



**CITY COUNCIL REGULAR MEETING**  
**CITY OF NEW PORT RICHEY**  
**NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS**  
**5919 MAIN STREET, NEW PORT RICHEY, FLORIDA**  
**December 3, 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.\***

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**AGENDA**

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

**ORDER OF BUSINESS**

1. Call to Order – Roll Call
2. Pledge of Allegiance
3. Moment of Silence
4. Approval of November 19, 2024 Regular Meeting Minutes Page 3
5. Special Recognition of Patricia “Patty” Spiers, Tampa Bay Water, Water Wise Award Program
6. Presentation by Chuck Carden RE: Tampa Bay Water and Long-Term Master Water Plan Update Page 34
7. 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.

8. Consent Agenda

- a. Purchases/Payments for City Council Approval Page 45

9. Business Items

- a. Board Re-Appointment: Allan Safranek, III, Land Development Review Board Page 47
- b. Recreation and Aquatics Annual Membership Drive Page 53
- c. Approval of Florida Department of Law Enforcement SAFE Grant Page 55
- d. RFQ 24-026 Award - Professional Engineering Services/City Engineer Page 61
- e. Ratification of PBA Union Contract Page 127

10. Communications

11. Adjournment

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



# NEW PORT RICHEY

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

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**TO:** City of New Port Richey City Council  
**FROM:** Judy Meyers, MMC, City Clerk  
**DATE:** 12/3/2024  
**RE:** Approval of November 19, 2024 Regular Meeting Minutes

**REQUEST:**

The request is for City Council to approve the minutes from the November 19, 2024 regular meeting.

**DISCUSSION:**

City Council met for their regularly scheduled meeting on November 19, 2024. The minutes from that meeting are attached for Council's review and approval.

**RECOMMENDATION:**

Staff recommends that City Council approve the minutes from the November 19, 2024 regular meeting as submitted.

**BUDGET/FISCAL IMPACT:**

No funding is required for this item.

**ATTACHMENTS:**

Description	Type
▣ November 19, 2024 Regular Meeting Minutes	Backup Material



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

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

**November 19, 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.\***

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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 Councilwoman Matt Murphy, Councilman Peter Altman and Councilman Bertell Butler, IV. Deputy Mayor Kelly Mothershead was excused.

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, Senior Planner Lisa Algieri, Technology Solutions Director Leanne Mahadeo, Assistant City Manager Gregory Oravec and Human Resources Director Arnel Wetzel.

2. Pledge of Allegiance

3. Moment of Silence

4. Approval of November 6, 2024 Regular Meeting Minutes

Motion was made to approve the minutes as presented.

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

5. Presentation of Master Municipal Clerk Designation to City Clerk Judy Meyers

Florida Association of City Clerks Central West Director, Dawn Wright, presented City Clerk Judy Meyers with her Master Municipal Clerk plaque and pin.

6. Swearing-In of New Police Officer Robert Drumm

7. Proclamation - Small Business Saturday

Mayor Davis presented the parchment to Kimberly Brust.

8 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:

- Carla Cash, 5751 Rio Dr., NPR spoke regarding the proposed sidewalks for Rio Drive. She urged Council to expend the funds somewhere else.
- George Romagnoli, 6235 Florida Ave., NPR thanked employees for all of their hard work during and after the storms. He also spoke regarding economic development and the need for a third party review. He also spoke about the financial means of the applicants.
- Cara Clements, 5759 Rio Dr., NPR spoke regarding the proposed sidewalks for Rio Drive. She stated that the additional impermeable surface will cause more flooding.
- Beverly Dunkle, 5747 Lafayette St., NPR spoke regarding spoke regarding the proposed sidewalks for Rio Drive. She spoke about the loss of vegetation that will occur and the loss of privacy.

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.

9 Consent Agenda

Motion was made to accept the Consent Agenda.

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

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

10 Public Reading of Ordinances

- a Second Reading, Ordinance No. 2024-2305: Moratorium on Building Permits for Recently Annexed Town and Country Villas Property

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced the item to Council. She stated the purpose of this agenda item was to conduct a second and final reading of an ordinance which would enact a 180-day moratorium on building permits for the recently annexed property commonly known as Town & Country Villas. She then introduced Senior Planner Lisa Algieri who then made a presentation to Council. She stated that the property was annexed into the City on October 1, 2024. The purpose of the moratorium is to allow staff to have sufficient time to prepare the required land use amendment and rezoning as well as submit it to the State for review, it is necessary to place a moratorium on the issuance of building permits for new construction in the subject area for a period of 180 days. It should be noted that the moratorium will not prevent property owners from obtaining permits for necessary maintenance and repairs. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. City Attorney Driscoll stated the moratorium will only apply to residential and not commercial. He stated the legal description will need to be copied over from Ordinance No. 2024-2308 to this proposed ordinance. Motion was made to approve the ordinance upon its second and final reading with the proper legal description depicting the 16 acres of property.

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

- b Second Reading, Ordinance No. 2024-2306: Small Scale Amendment of the Future Land Use Map of the City's Comprehensive Plan (5.29 Acres)

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced the item to Council. She stated the purpose of this agenda item was to conduct a second and final reading of an ordinance to amend the Future Land Use Map for 5.29 acres of property located at the northwest corner of US Highway 19 and Gulf Drive, and along Leisure Lane that was recently annexed into the City through an Interlocal Agreement with Pasco County. She stated that the Land Development Review Board reviewed this matter at its regular meeting on October 24, 2024 and recommended that a Future Land Use Map amendment from Pasco County Retail/Office/Residential (ROR) to Highway Commercial (HC) would be consistent with the City's Comprehensive Plan and Future Land Use Map. City Attorney Driscoll stated that this agenda item and three following had been revised as the wrong maps were attached to each agenda item. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the ordinance upon its second and final reading.

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

- c Second Reading, Ordinance No. 2024-2307: Rezoning of 5.29 Acres of Property from Pasco County Mobile Home and C-2 to Highway Commercial

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced the item to Council. She stated the purpose of this agenda item was to rezone approximately 5.29 acres of property located at the northwest corner of US Highway 19 and Gulf Drive, along Leisure Lane from Pasco County Mobile Home and C-2 to the City's designation of Highway Commercial. She then introduced Senior Planner Lisa Algieri who then made a presentation to Council. She began her presentation by giving an overview of the property and current zoning. She then presented the criteria for rezoning and consistency. Upon opening the floor to public comment, no one came forward there Mayor Davis returned the floor to Council. Motion was made to approve the ordinance upon its second and final reading.

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

- d Second Reading, Ordinance No. 2024-2308: Small Scale Amendment of the Future Land Use Map of the City's Comprehensive Plan (16 Acres)

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced the item to Council. She stated the purpose of this agenda item was to conduct a second and final reading of an ordinance to amend the Future Land Use Map for approximately 16 acres of property located along Leisure Lane and Van Doren Avenue. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the ordinance upon its second and final reading.

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

- e Second Reading, Ordinance No. 2024-2309: Rezoning of 16 Acres of Property from Pasco County Residential Mobile Home to R-4 Coastal Cottage

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

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

- f Second Reading, Ordinance No. 2024-2310: Small Scale Amendment of the Future Land Use Map of the City's Comprehensive Plan (23.69 Acres)

This item was deferred to a future Council meeting to be determined.

- g Second Reading, Ordinance No. 2024-2311: Rezoning of 23.69 Acres of Property from CR-3, Office (O), and Government (GOVT) to Planned Development District (PDD)

This item was deferred to a future Council meeting to be determined.

- h First Reading, Ordinance No. 2024-2313: Vacation of Right-of-Way for High Street

This item was deferred to a future Council meeting to be determined.

## 11 Business Items

- a Acceptance of Donation by the West Pasco Quilters Guild to the Parks and Recreation Department (Budget Amendment)

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve a budget amendment to the FY25 Adopted Budget, which would allow for the acceptance of a donation from the West Pasco Quilters Guild to the Parks and Recreation Department in the amount of \$3,500. The proceeds will be used to offset Recreation and Aquatic Center memberships for Open Arms Scholarship Program recipients. 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. 4-0. Ayes: Altman, Butler, Davis, Murphy Absent: Mothershead

- b Approval of 2023 Utility System Master Plan Update

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve the 2023 Utility System Master Plan Update from Stroud Engineering Consultants, Inc. He stated the City's existing Utility System Master Plan document was last updated by C & D Engineering, Inc. in 2011. She then introduced Public Works Director Robert Rivera who stated the proposed 2023 Utility Master Plan Update re-examined the City's Utility Systems by analysis and computer modeling using a wealth of information collected over the past years. All elements of the Utility Systems were re-evaluated for adequacy and expandability for capacity. The infrastructure was evaluated on age, condition and material type to developed future Capital Improvement Projects for upgrades and replacements where identified. Finally, the Master Plan Update includes the analyzation of potential expansion areas for Septic to Sewer system projects and reclaimed Water Distribution including wet weather backup storage or disposal, and the Wastewater Treatment Plant's resiliency.

Mr. Rivera then introduced Brent Heath from Stroud Engineering Consultants, Inc. who then presented the Plan Update to Council. Mr. Heath began his presentation by highlighting the purpose of the Master Plan Update. He then provided a summary of the water system. Mr. Heath then spoke regarding the WWTP. He then highlighted the flow rates over the last ten years. Mr. Heath then presented the recommendations which included repair/rehab structures, ground storage piping bypass, distribution pipe replacement, service pipe replacement, potable water loss audit and corrections. Mr. Heath then provided a summary of the central sewer collection system. He then provided the wastewater collection system recommendations which covered the topics of infiltration/inflow, Massachusetts Avenue force main failures, steel dry pit lift stations, cast iron force mains, lift station III-G hydraulics and force main connections. Mr. Rivera then spoke about discharge. Mr. Heath then highlighted the recommendations for the WWTP which covered the topics of the Schreiber Treatment Unit, headworks, clarifiers, aeration/mixing/return activated sludge/waste activated sludge pump station, dewatering system, structural integrity, process piping, residuals treatment and odors, and

flooding vulnerability. Mr. Heath then gave a summary of the reuse system. He then highlighted the reuse system recommendations which covered the topics of expanded city reuse system, backup disposal and reuse water shortage. Mr. Heath then highlighted the estimated project costs which were \$18,930,913 over the next five years.

Councilman Altman spoke regarding Gulf Harbors and having a meeting with the County. Councilman Altman stated the cost would be split with the County. Mr. Heath stated the County's flow are between 40-45%. Councilman Altman asked if we have been able to measure the intrusion coming from the County and Mr. Heath stated we all have the same issue. It's not just the County's system that needs to be upgraded. Mr. Rivera stated we are currently working together as a region. Councilman Altman spoke about the area around US 19 and Trouble Creek and flooding. He stated ELAMP has just purchased property in that area. Mr. Rivera stated we now have the modeling we need so we can prioritize for our expansion. Councilman Altman stated this may be the time to have the discussion about service areas.

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. 4-0. Ayes: Altman, Butler, Davis, Murphy Absent: Mothershead

c Approval of Engineering Services Task Order No. 5 RE: 2025 WWTP Oxidation Ditch & Filter Structure Repairs

City Manager Manns introduced presented the item to Council. She stated that the purpose of this agenda item was to approve Engineering Services Task Order No. 5 from Stroud Engineering Consultants, Incorporated in the amount not to exceed \$90,370 for the 2025 WWTP Oxidation Ditch and Filter Structure Repairs Project. She then introduced Public Works Director Robert Rivera who stated the task order includes engineering inspections of the existing oxidation ditch and filter structures. Final design drawings for four (4) oxidation ditches and four (4) filters. Bid phase, project estimate, and construction administration. 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 Bertell Butler. The Motion Passed. 4-0. Ayes: Altman, Butler, Davis, Murphy Absent: Mothershead

d Sims Park Projector Screens Replacement Project

City Manager Manns introduced Technology Solutions Director Leanne Mahadeo who then presented the item to Council. She stated that the purpose of this agenda item was to approve a proposal from The ProMedia Group for the replacement of outdated signage at Sims Park in an amount not to exceed \$203,339.00. The new signage will feature 3.9 mm NanoLumens Performance Series P3.9 displays, replacing the outdated Optec 10mm LED signage. Upon opening the floor to public comment, no one came forward therefore Mayor Davis returned the floor to Council. Motion was made to approve the item as presented.

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

e Approval of Axon Enterprises Quote for "File on Q" Data Conversion

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve a proposal from Axon Enterprises' quote and statement of work for "File on Q" data conversion in an amount not to exceed \$72,000. She then introduced Police Chief Robert Kochen who stated that this quote is a part of the CAD/RMS project, and Axon Enterprises is the only contracted vendor with the Pasco County Sheriff's Office that provides this service for the project. The quote from Axon Enterprises for "File on Q" data conversion involves the complex process of transferring data/information from Axon's Records Management System to the "File on Q"



software in the property and evidence division. This data transfer/integration is critical for court presentation, case integrity, purging case information under state law, retaining case information long term and being accreditation compliant. 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 Pete Altman. The Motion Passed. 4-0. Ayes: Altman, Butler, Davis, Murphy Absent: Mothershead

f Approval of Axon Enterprises Quote for Records Management Data Conversion

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve Axon Enterprises' quote and statement of work for data conversion from our current Records Management System to our new Records Management System with Axon Enterprises in an amount not to exceed \$60,000. She then introduced Police Chief Robert Kochen who stated that this quote is a part of the CAD/RMS project, and Axon Enterprises is the only contracted vendor with the Pasco County Sheriff's Office that provides this service for the project. The quote from Axon Enterprises for data conversion involves the complex process of transferring all our current data/information from the police department's current Records Management System to the new Records Management System with Axon Enterprises. This process involves transferring years and years of critical case information, police reports, dispatch CAD entries, and a plethora of police data which is essential for operation purposes. 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 Pete Altman. The Motion Passed. 4-0. Ayes: Altman, Butler, Davis, Murphy Absent: Mothershead

g Approval of Division of State Fire Marshal Grant Agreement

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve the attached Division of State Fire Marshal Grant Agreement between the City and Florida Department of Financial Services. This grant agreement allocates State funding in the amount not to exceed \$1,120,000.00 to the city to be utilized in the construction of Fire Station No. 2. She then introduced Public Works Director Robert Rivera who stated that on July 1, 2024 the City received a notice of grant award for the construction of Fire Station No. 2 project through the Division of State Fire Marshal Florida Department of Financial Services. The performance period began on July 1, 2024 and ends subsequent to the completion of all deliverables included in the agreement. Funds can be access during the project and no renewals or extension of the agreement are permitted. Finally, the project must be completed in a timely manner or terminates five (5) years subsequent to the execution of agreement signatures. 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. 4-0. Ayes: Altman, Butler, Davis, Murphy Absent: Mothershead

12 Communications

Councilman Murphy stated that he received some complaints about the bamboo trees on the property next to Stonehaven about the city owns. He stated regarding Rio Drive and the sidewalks and if the residents do not want it can we divert the money elsewhere. Mr. Rivera then explained the direction of Council and the different grants and funding sources that are available. He stated this street was prioritized due to the road conditions. He stated what we try to do is utilize the ROW as best we can and meander the sidewalks around the neighborhood. Mayor Davis stated that the residents north of Massachusetts on Grand did not want sidewalks and Mr. Rivera stated that was true however there was no ROW available on Grand. City Manager Manns stated we would look into the matter and report back. Councilman Butler stated he will go out and meet with residents once the petition is received. He stated he would also get with his school contacts regarding any bus stops in the area. He stated this

is on existing ROW and Mr. Rivera stated yes it is city owned ROW. Councilman Butler asked about the estimated costs and Mr. Rivera stated the project overall is \$1.4-\$1.7. City Manager Manns stated she would provide the cost for the sidewalk portion of that project. Councilman Butler spoke about the LED crosswalk on Van Buren. Mr. Rivera stated he would provide a report on Friday. Councilman Altman spoke about the City's grant writer. Councilman Altman also spoke about the grant opportunities he has provided. Councilman Altman stated he remembers Rio Drive being on the CDBG grant list. He stated the real question is can we salvage that and what we are doing with impermeable surface will affect the flooding. He stated he does not like the sidewalk put in on Grand heading into Elfers. Councilman Altman stated whatever improvements we do on scenic roads should be done with some help from design. Councilman Altman stated he is hopeful that the new Superintendent and Ms. Kuhn can be brought into agreement for the Schwettman property as we have great plans for it. He stated he hopes we can get everything resolved. He stated razing the SunTrust building will allow for the inundation project to move forward. Mayor Davis asked for clarification on New Port Corners and City Manager Manns stated it is the county project off Little Road.

13 Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 8:28 p.m.

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

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

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

**Meyers, Judy**

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**Subject:** FW: Petition for Rio drive to remain the same

**From:** Carla Cash <[cashcar6@gmail.com](mailto:cashcar6@gmail.com)>

**Sent:** Tuesday, November 19, 2024 1:58 PM

**To:** Eichenmuller, Colin <[EICHENMULLERC@cityofnewportrichey.org](mailto:EICHENMULLERC@cityofnewportrichey.org)>

**Subject:** Petition for Rio drive to remain the same

Thank you for calling me back.

Carla Cash

WE THE PEOPLE AND RESIDENTS OF RIO DRIVE, NEW PORT RICHEY ARE ASKING THE DEPARTMENT OF PUBLIC WORKS TO STOP THE PLAN FOR SIDEWALKS ON THIS STREET. THIS NARROW AND QUIET STREET IS NOT A CROSS STREET, IS NOT A BUSY THOROUGHFARE, DOES NOT HAVE AND SCHOOL BUSES DRIVE DOWN NOR ARE THERE ANY CHILDREN TO PROTECT WHO WALK THIS STREET. PLEASE RECONSIDER WHERE THIS MONEY COULD BE BETTER SPENT. THANK YOU.

NAME	ADDRESS	PHONE OR EMAIL
CARLA CASH	5751 RIO DR	cashcar16@gmail.com
William Merrill	5757 Rio Dr	criphard1@gmail.com
Country Ln. Merrill	5751 No Dr	cxandmule@yahoo.com
Cara Clements	5759 Rio Dr	Cara1026.cr@gmail.com
Tad Clements	5781 Rio Dr	TadClements@gmail.com
Jim Segó	5809 Rio Dr	SegoTAMMY@SMAC.CO
Tammy Segó	5809 Rio Dr	727-288-1788
Stacey Szos2	5837 Rio Dr	szos2071@gmail.com
Gabriella Casabella	5837 RIO DR	(127)674-6973
Virginia Carr	5845 Rio Dr.	ginnycarr@yahoo.com
Charles Carr	5845 RIO DR	727-843-1484
Bradley Vandenberg	5924 Rio Dr.	561-445-5178
Richard Mount	5925 Rio DR.W	727-808-2694
Laure Mount	5909 Rio Dr	607-725-2223
TERRE J. GANZEL	5947 Rio Dr.	242-707-7717
Jane S. Long	5421 Illinois Ave	
FRANK SUWAK	5817 RIO DR	727-692-8290

NAME	ADDRESS	PHONE OR EMAIL
Katie Chafero	5932 Rio Dr.	
PAUL CHEFERO	5932 RIO DR.	
Rae Adkins	5924 Rio DR	
ROBIN McNEIL	5823 Rio DR	
David Dunkle	5747 Lafayette St.	727-645-8872
Beverly J. Dunkle	5747 Lafayette St	814-641-1643
Sarah Dunkle	5747 Lafayette St.	814-641-1632
Joy Moody	5755 Lafayette St.	727-809-0638
Jack LaPorte	5755 Lafayette St.	727-8237-3166
Keith HINWELINE	5805 <del>Lafayette</del> 1/2 ST	727-844-5170
Christine Lennon	5904 Rio Dr.	727-534-4556
Ruby Ferguson	5944 Rio Dr	<del>727</del> 262-215-0371

ORDINANCE NO. 2024-2306

**AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA PROVIDING FOR A SMALL-SCALE AMENDMENT OF THE FUTURE LAND USE MAP OF THE CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR A CHANGE IN THE LAND USE DESIGNATION FOR APPROXIMATELY 5.29 ACRES OF PROPERTY, GENERALLY LOCATED AT THE NORTHWEST CORNER OF US HIGHWAY 19 AND GULF DRIVE, ALONG LEISURE LANE, AS SHOWN ON THE MAP ATTACHED HERETO AS EXHIBIT "A" AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE AMENDMENT OF THE LAND USE DESIGNATION FOR SAID PROPERTY FROM PASCO COUNTY RETAIL/OFFICE/RESIDENTIAL (ROR) TO HIGHWAY COMMERCIAL; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes Chapter 163 requires each county and each municipality to adopt or amend and enforce a comprehensive land use plan to guide its future development and growth;

**WHEREAS**, on June 29, 1989, the City Council adopted Ordinance No. 1203, which approved the City's Comprehensive Plan;

**WHEREAS**, consistent with Florida Statutes 163.3182 the property that is the subject of the proposed amendment is not located within an area of critical state concern;

**WHEREAS**, the City of New Port Richey has annexed subject property and in compliance with Section 171.062 Florida Statutes is proposing to amend the Future Land Use Map from Pasco County Retail/Office/Residential to Highway Commercial;

**WHEREAS**, the Development Department has reviewed the Small-Scale FLUM application and concludes it is in conformance with Land Development Code (LDC) on land use plan amendments;

**WHEREAS**, the Development Department has distributed the Small-Scale FLUM application to the Development Review committee (DRC) and the DRC recommended that the Land Development Review board (LDRB) forward a recommendation to the City Council that the Small-Scale FLUM application be approved;

**WHEREAS**, the Development Department has prepared a staff report concluding the Small-Scale FLUM application is in conformance with state and local requirements and recommending the LDRB forward a recommendation to the City Council that the Ordinance adopting the Small-Scale FLUM application be approved;

**WHEREAS**, at the duly LDRB regular public hearing held on September 26, 2024, the LDRB sitting as the Local Planning Agency, considered the Development Department staff report and recommendation and all evidence presented at the LDRB hearing, and forwarded the record to the City Council with a recommendation the Ordinance be approved;

**WHEREAS**, the City Council hereby finds that adoption of the Ordinance is in the best interest of the health, safety and general welfare of residents, property owners, and businesses;

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

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

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

**WHEREAS**, the City Council has conducted a hearing, has received evidence pertaining to the land use amendment and has found that the amendment of the designation of the property as provided herein is consistent with the adopted Comprehensive Plan Future Land Use Map, is compatible with the use and zoning of the surrounding properties, is consistent with the adopted Comprehensive Plan, is supported by the record of the proceedings; and

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

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

**Section 1. Whereas clauses and staff report.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and accurate and are hereby made a part of this Ordinance.

**Section 2. Property description.** The property subject to this Small-Scale FLUM amendment is legally described as:

See Exhibit "A" attached hereto.

**Section 3. FLUM Amendment.** The Future Land Use Map of the City of New Port Richey Adopted Comprehensive Plan is hereby amended to amend the Land Use Designation for the property described herein from Pasco County's Retail/Office/Residential designation to Highway Commercial, as shown in Exhibit "B" attached hereto.

**Section 4. Severability.** If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

**Section 5. Conflicts.** All ordinances or parts of ordinances of the City of New Port Richey, Florida, in conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict.

**Section 6. Effective Date.** This Ordinance adopting a Small-Scale Future Land Use Map (FLUM) amendment shall become effective as provided by state law upon adoption hereof, and

upon approval of the state land planning agency and all appeals of any order are final, if applicable.

The above and foregoing Ordinance was read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida, this 6<sup>th</sup> day of November, 2024.

The above and foregoing Ordinance was read and approved on second reading at a duly convened meeting of the City Council of the City of new Port Richey, Florida, this 19<sup>th</sup> day of November, 2024.

**ATTEST:**

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

By: \_\_\_\_\_  
Alfred C. Davis, Mayor-Council Member

(Seal)

APPROVED AS TO LEGAL FORM AND CONTENT

\_\_\_\_\_  
Timothy P. Driscoll, City Attorney CA approved 9-12-24



# EXHIBIT A

## GENERAL DESCRIPTION AND MAP

### PARCEL 1

TOWN AND COUNTRY VILLAS PB 6 PG 9 LOTS 1 THROUGH 96 INCLUSIVE AS RECORDED WITH THE CLERK OF COURTS, PASCO COUNTY, FLORIDA

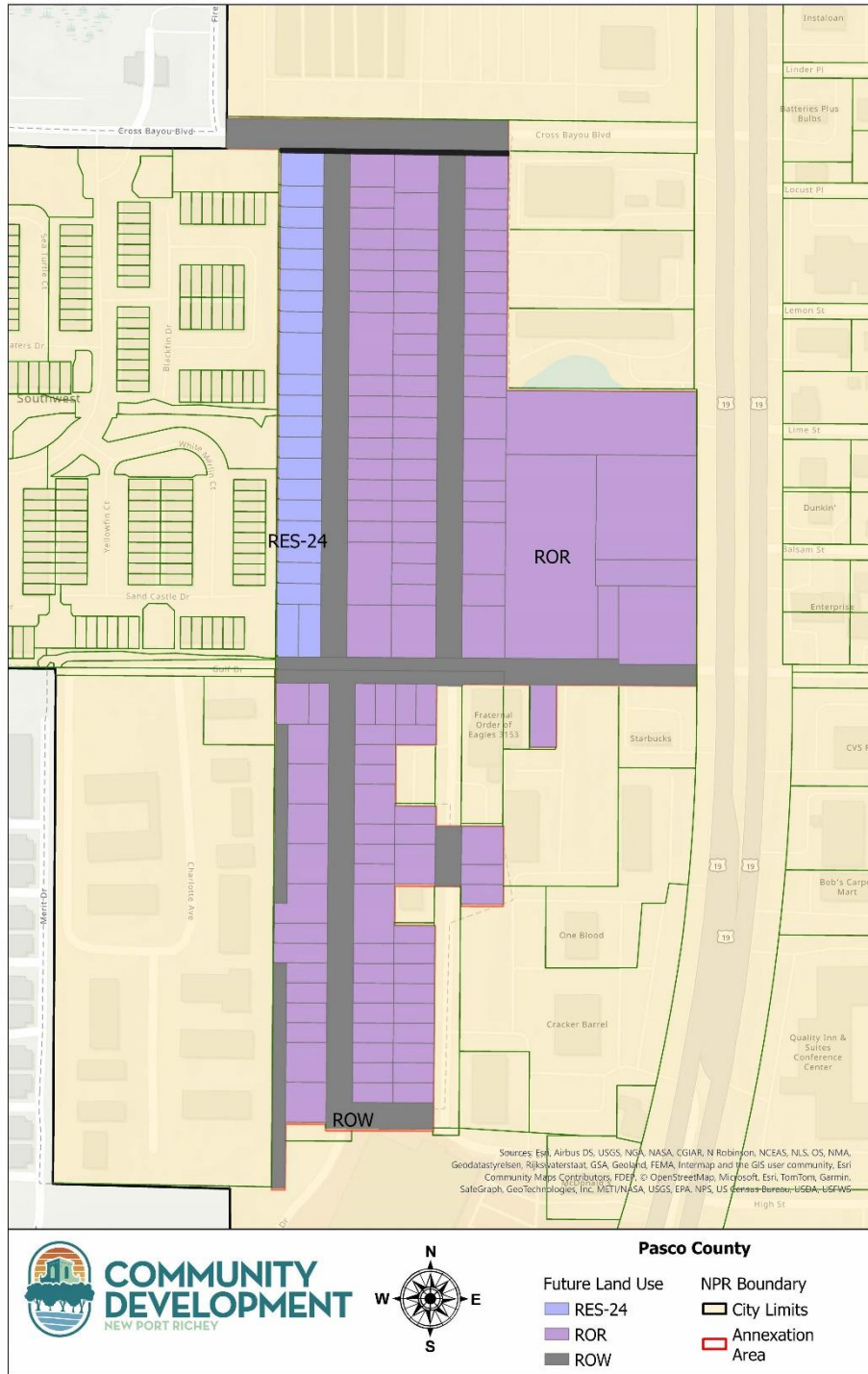
### PARCEL 2

TOWN & COUNTRY VILLAS SO PB 6 PG 119 LOTS 27 THROUGH 36; LOTS 39 THROUGH 42; LOTS 46 THROUGH 70 AND LOTS 76 THROUGH 97 AS RECORDED WITH THE CLERK OF COURTS, PASCO COUNTY, FLORIDA.



# Exhibit B

## Future Land Use Map



**ORDINANCE NO. 2024-2307**

**AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA PROVIDING FOR AMENDMENT OF THE LAND DEVELOPMENT CODE (LDC) ZONING DISTRICT MAP; PROVIDING FOR REZONING OF APPROXIMATELY 5.29 ACRES OF PROPERTY, GENERALLY LOCATED AT THE NORTHWEST CORNER OF US HIGHWAY 19 AND GULF DRIVE, ALONG LEISURE LANE, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AMENDMENT OF THE ZONING DISTRICT DESIGNATION FOR SAID PROPERTY FROM PASCO COUNTY RESIDENTIAL MOBILE HOME AND C-2 GENERAL COMMERCIAL TO HIGHWAY COMMERCIAL; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

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

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

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

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

**WHEREAS**, the City of New Port Richey annexed subject property and in compliance with Section 171.062 Florida Statutes is proposing to rezone said property from Pasco County Residential Mobile Home and C-2 to Highway Commercial;

**WHEREAS**, the City has filed a Small-Scale Future Land Use Map amendment from Pasco County Retail/Office/Residential to Highway Commercial to accompany this Zoning District Map amendment;

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

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

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

**WHEREAS**, at the duly noticed LDRB regular public hearing held on September 26, 2024, the LDRB sitting as the Local Planning Agency considered the Development Department staff

report and recommendation and all competent substantial evidence presented at the hearing, and forwarded the record to the City Council with a recommendation the Ordinance be approved;

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

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

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

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

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

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

**Section 2. Rezoning approved.** The Land Development Code Zoning District Map of the City of New Port Richey is hereby amended to amend the Zoning Designation for the property described herein from Pasco County Retail/Office/Residential to Highway Commercial as shown in Exhibit “A” attached hereto.

**Section 3. Property description.** The property subject to this Zoning District Map amendment is located at the northwest corner of US Highway 19 and Gulf Boulevard and along Leisure Lane, and is legally described as follows:

See Exhibit “A” attached hereto.

**Section 4. Severability.** If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

**Section 5. Conflicts.** All ordinances or parts of ordinances of the City of New Port Richey, Florida, in conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict.

**Section 6. Effective date.** This Ordinance shall be effective upon its adoption as provided by law and upon the effective date of Ordinance 2024-2306 pertaining to the Land Use of the subject property.

The above and foregoing Ordinance was read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida, this 6<sup>th</sup> day of November, 2024.

The above and foregoing Ordinance was read and approved on second reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida, this 19<sup>th</sup> day of November, 2024.

**ATTEST:**

**CITY OF NEW PORT RICHEY, FLORIDA**

\_\_\_\_\_  
Judy Meyers, MMC, City Clerk

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

(SEAL)

**APPROVED AS TO LEGAL FORM AND CONTENT**

\_\_\_\_\_  
Timothy P. Driscoll, City Attorney CA approved 9-12-24

# EXHIBIT A GENERAL DESCRIPTION AND MAP

## PARCEL 1

TOWN AND COUNTRY VILLAS PB 6 PG 9 LOTS 1 THROUGH 96 INCLUSIVE AS RECORDED WITH THE CLERK OF COURTS, PASCO COUNTY, FLORIDA

## PARCEL 2

TOWN & COUNTRY VILLAS SO PB 6 PG 119 LOTS 27 THROUGH 36; LOTS 39 THROUGH 42; LOTS 46 THROUGH 70 AND LOTS 76 THROUGH 97 AS RECORDED WITH THE CLERK OF COURTS, PASCO COUNTY, FLORIDA.



ORDINANCE NO. 2024-2308

**AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA PROVIDING FOR A SMALL-SCALE AMENDMENT OF THE FUTURE LAND USE MAP OF THE CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR A CHANGE IN THE LAND USE DESIGNATION FOR APPROXIMATELY 16 ACRES OF PROPERTY, GENERALLY LOCATED ALONG LEISURE LANE AND VAN DOREN AVENUE, AS SHOWN ON THE MAP ATTACHED HERETO AS EXHIBIT "A" AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE AMENDMENT OF THE LAND USE DESIGNATION FOR SAID PROPERTY FROM PASCO COUNTY RETAIL/OFFICE/RESIDENTIAL (ROR) AND PASCO COUNTY RESIDENTIAL-24 TO MEDIUM DENSITY RESIDENTIAL – 20 (MDR-20); PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes Chapter 163 requires each county and each municipality to adopt or amend and enforce a comprehensive land use plan to guide its future development and growth;

**WHEREAS**, on June 29, 1989, the City Council adopted Ordinance No. 1203, which approved the City's Comprehensive Plan;

**WHEREAS**, consistent with Florida Statutes 163.3182 the property that is the subject of the proposed amendment is not located within an area of critical state concern;

**WHEREAS**, the City of New Port Richey annexed subject property and in compliance with Section 171.062 Florida Statutes is proposing to amend the Future Land Use Map from Pasco County Residential-24 and Retail/Office/Residential to Medium Density Residential-20 (MDR-20);

**WHEREAS**, the Development Department has reviewed the Small-Scale FLUM application and concludes it is in conformance with Land Development Code (LDC) on land use plan amendments;

**WHEREAS**, the Development Department has distributed the Small-Scale FLUM application to the Development Review committee (DRC) and the DRC recommended that the Land Development Review Board (LDRB) forwarded a recommendation to the City Council that the Small-Scale FLUM application be approved;

**WHEREAS**, the Development Department has prepared a staff report concluding the Small-Scale FLUM application is in conformance with state and local requirements and recommending the LDRB forward a recommendation to the City Council that the Ordinance adopting the Small-Scale FLUM application be approved;

**WHEREAS**, at the duly called LDRB regular public hearing held on September 26, 2024, the LDRB sitting as the Local Planning Agency, considered the Development Department staff report and recommendation and all evidence presented at the LDRB hearing, and forwarded the record to the City Council with a recommendation the Ordinance be approved;

**WHEREAS**, the City Council hereby finds that adoption of the Ordinance is in the best interest of the health, safety and general welfare of residents, property owners, and businesses;

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

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

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

**WHEREAS**, the City Council has conducted a hearing, has received evidence pertaining to the land use amendment and has found that the amendment of the designation of the property as provided herein is consistent with the adopted Comprehensive Plan Future Land Use Map, is compatible with the use and zoning of the surrounding properties, is consistent with the adopted Comprehensive Plan, is supported by the record of the proceedings; and

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

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

**Section 1. Whereas clauses and staff report.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and accurate and are hereby made a part of this Ordinance.

**Section 2. Property description.** The property subject to this Small-Scale FLUM amendment is legally described as:

See Exhibit "A" attached hereto.

**Section 3. FLUM Amendment.** The Future Land Use Map of the City of New Port Richey Adopted Comprehensive Plan is hereby amended to amend the Land Use Designation for the property described herein from Pasco County's Retail/Office/Residential and Residential-24 designation to Medium Density Residential-20 (MDR-20), as shown in Exhibit "B" attached hereto.

**Section 4. Severability.** If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

**Section 5. Conflicts.** All ordinances or parts of ordinances of the City of New Port Richey, Florida, in conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict.

**Section 6. Effective Date.** This Ordinance adopting a Small-Scale Future Land Use Map (FLUM) amendment shall become effective as provided by state law upon adoption hereof, and



upon approval of the state land planning agency and all appeals of any order are final, if applicable.

The above and foregoing Ordinance was read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida, this 6<sup>th</sup> day of November, 2024.

The above and foregoing Ordinance was read and approved on second reading at a duly convened meeting of the City Council of the City of new Port Richey, Florida, this 19<sup>th</sup> day of November, 2024.

**ATTEST:**

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

By: \_\_\_\_\_  
Alfred C. Davis, Mayor-Council Member

(Seal)

APPROVED AS TO LEGAL FORM AND CONTENT

\_\_\_\_\_  
Timothy P. Driscoll, City Attorney CA approved 9-12-24

# EXHIBIT A

## GENERAL DESCRIPTION AND MAP

### PARCEL 1

TAMPA TARPON SPRINGS LAND CO SUB PB 1 PGS 69 & 70 NORTH 125 FT OF SOUTH 525 FT TRACT 32 LESS THAT POR OF PARCEL WITHIN R/W OF U S 19 AS IT NOW EXISTS OR 8838 PG 678 OR 9316 PG 3891 OR 9678 PG 3702

### PARCEL 2

TAMPA TARPON SPRINGS LAND COMPANY SUB PB 1 PGS 68-70 POR OF TRACT 32 DESC AS COM AT SW COR OF NW1/4 OF SEC 8 LYING ON CENTERLINE GULF DR TH S89DEG 36' 29"E ALG CENTERLINE OF R/W 1231.38 FT TH N00DEG23' 31"E 25 FT TO NORTH R/W OF GULF DR TH N45DEG13' 42"E 14.10 FT TO WLY R/W OF US HWY 19 TH CONT ALG WLY R/W N00DEG03' 53"E 180.00 FT TO POB TH CONT ALG US 19 WLY R/W N00DEG03' 53"E 200.00 FT TH N89DEG36' 29"W 193.00 FT TH S00DEG03' 53"W 200.00 FT TH S89DEG36' 29"E 193.00 FT TO POB

### PARCEL 3

TAMPA TARPON SPRINGS LAND COMPANY SUB PB 1 PGS 68-70 PORTION OF TRACT 32 DESC AS COM AT SW COR OF NW1/4 OF SEC 8 LYING ON CENTERLINE OF GULF DR TH S89DEG36'29"E ALG CENTERLINE 872.70 FT TH N00DEG23'51"E 25 FT TO NORTH R/W LINE OF GULF DR TH S89DEG36'29"E ALG SAID NORTH R/W LINE 138.68 FT TH N00DEG03'53"E 190.00 FT TH S89DEG36'29"E 37.00 FT FOR POB TH S89DEG36'29"E 193.00 FT TO POINT ON WEST R/W LINE OF US HWY 19 TH S00DEG03'53"W 50.00 FT TH N89DEG36'29"W 193.00 FT TH N00DEG03'53"E 50.00 FT TO POB TOGETHER WITH INGRESS & EGRESS EASEMENT AS DESC IN OR 10439 PG 1639

### PARCEL 4

TAMPA-TARPON SPRINGS LAND COMPANY SUB PB 1 PG 69 POR OF TR 32 DESC AS COM SW COR OF NW1/4 SEC TH ALG S LN OF NW1/4 S89DG 36' 29"E 1091.30 FT TH N00DG 03' 53"E 15 FT FOR POB TH N00DG 03' 53"E 150 FT TH S89DG 36' 29"E 150 FT TO WLY R/W LN US HWY NO 19 TH ALG SAID WLY R/W LN S00DG 03' 53"W 150 FT TH N89DG 36' 29"W 150 FT TO POB OR 8636 PG 3188

### PARCEL 5

TAMPA-TARPON SPRINGS LAND COMPANY SUB PB 1 PG 69 POR OF TRACT 32 DESC AS FOLL: COM AT SW COR OF NW1/4 OF SEC (SAID POINT ALSO BEING ON CENTERLINE OF GULF DR) TH S89DEG36' 29"E ALG SOUTH LINE OF NW1/4 OF SEC (& CENTERLINE OF GULF DR) 1051.30 FT TH N00DEG03' 53"E 25 FT TO NORTH R/W LINE OF GULF DR FOR POB TH N00DEG03' 53"E 140 FT TH S89DEG36' 29"E 40 FT TH S00DEG03' 53"W 140 FT TO NORTH R/W LINE OF GULF DR TH N89DEG36' 30"W ALG SAID R/W LINE 40 FT TO POB

### PARCEL 6

TAMPA TARPON SPRINGS LAND COMPANY SUB PB 1 PGS 68-70 POR OF TRACT 32 DESC AS COM AT SW COR OF NW1/4 OF SEC 8 LYING ON CENTERLINE OF GULF DRIVE TH S89DG 36' 29"E ALG CENTERLINE 872.70 FT TH N00DG 23' 31"E 25 FT TO NORTH R/W OF GULF DR FOR POB TH N00DG 29' 31"E 390.00 FT TH S89DG 36' 29"E 172.70 FT TH S00DG 03' 53"W 250.00 FT TH S89DG 36' 29"E 3.00 FT TH S00DEG 03'53"W 140.00 FT TO POINT ON NORTH R/W LINE OF GULF DR TH N89DEG 36'29"W 178.68 FT TO POB SUBJECT TO INGRESS & EGRESS EASEMENT AS DESC IN OR 8798 PG 3241 & PER OR 8798 PG 3234

PARCEL 7

TAMPA AND TARPON SPRINGS LAND CO SUB PB 1 PGS 69 & 70 POR TR 53 DESC AS COM NW COR OF TR 53 TH E 50 FT FOR POB TH E 50 FT TH S 125 FT TH W 50 FT TH N 125 FT TO POB AKA E 50 FT OF W 100 FT OF N 125 FT OF TR 53 OR 1216 PG 21

PARCEL 8

TOWN & COUNTRY VILLAS SO MB 6 PG 119 LOTS 8 , 9 RB 951 PG 727

PARCEL 9

TOWN & COUNTRY VILLAS SO MB 6 PG 119 LOT 10 RB 951 PG 728

PARCEL 10

TOWN & COUNTRY VILLAS S MB 6 PG 119 LOT 11 OR 9334 PG 1786



# Exhibit B

## Future Land Use Map



**ORDINANCE NO. 2024-2309**

**AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA PROVIDING FOR AMENDMENT OF THE LAND DEVELOPMENT CODE (LDC) ZONING DISTRICT MAP; PROVIDING FOR REZONING OF APPROXIMATELY 16 ACRES OF PROPERTY, GENERALLY LOCATED ALONG LEISURE LANE AND VAN DOREN AVENUE, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AMENDMENT OF THE ZONING DISTRICT DESIGNATION FOR SAID PROPERTY FROM PASCO COUNTY RESIDENTIAL MOBILE HOME TO R-4 COASTAL COTTAGE DISTRICT; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

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

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

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

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

**WHEREAS**, the City of New Port Richey has annexed subject property and in compliance with Section 171.062 Florida Statutes is proposing to rezone said property from Pasco County Residential Mobile Home to R-4 Coastal Cottage;

**WHEREAS**, the City has filed a Small-Scale Future Land Use Map amendment from Pasco County Retail/Office/Residential and High Density Residential-24 to Medium Density Residential-20 to accompany this Zoning District Map amendment;

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

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

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

**WHEREAS**, at the duly noticed LDRB regular public hearing held on September 26, 2024, the LDRB sitting as the Local Planning Agency considered the Development Department staff

report and recommendation and all competent substantial evidence presented at the hearing, and forwarded the record to the City Council with a recommendation the Ordinance be approved;

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

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

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

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

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

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

**Section 2. Rezoning approved.** The Land Development Code Zoning District Map of the City of New Port Richey is hereby amended to amend the Zoning Designation for the property described herein from Pasco County Residential Mobile Home to R-4 Coastal Cottage as shown in Exhibit “A” attached hereto.

**Section 3. Property description.** The property subject to this Zoning District Map amendment is located along Leisure Lane and Van Doren Avenue, and is legally described as follows:

See Exhibit “A” attached hereto.

**Section 4. Severability.** If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

**Section 5. Conflicts.** All ordinances or parts of ordinances of the City of New Port Richey, Florida, in conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict.

**Section 6. Effective date.** This Ordinance shall be effective upon its adoption as provided by law and upon the effective date of Ordinance 2024-2308 pertaining to the Land Use of the subject property.

The above and foregoing Ordinance was read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida, this 6<sup>th</sup> day of November, 2024.

The above and foregoing Ordinance was read and approved on second reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida, this 19<sup>th</sup> day of November, 2024.

**ATTEST:**

**CITY OF NEW PORT RICHEY, FLORIDA**

\_\_\_\_\_  
Judy Meyers, MMC, City Clerk

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

(SEAL)

**APPROVED AS TO LEGAL FORM AND CONTENT**

\_\_\_\_\_  
Timothy P. Driscoll, City Attorney CA approved 9-12-24

## EXHIBIT A GENERAL DESCRIPTION AND MAP

### PARCEL 1

TAMPA TARPON SPRINGS LAND CO SUB PB 1 PGS 69 & 70 NORTH 125 FT OF SOUTH 525 FT TRACT 32 LESS THAT POR OF PARCEL WITHIN R/W OF U S 19 AS IT NOW EXISTS OR 8838 PG 678 OR 9316 PG 3891 OR 9678 PG 3702

### PARCEL 2

TAMPA TARPON SPRINGS LAND COMPANY SUB PB 1 PGS 68-70 POR OF TRACT 32 DESC AS COM AT SW COR OF NW1/4 OF SEC 8 LYING ON CENTERLINE GULF DR TH S89DEG 36' 29"E ALG CENTERLINE OF R/W 1231.38 FT TH N00DEG23' 31"E 25 FT TO NORTH R/W OF GULF DR TH N45DEG13' 42"E 14.10 FT TO WLY R/W OF US HWY 19 TH CONT ALG WLY R/W N00DEG03' 53"E 180.00 FT TO POB TH CONT ALG US 19 WLY R/W N00DEG03' 53"E 200.00 FT TH N89DEG36' 29"W 193.00 FT TH S00DEG03' 53"W 200.00 FT TH S89DEG36' 29"E 193.00 FT TO POB

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TAMPA TARPON SPRINGS LAND COMPANY SUB PB 1 PGS 68-70 PORTION OF TRACT 32 DESC AS COM AT SW COR OF NW1/4 OF SEC 8 LYING ON CENTERLINE OF GULF DR TH S89DEG36'29"E ALG CENTERLINE 872.70 FT TH N00DEG23'51"E 25 FT TO NORTH R/W LINE OF GULF DR TH S89DEG36'29"E ALG SAID NORTH R/W LINE 138.68 FT TH N00DEG03'53"E 190.00 FT TH S89DEG36'29"E 37.00 FT FOR POB TH S89DEG36'29"E 193.00 FT TO POINT ON WEST R/W LINE OF US HWY 19 TH S00DEG03'53"W 50.00 FT TH N89DEG36'29"W 193.00 FT TH N00DEG03'53"E 50.00 FT TO POB TOGETHER WITH INGRESS & EGRESS EASEMENT AS DESC IN OR 10439 PG 1639

### PARCEL 4

TAMPA-TARPON SPRINGS LAND COMPANY SUB PB 1 PG 69 POR OF TR 32 DESC AS COM SW COR OF NW1/4 SEC TH ALG S LN OF NW1/4 S89DG 36' 29"E 1091.30 FT TH N00DG 03' 53"E 15 FT FOR POB TH N00DG 03' 53"E 150 FT TH S89DG 36' 29"E 150 FT TO WLY R/W LN US HWY NO 19 TH ALG SAID WLY R/W LN S00DG 03' 53"W 150 FT TH N89DG 36' 29"W 150 FT TO POB OR 8636 PG 3188

### PARCEL 5

TAMPA-TARPON SPRINGS LAND COMPANY SUB PB 1 PG 69 POR OF TRACT 32 DESC AS FOLL: COM AT SW COR OF NW1/4 OF SEC (SAID POINT ALSO BEING ON CENTERLINE OF GULF DR) TH S89DEG36' 29"E ALG SOUTH LINE OF NW1/4 OF SEC (& CENTERLINE OF GULF DR) 1051.30 FT TH N00DEG03' 53"E 25 FT TO NORTH R/W LINE OF GULF DR FOR POB TH N00DEG03' 53"E 140 FT TH S89DEG36' 29"E 40 FT TH S00DEG03' 53"W 140 FT TO NORTH R/W LINE OF GULF DR TH N89DEG36' 30"W ALG SAID R/W LINE 40 FT TO POB

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TAMPA TARPON SPRINGS LAND COMPANY SUB PB 1 PGS 68-70 POR OF TRACT 32 DESC AS COM AT SW COR OF NW1/4 OF SEC 8 LYING ON CENTERLINE OF GULF DRIVE TH



S89DG 36' 29"E ALG CENTERLINE 872.70 FT TH N00DG 23' 31"E 25 FT TO NORTH R/W OF GULF DR FOR POB TH N00DG 29' 31"E 390.00 FT TH S89DG 36' 29"E 172.70 FT TH S00DG 03' 53"W 250.00 FT TH S89DG 36' 29"E 3.00 FT TH S00DEG 03'53"W 140.00 FT TO POINT ON NORTH R/W LINE OF GULF DR TH N89DEG 36'29"W 178.68 FT TO POB SUBJECT TO INGRESS & EGRESS EASEMENT AS DESC IN OR 8798 PG 3241 & PER OR 8798 PG 3234

PARCEL 7

TAMPA AND TARPON SPRINGS LAND CO SUB PB 1 PGS 69 & 70 POR TR 53 DESC AS COM NW COR OF TR 53 TH E 50 FT FOR POB TH E 50 FT TH S 125 FT TH W 50 FT TH N 125 FT TO POB AKA E 50 FT OF W 100 FT OF N 125 FT OF TR 53 OR 1216 PG 21

PARCEL 8

TOWN & COUNTRY VILLAS SO MB 6 PG 119 LOTS 8 , 9 RB 951 PG 727

PARCEL 9

TOWN & COUNTRY VILLAS SO MB 6 PG 119 LOT 10 RB 951 PG 728

PARCEL 10

TOWN & COUNTRY VILLAS S MB 6 PG 119 LOT 11 OR 9334 PG 1786





# Developing Reliability for Our Future

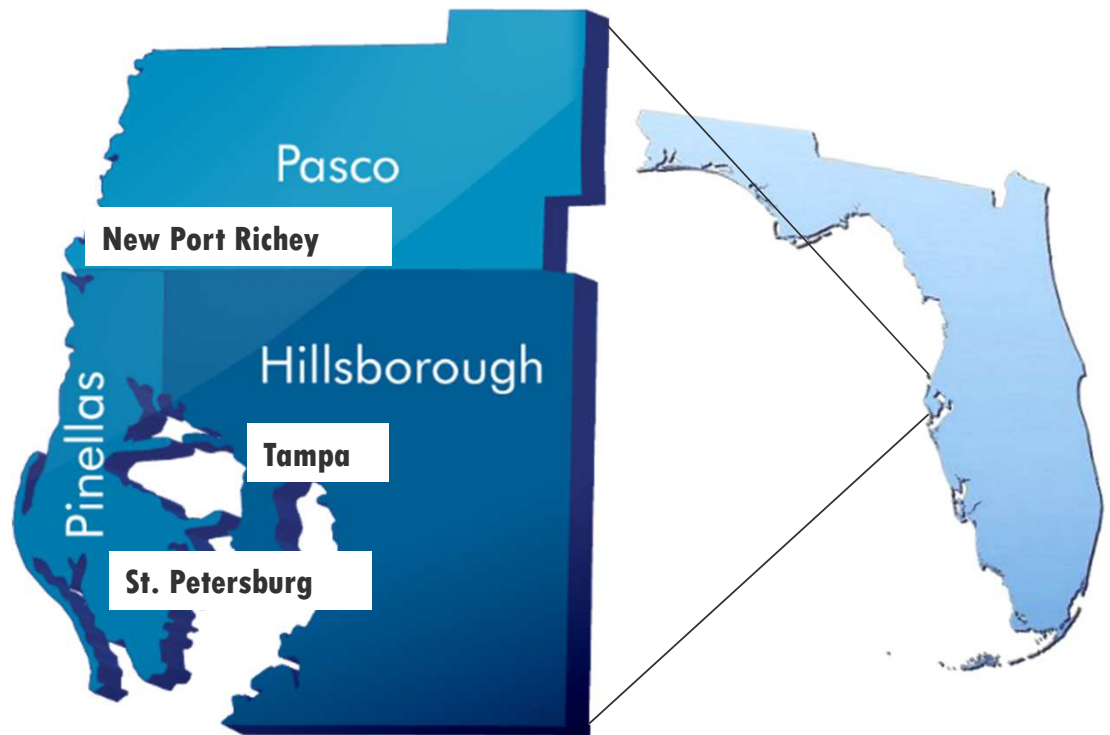
**Chuck Carden**  
**General Manager**



# Sole and Exclusive Drinking Water Supplier

- **Created in 1998 after negotiations among six members**
- **Serve more than 2.6 million residents**

*Tampa Bay Water reliably provides clean, safe water to the Tampa Bay region now and for future generations.*

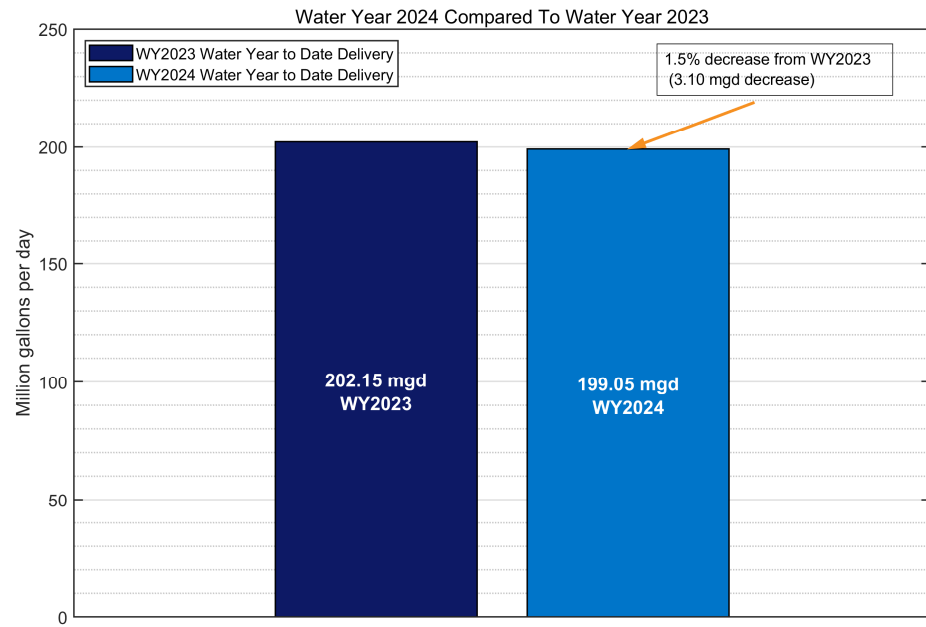




## Recovering from the Storms

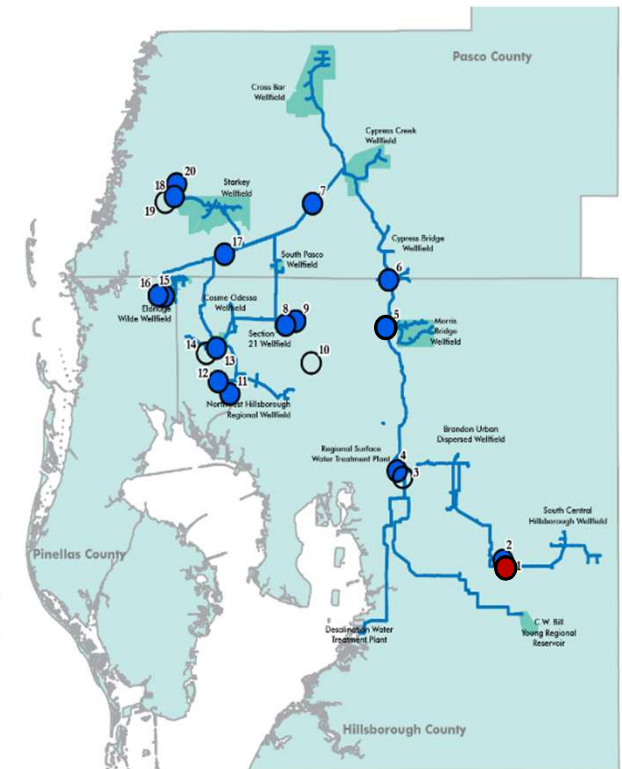


***The regional water supply continued to deliver water throughout the storms, despite widespread power outages, flooding and wind and rain damage.***



# Addressing New PFAS Rule

- **EPA set limits for 6 PFAS substances**
  - Compliance required in 5 years
- **Supporting member utilities' participation in EPA PFAS study**
  - One PFAS (PFOS) slightly above 4.0 ppt limit
  - All other PFAS below limit or not detectable
- **Next: Complete bench scale analysis of treatment methods, meet with utility staff, determine if, where and what additional treatment is needed**



- **Tampa Bay Surface Water Treatment Plant Expansion**



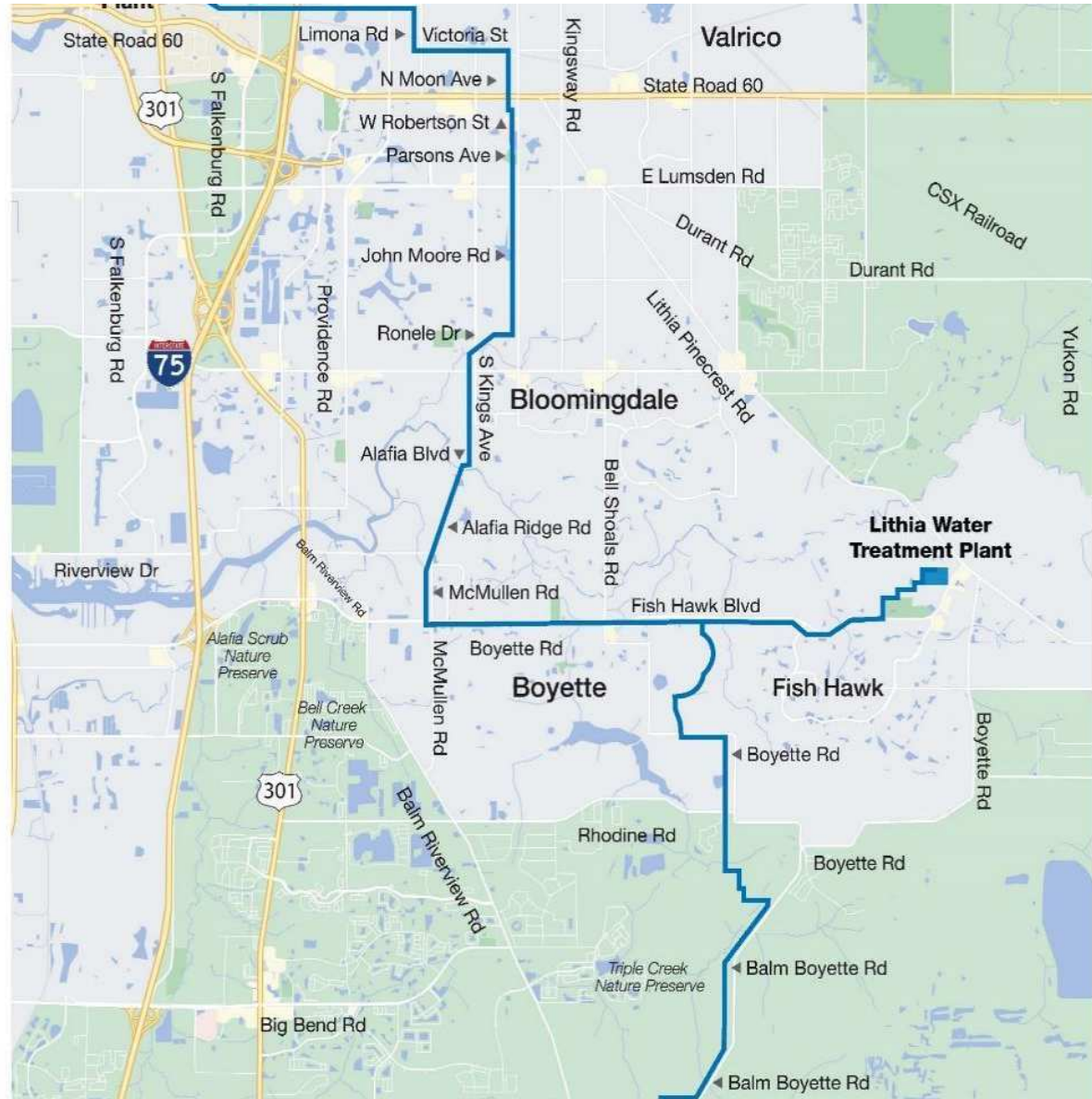
- **10-12.5 million gallons per day**
- **Progressive design-build with Veolia**
- **Currently in design phase**
- **Completion scheduled for end of 2028**



# Reliable Supply in 2028

## New South Hillsborough Pipeline

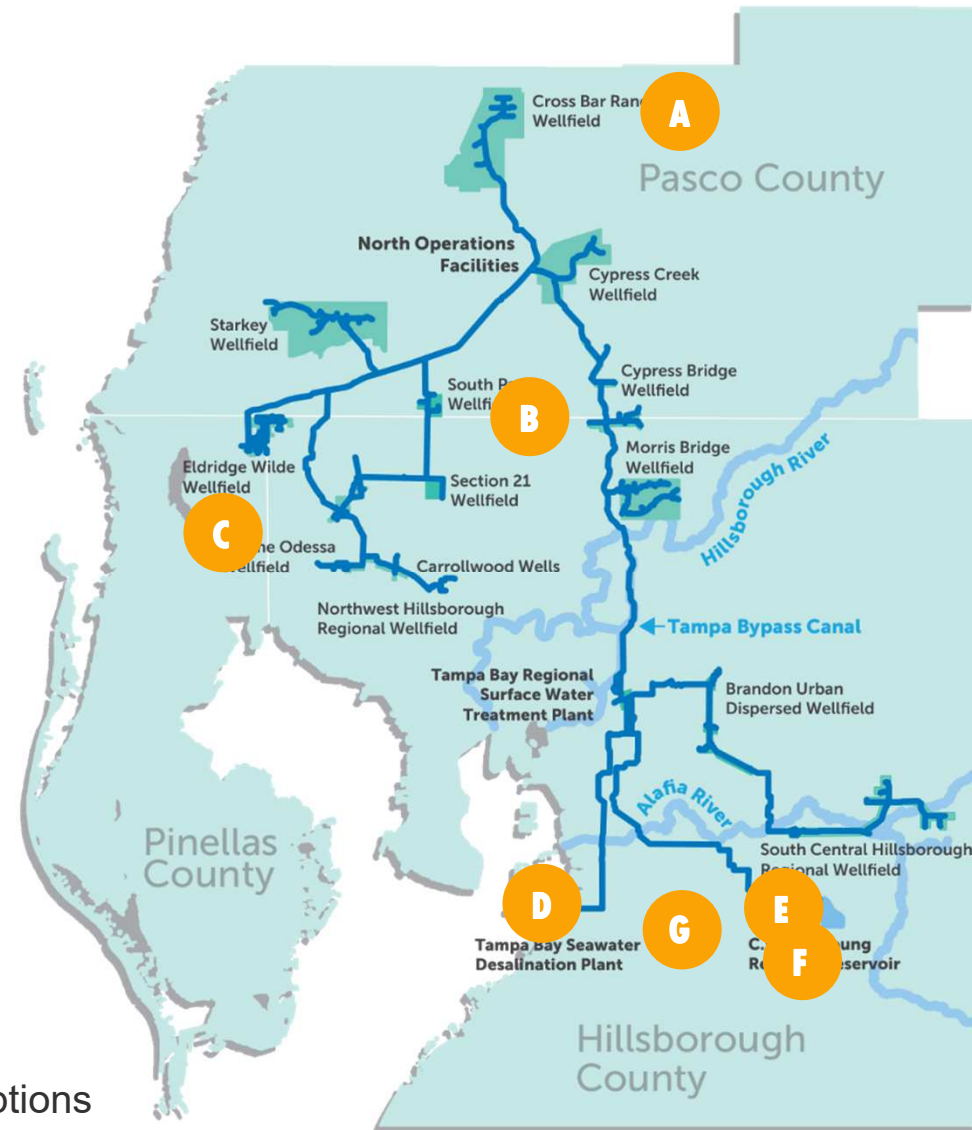
- 26 miles, up to 72 inches in diameter
- Up to 65 million gallons per day to Lithia Water Treatment Plant and new Hillsborough County point of connection



## Short List Concepts

- A. Eastern Pasco Wellfield\***
- B. Consolidated WUP Increase**
- C. North Pinellas Surface WTP & Reservoir**
- D. Desalination Plant Expansion\***
- E. Surface WTP at C.W. Bill Young Regional Reservoir via Alafia withdrawals**
- F. South Hillsborough Surface WTP & Reservoir**
- G. South Hillsborough Wellfield via Aquifer Recharge**

\* Indicates multiple types of water source options



- **Conducted every 10 years to:**
  - **Define and address potential capacity issues**
  - **Enhance reliability and resiliency to maintain level of service goals over 20-year horizon**
  - **Collaborate with our members to seek agreement on service goals**
  - **Integrate future water supplies into the regional transmission system**







# 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:** 12/3/2024  
**RE:** Purchases/Payments for City Council Approval

**REQUEST:**

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

**DISCUSSION:**

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

**RECOMMENDATION:**

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

**BUDGET/FISCAL IMPACT:**

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

**ATTACHMENTS:**

Description	Type
☐ Purchases/Payments Listing	Backup Material

PURCHASES/PAYMENTS FOR CITY COUNCIL APPROVAL

E & L Construction Group NPR Fire Station #2	\$104,975.00
Thompson Consulting Services, LLC Monitoring Debris – Hurricane Helene & Milton	\$42,477.21
E & L Construction Group NPR Fire Station #2	\$30,875.00
Maschmeyer Fleet Maintenance Bldg.	\$30,400.00
Great State Waste Service C&D Debris Removal - Hurricane Helene	\$28,494.00

RECURRING EXPENDITURES OVER \$25,000

Tampa Bay Water City of New Port Richey October Usage	\$143,948.00
Tampa Bay Water October (Fixed Cost)	\$135,319.80
Tampa Bay Water September (True-Up)	\$124,340.00
Enterprise FM Trust Lease for City Vehicles	\$86,874.07
SYNAGRO Disposal of Bio-Solids	\$44,525.88
Granicus Government Experience Cloud	\$38,520.00
Jones Edmunds & Associates GIS Support	\$35,000.00
Esri Renewal Subscription for Software	\$29,300.00
Public Risk Management Insurance Coverage	\$27,818.89



# 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, MMC, City Clerk  
**DATE:** 12/3/2024  
**RE:** Board Re-Appointment: Allan Safranek, III, Land Development Review Board

**REQUEST:**

The request before City Council is to approve the re-appointment of Allan Safranek, III to the Land Development Review Board.

**DISCUSSION:**

Allan Safranek, III has been a member of the Land Development Review Board since 2021. His current term expired on July 8, 2024 therefore he has submitted his application seeking re-appointment to the board. If approved, Mr. Safranek's term will be for three years and will be up for renewal on December 3, 2027.

**RECOMMENDATION:**

Staff recommends that City Council approve the re-appointment of Allan Safranek, III to the Land Development Review Board as submitted and accept the attached updated roster.

**BUDGET/FISCAL IMPACT:**

No funding is required for this item.

**ATTACHMENTS:**

Description	Type
☐ Application - Allan Safranek, III	Backup Material
☐ Updated Land Development Review Board Roster	Backup Material



### City Board and Committee Re-Appointment Application

I, Allan G. Safranek III do hereby submit my request for re-appointment to the:

- Cultural Affairs Committee (term length 2 years)
- Environmental Committee (term length 2 years)
- Firefighters Pension Board (term length 4 years)
- Flood Risk and Preparedness Public Information Committee (term length 1 or 2 years depending on appointment)
- Historic Preservation Board (term length 2 or 3 years depending on appointment)
- Land Development Review Board (term length 3 years)
- Library Advisory Board (term length 3 years)
- Parks and Recreation Advisory Board (term length 3 years)
- Police Pension Board (term length 4 years)

By signing this application, I certify that I meet the requirements set forth in the ordinance that governs the respected board or committee that I am a member of.

[Signature]  
Signature

9/19/2024  
Date

Allan G. Safranek III  
Printed Name

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 continuing to volunteer 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 CURRENT TERM EXPIRES/EXPIRED: 7/8/24





CITY OF NEW PORT RICHEY BOARDS/COMMITTEES  
Land Development Review Board

---

(7 members, 2 alternates, all City residents and registered voters. Three-year term.)

Purpose is to offer advisory opinions and recommendations to the City Council on matters involving the development of land in the City, including preparation and amendment of the Comprehensive Plan, the City's Land Development Code, and variances granted thereunder.

**3-Year Term through:**

**1. Donald Ivan Cadle, Jr.**

P.O. Box 2101  
New Port Richey, FL 34652  
(h) 727-849-6272  
(w) 727-842-6052  
(f) 727-843-8338  
[dicadlejr@hotmail.com](mailto:dicadlejr@hotmail.com)

**04/06/2026**

**2. John R. Grey**

6728 River Road  
New Port Richey, FL 34652  
(h) 727-992-9800  
(w) 727-849-2424  
(f) 727-842-6596  
[john@figrey.com](mailto:john@figrey.com)

**09/01/2026**

**3. Daniel Maysilles**

6134 Oakridge Avenue  
New Port Richey, FL 34653  
(h) 727-848-6315  
(c) 727-514-3234  
[gatorx1@msn.com](mailto:gatorx1@msn.com)

**09/01/2026**

**4. Robert (Bob) Smallwood**

7124 Meighan Ct.  
New Port Richey, FL 34652  
(C) 267-5863  
[Smallwood.bob@gmail.com](mailto:Smallwood.bob@gmail.com)

**07/05/2025**

**5. Beverly Barnett**  
7327 Burns Point Circle  
New Port Richey, FL 34652  
(h) 727-845-0864 (w) 727-841-6878  
[beverlybarnettlaw@gmail.com](mailto:beverlybarnettlaw@gmail.com)

**06/01/2024**

**6. Allan Safranek, III**  
5431 Foley Square  
New Port Richey, FL 34652  
(h) 727-992-1292  
[allan3@tampabay.rr.com](mailto:allan3@tampabay.rr.com)

**12/03/2027**

**7. George Romagnoli**  
6235 Florida Avenue  
New Port Richey, FL 34653  
727-992-2755  
[pascohouser@gmail.com](mailto:pascohouser@gmail.com)

**04/16/2027**

**Alternates:**

**1. OPEN**

**2 OPEN**

**Staff Liaison: TBD**

3.06.00 - Creation of land development review board

The city council hereby creates the land development review board.

The purpose of the land development review board is to offer advisory opinions and recommendations to the city council on matters involving the development of land in the city, including preparation and amendment of the Comprehensive Plan, the city's Land Development Code, and variances granted thereunder.

(Ord. No. 1374, §§ 4, 5, 9-5-95)

3.06.01 - Duties and responsibilities.

The duties and functions of the land development review board are as follows:

1. The land development review board shall recommend to the city council the adoption of ordinances promoting orderly development in conformance with the adopted Comprehensive Plan. Such ordinances may include, but are not limited to, amendments to the adopted comprehensive plan, amendments to the city's Land Development Code, and changes to the Future Land Use and Zoning Map of the city. The land development review board shall fulfill all responsibilities bestowed on other sections of the Code on the board of adjustments and appeals or the planning and zoning board.

2. The land development review board shall serve as the New Port Richey Local Planning Agency, pursuant to the requirements of Florida Statutes and the Florida Administrative Code. The board shall fulfill the responsibilities of the local planning agency as set forth in the Florida Statutes and in the city's adopted comprehensive plan.
3. The land development review board shall conduct such public hearings as may be required in order to gather information necessary for the preparation of recommendations regarding the city's adopted comprehensive plan and its Land Development Code.
4. The land development review board shall fulfill all of the functions and responsibilities previously bestowed upon the board of adjustments and appeals concerning petitions for variances from the requirements of the Land Development Code or appeals of administrative decisions rendered by the city manager, the director of development services, the building official, or other administrative staff charged with the responsibility of interpreting and enforcing the New Port Richey Code. The land development review [board] shall have the power to conduct hearings and recommend decisions to the city council where it is alleged there is an error in any order requirement, decision, or determination by an administrative official in the enforcement of the Land Development Code. In conducting any hearing and in preparing any recommendation to the city council regarding the granting of variances, the board shall adhere to the procedure and guidelines set forth in chapter V of the city's Land Development Code.

(Ord. No. 1374, §§ 4, 5, 9-5-95)

#### 3.06.02 - Membership.

1. There shall be seven (7) regular and two (2) alternate members comprising the land development review board. The two (2) alternates shall serve as a member in the absence of a regularly appointed member and shall attend all meetings. All members of the land development review board 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 land development review board will be completed so that four (4) members of the land development review board shall serve an initial term of two (2) years and three (3) members shall serve an initial term of one (1) year. Thereafter, all appointments shall be for three (3) year terms.
3. The city council shall select the members of the board by a majority vote of the city council. 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. Any board member or alternate 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 shall notify the city clerk in writing of the member's resignation.
4. All members and alternates, as well as the public, shall have a voice pertaining to the business brought before the land development review board. Only members are entitled to vote on all proceedings. Alternate members may not

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

(Ord. No. 1374, §§ 4, 5, 9-5-95; Ord. No. 1476, § 1, 2-2-99)

#### 3.06.03 - Meetings.

The land development review board shall meet as needed to fulfill its responsibilities concerning hearings on variances and appeals of administrative decisions. In addition to scheduled hearings on variances and appeals, the land development review board will meet to conduct any public hearing required to fulfill the functions of a local planning agency as set forth in Florida Statutes or in the city's adopted comprehensive plan. In no event, shall the land development review board meet less frequently than once every ninety (90) days. Meetings shall be open to the public pursuant to section 286.001, Florida Statutes. The time, date, place and agenda of the meeting shall be placed 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. 1374, §§ 4, 5, 9-5-95; Ord. No. 1476, § 1, 2-2-99)

#### 3.06.04 - Officers.

The voting members of the land development review board 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 ex officio 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. 1374, §§ 4, 5, 9-5-95; Ord. No. 1476, § 1, 2-2-99)

#### 3.06.05 - Compensation.

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

(Ord. No. 1374, §§ 4, 5, 9-5-95)



# NEW PORT RICHEY

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

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

**FROM:** Andre Julien, Director for Parks and Recreation

**DATE:** 12/3/2024

**RE:** Recreation and Aquatics Annual Membership Drive

**REQUEST:**

The request before the City Council is to review and approve a discount of 20% off for residents as well as 10% off for non-residents of the annual membership to the Recreation and Aquatics Center for the Annual Membership Drive. The additional request is to approve this year's annual membership sale dates.

**DISCUSSION:**

Around this time every year the Recreation and Aquatics Center conducts a Membership Drive. Last year we were successful in selling 214 memberships to the facility however, we will be conducting a fee analysis this year to determine the appropriateness of our fee structure and sale opportunities. The discounted rate for the Annual Membership Drive prioritizes city residents and pricing for each category is the following:

**Resident Rate (20% discount)**

Resident Youth: Regular Price \$135.00 Sales Price: \$108.00  
 Resident Senior: Regular Price \$168.00 Sales Price: \$134.40  
 Resident Adult: Regular Price \$210.00 Sales Price: \$168.00  
 Resident Household: Regular Price \$410.00 Sales Price: \$328.00

**Non-Resident Rate (10% discount)**

Non-Resident Youth: Regular Price \$168.00 Sales Price: \$151.20  
 Non-Resident Senior: Regular Price \$210 Sales Price: \$189.00  
 Non-Resident Adult: Regular Price \$268.00 Sales Price: \$241.20  
 Non-Resident Household: Regular Price \$520.00 Sales Price: \$468.00

The membership drive will be held for a two-week period beginning on Monday, December 09, 2024, and ending on Monday, December 23, 2024, to retain existing members and encourage new member(s) enrollment.

**RECOMMENDATION:**

The recommendation before the City Council is to approve this item.

**BUDGET/FISCAL IMPACT:**

No funding is required for this item.

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Membership Sale Flyer	Backup Material

# Annual Membership Sale

	<b>Resident</b>	<b>Non-Resident</b>
<b>Youth</b>	\$108.00	\$151.20
<b>Senior</b>	\$134.40	\$189.00
<b>Adult</b>	\$168.00	\$241.20
<b>Household</b>	\$328.00	\$468.00

*Dec. 9th, 2024 - Dec. 23rd, 2024*

Follow us on  
Instagram



For more information, please call  
(727) 841-4560

Like us on  
Facebook





# 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:** 12/3/2024

**RE:** Approval of Florida Department of Law Enforcement SAFE Grant

**REQUEST:**

The request for City Council is to approve the Florida Department of Law Enforcement (FDLE) supplemental State Assistance for Fentanyl Eradication (SAFE) grant for police overtime and equipment to combat illegal fentanyl activity in the amount of \$33,365.29.

**DISCUSSION:**

The council approved the first SAFE grant award from FDLE in the amount of \$99,364.00 on October 17, 2023. To continue with our law enforcement efforts to combat illegal fentanyl activity, the State of Florida (through FDLE) has approved a supplemental SAFE Grant for the New Port Richey Police Department in the amount of \$33,365.29.

The SAFE Grant will pay for our officers’ overtime, provide equipment, and provide monies to allow specially trained and equipped NPRPD officers to combat this fentanyl epidemic. Additionally, FDLE will provide resources and manpower to assist our police department with strategic drug interdiction operations.

The SAFE grant will greatly benefit our community by targeting fentanyl dealers with the goal of eliminating them from our jurisdiction.

City Attorney Tim Driscoll reviewed the grant contract along with the mutual aid agreement and approved them both as to form.

**RECOMMENDATION:**

Approve the FDLE SAFE grant in the amount of \$33,365.29 dollars along with the corresponding budget amendment that allocates the SAFE grant funds/expenditures to the F.Y. 2025 police budget.

**BUDGET/FISCAL IMPACT:**

No budget impact

**ATTACHMENTS:**

Description	Type
FDLE SAFE Grant Supplemental Award - \$33,365.29	Backup Material
Budget Amendment - SAFE Grant	Backup Material

# FUNDING REQUEST

FY24-25 STATE FINANCIAL ASSISTANCE FOR FENTANYL ERADICATION (S.A.F.E.) IN FLORIDA PROGRAM

## PROJECT ACTIVITIES AND TIMELINE

Grant funds will be used to conduct investigations designed to combat illegal fentanyl activity as approved by the S.A.F.E. Executive Board. The Recipient will be responsible for the tasks and activities defined in the requested case, referenced below.

DESCRIPTION, CASE NAME, OR CASE #	FUNDING REQUEST AMOUNT	ANTICIPATED START DATE	ANTICIPATED COMPLETION DATE
Operation Market Garden	\$33,365.29	11-1-24	6-30-25

Initial Request

Supplemental Request\*

\*Include the supplemental request amount in "Funding Request Amount" above; Do not include any previous requests or awarded amounts. Complete the budget request below with details relating to this request, not previous funding.

## BUDGET

Is this case being funded in part or whole by another agency, grant, or other funding source (HIDTA, etc.)?

No

Yes (please provide details below)

To support the activities defined in the referenced case, include budget details below.

Outside of investigative costs, priority will be given to send fiscally constrained counties to the appropriate drug investigation trainings.

CATEGORY	NOTE	DESCRIPTION	REQUESTED FUNDS	FDLE APPROVED FUNDS FOR FDLE USE ONLY
Overtime for Personnel	Fringe benefits are not allowable costs with this round of funding.	Overtime to cover operations to include surveillance, traffic stops, CI and UC buys and search warrant executions. Overtime to cover training costs in payroll	\$25,000	\$ 25,000
Training	Pre-approval for trainings is required. Please include as much information as possible in the description.		\$0	\$
Travel Costs			\$0	\$
Supplies			\$0	\$
Equipment	Pre-approval for equipment is required. Please include as much information as possible in the description.	50 Multi drug test kits to include fentanyl testing and 50 single test fentanyl test kits. These are presumptive field kits needed to confirm the presence of illegal drugs in the field for charges. \$365.29  Covert audio and video recording device and back end support. This equipment is used during CI and UC operations to assist with evidence gathering and more	\$6,365.29	\$ 6,365.29



		importantly, safety of the CI or UC as it provides real time audio and video to rescue officers. \$6000.00		
Contractual Services	Transcription services, etc.	N/A	\$0	\$
Other Costs			\$2000	\$ 2,000.00
<b>Total</b>			<b>\$33,365.29</b>	<b>\$ 33,365.29</b>

**RECIPIENT CONTACT INFORMATION**

RECIPIENT GRANT MANAGER		RECIPIENT CHIEF OFFICIAL		RECIPIENT CHIEF FINANCIAL OFFICER	
Name:	David Crowell	Name:	Robert Kochen	Name:	Crystal Dunn
Title:	Detective	Title:	Chief of Police	Title:	Finance Director
Address:	6739 Adams St New Port Richey, FL 34652	Address:	6739 Adams St New Port Richey, FL 34652	Address:	519 Main St New Port Richey, FL 34652
Phone:	443-864-2960	Phone:	727-841-4550	Phone:	727-853-1054
Email:	crowelld@cityofnewport richey.org	Email:	kochenr@cityofnewport richey.org	Email:	dunnc@cityofnewportrichey.org

AGENCY INFORMATION	
Agency Name:	New Port Richey Police Department
FEID/FEIN:	59-6000386
Remittance Address:	5919 Main St New Port Richey, FL 34652

I hereby certify that I have reviewed the request above and find them necessary for program activities. I am the signing authority or have been delegated as such by the appropriate official. Information regarding the signing authority is available for review if needed.

*David Crowell NP, FL*

Recipient Chief Official or Designee Signature

7-24-24  
Date

Detective David Crowell

Recipient Chief Official or Designee Printed Title and Name

**FOR FDLE USE**

FDLE Case #:	TM-18-0292
Comments:	

By signing below, this request is authorized by the FDLE S.A.F.E. Executive Board for the amounts listed in the FDLE Approved Cost column of the budget table above, and comments listed in this section.

*Jennifer Miller*  
FDLE Chief of Planning and Budgeting Signature

11/8/24  
Date

Jennifer Miller  
FDLE Chief of Planning and Budgeting Printed Name



**BUDGET AMENDMENT REQUEST**

Date 12/3/2024 NO. \_\_\_\_\_

**INCREASE**

Account No.	Division	Description	Budget Current	Change	Proposed Budget
001 331371	General	FDLE - SAFE Grant	-	33,365	33,365
001064 41411	General	Overtime	100,000	25,000	125,000
001063 45299	General	Operating Expenses	1,500	365	1,865
001063 46431	General	Special Purpose Equipment	-	6,000	6,000
001063 45299	General	Operating Expenses	1,500	2,000	3,500
					-
					-
					-

**DECREASE**

Account No.	Division	Description	Budget Current	Change	Proposed Budget

**Explanation:** FLDE SAFE Grant funding and expense allocation request.

Requested By: Robert Kochen  
 Department Head

Approved By: \_\_\_\_\_  
 Finance Director Crystal Dunn  
 City Manager \_\_\_\_\_

Council Action Required  Yes  No (If Yes, Date Approved \_\_\_\_\_)

Date Posted \_\_\_\_\_ Current Month \_\_\_\_\_ Posted By: \_\_\_\_\_





# NEW PORT RICHEY

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

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

**FROM:** Robert M Rivera – Public Works Director

**DATE:** 12/3/2024

**RE:** RFQ 24-026 Award - Professional Engineering Services/City Engineer

**REQUEST:**

Attached for City Council’s review and consideration for approval is RFQ 24-026 firm rankings for professional engineer consulting services and award professional engineering services to Colliers Engineering & Design, Incorporated. Included in the award is the attached agreement for services, and a standard hourly rates schedule.

**DISCUSSION:**

Following the procedures set forth in Florida Statutes, staff advertised for Statements of Qualifications for firms interested in providing the city with engineering services for the City Engineer assignment. In response to the City's advertisement, two (2) firms submitted letters of interest and Statements of Qualifications on September 9, 2024. A committee composed of three (3) members of the City staff reviewed the Statements of Qualifications submitted by each firm and contacted references as appropriate. Interviews with the two (2) firms were conducted on October 2 and 3, 2024. The firms were evaluated in the following categories:

1. Understanding the City’s needs,
2. Overall ability to execute services,
3. Experience and qualifications; no conflicts,
4. Past performance and reference,
5. Location of Firm and staff assigned to this project.

Based upon the materials presented in the written proposals and the information obtained through the interview process, the staff is recommending to the City Council that the following ranking of firms be approved.

1. Colliers Engineering & Design, Incorporated
2. Forefront Architecture and Engineering

**RECOMMENDATION:**

Approval of the rankings and attached agreement for engineering services are recommended.

**BUDGET/FISCAL IMPACT:**

Funding is identified in the Development Department’s Operating Budget Line Item 001081.43121.

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> RFQ24-026 Submissions	Backup Material
<input type="checkbox"/> Scoring Sheets	Backup Material
<input type="checkbox"/> Agreement	Backup Material



City of New Port Richey

## Professional Engineering Services/ City Engineer

RFQ 24-026 | September 9, 2024 **Original**

Colliers Engineering & Design, Inc.  
5471 W Waters Ave, Suite 100  
Tampa, FL 33634  
813 207 1061

Proposal Number: 24009326P



5471 W Waters Ave, Suite 100  
Tampa, FL 33634

September 9, 2024

City of New Port Richey  
Debbie L. Manns, ICMA-CM  
5919 Main Street  
New Port Richey, Florida 34652

Ref: Professional Engineering Services/ City Engineering Services  
RFQ 24-026

Dear Selection Committee:

Colliers Engineering & Design, Inc. (CED) appreciates the opportunity to submit our response to provide Professional Engineering Services/ City Engineer services to the City of New Port Richey (City). We are very familiar and proficient with tasks that are outlined in the Request for Qualifications (RFQ) (Scope of Services) which includes, but not limited to, advisory services, public works construction projects, as well as any other miscellaneous services. Our firm has been providing the exact services requested within RFQ for over 40 years in other municipalities. We have the expertise to successfully act as the City's Engineer.

The firm's commitment to excellence, innovative thinking, and meticulous attention to detail are shared across all affiliated entities, creating a consistent standard of quality and client satisfaction. Our municipal/civil engineers, grant specialists, architects, surveyors, consultants, and planners provide viable and creative solutions to local municipal agencies to help meet diverse planning, infrastructure, and capital improvement goals while protecting functionality, natural resources, aesthetics, and quality of life. We strive to accelerate our clients success in every aspect.

A benefit of CED is the strength of our in-house services that encompass all aspects of municipal endeavors including civil engineering, architecture, landscape architecture, electrical engineering, right-of-way and traffic engineering, construction engineering, surveying, environmental permitting, preparation of plans and specifications, geotechnical engineering, CEI, and engineering plan review. We have the expertise, flexibility, and staffing levels to meet your project demands in-house and locally, if needed.

Our Senior Principal, Paul M. Sterbenz, PE, will serve as contract/project manager and will be the primary point of contact. Mr. Sterbenz has been with the firm for 36+ years and previously managed the Governmental Services Division for CED and has represented municipalities for the past 34 years. Paul's previous experience as a City Engineer has equipped him with the ability to provide the required services for this contract.

Thank you for your consideration and we look forward to working with you as a trusted partner. Should you have any questions, please feel free to contact Paul Sterbenz, PE at paul.sterbenz@collierseng.com, 908.200.2812. Senior Principal, I personally commit CED's priority effort to meet all City's requirements efficiently, effectively, and on schedule and within budget.

Sincerely,  
Colliers Engineering & Design, Inc.



Paul M. Sterbenz, PE  
Project Manager | Senior Principal



## Engineering & Design

The CED Benefit .....

- Providing engineering services for over 40 years, especially serving as Municipal Engineers.
- We have secured grants totaling over \$195M, accelerating our clients success.
- We strive to accelerate our clients success through innovation and cost saving solutions.
- We work and live in the Communities we support, we strive to achieve our clients goals through accelerating their success.

Contract/Project Manager:

- Mr. Paul Sterbenz, PE,  
Senior Principal  
5471 W Waters Ave. Suite 100,  
Tampa, FL 33634  
P: 908.200.2812  
E: paul.sterbenz@collierseng.com



Longstanding Client Relationships serving as a City/Town Engineer.

*"It is my great pleasure that I recommend CED having worked closely with many of their professionals since 2002. I have experienced firsthand the dedication, professionalism and excellence they bring to all the projects handled for the Township of Lopatcong."*

Beth Dilts, MMC, Municipal Clerk/  
Administrator

**Certification of Information Provided**

I certify that the information and responses provided on this submittal are true; accurate and complete. The City of New Port Richey or its representatives may contact any entity or reference listed in this submittal. Each entity or reference may make any information concerning the Respondent available to the Owner.

Paul M. Sterbenz  
\_\_\_\_\_  
Signature  
Paul M. Sterbenz, PE  
\_\_\_\_\_  
Printed Name  
As Senior Principal (title)

Dated this 9 day of September, 2024.


STATE OF Florida }

COUNTY OF Hillsborough }

On this 9 day of September, 2024, before me the undersigned authority, personally appeared Paul M. Sterbenz, PE, to me known to be the individual described in and who executed the forgoing instrument as Senior Principal (title) of the firm of Colliers Engineering & Design and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

Michelle Egua  
\_\_\_\_\_  
(Signature of Notary Public - State of Florida)  
Michelle Egua  
\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name)  
Personally known X  
Or produced identification \_\_\_\_\_

[  
  
] **MICHELLE F. EGUA**  
Notary Public  
State of Florida  
Comm# HH514369  
Expires 4/10/2028

Type of identification produced \_\_\_\_\_



SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The City of New Port Richey  
(print name of the public entity)  
by Paul M. Sterbenz, PE, Senior Principal  
(print individual's name & title)  
for Colliers Engineering & Design  
(print name of company submitting sworn statement)  
whose business address is 5471 W Waters Ave, Suite 100, Tampa, FL 33634

and (if applicable) its Federal Employer Identification Number (FEIN) is 22-2651610

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH I (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.107, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

*Paul M. Sterbenz*

(signature)

9/9/24

(date)

STATE OF Florida

COUNTY OF Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Paul M. Sterbenz, PE

who, after first being sworn by me, affixed his/her signature

(name of individual signing)

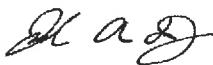
In the space provided above on this 9 day of September, 2024

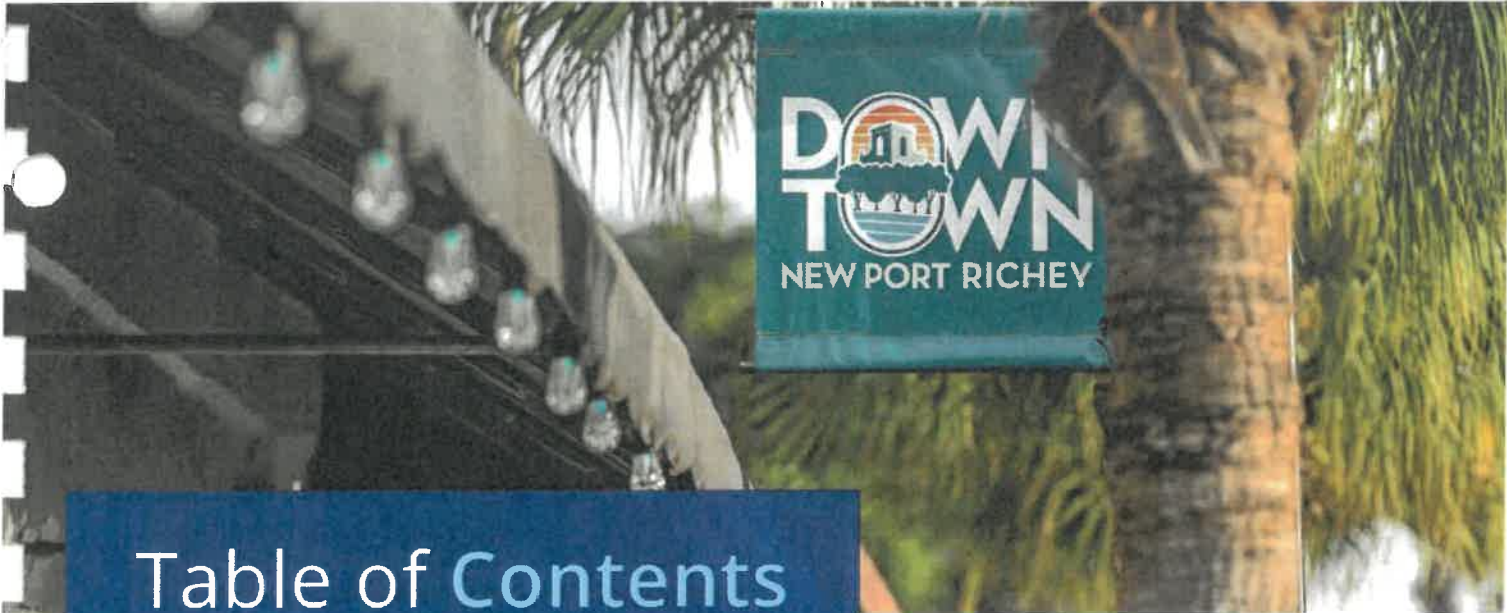
My commission expires: 4/10/2028

*Michelle P. Egua*  
(NOTARY PUBLIC)  
**MICHELLE P. EGUA**  
Notary Public  
State of Florida  
Comm# HH514369  
Expires 4/10/2028



Form PUR 7088 (Rev. 08/06/01)

ARCHITECT-ENGINEER QUALIFICATIONS					1. SOLICITATION NUMBER (If any)	
PART II – GENERAL QUALIFICATIONS						
<i>(If a firm has branch offices, complete for each specific branch office seeking work.)</i>						
2a. FIRM (or branch office) NAME <b>Colliers Engineering &amp; Design, Inc.</b>				3. YEAR ESTABLISHED <b>1984</b>		4. UNIQUE ENTITY IDENTIFIER
2b. STREET <b>5471 W Waters Avenue, Suite 100</b>				5. OWNERSHIP		
2c. CITY <b>Tampa</b>		2d. STATE <b>FL</b>	2e. ZIP CODE <b>33634</b>		a. TYPE <b>Corporation</b>	
6a. POINT OF CONTACT NAME AND TITLE <b>Michael G. Ehrhart, Principal Associate / Regional Manager</b>				b. SMALL BUSINESS STATUS <b>N/A</b>		
6b. TELEPHONE NUMBER <b>813 207 1061</b>		6c. E-MAIL ADDRESS <b>michael.ehrhart@collierseng.com</b>		7. NAME OF FIRM (if block 2a is a branch office)		
8a. FORMER FIRM NAME(S) (if any) <b>Maser Consulting</b>				8b. YR. ESTABLISHED		8c. UNIQUE ENTITY IDENTIFIER
9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function code	b. Discipline	c. No. of employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
06	Architect	104	1	B02	Bridges	8
48	CADD Technician	146	4	C10	Commercial Building Shopping Centers	8
08	Civil Engineer	280	5	D02	Dams; Dikes; Levees	3
13	Communications Engineer	43		E01	Ecological & Archaeological Investigation	5
15	Construction Inspector	108		E02	Educational Facilities; Classrooms	9
19	Ecologist	9		E09	Environmental Impact Study/Assessment/State.	8
21	Electrical Engineer	31	2	G01	Garages	4
24	Environmental Scientist	47	1	H07	Highway	7
27	Foundation/Geotech. Engineer	41	2	H11	Housing	8
29	GIS Specialist	15		L02	Land Surveying	9
37	Interior Designer	27	1	L03	Landscape Architecture	6
38	Land Survey/Geospatial/SUE/UAS	365	24	O01	Office Buildings; Industrial Parks	6
39	Landscape Architect	23		P04	Pipelines	8
42	Mechanical Engineer	41		P06	Planning	8
47	Planners: Urban/Regional	18		R04	Recreation Facilities	7
52	Sanitary Engineer	23		S04	Sewage Collection	6
57	Structural Engineer	66		S05	Soils & Geologic Studies	6
60	Transportation Engineer	98		S13	Storm Water Handling & Facilities	6
62	Water Resources Engineer	48		T03	Traffic & Transportation Engineering	8
	Other Employees	597	12	T06	Tunnels & Subways	8
	<b>Total</b>	<b>2130</b>	<b>52</b>	<b>W03</b>	<b>Water Supply</b>	<b>6</b>
11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER				
a. Federal Work	5	1. Less than \$100,000		6. \$2 million to less than \$5 million		
b. Non-Federal Work	10	2. \$100,000 to less than \$250,000		7. \$5 million to less than \$10 million		
c. Total Work	10	3. \$250,000 to less than \$500,000		8. \$10 million to less than \$25 million		
		4. \$500,000 to less than \$1 million		9. \$25 million to less than \$50 million		
		5. \$1 million to less than \$2 million		10. \$50 million or greater		
12. AUTHORIZED REPRESENTATIVE						
The foregoing is a statement of facts.						
a. SIGNATURE 					b. DATE <b>09/13/23</b>	
c. NAME AND TITLE <b>Joseph A. Dopico, Chief Operating Officer</b>						



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## Tab 1: Understanding of City's Needs

### Understanding of City's Needs

The scope of services desired by the City in the 2025 calendar year for the "Engineer" as defined in Section 3.02.02 of the City Code are outlined on Page 2 of 8 of the City's Request for Proposal (RFP).

CED has reviewed these services and we understand the City's needs and requirements and we stand ready to provide the following:

**Advisory Services 1 and 6:** Mr. Sterbenz can attend the meetings of the City Council, Development Review Committee (DRC), and Land Development Review Board (LDRB) at the assigned times. Mr. Sterbenz has attended several thousand public meetings for municipalities since 1989.

**Advisory Service 2:** Mr. Sterbenz will provide advice when requested by City officials and employees. Mr. Sterbenz has provided advice to City officials and employees in his role as city engineer in other locations.

**Advisory Service 3:** Mr. Sterbenz can furnish advice and consultations on the operation and maintenance of the City's utilities, stormwater, and transportation systems under the direction of the Public Works Department. He has worked closely with Public Works Departments and provided advice and consultations on infrastructure in his capacity as city engineer since 1989. Because CED is a multi-disciplinary firm, Mr. Sterbenz will have internal resources available to assist in this process. For example, CED's Transportation Group is available to assist Mr. Sterbenz and the City on operational issues pertaining to a City owned traffic signal.

**Advisory Service 4:** Mr. Sterbenz will review project plans and other documents submitted by private property owners for compliance with City codes and regulations and other applicable requirements. He is available to meet with residents, contractors, developers, and consultants as needed during the review process. Mr. Sterbenz has reviewed plans, reports, and other documents submitted by developers proposing projects on private property on behalf of local development review boards since 1989.

**Advisory Service 5:** Mr. Sterbenz will perform site inspections where required by the City to evaluate compliance with an approved plan. If daily inspections of improvements are required during the construction of a project, Mr. Sterbenz will assign an inspector from CED to the project since CED has these resources as a multi-disciplinary firm.

**Public Works Construction Projects:** Mr. Sterbenz will work with the City on the analysis/study of improvement projects, the preparation of construction plans, technical specifications, and bid documents, the procurement of requisite construction permits, and the review of bids submitted by contractors. Mr. Sterbenz has performed all these duties as an engineer for other cities since 1989.

If a particular capital improvement project requires additional expertise, such as one with a sanitary sewer pump station, Mr. Sterbenz will have internal resources to assist in this type of design task as CED has these resources as a multi-disciplinary firm.

## Tab 2: Overall Ability to Execute Services

### Capabilities and Approach

CED understands the importance of the municipal engineer in the flow of work in a municipality, having served as the municipal engineer, as well as the engineer for Planning Boards and Zoning Boards of Adjustment for many municipalities for over 40 years. Public sector projects could be delayed if the municipal engineer is not performing the work in a timely manner and in accordance with timelines established by the municipality or as prescribed in the Code of the City. CED pledges to the City that project assignments will receive appropriate resources to fulfill schedule and budget requirements. Our proposed project manager and key staff have the experience, commitment to quality, and depth of resources to ensure availability to address all assignments associated with this contract. CED is dedicated to addressing the needs of our clients in a manner that is responsive, budget-conscious, focused, and technically sound.

**Potential Tasks & Timeliness.** With respect to assignments that involve City projects, our contract manager shall clarify upon receipt of the assignments from the City the deadlines that must be adhered to by CED. If an issue arises during the processing of the assignment that would affect the schedule, the contract manager would communicate with the City's project manager and discuss how this issue can be addressed and adjustments to the original schedule.

In regards to assignments pertaining to development reviews and permit applications for work proposed within the City right-of-ways, the contract manager shall adhere to any timelines for processing reports and permits that are prescribed in the City Code. If there are no timelines prescribed in the City Code for the processing of reports and permits, the contract manager will communicate with appropriate City staff to determine the deadline that must be adhered to for completing the assignment.

While assignments are being processed, whether on City or developer sponsored projects, the contract manager shall stay in communication with key City staff to advise on progress that is being made. If required, the contract manager shall meet with City staff on a regular or as needed basis to review progress on assignments.

At CED, we have developed a successful, fit-for-purpose project delivery process that includes budget, quality control/quality assurance, and schedule control methodologies. Backed by our on-going experience serving as municipal engineering consultants, we understand the responsibility for transparent planning and accountability when using public funds. Utilizing specialized financial tracking software, we also closely monitor our labor and expenses on a weekly basis allowing our project manager to proactively respond and control our contract costs. Throughout design and our Quality Assurance/Quality Control management program, we utilize our CEI team to collaborate on constructibility and value engineering perspectives. We also have staff experienced in lifecycle analysis, sustainability, and resiliency.

CED relies heavily on internal/external communication, internal milestone development and controls, and scheduling software to ensure that we deliver on time and within budget. These management controls are further described in concert with time-tested procedures utilized by CED below:



#### Contract Management

CED will be responsible for reviewing and evaluating the requirements and expectations for each assignment and recommending an approach tailored to meet all specific scope elements. Upon receipt of any assignment, our Project Manager, Paul Sterbenz, PE, will thoroughly review the scope of services and related information provided by the City. This review will allow us to recommend the appropriate scope requirements, schedule and economics when determining the plan of action on the task assignment in a follow-up coordination meeting with the City's Project Manager for consensus prior to staff hour development.

One of the most important parts of any successful project is proper communication with all stakeholders during all phases of project cycle. CED holds periodic meetings with the client, stakeholders, and team staff to properly understand challenges, review of anticipated projects or planning efforts.

**Work Assignment Proposal Development.** Upon notification of a request for a new assignment proposal, Mr. Sterbenz will coordinate directly with the City's Project Manager to fully understand the needs and scope of the project. He will then work closely with our team leaders to

build a specific project team whose skillsets and expertise are most appropriate for the assignment. Our proposed project team will be clearly documented in the proposal with the team's roles and responsibilities. The project team will be relied upon to develop a comprehensive proposal to execute a successful project. By involving the individuals with the specific technical expertise at the proposal development stage, our proposal and budgets are directly established by these key individuals that will be relied upon to deliver the assignment. Mr. Sterbenz will review and prepare the final budget to ensure that it is both comprehensive and efficient at addressing the project goals.

**Project Task Initiation.** Preparation of the staff-hour estimate and fee will then be completed and submitted for review and negotiation. Each Assignment will include a kickoff meeting to review the approach, schedule milestones, design, permitting, site specific safety requirements, field documentation, and project specific QC plan. We understand that each assignment is different, and our approach will match the specific project assignment.

**Task Delivery.** Mr. Sterbenz will ultimately be accountable for delivering all assignments on-time and within budget. This requires constant communication with the individual project team members. By having regular internal discussions about the progress and design decisions of the individual task, it provides insight into status and some of the potential issues that could arise. This "hands-on" approach is crucial to maintaining the workload of the entire team so that it is managed, balanced, and reallocated as necessary.

CED also employs several time-tested tools to help manage the overall workload and the individual task schedules and budget. We will rely on regular progress meetings, both internally and with the City, when necessary, to review each task teams' progress. Mr. Sterbenz will maintain a database of all City assignments so that he can monitor the milestone due dates as well as budgets both for the individual tasks as well as the overall program. These management practices have proven to identify issues with deadlines and budgets early in the process so that they can be addressed prior to causing issues.



#### Schedule

CED is committed to meeting all of the "project specific" time requirements for the agreed upon scope of services negotiated for each Assignment under this contract. The successful execution of this contract will be achieved by confirming each assignment is organized, managed, and performed to meet the City's delivery schedules.

CED will use Microsoft Project to establish project schedules that clearly define project milestones and goals.

This provides comprehensive reporting of the completion of critical path activities, such as target placement, data acquisition, control adjustments, data processing, QA/QC reviews, and final deliverables.

Our Project Manager will schedule individual or group progress meetings, field reviews and/or office visits, as necessary, to meet established due dates and address questions or concerns promptly as they arise.

Upon receipt of each Assignment, we will schedule a face to face or virtual kickoff meeting with the City to confirm/review all scope items, project schedule, staffing/resource plan, and any required stakeholder coordination

The project kickoff meeting agenda will define the schedule, including identifying all milestones. Once these milestones are identified, we will propose items in the schedule that can be advanced or prioritized. These items will be based on the needs of the in-house design team or EOR we are supporting to minimize critical timelines and relieve the burden on the City.



### Responsiveness

Having served as the municipal engineer, as well as the engineer for Planning Boards and Zoning Boards of Adjustment for many municipalities since the firm was formed CED understands the importance of the municipal engineer in the flow of work in a municipality. Both public and private sector projects could be delayed if the municipal engineer is not performing the work in a timely manner and in accordance with timelines established by the municipality or as prescribed in the Code of the City.

With respect to assignments that involve City projects, our contract manager shall clarify upon receipt of the assignments from the City the deadlines that must be adhered to by CED. If an issue arises during the processing of the assignment that would affect the schedule, the contract manager would communicate with key City staff and discuss how this issue can be addressed and adjustments to the original schedule.



### Communication

Effective communication, coordination, and collaboration between our team partners, fellow contract holders and the Project Manager will be vital throughout this contract. This will be achieved through developing a clear understanding of the scope, defining roles and expectations, establishing clear communication protocols, open and clear collaboration and reporting, and transparency regarding both achievements and challenges.

The agenda for the kick-off meeting for each assignment and subsequent weekly team meetings includes discussions regarding project goals, schedule, progress,

and performance with input welcome from all the members of the project team. In this way, our team members are fully informed regarding project status and their individual responsibilities. If issues or challenges arise during a project, they are discussed with various team members, a plan of action is formulated, and instructions guiding the way forward are disseminated appropriately for implementation.



### Cost Control - Design Budget

CED is committed to meeting all of the "project specific" budget requirements for the agreed upon scope of services negotiated for each assignment under this contract. Budgets for each assignment will be tracked and maintained on a weekly basis using the project management portals included in BST Financial Software (Ver.10). This allows for monitoring of project financial details to quickly determine which activities are negatively impacting the schedule or budgets and, if required, institute aggressive corrective actions including adding resources to prevent cost overruns. Invoicing will be prepared monthly to coincide with milestone deliverables and will document the percent complete status for each assignment.



### QA/QC Management Program

Our QA/QC program is continually monitored to maximize its success and to identify possible improvements. **Each CED employee is a part of this QA/QC program, and it applies to all our disciplines and office locations.** The CED QA/QC Program manual is designed to help Project Managers implement practices for effective project management and incorporates department-specific guidelines as they are developed.

It is CED policy to establish, commit to, implement, and monitor a QA/QC plan for every project, ensuring quality deliverables for our clients. A detailed QA/QC plan encompassing all the disciplines included for this contract shall be developed to ensure deliverables are efficiently and accurately prepared. **CED takes full responsibility for the quality of our project submittals, including components prepared by our subconsultants.**

**Quality Assurance:** CED understands the City's concerns regarding the importance of quality products and agrees that deliverables include complete and well documented data supporting the associated reports and digital files. We accomplish this by educating, training, and mentoring our personnel. Each member of the CED production staff receives a SOP that details our procedures and workflow from field to finish. QA is supported daily by the Project Manager, Task Lead or QC Manager assigned to the specific assignment who will oversee and monitor the

process and results with field and office staff to ensure we are collecting the requested data using the agreed upon methods.

**Quality Control Process (QCP):** Quality is accomplished through standardized field and office workflows and a series of systematic reviews throughout each assignment and documenting production process.

To achieve the highest possible quality, deliverables for each assignment will be reviewed by a qualified independent reviewer from the appropriate technical discipline. Our QCP for all submittals is redundant in nature, having a minimum of two reviewers for every assignment. As depicted in the diagram below, each reviewer follows a strict order of process which involves thorough back-checking of all documentation. The reviewer's comments will be coded in **RED**, plans will be updated per the comments and noted in **GREEN**, and the back

No. _____	Date: _____
<b>CHECK PRINT</b>	
Dwg. Checked against calcs. And calc. check confirmed	
By: _____	Date: _____

Checked By: _____	Date: _____
Backchecked By: _____	Date: _____
Corrected By: _____	Date: _____
Verified By: _____	Date: _____

checker will verify the changes are made with **BLUE** ink. The final step of the process is a QA review by senior project management to ensure the QCP process was followed.



### Safety

Safety is a core value for CED. CED has adopted the Behavior Based Safety (BBS) model as an enhancement to our existing safety program to live a Safety Culture at work and home. CED crew members and project management maintain Intermediate Maintenance of Traffic (IMOT) certifications as well as OSHA 10-hour, OSHA 30-hour, OSHA HazWOPER, confined space entry, coalition for construction safety (CCS), E-Rail Safe, and first aid/CPR training. We regularly inventory all personnel and vehicle safety equipment and use daily Health & Safety Checklists forms and on-site "tail gate" meetings to assess and mitigate for potential hazards.

For best assurance that our staff contribute to the safety of staff, and the general public, our safety program includes following the most comprehensive drug-free workplace program in the industry.

## Tab 3: Experience and Qualifications

### Firm Experience and Qualifications

Our qualifications stand out from our history of designing customized solutions to meet our clients' need which include cost savings design that support the client's community growth. This experience includes projects funded through state and federal programs as well as preparing applications and managing grant requirements.

CED is a multi-disciplinary professional services firm with expertise in a wide range of engineering, consulting, and surveying services. In Florida, we have eight offices with over 160 employees with over 2600 employees nationwide. CED's additional offices in Orlando, Ft. Myers, Boca Raton, Melbourne, Miami, Ft. Lauderdale, and Jacksonville will also be available to provide support services for any engineering or survey review tasks assigned under this contract.

**CED has been representing municipalities as their selected municipal engineer since the firm was established.** While the majority of this experience has been in the northeastern US, professionals that contributed to the success of the firm's service to various municipalities in that area of the Country have relocated permanently to Florida and would be assigned to manage the contractual agreement between the City.

Mr. Paul Sterbenz, PE, will be the contract manager for the contract between the City and CED and be the primary point of contact. He has over four decades of experience in the engineering industry working on public and private sector projects. Mr. Sterbenz has provided services similar to those outlined in the Scope of Services section for multiple municipalities.

Because CED is a multi-disciplinary firm, Mr. Sterbenz will have resources available if required on a review or estimating assignment. For example if some questions arise on a development application relative to the adequacy of site soils to infiltrate surface water, he can engage a representative of our geotechnical engineering group to review that aspect of the development application.

Our qualifications are further illustrated by our current general engineering contracts within Florida, including the Counties of Palm Beach, Miami-Dade, Lee Charlotte, Sarasota, Manatee, Pinellas, Jacksonville District Army Corps of Engineers, and the cities of Boynton Beach, Madeira Beach, Miami Gardens, North Port, Tampa, Clearwater, Kissimmee, Bradenton Beach, Holmes Beach, and Orange City. We also hold multiple FDOT professional services contracts for District 1, 4, 5, & 6. CED professionals provide a full range of services to assist municipalities, authorities, and state agencies providing diversified services.



Our professional engineers take a responsive approach in helping public clients realize their long- and short-term objectives. Our expertise spans all aspects of municipal engineering, consulting, and public works management from the supervision of capital improvement projects to performing zoning and land use board reviews. Beginning with navigating grant and funding options, and following through with planning, design, permitting, and construction observation and administration, we have the appropriate skills and services to bring your tasks, reviews, or projects to a successful close-out. Having experience with both public and private applications has given our professionals a unique insight into both sides of the review process. The advantage afforded by our comprehensive suite of in-house support disciplines streamlines communications, enabling us to deliver the best options and value for your community. CED professionals provide a full range of services to assist municipalities, authorities, counties, and state agencies.

As another CED benefit, our design expertise includes civil engineering, stormwater and drainage design, flood protection, water resource, canals, water control structures, roadway and pedestrian sidewalk design, intersection improvements, bridges, transportation, traffic studies, traffic calming evaluation and design, signage, pavement markings, Maintenance of Traffic (MOT), and many other areas including permitting, bidding, and project management. In addition to design services, CED also provides general engineering, stormwater modeling, architectural design, environmental, CEI, geotechnical, electrical, SUE, GIS, asset management, and survey services. CED also has an in-house CMT laboratory, in our Fort Myers office, to support efficient testing and scheduling as needed. Our team is composed of licensed professional engineers and surveyors with extensive experience on a variety of projects.

- Licensed Civil/Transportation Engineers
- LEED® Accredited Staff
- Professional Land Surveyors
- Professional Traffic Operations Engineers (PTOE)
- Licensed Professional Land Planners
- Environmental Scientists & Engineers
- Licensed Professional Geologists
- Licensed Professional Architects
- Licensed Professional Landscape Architects
- Geographical Information System Professionals (GISP)
- Grant Writers
- Archaeologists
- Certified CEI & CBI Inspectors
- NICET Level III and IV Staff

### **Grant Assistance/ Project Funding**

CED's unique grant writing and management experience includes a proven track record of providing successful grant writing and grant consultation services both

locally and nationally. Having a team of seasoned grant writers with diverse backgrounds in state and federal grants management enables us to demonstrate a high success rate in securing grant funding. We currently are contracted and/or providing a full spectrum of services through similar professional contracts for multiple municipalities.

Our team's methodology in preparing all grant applications is thorough and strategic. For each grant program, we begin by identifying the City's previous experience with the program and whether an application made previously was successful. Paramount to our firm's culture is identifying lessons learned and devising means to improve. If applicable, we will request a de-brief of the previous application to understand reasons for funding being denied.

Once a decision to apply is made by the City, our team will schedule a meeting to discuss the all key program details. We will create a comprehensive list of all required application items and – collaborating with the applicant, project partners, engineers, and technical staff – assign team members to each application item. An application preparation schedule is developed working backward from the application deadline, planned submittal at least one week prior if possible, allotting additional time for client and team final review and revisions, public hearing and community engagement, governing body required action at meetings, and development of project scope, estimate, maps, concepts, and all other supporting documentation.

The key to a successful grant application is strong organizational skills and consistent coordination which is how our grant team operates. Once an application is submitted, we will create a follow up plan based on the program's anticipated award announcement schedule.

### **Conflict of Interest**

CED does not have any conflicts of interest.

### **Litigation**

As a large, nationally recognized engineering design and consulting services company, Colliers Engineering & Design has, over the past five (5) years, been involved in certain claims and litigation. We value the confidences of our clients as well as our contractual commitments to confidentiality and strive to avoid disclosures to and/or with third parties of the circumstances involving other engagements and clients. We would take the same position with information regarding our work on your engagement. We can, of course, confirm that there are no claims or litigation of any kind that could reasonably be expected to have a material adverse impact on, or conflict with, Colliers Engineering & Design's performance and its ability to provide the services required for this engagement.

CED's key staff have provided similar services on numerous projects for multiple organizations throughout Florida and the US. We understand the overall needs and expectations of the City for this contract. CED is currently contracted and/or providing a multitude of services through similar professional services contracts for municipalities including the projects and clients outlined below.

### Similar Engineering Contracts across CED

Geotechnical, Parks & Recreation, City of Boynton Beach  
As-Needed Professional Services, City of Tampa  
Professional Services, City of Madeira Beach  
As Needed Engineering Services, Manatee County Schools  
Survey Services, Hillsborough County  
Geotechnical/Construction Materials Testing, Hillsborough County  
Annual Intersection Engineering, Palm Beach County  
Professional Environmental & Engineering Services, Broward County  
Geotechnical Engineering Services, Miami-Dade County  
Professional Engineering Services, City of North Port  
Professional Engineering Services, City of Kissimmee  
Professional SUE Services, Charlotte County  
Professional Engineering Services, City of Clearwater  
Professional Grants Services, City of St. Petersburg  
Professional Grants Services, City of Cape Coral  
Professional Grants Services, City of Bartow  
Town Planner & Land Use Board Planner, Hackettstown Town  
Town Engineering & Land Use Board Engineer, Hackettstown Town  
Municipal Consulting Engineer, Holmdel Township  
Planning Board & Zoning Board Engineer, Lopatcong Township  
Township Engineer, Lopatcong Township  
White Township Engineer/Planning Board & Zoning Board Engineer, White Township  
Redevelopment Planner/Township Planner/Planning Board & Zoning Board Planner, White Township  
Consulting Engineer, Howell Township  
Utility Engineer, Howell Township  
Grants Consultant, Howell Township  
Engineering Services for Various Projects, Jersey City Municipal Utilities Authority  
Township Engineer, Delaware Township  
Environmental Consulting, Delaware Township  
Traffic Engineer, Delaware Township  
Township Coastal Marine Engineer, Aberdeen Township  
Engineering Services, Perth Amboy Redevelopment Agency  
BRSA GIS Services 2024, Bayshore Regional Sewerage Authority  
Township Engineer, Mine Hill Township  
Township Planner/PB Planner, Mine Hill Township



#### Why CED | In-house Grants Services .....

Our results are proven and have resulted in efficient, economical, and viable infrastructure projects that reflect the needs of our clients.

- \$194.2 Million in Grants and Low-Interest Loans
- 330 Projects Awarded
- Average Award: \$588k
- Success Ratio = 67%



## Tab 4: Past Performances and References

### Past Performances & References

CED has provided professional engineering and consulting services on numerous projects for municipalities throughout the state, and will leverage this experience to help manage and execute this contract successfully for the City. CED prides itself on its long-standing relationships that enable candid and concise communication at every level of government. Our licensed Professional Engineers and Surveyors can provide any aspect of Municipal Engineering Services that the City may need. CED is currently contracted and/or providing a full spectrum of a multitude of services through similar professional services contracts for multiple municipalities including the projects and clients outlined in this section.

We take a responsive approach in helping public clients realize their long and short-term objectives. Our expertise spans all aspects of engineering, consulting and public works management from the supervision of capital improvement projects to performing zoning and land use board reviews. Beginning with navigating grant and funding options, and following through with planning, design, permitting and construction

observation and administration, we have the appropriate skills and services to bring your projects to a successful close-out. Having experience with both public and private applications has given our professionals a unique insight into both sides of the review process. The advantage afforded by our comprehensive suite of in-house support disciplines streamlines communications, enabling us to deliver the best options and value for your community.

- Infrastructure & Capital Improvement
- Environmental Assessment & Remediation
- Traffic, Transportation & Highway Design
- Construction Observation & Administration
- Active/Passive Park & Recreation Design
- GIS Asset & Information Management
- Drainage & Stormwater Management Design
- Municipal Appointments
- Sports Facilities Design
- Regulatory Permitting & Compliance
- Waterfront Infrastructure Design
- Community Revitalization & Redevelopment
- Development Application, Planning & Zoning Board Review

### Similar Projects

#### Independent Contractor Engineering Services | City of Holmes Beach, FL

Task work order (TWO) based City of Holmes Beach miscellaneous services contract. We have held this contract since 2022 and are qualified to support the city for any miscellaneous professional engineering & surveying services. Multiple assignments have supported the city's with structural boardwalk improvements, Resilient FL grant application development, planning, permitting support, bidding support, CEI and construction administration.

An example of several specific task orders included the following. The Grassy Point Habitat Restoration Boardwalk project included the design and permitting for an extension to the Grassy Point boardwalk and observation deck. Services provided included coordination with permitting agencies, managing a subconsultant to perform a benthic survey to determine the presence of sea grasses and hard bottom resources, structural design for the new boardwalk sections, construction document development, permitting with SWFWMD and FDEP, and development of the Invitation to Bid (ITB).

The City Center CEI project included providing CEI and construction administration services for a new drainage system and roadway improvements. Services were provided during preconstruction, construction, and post-construction and included monitoring deliverables, preparation for field operations, project control, inspection, progress reports, cost control, and change orders. We will provide substantial and final completion services and final project records when the project is complete. The Resilient FL Grant Application project involved preparation of a grant application on behalf of the city to perform a vulnerability assessment. Services provided included preparing and submitting the application/forms and coordinating with the city and relevant agencies. The grant application was approved.



**Completion:** 2022- Ongoing | **Design Cost:** \$75,000+ (TWO based) | **Services/ Relevancy:** Geotechnical Engineering, Construction, Engineering, and Inspection Services, Construction Materials Testing (CMT), In-house Laboratory, General Services

## Similar Projects Cont.

### Continuing Engineering & Urban Design | City of Madeira Beach, FL

Under this task work order (TWO), CED inspected and prepared a report on the condition of steel columns approaching the Madeira Beach recreation center. Work on this assignment was completed in June 2024.

In addition, CED has been retained under this task work order for architecture and engineering services to prepare a schematic design for a new 8,000 square foot building, at the Remember Our Children (R.O.C.) Park to expand the amenities that serve the park and provide additional increased concession space, new public restrooms, additional office spaces, media coverage space for the sports fields, storage for the Parks and Recreation department, and an enclosed space with retractable bleachers. Work commenced in August 2024 and the final deliverables to the City shall be finished in September 2024.



### Red School Lane/Baltimore Street Intersection | Township of Lopatcong, NJ

The Red School Lane/Baltimore Street Intersection was initially signalized in 2003 as part of the extension of Baltimore Street for the Warren Heights multi-family residential development. The traffic signal was designed in accordance with standards promulgated in the 1990's and was not in accordance with the current NJDOT design standards, nor the current edition of the Manual on Uniform Traffic Control Devices (MUTCD).

The Township of Lopatcong made a decision in conjunction with plans to improve both Red School Lane and Baltimore Street to replace and modernize the traffic signal. Funding applications were prepared by CED to obtain monies from the municipal aid portion of the NJ Transportation Trust Fund to improve both Red School Lane and Baltimore Street including the traffic signal. These applications were funded by the NJDOT and allowed for the various road improvements including the signal replacement to proceed into construction.

CED prepared construction plans, technical specifications, bid documents and procured outside agency approvals for the construction of a new traffic signal and associated intersection improvements including the removal and replacement of traffic signal equipment, the installation of a new electric service, the construction of sidewalks, curbs, curb ramps, new signage, milling and paving, the installation of traffic striping, pavement markings, and restoration.

During construction, CED provided construction observation and administration services to ensure that the contractor constructed the project in accordance with the approved construction plans.



### General Utility Engineering Contract | New Port Richey, FL

The City of New Port Richey recently acquired a privately-owned potable water system, only to find out that the records obtained during the acquisition process were riddled with inaccuracies. To address this issue, the city enlisted the help of our firm to provide Subsurface Utility Engineering (SUE) and Survey services, in order to ensure accurate mapping of the utilities within the city's GIS database.

This undertaking involved using QL-D through QL-A SUE services, Surveying and GIS services to deliver a geodatabase that could be incorporated into the existing GIS database. We were able to provide horizontal positions of the watermain and valves as well as material type and sizes. This information assists the city when valves need to be operated or repairs need to be made to the system. Public engagement was essential as many residents were contacted to secure access to rear easements where segments of the potable water system were located, and working closely with them to ensure a smooth and efficient process.



## Similar Projects Cont.

### Statewide Architectural and Engineering Services Contract | FDEP

The following project were completed under our current Statewide Architectural and Engineering Services contract, for the Florida Department of Environmental Protection (FDEP).

**Maclay Gardens Replacement Structures.** Design of two new maintenance buildings at the Maclay Gardens State Park. One building to serve as a shop building for maintenance operations. The other building is an open pole barn used for vehicle storage. Additional tasks included the incorporation of a new retention pond on the site and construction administration for the overall project.

**C. H. Corn Hydroelectric Generating Station.** Preparation of competitive bid solicitation and other considerations to transfer operations of the C. H. Corn Hydroelectric Generating Station from the City of Tallahassee to a new Operator.

**Biennial underwater inspection of Theater Structure at Weeki Wachee State Park.** Facility inspected include building's overall underwater structure, supporting H-piles, retaining walls, underwater dome, and building waterline and sump pumps. Diving completed by subconsultant.

**Building improvements to Welcome Center at Guana Tolomato Matanzas National Estuarine Research Reserve facilities.** Improvements include replacement of entrance canopy, walkway repairs for ADA compliance, replacement of front doors and addition of ADA actuator buttons, and installation of security badge access system. Additional ADA improvements were made to the adjacent Sensory Trail.

**St. Andrews State Park Fishing Pier (2 projects).** Underwater inspection of fishing pier at St. Andrews State Park to assess storm damage. Diving completed by subconsultant. Preparation of construction bid package and permitting clearance for repairs to fishing pier at St. Andrews State Park.

**Reconstruction of North Beach Access.** Dune crossover at Guana Tolomato Matanzas National Estuarine Research Reserve.



### Independent Contractor Engineering Services | City of Bradenton Beach, FL

We have held this Task work order (TWO) based contract since 2021 and are qualified to support the city for any miscellaneous professional engineering & surveying services. Multiple assignments have supported the City's MS4 program, roadway drainage infrastructure improvements, grant application development, parking lot design, permitting support, bidding support, geotechnical, and survey.

An example of several specific task orders performed included the following. The Avenue A and Avenue B Improvement project involved redesigning several streets and stormwater infrastructure to both repair damage and improve the area's ability to respond to periodic tidal flooding. Services included redesigning street profiles for positive drainage, redesigning the drainage system (inlets, swales, underdrains, bioswales), survey, geotechnical investigations, relocation of power and water utilities, and the design of new pavement sections.

This project included reviewing and updating the existing Master Drainage Study to assist the city with planning efforts and as required by the FDEP. Services included inspecting the entire stormwater collection and treatment system, prioritizing future drainage improvement projects, preparing capital cost estimates, identification of regulatory requirements, and updating the Master Drainage Study.

General MS4 support services included preparing the annual report, developing the Cycle 4 Assessment Program, stormwater ordinance drafting support, and coordination with county and state agencies. Additional services provided included parking lot layout analyses, ROW street opening ordinance support, stormwater operations and maintenance inspection and reporting, support for Manatee County gravity sewer replacement project, supporting grant closeout efforts for projects prepared by others, project management, and coordination services.



## Similar Projects Cont.

### Steel Column Inspection Services | City of Madeira Beach, FL

CED, in collaboration with B&N, undertook the responsibility of providing comprehensive Steel Column Inspection Services for the City of Madeira Beach. The scope of the project involved inspecting a total of 15 steel columns located at Madeira City Hall and 14 at the Recreation Center buildings.

The primary objective of the inspection was to assess the condition of each column, starting from ground level and extending up to the second-story roof. The inspection team comprised either two certified bridge inspectors or one Professional Engineer, ensuring expertise and thoroughness throughout the evaluation process.

Key aspects of the inspection included:

- Visual examination to identify cracks, section loss, and any loose or missing connection hardware.
- Non-Destructive Testing (NDT) using D-Meter readings at multiple vertical locations to measure the remaining approximate thickness of the columns.

The findings from these inspections were meticulously documented and reported to the City of Madeira Beach, providing crucial insights into the structural integrity and maintenance needs of the steel columns at both municipal facilities. This project exemplifies our commitment to ensuring the safety and reliability of public infrastructure through rigorous inspection and assessment practices.



## Clients References

Client Contact	Project
City of Holmes Beach Sage Kamiya, PE, City Engineer 5801 Marina Drive Holmes Beach, FL 34217 P: 941.708.5800 Ext. 245 E: skamiya@holmesbeachfl.org	Independent Contractor Engineering Services
City of Madeira Beach Jay Hatch, CPRP 200 Rex Place, Madeira Beach, FL 33706 P: 727.392.0665 E: jhatch@madeirabeachfl.gov	Continuing Engineering & Urban Design
Township of Lopatcong Margaret Dilts, Township Clerk/ Administrator 232 South Third Street, Philipsburg, NJ 08865 P: 908.859.3355 ext 223 E: diltsb@lopatcongtp.com	Red School Lane/Baltimore Street Intersection



Longstanding Client Relationships | *"White Township has relied on CED to provide architectural, environmental, inspection, planning, project management and surveying services for the past 22 years. During that time, CED has worked tirelessly for White Township to ensure that our needs are met. Their staff is both proactive and responsive, providing valuable advice and guidance that helps our township meet its annual budget objectives. CED's customer service goes above and beyond, including working longer hours, putting in more effort to complete tasks and staying late to finish projects. As a long-time client, I am pleased to be able to give Colliers my wholehearted endorsement"*. Kathleen R. Reinalda, Municipal Clerk/ CFO/ QPA/ CMR

# Tab 5: Location of Firm and Staff Assigned to this Project

## Location

For your contract, we will provide resources from our Tampa office, located at **5471 W Waters Ave, Suite 100, Tampa, FL 33634**, just a short drive from the City. Our office will be directly supporting this contract, leveraging our extensive local knowledge and experience with similar educational facility designs. Being in close proximity to the City allows for seamless communication and collaboration with stakeholders, ensuring swift responsiveness to any project needs. Our office is equipped with state-of-the-art technology and resources, ensuring efficient and accurate project completion.

Paul Sterbenz, PE has been providing municipal and civil engineering services for more than 36 years. Paul is based in CED's Tampa office, and has extensive experience providing City Engineering services. Paul longevity in several of the Municipalities that he represents is a testament to his dedication to customer service.

Additionally, our strong connections with local agencies, combined with our deep understanding of the area's regulatory requirements, provide us with a significant advantage in delivering projects on time and within budget while meeting the college's specific objectives. Furthermore, we will also have access to over 160 professional staff from seven additional Florida offices located in Maitland, Miami, Boca Raton, Fort Lauderdale, Fort Myers, Melbourne, and Jacksonville, ensuring schedule commitments will be met for each assignment.

## Capacity & Workload

Our leadership team in the Tampa office manages weekly utilization meetings with all key staff for the purpose of evaluating daily workload projections for the week ahead. Following this meeting is a Southeast based operations meeting discussing the same item and uses this as a gauge for filling gaps where staff is needed. Having these weekly operations meetings provides project managers with the ability to forecast project completion dates and able to rely on this information to keep projects on schedule.

CED's management staff carefully allocates the firm's resources to address the constantly shifting market demand for projects. We promote a management philosophy that supports cross training our staff to prepare them to be available in short notice and to be qualified to support the variety of disciplines which have the potential to be included in City requested Task solutions for their projects. This enables CED to maintain



optimum utilization of highly trained individuals who provide resources for "Fast-Track" project completion. This approach has enabled us to maintain a steady stream of projects, while enabling us to allocate adequate resources to immediately respond to new Tasks from the City.

Careful project management will allow current staff and company workloads to be adjusted within established schedules for each Task. CED is dedicated to addressing the needs of the City in a manner that is responsive, budget-conscious, focused, and technically sound.

**Projected Projects:** CED holds several Work Order based contracts with Federal, State, and Local agencies that will continue through the duration of this contract. Our history of performance illustrates our ability to manage multiple active contracts and projects by focusing on communication, collaboration, and work-sharing. Our local management staff constantly forecasts our clients' needs and upcoming commitments to develop staffing requirements and responsible growth needs to meet all expectations and commitments.

CED is highly available and has the capacity to meet or exceed schedule demands. We are confident that supporting our existing projects/contracts will not diminish our ability to maintain capacity or our commitment to the City under this contract.

The graphic below outlines the key staff roles, location and availability for this contract:

Key Staff Workload	
Name   Role   Location	Availability
Paul Sterbenz, PE   Project/Contract Manager   Tampa, FL	60%
Michael Ehrhart, PSM   Principal-in-Charge   Tampa, FL	35%
Luis Costa, PE   Transportation Engineering Lead   Boca Raton, FL	35%
Michael Leonard, PE   Structural Engineering Lead   Jacksonville, FL	50%
Kyle Zigler, PG   Environmental Services Lead   Charlotte, NC	50%
Wyatt Altman, PSM   Survey Services Lead   Tampa, FL	45%
Nick Fewell   SUE Lead   Tampa, FL	45%
Greg Stevens, PE   Geotechnical Lead   Tampa, FL	60%
Tammy Perry, EJD, MAOM   Grant Services Lead   Tampa, FL	50%

### Key Team Personnel

Having the ability to sharing our extensive in-house discipline expertise under one roof is an advantage to our clients because it is applied throughout our strategic company network.



For this contract, we have structured the team to be led by our Project Manager, Paul Sterbenz, PE and supported by Michael Ehrhart, PSM as needed. Mr.

Sterbenz will have resources within the firm to assist with reviews, permitting, and estimating tasks if required because of CED's Multi-Disciplinary capabilities. CED values our clients and strives to build a positive and trust-based working relationship. We believe the core management team structure best serves this goal.



**Paul Sterbenz, PE will serve as the Project/Contract Manager.** Mr. Sterbenz has been providing engineering services to municipalities for the past 35 years. He has been accountable for the design, permitting, construction, and management of municipal capital projects from concept design through construction including roads, traffic signals, utilities, parks and structures. Mr. Sterbenz has prepared and submitted grant applications on behalf of municipalities to County and State agencies to obtain funding for capital projects, studies, and stormwater compliance work. He has also

been involved in the review of plans, applications, reports and other documents submitted by developers to local Land Development Review Boards in support of applications to develop private property, to evaluate compliance with local Land Development Codes and applicable industry standards and provide advice to the Boards during the public hearing process.



**Michael Ehrhart, PSM will serve as the Principal-in-Charge.** Mr. Ehrhart is the Southeast Regional Manager with over 17 years of management experience and a wide array of survey projects, including topographic and tunnel verification surveys; GIS based structure inventory; property line restoration, public records research; and FDOT surveys. Mr. Ehrhart is responsible for implementing and leveraging advanced technologies into current operations to control costs, reduce scheduling, and increase safety.

In addition to contract compliance and quality control and assurance, Mr. Ehrhart will also be available to attend meetings as necessary with Mr. Sterbenz to assist with the processing of work. A determination on the frequency of Mr. Ehrhart's attendance at meetings can be determined at the time a professional services contract is promulgated.

*Below are additional in-house staff to support Mr. Sterbenz and Mr. Ehrhart for reviews, surveying plats, coordination, and supporting the City as needed.*





**Luis Costa, PE, will serve as the Transportation Engineering Lead.** He is senior Transportation Engineer who has extensive experience in the management and administration of engineering operations as well as a strong background in transportation engineering. His experience includes interstate projects, signature bridge replacement projects, corridor management, interchange projects, railroad projects and indefinite deliverable miscellaneous contracts. He has been the Project Manager for conventional Design-Bid-Build (DBB) projects and the Owner Representative for Design-Build (DB) projects.



**Michael Leonard, PE will serve as the Structural Engineering Lead.** He has more than 22 years of experience as a Structural Engineer and Project Manager for multi-discipline transportation projects. His experience includes the design of highway bridges and miscellaneous highway structures. He is completely familiar with the design standards and procedures of the AASHTO Bridge Design Specifications and the FDOT Structures Manual. In addition to design experience, he has performed numerous bridge inspections and load ratings.



**Kyle Zigler, PG, will serve as the Environmental Services Lead.** Mr. Zigler is a Senior Geologist with over 16 years of experience in the field of environmental assessment and remediation. He has managed numerous environmental projects for public, private, and large utility industry clients. Mr. Zigler has successfully led and executed numerous projects including environmental due diligence; underground storage tank removals; petroleum and solvent assessment, cleanup, hydrological design, emergency spills, and hurricane response. His responsibilities on those projects include developing work scope and budgets; leading field efforts; preparation of technical reports; and maintaining project budgets.



**Wyatt Altman, PSM will serve as the Survey Services Lead** with over 17 years of diversified expertise that includes digital imaging and mapping, geodesy, GIS, GPS, photogrammetry, land tenure and cadastral studies, LIDAR, and remote sensing techniques. His practical experience includes overseeing day-to-day survey crew operations and managing a wide variety of survey and mapping projects, including boundary and

topographic surveys; GIS based asset inventory data acquisition using LIDAR and generation of 3D civil project modeling and construction monitoring.



**Nicholas (Nick) Fewell will serve as SUE Lead.** He is responsible for directing the daily operations of our SUE surface designating and subsurface locating crews to successful completion of assignments.

His responsibilities include assisting project managers, serving as client liaison, communicating with utility owners, contacting state "One-Call" systems, and ensuring compliance with all CED safety and subsurface utility engineering operations. Nick's broad experience includes leading GPR investigations for cemetery plot and infrastructure surveys, monumentation and mapping along encroaching utility and transportation corridors.



**Greg Stevens, PE, will serve as the Geotechnical Lead** and has over 17 years of experience. He has managed geotechnical design projects for numerous public and private sector clients. He has organized and executed geotechnical explorations, performed analyses and designs, prepared technical reports, and maintained project budgets. Mr. Stevens' geotechnical analyses and design experience includes shallow and deep foundations, berm stability, transportation, land development, forensics, sinkholes, ponds, and pavement coring. He is well-versed in industry software such as FB-Deep, L-Pile, Settle3D, Geoslope Suite (Seep/W and Slope/W), Allpile, and SigmaPlot.



**Tammy Perry, EJD, MAOM, will serve as the Grant Services Lead.** She has a diverse background providing over 15 years of service in pre-award and post-award grant administration and grant management. Her grant experience includes successfully collaborating with the United States Department of Homeland Security on federally funded emergency management and homeland security initiatives for the full emergency preparedness cycle. Additional Florida projects include successfully securing funding and managing projects funded by Federal Emergency Management Agency (FEMA)/ Community Development Block Grant (CDBG), (FEMA) Hazard Mitigation Grant Program (HMGP), (FEMA)/ Congressionally Directed Spending (CDS), Capital Assistance for Disaster Response and Recovery Efforts, and (FEMA)/American Rescue Plan Act (ARPA) for Capital Projects.



Why CED | Unmatched City/Town Engineering Experience and Client Respect .....

*"CED started working for the Town of Hackettstown in 1991 and I cannot say enough good things about the work that they have provided to my town. They are responsive, cooperative, very detailed in their work and always has the best interest of my town in their decisions. I have dealt with them for over 25 years and they have gained my trust and utmost respect." Jerry DiMaio - Mayor*

# Organizational Chart



**Principal-in-Charge**  
Michael Ehrhart, PSM

**Proposed City Engineer**  
Paul Sterbenz, PE\*

**QA/QC Manager**  
Joaquin (Jake) Perez, PE

*Below in-house services are available to provide additional support for Review and advising the City!*

- Civil Engineering**  
Stuart Rogers, PE, LEED AP  
Raphael Porto, EI
- Structural Engineering**  
Michael Leonard, PE\*  
Victoria Franco, PE
- Water Resources**  
Lisa Dolphin, PE
- Planning**  
Ross Einsteder
- Environmental Permitting | Natural/Cultural Resources**  
Kyle Zigler, PG\*  
Jacqueline McCort
- Traffic Engineering**  
John Arrieta, PE, PTOE  
Adam Allen, PE, PTOE
- Transportation/Complete Streets**  
Luis Costa, PE\*  
Kaitlyn Larkin, PE  
Steven Wong, PE
- Utility Coordination & Design**  
Rebecca Green-Valente
- Survey | SUE**  
Wyatt Altman, PSM\*  
Nick Fewell\*  
Michael Kriegel
- GIS & Data Management**  
Suzanne Zitzman, GISP  
Andrew Clark
- Geotechnical Engineering**  
Greg Stevens, PE\*  
Pavel Drachev, PE
- Construction Administration | CEI**  
Jignesh Vyas, PE  
Jose Morales, PE
- CADD Designers**  
Terri March  
Julie Tavares, EI
- Grant Assistance & Management**  
Tammy Perry, EJD, MAOM\*  
Kelsey Howard
- Public Engagement**  
Paul Sterbenz, PE\*

**Additional Resources**

5+ Survey Crews | 7+ SUE Crews | 15 Emergency Response Personnel

In-house CMT Laboratory

 The CED proposed team has the expertise and experience necessary to effectively manage, coordinate, and provide trusted services to the City. We have the extensive in-house team to support Paul and Mike to ensure the City is supported in every aspect. Our team is available and ready to execute this contract.

\* Key staff resumes included



## Paul Sterbenz, PE, PP, CME, CPWM

Project Manger | Division Operational Officer | Governmental Services

Mr. Sterbenz has been providing services for governmental agencies including counties and municipalities for more than 36 years. He has been accountable for the management of municipal projects from concept design through construction as well as the review aspect of plans, reports, and other documents for developer sponsored projects submitted to Planning Boards and Zoning Boards of Adjustment. His longevity in several of the Municipalities that he represents is a testament to his dedication to customer service.

Mr. Sterbenz successfully secured over \$10 million in municipal aid funds from the New Jersey Department of Transportation Trust Fund for various projects. His extensive knowledge of and contacts with various review agencies facilitates the timely issuance of permits. His municipal engineering experience includes the preparation of design plans, technical specifications, and cost estimates; the procurement of permits and approvals for projects; and construction observation and administration services associated with municipal infrastructure projects. Mr. Sterbenz is also skilled in the design of park and recreation facilities, including athletic fields and tot lots; design of sanitary sewer collection and water distribution systems; traffic engineering; and environmental permitting.

### Education

BS, Civil Engineering, Rutgers University, 1983

### Professional Registrations

Professional Engineer (PE) NJ, PA, CT, SC, TX, MI, FL License No. 94028

Professional Planner (PP)

Certified Municipal Engineer (CME)

Certified Public Works Manager (CPWM)

### Professional Affiliations

Florida Engineering Society (FES), Myakka Chapter

Chi Epsilon (Civil Engineering Honor Society)

American Society of Civil Engineers

National Society of Professional Engineers

New Jersey Society of Professional Engineers, Northwest Chapter

New Jersey Society of Municipal Engineers

New Jersey Planning Officials

### Key Projects

**Land Use Board Engineer, Town of Hackettstown, Warren County, NJ (Client - Town of Hackettstown)**

Reviewed plans, reports, applications, cost estimates and other documents submitted by developers seeking subdivision, site plan, variance, and general development plan approvals from the Planning Board, Zoning Board of Adjustment, and the Land Use Board (since 2018) of the Town of Hackettstown for compliance with the Land Development Code and applicable industry standards on over 350 land use applications and numerous concept plan submissions. Attended monthly meetings of the Board to explain written reports and provide advice during public hearings. Assisted the Board Attorney in the preparation of resolutions of approval outlining conditions that are applicable to approvals granted by the Board. Reviewed post-approval submissions for compliance with the resolution of approvals.

**Independent Contractor Engineering, City of Bradenton Beach, FL**

CED has held this Task work order (TWO) based contract since 2021 and are qualified to support the city for any miscellaneous professional engineering & surveying services. Multiple assignments have supported the City's MS4 program, roadway drainage infrastructure improvements, grant application development, parking lot design, permitting support, bidding support, geotechnical, and survey.

**Continuing Engineering & Urban Design, City of Madeira Beach, FL**

Under this task work order (TWO), CED inspected and prepared a report on the condition of steel columns approaching the Madeira Beach recreation center. Work on this assignment was completed in June 2024. In addition, CED has been retained under this task work order for architecture and engineering services to prepare a schematic design for a new 8,000 square food building, at the Remember Our Children (R.O.C.) Park to expand the amenities that serve the park. Work commenced in August 2024 and the final deliverables to the City shall be finished in September 2024.



## Michael Ehrhart, PSM

Principal-In-Charge | Geospatial Regional Manager, Survey/SUE

Mr. Ehrhart is a Geospatial Regional Manager in Tampa, FL with over 17 years of experience with a wide array of survey projects, including topographic and tunnel verification surveys; GIS based structure inventory; property line restoration, public records research; and department of transportation (DOT) surveys. Mr. Ehrhart is responsible for implementing and leveraging advanced technologies into current survey operations to control cost, reduce scheduling, and increase safety in all survey operations. He specifically utilizes this technology in 3D Hi-Definition Laser Scanning (HDS) and Mobile LIDAR technologies for infrastructure analysis, design survey, and 3D modeling.

### Education

BS, Geomatics,  
University of Florida,  
2007

### Professional Registrations

Professional Surveyor  
and Mapper (PSM), FL

### Affiliations & Memberships

Florida Surveying  
& Mapping Society  
Member

### Key Projects

#### City of Tampa Professional Engineering Services for Survey and Subsurface Utility Engineering (SUE), City of Tampa, FL

CED provided Quality Level A and B subsurface utility investigations. Quality Level A involves the use of nondestructive digging equipment at critical points to allow for survey of the horizontal and vertical position of underground utilities, as well as the type, size, condition, material, and other characteristics. Quality Level B involves the use of surface geophysical techniques to determine the existence and horizontal position of underground utilities.

#### FDOT D7, Gateway Expressway Design Build, Pinellas County, FL

This design-build project will change the existing roadway system in Pinellas County in order to enhance safety, add capacity, and improve mobility by creating two new four-lane elevated tolled roadways. With approximately 90 miles of roadway affected by this construction, fast and accurate survey data collection was paramount to the design process. CED supported BCC Engineering on this project by providing mobile LIDAR collection for the entire proposed corridor and design survey file creation to produce topography and a digital terrain model over the entire project limits.



## Luis Costa, PE

Senior Transportation Engineer

Mr. Costa has over 35 years of extensive experience in the management and administration of engineering operations as well as a strong background in transportation engineering. His experience includes interstate projects, signature bridge replacement projects, corridor management, interchange projects, railroad projects and indefinite deliverable miscellaneous contracts. He has been the Project Manager for conventional Design-Bid-Build (DBB) projects and the Owner Representative for Design-Build (DB) projects. He has also served as Design Manager while working for prominent South Florida contractors in DB projects.

### Education

BS, Civil Engineering,  
Florida International  
University

BS, Ocean Engineering,  
Florida Atlantic  
University

### Professional Registrations

Professional Engineer  
(PE), FL License No.  
40930

Certified General  
Contractor No.  
CGC054399

### Key Projects

#### SR 45/US 41 from Palermo Drive to US-41 Bypass, FDOT D1, Sarasota County, FL

Chief Roadway Engineer for this 1.2-mile urban reconstruction through downtown Venice, Florida. Project included a bascule bridge replacement over the Hatchett Creek, MSE walls, complex traffic control, extensive utility relocation, as well as coordination with the City of Venice for beautification efforts.

#### Ocean Ave. Bridge in Lantana PD&E Study and Final Design, Palm Beach County, FL

Project Manager and Roadway Engineer of Record for the replacement of a low-level bascule bridge over the Atlantic Intracoastal Waterway. Led the project development from its inception as a Conceptual Study through design and post design support, as well as Construction Engineering and Inspection services. Led the public and agency involvement, permitting and utility coordination.



## Michael Leonard, PE

Senior Bridge & Structural Engineer

Mr. Leonard has 23 years of experience as a Structural Engineer. His experience includes the design of railroad structures for numerous Class I, short line and commuter railways. He is completely familiar with the design standards and procedures of the AREMA Manual for Railway Engineering. In addition to design experience, he has performed numerous bridge inspections and load ratings.

### Education

MS, Civil Engineering,  
Florida State University,  
2001

BS, Civil Engineering,  
Florida State University,  
1999

### Professional Registrations

Professional Engineer  
(PE) Florida: #64075

### Key Projects

#### ASPA | Garrows Bend I CTF Rail Bridge

Engineer of Record for the design of the rail bridge connecting ASPA's intermodal rail yard to the Terminal Railway. Mr. Leonard was responsible for leading the design of all members of the bridge superstructure, assisting with the construction bidding process and answering contractor questions during construction.

#### ASPA | Terminal Railway

Serves as the designated ASPA Railroad Bridge Engineer, responsible for performing all railroad bridge engineering services, as well as supervising the Terminal Railway's Bridge Management Safety Program including Federal Railroad Administration (FRA) compliant bridge inspection services. The services focus primarily on ASPA's Main Complex Facility, McDuffie Terminal and Terminal Railways service tracks from Mobile to Chickasaw. Responsible for ensuring all engineering and inspection personnel meet the qualifications of the Federal Railway Administration's regulations (49 CFR Parts 213 & 237). Responsible for completing annual bridge inspections on the 13 structures in the Terminal Railways BSMP, updating the BSMP based on inspection findings, developing safe load rating capacities, responding to FRA audits, and developing engineering studies as required.



## Gregory Stevens, PE

Geotechnical Engineering Lead

Mr. Stevens has managed geotechnical design projects for numerous public and private sector clients. He has organized and executed geotechnical explorations, performed geotechnical analyses and designs, prepared technical reports, and maintained project budgets. Mr. Stevens has managed projects and contracts for clientele including the Florida Department of Transportation, Manatee County, Sarasota County, City of Sarasota, Florida Power and Light, Charlotte County Utilities, Charlotte County, and numerous private clients.

### Education

BS, Civil Engineering,  
University of Central  
Florida, 2005

### Professional Registrations

Professional Engineer  
(PE), FL, & GA

### Affiliations & Memberships

Florida Engineering  
Society (FES), Myakka  
Chapter

### Key Projects

#### Citywide Drainage Evaluation, City of Bradenton Beach, FL

Senior Project Manager responsible as the client representative and geotechnical engineer for the project. Duties included managing all client interactions for direction with the drainage improvements as well as geotechnical concerns. Geotechnical interactions included pavement explorations, soil explorations and forensic evaluations of pavement distresses.

#### Longboat Pass Drawbridge, Town of Longboat Key, Manatee County, FL

Project Engineer and Project Manager responsible for supervising the forensic investigation regarding the movement of the Longboat Pass drawbridge. Geotechnical explorations were performed to develop recommendations for a remediation pile bent to support the distressed bent. Oversaw monitoring services and reviewed PDA services during construction of the project. Contact: Mark Laukner, P.E. / PGA / 813-978-3100



## Kyle Zigler, PG

Project Geologist | Environmental Services Lead

### Education

BS Marine Science,  
Eckerd College, 2006

### Professional Registrations

Professional Geologist  
(PG), North Carolina  
South Carolina,  
Georgia

### Professional Certifications

OSHA 10 Certified  
40 HR HAZWOPER  
Certified  
TWIC (Exp. 2024)

Mr. Zigler has over 16 years of experience in the field of environmental assessment, remediation, and consultation. As a Project Geologist, he has managed numerous environmental projects for public, private, and large utility industry clients. Mr. Zigler has successfully led and executed projects including environmental due diligence, underground storage tank removals, petroleum and solvent assessment and cleanup, and emergency spill and hurricane response. His responsibilities on those projects include developing work scope and budgets, leading field efforts, preparation of technical reports, and maintaining project budgets.

### Key Projects

**FDEP Pre-Approval Program and Petroleum Restoration Program (PRP), Port Tampa City, FL**

Direct, manage, and implement site assessment, remediation, and groundwater monitoring activities for more than 50 facilities in FDEP's State-Funded Pre-Approval and Petroleum Restoration Programs. Work scopes for these projects included:

- Low-Score Site Assessment
- Source Removal
- Air Sparge/Vapor Extraction System Installation, Operation, and Monitoring
- Groundwater monitoring for natural attenuation and post-active remediation.

**Duke Energy, > 500 Sites, FL**

Direct mineral oil and PCB remediation in electric utility plants, substations, and at residential/commercial properties. Communicate with EPA Region IV PCB Coordinator on behalf of Client, execute cleanup goals and site rehabilitation.



## Wyatt Altman, PSM

Senior Surveyor

### Education

BS, Geomatics, University of  
Florida, 2009

### Professional Registrations

Professional Surveyor &  
Mapper (PSM), FL

### Technical Skills

ArcGIS v10, ArcPad v10,  
TopoDOT, TBC, LGO, Cyclone,  
AutoCAD, MicroStation,  
StarNet

Mr. Altman is an experienced Survey Project Manager with extensive and diversified expertise that includes digital imaging and mapping, geodesy, GIS, GPS, photogrammetry, land tenure and cadastral studies, LiDAR, and remote sensing techniques. He has performed hydrographic, ALTA, full topographic, and boundary surveys; sub-surface utility locating; and construction layout. He also has expertise performing data processing using AutoCAD, CAice, Trimble Business Center, GeoPAK and Starnet.

### Key Projects

**District Wide SUE Designate, Locate and Coordination, FDOT D1, Districtwide, FL**

Performed task work orders to provide Quality Level A and B subsurface utility investigations. Quality Level A involves the use of the use of nondestructive digging equipment at critical points to determine the precise horizontal and vertical position of underground utilities, as well as the type, size, condition, material, and other characteristics. Quality Level B involves the use of surface geophysical techniques to determine the existence and horizontal position of underground utilities.

**Hillsborough Transportation Design and General Engineering Services, Hillsborough County, FL**

CED was awarded a county wide contract with Hillsborough county for continuing service for survey support. This contract has provided 2 tasks. Task 1 we provided a topographic and SUE survey for the intersection of Durant Road and Miller road. Under task 2 we provided topographic and SUE survey for the intersection of CR 579 and Old Hillsborough road.



## Nicholas (Nick) Fewell

Subsurface Utility Engineering (SUE) Lead | SUE Investigator

Mr. Fewell has over 14 years of field and management experience. He is one of CED's lead SUE managers, responsible for leading designating and locating crews to successful completion of assignments. His responsibilities include assisting project managers, serving as client liaison, communicating with utility owners, contacting state "One-Call" systems, and ensuring compliance with all CED safety and subsurface utility engineering operations.

Mr. Fewell has worked on various project assignments for numerous departments of transportation and other clients such as FDOT, GDOT, LaDOTD, TxDOT, DUKE Energy, Mosaic, Florida Power & Light, TECO Electric, TECO Peoples Gas, Kinder Morgan, Florida Gas Transmission, various state and local governments/municipalities.

### Key Projects

**District Wide SUE Designate, Locate and Coordination, FDOT District 1, Districtwide, FL**  
Manage task work orders to provide Quality Level A and B subsurface utility investigations. Quality Level A involves the use of the use of nondestructive digging equipment at critical points to determine the precise horizontal and vertical position of underground utilities, as well as the type, size, condition, material, and other characteristics. Quality Level B involves the use of surface geophysical techniques to determine the existence and horizontal position of underground utilities.

**District Wide SUE Designate, Locate and Coordination, FDOT District 1, Districtwide, FL**  
CED provide SUE and Survey services, in order to ensure accurate mapping of the utilities within the city's GIS database. This undertaking involved using QL-D through QL-A SUE services, Surveying and GIS services to deliver a geodatabase that could be incorporated into the existing GIS database. We were able to provide horizontal positions of the watermain and valves as well as material type and sizes.

### Education

Geomatics Certificate,  
University of Florida, in  
progress

BA, University of South  
Florida, 2021

AA, Hillsborough  
Community College,  
2011

### Professional Certifications

CCS, OSHA 10  
Hr Certification,  
PowerSafe (Duke  
Energy), IMOT



## Tammy Perry, EJD, MAOM

Grants Manager | Grant & Funding

Ms. Perry has a diverse background providing over 15 years of service in pre-award and post-award grant administration and grant management. Her experience includes working for the United States Department of Interior/Bureau of Reclamation's Columbia Pacific Northwest Region, California-Great Basin and Lower Colorado Basin as a federal grant manager collaborating with states, cities, counties, tribes, and local entities as they planned for and implemented actions to increase water supply through grant funding to modernize existing infrastructures. She also managed the above-referenced Regions for the United States Department of Interior/National Park Services federal grants.

### Key Projects

**City of Madeira Beach, Madeira Beach, FL**  
Researched and provided consulting for applicable funding opportunities.

**Township of Lopatcong (LPT0163), Lopatcong, New Jersey, Township of Lopatcong, NJ**  
Participated in project research and grant writing to secure New Jersey Department of Transportation (NJDOT) funding of \$1.3M for the design of an industrial connector road to alleviate traffic congestion related to tractor trailer traffic along and adjacent to Strykers Road.

**City of Bradenton Beach, Bradenton Beach, Florida**  
Researched and reviewed grant prospects for future funding opportunities.

**Community Health Centers of Pinellas, Inc., Community Development Block Grant (CDBG), City of St. Petersburg**  
Managed CDBG funds post-award compliance and reporting for renovation project.  
Funding: \$500,000

### Education

MS Homeland Security  
and Emergency  
Management, Purdue  
University, 2023

EJD, Purdue University,  
2018

MA Organizational  
Management,  
University of Phoenix,  
2004

BS Criminology  
and Corrections,  
Sam Houston State  
University, 1993



**FOREFRONT**  
ARCHITECTURE + ENGINEERING

STATEMENT OF QUALIFICATIONS: RFQ 24-026

# Professional Engineering Services / City Engineer

Prepared for City of New Port Richey  
Submitted: Monday, September 9, 2024 at 12 pm

#### Firm Information:

Forefront Architecture and Engineering  
1230 Oakley Seaver Dr.  
Unit # 100, Clermont, FL 34711  
p. 888.850.3323

#### Contact Info:

Chris Smith, PE  
Vice President of Engineering  
e. chriss@ff-ae.com

[forefrontae.com](http://forefrontae.com)

Service Beyond Design



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## Table of Contents - Total Sheets Limited to 25

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<b>Letter of Interest</b> .....	<b>3</b>
<b>Tab 1: Firm Qualifications</b> .....	<b>5</b>
– Provide the name of each engineer proposed to provide services to the City and the name of the lead engineer who will have the main contact with the City. This individual is expected to remain the responsible engineer throughout the engagement. The lead engineer must be licensed to practice in the State of Florida, and must have at least five (5) years experience practicing as an engineer with a practice focused on representation of local government(s);	
– Provide a brief description of the history and capabilities of the firm including organizational chart and the resumes of the key persons who may be assigned, from time to time;	
– Provide information about the Respondent’s experience in providing engineer services to Florida local governments. List the similar projects or engagements that have been completed by the assigned persons within the past three years;	
<b>Tab 2: Firm’s Previous Experience and Capacity</b> .....	<b>8</b>
– Provide at least three references from these organizations including names, contact persons, and phone numbers;	
– Provide a list of all other local governments currently being represented by the Respondent;	
– Provide information about the Respondent’s capacity and capability to perform on short notice and in a timely manner, and the Respondent’s proposed approach to communicating with City of New Port Richey;	
– Describe any conflicts of interest or ethical considerations related to representation or affiliation with any boards, organizations, committees, or clients, including, but not limited to, other municipalities, governmental, and/or quasi-governmental entities;	
– Provide a list and explanation of any ethics complaints or lawsuits filed against the Respondent(s), and a list of any other, similar claims against the Respondent(s), in the last five (5) years;	
<b>Tab 3: Firm’s Location and Availability</b> .....	<b>12</b>
– The location of staffing and firm resources expected to be made available to serve City of New Port Richey;	
– Information on the Respondent’s ability to handle the assigned work with the current staff and the workload already assigned to the key persons;	
– The firm’s ability to research, apply for and obtain project funding (in the form of grants, loans, and legislative appropriations), and its success rate doing so for other clients;	
– The firm’s ability to assist City of New Port Richey with preparing and submitting project documentation (including reports and permits) required by local, state and federal regulatory agencies;	
– The basis on which compensation will be determined (but not dollar amounts), and the method by which payment for services rendered is to be made; and	
<b>Tab 4: Standard Form 330</b> .....	<b>14</b>

Forefront Architecture and Engineering hereby certifies that to the best of our knowledge and belief, all information submitted in this document for consideration and evaluation is true, correct, and accurate. Forefront Architecture and Engineering, LLC ("Forefront") has reviewed the City of New Port Richey’s Request for Qualification for RFQ 24-026 for Professional Engineering Services/City Engineer. Forefront is eager to work with the City of New Port Richey’s project team, and respectfully reserves the right to negotiate mutually acceptable terms and conditions of contract in line with appropriate industry standards.



1230 Oakley Seaver Dr  
Unit 100  
Clermont, FL 34711

ff-ae.com  
tel: 888.850.3323

Monday, September 9, 2024

Debbie L. Manns, ICMA-CM  
City of New Port Richey  
5919 Main Street,  
New Port Richey, FL 34652  
p. (727) 853-1021  
mannsd@cityofnewportrichey.org

RE: RFQ 24-026 Professional Engineering Services/City Engineer

Dear Selection Committee:

Forefront Architecture and Engineering presents our Statement of Qualifications for the City of New Port Richey's requirement for Professional Engineering Services/City Engineer. With a keen understanding of the city's unique engineering needs and strategic goals, we are committed to delivering tailored solutions that enhance the community and its infrastructure. Our Clermont, Florida headquarters, supported by our Fort Myers office, will lead this project, drawing upon our extensive expertise in professional architecture and engineering services. **Forefront offer the City of New Port Richey the following benefits:**

**Structure of Business**

Forefront Architecture and Engineering, LLC

**Team Location**

1230 Oakley Seaver Dr.  
Unit 100, Clermont, FL  
p: 888-850-FFAE (3323)  
f. 888.850.3321

**Years in Business**

10 years  
28 years (legacy firm)

**Full-Time Employees**

50+



**COMPREHENSIVE EXPERTISE AND LOCAL ENGAGEMENT:** Forefront has a distinguished track record in developing and enhancing urban infrastructure across Central Florida. We have successfully completed various projects that involve complex municipal engineering services, including utilities management, public works, and community development. Our team is ready to align our resources with New Port Richey's vision to effectively manage and improve its infrastructure, ensuring that our efforts support the city's broader objectives for growth and sustainability. **Forefront has a strong presence in Florida, with headquarters in Clermont and additional support from our Fort Myers office.** This geographical proximity allows us to be highly responsive and maintain close, hands-on involvement in New Port Richey projects.



**UNMATCHED EXPERIENCE WITH REGULATORY/CODE COMPLIANCE:** While Forefront has not previously served as the City Engineer for New Port Richey, our broad experience with regulatory compliance for state and federally funded projects positions us to manage your city's projects adeptly. Our team, in partnership with our grant compliance subconsultant Fred Fox Enterprises, will ensure adherence to all relevant local, state, and federal regulations. This background is particularly valuable in navigating the complexities of municipal projects, from planning through to execution and maintenance.



**PROJECT LEADERSHIP AND QUALITY ASSURANCE:** Chris Smith, PE, our Vice President of Engineering, will lead our efforts and serve as the primary point of contact for the City. His extensive experience and commitment to excellence ensure that all services provided will meet the high standards required by New Port Richey. Chris will be supported by a technical pool of Project Managers, so that every aspect of our service delivery is managed with precision and aligned with the city's strategic objectives. Forefront is committed to delivering the highest quality of work that complies with all applicable regulations. Our rigorous quality control procedures and project management methodologies deliver projects that are completed on time, within budget, and to the highest standards.

We are eager to contribute our expertise to the City of New Port Richey and significantly enhance the engineering services it provides to the community. We look forward to the opportunity to discuss our proposal in detail and explore how we can meet and surpass the city's engineering and developmental goals.

Respectfully Submitted,

Chris Smith, PE  
VP of Engineering, Authorized Signatory  
888.850.3323 | chriss@ff-ae.com

Lennard Davis, RA  
VP of Architecture, Authorized Signatory  
888.850.3323 | lennardd@ff-ae.com

**Certification of Information Provided**

I certify that the information and responses provided on this submittal are true; accurate and complete. The City of New Port Richey or its representatives may contact any entity or reference listed in this submittal. Each entity or reference may make any information concerning the Respondent available to the Owner.

[Signature]  
Signature  
Chris Smith, PE

Printed Name  
As VP of Engineering (title)

Dated this 5<sup>th</sup> day of September, 2024.

STATE OF Florida }

COUNTY OF Lake }

On this 5<sup>th</sup> day of September, 2024, before me the undersigned authority, personally appeared Chris Smith, to me known to be the individual described in and who executed the forgoing instrument as VP of Engineering (title) of the firm of Forefront Architecture & Engineering and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

[Signature]  
(Signature of Notary Public - State of Florida)

Melinda Garcia  
(Print, Type or Stamp Commissioned Name)

Personally known ✓

Or produced identification NIA

Type of identification produced NIA



# **TAB 1**

## **Firm Introduction and Qualifications**

a. Provide the name of each engineer proposed to provide services to the City and the name of the lead engineer who will have the main contact with the City.

### Proposed Engineering Professionals

Forefront proposes **Vice President of Engineering, Chris Smith, PE**, as the lead engineer and primary contact for the City of New Port Richey’s Professional Engineering Services. Chris Smith will oversee the service delivery and act as the main liaison with the City. Supporting him will be **James Bourez, PE**, who brings expertise particularly in public works projects. Together, they aim to ensure high standards of technical proficiency and effective communication with the City, aligning with Forefront’s commitment to excellence in municipal engineering services.

b. Provide a brief description of the history and capabilities of the firm including organizational chart and the resumes of the key persons who may be assigned, from time to time;

### Firm Overview

Forefront is a multi-disciplinary firm with Architecture, Engineering, Code Specialists, Inspectors, and past Building Contractors. We are dedicated to:

- Maintaining project completion dates
- Minimizing additional construction costs due to the implementation of cost-effective advanced systems, methods and monitoring.
- Phased Construction: Allows construction to begin before the full design is complete saving time.

Forefront’s experience includes commercial design for public and private clients including county, and local governmental agencies. This experience is blended with design work covering all delivery methods from conventional competitive bidding and negotiated pricing, to design-build partnering. The firm is very knowledgeable with all applicable design codes/criteria both commercial and government.

**We have been serving our clients for 27 years**, and like the built environment we design, the quality, sustainability and strength of our foundation is integral to our longevity and purpose. Originally starting back in 1994, Lindemann, Bentzon, and Bojack gained a reputation as one of the most highly respected firms earning a solid notoriety for completing projects ahead of schedule and below budget. **In 2014 Forefront arose from Lindemann, Bentzon, and Bojack and have continued on their legacy maintaining the old relationships while garnering new ones.**

**We know the framework for any successful project is directly related to having core leaders involved in the decision and management operations.** Our team represents dedicated and focused professionals ready to complement the total design effort necessary for the successful completion of projects under this contract.

Most importantly, we establish clear lines of communication between all parties to ensure a timely and smooth delivery. The core staff of our team is selected specifically to meet the needs of your project. Each team member, beginning with the Project Manager, has significant experience with projects similar to the proposed project.

Our team is comprised of both designers and engineers, giving us the unique ability to provide our clients with additional services. **Our unique ability to consistently provide top quality results and maintain 100% client satisfaction** is a direct reflection of the experts on our staff, the general contractor-firms we partner with, and our overall implementation of the Engineering and Design programs we also work under.

### Capabilities of the Firm

Forefront offers a full spectrum of services covering a diverse range of private and public sector experience. **The firm maintains on-going assignments for clients in the commercial and institutional marketplace as well as various Florida counties.** Because the firm is comprised of both architects and engineers, there is a full spectrum understanding of the building industry needs and objectives. **These professionals have a combined background of well over 100 years of construction and related exposure.** This depth of knowledge and experience brings together specialties in all facets of commercial, industrial, and residential projects.

- |  |   |
|--|---|
| - Master Planning                          | - Structural Engineering                  |
| - Feasibility Studies                      | - Building and Fire Codes                 |
| - Site Evaluation and Selection            | - Value Engineering                       |
| - Site Development                         | - Cost Estimating                         |
| - Programming                              | - As-Built Field Verification             |
| - Conceptual and Schematic Design          | - Equipment Layout and Utilities Matrix   |
| - Design Development                       | - Specialized Materials/ Systems Research |
| - Public Hearing Representatives           | - 3D Modeling and Animation               |
| - Code and Ordinance Compliance Evaluation | - ADA Access Compliance Evaluation        |

### Organizational Chart

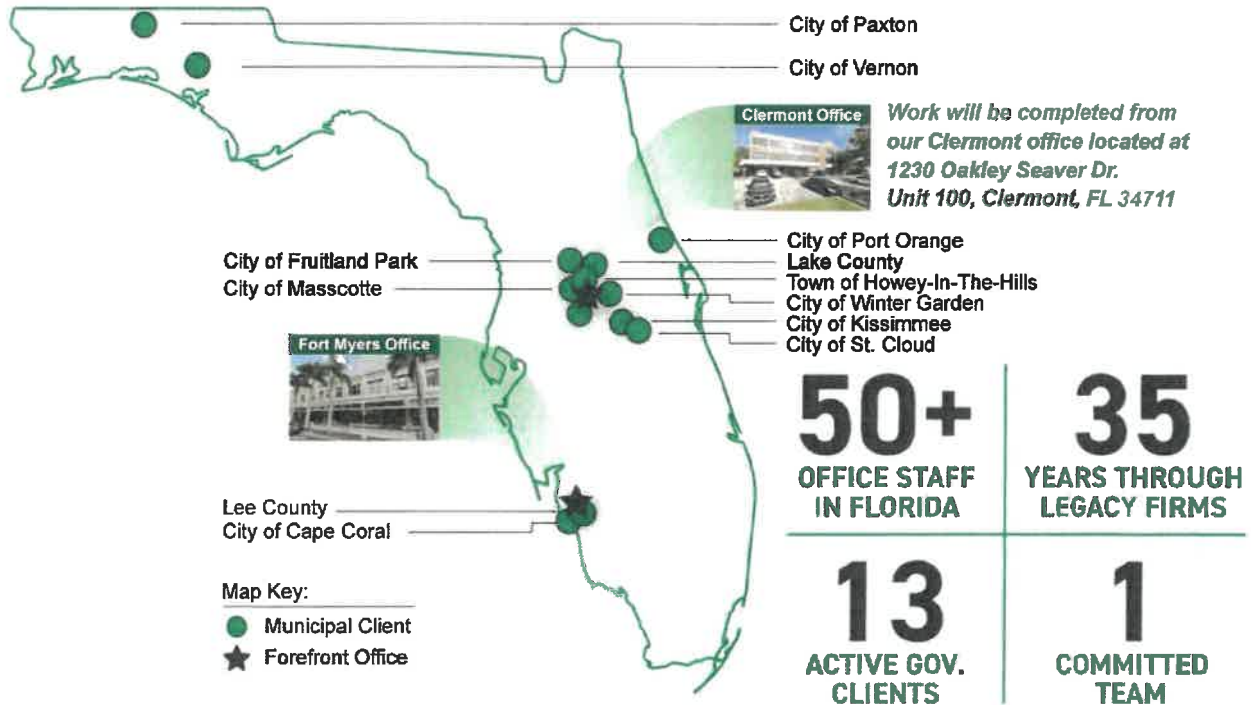
**Organizational chart can be found in Section D. of our SF330 in Tab 4.**

### Resumes of Key Personnel











**Resumes of key personnel can be found in Section E. of our SF330 in Tab 4.**

c. Provide information about the Respondent's experience in providing engineer services to Florida local governments. List the similar projects or engagements that have been completed by the assigned persons within the past three years:

We currently serve 13 municipal clients throughout Florida, offering a comprehensive array of services that include architectural design, structural engineering, MEP engineering, and interior design. Our engagement with these municipalities is not just about delivering projects; it's about creating relationships and understanding the fabric of each community to ensure our solutions are meaningful and impactful.



Our team brings their unique strengths and expertise to the City, providing an exceptionally qualified and unmatched team, both creatively and technically. Combined, they bring over 50 years of experience and sought-after expertise with a strong engineering focus and a local team proficient in community-based architecture and the technical design requirements.

 <b>CHRIS SMITH, PE   ENGINEERING TASK LEADER</b>	
 <b>25 years of experience</b>	<ul style="list-style-type: none"> <li><b>Extensive Experience:</b> Over 25 years in structural engineering, with a focus on residential, commercial, hospitality, institutional, and medical sectors, bringing a wealth of expertise to diverse projects.</li> <li><b>Key Projects:</b> Engineering task lead for projects such as the Lake County Eight Story Parking Garage Traffic Modification, Paxton Senior Activity Center, Lake County EMS Fleet and Logistics Relocation, Historic Courthouse Structural Column Investigation, The Awning Factory Warehouse Expansion, and Lake County Tax Collector Facility.</li> <li><b>Professional Registrations:</b> Licensed Professional Engineer in Florida (No. 62605) and multiple other states including CA, CO, NY, NC, OK, and VA, ensuring compliance with rigorous engineering standards across various regions.</li> </ul>
 <b>Located in Clermont office</b>	
 <b>50% assigned to project</b>	
 <b>✓BS, Civil Engineering, University of Delaware</b>	
 <b>JAMES A. BOUREZ, PE   ENGINEERING SUPPORT</b>	
 <b>25 years of experience</b>	<ul style="list-style-type: none"> <li><b>Extensive Experience:</b> Over 25 years in structural engineering, with a focus on residential and commercial sectors, contributing to the design and evaluation of numerous high-impact projects.</li> <li><b>Key Projects:</b> Engineering support for the Lake County Eight Story Parking Garage Traffic Modification, Paxton Senior Activity Center, The Awning Factory Warehouse Expansion, and Lake County Historic Courthouse Structural Column Investigation.</li> <li><b>Professional Registrations:</b> Licensed Professional Engineer in Florida (No. 67835) and multiple other states including AZ, CO, GA, ID, KY, MD, MI, MO, NV, NC, OR, PA, SD, SC, TX, UT, VA, WA, and WY.</li> </ul>
 <b>Remote (Texas)</b>	
 <b>30% assigned to project</b>	
 <b>✓AA, Construction Management, Valencia College</b>	

## Understanding of the City of New Port Richey's Needs

Forefront has reviewed the specific engineering requirements and operational challenges of New Port Richey. Our approach is tailored to effectively address the city's needs across various engineering services, ensuring alignment with the city's goals and regulatory landscape.

- **Advisory Services:** Forefront will have active participation in City Council meetings, held on the first and third Tuesday evenings of each month, so that our lead engineers are available for all special meetings or work sessions as required. Our team will provide ongoing advice and consultations to city officials through various communication means, from telephone conferences to in-person meetings and written correspondence.
- **Consultation on City Utilities:** Our structural engineers are equipped to offer consultation on the maintenance and operation of the city's essential utilities. Through subconsultant partners Forefront can assist with other utility consultation including water distribution, wastewater collection and treatment, stormwater management, and transportation systems.
- **Development Projects and Permit Consultation:** Forefront will rigorously review project plans and proposals submitted by private entities for compliance with Florida statutes, City Code, and Land Development Regulations. Our engineers will be actively involved in meetings to provide necessary consultations and help navigate the regulatory environment.
- **Inspection Services:** Our team will conduct thorough site inspections for compliance with approved plans, providing necessary on-site consultations to address any emergent issues swiftly.
- **Participation in DRC and LDRB Meetings:** Forefront engineers will be integral members of the Development Review Committee and the Land Development Review Board, providing pre-meeting reviews and on-site assistance during meetings to facilitate a thorough understanding of city codes among all stakeholders.
- **Public Works Construction Projects:** Forefront will handle preliminary engineering analyses, cost estimates, and feasibility studies for public works projects. We will prepare detailed plans, specifications, and bidding documents while assisting the city in navigating the procurement of necessary rights-of-way or easements. Furthermore, our team will oversee the bid review process, contractor selection, and provide general supervision over construction projects for quality and compliance.
- **Additional Services:** In addition to the core services, Forefront is prepared to undertake any additional engineering, surveying, or miscellaneous services as requested by the city.

## Proactive Schedule Management

Forefront prioritizes effective schedule management for timely project delivery and minimize potential delays. Our project controls for schedule management are grounded in best practices and proactive strategies to optimize project timelines and mitigate schedule risks. We develop detailed project schedules outlining critical milestones, deliverables, and dependencies for each phase of project.

### Task Order Process Example Workflow



**Project Management Controls** — Forefront is committed to implementing project controls for cost and schedule management, for this contract. By leveraging advanced tools, proactive strategies, and collaborative approaches, we strive to optimize project outcomes, minimize risks, and exceed the expectations of our clients and the community served.

**Cost Estimation and Monitoring** — We begin by conducting detailed cost estimations based on a comprehensive analysis of project requirements, scope, and market conditions. Throughout the project life cycle, we utilize advanced cost monitoring tools and techniques to track expenditures, identify variances, and address potential cost overruns proactively. Our meticulous cost management processes enable us to maintain financial discipline and optimize resource allocation to maximize project value.

# **TAB 2**

## **Firm's Previous Experience and Capacity**



a. Provide at least three references from these organizations including names, contact persons, and phone numbers;

### References

#### Lake County Supervisor of Elections

D. Alan Hays, D.M.D, MFCEP  
Supervisor of Elections  
alan.hays@lakecountyfl.gov  
352-253-1420  
Lake County Supervisor of Elections Buildings

#### Lake County, Florida

Don Glessner  
Construction Program Manager  
donald.glessner@lakecountyfl.gov  
352.253.4973  
Lake County Continuing Services

Ivan Lespier, MBA,EMT  
Construction Program Manager  
352.253.4973  
ivan.lespier@lakecountyfl.gov  
Lake County Continuing Services

#### City of Kissimmee, Florida

Robert T. Masiku, CFM, CGC  
Public Works & Engineering Assistant Director  
407.624.0269  
robert.masiku@kissimmee.gov  
Have on Vine Affordable Housing Initiative

b. Provide a list of all other local governments currently being represented by the Respondent;

### Other Local Governments

- Lake County Florida
- City of Masscotte
- City of Fruitland Park
- Lee County Florida
- City of Cape Coral
- City of Paxton
- City of Vernon
- City of Port Orange
- Town of Howey-In-The-Hills
- City of Winter Garden
- City of Kissimmee
- City of St. Cloud

c. Provide information about the Respondent's capacity and capability to perform on short notice and in a timely manner, and the Respondent's proposed approach to communicating with City

### Capacity and Capability to Perform

Forefront currently has 50+ total employees based out of our Clermont and Fort Myers office. Our team has the current capacity and staffing to successfully manage this project. With a team of architects, engineers, project managers and designers, we have the foundation to lead your projects to both a successful and efficient completion.

Our team is committed to this contract. Our team has weekly coordination meetings to discuss the ongoing projects and the current and future workloads. This information will help us determine the best team for a specific project. The Forefront team is structured to provide continuity and qualified, dedicated resources to this contract.

Forefront has a proven track record with similar projects, having worked extensively on grant-funded initiatives like those involving Community Development Block Grants and FEMA in Lee County. Although new to working directly with the Hardee County Industrial Development Authority, our firm's experience and the backing of specialized grant compliance consultants ensure we are well-prepared to meet the unique requirements of this project.

### Communication Plan

Forefront is well-prepared to render and successfully complete the services needed for a Task Work Order. Our firm has a robust team of experienced professionals, including architects, engineers, project managers, and support staff, all of whom are readily available to dedicate their expertise to this project. Our Project Manager, Chris Smith, PE, will lead the team, ensuring that all necessary resources are allocated efficiently to meet the project timeline.

- Regular Updates: We will provide bi-weekly progress reports to keep informed about the project status, upcoming milestones, and any potential issues.
- Responsive Coordination: Our team will maintain open lines of communication through regular meetings, emails, and a dedicated project management platform, ensuring quick responses to your requests.
- Stakeholder Engagement: Forefront will facilitate stakeholder meetings to gather feedback and incorporate it into the project workflow, ensuring all parties are aligned.

d. Describe any conflicts of interest or ethical considerations related to representation or affiliation with any boards, organizations, committees, or clients, including, but not limited to, other municipalities, governmental, and/or quasi-governmental entities;

### Forefront has no conflicts.

e. Provide a list and explanation of any ethics complaints or lawsuits filed against the Respondent(s), and a list of any other, similar claims against the Respondent(s), in the last five (5) years;

### Forefront has no complaints or lawsuits.

# **TAB 3**

## **Firm's Location and Availability to the City of New Port Richey**

a. The location of staffing and firm resources expected to be made available to serve City of New Port Richey;

### Location of Staffing and Resources

Forefront will primarily coordinate the provision of engineering services to the City of New Port Richey from our **headquarters in Clermont, Florida**. This central location facilitates efficient management and rapid deployment of resources to the City. Additionally, we will leverage support from our Fort Myers office, which will provide supplementary personnel and resources as needed. This strategic deployment of our offices ensures that we can offer comprehensive support and maintain responsiveness to the City's needs, ensuring smooth and effective service delivery.

**Forefront's Clermont office is located just 80 miles from the City of New Port Richey. Our staff can be on-site in less than 2 hours.**

b. Information on the Respondent's ability to handle the assigned work with the current staff and the workload already assigned to the key persons:

### Managing Workload

Forefront is fully equipped to manage the assigned work for the City of New Port Richey with our current staffing levels and operational resources. **Our team, led by Vice President of Engineering Chris Smith, PE, has a proven track record of efficiently handling multiple large-scale projects simultaneously without compromising quality or timelines.** Our organizational structure and project management systems are designed to maximize efficiency and flexibility, allowing us to adjust resource allocation dynamically based on project demands.

Our key personnel, including Chris Smith and James Bourez, PE, are experienced in managing substantial workloads and have consistently delivered projects on time and within budget across various clients. **We continually monitor our project commitments and staff workload to ensure that each project receives the required attention and resources.** This proactive approach ensures that our team is not overextended and can focus on delivering high-quality engineering services to the City of New Port Richey.

c. The firm's ability to research, apply for and obtain project funding (in the form of grants, loans, and legislative appropriations), and its success rate doing so for other clients;

### Obtaining Project Funding

To enhance our effectiveness in this critical area, we have partnered with Fred Fox Enterprises, a renowned consultancy with a proven track record in securing funding for public sector projects. This partnership allows us to offer specialized expertise in navigating the complex landscape of project funding, significantly increasing our success rate in obtaining financial support for our clients.

Fred Fox Enterprises brings extensive experience and a deep understanding of both state and federal funding mechanisms, ensuring that the City of New Port Richey can maximize the financial resources available for its engineering projects.

d. The firm's ability to assist City of New Port Richey with preparing and submitting project documentation (including reports and permits) required by local, state and federal regulatory agencies;

Forefront can assist the City of New Port Richey with the preparation and submission of all necessary project documentation, including reports and permits required by local, state, and federal regulatory agencies. Our team has extensive experience and a thorough understanding of the regulatory frameworks governing municipal engineering projects.

**Forefront's extensive knowledge of the permitting process and its familiarity with various regulatory agencies exemplify our commitment to compliance and efficiency in project execution:**

- Experience with FDOT and Electronic Document Signing: A founder of Forefront, affiliated with the precursor engineering firm, played a pivotal role in assisting FDOT (Florida Department of Transportation) in developing and implementing electronic signing and sealing procedures for construction documents across the state of Florida.
- Leadership in Orange County's Electronic Plan Submittal Process: Forefront was chosen by Orange County as the testbed design firm for the development and implementation of electronic signing, sealing, and plan submittal processes, now utilized in Orange County and the City of Orlando through PROJECTDOX.
- Active Participation in Orange County Seminars: Forefront remains actively engaged with Orange County, participating in seminars and discussions aimed at aligning with the County's evolving electronic permitting documentation processes.
- Long-Standing Association with Osceola County: Forefront maintains a longstanding association with Osceola County. Members of our team have served on multiple Building Officials Boards, collaborating closely with both past and current Osceola County employees.

e. The basis on which compensation will be determined (but not dollar amounts), and the method by which payment for services rendered is to be made; and

Forefront determines compensation based on the scope of work, the complexity of the project, and the level of expertise required. **Our compensation structure typically includes a combination of fixed fees, hourly fees and reimbursable expenses, tailored to align with the specific demands and phases of each project.**

Forefront processes payments through ACH transfers and checks payable to Forefront Architecture and Engineering, LLC.

# **TAB 4**

## **Current Standard Form 330**

# ARCHITECT-ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

**1. TITLE AND LOCATION (City and State)**

RFQ 24-026 Professional Engineering Services/City Engineer

**2. PUBLIC NOTICE DATE**

Tuesday, August 20, 2024

**3. SOLICITATION OR PROJECT NUMBER**

2024-26

### B. ARCHITECT-ENGINEER POINT OF CONTACT

**4. NAME AND TITLE**

Chris Smith, PE, Vice President of Engineering

**5. NAME OF FIRM**

Forefront Architecture and Engineering

**6. TELEPHONE NUMBER**

888.850.3323

**7. FAX NUMBER**

888.850.3321

**8. E-MAIL ADDRESS**

chriss@ff-ae.com

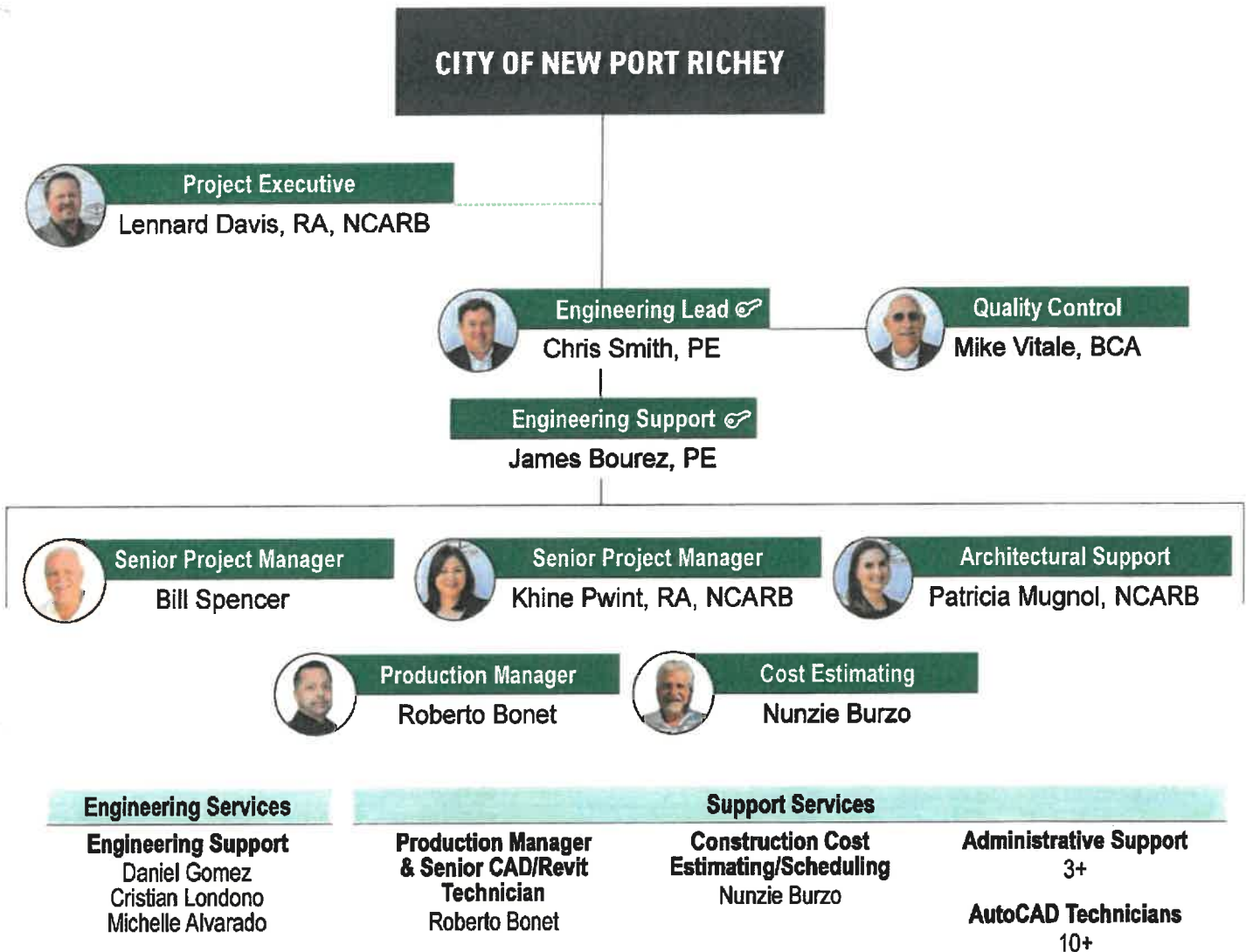
### C. PROPOSED TEAM

#	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	JV PARTNER	SUBCONTRACTOR			
a.	<input checked="" type="checkbox"/>			Forefront Architecture and Engineering <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	1230 Oakley Seaver Dr. Unit #100 Clermont, FL 34711	Architectural Designer Structural Engineering Project Management
b.	<input checked="" type="checkbox"/>			Forefront Architecture and Engineering <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	2256 First Street, Suite 127, Fort Myers, FL 33901	Cost Estimating Project Support
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
g.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
h.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
i.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

**D. ORGANIZATION CHART OF PROPOSED TEAM**

(ATTACHED)


D. ORGANIZATION CHART OF PROPOSED TEAM



**Due to the 25-page limit imposed on our submittal of qualifications for RFQ 24-026, Forefront has focused on including detailed resumes only for the engineers specifically assigned to the City of New Port Richey project.**

**These key personnel include our lead engineers, whose expertise and experience are directly relevant to the needs of the City. It is important to note that these professionals are supported by a robust team of over 50 technical professionals encompassing a wide range of disciplines within engineering. This depth of resources ensures comprehensive support and expertise readily available for all project aspects, though detailed resumes for this broader team are not included within this submittal to adhere to the page limit restrictions.**

**E. RESUMES OF PERSONNEL PROPOSED FOR THIS CONTRACT**

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
 <b>Chris Smith, PE</b>	Engineering Lead	25	17

15. FIRM NAME AND LOCATION (City and State)  
 Forefront Architecture and Engineering, LLC (Clermont, Florida)

16. EDUCATION  
 BS, Civil Engineering,  
 University of Delaware

17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)  
 Professional Engineer: FL, No. 62605, CA, CO, NY, NC, OK, VA

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)  
 A Licensed Professional Engineer, Christopher M. Smith uses his vast knowledge of engineering and design to create structures that will endure over the years, through all conditions, while maintaining their beauty and function. Designing multi-story residences, schools, government buildings and hotels are also part of Chris's far-reaching career experience.

**19. RELEVANT PROJECTS**

a. (1) TITLE AND LOCATION (City and State) <b>Lake County, Eight Story Parking Garage Traffic Modification, Tavares, FL</b>	(2) YEAR COMPLETED	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	2024		-

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE  Check if project performed with current firm  
**Chris serves as the Engineering task lead for this project.** This was a renovation of an existing multi-level parking garage. The original scope was adding a new vehicle exit out of the garage. The scope expanded to add metal security gates for vehicles and persons on the 6th floor to separate the 7th and 8th floors above from public access for Lake County staff purposes. Forefront has been tasked with providing architecture and engineering drawings to provide a second vehicle exit route from the public garage.

b. (1) TITLE AND LOCATION (City and State) <b>Lake County, Tax Collector Facility, Tavares, FL</b>	(2) YEAR COMPLETED	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	2017		2019

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE  Check if project performed with current firm  
**Chris served as the Engineering task lead for this project.** Forefront successfully managed the Lake County Tax Collector project, adhering to the Project Management Plan and Quality Assurance protocols. The site development proceeded smoothly with the chosen contractor achieving the necessary pad for construction on time and within budget. The drainage, civil design, and landscaping integrated well with the site's topography.

c. (1) TITLE AND LOCATION (City and State) <b>The Awning Factory, Warehouse Expansion, Orlando, FL</b>	(2) YEAR COMPLETED	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	2024		-

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE  Check if project performed with current firm  
**Chris served as the Engineering task lead for this project.** The project incorporates a structural steel frame and cold-formed steel walls, supported by a shallow concrete foundation system. This strategic choice ensures a sturdy and durable structure, capable of accommodating the functional needs of The Awning Factory's operations. The shallow concrete foundation system supports the entire structure, distributing the load evenly to the ground. This approach minimizes the need for extensive excavation and simplifies the construction process, leading to project management cost savings


d. (1) TITLE AND LOCATION (City and State) <b>Lake County, Emergency Medical Services (EMS) Fleet and Logistics Relocation, Lake County, FL</b>	(2) YEAR COMPLETED	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	2024		Q4 2024

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE  Check if project performed with current firm  
**Chris served as the Engineering task lead for this project.** Lake County is relocating their fleet services at a single campus. Forefront has been tasked with modification to an existing garage to accommodate the added services. Also, the project includes a new addition to another campus building. Our role involves architectural, structural, and MEP services to facilitate Lake County's EMS operations' move to the existing Fleet Services location. The Phase 1 expansion now spans 48,000 square feet, with a budget of \$2.4 million.

e. (1) TITLE AND LOCATION (City and State) <b>City of Paxton, Senior Activity Center - New Facility, Paxton, FL</b>	(2) YEAR COMPLETED	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	2023 - Ongoing		-

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE  Check if project performed with current firm  
**Chris served as the Engineering task lead for this project.** Forefront was contracted by the City of Paxton to design a new senior activity center in Walton County. Forefront's approach to the design for this project was to create an inclusive design that all ages will feel comfortable and welcome. The single story, wood framed structure would sit on a municipal property chosen by the City of Paxton. Some specific requirements needed within the space are dining and activity area as well as handicapped accessible bathrooms, walk-in freezer, catering kitchen, and a covid testing and vaccination room. We are currently working with Walton County to obtain funding from the CDBG-CV Grant.

## E. RESUMES OF PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME		13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
A. TOTAL			B. WITH CURRENT FIRM	
	<b>James A. Bourez, PE</b>	Engineering Support	25+	15
15. FIRM NAME AND LOCATION (City and State) Forefront Architecture and Engineering, LLC (Clermont, Florida)				
16. EDUCATION BSCE, Engineering, California State University - Sacramento		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer, FL, No. 67835, Also licensed in AZ, CO, FL, GA, ID, KY, MD, MI, MO, NV, NC, OR, PA, SD, SC, TX, UT, VA, WA, WY.		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) James is an accomplished engineer with a diverse and extensive background in various aspects of structural design, spanning over decades of professional experience. Throughout his career, he has consistently demonstrated his expertise, dedication, and innovative approach in enhancing structural integrity and design precision. At Forefront Architecture and Engineering, James has held the role of Staff Engineer for residential design since 2010. His responsibilities encompass a broad spectrum, including serving as the Engineer of Record for numerous projects. His expertise shines in evaluating truss calculations for loading, code compliance, and suitability, and sizing various structural components for both gravity and wind loads. He plays a vital role in optimizing structural capacity and economic value, and his involvement extends to overseeing permanent bracing and truss-to-structure connections.				
19. RELEVANT PROJECTS				
a. (1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
<b>Lake County, Eight Story Parking Garage Traffic Modification, Tavares, FL</b>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
		2024	-	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm		
<b>Engineering Support.</b> This was a renovation of an existing multi-level parking garage. The original scope was adding a new vehicle exit out of the garage. The scope expanded to add metal security gates for vehicles and persons on the 6th floor to separate the 7th and 8th floors above from public access for Lake County staff purposes. Forefront has been tasked with providing architecture and engineering drawings to provide a second vehicle exit route from the public garage.				
b. (1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
<b>Lake County, Historic Courthouse Structural Column Investigation, Tavares, FL</b>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
		2024	-	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm		
<b>Engineering Support.</b> Forefront operating under the Lake County Continuing On-Call Contract, embarked on a transformative endeavor to restore Lake County's Historic Courthouse as it commemorated its centennial year. This collaborative effort not only uncovers challenges but also charts a path to inspire both the present and the future. Our team meticulously examined the columns to uncover reasons for the cracks, forming the basis of our investigation. We found that the columns were a veneer, leading to diverse crack causes.				
c. (1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
<b>The Awning Factory, Warehouse Expansion, Orlando, FL</b>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
		2024	-	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm		
<b>Engineering Support.</b> The project incorporates a structural steel frame and cold-formed steel walls, supported by a shallow concrete foundation system. This strategic choice ensures a sturdy and durable structure, capable of accommodating the functional needs of The Awning Factory's operations. The shallow concrete foundation system supports the entire structure, distributing the load evenly to the ground. This approach minimizes the need for extensive excavation and simplifies the construction process, leading to project management cost savings				
d. (1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
<b>City of Paxton, Senior Activity Center - New Facility, Paxton, FL</b>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
		2023 - Ongoing	-	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm		
<b>Engineering Support.</b> Forefront was contracted by the City of Paxton to design a new senior activity center in Walton County. Forefront's approach to the design for this project was to create an inclusive design that all ages will feel comfortable and welcome. The single story, wood framed structure would sit on a municipal property chosen by the City of Paxton. Some specific requirements needed within the space are dining and activity area as well as handicapped accessible bathrooms, walk-in freezer, catering kitchen, and a covid testing and vaccination room. We are currently working with Walton County to obtain funding from the CDBG-CV Grant.				



**E. RESUMES OF PERSONNEL PROPOSED FOR THIS CONTRACT**

12. NAME  <b>Mike Vitale, BCA</b>	13. ROLE IN THIS CONTRACT Quality Control & Code Compliance/Plans Examiner	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
		38	18

15. FIRM NAME AND LOCATION (City and State)  
 Forefront Architecture and Engineering, LLC (Clermont, Florida)

16. EDUCATION A.S. Construction Management, University of Maryland U.S. Army	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Building Code Administrator, FL, No. BU1939 Plans Examiner, FL, No. PX2900 Building Inspector FL, No. BN5181
--	--

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)  
 Michael Vitale provides over 38 years of experience within the construction industry and had served as the Directorate of Engineering for the U.S. Army – Doha, Qatar. Michael has 15 years of experience as a Florida Licensed Building Inspector & Plans Examiner and has obtained licensure as a Florida Licensed Building Code Administrator. Michael is currently the Operations Manager at Forefront Architecture & Engineering which includes oversight of the Quality Control program, Inspections and Plans Review.

**19. RELEVANT PROJECTS**

a. (1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
<b>Lake County, Eight Story Parking Garage Traffic Modification, Tavares, FL</b>	2024	-
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
<p><b>Mike serves as the QA/QC lead and plans examiner on this project.</b> This was a renovation of an existing multi-level parking garage. The original scope was adding a new vehicle exit out of the garage. The scope expanded to add metal security gates for vehicles and persons on the 6th floor to separate the 7th and 8th floors above from public access for Lake County staff purposes. Forefront has been tasked with providing architecture and engineering drawings to provide a second vehicle exit route from the public garage.</p>		
b. (1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
<b>Lake County, Historic Courthouse Structural Column Investigation, Tavares, FL</b>	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	2024	-
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
<p><b>Project Manager.</b> Forefront operating under the Lake County Continuing On-Call Contract, embarked on a transformative endeavor to restore Lake County's Historic Courthouse as it commemorated its centennial year. This collaborative effort not only uncovers challenges but also charts a path to inspire both the present and the future. Our team meticulously examined the columns to uncover reasons for the cracks, forming the basis of our investigation. We found that the columns were a veneer, leading to diverse crack causes.</p>		
c. (1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
<b>Lake County, Fire Station Hazard Mitigation Grant Program Improvements - Phase 1, Countywide, FL</b>	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	2024	-
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
<p><b>Project Manager.</b> Forefront has partnered with Lake County to enhance the resilience of its crucial fire stations as part of the Hazard Mitigation Grant Program (HMGP). This initiative demonstrates our commitment to public safety, innovative engineering, and proactive problem-solving. We initiated the project by conducting a thorough assessment of 19 strategically located fire stations across Lake County. This evaluation helped identify vulnerabilities that could hinder the stations' emergency response. These vulnerabilities included issues such as roofing problems and non-impact resistant components.</p>		
d. (1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
<b>Lake County, Emergency Medical Services (EMS) Fleet and Logistics Relocation, Lake County, FL</b>	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	2024	Q4 2024
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
<p><b>Mike serves as the QA/QC lead and plans examiner on this project.</b> Lake County is relocating their fleet services at a single campus. Forefront has been tasked with modification to an existing garage to accommodate the added services. Also, the project includes a new addition to another campus building. Our role involves architectural, structural, and MEP services to facilitate Lake County's EMS operations' move to the existing Fleet Services location. The Phase 1 expansion now spans 48,000 square feet, with a budget of \$2.4 million.</p>		

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**

20. EXAMPLE PROJECT KEY NUMBER

1

21. TITLE AND LOCATION (City and State)

**Eight Story Parking Garage Traffic Modification, Tavares, FL**

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2023-Ongoing	Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Lake County Florida

b. POINT OF CONTACT NAME

Ivan Lespier, MBA, EMT

c. POINT OF CONTACT TELEPHONE NUMBER

352.253.4973, [ivan.lespier@lakecountyfl.gov](mailto:ivan.lespier@lakecountyfl.gov)

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)



Forefront Architecture and Engineering provided architectural and engineering solutions to alleviate traffic congestion by designing a second vehicle exit route for the eight-story parking garage in Tavares, FL. Additionally, Forefront installed metal security gates on the 6th floor to restrict public access to the 7th and 8th floors, enhancing security and operational efficiency.

**Summary of Project**

Lake County's eight-story parking garage in Tavares has been a vital asset for the county for several decades. However, the existing exit routes have proven inadequate during peak hours, particularly at 5 pm when hundreds of County staff members leave the garage, causing significant traffic congestion. Forefront Architecture and Engineering has been tasked with providing architectural and engineering solutions to alleviate this issue by creating a second vehicle exit route.

The original scope of the project involved adding a new vehicle exit to the existing multi-level parking garage. As the project progressed, the scope expanded to include the installation of metal security gates on the 6th floor to separate the 7th and 8th floors from public access, allowing these floors to be used exclusively for county purposes.

- Initial Scope: Addition of a new vehicle exit to the existing multi-level parking garage.
- Expanded Scope: Installation of metal security gates on the 6th floor to separate the 7th and 8th floors for exclusive county use, enhancing security and operational efficiency.

**RELEVANCY**

- Enhancing Infrastructure Efficiency
- Improved public safety access
- Architectural services
- Engineering services
- Traffic planning
- Fee: \$32,715.00



**Challenges and Solutions:**

- **Traffic Flow Optimization:** Conducting traffic flow analyses to design an exit that reduces congestion without causing new bottlenecks.
- **Structural Modifications:** Ensuring the new exit and security gates integrate seamlessly with the existing structure through detailed assessments and reinforcement plans.
- **Security Enhancements:** Designing robust gate systems that restrict public access effectively while maintaining operational accessibility.
- **Minimal Disruption:** Implementing phased construction plans and maintaining clear communication with county staff to minimize disruptions during construction.
- **Regulatory Compliance:** Collaborating closely with regulatory bodies to ensure all modifications meet local building codes and safety regulations.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a. Forefront Architecture and Engineering	Clermont, FL	Prime Consultant

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**

20. EXAMPLE PROJECT KEY NUMBER	
<b>2</b>	
22. YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2017	2019

21. TITLE AND LOCATION (City and State)  
**Lake County Tax Collector Tavares, FL**

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Lake County Florida	b. POINT OF CONTACT NAME Randy Van Alstine	c. POINT OF CONTACT TELEPHONE NUMBER randy.vanalstine@laketax.com
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)



The following is a summary of the Lake County Tax Collector project life-cycle. Forefront's process for delivering this facility was implemented along with the Project Management Plan and Quality Assurance procedures..

**Summary of Project**

The Site Development went well and that the selected contractor performed well in attaining the pad needed for the building construction to occur. Drainage, civil design and landscape with the given topography all worked in a way that brought this site to the end state on time and within the anticipated budget. The project timing was crucial. Our team needed to guarantee that the building would be completed prior to the rented locations' lease expiration. The General Contractor team worked diligently to meet critical deadlines to ensure that our client could continue to provide services to the County. Weekly meetings were held with full stakeholder involvement, which allowed for sustainable project management.

Due to this high level of coordination, our team members were able to offer solutions to problems as soon as they occurred. The 14,000 SF building was designed to fit the demographics of Lake County, maintaining a residential scale while differentiating itself to be recognizable as a county building by incorporating architectural features such as the monumental porch entrance including the parking space, landscaping, flagpole, metal roof and large storefront openings.

The goal was to get as much space as possible for the reception and service area. This was possible through the creation of two wings "Lobby A" and "Lobby B" that split from a central reception.

**RELEVANCY**

- Architectural services
- Engineering services
- MEP engineering
- Site planning, development
- Safety and security
- \$4.6M (Construction)



The visitor enters the building, and is automatically directed to a central reception, after the attendance, he goes to the required service wing waiting area. Access to civic life for persons with disabilities is a fundamental objective of the Americans with Disabilities Act (ADA). Therefore, we worked to ensure that all citizens could access all necessary services respecting the requirements of the ADA. The location of each TV/Screen, signage, as well as the speakers, was strategically designed for greater viewing/audition, facilitating visitors and guiding them to the correct service location.

The safety of staff and visitors was a carefully thought out factor. As a result, security systems were installed, as well as many exit door options for quick and easy access to the outside of the building. This building includes, in addition to the service areas, a training room, break room, CIC room, supplies and administration room. All interior finishes were also considered to make the user experience more comfortable.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Forefront Architecture and Engineering	Clermont, FL	Prime Consultant

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**

20. EXAMPLE PROJECT KEY NUMBER

3

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2024-Ongoing	Ongoing

21. TITLE AND LOCATION (City and State)

**Lake County Historic Courthouse Structural Column Investigation, Lake County, FL**

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Lake County Florida

b. POINT OF CONTACT NAME

Don Glessner

c. POINT OF CONTACT TELEPHONE NUMBER

352.253.4973, donald.glessner@lakecountyfl.gov

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)



Forefront's dedication to meticulous inspection, comprehensive analysis, and collaborative restoration planning ensures that Lake County's Historic Courthouse will be rejuvenated and preserved for generations to come. This project not only honors the building's rich history but also sets a standard for future preservation efforts.

**Summary of Project**

In 2022, Lake County's Historic Courthouse marks a century of existence. However, time has revealed concerning wear in the form of cracks on its sandstone columns. To address this, an investigation commenced, demonstrating Forefront Architecture and Engineering's commitment under the Lake County Continuing On-Call Contract. Thorough inspections were vital. Using mechanical lifts and endoscope cameras, we gained essential perspectives on the columns.

Our team meticulously examined the columns to uncover reasons for the cracks, forming the basis of our investigation. We found that the columns were a veneer, leading to diverse crack causes. Each column's unique history contributed to varying deterioration. Our investigation culminated in a comprehensive report, guiding the courthouse's restoration. It outlines tailored solutions informed by history. Lake County's future involves our recommendations, balancing history and modern restoration techniques, ensuring this cherished building's rejuvenation.

In conclusion, the centenary milestone prompts reflection and restoration. Under the Lake County Continuing On-Call Contract, Forefront Architecture and Engineering conducted insightful inspections. This collaborative effort uncovers challenges and charts a way to honor history while inspiring the present and future.

**RELEVANCY**

- Inspection services
- Detailed analysis
- Engineering services
- Restoration planning
- Stakeholder engagement
- \$2.4M (total)



**Highlights of Project:**

- Conducted detailed inspections of the courthouse's sandstone columns using mechanical lifts and endoscope cameras to gain essential insights into the causes of observed cracks.
- Identified that the columns were a veneer, with each column's unique history contributing to varying forms of deterioration.
- Offered recommendations that balanced historical preservation with modern restoration techniques to aid the building's longevity.
- Worked closely with Lake County under the Continuing On-Call Contract to ensure that all inspections and restoration plans were aligned with the county's objectives and historical preservation goals.
- Fostered a collaborative environment that facilitated effective communication and problem-solving throughout the project.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a. Forefront Architecture and Engineering	Clermont, FL	Prime Consultant

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

20. EXAMPLE PROJECT KEY NUMBER	
4	
22. YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2024-Ongoing	-

21. TITLE AND LOCATION (City and State)

**Design for New Facilities at Pine Island Commercial Marina, FEMA Grant, Lee County, FL**

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER  
Lee County, FL

b. POINT OF CONTACT NAME  
Mario A. Puente

c. POINT OF CONTACT TELEPHONE NUMBER  
239.910.9373, mpuente@leegov.com

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost)



Forefront Architecture and Engineering has been selected by the Lee County Board of County Commissioners to design and replace facilities at the Pine Island Commercial Marina, which incurred damage during Hurricane Ian. This project is located at 6001 Marina Dr., St. James City, Florida, 33956, and aims to provide new, functional spaces for County staff and the public.

**Summary of Project**

Our team will deliver comprehensive architectural, engineering, and MEP services to create new, resilient facilities. The project includes the design of a mobile office trailer for County staff, a permanent storage shed, and mobile public restrooms. Additionally, we will design concrete pads for these facilities, ensuring seamless access and utility connections. All work will adhere to applicable Federal, State, and local codes and standards.

The main objective of this project is to replace and upgrade the damaged facilities to better serve County staff and the public. The new design will include:

- A mobile office trailer equipped with air conditioning, a private restroom, and a closet for internet equipment.
- A permanent storage shed to house County equipment and supplies.
- Mobile public restrooms for visitor convenience.
- Concrete pads to support the office trailer, public restrooms, and other essential areas.

Our approach emphasizes compliance with all relevant building codes, accessibility standards, and environmental regulations, ensuring a safe and accessible environment for all users.

**RELEVANCY**

- Community centered planning
- Master planning
- Architectural, Structural and MEP Engineering services
- Grant funding management
- Stakeholder engagement
- Fee: \$65,010



**Site Challenges and Associated Possible Solutions**

- County Office Trailer - Mobile Configuration**  
Approach: Placement of the office trailer will act as a central point to check load permits and traffic. Will have storage of the entire site and boat ramp.
- County Storage - Permanent Configuration**  
Approach: Stacking storage is on the site. This location was determined based on accessibility and proximity to the street/other trailer.
- Public Restroom Trailer - Mobile Configuration**  
Approach: Embedding PVC piping and supply back in its location from the previous restroom. Mobile configuration will need to be built to the base flood elevation.
- Utility Connections to All Facilities**  
Approach: Utility connections are found near the existing electrical box. Underground connections will be made in all new facilities on the site.
- Boat Ramp Wash Pad**  
Approach: Our understanding of the wash pad requirement is to provide one on existing boat ramp to wash boats and trailers.
- Drinking Pad**  
Approach: Our understanding of the drinking pad is to provide fresh water location.
- Access to Private Resident Driveway**  
Approach: Need to provide clear access to private driveway through the use of signage.
- Building in Flood Zone Requirements**  
Approach: Updated FEMA Flood map shows Zone VE (31) and Zone AE (31). Walls and permanent configurations will need to be built to the base flood elevation.

**Construction Staging Plan**

- Proposed Staging Area**  
Approach: Placement of the proposed materials and equipment staging area provided easy access for delivery.
- Office Trailer Construction Zone**  
Approach: Inside the construction area to provide access to the boat ramp and private driveway.
- Storage and Restroom Construction Zone**  
Approach: System construction of the storage and restrooms from the trailer and available public parking.

Forefront Architecture and Engineering

Lee County

**Design and Engineering**

Forefront will prepare detailed construction plans, including project location maps, survey data, and staging areas. The design will be developed in stages, with plan submittals at 30%, 60%, 90%, and 100% completion to ensure thorough review and refinement. Key aspects of the design include:

- Ensuring all facilities meet applicable codes and standards.
- Integrating water, electric, sewer, and other utility connections.
- Developing technical specifications and a final opinion of probable construction cost.

**Code Compliance and Permitting**

We will ensure that all project components comply with building codes, ADA accessibility standards, and environmental regulations. Our team will secure all necessary permits and approvals from local authorities and regulatory agencies, facilitating a smooth and compliant construction process.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
b. Forefront Architecture and Engineering	Fort Myers, FL	Prime Consultant

**G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS**

26. NAMES OF KEY PERSONNEL <i>(From Section E, Block 12)</i>	27. ROLE IN THIS CONTRACT <i>(From Section E, Block 13)</i>	28. EXAMPLE PROJECTS LISTED IN SECTION F			
		1	2	3	4
Chris Smith, PE	Engineering Lead	●	●	●	●
James A. Bourez, PE	Engineering Support	●	●		
Mike Vitale, BCA	QC/Code Compliance		●	●	

**29. EXAMPLE PROJECTS KEY**

NO.	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NO.	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1	 <b>Eight Story Parking Garage Traffic Modification, Tavares, FL</b>	3	 <b>Lake County Historic Courthouse Structural Column Investigation, Lake County, FL</b>
2	 <b>Lake County Tax Collector, Tavares, FL</b>	4	 <b>Design for New Facilities at Pine Island Commercial Marina, FEMA Grant, Lee County, FL</b>

**In compliance with the 25-page limit for our submittal of qualifications for RFQ 24-026, Forefront has selectively included detailed descriptions of project experiences that are most pertinent to the scope and requirements of the City of New Port Richey.**

**While this selection showcases projects that directly reflect our capabilities relevant to your needs, please be aware that these examples represent only a fraction of our extensive portfolio. Our firm has successfully completed a wide range of engineering projects across various sectors, supported by a team of over 50 technical professionals. We have limited our included project examples to the most relevant to manage the constraints of this submission, ensuring clarity and focus within the allowed pages.**

H. ADDITIONAL INFORMATION

Value Engineering

Value engineering improves value without sacrificing quality or function by assembling a cross section of professionals who analyze project plans and requirements. Value engineering relies heavily on team building, effective communication, and efficient decision making to reach creative solutions.

Forefront will apply value engineering to enhance the project's value while upholding quality and functionality. Value engineering will involve a collaborative approach, bringing together architects, engineers, and stakeholders to evaluate the design and construction plans thoroughly. This multidisciplinary team will engage in a structured process to identify and eliminate unnecessary costs, thereby optimizing the project's economic efficiency without compromising its intended purpose or quality.

Software and Programs (BIM)

AutoDesk is our go-to for crafting precise designs, while Adobe amps up our visual storytelling. Google Workspace keeps us all synced up, streamlining collaboration and idea sharing. And with Zoom, we stay connected, fostering clear communication with clients and team members alike, no matter the distance. These tools are more than just software; they're vital components of our process, helping us deliver top-tier results in every project we tackle.



We expect to design this project using AutoDesk Revit. Revit is more than a drafting and modeling program, it is a dynamic 'Building Information Management' (BIM) platform that can be used during construction and after construction completion to manage the building over its lifetime. Forefront will leverage the advanced capabilities of AutoDesk Revit for precision, efficiency, and collaboration throughout the project's lifecycle. Our approach will utilize Revit's robust BIM tools to create a unified, detailed model of the community center, which will serve as a central source of truth for all project stakeholders.



Leveraging our multifaceted experience from sectors like commercial, residential, healthcare, and public projects, Forefront is uniquely positioned to deliver innovative and efficient solutions for this project.



Diverse Range of Solutions

Forefront is dedicated to serving a diverse range of clients across various markets and sectors. Our expertise spans across commercial, residential, educational, healthcare, and public sector projects, each with its unique demands and opportunities. By understanding the specific needs and challenges of each market, Forefront tailors its services to provide the most effective and innovative solutions.

In the commercial sector, we design spaces that enhance brand identity and functionality, creating environments that foster productivity and engagement. For residential projects, we focus on creating homes that combine aesthetic appeal with comfort and sustainability. In the education sector, our designs facilitate learning and collaboration, creating spaces that adapt to evolving teaching methods and technologies. Healthcare projects are approached with a focus on patient well-being, operational efficiency, and adaptability to future medical advancements.

Public sector projects are designed with community needs at the forefront, ensuring accessibility, safety, and environmental responsibility.

Our cross-sector experience allows us to bring a wealth of knowledge and a fresh perspective to every project, ensuring that our clients in various markets receive the best possible outcomes that align with their objectives and exceed their expectations.

I. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

31. SIGNATURE
[Handwritten signature]

32. DATE
09/04/2024

33. NAME AND TITLE
CHRIS SMITH, PE, VICE PRESIDENT OF ENGINEERING



RFQ24-026 Professional Engineering Services/City Engineer Firm Interview  
Colliers Engineering & Design  
October 2, 2024  
10:00 a.m., City Manager's Conference Room  
Scoring Matrix  
Lisa Algieri, Senior Planner

	<u>Criteria</u>	<u>Point Value</u>	<u>Score</u>
1.	Understanding of the City's Needs	25	25
2.	Overall Ability to Execute Services	15	15
3.	Experience and qualifications; no conflicts	25	25
4.	Past performance and references	10	8
5.	Location of Firm and Staff Assigned to this Project	25	8
<b>Total Score</b>			<b>96</b>

Additional Notes:

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RFQ24-026 Professional Engineering Services/City Engineer Firm Interview  
Colliers Engineering & Design  
October 2, 2024  
10:00 a.m., City Manager's Conference Room  
Scoring Matrix  
Robert Rivera, Public Works Director

	<u>Criteria</u>	<u>Point Value</u>	<u>Score</u>
1.	Understanding of the City's Needs	25	24
2.	Overall Ability to Execute Services	15	15
3.	Experience and qualifications; no conflicts	25	25
4.	Past performance and references	10	9
5.	Location of Firm and Staff Assigned to this Project	25	24
		<u>Total Score</u>	97

Additional Notes:

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*New Choices*



RFQ24-026 Professional Engineering Services/City Engineer Firm Interview  
Colliers Engineering & Design  
October 2, 2024  
10:00 a.m., City Manager's Conference Room  
Scoring Matrix  
Debbie L. Manns, City Manager

	<u>Criteria</u>	<u>Point Value</u>	<u>Score</u>
1.	Understanding of the City's Needs	25	25
2.	Overall Ability to Execute Services	15	15
3.	Experience and qualifications; no conflicts	25	25
4.	Past performance and references	10	10
5.	Location of Firm and Staff Assigned to this Project	25	20
		<b>Total Score</b>	<b>95</b>

Additional Notes:

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RFQ24-026 Professional Engineering Services/City Engineer Firm Interview  
Forefront Architecture & Engineering  
October 3, 2024  
3:30 p.m., City Manager's Conference Room  
Scoring Matrix  
Debbie L. Manns, City Manager

	<u>Criteria</u>	<u>Point Value</u>	<u>Score</u>
1.	Understanding of the City's Needs	25	10
2.	Overall Ability to Execute Services	15	6
3.	Experience and qualifications; no conflicts	25	10
4.	Past performance and references	10	5
5.	Location of Firm and Staff Assigned to this Project	25	10

Total Score

41

Additional Notes:

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RFQ24-026 Professional Engineering Services/City Engineer Firm Interview  
Forefront Architecture & Engineering  
October 3, 2024  
3:30 p.m., City Manager's Conference Room  
Scoring Matrix  
Lisa Algieri, Senior Planner

	<u>Criteria</u>	<u>Point Value</u>	<u>Score</u>
1.	Understanding of the City's Needs	25	20
2.	Overall Ability to Execute Services	15	10
3.	Experience and qualifications; no conflicts	25	20
4.	Past performance and references	10	8
5.	Location of Firm and Staff Assigned to this Project	25	15

Total Score

73

Additional Notes:

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RFQ24-026 Professional Engineering Services/City Engineer Firm Interview  
Forefront Architecture & Engineering  
October 3, 2024  
3:30 p.m., City Manager's Conference Room  
Scoring Matrix  
Robert Rivera, Public Works Director

	<u>Criteria</u>	<u>Point Value</u>	<u>Score</u>
1.	Understanding of the City's Needs	25	23
2.	Overall Ability to Execute Services	15	13
3.	Experience and qualifications; no conflicts	25	22
4.	Past performance and references	10	8
5.	Location of Firm and Staff Assigned to this Project	25	23
		<b><u>Total Score</u></b>	<b>89</b>

Additional Notes:

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**CITY OF NEW PORT RICHEY, FLORIDA**  
**CITY ENGINEER AGREEMENT**

THIS AGREEMENT is hereby executed this \_\_\_ day of December 2024, between the CITY OF NEW PORT RICHEY, FLORIDA (hereinafter "CITY") and COLLIERS ENGINEERING & DESIGN, INCORPORATED (hereinafter "ENGINEER"), as follows:

WHEREAS, CITY is desirous of purchasing from ENGINEER the services described in this agreement; and

WHEREAS, ENGINEER is in the business of and qualified for providing the services described herein, and has submitted an appropriate proposal to the CITY to provide the same; and

WHEREAS, this agreement has been properly approved by the appropriate authority of the CITY and the ENGINEER.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

**ARTICLE 1 - BASIC SERVICES**

1.1 ENGINEER shall provide professional engineering services to serve as Professional Engineer Services/City Engineer for CITY, as provided in this Agreement. ENGINEER shall be required to fulfill the duties of the position as set forth in the City Code of CITY and to perform other duties as directed by CITY. In addition to providing the services as described in Section 3.02.02 of the City Code, ENGINEER shall provide other services as provided in this Agreement. Such services are for the purpose of illustration only and services may not be limited to the items listed here.

1.2 The term of this Agreement shall be from January 1, 2025 through December 31, 2025.

1.3 ENGINEER shall provide CITY the Advisory Services described in this section, from time to time as requested by CITY.

1.3.1 ENGINEER shall advise CITY officials, employees, and agents through telephone conferences, meetings, and correspondence.

1.3.2 ENGINEER shall furnish advice and consultation on the operation and maintenance of CITY's water distribution system, wastewater collection and treatment system, stormwater drainage system and transportation system, under the direction of CITY and its Public Works Department.

1.3.3 ENGINEER shall review project plans and proposals by private parties, for compliance with Florida Statutes, CITY Code, Land Development Regulations, and other applicable requirements, and meet with residents, contractors, developers, and engineers, as necessary.

1.3.4 ENGINEER shall conduct site inspections for conformance with approved plans, or consultation about construction, as-needed.

1.3.5 ENGINEER shall participate as a member of the Development Review Committee (DRC), under the direction of the Development Department, and shall review site plans and furnish comments in advance of the DRC meetings and assist applicants in understanding the City Code requirements. DRC meetings are held once each week. ENGINEER shall also attend monthly meetings of the Land Development Review Board (LDRB) as needed.

1.3.6 ENGINEER shall prepare preliminary engineering analysis, cost estimates and feasibility studies for various Public Works improvements. ENGINEER shall prepare detailed plans, specifications, bid and contract documents for Public Works construction projects. In addition, ENGINEER shall prepare a final cost estimate, required applications of approval of the construction by other governmental agencies, and assist CITY in negotiating the acquisition of any necessary right-of-way or easement.

1.3.7 ENGINEER shall assist CITY in the review of bids submitted for construction, in the selection of qualified contractors and in the inspection of construction work. ENGINEER shall provide general supervision of the contractor for Public Works construction projects.

## **ARTICLE 2 - ADDITIONAL SERVICES**

2.1 Other services may be required by CITY and shall be provided by ENGINEER as an Individual Project Supplement and attached hereto.

## **ARTICLE 3 - CITY'S RESPONSIBILITIES**

3.1 CITY shall perform the tasks identified in this section as necessary to assist ENGINEER in the performance of this Agreement.

3.1.1 CITY shall designate in writing a person to act as CITY's representative with respect to the various services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define CITY's policies and decisions with respect to ENGINEER's services for the Project.

3.1.2 CITY shall provide all criteria and information as to CITY's requirements for any Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CITY shall furnish copies of all design and construction standards which CITY will require to be included in any Project.

3.1.3 CITY shall provide ENGINEER all available pertinent information including previous reports and any other data relative to design or construction of any Project, to the extent available to CITY.

3.1.4 CITY, to the extent the same are reasonably available to CITY, shall furnish to ENGINEER, as required for performance of ENGINEER's Basic Services, the following, all of which ENGINEER may use and rely upon in performing services under this Agreement:

3.1.4.1 Data prepared by or services of others, including without limitation borings, probing and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; including appropriate professional interpretations;

3.1.4.2 Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the site, and adjacent areas;

3.1.4.3 Property, boundary, easement, right-of-way, topographic and utility surveys;

3.1.4.4 Property descriptions;

3.1.4.5 Zoning, deed, and other land use restrictions;

3.1.4.6 Other special data or consultations not covered under Basic Services and Additional Services.

3.1.5 CITY shall provide engineering surveys to establish reference points for construction to enable contractor to proceed with the layout of the work.

3.1.6 CITY shall arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

3.1.7 CITY shall examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, financial/municipal advisor, and other engineers as CITY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.1.8 CITY shall furnish approvals and permits from all governmental authorities having jurisdiction over any Project and such approvals and consents from others as may be necessary for completion of the Project.

#### **ARTICLE 4 - COMPENSATION AND PAYMENTS**

4.1 CITY shall pay ENGINEER for Basic Services, except for services of ENGINEER's Resident Project Representative and Post-Construction Phase services, if any, as follows:

4.1.1 An amount equal to the cumulative hours charged to each Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and charges of ENGINEER's independent professional associates and sub-engineers, if any;

4.1.2 ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates Schedule are attached to this Agreement and incorporated herein as Appendix 1 and 2, respectively;

4.1.3 Total billings by ENGINEER for basic services during the service period shall not exceed Sixty Thousand and 00/100 Dollars (\$60,000.00) for Advisory Services without the express written authorization of CITY.

4.2 CITY shall pay ENGINEER for Additional Services of ENGINEER's employees engaged directly on each Project pursuant hereto (except for services as an engineer or witness), an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and charges of ENGINEER's independent professional associates and sub-



engineers, if any.

4.3 CITY shall pay ENGINEER for all Reimbursable Expenses incurred in connection with services rendered, as follows:

4.3.1 For Internal Reimbursable Expenses, an amount equal to the Project-related internal Reimbursable Expenses actually incurred or allocated by ENGINEER based on the rates set forth in Appendix 1 attached hereto and incorporated herein;

4.3.2 For External Reimbursable Expenses, an amount equal to invoiced external Reimbursable Expenses allocable to each Project multiplied by a factor of 1.15.

4.3.3 Reimbursable Expenses mean the actual expenses incurred by ENGINEER, directly or indirectly in connection with each Project, such as expenses for: transportation to locations outside the City when required for a Project; obtaining bids or proposals from Contractor(s); survey and testing instruments, and other highly specialized equipment; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related materials.

4.4 Whenever ENGINEER is entitled to compensation for the charges of ENGINEER's independent professional associates and sub-engineers, such charges shall be the amounts billed to ENGINEER times a factor of 1.15.

4.5 The factors for external Reimbursable Expenses and ENGINEER's independent professional associates and sub-engineers include ENGINEER's overhead and profit associated with ENGINEER's responsibility for the administration of such services and costs.

4.6 ENGINEER's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to ENGINEER under this Agreement. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that a compensation amount thus estimated will be exceeded, ENGINEER shall give CITY written notice thereof. Promptly thereafter CITY and ENGINEER shall review the matter of services remaining to be performed and compensation for such services. CITY shall either agree to such compensation exceeding said estimated amount or CITY and ENGINEER shall agree to a reduction in the remaining services to be rendered by ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed. If ENGINEER exceeds the estimated amount before CITY and ENGINEER have agreed to an increase in the compensation due ENGINEER or a reduction in the remaining services, the ENGINEER shall be paid for all services rendered hereunder.

4.7 Records pertinent to ENGINEER'S compensation shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER'S charges and upon CITY's timely request, ENGINEER shall make copies of such records available to CITY at ENGINEER'S cost.

4.8 Payments to ENGINEER shall be made in accordance with this section.

4.8.1 ENGINEER shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. CITY shall make prompt monthly payments in response to ENGINEER'S invoices.

4.8.2 If CITY fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER'S invoices, ENGINEER may, after giving seven days' written notice to CITY, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services and expenses.

4.8.3 In the event of termination by CITY, ENGINEER shall be entitled to invoice CITY and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

4.8.4 The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the compensation as determined above.

4.8.5 No deductions or offsets shall be made from ENGINEER'S compensation or expenses on account of any setoffs or back charges.

## **ARTICLE 5 - MISCELLANEOUS PROVISIONS**

5.1 In consideration of the payment of fifty thousand dollars as part of the above compensation, as authorized in Section 725.06 Florida Statutes, the ENGINEER shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the ENGINEER and other persons employed or utilized by the ENGINEER in the performance of the contract.

Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability to which CITY may be entitled under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. All obligations set forth in this Section shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

5.2 This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. ENGINEER shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of CITY.

5.3 This document embodies the entire agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all parties. This agreement shall be construed according to the laws of Florida, and venue for any action arising here from shall be in Pasco County, Florida.

5.4 Any notices provided hereunder shall be sent to the parties at the following addresses and shall be considered properly delivered when placed in the U.S. mail, postage prepaid, certified return receipt requested:

As to ENGINEER:

Paul M. Sterbenz, PE  
Colliers Engineering & Design, Inc  
5471 W. Waters Ave. Suite 100  
Tampa, FL 33632

As to CITY:

Debbie L. Manns, City Manager  
City of New Port Richey  
5919 Main Street  
New Port Richey, Florida 34652

5.5 ENGINEER shall maintain all documents related to this Agreement for such periods of time required by the Florida Public Records Act (Chapter 119, Florida Statutes). Upon request from CITY's custodian of public records, ENGINEER shall provide CITY a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Florida Public Records Act or as otherwise provided by law. ENGINEER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if ENGINEER does not transfer the records to CITY. Upon completion of this Agreement, ENGINEER shall transfer, at no cost to CITY, all public records in possession of ENGINEER or keep and maintain public records required by CITY to perform the services provided in this Agreement. If ENGINEER transfers all public records to CITY upon completion of this Agreement, ENGINEER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ENGINEER keeps and maintains public records upon completion of this Agreement, ENGINEER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 853-1021, MANNSD@CITYOFNEWPORT RICHEY.ORG AND 5919 MAIN STREET, NEW PORT RICHEY, FLORIDA 34652.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Colliers Engineering & Design, INC.

CITY OF NEW PORT RICHEY, FLORIDA

BY: *Paul M. Sterbenz*

BY: \_\_\_\_\_  
DEBBIE L. MANNs, as CITY MANAGER

Paul M. Sterbenz, Sr. Principal  
Name, Title (Printed)

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
TIMOTHY P. DRISCOLL  
CITY ATTORNEY

\_\_\_\_\_  
JUDY MEYERS, CMC  
CITY CLERK

**APPENDIX 1- REIMBURSIBLE EXPENSE SCHEDULE**

The following are the rates for expenses on or after the date of the Agreement:

Scout VCU	\$135.00	Day
Traffic Counter	\$72.75	Day

## APPENDIX 2- STANDARD HOURLY RATES SCHEDULE

Hourly rates for services performed on or after the date of the Agreement are:

<u>Billing Class</u>	<u>Hourly Rate</u>
Principal Engineer	\$310.00
Sr. Professional Engineer	\$220.00
Professional Engineer	\$200.00
Project Engineer (EI)	\$175.00
Sr. Landscape Architecture	\$200.00
Landscape Designer	\$130.00
Project Scientist	\$130.00
Sr. Surveyor (PSM)	\$215.00
Project Surveyor (PSM)	\$195.00
2-man Survey Crew	\$220.00
3-man Survey Crew	\$295.00
Sr. Designer	\$150.00
Designer	\$130.00
Sr. Field Representative	\$165.00
Field Representative	\$140.00
Field Team Leader	\$130.00
Field Technician	\$120.00
Administrative	\$ 110.00

**Designating Team (Level B) - Daily Rate: \$1,900.00 per day.**

This is a process of inducing a signal through a transmitter that is directly coupled to a metallic underground utility, a receiver is used to detect the transmitted signal to give a horizontal location of that utility. The path of the utility will be painted and flagged on the ground surface above the utility using the APWA color code standards. The technician will measure the location from a known feature and record information in the field book or GPS. The designating crew will have special tools and equipment on their trucks to perform designating of all known underground utilities except for MOT lane closure equipment, manhole entry equipment. An on-site supervisor will be required throughout the performance of the task and will be billed as an hourly Team Leader. Mileage to and from job sites will be billed as an expense on a per mile basis governed by current IRS reimbursable rates.

**Vacuum Excavation Team (Level A) - Daily Rate: \$2,600.00 per day.**

This is a non-destructive process of exposing underground utilities by using air and vacuum, once the utility is exposed a reference point is set directly above the utility so a measured depth can be taken from the reference point to the top of utility. A size, type, and material will also be recorded at the time of excavation. This pay item includes setup, vacuum truck technician time, and restoration of the excavation site. Depending on ground conditions the vacuum excavation may reach a depth up to 9feet. An on-site supervisor will be required throughout the performance of the task and will be billed as an hourly Team Leader. There will be no mobilization cost for job located in Pasco Counties Mileage to and from job sites will be billed as an expense on a per mile basis governed by current IRS reimbursable rates.

Ground Penetrating Radar (GPR) Team - Daily Rate: \$2,200.00 per day or \$1,100.00 per half day. This pay item includes all travel to and from the job site, setup, GPR equipment truck, technician time, electronic designation of the excavation site (limited to 50 LF). A full workday consists of 8 hours. A half day consists of 4 hours maximum. An on-site supervisor will be required throughout the performance of the task and will be billed as an hourly Team Leader. Mileage to and from job sites will be billed as an expense on a per mile basis governed by current IRS reimbursable rates.



# NEW PORT RICHEY

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

**TO:** City of New Port Richey City Council  
**FROM:** Arnie Wetzel, Director of Human Resources  
**DATE:** 12/3/2024  
**RE:** Ratification of PBA Union Contract

## REQUEST:

The request before you this evening is for City Council to vote affirmatively in favor of ratifying the proposed collective bargaining agreement between the City of New Port Richey and the West Central Florida Police Benevolent Association (PBA) for the period spanning from October 1, 2024 through September 30, 2027.

## DISCUSSION:

After several months of respectful discussions and meetings with members of the PBA's Negotiating Team, Staff is pleased to present to you a proposed final agreement with respect to the collective bargaining agreement for the term as indicated above.

Below is a brief summary of the terms and conditions that have been agreed upon by the Union and the City's negotiating teams. They are as follows:

### Language:

There is clean-up and updating of language throughout the agreement where such language was either outdated, listed in the wrong article or no longer relevant to current practice.

### PBA Representatives:

Agreed to recognize and increase the number of Union alternative representatives from 1 to 2.

### Grievance Procedure:

Provide consistent language and increase the number of days in which to respond to a grievance at each step by 5 days. The response time will now be 15 days.

An Arbitrator will be limited to considering only those issues and articles allegedly violated that are presented at Step 2.

### Pay Provisions (Wages):

#### Step Plan

The Step Plan for each classification has been modified and changed. In addition, the new Step Plan will allow for movement each year between steps rather than every two years under the previous plan. The new Step Plan for each classification will be as follows:

- Dispatcher-13 Step Plan with annual movement between steps based on anniversary date.
- Officer-14 Step Plan with annual movement between steps based on anniversary date.
- Corporal-8 Step Plan with annual movement between steps based on promotional anniversary date.
- Sergeant-8 Step Plan with annual movement between steps based on promotional anniversary date.

The base starting salary for each classification was increased to make the City of New Port Richey more competitive with surrounding municipalities and agencies. The increase to the base starting salary should assist with both the recruitment and retention of staff.

#### Slotting

Agreed to a slotting process for Existing Bargaining Unit Members only that were employed as of October 1, 2024. The slotting process will place a member by classification at the appropriate step on the modified Step Plan in the proposed agreement. A member will be given proportional credit for both current and previous experience as a sworn law enforcement officer in the State of Florida, outside the State of Florida, and/or for the United States Government. A

maximum of four (4) steps can be credited for previous experience.

**Rehires**

If a bargaining unit member separates from the City, they must return within one (1) year in order to be placed at the step at which they left the City.

**Shift Differential**

Increased the shift differential from \$.50/hr. to \$1.00/hr. for hours actually worked between 1900 and 0700.

**Future Wages**

For Fiscal Year 2025-2026, increases to wages within each Step Plan, if any, will be established through reopener negotiations.

For Fiscal Year 2026-2027, increases to wages within each Step Plan, if any, will be established through reopener negotiations.

**Seniority, Layoff and Recall:**

- **Probationary Period**

The Probationary period can be extended for a period up to six (6) months at the discretion of the Police Chief upon written notice.

**Miscellaneous:**

- **Reimbursement for Loss or Damage of Personal Property**

Agreed to increase the reimbursement for the loss or damage of personal property from \$110 to \$300 per incident. In addition, the City Manager may authorize an additional reimbursement payment not to exceed \$300 at the request of the Police Chief.

**Pension:**

**DROP**

Agreed to extend the Deferred Retirement Option Plan (DROP) that a member can elect to participate in to 96 months.

**RECOMMENDATION:**

The recommendation from Staff is for City Council to vote in favor of the terms and conditions as identified in the proposed Labor Agreement with the PBA.

**BUDGET/FISCAL IMPACT:**

The financial impact, including any additional costs associated with the salary increases contained in this Agreement, have already been included and accounted for in the 2024-2025 General Fund Budget. The City planned and budgeted for a 5% salary increase, inclusive of related costs, for both Regular and Union employees in FY 2024-2025.

**ATTACHMENTS:**

Description	Type
☐ PBA Union Agreement 2024-2027	Backup Material



# **Collective Bargaining Agreement**

*Between*

## **West Central Florida Police Benevolent Association**

A Chapter of the  
Florida Police Benevolent Association



*and the*

## **City of New Port Richey Police Department**



**October 1, 2024 thru September 30, 2027**

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## **ARTICLE 1: PREAMBLE**

Section 1. This Agreement is entered into by and between, the City of New Port Richey, a municipality in the State of Florida, hereinafter called the “Employer” and the West Central Florida Police Benevolent Association, hereinafter referred to as the “PBA”. This labor agreement is applicable for employees as defined in Certification Number 583 issued to the West Central Florida Police Benevolent Association in accordance with the certification granted by the Public Employees Relations Commission on June 25, 1982.

Section 2. It is the intent and purpose of this agreement to promote and maintain harmonious and cooperative relationships between the employer and employees, both individually and collectively, and the PBA; to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this agreement; and to set forth herein the basic and entire agreement between the parties in the determination of wages, hours and the terms and conditions of employment.

Section 3. The parties recognize that the best interest of the community will be served by assuring the public, at all times, of orderly and uninterrupted operations and functions of the municipal government, and by providing in the most efficient manner, public service to the citizens of the community.

## **ARTICLE 2: RECOGNITION**

Section 1. The Employer hereby recognizes the PBA as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all employees in the certified bargaining unit.

Section 2. The bargaining unit for which this recognition is accorded is as defined in the certification granted by the Public Employees Relations Commission on June 25, 1982, comprised of all full-time employees within the City of New Port Richey Police Department employed in positions as follows: Police Sergeants, Patrol Officers, Detectives, Corporals, and Dispatchers.

All other employees in other ranks within the police department and all other positions within the City of New Port Richey are excluded from this bargaining unit.

Section 3. The West Central Florida PBA hereby recognizes the City Manager or his representative as the public employer's representative for the purpose of collective bargaining.

### **ARTICLE 3: PBA REPRESENTATIVE**

Section 1. The Employer will recognize one (1) PBA representative and two (2) alternates appointed by the elected representative, whose duties shall be to process grievances on behalf of members of the bargaining unit who request such representation. The PBA representative shall be granted time off with pay for the purpose of negotiations during his regularly scheduled shift for the day pursuant to Section 2. In no situation shall the time off from duty result in the computation of or the payment of overtime.

Section 2. Time off the job with pay to process grievances shall be granted by the Chief of Police or his designee at his discretion. The granting of such time off shall never result in the payment of overtime.

Section 3. City work hours shall not be used by employees or the PBA representatives for the conduct of Union organized meeting or other types of Union business not expressly authorized by this Agreement.

Section 4. Solicitation of any and all kinds by the PBA including solicitation of membership, grievances, political activities, and the collection of PBA monies shall not be engaged in during working hours in work areas of the New Port Richey Police Department.

Section 5. Any time off for employees and access to the New Port Richey Police Department administration building by PBA representatives who are not employees shall be required to have the prior approval of the Chief of Police or his designee.

Section 6. All union business, with the exception of authorized grievance or discipline representation, is to be conducted off City property.

## **ARTICLE 4: MANAGEMENT'S RIGHTS**

Section 1. Except as specifically and expressly abridged limited or modified by the written terms of this agreement, all of the rights, powers and authority previously possessed or enjoyed by the City of New Port Richey prior to this agreement are retained by the City, and may be exercised without prior notice to or consultation with the PBA.

Section 2. Nothing in this agreement shall be construed so as to limit or impair the right of the City to exercise its sole and exclusive discretion on all of the following matters, providing such exercise is not inconsistent with the express terms of this agreement:

- A. To manage the Police Department and exercise sole and exclusive control and absolute discretion over the organization and the operations thereof.
- B. To determine the purpose and functions of the Police Department and its constituent divisions, bureaus, and units.
- C. To perform those duties and exercise those responsibilities which are assigned to the City by Federal and State Law, City ordinance or by City regulation.
- D. To determine and adopt such policies and programs, standards, rules and regulations as are deemed by the City to be necessary for the operation and/or improvement of the Police Department, and to select manage and direct management, administrative, supervisory and other personnel.
- E. To alter or vary past practices and otherwise to take such measures as the City may determine to be necessary to maintain order and efficiency relative to both the work force and the operations/services to be rendered thereby, provided that such exercise is consistent with the express terms of this agreement.
- F. To set the methods means of operations and standards of services to be offered by the Police Department and to contract such operations/services to the extent deemed practical and feasible by the City in its sole discretion.
- G. To determine and re-determine job content, workload and workforce size.
- H. To decide the number, location, design, and maintenance of the Police Department's facilities, supplies and equipment. To relocate, remodel or otherwise revise operations and facilities as may be deemed necessary to the City.
- I. To determine the qualifications of all employees of the Police Department. To select, examine, hire, classify, train, lay off, assign, schedule, retain, transfer, promote, direct and manage all employees of the Police Department.
- J. To select supervisory and managerial personnel from the working forces strictly on the basis of management's determination of individual ability based on competitive examination, performance evaluation, seniority, special skills, classifications, and other job-related

elements at the discretion of the City.

K. To discharge, demote or suspend any employee of the Police Department, and to take other disciplinary action against such employees, or to relieve such employees from duty for just cause.

L. To increase, reduce, change, modify or alter the size and composition of the work force.

M. To establish, change or modify the number, types and grades of positions/employees assigned to a division, bureau, unit or project of the Police Department.

N. To determine the extent of its operations. To determine when any part of the complete operation shall function or be halted and to determine when, where and to what extent operations/services shall be increased or decreased.

O. To establish, change or modify employee duties, tasks, responsibilities or requirements.

P. To make, issue, publish, modify and enforce policies, procedures, rules and regulations as the City may from time to time deem appropriate.

All other rights to manage the Police Department and the operations, functions and purposes thereof, which are not recited in or expressly limited by this agreement, are reserved exclusively to the City.

Section 3. The City Council has sole authority to determine and re-determine the purpose and mission of the Police Department.

Section 4. If, in the sole discretion of the City Manager, it is determined that civil emergency conditions exist, including but not limited to; riots, civil disorders, hurricane/tornado conditions, epidemics, public employee strikes or other similar catastrophes, any and all provisions of this Agreement may be suspended by the City during the time of the declared emergency, with the exception of pay scales and benefits.

Section 5. The City has the sole, exclusive right to direct the managerial, supervisory and administrative personnel, and any other person not covered by this Agreement, to perform any task in connection with the operation of the Police Department, whether or not normally performed by the employees within the bargaining unit.

Section 6. The selection process and assignment of supervisory and managerial personnel are the sole responsibility of management and shall not be subject to the grievance and arbitration procedures provided in this agreement.

Section 7. The PBA recognizes that the City and the Police Department have certain obligations to comply with Federal, State and local laws, ordinances, regulations, directives and guidelines

which may be applicable to such matters as affirmative action, equal employment opportunity, etc., and shall cooperate in such compliance. Such matters shall not be subject to the grievance and arbitration procedures provided in this agreement.

Section 8. The City shall have the right, during the term of this Agreement, to terminate selected services/operations permanently. In such event, all obligations hereunder to its affected employees and to the PBA shall forthwith terminate. The City shall also have the right, from time to time during this agreement, to suspend selected services / operations in whole or in part, and during the period of such suspension this agreement shall also be suspended without liability in respect to either the PBA or the employees involved.

Section 9. The City hereby retains and reserves all rights, powers, duties, authority and responsibility conferred upon and vested in it by the laws and constitutions of the State of Florida and the United States as well as the Charter of the City of New Port Richey.

Section 10. Except as otherwise expressly provided in this Agreement, any written rule, regulation, policy or procedure affecting those employees of the bargaining unit in effect prior to, as well as those issued after, the effective date of this Agreement, shall remain and be in full force and effect unless changed, modified or deleted by the City. The Police Chief or his designee shall notify the PBA Representative of the change prior to implementation. Final authority to change, modify or delete any rule or regulation rests with the City.

Section 11. It is expressly understood by and between the parties to this agreement that the City shall not be deemed to have waived or modified any of the rights reserved to the City under this Article by not exercising said rights either in a particular matter or in a particular manner.

Section 12. Nothing contained in this agreement shall abrogate the rights, duties and responsibilities of the City Manager, as provided by law.

Section 13. Nothing in this agreement shall limit the City in the exercise of its managerial functions. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives of management not specifically enumerated. The City can exercise only those managerial functions that do not violate or abridge this agreement.

Section 14. The exercise of the above enumerated managerial rights, except as otherwise provided herein, shall not preclude an aggrieved from filing a grievance, but such grievance can be filed only on the grounds that the action complained of by him is in violation of the express written terms of this agreement.

Section 15. In the exercise of the above enumerated rights the City recognizes its obligations to bargain if the law requires over such rights or decisions that alter, modify or impact on hours, wages and terms and conditions of employment of bargaining unit employees. Nothing contained in this section shall prevent the City from implementing the proposed right or decision, but any settlement, agreement or legislative imposition finally reached as a result of negotiations shall be retroactive to the date of implementation.



## **ARTICLE 5: NO STRIKE PROVISION**

Section 1. The parties hereby recognize the provisions of Chapter 447 of the Florida Statutes. There will be no strikes, work stoppage, picketing in furtherance of a work stoppage, slowdowns, boycotts, or failure or refusal to perform assigned work by the employees or the Union, and there will be no lockouts by the City for the duration of this Agreement. The Union supports the City fully in maintaining normal operations. Any employee who participates in or promotes a strike, work stoppage, picketing in furtherance of a work stoppage, slowdown, boycott, or failure or refusal to perform assigned work shall be subject to disciplinary action, up to and including termination of employment.

Section 2. The Union agrees that in any event of any strike, work stoppage, picketing in furtherance of a work stoppage, or interference with the operation of the City, the Union officers of the PBA and the local shall promptly and publicly disavow such strike and work stoppage and order the employees engaged in such activity to return to work.

## **ARTICLE 6: NON-DISCRIMINATION**

Section 1. The right of the employees of this bargaining unit to belong to, participate in or refrain from belonging to the PBA shall not be prohibited, abridged, or interfered with.

Section 2. The West Central Florida PBA as the certified representative of all employees covered by this collective bargaining agreement shall not discriminate with regard to representation of any employee in this bargaining unit and will accept members to its organization without regard to race, color, creed, sex, age, physical handicap, national origin, marital status or political affiliation.

Section 3. The City and the PBA specifically agree that the provisions of this agreement shall be equally applicable to all employees covered herein without regard to race, color, religion, creed, sex, national origin, membership or non-membership in a labor organization or age, as provided by law.

## **ARTICLE 7: PBA BUSINESS**

Section 1. The PBA shall notify the employer in writing of the names of its official bargaining unit representatives.

Section 2. Neither PBA representatives nor any bargaining unit employees shall leave their posts or work stations for the purpose of investigation, presenting, handling or settling grievances without the permission of the Chief of Police or his designee. PBA representatives (meaning both employee and non-employee) shall not contact any employee or other person concerning grievance matters or any other PBA business during either the working hours of any employee sought to be contacted without the permission of the Chief of Police or his designee of the employees involved. Said permission shall not be unreasonably denied.

Section 3. Copies of any Police Department General Orders and operating procedures affecting employees covered by this agreement shall be made available to the PBA when issued for information purposes.

Section 4. The City shall prepare and provide the PBA with a seniority list for this bargaining unit on an annual basis during the month of October. This list shall be deemed correct unless an objection is raised by the PBA or by a bargaining unit employee within thirty (30) calendar days after receipt. The PBA agrees to pay for the preparation, publication and issuance of the seniority list at a flat rate of Five (5) Dollars at the time of issuance. The seniority list shall reflect the employees' name, identification number, classification, salary, employment date, and classification date. The PBA agrees to pay for the preparation, publication and issuance of any additional seniority lists at a flat rate of fifteen (15) dollars each at the time of issuance.

## **ARTICLE 8: BULLETIN BOARD**

Section 1. The employer agrees to provide space for one PBA Bulletin Board, the location of which shall be selected within thirty (30) calendar days of the implementation of this agreement. The location shall be determined by the Chief of Police or his designee in consultation with the PBA representative.

Section 2: The bulletin board will not exceed approximately 4' x 3' in size at the location as determined in Section 1 of this Article.

Section 3. Subject to the approval (non-grievable) of the Chief of Police, the PBA may post material on the bulletin board.

Section 4. All notices posted shall be signed by a PBA officially recognized representative and the PBA shall be responsible for all Union related material posted. All costs incident to preparing and posting of Union materials will be borne by the PBA and further, the PBA shall be responsible for maintaining the Union bulletin board in an orderly and neat condition.

Section 5. Duplicate copies of all notices posted shall be submitted to the Chief of Police or his designee for approval prior to posting.

Section 6. Under no circumstances shall the PBA post any material which might be interpreted as political in nature, denunciatory or inflammatory, or not in good taste. No material shall be posted which is derogatory of any person or organization, or which constitutes election campaign material for or against any person, organization, or fraction thereof, except that election material relating to internal West Central Florida PBA elections may be posted on the PBA authorized bulletin board.

Section 7. The PBA shall be held responsible and accountable that all notices be kept current, businesslike and non-accusatory.

Section 8. Under no circumstances shall the PBA tender for posting any notice containing material which might be interpreted as political in nature, or which tends to disparage or interfere with any elected or appointed officials or employees of a City.

Section 9. Any material found on the PBA bulletin board not on file and previously approved by the Chief of Police or in violation of any sections of the Article shall be promptly removed by the Chief of Police or his designee.

## ARTICLE 9: PERSONNEL RECORDS

Section 1. Employees covered by this agreement shall have, upon reasonable request, the right to inspect their official personnel record, which shall be maintained in the office of the Personnel Administrator and the Personnel file on employees maintained by the Chief of Police. Employees shall have the right to have duplicate copies made of the personnel file for their use at the expense of the employee.

Section 2. Employees shall have the right within fifteen (15) calendar days of notification or knowledge, to add to their official personnel record written refutation of derogatory performance evaluations and citizen complaints. This right of refutation is in consideration that grievances are prohibited against performance evaluations. The Police Department and the PBA shall discuss the evaluation process and establish guidelines for the raters' use in preparing performance evaluations through the labor management committee.

Section 3. Written reprimands and letters of counseling shall be clearly stamped "not for use in determining more severe penalty" provided that a period of two years has elapsed. Suspensions shall be stamped in the same manner after a period of three years has elapsed. Suspensions and employee evaluations shall be a permanent portion of the employee's official personnel record.

Section 4. Letters of complaint where there is a finding by the Chief of Police or his designee that the complaint is false or unfounded shall be clearly and boldly marked as **FALSE** or **UNFOUNDED** and signed or initialed by the Chief of Police or his designee.

## **ARTICLE 10: INTERNAL INVESTIGATIONS**

Section 1. The Employer agrees to comply with the provisions of Florida Statute, Chapter 112.532, 112.533, 112.534 and 112.536, known as the "Law Enforcement Officers' Bill of Rights."

Section 2. The employee involved shall be given an exact copy of any written statement he/she may execute.

Section 3. Employees within this bargaining unit shall not be required to take a polygraph examination during an internal affairs investigation.

Section 4. Employees relieved from duty for alleged violations of the law or any City or departmental rules may remain on full salary and allowances depending upon the seriousness of the charge(s) at the absolute discretion of the city until such time as the charges have been investigated by the Chief of Police or his designee.

Section 5. When an investigation covered by Section 1 of this Article is completed, the files shall reflect one (1) of the following as the case disposition:

- A. Unfounded
- B. Exonerated
- C. Not Sustained
- D. Sustained

The files referred to in this section are the I. A. files which shall be maintained as a separate file in the office of the Chief of Police where he may designate.

Section 6. If requested by the employee, members of the bargaining unit shall have the right to have a Representative of his/her choice in any matter in which the employee reasonably believes could be disciplinary in nature or could possibly become disciplinary in nature, including preliminary interviews or during an actual I. A. investigation in accordance with the provisions of Florida Statute 112.532, 112.533, 112.534 and 112.536. Routine work discussions between supervisor and employee do not fall under this section.

Section 7. Members of the bargaining unit shall cooperate with the Department's internal investigations, as set forth in the Department's Policies and Procedures and in accordance with law. Bargaining unit members shall submit all necessary reports on time and in accordance with established Departmental procedures. Reports, written or oral, shall be truthful and complete and member shall not knowingly enter or cause to be entered any inaccurate, false or improper information.

## ARTICLE 11: GRIEVANCE PROCEDURE

Purpose: The purpose of this article is to establish a procedure for the fair, expeditious and orderly adjustment of grievances and is to be used only for the settlement of disputes between employer and employee, or group of employees, involving the interpretation or application of a specific clause of this collective bargaining agreement. A career service employee shall have the option of utilizing the City Grievance and Appeal Procedure or the grievance procedure established under this article, but such employee cannot use both a City Grievance and Appeal Procedure and a negotiated grievance procedure.

An employee covered by this Agreement shall have the right to be represented, or refrain from exercising the right to be represented in the determination of grievances arising under the terms and conditions of employment covered by this agreement. Nothing in this section shall be construed to prevent any employee from presenting, at any time, his own grievances, and having such grievances adjusted without the intervention of the bargaining agent.

### Section 1. Definitions

A. A “grievance” shall be defined as any dispute involving the interpretation, application or alleged violation of a specific clause or provision of this agreement. No other matter shall be considered a grievance or shall be the subject of arbitration.

B. The PBA shall have the right to file grievances in the third step of the grievance procedure in any non-disciplinary matter involving the interpretation or application of this agreement on behalf of a permanent employee provided however that this right shall be strictly limited to those matters where the PBA can factually demonstrate:

1. That the matter is covered by a provision of the agreement, and,
2. That the matter involves the interpretation or application of that provision, and,
3. The grievance does not seek to add to or subtract from any provision of the agreement, and
4. The subject matter of the grievance is general in nature having application to a majority of the members of the bargaining unit.

C. The term “employee” means any individual within the bargaining unit covered by this agreement.

D. The term “day” when used in this procedure, shall mean calendar days Monday through Friday, exclusive of holidays and weekends.

E. A “grievant” is an employee covered by this agreement.

### Section 2. Grievance Procedure

Step 1. The aggrieved employee may, with or without PBA representation, submit a written grievance to the Chief of Police or his designee within fifteen (15) days after the occurrence of the matter from which the dispute arose. The written grievance at this step, and at all steps thereafter, shall contain the following information:

- a. A statement of the grievance including date of the grievance, date of occurrence, and details, and facts upon which the grievance is based.
- b. The specific article and section of the labor agreement alleged to have been violated.
- c. The action, remedy or solution requested by the employee.
- d. Signature of aggrieved employee, and PBA representative if applicable.
- e. Date submitted.

Grievances submitted which do not contain the above information shall be considered inappropriate and shall be returned to the employee who will have three (3) calendar days to resubmit.

The Police Chief or his designee shall hold a meeting within ten (10) days after receiving the grievance, (with or without PBA representation at the grievant's option) and within ten (10) days after meeting give his answer in writing to the grievant.

Step 2. If the grievance is not resolved at Step 1, the grievant may submit a written appeal to the City Manager within five (5) days after receiving the written answer from the Chief of Police or his designee. The City Manager shall indicate, in writing, the disposition of the grievance to the grievant within ten (10) days from receipt of appeal. The City manager reserves the right to convene a meeting at his discretion, with the grievant and the PBA representative, if applicable, prior to indicating his disposition of the grievance to the grievant. However, in grievances involving suspension or discharge, the City Manager shall convene such a meeting prior to the disposition of the grievance.

Step 3. If the grievance is not resolved by the City Manager's response, then the PBA only may submit the grievance to arbitration.

- a. If the PBA elects to appeal to arbitration, they may do so within fifteen (15) days after the City Manager's response by requesting a sub-regional panel from Florida of proposed arbitrators from FMCS. The Federal Mediation and Conciliation Service shall be used and the arbitration proceedings shall be in accordance with the rules then existing of the FMCS.

- b. The arbitrator shall not have the power to add to, subtract from, modify or alter the



terms of a collective bargaining agreement in arriving at a decision on the issue or issues presented and shall confine his decision solely to the interpretation or application of the agreement. The arbitrator shall not have authority to determine any other issues not submitted to him.

c. The arbitrator shall be required to render his decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the close of the hearing.

d. In case of a grievance involving any continuing or other money claim against the employer, no award shall be made by the arbitrator which shall allow any alleged accruals for more than fourteen (14) calendar days prior to the date when such grievance shall have been submitted in writing.

e. Upon receipt of the arbitrator's award, corrective action, if any, will be implemented as soon as possible, but in any event no later than fifteen (15) days after receipt of the arbitrator's award absent an appeal of the award as provided by law.

f. Either party to this agreement desiring transcripts of the arbitration hearings shall be responsible for the cost of such transcripts, if available.

g. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the PBA and the employer, subject to any limited right of appeal as provided by Chapter 682, Florida Statutes.

h. The arbitrator's fee and expenses shall be borne by the losing party as determined and shall be so stipulated by the arbitrator.

i. The expenses in connection with attendance of participants and witnesses for either side shall be paid by the party producing such participants and witnesses. In the event the witnesses are City employees, and on duty and their testimony is relevant, they shall be relieved from their normal duties for the purpose of their testimony with no loss of pay. At the conclusion of their normal scheduled duty hours, the City will not be liable for the payment of overtime.

j. The expenses in connection with attorney's fees shall be paid by the party employing the attorney.

k. Only those grievances which directly concern or involve the interpretation or application of specific clause or section of this agreement may be submitted to arbitration. In no event shall arbitration be permitted for the following:

The interpretation, application, merits or legality of any state or local law or ordinance, including, specifically, all ordinances adopted by the City Council of the City of New Port Richey.

The merits or legality of any or all of the City's human resources or personnel rules and regulations, and the Police Department's General Orders.

Provided that none of the foregoing shall be construed in such a manner to prohibit the Union or a grievant from arbitrating an alleged contractual violation and nothing herein shall be deemed to be a waiver by the Union or a grievant that the provisions of this contract supersede all of the aforementioned citations except Federal or State law.

1. The Arbitrator shall be limited to considering only those issues and articles allegedly violated that are presented at Step 2 of the grievance process.

### Section 3.

a. The time limits provided in this article shall be strictly observed, unless extended by the City. Failure of the grievant or the PBA, whichever is appropriate, to proceed with the grievance within the time herein provided shall result in dismissal of the grievance and deemed settled based on the last response by management.

b. Failure of the City or its representative to respond within the time provided shall entitle the grievant or the PBA, whichever is appropriate, to proceed to the next step in the grievance procedure provided the grievant or the PBA timely requests advancement to the next step as measured from the date when the City's response was due.

c. All grievances shall be processed during times which do not interfere with, or cause interruption of an employee's work responsibilities.

d. Employees will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this agreement. Compliance with such directives will not in any way prejudice the employee's right to file a grievance within the time limits contained herein nor shall compliance affect the ultimate resolution of the grievance. No employee or group of employees may refuse to follow directions pending the outcome of a grievance.

e. Management grievances, should they occur as a result of official PBA activity or actions, will be submitted directly to the President or his designee of the West Central Florida Police Benevolent Association, Inc., within fifteen (15) days of the date upon which management became aware of the situation prompting the grievance. The PBA President or his designee will provide a written answer within ten (10) days. A management grievance may be pursued to arbitration.

f. Nothing in this article or elsewhere in this agreement shall be construed to permit the PBA to process a grievance on behalf of any employee without his consent, or with respect to any matter which is the subject of a grievance, appeal, administrative action before a governmental board or agency, or Court proceeding, brought by an individual employee or group of employees, or by the PBA. The only exception will be a PBA class action grievance.

g. Each grievance or dispute will be considered separately and submitted separately to an arbitrator.

h. Employees in an initial probationary status are not entitled to file a grievance. The PBA is prohibited from filing a grievance on behalf of an employee on probation. However,

employees on probationary status, with or without PBA assistance, may appeal to the Chief of Police for consideration but are precluded from the arbitration process.

## **ARTICLE 12: SHIFT EXCHANGE AND SUBSTITUTES**

Section 1. Employees covered by this agreement may exchange shifts that would otherwise be on-duty time under the following conditions:

A. That the proper forms are submitted for approval at least twenty-four (24) hours in advance to the employee's immediate supervisor.

B. That the person loaning or substituting for another will be covered by workman's compensation in case of injury while working as a substitute but will not receive pay for the fill-in period.

C. That the exchange of time be limited to one shift per substitute within any 24 hour period.

D. Necessary approvals, as determined by the Chief of Police or his designee, must be obtained prior to the substitution or exchange taking place.

E. If the employee agreeing to exchange or substitute for another is sick for or during the scheduled and approved time exchange, his sick leave account will be -charged. In addition, a doctor's certificate attesting to the fact that he was too ill to work must be provided to the Chief of Police before any sick leave pay is authorized.

F. The employee agreeing to exchange or substitute for another is obligated to remain on duty for the full period of time agreed to. An employee working in an exchange or substitute situation shall not be granted time off during the period of time agreed to.

G. The employee being relieved will not be eligible for workman's compensation for other associated benefits which would ordinarily be connected with an on-duty injury, but will receive his regular salary while off duty. The employee should receive workman's compensation and other benefits while off duty provided that employee is injured while performing what otherwise would be a police function while off duty.

H. Shift or duty time exchanges and substitutions must be paid back within sixty (60) calendar days. Compensating a fellow officer who accepts a trade with anything other than fulfilling the trade by working for that officer is strictly prohibited. Such action will be grounds for discipline up to and including termination.

I. The proper form is hereby authorized for this purpose.

**ARTICLE 13:**  
**VEHICLES, EQUIPMENT & SAFE WORKING CONDITIONS**

Section 1. It shall be the responsibility of the individual employee to check the vehicle and all equipment which has been issued to him to assure it is in safe operating condition prior to use of operation. If an assigned vehicle is damaged and the damage has not been reported, the employee shall submit a written report to supervision.

A. If the supervisor believes that the vehicle or item of equipment is in such an unsafe condition as to be a hazard to the operator or the public, the Municipal Maintenance Department shall be notified for appropriate disposition. The Municipal Maintenance Department shall be the final authority as to inspection and repairs needed to release a vehicle or item of equipment back into service.

Section 2. The City will make every reasonable effort to provide and maintain safe working conditions. To this end, the PBA will cooperate and encourage the employee to work in a safe manner. Also, management will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from management, any employee or the PBA. Within thirty (30) days of receipt, the Police Department shall give a written reply to the employee or the PBA, as the case may be, regarding the disposition of their recommendation.

Section 3. The City will provide proper and necessary safety equipment and devices for employees engaged in work where such special equipment and devices are necessary. Such equipment and devices, where provided, must be used. Failure by employees to utilize provided equipment or devices will be subject to disciplinary action. The City shall determine which equipment will be provided to perform the duties of employees covered under this contract.

Section 4. In the event an employee leaves the employ of the department, he shall return all uniforms and safety equipment to the department.

## ARTICLE 14: PAY PROVISIONS

### Section 1. Step Plan

A. All wage increases, including but not limited to step, merit, and across-the-board increases, are limited to the life of this Agreement and no such increases will be given after expiration of this contract except as established in negotiations for a successor agreement.

B. A fourteen-year step plan is established for the rank of Officer, as reflected in Appendix A. The salary of employees in the bargaining unit shall be adjusted based upon their years of service with the City of New Port Richey in their rank on their anniversary date through the term of this Agreement.

C. An eight-year step plan is established for the rank of Corporal, as reflected in Appendix A. The salary of employees in the bargaining unit shall be adjusted based upon their years of service with the City of New Port Richey in their rank on their promotional anniversary date (date of promotion not the date they completed probation) through the term of this Agreement.

D. An eight-year step plan is established for the rank of Sergeant, as reflected in Appendix A. The salary of employees in the bargaining unit shall be adjusted based upon their years of service with the City of New Port Richey in their rank on their promotional anniversary date (date of promotion, not the date they completed probation) through the term of this Agreement.

### Section 2. Slotting Process (For Existing Bargaining Unit Members Only as of October 1, 2024)

A. Bargaining unit members shall be given credit for each year of service as of October 1, 2024.

B. Bargaining unit members will receive the following credits in addition to the credit listed in (A) above:

a. If a bargaining unit member has previous experience as a sworn law enforcement officer from the State of Florida, they shall receive one step credit for each three (3) years of previous experience with a maximum of four (4) steps.

b. If a bargaining unit member has previous experience as a sworn law enforcement officer from outside the State of Florida, they shall receive one step credit for each four (4) years of previous experience with a maximum of four (4) steps.

c. If a bargaining unit member has previous experience as a sworn law enforcement officer from outside the State of Florida with a department with more than sixty (60) sworn law enforcement officers, they shall receive one step credit for each three (3) years of previous experience with a maximum of four (4) steps.

d. If a bargaining unit member has previous experience as a sworn law enforcement

officer from the United States Federal Government, they shall receive one step credit for each five (5) years of previous experience with a maximum of four (4) steps.

e. Experience listed in a. through c. above shall be combined; however, the total shall not exceed a total of four (4) steps.

C. Re-Hires-If a bargaining unit member separates from the City and returns within twelve (12) months. they shall be placed in the step in which they left from ensuring they will receive the same salary they were earning when they left. In order to advance, they must complete a refresher Field Training Program prior to their anniversary in order to receive a step advancement.

### Section 3. Cleaning Allowance

A. The employer agrees, pursuant to B, C, and D below, for the term of this agreement to continue the current cleaning allowance for those eligible as determined by the Chief of Police.

Dispatchers	\$500
Police Officers	\$500
Detectives	\$500
Corporals	\$500
Sergeants	\$500

B. At such a time the City determines that it would be in the best interest to contract the cleaning of uniforms to an outside cleaning establishment the City reserves the right to do so.

C. There shall be no payment of cleaning allowance to employees upon contracting out. The employer agrees for the term of this agreement, to pro-rate accrued payment for those eligible as determined by the Chief of Police up to the time of contracting out to an outside cleaning establishment.

D. The cleaning allowance shall be paid in two installments for those eligible and authorized. One payment on or about April 15th and one payment on or about September 15th, for each fiscal year ending on September 30th. Probationary employees shall be paid on a pro- rata basis up to the amount accrued from their original date of hire on the above date.

E. The PBA agrees that the employer shall not be required to further bargain over the impact of management decision to contract out the cleaning and maintenance of uniforms.

F. The City agrees that the pick-up and delivery point for cleaning and maintenance will be at the police station.

#### Section 4. Clothing Allowances

A. The employer agrees pursuant to B, C and D below, for the term of this agreement, to continue to make available a clothing allowance for appropriately designated employees after successful completion of their one (1) year probationary period.

B. The amount of the Clothing Allowance shall be up to a maximum of \$500 annually.

C. An employee who is designated as eligible to receive the Clothing Allowance shall be reimbursed up to the maximum amount authorized upon turning in proper receipts for appropriate clothing purchase and signing a certification form stating that all clothing purchased will be appropriate for the purpose of fulfilling their duties as Detectives or such payment shall be forfeited.

D. Upon producing proper receipts for appropriate clothing purchases, an employee may receive a Clothing Allowance reimbursement on or about September 15th for each fiscal year ending September 30th.

#### Section 5. Detective Allowance Pay

Bargaining unit employees who are regularly assigned to the Detective Bureau will receive a stipend of \$3,000 each fiscal year they are regularly assigned to the Detective Bureau on or about September 15th for each fiscal year ending September 30th. This stipend will be prorated for employees serving less than the full year in the Detective Bureau.

#### Section 6. Uniforms and Equipment

The employer agrees to continue the current policies of providing uniforms and equipment.

#### Section 7. Entry Level Salary Arrangement

Management reserves the right to enter into an entry level salary arrangement with any newly hired employee based upon experience or qualifications at a level set by management at its sole discretion.

#### Section 8. Christmas and Holiday Bonus

Members of the bargaining unit are eligible for the same Christmas and holiday bonus offered other employees.

#### Section 9. Field Training Officers

Compensation for Field Training Officers (FTO) - The City is willing to compensate field training officers with a wage adjustment. Bargaining unit members who are assigned as Field Training Officers shall be compensated at the rate of \$24.00 for each Daily Observation Report (DOR) completed. This compensation will apply to bargaining unit members that have



successfully completed the required training, are in good standing with the Department, and designated as an active, full-time FTO by the Chief of Police.

#### Section 10. Traffic Homicide Investigators

Compensation for Traffic Homicide Investigators (THI) - The City is willing to provide compensation to employees trained to serve as traffic homicide investigators. The amount of the compensation will be \$1,040.00 per year. Appointments to the position of Traffic Homicide Investigator are at the sole discretion of the Police Chief.

#### Section 11. Shift Differential

Bargaining unit members shall receive a shift differential of \$1.00 for each hour actually worked between the hours of 1900 and 0700.

## ARTICLE 15: HOLIDAYS

Section 1. The following holidays shall be observed on the City's stipulated day of observance:

- New Years' Day
- Martin Luther King, Jr.'s Birthday
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- Three Floating Holidays
- One Personal Day

Current 84-hour employees will receive an additional four (4) hours of holiday pay for Christmas Eve and New Year's Eve, regardless of whether the employee works the actual day of the holiday(s).

One additional personal leave day will be accrued after 5 years' seniority.

Section 2. Normally when a holiday falls on Saturday, the preceding Friday shall be observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be observed as the official holiday. This rule will normally be followed unless stipulated differently in a City list of observed holiday dates for a specific year.

Section 3. The City Manager shall determine when any department, operation or section or any portion thereof will be closed in observance of the holiday.

Section 4. An employee must be on active pay status for his entire scheduled hours of duty or work his normal schedule of hours, on his regularly scheduled working day immediately prior to a holiday and his regularly scheduled working day immediately following a holiday in order to qualify for holiday pay.

Section 5. Employees who are scheduled and required by their supervisor to work on the day observed as a holiday must work that day to be eligible to earn the holiday. On the day that employee works the holiday the employee will be paid time and a half for those hours worked. An employee who is scheduled to work on the day observed as a holiday and reports sick will be charged sick for the day and be ineligible for holiday pay for that day. Section 4 of this Article will not apply to employees scheduled and required to work on the day observed as the holiday.

Section 6. Employees on annual leave, annual military leave, jury duty, medical leave, funeral leave and all other absences from duty and on active pay status on the calendar day the holiday is

observed must use the holiday on the same calendar day that it is earned.

Section 7. Whenever possible, employees will be granted time off on holidays; however, an employee who is required to work on any such holiday whose normal day off occurs on such a holiday shall be paid an additional eight (8) hours at his straight time hourly rate of pay.

Section 8. The floating holidays may be taken at the employee's discretion subject to the approval of the Chief of Police or his designee.

Section 9.

A. The initial personal leave day shall be granted to all full-time employees on their anniversary date of employment.

B. Personal leave shall not be accrued. Personal leave must be used in the anniversary year in which earned or the hours will remain as credited sick leave hours.

C. Personal leave hours will be subtracted from annual sick leave. In the event an employee does not have credited sick leave hours, he shall not be eligible for personal leave until sufficient sick hours are accrued.

**ARTICLE 16: ANNUAL LEAVE (VACATION)**

Section 1. Annual Leave Accrual Rate

A. Annual leave will be accrued on a monthly basis and computed as of the anniversary date of original hire of employees covered by this contract who have been continuously employed from the date of employment or re-employment.

<u>Continuous Employment</u>	<u>Annual Accrual</u>
Up to 5 Years' Service	12 days / 96 hours
5 to 6 Years' Service	13 days / 104.4 hours
6 to 7 Years' Service	14 days / 112.8 hours
7 to 8 Years' Service	15 days / 120 hours
8 to 9 Years' Service	16 days / 128.4 hours
9 to 10 Years' Service	17 days / 136.8 hours
10 or more Years' Service	18 days / 144 hours

B. Paid annual leave may not be taken during the first six (6) months of employment or re-employment.

Section 2. Carry-Over.

A. Annual leave is not cumulative and must be used during the year following the year in which it is earned. It is the City's policy that employees be absent from the job for vacation (rest and relaxation) purposes at least once a year for a minimum of two (2) weeks. The Chief of Police or his designees are responsible for the rescheduling of employees for annual leave purposes.

B. There shall be no carry-over of any annual leave hours in accordance with the stated policy above in Section 1A. The City Manager may, at his sole discretion, consider approving the carry-over due to operational requirements and based on the individual employee's written request, by August 1, stating the reasons why a carry-over of any hours should be considered.

Section 3. Usage.

A. After completion of six (6) months of continuous service, employees shall be eligible to use annual leave as accrued.

B. Annual leave for patrol officers shall normally be granted for periods of not less than one (1) working day. Annual leave for corporals or sergeants shall be utilized in periods of five (5) consecutive workdays unless there is another supervisor regularly scheduled for work in which case shorter periods shall be approved.

C. Annual leave may, under unusual circumstances, be requested, scheduled and approved in a minimum of four-hour increments.

D. The request for annual leave shall be submitted, in writing, to the Chief of Police or his designee not less than ten (7) calendar days prior to the beginning of the leave. Annual leave may be taken only after the necessary approval(s) are obtained.

E. Scheduling of annual leave vacations shall be the exclusive right of the City. Such scheduling and approval of vacation requests shall be based upon the operational requirements of the New Port Richey Police Department as determined by the City and secondly, upon the length of service of the employee.

F. Annual leaves (vacations) shall not involve or require the use of extra or "relief" employees. The Chief of Police or his designee shall arrange vacation schedules and reallocate duties on a basis that result in a minimum of interference with the functions and operations of the Police Department.

G. Employees may not request paid annual leave for hours not earned and accrued. Annual leave with pay shall not be allowed in advance of being earned or accrued.

H. For the purposes of this Article, payment for all annual leave/vacation time is based on the employee's regular straight time hour's rate. The straight time hourly rate is exclusive of any premiums bonus or other type of incentive.

I. Holidays which occur during an employee's vacation period shall not be charged against his annual leave accrual.

#### Section 4. Payment of Unused Leave.

A. Employees who voluntarily leave City employment (retirement, resignation) shall receive all annual leave earned and "on the books" as of the date of leaving, provided that a minimum of two (2) weeks' notice of resignation is received by the Police Department.

B. Employees who are terminated for just cause shall be eligible to receive payment for unused annual leave.

C. Payment for accrued annual leave shall not apply to employees having less than one (1) year of continuous employment. For annual leave purposes, re-employed or re-instated employees shall be considered new employees.

D. Employees placed on layoff status will receive pay for all accrued annual leave up to the time of the layoff at their straight time hourly rate.

- E. Employees who die while in the employ of the City shall have all of their accrued annual leave paid to the spouse or estate as the case may be.
- F. Employees shall not be paid for accrued annual leave in lieu of taking such leave.
- G. No annual leave/ vacation pay will be made during a work stoppage or a strike.

## **ARTICLE 17: MEDICAL LEAVE**

### **Section 1. Paid Medical Leave Program: Purpose and Policy**

A. Medical leave with pay shall be provided to employees covered by this Agreement at no cost to the employees. Medical leave is deemed to be an income protection program for periods of working time that employees are unable to work due to illness or injury off the job. This program is considered a type of illness insurance policy to protect the employees pay during periods of inability to report to, and perform work. The medical leave program is to provide employees with basic salary during periods in which they are medically incapacitated and unable to perform their job assignment.

B. Employees getting sick in the performance of their duties or injured on the job will be covered under the Workman's' Compensation program.

C. Medical leave up to the amount accrued may be taken during an employee's probationary period. If the employee resigns or is terminated before the end of his or her probationary period, any medical leave taken will be reimbursed to the City by deduction from the employee's final pay.

D. Employees shall be ineligible for medical leave with pay for illness or injury sustained while engaged in outside employment.

E. Employees who die while in the line of duty shall have all of their accrued medical leave paid to the spouse or estate as the case may be.

F. Bargaining Unit members will be eligible for the City's Medical Leave Incentive Program as constituted or any substitute enacted for other employees.

G. Payment of Discontinued Sick Leave Program-Balances from the former discontinued system will be paid out under the stipulated options for payment at the time. Employees will have the option of receiving payment for their sick leave balance as of January 1, 1998, at its cash value upon their retirement; or receiving a percentage of its value in two (2) installments. The amount of early payoff will be reduced depending upon the employee's age, length of service with the City, and length of time between the current calendar year and the point in time when the employee would reach eligibility for normal retirement. Such calculation shall be calculated in the same manner as for other City employees who became eligible for this plan in 1995.

### **Section 2. Rate of Accrual.**

A. The hours of medical leave will be accrued on a monthly basis and computed as of the anniversary date of original employment or re-employment.

B. The annual accrual rate shall be ninety-six (96) hours per year.

Section 3. Request for Medical Leave.

A. An employee medically incapacitated to the extent that he/she is unable to work, shall personally notify his/her supervisor or other approved departmental representative at such time before the scheduled reporting time as designated by the department, giving the reason for the requested medical leave and the expected duration of the absence. Occasionally, circumstances may prevent an employee from personally notifying the department of a medical absence, in which case notification may be made by another person. If an employee is not able to notify and can substantiate this to the satisfaction of the Chief of Police or his designee, medical leave will be authorized.

B. Employees shall follow proper notification and absence request procedures for each day the employee is unable to work, unless prior approval specifically waiving this requirement is granted by the Chief of Police or his designee. Failure to properly report absences may cause an employee to be charged with an absence without leave.

C. If, and whenever, medical leave may appear to be abused, the employee claiming/requesting such leave may be required to furnish a physician's report to support the necessity for such absence. The City reserves the right in all cases of illness, or reported illness, to require the employee to furnish a physician's report. Abuse of medical privileges shall constitute grounds for disciplinary action.

Section 4. Extended Illness Recuperation.

A. Employees granted illness leave for medical reasons shall assist in promoting their recuperation by remaining at either their residence, another location approved in advance by the Police Chief or his designee, a hospital, or the attending physician. An employee authorized to be absent from work for extended illness reasons shall not engage in any recreational or work activities except upon receiving prior approval from his physician or the Police Chief or his designee. Abuse of extended illness leave privileges shall constitute grounds for disciplinary action.

B. Other places of recuperation shall be permitted under the following conditions:

1. Pre-authorization by a medical person in writing with specifics.
2. Pre-authorization must be on file with immediate supervisor and to include address and phone number,

C. Employees recuperating from an illness in which there was no involvement with doctors or hospitals may request, through the chain of command, another place of recuperation. Approval will be required in advance and address and phone number to be a part of the request.

D. In the event of a major illness, employees may solicit, and employees may voluntarily donate, accrued sick leave to the incapacitated member to continue financial stability following the exhaustion of his accrued sick leave. The amount of leave to be donated shall not



exceed sixteen hours and the done must have at least 192 hours of accrued at the time of the donation.

Section 5. Management will use discretion in determining whether or not a visit is required to verify an employee's illness and a report made of the reasons for absence from duty.

Section 6. Should an employee be absent, claiming medical leave and fail to comply with the provisions of this Article, such employee shall then be charged with "leave without pay."

Section 7. Physicians' Report.

A. In order to utilize the medical leave with pay benefit under this Article for bona-fide illness or injuries which require an employee's absence from work, the Chief of Police or his designee may use discretion as to when a completed doctor's report signed by an attending physician is necessary. A completed Doctor's report shall be required in each case an employee is absent for more than three (3) consecutive days or for repeat/chronic revisits to the doctor for follow-up illness or injuries.

B. A doctor's report will not be accepted by department management unless they have been completed properly in full, including employee's return to duty, attending physician's diagnosis covering dates of treatment and recuperative period allowing for days off. The report will be signed by the attending physician and submitted for approval to the Chief of Police or his designee.

Section 8. Physical Performance Standard. Frequent claiming of medical leave benefits will constitute grounds that the physical condition of the employee is below the standard necessary for the proper performance of duties. The employee's physical condition will be reviewed by an authorized City physician, who shall recommend retention or separation.

Section 9. Dispatcher Illness. When a dispatcher calls in sick or becomes ill while on duty, the shift supervisor shall contact available dispatchers and offer them the opportunity to work. This does not prohibit the supervisor from assigning another qualified person to such duty if no dispatcher is available.

Section 10. Nothing in this agreement shall be construed to require any action inconsistent with the Family Medical Leave Act.

## **ARTICLE 18: FUNERAL LEAVE**

Section 1. Employees covered by this Agreement may be granted, upon approval of the Chief of Police or his designee, time off with pay at straight time rate, not to exceed three (3) consecutive working days, to attend the funeral in the event of a death in the employee's immediate family. Where a deceased immediate relative lived out of the State of Florida, the employee may, at the discretion of the City Manager, be granted five (5) consecutive working days.

Section 2. For the purpose of this article, the employee's immediate family shall be defined within City policy. Current policy is the employee's spouse, children, parent, grandmother, grandfather, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, legal guardian, or any relative living in the same household. City policy may change with an amendment to the City's Rules and Regulations.

Section 3. Funeral leave shall not be charged to annual or medical leave.

Section 4. Should an employee require additional time other than provided in Section 1 of this article, he may request the additional time from the Chief of Police or his designee. Any additional time used may be charged to annual leave if the employee has hours accrued that can be charged.

Section 5. If required by the Chief of Police or his designee, the employee shall provide proof of death in his immediate family as defined in Section 2 of this article before compensation is approved. The Chief of Police shall decide what proof is required.

## **ARTICLE 19: MILITARY LEAVE**

Section 1. Employees covered by this commissioned reserved officers or personnel in the United States military or naval service or members of the Florida State National Guard, shall be entitled to leave of absence from their respective duties for such time as they shall be ordered to military service or field training in an active duty or active duty for training status, for a period not to exceed leave of absence with pay from their respective duties up to 240 hours in any annual period, in accordance with Florida Statutes, Chapter 115.

Section 2. The employee shall be required to submit an order or statement from the appropriate military commander as evidence of such duty. Such order or statement must accompany the formal request for military leave.

Section 3. When required to serve as stated above, employees will receive their regular pay from the City in accordance with Florida Statutes 115.

Section 4. Regular pay means the employee's straight time hourly rate not to include any premiums, bonuses or other type of incentives.

Section 5. Employees may elect to use annual leave in lieu of military leave and receive his regular City pay in addition to the military pay he would receive for such duty.

Section 6. Employees who are members of the Armed Forces Reserve or Florida National Guard shall be excused from work without pay to attend inactive duty training drills as required. Evidence of membership in the applicable organization shall be provided to the department by the employee. Requests for such absences from work can be made by the employee either orally or in writing. The submission of the applicable Reserve or National Guard training schedule will satisfy this requirement. Except upon declaration of civil emergency conditions, if there is a conflict between departmental scheduling and required military training, the department will make every effort to excuse the employee from work.

Section 7. Otherwise, the City will comply with the minimum requirements of any applicable State or Federal law or regulation, as amended.

## ARTICLE 20: SENIORITY, LAYOFF AND RECALL

### Section 1. Seniority.

A. City seniority is an employee's length of city service in continuous permanent status employment or reemployment from the first day of continuous permanent employment, provided the employee successfully completes his probationary period. City seniority shall be used for vacation and sick leave accruals, service awards and other matters based on length of City service. This date changes if the employee is in a non-pay status for one pay period or more; the anniversary date is then deferred by an equivalent amount.

B. Classification seniority is length of continuous service in classification. After successful completion of the probationary period, length of time in classification reverts to date of entry, transfer or promotion to present classification. The classification seniority date shall be used in connection with merit reviews, layoff consideration and promotional eligibility opportunities. This date will be adjusted an equivalent amount for a leave of absence with pay or disciplinary suspension for one pay period or more.

C. Employees shall lose all seniority as a result of the following

Resignation

Retirement

Termination

Absence without permission or authorized leave for three (3) consecutive working days

Layoff exceeding one (1) year

Failure to report to the personnel department the intention of returning to work within five (5) days after receipt of the certified notice

Failure to return from military leave within the time limits provided by law

### Section 2. Probationary Periods.

The probationary period shall be for a period of one (1) year from the first day of work following graduation from the Police Academy or for one (1) year in the classification from the date of employment if the new employee has previously fulfilled the requirements of the State of Florida Police Standards Board. The probationary period can be extended for a period of up to six (6) months at the discretion of the Police Chief upon written notice containing the reasons for the extension.

### Section 3. Lay-off.

Whenever it becomes necessary to separate employees from the City's service, the City Manager shall determine the organizational units and classifications to be affected. The order of layoff is as follows:

1. Employees serving an initial probationary period.
2. Probationary employees promoted from a lower classification shall return to such lower classification.

3. Permanent employees.

B. It is understood that the needs of the City and the respective skills and abilities of the employees will be part of a variety of determining factors concerning layoffs. Individual factors will include: classification seniority, performance ratings and the recommendation of the Chief of Police.

C. When the Chief of Police believes that a certain permanent employee is essential to the efficient operation of the police department because of special skills or abilities and wishes to retain this individual in preference to a person with a higher rating as provided in Section 3B above, he must submit a written request to the City Manager for permission to do so. If the City Manager approves the request, the individual may be retained under this exception.

D. Any employee who is to be laid off will be given fifteen (15) working days' notice or as much advance notice as possible depending upon the circumstances at the time.

E. Duties performed by any employee laid off may be reassigned to other employees already working.

### Section 4. Recall.

A. Probationary employees laid off shall have their names placed on the eligible register from which they came in order of the respective ranking for no more than one (1) year.

B. Permanent employees who are laid off shall have their names placed in the layoff section of the eligible list for no more than one (1) year. They shall be given first opportunity for re-employment in the class from which they were laid off in the reverse order of ranking from which the layoff's occurred. The City Manager may, at his sole option, extend the eligible list for one (1) additional year.

C. Laid off employees who are re-employed within one (1) year from the date of layoff shall be credited with the medical leave balance accrued at the time of layoff, shall not have their eligibility for earning annual leave interrupted and shall be placed in the same pay grade and pay rate they were in at the time of layoff. If changes of grade have occurred during the time of layoff, appropriate adjustments shall be made for the individual upon his return to work.

D. The City will offer recall to laid-off employees by certified mail to the last known address. Within seven (7) calendar days of the certified receipt date, laid off employees must signify their intention of returning to work to the personnel office.

E. Recall will be offered to laid-off employees provided they are physically and otherwise qualified to perform the duties of the job. A laid off employee who is temporarily unable to accept due to medical reasons when offered re-employment may request a leave of absence not to exceed thirty (30) calendar days.

## **ARTICLE 21: DUES CHECK OFF**

Section 1. Employees covered by this agreement may authorize, on the prescribed form, the deduction of PBA dues and/or uniform assessments.

Section 2. PBA dues and uniform assessments shall be deducted each applicable pay period and the funds deducted, minus the applicable service fee, shall be remitted to the PBA within thirty (30) days.

Section 3. The PBA agrees to pay the employer a reasonable fee for the services of dues and uniform assessment deductions. The fee for total deductions, both dues and uniform assessments, if any, shall be fourteen (\$0.14) cents per member per pay period for those who have authorized such deductions.

Section 4. For the purpose of putting this Article into effect, the employer will furnish the PBA with forms for completion by employees who desire to authorize payroll deductions of PBA dues and uniform assessments. These forms shall be made a part of this labor agreement.

Section 5. Payroll dues and/or uniform assessment authorizations are revocable at the employee's request upon thirty (30) days written notice to the employer and the PBA.

Section 6. The employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any requests of this nature.

Section 7. In any pay period in which there is insufficient pay to cover all other duly authorized deductions, PBA dues and uniform assessments will not be deducted from an employee's pay.

Section 8. The PBA shall submit a written request stating in dollars and cents, the new amount of PBA dues and/or uniform assessments to be deducted from the rates of members who have authorized such deductions. This request shall be submitted in advance of the effective date of any changes.

Section 9. The PBA shall agree to pay the employer a reasonable fee for any change in bargaining unit membership dues structure or uniform assessment structure, at the rate of twelve (\$0.12) cents times the number of members on PBA dues on the effective date of such changes. In addition, a flat fee of twelve dollars (\$12.00) shall apply to any fee schedule change including dues and assessments, dental plan or other type deduction. A check to cover this fee shall accompany any letter of change of notice.

Section 10. The PBA will indemnify, defend and hold harmless the City against any and all claims, demands, suits, or other form of liability that shall arise out of, or by, payroll deduction of Union dues and uniform assessments. The PBA agrees that in case of error, proper adjustment, if any, will be made by the PBA with the affected employees.

## ARTICLE 22: MISCELLANEOUS

### Section 1. Departmental Procedure.

Each officer will be provided a copy of the Standard Operation Procedures and Rules of the Police Department. Officers shall comply with all applicable Standard Operation Procedures and Rules of the Police Department, and all applicable City policies and procedures. Should the City exercise its discretion to amend or modify any of the above-stated policies, procedures, or rules, it shall provide written notice to the PBA of the amendment or modification at least ten (10) calendar days prior to the effective date, except in cases of declared emergencies. If within ten calendar days PBA so requests, the City will bargain over the impact and/or effect on the bargaining unit employees' wages, hours, or terms and conditions of employment as required by law.

### Section 2. Promotional Opportunity.

Promotional examinations will be open to employees who are serving in specified classes for such a period as may be prescribed. Promotional examinations may be held for specific classes or occupations at the sole discretion of the City. The term "promotional examination" specifies a fitness test to determine relative standing of applicants for positions in the specific class.

### Section 3. Reimbursement for Personal Property

A. The maximum reimbursement for all personal property shall be three hundred (\$300) dollars.

B. Requests for reimbursement for the loss of or repair to personal property must be made within the shift in which the loss or damage occurs.

C. Reimbursement for loss or damaged personal property must be approved by the Chief of Police and the Personnel Administrator.

D. Requests for reimbursement for the loss of or damage to personal property that exceed three hundred (\$300) dollars may be approved by the City Manager. The City Manager may, at the request of the Chief of Police and at his sole discretion, authorize additional payment not to exceed three hundred (\$300) dollars.

Section 4. Tuition Reimbursement. Bargaining unit employees shall be entitled to participate in the City's tuition reimbursement program which reimburses tuition expenses for courses related to the field of employment as provided by the City's Rules and Regulations.

### Section 5.

A. Bi-Annual Physical. Beginning Fiscal Year 2019-20, sworn bargaining unit employees shall be required to undergo a physical examination every other year as scheduled by the Police Department to be conducted by Life Scan or other entity that can provide similar examinations. The City shall determine the extent of the examinations and bear the cost of each examination. The results of these



examinations shall be made available to the City and to each affected employee, and shall be maintained in the employees' medical files. Employees who are determined by the examinations to have health issues or conditions shall be required to address those issues or conditions with their personal health care provider at their expense when not covered by any insurance.

#### Section 6. Response Time

All members of the bargaining unit shall live within a 60-minute amount of response time of the Police Department.

## **ARTICLE 23: WORK WEEK AND OVERTIME**

### Section 1. Hours of Work.

A. The City shall establish the work week and hours of work best suited to meet the needs of the public. Nothing in this agreement shall be constructed as a guarantee or limitation of the number of hours to be worked per week. Any roll call briefing will be included as part of regular hours of work.

B. The normal work period for all bargaining unit members will consist of eighty-four (84) hours per pay period.

C. All employees will have a designated work schedule/shift with an established starting time and quitting time. The City has the sole discretion to schedule and/or assign hours of work and establish starting and quitting times. Work schedules/shifts will be posted and made known to employees. The City will give fifteen (15) calendar days' notice of changes in schedules/shifts or duty assignments, except in emergency situations as determined by the City.

D. Employees are entitled to a lunch break of 30 minutes during their shift. During this lunch break, the employee will not be given any duties to perform; however, employees will monitor their radios and will be held strictly responsible for the proper performance of their duties. The Department reserves the right at any time to interrupt an officer's lunch break and send him on a call or assign him duties to perform, at which time the officer is directed to immediately proceed and attend to the task assigned to him unless otherwise indicated.

E. The Police Department agrees to continue the current policies concerning rest periods.

F. The Police Department agrees to continue the current policy concerning notice by employees if they are unable to report for work for any reason.

G. It is strongly recommended that Dispatchers take a paid fifteen (15) minute break and a paid thirty (30) minute meal break during their scheduled shift. It is understood that, in case of emergency, the Dispatcher may be called back into the Communications Center and the break or meal break rescheduled for a later time. The scheduling of such breaks and meal breaks shall be controlled by the employee's supervisor.

### Section 2. Overtime.

A. All authorized and approved work performed by personnel assigned to specialized units, administrative personnel, and personnel assigned to Patrol in excess of eighty-four (84) hours in any two-week pay period, inclusive of the thirty-minute lunch, shall be considered overtime and shall be paid at the rate of time and one-half the employee's straight time hourly rate of pay pursuant to the Rules and Regulations promulgated by the Wage and Hour Division of the United States Department of Labor. Known and scheduled overtime will be assigned with as much advance notice as possible. Employees shall be required to work overtime when scheduled and assigned.

B. The employer will not alter the normal days off for the purpose of avoiding the payment of overtime. The Chief of Police or his designee may change normal days off when required to cover absences due to vacation (in excess of 40 hours), extended periods of illness, or emergency conditions. The "Flex-Shift" Dispatcher(s) who are affected by the necessary change will be given as much previous notice as is reasonably expected.

C. The City, in its sole discretion, shall schedule and assign overtime. No employee in this bargaining unit is authorized to schedule and assign himself to overtime duty.

D. For purposes of the weekly overtime computation, holidays, sick leave, funeral leave, jury duty leave, and other absences from duty on active pay status shall not be considered as "time worked."

E. Nothing contained in this agreement shall be interpreted as requiring duplication or a pyramiding of premium payments.

Section 3. Recall. Employees who are called to work, at the City's sole discretion, outside their regularly scheduled duty hours shall be paid for the hours worked at the appropriate rate of pay with a minimum of two (2) hours at time and one-half.

#### Section 4. Court Time.

A. Court time is an integral part of police work and the parties agree that police officers required to attend court in the performance of their duties should be compensated.

B. In the event court attendance or a judicial hearing is required during scheduled off duty hours; employees shall receive the applicable rate of pay for each hour spent in attendance. The employee will receive overtime compensation only in the event the City is required to pay such under the Rules and Regulations pertaining to police officers promulgated by the Wage and Hour Division of the United States Department of Labor. Reports and record keeping for accurate payments shall be accomplished by completion of the form provided by the City. The department reserves the sole right to change the reporting form if and when circumstances warrant it.

C. Time spent in court or a judicial hearing is the actual time required to report as stated on the subpoena or as scheduled continuing until released by the judge or other officer of the court. When an officer is required to respond, under subpoena, he shall receive a minimum of two (2) hours pay. Should said appearance go beyond the two (2) hour minimum, the officer shall be compensated for actual hours spent in attendance.

D. Employees required to be placed on stand-by for court appearances shall be furnished with a cellular telephone for the sole purpose of the stand-by status.

#### Section 5. Off - Duty Police Employment.

A. Employees classified as probationary police officers shall not be considered for off duty police employment until after they have completed the FTO Program and are capable of operating a police unit by his/herself. Police Corporals and Police Sergeants, regardless of

probationary status will be allowed to voluntarily submit their name(s) to the Chief of Police or his designee to be considered for off duty police employment.

B. The rates of off-duty work will be reviewed no more than bi-annually by the Chief and the PBA representative, in an effort to prevent other agencies from obtaining the off-duty assignments due to their rates being less.

C. When an outside agency contracts with the City to provide police services, over and above services normally provided, employees may volunteer for the assignment or may be assigned by the Police Department.

D. At the City's direction, and solely for the convenience of the off-duty employee police officer and his outside employer, the City may pay the off-duty police officer for work done by him for an outside agency. The rates for such off-duty work may vary with the type and nature of services to be provided the outside agency or employer. At all times, it is understood that while working in an off-duty capacity, the City is not the employer of the Police Officer, except for those periods of time in which the Police Officer is engaging in official law enforcement activity. Hours worked on off-duty police assignments shall not be considered as time worked for the computation of overtime, vacation or sick leave accruals, or for any other purpose.

E. Any problems in administering the off-duty police employment program, such as assignments, time of assignments, rejections, non-availability or other situations shall be resolved by the Chief of Police or his designee. Problems in connection with this program may be appealed to the Chief of Police but are ineligible to be submitted through the grievance and arbitration procedures.

F. While employed in any off-duty capacity, a Police Officer's conduct in performance of duty must at all times be in compliance with all general orders and rules and regulations of the City of New Port Richey Police Department. All officers performing such duties shall, in turn, assure that the officer's act in a manner consistent with departmental policy and professional police work.

G. A police officer shall at all times take proper action on any offense or condition which normally would require police action. The primary duty, obligation and responsibility of an officer are at all times to the Police Department.

H. No officer shall agree to follow rules set by a private person as to how he will perform his police duties if it would cause the officer to deviate from proper police procedure. Should he so deviate, he may be subject to disciplinary action at the sole discretion of supervision and approved by the Chief of Police.

## **ARTICLE 24: CONSULTATION LABOR / MANAGEMENT COOPERATION**

Section 1. In consideration of the concerns of the PBA in matters concerning training, safety, departmental General Orders, equipment and the administration of the agreement, a consultation procedure is hereby agreed to. Matters appropriate for consultation between the parties include wages, hours and terms and conditions of employment.

Section 2. Consultation is defined as a discussion, exchange of viewpoints and to provide input or obtain information that is within the discretion of the Police Department. The consultation procedures shall not be considered negotiations or bargaining.

Section 3. Consultation meetings between the PBA representatives and management shall be scheduled within a reasonable time of the discretion of the Chief of Police upon the request of either party. Upon approval of such meeting, a date of such meeting shall be scheduled within thirty (30) days. Consultation meetings may be called by the City consistent with confidentiality, or other legal restrictions, to advise the PBA of anticipated major changes affecting bargaining unit employees. Arrangements for any consultation meeting shall be made ten (10) working days in advance whenever possible and an agenda of matters to be taken up at the meeting shall be presented in writing at the time a consultation meeting is requested.

Section 4. Matters taken up in consultation meetings shall be those listed on the agenda and by PBA representatives. Up to a maximum of two (2) may attend any one meeting. PBA representative's maximum means a maximum of two (2) members of the bargaining unit, if required, and one (1) from the PBA office, a non-employee of the City.

Section 5. There will be no limitation placed on the number of consultation meetings that may be requested. Employees will be paid for attendance at consultation meetings (up to their normal schedule of work hours, if however, the meeting extends past normal quitting time, no additional pay will be authorized). Such meetings shall be scheduled within a reasonable time after notification of either party.

## ARTICLE 25: PENSION

Section 1. The City of New Port Richey and the employee organization PBA recognize that the New Port Richey Police Pension System is administered under the current plan document adopted by the City, Article III, Chapter 18, Code of Ordinances pursuant to Ordinance No. 1532. This document may be amended from time to time by amendment adopted by the City Council. The City and Union understand that pension is a mandatory subject of bargaining and can choose to bargain the pension benefit or changes to the plan, at any time during the life of this Agreement, or in place of bargaining both parties can agree to work through the pension board and make specific recommendations concerning the plan to the City Council.

Section 2. The bargaining unit members' retirement benefits shall include the following:

A. Average Final Compensation

Average Final Compensation means one-twelfth (1/12) of the average annual salary of the 3 best years of the last 5 years of credited service immediately prior to retirement, termination, or death.

B. Compensation

Salary means total cash remuneration paid by the City for services rendered, but only including overtime payments up to 300 hours. Salary does not include payments for accrued sick or annual leave. Salary includes all tax deferred, tax sheltered or tax-exempt items of income derived from elective employee payroll deductions or salary reductions. Compensation in excess of limitations set forth in section 401(a)(17) of the code shall be disregarded.

C. Employee contribution

Each member shall contribute six and one half (6.5) percent of his or her Salary to the pension fund.

D. Normal retirement

Effective the date of the Ordinance's amendment, a member's normal retirement date shall be the first day of the month coincident with, or the next following the date he or she attains age 52 and completes 10 years of credited service or the date he or she completes 23 years of creditable service. Members who have attained 10 or more years of service with the City's Police Department as of November 7, 2017 shall retain their current normal retirement date.

E. Normal Retirement Benefit

The monthly retirement benefit shall equal 3.25 percent of Average Final Compensation for each year or part thereof of credited service accrued after the date of the Ordinance's amendment. The existing minimum and maximum benefits shall remain unchanged.

- F. DROP (Deferred Retirement Option Plan)  
The parties agree to extend the Deferred Retirement Option Plan (DROP) that a member can elect to participate in to ninety-six months.

## **ARTICLE 26: SAVINGS CLAUSE**

Section 1. If any sentence, clause, section or article of this agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other sentences, clauses, sections and articles of this agreement shall remain in full force and effect for the duration of this agreement.

Section 2. Should any provision of this agreement jeopardize the receipt by the City of any Federal grant in aid funds or other Federal or State allotment of money, the provisions shall be deemed invalid. However, such invalidation shall not invalidate the remaining portions of the labor agreement and they shall remain in full force and effect. The parties shall immediately renegotiate the invalid provision toward the attainment of a valid provision, if possible.



## **ARTICLE 27: ENTIRE AGREEMENT**

Section 1. The parties agree and acknowledge that, during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, including those dealing with pension matters and that all understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this labor agreement.

Section 2. Any memorandums of agreement or understanding or other documents interpreting, modifying, clarifying or supplementing this labor agreement previously agreed to by the parties shall henceforth be void as of the effective date of this agreement, after ratification by both parties, unless included in this labor agreement.

Section 3. The City and the PBA for the life of this agreement, each voluntarily and unequivocally waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject matter specifically referred to or covered by this agreement including but not limited to pension matters.

## **ARTICLE 28: DURATION**

This Agreement shall remain in effect from October 1, 2024 through September 30, 2027. On or before July 1, 2027, either party hereto shall notify the other, in writing, of its intent to modify, amend, or terminate this Agreement.

A. Term of the Agreement: Failure to notify the other party of intention to modify, amend, or terminate, as set forth herein above set forth, will automatically extend provisions and terms of this Agreement for a period of one (1) year, and each year thereafter absent notification.

B. The City of New Port Richey and the West Central P.B.A. agree that for Fiscal Years 2025-2026 and 2026-2027, each party has the right to reopen up to two (2) articles in addition to Article 14, pay provisions.

## **ARTICLE 29: AMENDMENTS**

The PBA and the City by mutual agreement may amend, correct, or alter articles contained within this Agreement. Such changes may be authorized by the City Manager or his designee and the PBA President or his designee.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives on this \_\_\_\_ day of \_\_\_\_\_, 2024.

**For the City of New Port Richey:**

\_\_\_\_\_  
Alfred C. Davis  
Mayor

\_\_\_\_\_  
Debbie L. Manns  
City Manager

**For the West Central Florida PBA:**

\_\_\_\_\_  
George J. Corwine  
Florida PBA Chief Labor Negotiator

\_\_\_\_\_  
Nick Marolda  
President  
West Central Florida PBA

**APPENDIX A**

**New Port Richey Step Program for Fiscal Years 2024-2025 through 2026-2027 - Appendix A**

**New Port Richey Step Program - Effective October 1, 2024**

Title	Grade	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Hourly	PD1	\$ 19,4361	\$ 20,0192	\$ 20,6198	\$ 21,2384	\$ 21,8755	\$ 22,5318	\$ 23,2077	\$ 23,9040	\$ 24,6211	\$ 25,3597	\$ 26,1205	\$ 26,9041	\$ 27,7112	N/A
Annually	PD1	\$ 42,448.46	\$ 43,721.91	\$ 45,033.57	\$ 46,384.57	\$ 47,776.11	\$ 49,209.39	\$ 50,685.68	\$ 52,206.25	\$ 53,772.43	\$ 55,385.61	\$ 57,047.17	\$58,758.59	\$60,521.35	N/A
Hourly	PD2	\$ 26,2992	\$ 27,0881	\$ 27,9008	\$ 28,7378	\$ 29,5999	\$ 30,4879	\$ 31,4026	\$ 32,3447	\$ 33,3150	\$ 34,3144	\$ 35,3439	\$ 36,4042	\$ 37,4963	\$ 38,6212
Annually	PD2	\$ 57,437.37	\$ 59,160.49	\$ 60,935.30	\$ 62,763.36	\$ 64,646.26	\$ 66,585.65	\$ 68,583.22	\$ 70,640.72	\$ 72,759.94	\$ 74,942.74	\$ 77,191.02	\$79,506.75	\$81,891.95	\$ 84,348.71
Title	Grade	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10			
Hourly	PD3	\$ 35,3439	\$ 36,4042	\$ 37,4963	\$ 38,6212	\$ 39,7798	\$ 40,9732	\$ 42,2024	\$ 43,4685						
Annually	PD3	\$ 77,191.02	\$ 79,506.75	\$ 81,891.95	\$ 84,348.71	\$ 86,879.17	\$ 89,485.55	\$ 92,170.12	\$ 94,935.22						
Hourly	PD5	\$ 42,2024	\$ 43,4685	\$ 44,7726	\$ 46,1157	\$ 47,4992	\$ 48,9242	\$ 50,3919	\$ 51,9037						
Annually	PD5	\$ 92,170.12	\$ 94,935.22	\$ 97,783.28	\$100,716.77	\$103,738.28	\$106,850.43	\$110,055.94	\$113,357.62						