shall be deemed a separate, distinct and independent item or provision and such holding shall not effect the remainder of this Agreement, or the further application of such terms or provision, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

18. This Agreement shall become effective upon filing with the Clerk of the Circuit Court for Pasco County pursuant to Section 163.01(11), Florida Statutes. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Any party hereto may execute this Agreement by signing any one counterpart. The effective date

of the annexation provided under this Agreement shall be the first day of October, 2024 (the "Effective Date").

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

SIGNATURES APPEAR ON THE FOLLOWING PAGE

(SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS

BY: _____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

BY: _____
Ronald E. Oakley, Chairman

DATE: _____

[SEAL]

ATTEST:

CITY OF NEW PORT RICHEY, FLORIDA

BY: _____
Judy Meyers, as City Clerk

BY: _____
Alfred C. Davis, as Mayor-Council member

DATE: _____

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: _____
Timothy P. Driscoll, as City Attorney

Exhibit "A"

ENCLAVE AREA NO. 1

TOWN AND COUNTRY VILLAS AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, A PORTION OF CROSS BAYOU DRIVE, A PORTION OF GULF DRIVE, A PORTION OF DETROIT AVENUE, A PORTION OF TRACTS 32 AND 53, TAMPA AND TARPONS SPRINGS LAND COMPANY SUBDIVISION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 1, PAGES 68 THROUGH 70 OF SAID PUBLIC RECORDS, AND A PORTION OF TOWN AND COUNTRY VILLAS SOUTH ADDITION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 119 OF SAID PUBLIC RECORDS, ALL LYING IN SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 73, TOWN AND COUNTRY VILLAS SOUTH ADDITION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 119 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SAID POINT BEING ON THE NORTH BOUNDARY LINE OF TRACT 56 OF THE TAMPA AND TARPON SPRINGS LAND COMPANY'S SUBDIVISION OF SECTION 8 AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 1, PAGES 68 THROUGH 70 OF SAID PUBLIC RECORDS FOR A POINT OF BEGINNING; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID TRACT 56 NORTH 89°40'39" WEST, A DISTANCE OF 25.00 FEET TO THE CENTERLINE OF DETROIT AVENUE; THENCE ALONG SAID CENTERLINE NORTH 00°28'43" EAST, A DISTANCE OF 989.20 FEET TO THE CENTERLINE OF GULF DRIVE; THENCE CONTINUE NORTH 00°28'43" EAST, A DISTANCE OF 25.00 FEET TO THE SOUTHWEST CORNER OF TOWN AND COUNTRY VILLAS AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 9 OF SAID PUBLIC RECORDS; THENCE ALONG THE WEST BOUNDARY LINE OF SAID TOWN AND COUNTRY VILLAS NORTH 00°28'43" EAST, A DISTANCE OF 990.50 FEET TO THE NORTHWEST CORNER OF SAID TOWN AND COUNTRY VILLAS, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF CROSS BAYOU DRIVE; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID CROSS BAYOU DRIVE NORTH 89°33'21" WEST, A DISTANCE OF 101.90 FEET; THENCE NORTH 00°28'43" EAST, A DISTANCE OF 60.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID CROSS BAYOU DRIVE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE SOUTH 89°33'21" EAST, A DISTANCE OF 538.60 FEET; THENCE SOUTH 00°30'31" WEST, 60.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID CROSS BAYOU DRIVE, SAID POINT BEING THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 6642, PAGE 0235 OF SAID PUBLIC RECORDS; THENCE ALONG THE WEST BOUNDARY LINE OF THE PARCELS DESCRIBED IN OFFICIAL RECORDS BOOK 6642, PAGE 0235, OFFICIAL RECORDS BOOK 9616, PAGE 2231, OFFICIAL RECORDS BOOK 4250, PAGE 0048 SOUTH 00°30'31" WEST, A DISTANCE OF 300.24 FEET TO THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4250, PAGE 0048; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL SOUTH 89°33'21" EAST, A DISTANCE OF 358.54 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 19 (STATE ROAD 55) AS SHOWN ON THE RIGHT-OF-WAY MAPS, SECTION 14030-2151, DATED 9-15-59; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°20'33" EAST, A DISTANCE OF 740.58 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID GULF DRIVE; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID GULF DRIVE NORTH 89°33'17" WEST, A DISTANCE OF 269.33 FEET TO THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1216, PAGE 0021 OF SAID PUBLIC RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID PARCEL SOUTH 00°20'51" WEST, A DISTANCE OF 125.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL NORTH 89°33'17" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE ALONG THE WEST BOUNDARY LINE OF SAID PARCEL NORTH 00°20'51" EAST, A DISTANCE OF 125.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID GULF DRIVE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 89°33'17" WEST, A DISTANCE OF 178.84 FEET TO A

POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH LEISURE LANE AS SHOWN ON THE PLAT OF SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°28'43" WEST, A DISTANCE OF 153.55 FEET TO THE NORTHEAST CORNER OF LOT 44 OF SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID LOT 44 NORTH 89°40'39" WEST, A DISTANCE OF 77.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 44; THENCE ALONG THE WEST BOUNDARY LINE OF SAID LOT 44 AND THE WEST BOUNDARY LINE OF LOT 43 SOUTH 00°28'43" WEST, A DISTANCE OF 76.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 43; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 43 SOUTH 89°40'39" EAST, A DISTANCE OF 77.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 43; THENCE ALONG THE EAST BOUNDARY LINE OF LOT 42 OF SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION SOUTH 00°28'43" WEST, A DISTANCE OF 38.00 FEET TO A POINT ON THE INTERSECTION WITH THE WEST EXTENSION OF THE SOUTH BOUNDARY LINE LOT 7 SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 7 AND ITS WEST EXTENTION SOUTH 89°40'39" EAST, A DISTANCE OF 129.46 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE ALONG THE EAST BOUNDARY LINE OF SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION SOUTH 00°20'51" WEST, A DISTANCE OF 152.00 FEET TO THE SOUTHEAST CORNER OF LOT 11 OF SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 11 NORTH 89°40'39" WEST, A DISTANCE OF 79.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE ALONG THE WEST BOUNDARY LINE OF SAID LOT 11 NORTH 00°28'43" EAST, A DISTANCE OF 38.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 11, SAID POINT BEING ON THE EAST EXTENTION OF THE NORTH BOUNDARY LINE OF LOT 38; THENCE ALONG SAID NORTH BOUNDARY LINE AND ITS EAST EXTENSION NORTH 89°40'39" WEST, A DISTANCE OF 127.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 38; THENCE ALONG THE WEST BOUNDARY LINE OF SAID LOT 38 AND THE WEST BOUNDARY LINE OF LOT 37 SOUTH 00°28'43" WEST, A DISTANCE OF 76.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 37; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 37 SOUTH 89°40'39" EAST, A DISTANCE OF 77.50 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH LEISURE LANE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°28'43" WEST, A DISTANCE OF 391.76 FEET TO THE NORTH BOUNDARY LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 7472, PAGE 0376 OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTH AND WEST BOUNDARY LINES OF SAID PARCEL THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) NORTH 89°40'39" WEST, A DISTANCE OF 205.00 FEET; (2) NORTH 00°28'43" EAST, A DISTANCE OF 12.00 FEET; (3) NORTH 89°40'39" WEST, A DISTANCE OF 77.50 FEET; (4) SOUTH 00°28'43" WEST, A DISTANCE OF 126.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 23.6 ACRES MORE OR LESS.

(CLOSES 0.005' J.M.M.)

1. THIS SKETCH IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED UPON THE PLAT BEARING OF NORTH 89°40'39" WEST, FOR THE SOUTH BOUNDARY LINE OF TOWN AND COUNTRY VILLAS SOUTH ADDITION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 119 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

Exhibit "B"

SKETCH OF

ENCLAVE AREA NO. 1

TOWN AND COUNTRY VILLAS AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, A PORTION OF CROSS BAYOU DRIVE, A PORTION OF GULF DRIVE, A PORTION OF DETROIT AVENUE, A PORTION OF TRACTS 32 AND 53, TAMPA AND TARPONS SPRINGS LAND COMPANY SUBDIVISION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 1, PAGES 68 THROUGH 70 OF SAID PUBLIC RECORDS, AND A PORTION OF TOWN AND COUNTRY VILLAS SOUTH ADDITION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 119 OF SAID PUBLIC RECORDS, ALL LYING IN SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID CROSS BAYOU DRIVE NORTH 89°33'21" WEST, A DISTANCE OF 101.90 FEET; THENCE NORTH 00°28'43" EAST, A DISTANCE OF 60.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID CROSS BAYOU DRIVE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE SOUTH 89°33'21" EAST, A DISTANCE OF 538.60 FEET; THENCE SOUTH 00°30'31" WEST, 60.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID CROSS BAYOU DRIVE, SAID POINT BEING THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 6642, PAGE 0235 OF SAID PUBLIC RECORDS; THENCE ALONG THE WEST BOUNDARY LINE OF THE PARCELS DESCRIBED IN OFFICIAL RECORDS BOOK 6642, PAGE 0235, OFFICIAL RECORDS BOOK 9616, PAGE 2231, OFFICIAL RECORDS BOOK 4250, PAGE 0048 SOUTH 00°30'31" WEST, A DISTANCE OF 300.24 FEET TO THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4250, PAGE 0048; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL SOUTH 89°33'21" EAST, A DISTANCE OF 358.54 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 19 (STATE ROAD 55) AS SHOWN ON THE RIGHT-OF-WAY MAPS, SECTION 14030-2151, DATED 9-15-59; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°20'33" EAST, A DISTANCE OF 740.58 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID GULF DRIVE; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID GULF DRIVE NORTH 89°33'17" WEST, A DISTANCE OF 269.33 FEET TO THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1216, PAGE 0021 OF SAID PUBLIC RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID PARCEL SOUTH 00°20'51" WEST, A DISTANCE OF 125.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL NORTH 89°33'17" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE ALONG THE WEST BOUNDARY LINE OF SAID PARCEL NORTH 00°20'51" EAST, A DISTANCE OF 125.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID GULF DRIVE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 89°33'17" WEST, A DISTANCE OF 178.84 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH LEISURE LANE AS SHOWN ON THE PLAT OF SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°28'43" WEST, A DISTANCE OF 153.55 FEET TO THE NORTHEAST CORNER OF LOT 44 OF SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID LOT 44 NORTH 89°40'39" WEST, A DISTANCE OF 77.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 44; THENCE ALONG THE WEST BOUNDARY LINE OF SAID LOT 44 AND THE WEST BOUNDARY LINE OF LOT 43 SOUTH 00°28'43" WEST, A DISTANCE OF 76.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 43; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 43 SOUTH 89°40'39" EAST, A DISTANCE OF 77.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 43; THENCE ALONG THE EAST BOUNDARY LINE OF LOT 42 OF SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION SOUTH 00°28'43" WEST, A DISTANCE OF 38.00 FEET TO A POINT ON THE INTERSECTION WITH THE WEST EXTENSION OF THE SOUTH BOUNDARY LINE LOT 7 SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 7 AND ITS WEST EXTENSION SOUTH 89°40'39" EAST, A DISTANCE OF 129.46 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE ALONG THE EAST BOUNDARY LINE OF SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION SOUTH 00°20'51" WEST, A DISTANCE OF 152.00 FEET TO THE SOUTHEAST CORNER OF LOT 11 OF SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 11 NORTH 89°40'39" WEST, A DISTANCE OF 79.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE ALONG THE WEST BOUNDARY LINE OF SAID LOT 11 NORTH 00°28'43" EAST, A DISTANCE OF 38.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 11, SAID POINT BEING ON THE EAST EXTENSION OF THE NORTH BOUNDARY LINE OF LOT 38; THENCE ALONG SAID NORTH BOUNDARY LINE AND ITS EAST EXTENSION NORTH 89°40'39" WEST, A DISTANCE OF 127.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 38; THENCE ALONG THE WEST BOUNDARY LINE OF SAID LOT 38 AND THE WEST BOUNDARY LINE OF LOT 37 SOUTH 00°28'43" WEST, A DISTANCE OF 76.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 37; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 37 SOUTH 89°40'39" EAST, A DISTANCE OF 77.50 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH LEISURE LANE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°28'43" WEST, A DISTANCE OF 391.76 FEET TO THE NORTH BOUNDARY LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 7472, PAGE 0376 OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTH AND WEST BOUNDARY LINES OF SAID PARCEL THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) NORTH 89°40'39" WEST, A DISTANCE OF 205.00 FEET; (2) NORTH 00°28'43" EAST, A DISTANCE OF 12.00 FEET; (3) NORTH 89°40'39" WEST, A DISTANCE OF 77.50 FEET; (4) SOUTH 00°28'43" WEST, A DISTANCE OF 126.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 23.6 ACRES MORE OR LESS.

(CLOSES 0.005' I.M.M.)

PRECISION SURVEYING & MAPPING, INC.

CERTIFICATE OF AUTHORIZATION NO. LB-6734

7710 MASSACHUSETTS AVENUE
NEW PORT RICHEY, FLORIDA 34653
727-841-8414



WORK ORDER NO: 180109
FOR: CITY OF NEW PORT RICHEY
DATE OF SKETCH: MAY 8, 2023
SHEET 1 OF 3

Jon S. Robbins PSM 4452

Digitally signed by Jon S. Robbins PSM 4452
DN: C=US, E=jsr@pemfia.com, CN=Jon S. Robbins
PSN 4452
Date: 2023.08.28 10:55:25-04'00'

JON S. ROBBINS DATE
PROFESSIONAL SURVEYOR AND MAPPER NO. 4452
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

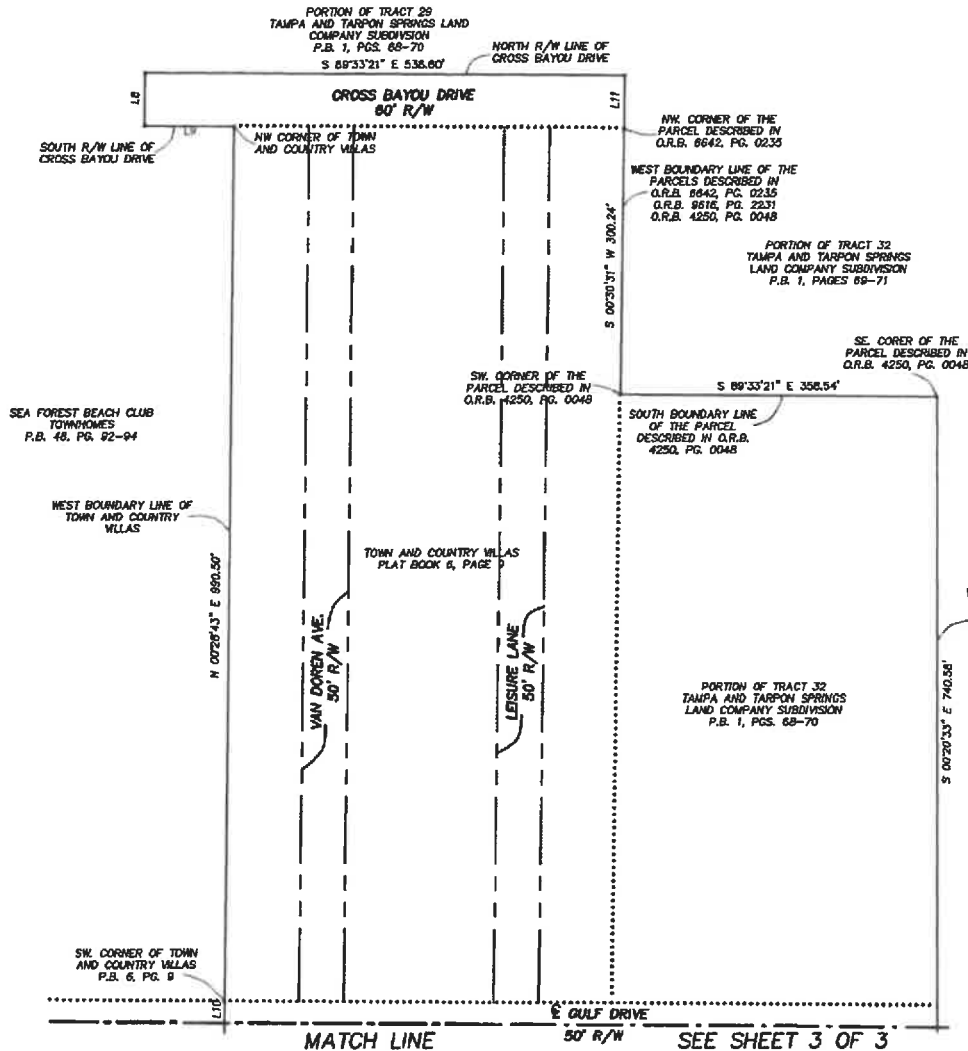
F.B. N/A
P.G. N/A

DRAWN BY: J.M.M.
CHK'D BY: J.S.R.

GENERAL NOTES

SEC. 8, TWP. 26 S., RNG. 16 E.

1. THIS SKETCH IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED UPON THE PLAT BEARING OF NORTH 89°40'39" WEST, FOR THE SOUTH BOUNDARY LINE OF TOWN AND COUNTRY VILLAS SOUTH ADDITION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 119 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.



LEGEND

PG. = PAGE
RNG. = RANGE
SEC. = SECTION
TWP. = TOWNSHIP
P.B. = PLAT BOOK
CL = CENTERLINE
R/W = RIGHT-OF-WAY
P.O.B. = POINT OF BEGINNING
O.R.B. = OFFICIAL RECORDS BOOK

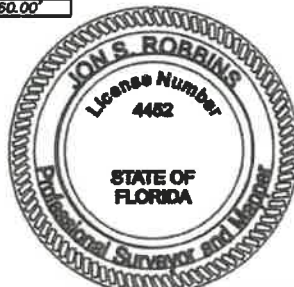
LINE	BEARING	DISTANCE
1.8	S 00°28'43" W	860.00'
1.9	S 89°33'21" E	1101.80'
1.10	N 00°28'43" E	28.00'
1.11	S 00°30'31" W	160.00'

PRECISION SURVEYING & MAPPING, INC.

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7710 MASSACHUSETTS AVENUE
NEW PORT RICHEY, FLORIDA 34653
727-841-8414

WORK ORDER NO: 180109
FOR: CITY OF NEW PORT RICHEY
DATE OF SKETCH: MAY 8, 2023
SHEET 2 OF 3



Jon S. Robbins PSM 4452

Digitally signed by Jon S. Robbins PSM 4452
DN: C=US, E=j.sr@psmfla.com, CN=Jon S. Robbins
PSM 4452
Date: 2023.06.26 10:54:38-04'00'

JON S. ROBBINS
PROFESSIONAL SURVEYOR AND MAPPER NO. 4452
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

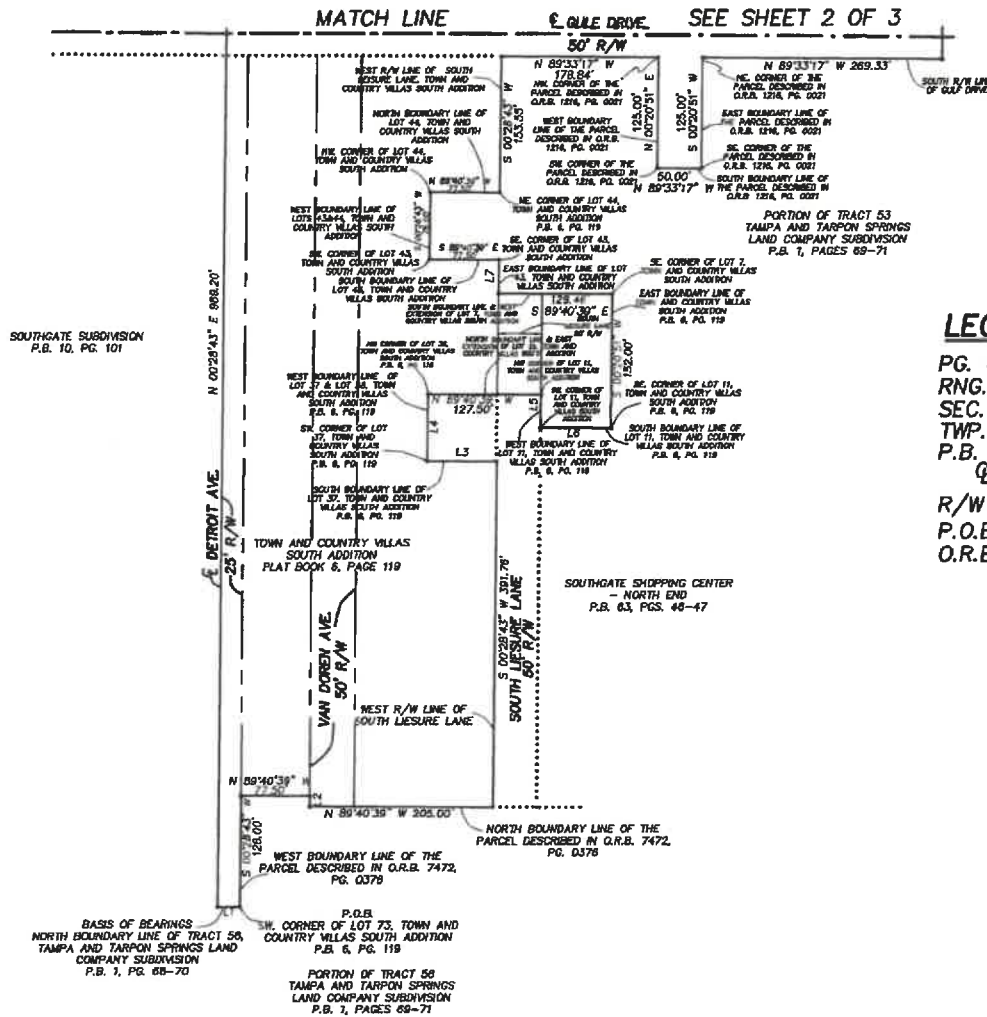
F.B. N/A
P.G. N/A

DRAWN BY: J.M.M.
CHK'D BY: J.S.R.

GENERAL NOTES

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 P.O.B. = POINT OF BEGINNING
 O.R.B. = OFFICIAL RECORDS BOOK

LINE	BEARING	DISTANCE
1.1	N 89°40'39" W	22.00'
1.2	S 00°28'43" W	12.00'
1.3	N 89°40'39" E	77.50'
1.4	N 00°28'43" E	78.00'
1.5	S 00°28'43" W	38.00'
1.6	S 89°40'39" E	78.80'
1.7	N 00°28'43" E	38.00'

WORK ORDER NO: 180109
 FOR: CITY OF NEW PORT RICHEY
 DATE OF SKETCH: MAY 8, 2023
 SHEET 3 OF 3



PRECISION SURVEYING & MAPPING, INC.

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Digitally signed by Jon S. Robbins PSM 4452
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F.B. N/A
 P.G. N/A

DRAWN BY: J.M.M.
 CHK'D BY: J.S.R.





NEW PORT RICHEY

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

TO: City of New Port Richey City Council

FROM: Debbie L. Manns, ICMA-CM, City Manager

DATE: 8/6/2024

RE: Interlocal Agreement with Pasco County for the Neighborhood Improvements in the Town and Country Villas Area

REQUEST:

Consider entering an Interlocal Agreement with Pasco County for the Neighborhood Improvements in the Town and Country Villas Area.

DISCUSSION:

In respect to the annexation of the area commonly referred to as Leisure Lane/Van Doren Avenue or Town and Country Villas (see attached map) the City and the County have established an agreement which assigns responsibility to each party for certain improvements to the property. The terms and conditions of which are outlined below for your reference:

- The city shall expend \$1,538,990.50 within two years of the execution of this agreement for various improvements i.e.- sidewalk and streetlight installation, road repair, establishment of a neighborhood park and impact fee credits.
- The county and the city agree to work collaboratively to identify and secure grant funding opportunities to support the installation of sewer infrastructure.
- The county agrees to pay the city a sum of \$2,000,000 for the construction of sewer infrastructure within and serving the area.

RECOMMENDATION:

The recommendation is to authorize entering an Interlocal Agreement with Pasco County for Neighborhood Improvements in the Town and Country Villas Area.

BUDGET/FISCAL IMPACT:

The financial impact associated with this agenda item will be a source of revenue.

ATTACHMENTS:

Description	Type
☐ Interlocal Agreement for the Neighborhood Improvements in the Town and Country Villas Area	Backup Material
☐ Project Area Map	Backup Material

**INTERLOCAL AGREEMENT BETWEEN
PASCO COUNTY, FLORIDA, AND THE CITY OF NEW PORT RICHEY, FLORIDA
FOR NEIGHBORHOOD IMPROVEMENTS IN TOWN AND COUNTRY VILLAS AREA**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as the "Agreement", is made and entered into by and between the City of New Port Richey, Florida ("City"), an incorporated municipality of the State of Florida and Pasco County, Florida ("County"), a political subdivision of the State of Florida, by and through its Board of County Commissioners (jointly the Parties hereto).

WITNESSETH:

WHEREAS, the Parties hereto are authorized under Chapter 163, Florida Statutes to enter into Interlocal Agreements to make the most efficient use of their respective powers, resources, authorities, and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the services provided for herein in a manner to best utilize existing resources, powers, and capabilities available to each of them; and

WHEREAS, this Agreement is adopted pursuant to Section 163.01 Florida Statutes (the "Florida Interlocal Cooperation Act of 1969"); and

WHEREAS, conditions within the Town and Country Villas area meet the requirements of the Community Redevelopment Act of 1969 (Part III, Chapter 163 Florida Statutes) to be deemed slum and blighted; and

WHEREAS, the City has established an existing Community Redevelopment Area to which the Town and Country Villas area should be added in order to assist with the proper redevelopment of the area in accordance with Community Redevelopment Plan of the City; and

WHEREAS, the County and City have funds available to improve the neighborhood infrastructure of the Town and Country Villas area in order to improve the conditions in the area for all residents, citizens and property owners of the area, and for the City and County as a whole; and

WHEREAS, this Agreement is in the public interest, safety and welfare of the residents and citizens of the County and the City; and

WHEREAS, each party hereto, in order to more efficiently serve its residents, desires to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises and provisions contained herein, the City and the County agree as follows:

1. The foregoing Whereas clauses are true, correct, and are incorporated herein by reference.

2. This Agreement shall pertain to the property area generally described as the Town and Country Villas, as shown in the map attached hereto and incorporated herein as Exhibit "A" (hereinafter "Area").

3. The City intends to amend its Community Redevelopment Plan (hereinafter "CRP") to expand the Community Redevelopment Area ("CRA") boundaries to add the Area. The County does not have competing policy goals and plans for the public funds the County would be required to deposit to the City's community redevelopment trust fund under the proposed modification to the CRP to include the Enclave within the CRA.

4. Within two years after the execution of this Agreement by the Parties, the City shall expend or provide credits for a total sum of One Million Five Hundred Thirty-Eight Thousand Nine Hundred Ninety and 50/100 Dollars (\$1,538,990.50) for various infrastructure improvements and impact fee credits within the Area, as more particularly described and provided in Exhibit "C" attached hereto and incorporated herein. The Parties recognize that the expenditure of the funds provided for in this paragraph will require projects spanning over several years. The County Administrator, or designee, may extend the City's period of compliance with this paragraph for an additional two years if the City expressly requests such extension in good faith and in writing to the County. If an extension is granted, it shall be documented in writing by the County to the City.

5. Cooperation in Securing Grant Funding

a. The County and the City agree to work collaboratively to identify and secure grant funding opportunities specifically aimed at supporting sewer infrastructure improvements within the Area. This includes, but is not limited to, grants for the conversion of septic systems to sewer systems, sewer system upgrades, and any related infrastructure enhancements.

b. All grants obtained through these collaborative efforts shall be in addition to, and not in replacement of, the funding commitments outlined in this Agreement. The Parties shall prioritize efforts to secure grants for the conversion of septic systems to sewer systems within the Area.

d. The Parties agree to cooperate in the administration of all grants secured, ensuring compliance with all grant requirements and conditions. This includes joint responsibility for grant applications, project management, financial reporting, and any other obligations arising from grant awards.

e. Within 90 days of a complete and submitted grant application, the County shall pay to City the sum of Two Million and 00/100 Dollars (\$2,000,000.00) for the construction of sewer infrastructure within and serving the Area, as more particularly described and provided in Exhibit "B" attached hereto and incorporated herein.

6. All notices and clarifications required under this Agreement shall be directed to the following officials:

For Pasco County: County Administrator
8731 Citizens Dr., Suite 350
New Port Richey, Florida 34654

For the City of City Manager
New Port Richey: City of New Port Richey
5519 Main Street
New Port Richey, Florida 34652.

7. This Agreement may be executed in counterparts, the sum of which shall be considered the final Agreement.

8. This Agreement shall not be assigned without prior written consent of the other party.

9. This Agreement and any subsequent amendment hereto shall be filed with the Clerk of the Circuit Court in the Official Records of Pasco County as provided by Section 163.01 (11), Florida Statutes, prior to its effectiveness.

10. This Agreement shall be considered effective as the date when fully executed by both Parties and recorded pursuant hereto and shall continue in effect unless otherwise terminated as provided herein.

11. The Parties agree that nothing contained herein is intended to, nor shall be construed as, a waiver of the City's or County's rights and immunities under common law or Section 768.28, Florida Statutes, as might be amended from time to time.

12. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

13. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term or condition held to be illegal or void renders the balance of this Agreement to be impossible to perform.

14. This Agreement shall be governed by the laws of the State of Florida. All legal actions to enforce this Agreement shall be held in the Sixth Judicial Circuit in and for Pasco County. No remedy conferred in this Agreement is intended to be exclusive of any other remedy, at law or in equity, or by statute or otherwise. No exercise by any party of any right, power, or

remedy hereunder shall preclude any other further exercise thereof. In the event of a dispute, each party is responsible for their own attorney's fees and costs.

15. This Agreement represents the entire Agreement between the parties hereto with respect to the subject matter contained herein. This Agreement may only be modified by a written document executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto do cause this Interlocal Agreement to be executed and effective on the date as stated.

SEAL

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

Ronald E. Oakley, Chairman

Date: _____

CITY OF NEW PORT RICHEY, FLORIDA

Judy Meyers, City Clerk

Alfred C. Davis
Mayor-Councilmember

Date: _____

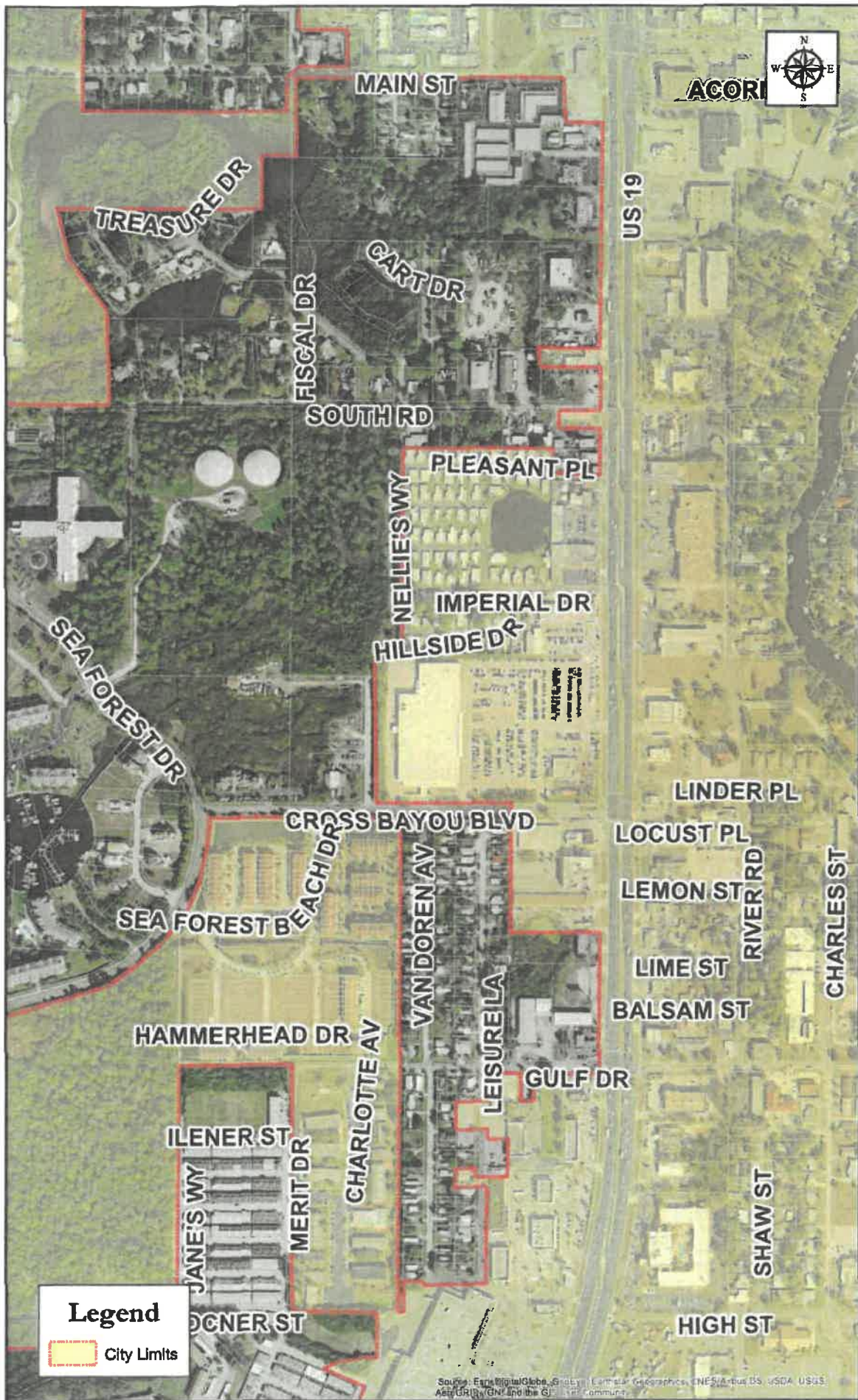


Exhibit "A"

1. THIS SKETCH IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED UPON THE PLAT BEARING OF NORTH 89°40'39" WEST, FOR THE SOUTH BOUNDARY LINE OF TOWN AND COUNTRY VILLAS SOUTH ADDITION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 119 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

Exhibit "B"**SKETCH OF****ENCLAVE AREA NO. 1**

TOWN AND COUNTRY VILLAS AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, A PORTION OF CROSS BAYOU DRIVE, A PORTION OF GULF DRIVE, A PORTION OF DETROIT AVENUE, A PORTION OF TRACTS 32 AND 53, TAMPA AND TARPON SPRINGS LAND COMPANY'S SUBDIVISION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 1, PAGES 68 THROUGH 70 OF SAID PUBLIC RECORDS, AND A PORTION OF TOWN AND COUNTRY VILLAS SOUTH ADDITION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 119 OF SAID PUBLIC RECORDS, ALL LYING IN SECTION 8, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 73, TOWN AND COUNTRY VILLAS SOUTH ADDITION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 119 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SAID POINT BEING ON THE NORTH BOUNDARY LINE OF TRACT 56 OF THE TAMPA AND TARPON SPRINGS LAND COMPANY'S SUBDIVISION OF SECTION 8 AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 1, PAGES 68 THROUGH 70 OF SAID PUBLIC RECORDS FOR A POINT OF BEGINNING; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID TRACT 56 NORTH 89°40'39" WEST, A DISTANCE OF 25.00 FEET TO THE CENTERLINE OF DETROIT AVENUE; THENCE ALONG SAID CENTERLINE NORTH 00°28'43" EAST, A DISTANCE OF 989.20 FEET TO THE CENTERLINE OF GULF DRIVE; THENCE CONTINUE NORTH 00°28'43" EAST, A DISTANCE OF 25.00 FEET TO THE SOUTHWEST CORNER OF TOWN AND COUNTRY VILLAS AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 9 OF SAID PUBLIC RECORDS; THENCE ALONG THE WEST BOUNDARY LINE OF SAID TOWN AND COUNTRY VILLAS NORTH 00°28'43" EAST, A DISTANCE OF 990.50 FEET TO THE NORTHWEST CORNER OF SAID TOWN AND COUNTRY VILLAS, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF CROSS BAYOU DRIVE; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID CROSS BAYOU DRIVE NORTH 89°33'21" WEST, A DISTANCE OF 101.90 FEET; THENCE NORTH 00°28'43" EAST, A DISTANCE OF 60.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID CROSS BAYOU DRIVE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE SOUTH 89°33'21" EAST, A DISTANCE OF 538.60 FEET; THENCE SOUTH 00°30'31" WEST, 60.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID CROSS BAYOU DRIVE, SAID POINT BEING THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 6642, PAGE 0235 OF SAID PUBLIC RECORDS; THENCE ALONG THE WEST BOUNDARY LINE OF THE PARCELS DESCRIBED IN OFFICIAL RECORDS BOOK 6642, PAGE 0235, OFFICIAL RECORDS BOOK 9616, PAGE 2231, OFFICIAL RECORDS BOOK 4250, PAGE 0048 SOUTH 00°30'31" WEST, A DISTANCE OF 300.24 FEET TO THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4250, PAGE 0048; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL SOUTH 89°33'21" EAST, A DISTANCE OF 358.54 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 19 (STATE ROAD 55) AS SHOWN ON THE RIGHT-OF-WAY MAPS, SECTION 14030-2151, DATED 9-15-59; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°20'33" EAST, A DISTANCE OF 740.58 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID GULF DRIVE; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID GULF DRIVE NORTH 89°33'17" WEST, A DISTANCE OF 269.33 FEET TO THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1216, PAGE 0021 OF SAID PUBLIC RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID PARCEL SOUTH 00°20'51" WEST, A DISTANCE OF 125.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL NORTH 89°33'17" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE ALONG THE WEST BOUNDARY LINE OF SAID PARCEL NORTH 00°20'51" EAST, A DISTANCE OF 125.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID GULF DRIVE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 89°33'17" WEST, A DISTANCE OF 178.84 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH LEISURE LANE AS SHOWN ON THE PLAT OF SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°28'43" WEST, A DISTANCE OF 153.55 FEET TO THE NORTHEAST CORNER OF LOT 44 OF SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID LOT 44 NORTH 89°40'39" WEST, A DISTANCE OF 77.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 44; THENCE ALONG THE WEST BOUNDARY LINE OF SAID LOT 44 AND THE WEST BOUNDARY LINE OF LOT 43 SOUTH 00°28'43" WEST, A DISTANCE OF 76.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 43; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 43 SOUTH 89°40'39" EAST, A DISTANCE OF 77.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 43; THENCE ALONG THE EAST BOUNDARY LINE OF LOT 42 OF SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION SOUTH 00°28'43" WEST, A DISTANCE OF 38.00 FEET TO A POINT ON THE INTERSECTION WITH THE WEST EXTENSION OF THE SOUTH BOUNDARY LINE LOT 7 SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 7 AND ITS WEST EXTENSION SOUTH 89°40'39" EAST, A DISTANCE OF 129.46 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE ALONG THE EAST BOUNDARY LINE OF SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION SOUTH 00°20'51" WEST, A DISTANCE OF 152.00 FEET TO THE SOUTHEAST CORNER OF LOT 11 OF SAID TOWN AND COUNTRY VILLAS SOUTH ADDITION; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 11 NORTH 89°40'39" WEST, A DISTANCE OF 79.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE ALONG THE WEST BOUNDARY LINE OF SAID LOT 11 NORTH 00°28'43" EAST, A DISTANCE OF 38.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 11, SAID POINT BEING ON THE EAST EXTENSION OF THE NORTH BOUNDARY LINE OF LOT 38; THENCE ALONG SAID NORTH BOUNDARY LINE AND ITS EAST EXTENSION NORTH 89°40'39" WEST, A DISTANCE OF 127.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 38; THENCE ALONG THE WEST BOUNDARY LINE OF SAID LOT 38 AND THE WEST BOUNDARY LINE OF LOT 37 SOUTH 00°28'43" WEST, A DISTANCE OF 76.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 37; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 37 SOUTH 89°40'39" EAST, A DISTANCE OF 77.50 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH LEISURE LANE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°28'43" WEST, A DISTANCE OF 391.76 FEET TO THE NORTH BOUNDARY LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 7472, PAGE 0376 OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTH AND WEST BOUNDARY LINES OF SAID PARCEL THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) NORTH 89°40'39" WEST, A DISTANCE OF 205.00 FEET; (2) NORTH 00°28'43" EAST, A DISTANCE OF 12.00 FEET; (3) NORTH 89°40'39" WEST, A DISTANCE OF 77.50 FEET; (4) SOUTH 00°28'43" WEST, A DISTANCE OF 126.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 23.6 ACRES MORE OR LESS.

(CLOSES 0.005' I.M.M.)

PRECISION SURVEYING & MAPPING, INC.

CERTIFICATE OF AUTHORIZATION NO. LB-6734

7710 MASSACHUSETTS AVENUE
NEW PORT RICHEY, FLORIDA 34653
727-841-8414



WORK ORDER NO: 180109
FOR: CITY OF NEW PORT RICHEY
DATE OF SKETCH: MAY 8, 2023
SHEET 1 OF 3

Jon S. Robbins PSM 4452

Digitally signed by Jon S. Robbins PSM 4452
DN: C=US, E=jr@psmfla.com, CN=Jon S. Robbins
PSM 4452
Date: 2023.08.28 10:55:25-04'00'

JON S. ROBBINS DATE
PROFESSIONAL SURVEYOR AND MAPPER NO. 4452
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

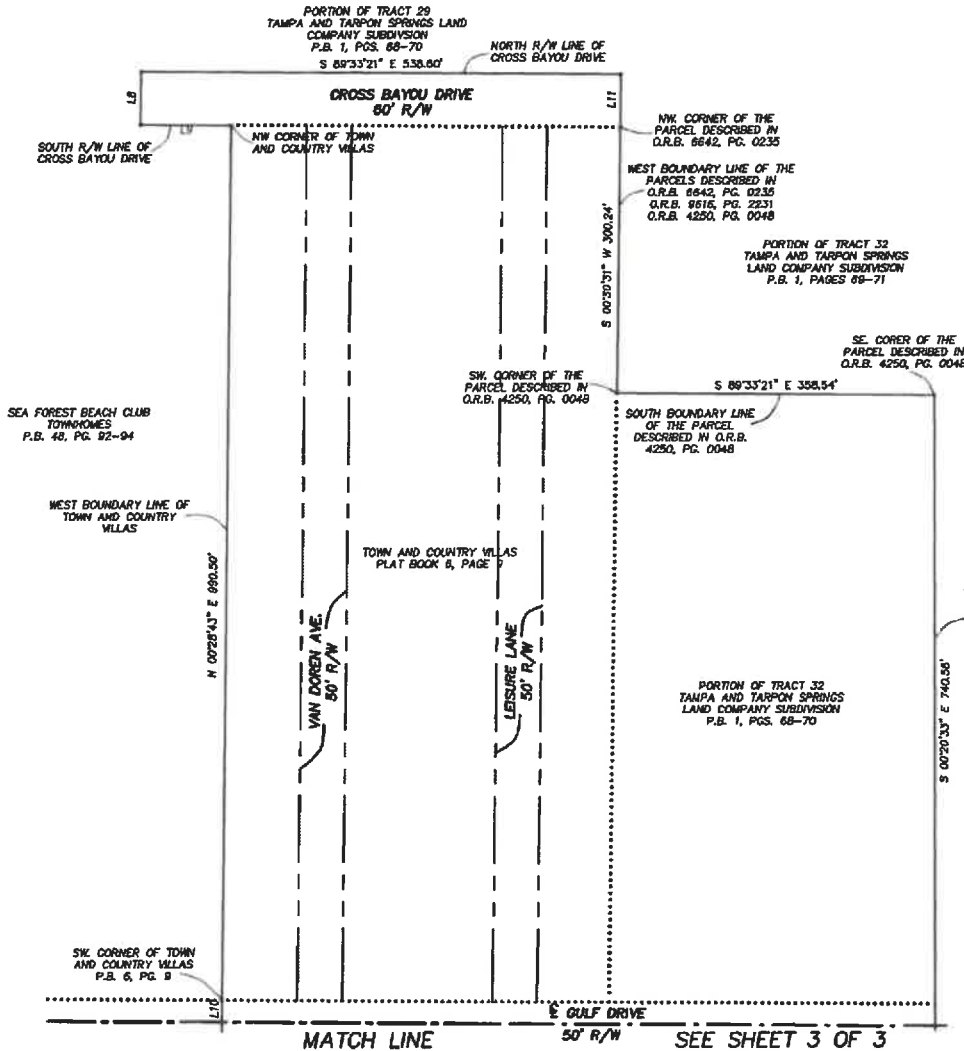
F.B. N/A
P.G. N/A

DRAWN BY: J.M.M.
CHK'D BY: J.S.R.

GENERAL NOTES

SEC. 8, TWP. 26 S., RNG. 16 E.

1. THIS SKETCH IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED UPON THE PLAT BEARING OF NORTH 89°40'39" WEST, FOR THE SOUTH BOUNDARY LINE OF TOWN AND COUNTRY VILLAS SOUTH ADDITION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 119 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.



ASSUMED NORTH

0 100' 200'

LEGEND

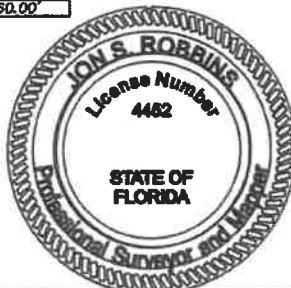
PG. = PAGE
RNG. = RANGE
SEC. = SECTION
TWP. = TOWNSHIP
P.B. = PLAT BOOK
CL = CENTERLINE
R/W = RIGHT-OF-WAY
P.O.B. = POINT OF BEGINNING
O.R.B. = OFFICIAL RECORDS BOOK

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NEW PORT RICHEY, FLORIDA 34653
727-841-8414

LINE	BEARING	DISTANCE
L.6	S 00°28'43" W	80.00'
L.9	S 89°33'21" E	101.90'
L.10	N 00°28'43" E	25.00'
L.11	S 00°30'31" W	60.00'



WORK ORDER NO: 180109
FOR: CITY OF NEW PORT RICHEY
DATE OF SKETCH: MAY 8, 2023
SHEET 2 OF 3

Jon S. Robbins PSM 4452

JON S. ROBBINS
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Digitally signed by Jon S. Robbins PSM 4452
DN: C=US, E=j.sr@psmfla.com, CN=Jon S. Robbins
PSM 4452
Date: 2023.06.28 10:54:38-04'00'

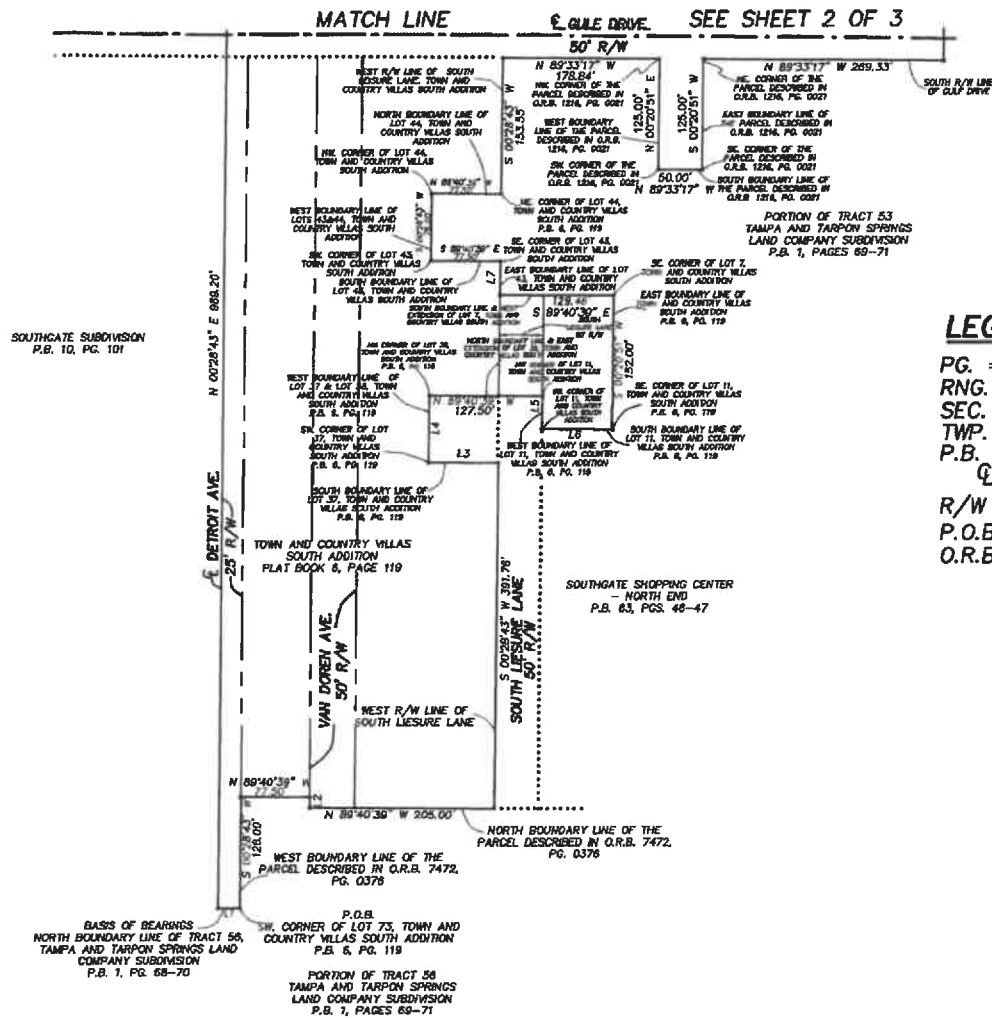
F.B. N/A
P.G. N/A

DRAWN BY: J.M.M.
CHK'D BY: J.S.R.

GENERAL NOTES

SEC. 8, TWP. 26 S., RNG. 16 E.

1. THIS SKETCH IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED UPON THE PLAT BEARING OF NORTH 89°40'39" WEST, FOR THE SOUTH BOUNDARY LINE OF TOWN AND COUNTRY VILLAS SOUTH ADDITION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 119 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.



LEGEND

PG. = PAGE
RNG. = RANGE
SEC. = SECTION
TWP. = TOWNSHIP
P.B. = PLAT BOOK
CL = CENTERLINE
R/W = RIGHT-OF-WAY
P.O.B. = POINT OF BEGINNING
O.R.B. = OFFICIAL RECORDS BOOK

LINE	BEARING	DISTANCE
1	N 89°40'39" W	125.00'
2	S 00°28'43" W	112.00'
3	N 89°40'39" W	177.50'
4	N 00°28'43" E	178.00'
5	S 00°28'43" W	38.00'
6	S 89°40'39" E	179.80'
7	N 00°28'43" E	136.00'



WORK ORDER NO: 180109
FOR: CITY OF NEW PORT RICHEY
DATE OF SKETCH: MAY 8, 2023
SHEET 3 OF 3

PRECISION SURVEYING & MAPPING, INC.

CERTIFICATE OF AUTHORIZATION NO. LB-6734

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NEW PORT RICHEY, FLORIDA 34653
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Digitally signed by Jon S. Robbins PSM 4452
DN: C=US, E=jsr@psmfa.com, CN=Jon S. Robbins PSM 4452
Date: 2023.06.26 10:55:02-04'00'

F.B. N/A
P.G. N/A

DRAWN BY: J.M.M.
CHK'D BY: J.S.R.



Town and Country Villas

Sewer Impact Fees: There are currently 128 parcels in the Town & Country community, and thirteen (13) are currently connected to the City's sanitary sewer system. That leaves 115 parcels not connected. The price per sewer impact fee per parcel is \$2,262.00. 115 x \$2,262.00 would equate to **\$260,130.00** for the total cost of impact fees to be charged or to be forgiven.

Sidewalks: It would take 9,671 feet of sidewalk to cover the Town & County community (sidewalks on both sides of the streets.) The City's contract cost for 9,671 feet of sidewalk (9,671' long & 5' wide, equaling 48,355 square feet @ \$8.50 per foot) would be **\$411,017.50**. The new sidewalk would be 4" thick at this price.

Asphalt: There is 4,576 feet of existing roadway/asphalt in the Town & Country community. The City's contract cost to mill, repave, and stripe/mark (milling 10,169 square yards @ \$8.50 per yard, 91,520 square feet of asphalt @ \$5.00 per yard, and \$30,000.00 for marking) would be **\$574,029.00**.

Streetlights: It would require twenty (20) new streetlights to provide adequate light coverage for the Town & County community. It would cost **\$1,814.00** for the new lights to go up (@ \$90.70 per light install) and would cost **\$2,584.80** annually thereafter for the rental of the twenty new streetlights.

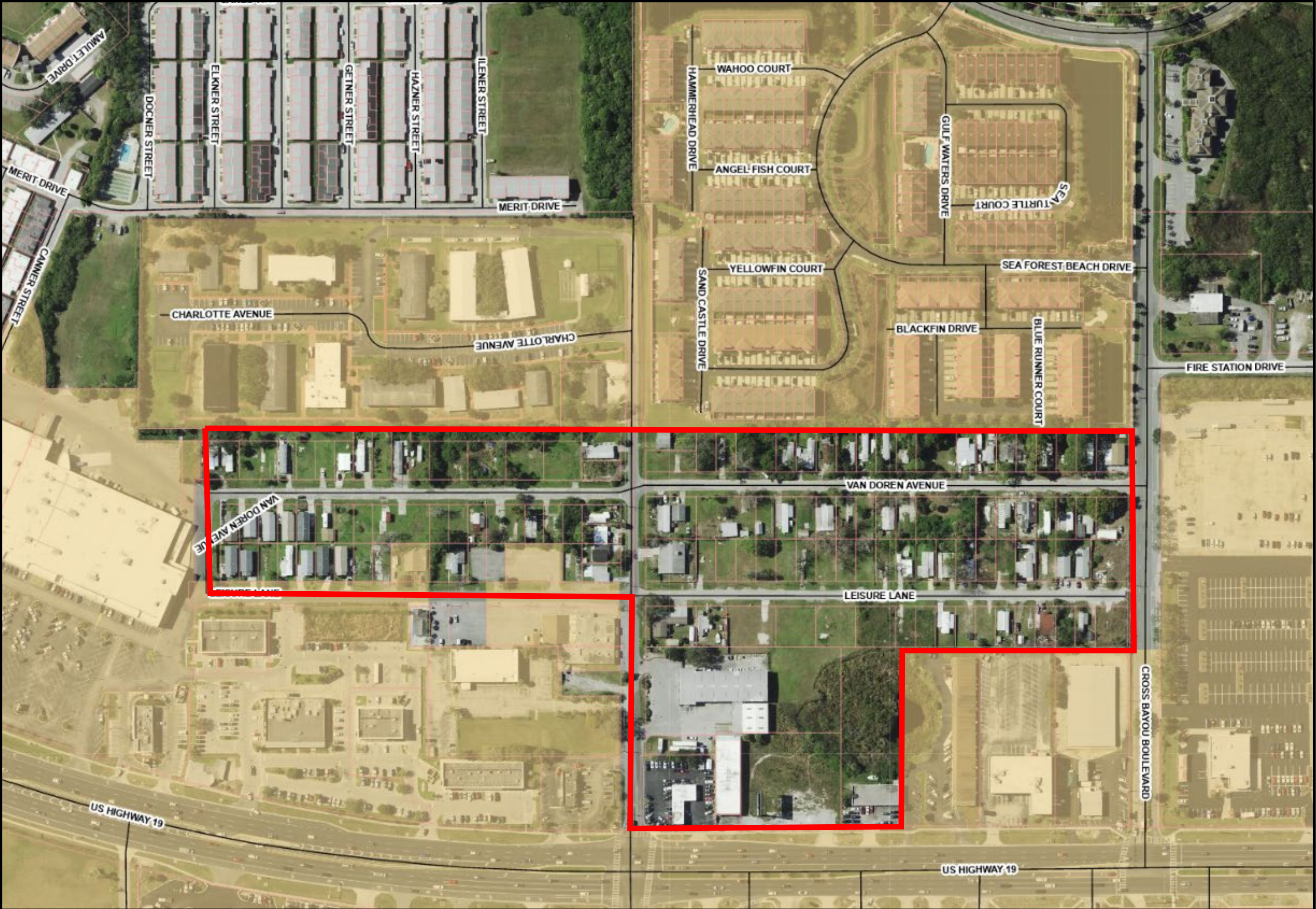
Neighborhood Park: The following amenities will be programmed into some dedicated public space:

\$45,000.00 – Shade Trees and Canopies
 \$20,000.00 – Seating (including movable chairs)
 \$50,000.00 – Picnic Tables and Shelter
 \$150,000.00 – Playground Equipment for all ages
 \$12,000.00 – Trash Receptacles, etc.
Total: \$277,000.00

Stormwater Improvements: An appropriation of \$15,000.00 would be required to institute necessary stormwater improvements.

Total Cost: The total estimated cost for the project with the items noted above is **\$1,538,990.50**.

\$260,130.00 – Sewer Impact Fees
 \$411,017.50 – Sidewalks
 \$574,029.00 – Asphalt
 \$1,814.00 – Streetlights
 \$277,000.00 – Neighborhood Park
 \$15,000.00 – Stormwater Improvements





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: 8/6/2024
RE: Re-Approval of Resolution No. 2024-13: Establish Tentative Millage for TRIM

REQUEST:

The attached Resolution will establish a tentative millage rate and the date, time, and place of the first public hearing on the levy of the proposed FY2024-2025 Operating Budget for purposes of public notification under the Florida TRIM Statutes. The Pasco County Property Appraiser must be provided this information on or before August 4, 2024.

DISCUSSION:

Under the TRIM (Truth in Millage) Statute, all property owners are to be notified of this proposed levy by a mailing from the Pasco County Property Appraiser. The City Council may subsequently reduce this millage but cannot increase the levy without an additional public notification to all city property owners. Practically, this resolution establishes the maximum property tax levy for the next tax year.

Staff recommends setting the tentative millage at 8.4000, which matches the City's current millage rate. At this time, it is still staff's intention to include a lower millage rate as part of the Preliminary FY24-25 Operating Budget. However, setting the tentative millage at 8.4000 is a conservative approach and will allow for more flexibility as city staff work through final budget reviews.

The first public hearing on the tentative budget and millage rate has been re-scheduled for Thursday, September 12, 2024 at 6 p.m., in the City Council Chambers, 5919 Main Street, New Port Richey, FL 34652, which will not conflict with School Board and County public hearing dates.

RECOMMENDATION:

It is recommended that the City Council approve the tentative millage rate of 8.4000 mills and establish the first public hearing on September 12, 2024 at 6 p.m., as proposed by way of ratification of Resolution No. 2024-13.

BUDGET/FISCAL IMPACT:

No effect at this time. Once a final millage rate is adopted, the determined rate will have a fiscal impact on the FY24-25 Budget.

ATTACHMENTS:

Description	Type
□ Resolution No. 2024-13: Establish Tentative Millage for TRIM	Backup Material

RESOLUTION NO. 2024-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW PORT RICHEY, FLORIDA ESTABLISHING
THE TENTATIVE MILLAGE RATE FOR INCLUSION ON THE PASCO COUNTY TRIM NOTICE**

The City Council of the City of New Port Richey, Florida, in a meeting held August 6, 2024, resolves as follows:

1. **WHEREAS**, the City Council of New Port Richey, Florida, wishes to comply with the legal requirements of the Truth In Millage notification to property owners; and

2. **WHEREAS**, such millage rate for the City of New Port Richey, Florida is computed to be 8.4000 mills; and

3. **WHEREAS**, the public hearing on establishment of the final millage rate will be held on Thursday, September 12, 2024 at 6 pm in the City Council Chambers at 5919 Main Street, New Port Richey, FL 34652.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NEW PORT RICHEY, FLORIDA DOES RESOLVE:

The City Council authorizes the notification of the Pasco County Property Appraiser of the tentative millage rate of 8.4000 mills and for use in the Truth in Millage Notices.

INTRODUCED AND PASSED by the City Council of the City of New Port Richey, Florida on the 6th day of August, 2024.

(ATTEST)

Judy Meyers, CMC
City Clerk

Alfred C. Davis
Mayor-Councilmember

(SEAL)

APPROVED AS TO LEGAL FORM AND CONTENT

By _____
Timothy P. Driscoll
City Attorney